

AGREEMENT

This Agreement is made and entered into this 20st day of September, 2021 by and between **THE CITY OF LA HABRA**, hereinafter referred to as the “**CITY**” and **SULLY-MILLER CONTRACTING COMPANY** hereinafter referred to as the “**CONTRACTOR**”.

RECITALS

WHEREAS, the City requires CONSTRUCTION WORK: and,

WHEREAS, the Contractor is qualified and experienced to perform such work; and,

NOW, THEREFORE, **CITY** and **CONTRACTOR** for the considerations hereinafter set forth, mutually agree as follows:

ARTICLE I
SCOPE OF WORK; TERM

1.1 General Scope of Work:

CONTRACTOR shall for the price bid, upon request from **CITY**, furnish at his /her own proper cost and expense all necessary labor, materials, equipment, methods, processes, implements, services, tools, supplies, transportation, utilities and all other items and facilities to perform the required work for the **PARK LA HABRA MOBILE HOMES PARK AND VIEW PARK MOBILE HOME ESTATES PARK STREET IMPROVEMENTS CITY PROJECT NO. 3-R-17** (hereinafter “The Project”). The project shall be performed in accordance with the contract documents consisting of the Proposal, the Bid Schedule as ”Exhibit A”, the Agreement, the Faithful Performance Bond, the Payment Bond, the Non-Collusion Affidavit, the Standard Plans for the City of La Habra and the Standard Specifications for Public Works Construction, latest edition and supplements thereto, together with all additions, any modifications or interpretations of any said documents are hereby incorporated in and made part of this Agreement as fully as if set forth herein.

1.2 Term.

The term of this Agreement shall begin upon signing by both parties and continue until completion of the work and its final acceptance by the **CITY**; or, until such time as it is terminated pursuant to the provisions in Article V of this Agreement.

ARTICLE II
RESPONSIBILITIES OF CONTRACTOR

2.1 Control and Payment of Subordinates.

CITY retains **CONTRACTOR** as an independent contractor and not an employee of the **CITY**. All personnel to be utilized by **CONTRACTOR** in the performance of this Agreement

shall at all times be under **CONTRACTOR'S** exclusive direction and control. **CONTRACTOR** shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of the Project under this Agreement and as required by law. **CONTRACTOR** shall be responsible for all reports and obligations with respect to such personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

2.2 Conformance to Applicable Requirements.

All work constructed by **CONTRACTOR** shall be subject to the inspection and approval of the **CITY**.

2.3 Standard of Care, Licenses.

CONTRACTOR shall perform the Work under this Agreement in a skillful and competent manner. **CONTRACTOR** shall be responsible to **CITY** for any errors in its performance of this Agreement. **CONTRACTOR** represents and warrants to **CITY** that it has all licenses, permits, qualifications and approvals of whatever nature that are legally required to practice and to perform the Project hereunder. **CONTRACTOR** further represents and warrants that it shall keep in effect all such licenses, permits, and other approvals during the term of this Agreement.

2.4 Project Representatives.

CONTRACTOR assigns **JEFF GALTERIO, ASSISTANT SECRETARY** as its Project Representative who shall coordinate all phases of the Project. The Project Representative shall be available to **CITY** at all reasonable times. **CONTRACTOR** may appoint another person as Project Representative upon written notice to **CITY**. **THE CITY ENGINEER** shall act as **CITY'S** Project Representative for purposes of this Agreement.

2.5 Accounting Records.

CONTRACTOR shall maintain complete and accurate records with respect to costs and expenses incurred in the performance of this Project. All such records shall be clearly identifiable as being associated with this Project. **CONTRACTOR** shall allow an authorized representative of **CITY**, during normal business hours, to examine, audit, and make transcripts of copies of such records. **CONTRACTOR** shall allow **CITY** to inspect all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment (or completion of work) under this Agreement.

ARTICLE III COMPENSATION

3.1 Compensation.

Except as provided in this section, **CONTRACTOR** shall receive compensation for all Work completed under this Agreement at the rates set forth in the Bid Schedule attached hereto as “**EXHIBIT A**”. Total compensation shall not exceed bid amount without written approval of **CITY’S** Project Representative. [Extra work may be authorized as described below, and, if authorized, shall be compensated at the rates and manner set forth in this Agreement]. The **CITY MANAGER** may authorize extra work to fund unforeseen conditions up to the amount approved at the time of award by the City Council. Payment for additional work in excess of this amount requires prior City Council Authorization.

3.2 Payment of Compensation.

CONTRACTOR shall provide **CITY** an itemized monthly statement, which indicates work completed, to the Project by **CONTRACTOR** from the date of written notice to proceed, or the start of the subsequent billing periods, as appropriate, through the date of the statement. **CITY** shall make any payment due within forty-five (45) days after approval of the invoice by **CITY**; payment will be made for the approved amount of the invoice minus five (5) percent. The five (5) percent retained will be held until thirty-five (35) days after final completion and acceptance of the contract work.

3.3 Extra Work.

At any time during the term of this Agreement, **CITY** may request that **CONTRACTOR** perform Extra Work. As used herein, “Extra Work” means any work which is determined by **CITY** to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. **CONTRACTOR** shall not perform Extra Work until receiving prior written authorization from **CITY’S** Project Representative.

3.4 Amendment of Scope of Work.

CITY shall have the right to amend the Scope of Work within the Agreement by written notification to the **CONTRACTOR**. In such event, the compensation and time of performance shall be subject to renegotiations upon written demand of either party to the Agreement. Failure of the **CONTRACTOR** to secure **CITY’S** written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum merit, etc. for work done without the appropriate **CITY** authorization.

3.5 Notices.

The **CITY ENGINEER** or his designee shall be the representative of **CITY** for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the **CITY**, called for by this Agreement, except as otherwise expressly provided in this

Agreement. **JEFF GALTERIO, ASSISTANT SECRETARY** shall be the representative of **CONTRACTOR** for purposes of this Agreement and may issue all consents, approvals, directives and agreement on behalf of **CONTRACTOR**, called for by this Agreement, except as otherwise expressly provided in this Agreement.

All notices and written communications sent by one party to the other shall be personally delivered or sent by registered or certified U.S. Mail postage prepaid, return receipt requested to the following addresses indicated below:

IF TO CITY: Christopher L. Johansen, P.E.
City Engineer
City of La Habra
110 E. La Habra Blvd.
La Habra, CA 90631

TO CONTRACTOR: Jeff Galterio
Assistant Secretary
Sully-Miller Contracting Company
135 S. State College Boulevard, Suite #400
Brea, CA 92821

The effective date of any notice or written communications sent by one party to the other shall be the date received if by personal service, or 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark.

3.6 Reimbursement for Expenses

CONTRACTOR shall not be reimbursed for any expenses unless prior written authorization is obtained from **CITY**.

ARTICLE IV INSURANCE

4.1 Insurance Requirements.

The **CITY** reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the existing policies do not meet the Insurance Requirements set forth herein, **CONTRACTOR** agrees to amend, supplement or endorse the policies to do so.

Without limiting the indemnity provisions of the Contract, the **CONTRACTOR** shall procure and maintain in full force and effect during the term of the Contract, the following policies of insurance.

4.2 Minimum Scope of Insurance.

- (a) **Commercial General Liability (CGL)** which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 00 01, 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 or the general aggregate limit shall be twice the required occurrence limit.

Products-Completed Operations: CONTRACTOR shall procure and submit to **CITY** evidence of insurance for a period of at least ten (10) years from the time that all work under this Contract is completed.

- (b) **Automobile Liability Insurance** with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with limit no less than \$2,000,000 each accident for bodily injury and property damage.
- (c) **Workers’ Compensation** as required by the State of California with statutory limits, and Employer’s Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.
- (d) **Professional Liability** with limits of no less than \$2,000,000 each claim and \$3,000,000 in the aggregate. Covered Professional Services shall specifically include all work to be performed under the contract and delete any exclusions that may potentially affect the work to be performed (e.g., any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.).
- (e) **Surety Bonds: CONTRACTOR** shall provide the following Surety Bonds:

- (a) Bid Bond
- (b) Performance Bond
- (c) Payment Bond
- (d) Maintenance Bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds

in the State of California and secured through an authorized agent with an office in California.

If the **CONTRACTOR** maintains broader coverage and/or higher limits than the minimums shown above, the **CITY** requires and shall be entitled to the broader coverage and/or higher limits maintained by the **CONTRACTOR**.

4.3 Endorsements.

Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the **CITY** for approval. The insurance policies shall contain or be endorsed to contain, the following provisions:

(a) Commercial General Liability & CONTRACTORS Pollution Liability

- (1) **Additional Insured:** The **CITY**, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the **CONTRACTOR** including materials, parts or equipment furnished in connection with such work or operations.

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of **CONTRACTOR**
4. Exclude "Third-Party-Over Actions"
5. Contain any other exclusion contrary to the Contract

Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 2010 and CG 20 37.

- (2) **Primary Insurance:** This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

(b) Auto Liability

- (1) **Additional Insured:** The **CITY**, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the **CONTRACTOR**.

(2) **Primary Insurance:** This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

(c) Workers' Compensation

(1) **Waiver of Subrogation:** A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

4.4 Insurance Obligations of Contractor.

The Insurance obligations under this agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to the **CONTRACTOR**; or (2) the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the **CITY**. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the **CONTRACTOR** under this agreement.

4.5 Notice of Cancellation.

Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the **CITY** except ten (10) days shall be allowed for non-payment of premium.

4.6 Waiver of Subrogation.

Required insurance coverages shall not prohibit **CONTRACTOR** from waiving the right of subrogation prior to a loss. **CONTRACTOR** shall waive all rights of subrogation against the indemnified parties and Policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the **CITY** has received a waiver of subrogation endorsement from the insurer.

4.7 Evidence of Insurance.

All policies, endorsements, certificates, and/or binders shall be subject to approval by the **CITY** as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the **CITY**. The **CITY** reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the **CITY**. If such coverage is cancelled or reduced, **CONTRACTOR** shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the **CITY** evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

4.8 Deductible or Self-Insured Retention.

Any deductible or self-insured retention must be approved in writing by the **CITY** and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The **CITY** may require the **CONTRACTOR** to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

4.9 Contractual Liability.

The coverage provided shall apply to the obligations assumed by the **CONTRACTOR** under the indemnity provisions of this contract.

4.10 Failure to Maintain Coverage.

CONTRACTOR agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the **CITY**. The **CITY** shall have the right to withhold any payment due until **CONTRACTOR** has fully complied with the insurance provisions of this Contract.

In the event that the **CONTRACTOR'S** operations are suspended for failure to maintain required insurance coverage, the **CONTRACTOR** shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

4.11 Acceptability of Insurers.

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the **CITY**.

4.12 Claims Made Policies.

If coverage, including for Construction Defect claims, is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial **CONTRACTOR'S** Contract with the **CITY** and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least ten (10) years from termination or expiration of this Contract.

4.13 Insurance for Subcontractors.

CONTRACTOR shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Contract/Agreement, including adding the **CITY** as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractor's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.

4.14 Additional Insurance.

Further, **CONTRACTOR** shall obtain any additional kinds and amounts of insurance which, in its own judgment, may be necessary for the proper protection of any of its officers', employees', or authorized sub-contractors' own actions during the performance of this Agreement.

4.15 Notice of Policy Changes.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to **CITY**.

Unless **CONTRACTOR'S** insurer agrees to provide (30) days written notice of any changes or modifications to any policies as required by this clause, **CONTRACTOR** shall provide copies of all required policies or certificates of insurance as may be requested by **CITY** to establish that such policies have not been modified or reduced in coverage or in limits.

ARTICLE V TERMINATION AND INDEMNIFICATION

5.1 Notice of Termination.

CITY may terminate the whole or any part of this Agreement at any time and without cause by giving seven (7) days written notice to **CONTRACTOR** of such termination, and specifying the effective date thereof. **CONTRACTOR** shall discontinue all services affected by such termination within seven (7) days of receipt of such notice, unless otherwise instructed by **CITY** in writing. **CONTRACTOR** may not terminate this Agreement except for cause.

5.1.1 Termination Without Cause.

If **CITY** terminates this Agreement without cause, **CITY** shall pay **CONTRACTOR** for services performed through the date of termination, upon receipt of written documentation of said services. Such payment shall include a pro-rated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed services.

5.1.2 Termination for Cause.

Should **CONTRACTOR** default in the performance of any covenant, condition, or agreement contained in this Agreement and the default is not cured within thirty (30) days after written notice of the default is served on **CONTRACTOR** by **CITY**, then **CITY**, in addition to any other remedies at law or equity, may terminate this Agreement. **CONTRACTOR** shall be compensated for services, which have been completed and accepted by **CITY**. **CONTRACTOR** shall be liable to **CITY** for any reasonable additional costs incurred to correct or cure unsatisfactory work performed by **CONTRACTOR** which, at **CITY**'s discretion, must be revised, in part or in whole, to complete the Project.

5.2 Procurement of Similar Services.

In the event this Agreement is terminated as provided by this Article, with or without cause, in whole or in part, **CITY** may procure, any and all services as may be necessary to complete the Project.

5.3 Work Product.

Upon termination of this Agreement, **CITY** may require **CONTRACTOR** to provide all finished or unfinished documents, data, studies, drawings, reports, etc., prepared by **CONTRACTOR** in performance of this Agreement.

5.4 Indemnification and Hold Harmless.

These Indemnification provisions are independent of and shall not in any way be limited by the Insurance Requirements of this Agreement. CITY approval of the Insurance contracts required by this Agreement does not in any way relieve the CONTRACTOR from liability under this section.

Except as to the sole or active negligence or willful misconduct of the **CITY** and notwithstanding the existence of insurance coverage required of **CONTRACTOR** pursuant to this contract, **CONTRACTOR** shall save, keep defend, indemnify, hold free and harmless **CITY**, its officers, officials, employees, agents and volunteers from and against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify, save and hold harmless **CITY**, its officers, officials, employees, agents and volunteers from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by

way of limitation, all civil claims, workers' compensation claims, and all other claims resulting from or arising out of the acts, errors or omissions of **CONTRACTOR**, its employees and/or authorized subcontractors, whether intentional or negligent, in the performance of this Agreement.

CITY will notify **CONTRACTOR** of the receipt of any third party claim related to this contract within 30 business days of receipt. The **CITY** is entitled to recover its reasonable costs incurred in providing the notification. (Public Contracts Code Section 9201)

ARTICLE VI GENERAL PROVISIONS

6.1 Entire Agreement.

This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreement whether verbal or written, concerning the same subject matter. Only by writing signed by both parties may modify this Agreement.

6.2 Successors and Assigns.

This Agreement shall be binding on the successors and assigns of the parties. This Agreement may not be sold, transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such sale, transfer or assignment, or attempted sale, transfer or assignment without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

6.3 Subcontracts.

6.4 Equal Opportunity Employment.

CONTRACTOR represents that it is an equal opportunity employer and shall not discriminate either directly or indirectly against an employee or applicant for employment with **CONTRACTOR** on the basis of race, color, religion, national origin, ancestry, sexual preference, sex or age. **CONTRACTOR** shall also take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, national origin, ancestry, sexual preference, sex, age, or other prohibited grounds.

6.5 Attorney's Fees.

If either party commences a legal action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover reasonable attorney's fees and costs of suits.

6.6 Governing Law.

This Agreement shall be governed by and construed with the laws of the State of California. Any Action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Orange.

6.7 Time of Essence.

Time is of the essence for each and every provision of this Agreement.

6.8 Right to Employ Other Contractors.

CITY reserves the right to employ other contractors in connection with this Project.

6.9 Covenant Against Contingent Fees.

The **CONTRACTOR** warrants that he has not employed or retained any company or person, other than a bona fide employee working with the **CONTRACTOR**, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, the **CITY** shall have the right to annul this Agreement without liability, or, in its discretion to deduct from the Agreement the price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

6.10 Conflict of Interest.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. **CONTRACTOR** further covenants that in the performance of this Agreement, no person having any such conflict of interest shall be employed by **CONTRACTOR**.

6.11 Statement of Economic Interest.

If **CITY** determines **CONTRACTOR** comes within the definition of **CONTRACTOR** under the Political Reform Act (Government Code §87100 et. seq.), **CONTRACTOR** shall complete and file and shall require any other person doing work under this Agreement, to complete and file a "Statement of Economic Interest" with the City Clerk of the **CITY** disclosing **CONTRACTOR** and/or such other person's financial interests.

6.12 No Waiver of Breach; Time.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.13 Third Party Beneficiaries.

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

6.14 Taxes.

CONTRACTOR agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. **CONTRACTOR** agrees to indemnify and hold the **CITY** harmless from any liability which it may incur to the United States or to the State of California as a consequence of **CONTRACTOR'S** failure to pay, when due, all such taxes and obligations.

6.15 Compliance With Law.

CONTRACTOR shall comply with applicable federal, state and local laws, rules and regulations affecting the **CONTRACTOR** and his/her work hereunder.

6.16 Title to Documents.

Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products that may be compiled by the **CONTRACTOR** under the Agreement shall be vested in the **CITY**, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of the **CITY**. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to the **CITY** without restriction or limitations on their use. **CONTRACTOR** may retain copies of the above described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of **CITY** during the term of this Agreement or until ninety (90) days after receipt of final payment from **CITY**.

6.17 Validity.

The validity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

6.18 Headings.

Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

6.19 Counterparts.

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one agreement.

6.20 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date and year first above written.

CITY OF LA HABRA

CONTRACTOR

JIM SADRO
CITY MANAGER

Name: _____

Title: _____

ATTEST:

LAURIE SWINDELL, CMC
CITY CLERK

COUNTER SIGNED:

RICHARD D. JONES
CITY ATTORNEY

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
_____ hereinafter referred to as

“Contractor”, as principal, and _____
_____ as surety, are held and firmly

bound unto City of La Habra in the sum of _____

_____ Lawful money of the United States of America for the payment of which sum well and truly to be made we bind ourselves jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that WHEREAS, said Contract has been awarded and is about to enter into the annexed contract with City of La Habra for construction of Street Improvements as specifically set forth in the documents entitled:

**PARK LA HABRA MOBILE HOMES PARK AND VIEW PARK MOBILE
HOME ESTATES PARK STREET IMPROVEMENTS
CITY PROJECT NO. 3-R-17**

and is required under the terms of the Contract to give this bond in connection with the execution of said contract.

NOW, THEREFORE, if the said Contractor shall well and truly do and perform all of the covenants and obligations of said contract on his part to be done and performed at the times and in the manner specified herein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect.

PROVIDED, that any alterations in the work to be done or the materials to be furnished which may be made pursuant to the terms of said Contract shall not in any way release either the Contractor or the surety thereunder nor shall any extensions of time granted under the provisions of said Contract release either the Contractor or the surety, and notice of such alterations or extensions of the Contract is hereby waived by the surety.

WITNESS our hands this _____ day of _____, 2021.

Contractor

BY: _____

(Seal)

Title

APPROVED:

Surety

BY: _____

(Seal)

Mailing Address of Surety:

Telephone Number of Surety

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
_____ Hereinafter referred to as

“Contractor”, as principal, and _____
_____ as surety, are held and firmly

bound unto the City of La Habra, California in the sum of

Lawful money of the United States of America for the payment of which sum well and truly to be made we bind ourselves jointly and severally, firmly by these presents.

The condition of the above obligation is such that:

WHEREAS, said Contractor has been awarded and is about to enter into the annexed Contract with said City of La Habra for the construction of Street Improvements as specifically set forth in documents entitled:

**PARK LA HABRA MOBILE HOMES PARK AND VIEW PARK MOBILE
HOME ESTATES PARK STREET IMPROVEMENTS
CITY PROJECT NO. 3-R-17**

And is required under the terms of the Contract to give this bond in connection with execution of said contract.

NOW, THEREFORE, if the said Contractor or any of his subcontractors fails to pay any of the persons named in Section 9100 of the Civil Code of the State of California or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such person for or about the performance of the aforementioned

Contract, said surety will pay the same in an amount not exceeding the sum specified in this bond and in case suit is brought upon this bond a reasonable attorney’s fee to be fixed by the Court. This bond shall inure to the benefit of any and all persons named in Section 9100 of the Civil Code of the State of California so as to give a right of action to such persons or their assigns in

any suit brought upon this bond. This bond shall be subject to and include all of the provisions of Title 3 of Part 6 of Division 4 of the Civil Code of California relating to Payment Bond for Public Works, including but not confined to, Civil Code Section 9550-9566, inclusive.

PROVIDED, that any alterations in the work to be done or the material to be furnished which may be made pursuant to the terms of said Contract, shall not in any way release either the Contractor or the surety thereunder nor shall any extensions of time granted under the provisions of said contract release either the Contractor or the surety, and notice of such alterations or extensions of the Contract is hereby waived by the surety.

WITNESS our hands this _____ day of _____, 2021.

Contractor

BY: _____

(Seal)

Title

APPROVED:

Surety

BY: _____

(Seal)

Mailing Address of Surety:

Telephone Number of Surety

CERTIFICATION OF COMPLIANCE

AFFIRMATIVE ACTION REQUIREMENTS

EQUAL EMPLOYMENT OPPORTUNITY

For

**PARK LA HABRA MOBILE HOMES PARK AND VIEW PARK MOBILE
HOME ESTATES PARK STREET IMPROVEMENTS
CITY PROJECT NO. 3-R-17**

_____ Certifies that:

(Contractor)

It has adopted and approved affirmative action plan in compliance with Title VII of the Civil Rights Act and the Equal Employment Opportunity Act of 1972 and agrees to submit a copy of that plan to the Assistant to the City Manager/Personnel of the City of La Habra for inspection prior to the award of contract.

Signed: _____

By: _____

Title: _____

Date: _____

SECTION D

PROPOSAL

PROPOSAL

City of La Habra
Civic Center
110 E. La Habra Blvd.
La Habra, California 90631

Gentlemen:

The undersigned hereby proposes to perform all work for which a contract may be awarded him and to furnish any and all plant, labor, services, materials, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefor as provided in the Contract Documents, and to do everything required therein for the project specifically set forth in documents entitled:

**PARK LA HABRA MOBILE HOMES PARK AND VIEW PARK MOBILE
HOME ESTATES PARK STREET IMPROVEMENTS
CITY PROJECT NO. 3-R-17**

together with appurtenances thereto, all as set forth on the drawing and in the specifications and other Contract Documents; and, he further proposes and agrees that if this Proposal is accepted he will contract in the form and manner stipulated to perform all the work called for by drawings, specifications and other Contract Documents and to complete all such work in strict conformity therewith within the time limits set forth therein, and that he will accept as full payment therefor the prices set forth in the Bid Schedule forming a part hereof.

A *(Cashier's Check) *(Certified Check) *(Bid Bond) properly made payable to City of La Habra hereinafter designated as the Owner for the sum of _____

10% Bid Bond dollars (\$_____), which amount is not less than ten percent (10%) of the total amount of this bid, is attached hereto and is given as a guarantee that the undersigned will execute the Agreement and furnish the required bonds if awarded the Contract; and, in case of failure to do so within the time provided the proceeds of said check shall be forfeited to the *Owner/Sureties Liability to the Owner for forfeiture of the face amount of the Bond shall be considered as established.

(*) Delete inapplicable word or phrase.

It is understood and agreed that:

1. The undersigned has carefully examined all the Contract Documents which will form a part of the Contract;
2. The undersigned has, by investigation of the site of the work and otherwise, satisfied himself as to the nature and location of the work and has 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 the work and has checked carefully all words and figures inserted in this proposal and he further understands that the Owner will in no way be responsible for any errors or omissions in the preparation of this proposal;
4. The undersigned will execute the Agreement and furnish the required Performance and Payment Bonds and proof of insurance coverage, within ten (10) days (not including Saturdays, Sundays and holidays) after notice to him of acceptance of his bid by the Owner; and further, that this bid may not be withdrawn for a period of sixty (60) days after the date set for the opening thereof, unless otherwise required by law. If any bidder shall withdraw his bid within said period, the Contractor shall be liable under the provisions of the Bid Security or the Contract and his surety shall be liable under the Bid Bond, as the case may be;
5. The undersigned hereby certifies that this proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not herein named and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid or any other person, firm or corporation to refrain from bidding; the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder;
6. In conformance with current statutory requirements of Section 1860, et seq., of the Labor Code of the State of California, the undersigned confirms the following as his certification:

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability of worker's compensation or to undertake self insurance in accordance with the provisions before commencing the performance of the work of this contract.

NOW, in compliance with the Notice Inviting Bids and all the provisions hereinbefore stipulated, the undersigned, with full cognizance thereof, hereby proposes to perform the entire work for the prices set forth in the attached Bid Schedule upon which award of the Contract is made.

Date: August 05, 2021

Bidder Sully-Miller Contracting Company

By 

Title Jeff Galterio, Assistant Secretary

Bidder's Post Office Address:

135 S. State College Blvd., Suite #400
Brea, CA 92821

Corporation organized under
the laws of the State of

Delaware

Names and addresses of all owners
of the firm or names and titles of
all officers of the corporation:

Please see attached Certificate of
Incumbency and Resolution

(corporate seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE § 1189

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

State of California

County of Orange

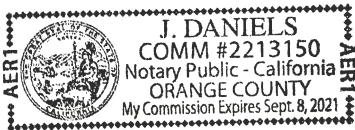
On August 6, 2021 before me, *J. Daniels*, Notary Public, personally appeared

Jeff Galterio

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

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

WITNESS my hand and official seal.



Signature

J. Daniels

*Signature of Notary Public
J. Daniels, 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: Bid Proposal-Signature Page

Document Date: August 5, 2021 Number of Pages 1

Signer(s) Other Than Named Above: _____

Capacity Claimed by Signer:

Signer's Name Jeff Galterio

Corporate Officer: Assistant Secretary

Other: _____

Signer Represents: Sully-Miller Contracting Company

CERTIFICATE OF INCUMBENCY AND RESOLUTION

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

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

<u>TITLE</u>	<u>NAME</u>
Chairman Of The Board	John Harrington
President	William Joseph Thomas Boyd
Vice President, CFO, Treasurer and Assistant Secretary	Christopher Winter
Vice President and Assistant Secretary	Scott Bottomley
Secretary	Anthony L. Martino, II
Assistant Secretary	Curtis Weltz
Assistant Secretary	Jeff Galterio


I further certify that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said Company at a meeting held on December 3, 2020, and that this resolution has not been in any way rescinded, annulled, or revoked but the same is still in full force and effect:

“BID TENDERS: GENERAL

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 1st day of June, 2021.

(SEAL)



Anthony L. Martino, II
Secretary
Sully-Miller Contracting Company
135 S. State College Blvd., Ste. 400
Brea, CA 92821

BIDDER'S INFORMATION

Contractor's License No. #747612 Expiration Date 03/31/22

Classification of Contractor's License No. #747612

Contractor Sully-Miller Contracting Company
(name of firm)


By  Jeff Galterio, Assistant Secretary
(signature) (title)

Business Address: 135 S. State College Blvd., Suite #400
Brea, CA 92821

Phone (714) 578-9600

I/We certify that the information provided above is complete and true to the best of my/our knowledge.

Sully-Miller Contracting Company

 08/05/2021
Contractor Date

Jeff Galterio, Assistant Secretary

Contractor's DIR Public Works Registration No. #1000003664



SULLY-MILLER
CONTRACTING Co.

Sully-Miller Contracting Company

License Certificate

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

#747612-A

CSLB Number

Jeff Galterio, Assistant Secretary



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **747612** Entity **CORP**

Business Name **SULLY - MILLER CONTRACTING
COMPANY**

Classification(s) **A**

Expiration Date **03/31/2022**

www.cslb.ca.gov





State of California

Department of Industrial Relations

Contractor Information

Legal Entity Name

SULLY-MILLER CONTRACTING COMPANY

Legal Entity Type

Corporation

Status

Active

Registration Number

1000003664

Registration effective date

07/01/20

Registration expiration date

06/30/22

Mailing Address

135 S STATE COLLEGE BLVD, SUITE 400 BRE A 92821 CA United States of America

EXHIBIT A
BID SCHEDULE 1 – PARK LA HABRA

**PARK LA HABRA MOBILE HOMES PARK AND VIEW PARK MOBILE
HOME ESTATES PARK STREET IMPROVEMENTS
CITY PROJECT NO. 3-R-17**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.01	MOBILIZATION (Not to Exceed Five Percent (5%) of the total bid amount)	1	LS	30,000.-	30,000.-
1.02	TRAFFIC CONTROL, SAFETY AND CLEAN UP	1	LS	5,600.-	5,600.-
1.03	CONSTRUCTION SURVEY, STAKING AND MONUMENT PERPETUATION	1	LS	23,500.-	23,500.-
1.04	STORM WATER BEST MANAGEMENT PRACTICES (BMPs)	1	LS	5,000.-	5,000.-
1.05	SAWCUT/COLD MILL EXISTING AC PAVEMENT 3" DEPTH	26,575	SF	.71	18,868.25
1.06	SAWCUT AND REMOVE 8" FULL DEPTH STRUCTURAL SECTION	1,000	CY	46.-	46,000.-
1.07	SAWCUT AND REMOVE 14" FULL DEPTH STRUCTURAL SECTION	515	CY	53.-	27,295.-
1.08	FURNISH AND CONSTRUCT 2" AC (TYPE C2-PG 64-10)	1,000	TON	85.-	85,000.-
1.09	FURNISH AND CONSTRUCT 1" AC (TYPE B-PG 64-10)	180	TON	76.-	13,680.-
1.10	FURNISH AND CONSTRUCT 6" AC (TYPE B-PG 64-10)	1,925	TON	105.-	202,125.-
1.11	FURNISH AND CONSTRUCT 6" COMPACTED CRUSHED MISCELLANEOUS BASE (CMB)	220	CY	49.-	10,780.-
1.12	REMOVE EXISTING 2' WIDE PCC LONGITUDINAL GUTTER	555	LF	18.-	9,990.-
1.13	FURNISH AND CONSTRUCT 2' WIDE PCC LONGITUDINAL GUTTER	2,275	LF	23.-	52,325.-
1.14	SAWCUT AND REMOVE EXISTING AND FURNISH AND CONSTRUCT 6" THICK PCC PAVEMENT	65	SF	93.-	6,045.-
1.15	REMOVE EXISTING PCC AND AC PAVEMENT AND FURNISH AND CONSTRUCT 4" THICK PCC PAVEMENT	180	SF	39.-	7,020.-
1.16	FURNISH AND CONSTRUCT ALHAMBRA FOUNDRY A-2446, 6" WIDE TRENCH DRAIN OR APPROVED EQUAL WITH 4" STEEL CONNECTOR PIPE	25	LF	460.-	11,500.-

1.17	REMOVE EXISTING PCC SIDEWALK AND FURNISH AND CONSTRUCT APWA, SPPWC STD. PLAN 151-2, S=18" PARKWAY DRAIN	1	EA	8,500.-	8,500.-
1.18	TRAFFIC STRIPING, MARKINGS AND RAISED PAVEMENT MARKERS	1	LS	4,880.-	4,880.-
1.19	REMOVE AND DISPOSE OF EXISTING SPEED BUMP	1	EA	1,200.-	1,200.-
1.20	REMOVE EXISTING AND FURNISH AND CONSTRUCT SPEED HUMP	11	EA	1000.-	11,000.-
1.21	FURNISH AND CONSTRUCT 15' X 15' PCC CONCRETE LOCAL DEPRESSION	1	EA	6,800.-	6,800.-
1.22	ADJUST WATER VALVE TO GRADE	26	EA	650.-	16,900.-
1.23	ADJUST MANHOLE TO GRADE	1	EA	550.-	550.-
1.24	REMOVE, HAUL AWAY AND DISPOSE OF SIGN AND POST	4	EA	73.-	292.-
1.25	REMOVE, SALVAGE AND REPLACE EXISTING WHEEL STOPS	8	EA	91.-	728.-
1.26	FURNISH AND INSTALL TELESAR POST AND 24" STOP SIGN R1-1	13	EA	255.-	3,315.-
1.27	FURNISH AND INSTALL 24" RIGHT/LEFT TURN ONLY SIGN W1-1	2	EA	186.-	372.-
1.28	FURNISH AND INSTALL NO PARKING, FIRE LANE SIGN	5	EA	200.-	1,000.-
1.29	REMOVE, SALVAGE AND REPLACE EXISTING WOOD FENCE AS NEEDED TO CONSTRUCT LONGITUDINAL GUTTER	1	LS	1,750.-	1,750.-
1.30	REMOVE, HAUL AWAY AND DISPOSE OF EXISTING SIGN	3	EA	79.-	237.-
1.31	RELOCATE EXISTING SIGN	1	EA	154.-	154.-
1.32	REMOVE EXISTING AND FURNISH AND CONSTRUCT 1.7' WIDE CURB AND GUTTER	45	LF	200.-	9,000.-
1.33	CLEAN EXISTING DRAINAGE PIPE AND INSTALL NDS 4" ROUND GRATE OR APPROVED EQUAL	1	LS	1800.-	1800.-
1.34	FURNISH AND CONSTRUCT SPEED HUMP	3	EA	850.-	2,550.-

TOTAL BID PRICE (BID SCHEDULE 1 – PARK LA HABRA) IN FIGURES:

\$ 625,756.25

TOTAL BID PRICE (BID SCHEDULE 1 – PARK LA HABRA) IN WORDS:

Six hundred twenty five thousand, seven hundred fifty six dollars and twenty-five cents.

BID SCHEDULE 2 – VIEW PARK

**PARK LA HABRA MOBILE HOMES PARK AND VIEW PARK MOBILE
HOME ESTATES PARK STREET IMPROVEMENTS
CITY PROJECT NO. 3-R-17**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2.01	MOBILIZATION (Not to Exceed Five Percent (5%) of the total bid amount)	1	LS	44,000.-	44,000.-
2.02	TRAFFIC CONTROL, SAFETY AND CLEAN UP	1	LS	6,000.-	6,000.-
2.03	CONSTRUCTION SURVEY, STAKING AND MONUMENT PERPETUATION	1	LS	30,000.-	30,000.-
2.04	STORM WATER BEST MANAGEMENT PRACTICES (BMPs)	1	LS	5,000.-	5,000.-
2.05	SAWCUT/COLD MILL EXISTING AC PAVEMENT 3" DEPTH	22,600	SF	.75	16,950.-
2.06	SAWCUT AND REMOVE 8" FULL DEPTH STRUCTURAL SECTION	1,250	CY	52.-	65,000.-
2.07	SAWCUT AND REMOVE 12" FULL DEPTH STRUCTURAL SECTION	185	CY	73.-	13,505.-
2.08	SAWCUT AND REMOVE 14" FULL DEPTH STRUCTURAL SECTION	975	CY	52.-	50,700.-
2.09	FURNISH AND CONSTRUCT 2" AC (TYPE C2-PG 64-10)	1,250	TON	85.-	106,250.-
2.10	FURNISH AND CONSTRUCT 12" AC (TYPE C2-PG 64-10)	400	TON	160.-	64,000.-
2.11	FURNISH AND CONSTRUCT 1" AC (TYPE B-PG 64-10)	155	TON	125.-	19,375.-
2.12	FURNISH AND CONSTRUCT 6" AC (TYPE B-PG 64-10)	2,850	TON	86.-	245,100.-
2.13	FURNISH AND CONSTRUCT 6" COMPACTED CRUSHED MISCELLANEOUS BASE (CMB)	575	CY	40.-	23,000.-
2.14	REMOVE EXISTING 2' WIDE PCC LONGITUDINAL GUTTER	1,800	LF	14.50	26,100.-
2.15	FURNISH AND CONSTRUCT 2' WIDE PCC LONGITUDINAL GUTTER	4,225	LF	21.-	88,725.-
2.16	FURNISH AND CONSTRUCT ALHAMBRA FOUNDRY A-2446, 6" WIDE TRENCH DRAIN OR APPROVED EQUAL WITH 4" STEEL CONNECTOR PIPE	40	LF	430.-	17,200.-

2.17	REMOVE EXISTING PCC SIDEWALK AND FURNISH AND CONSTRUCT APWA, SPPWC STD. PLAN 151-2, S=18" PARKWAY DRAIN	1	EA	7,500.-	7,500.-
2.18	TRAFFIC STRIPING, MARKINGS AND RAISED PAVEMENT MARKERS	1	LS	5,000.-	5,000.-
2.19	REMOVE EXISTING AND FURNISH AND CONSTRUCT SPEED HUMP	19	EA	945.-	17,955.-
2.20	FURNISH AND CONSTRUCT 15' X 15' PCC CONCRETE LOCAL DEPRESSION	1	EA	6,675.	6,675.-
2.21	ADJUST WATER VALVE TO GRADE	33	EA	610.-	20,130.-
2.22	ADJUST UTILITY PULL BOX TO GRADE	11	EA	525.-	5,775.-
2.23	REMOVE, HAUL AWAY AND DISPOSE OF SIGN AND POST	9	EA	65.-	585.-
2.24	REMOVE, SALVAGE AND REPLACE EXISTING WHEEL STOPS	11	EA	111.-	1,221.-
2.25	FURNISH AND INSTALL TELES PAR POST AND 24" STOP SIGN R1-1	10	EA	243.-	2,430.-
2.26	FURNISH AND INSTALL 24" RIGHT/LEFT TURN ONLY SIGN W1-1	1	EA	228.-	228.-
2.27	REMOVE EXISTING, FURNISH AND INSTALL DETECTABLE WARNING TRUNCATED DOMES PER SPPWC STD. 111-5	162	SF	45.-	7,290.-
2.28	FURNISH AND INSTALL DISABLED ACCESSIBLE PARKING SIGN AND POST PER SPPWC STD. 180-0	1	EA	275.-	275.-

TOTAL BID PRICE (BID SCHEDULE 2 – VIEW PARK) IN FIGURES:

\$ 895,969.00

TOTAL BID PRICE (BID SCHEDULE 2 – VIEW PARK) IN WORDS:

Eight hundred ninety five thousand, nine hundred and sixty nine dollars and 00/100

IN FIGURES

BID SCHEDULE 1	\$ 625,756.25
BID SCHEDULE 2	\$ 895,969.-
TOTAL BID PRICE (BID SCHEDULE 1 + BID SCHEDULE 2)	\$ 1,521,725.25

**TOTAL BID PRICE (BID SCHEDULE 1 + BID SCHEDULE 2 COMBINED)
IN WORDS:**

one million five hundred twenty one thousand, seven hundred and twenty five dollars, and twenty five cents.

NOTE: THE TOTAL BID PRICE (BID SCHEDULE 1 + BID SCHEDULE 2 COMBINED) SHALL BE USED AS THE BASIS OF BID IN DETERMINING THE LOW BID FOR THIS PROJECT.

Note: Excavation is included in the various bid items.

Sully-Miller Contracting Company

CONTRACTOR

Jeff Galterio

BY

Jeff Galterio, Assistant Secretary

TITLE

08/05/2021

DATE

ACKNOWLEDGEMENT OF ADDENDA RECEIVED

The Bidder shall acknowledge the receipt of addenda by placing an “X” by each addendum received.

Addendum No. 1 X
Addendum No. 2 _____
Addendum No. 3 _____
Addendum No. 4 _____
Addendum No. 5 _____
Addendum No. 6 _____
Addendum No. 7 _____
Addendum No. 8 _____

If an addendum or addenda have been issued by the CITY and is not noted above as being received by the Bidder, the Bid Proposal may be rejected.



City of La Habra

"A Caring Community"

CITY HALL – ENGINEERING DIVISION

110 E. La Habra Boulevard
Post Office Box 337
La Habra, CA 90633-0785
Office: (562) 383-4151

August 9, 2021

ADDENDUM NO. 1

**FOR: PARK LA HABRA MOBILE HOMES PARK AND VIEW PARK
MOBILE HOME ESTATES PARK STREET IMPROVEMENTS
CITY PROJECT NO. 3-R-17**

To all prospective bidders and plan holders for PARK LA HABRA MOBILE HOMES PARK AND VIEW PARK MOBILE HOME ESTATES PARK STREET IMPROVEMENTS, CITY PROJECT NO. 3-R-17.

The intent of this Addendum No. 1 is to include the following revisions, additions and/or deletions; and is hereby made a part of the bid documents.

- A. The 'Specifications for PARK LA HABRA MOBILE HOMES PARK AND VIEW PARK MOBILE HOME ESTATES PARK STREET IMPROVEMENTS, CITY PROJECT NO. 3-R-17' shall be referred to herein as the 'Specifications'.
1. To Specifications, Cover Sheet: Delete date shown as Bid Opening Date and replace with the following:
Bid Opening: Wednesday, **August 18, 2021**, at 2:00 PM.
 2. To Specifications, Notice Inviting Bids, Page A-2, Paragraph 2 "Date of Opening Bids" First Sentence: Delete first sentence and replace with the following:
Bids will be received at the Office of the City Clerk of the City of La Habra until **2:00 P.M. on Wednesday, August 18, 2021**, at which time and place the bids will be publicly opened and read aloud.
 3. To Specifications, Special Provisions, Page C-23, Section 9, Article 9.01 Work Schedule: Add the following:
Contractor shall make sure their work schedule includes the need to provide entry/exit access to each Mobile Home Park **AT ALL times**.
 4. To Specifications, Special Provisions, Page C-26, Section 11, Article 11.01, Subdivision 11.01.2 Order of Work: Add the following:
Contractor shall make sure when determining the order of work, access to the entry/exit of each Mobile Home Park remains open **AT ALL times**.

5. To Specifications, Special Provisions, Page C-42, Section 12, Article 12.06 Sawcut and Remove 8" Full Depth Structural Section: Add the following:
Contractor shall make sure when determining the quantity of work completed in a day, access to the entry/exit of each Mobile Home Park remains open AT ALL times.
6. To Specifications, Special Provisions, Page C-43, Section 12, Article 12.07 Sawcut and Remove 12" Full Depth Structural Section: Add the following:
Contractor shall make sure when determining the quantity of work completed in a day, access to the entry/exit of each Mobile Home Park remains open AT ALL times.
7. To Specifications, Special Provisions, Page C-44, Section 12, Article 12.08 Sawcut and Remove 14" Full Depth Structural Section: Add the following:
Contractor shall make sure when determining the quantity of work completed in a day, access to the entry/exit of each Mobile Home Park remains open AT ALL times.
8. To Specifications, Special Provisions, Page C-44, Section 12, Article 12.09 Furnish and Construct 2" AC (Type C2-PG 64-10): Add the following:
Contractor shall make sure when determining the quantity of work completed in a day, access to the entry/exit of each Mobile Home Park remains open AT ALL times.
9. To Specifications, Special Provisions, Page C-47, Section 12, Article 12.12 Furnish and Construct 6" AC (Type B-PF 64010): Add the following:
Contractor shall make sure when determining the quantity of work completed in a day, access to the entry/exit of each Mobile Home Park remains open AT ALL times.
10. To Specifications, Special Provisions, Page C-48, Section 12, Article 12.13 Furnish and Construct 6" Compacted Crushed Miscellaneous Base (CMB): Add the following:
Contractor shall make sure when determining the quantity of work completed in a day, access to the entry/exit of each Mobile Home Park remains open AT ALL times.
11. To Specifications, Special Provisions, Page C-48, Section 12, Article 12.15 Furnish and Construct 2' Wide PCC Longitudinal Gutter: Add the following:
Contractor shall make sure when determining the quantity of work completed in a day, access to the entry/exit of each Mobile Home Park remains open AT ALL times.
12. To Specifications, Special Provisions, Page C-49, Section 12, Article 12.18 Furnish and Construct Alhambra Foundry A-2446, 6" Wide Trench Drain or Approved Equal with 4" Steel Connector Pipe: Add the following:
Contractor shall make sure when determining the quantity of work completed in a day, access to the entry/exit of each Mobile Home Park remains open AT ALL times.

B. Bidders Questions and Clarification

Q1) Is there a pre-bid meeting or job walk required for this project?

A1) No, there is not a scheduled pre-bid meeting or job walk required for this project. As mentioned in the Notice Inviting Bids (B-3): *"Bidders must satisfy themselves by personal examination of the location of the proposed work and by personal examination of the proposed contract documents as to the actual conditions and the requirements of this work and shall not at any time after submission of the bid, dispute, complain or assert that there was any misunderstanding in regard to the nature or the amount of work to be done unless a written change in these specifications or contract or written clarification thereof has been issued by the City of La Habra"*.

Q2) Can you send over test results for arsenic levels in the soil? The soils report does not address arsenic and is mentioned many times in the specification.


A2) The soils report included in the appendix did not test for arsenic levels, so in the case that high arsenic levels are in fact encountered, it is mentioned in Article 11.15, 12.05, 12.06, 12.07 and 12.08: *“Contractor is advised that pavement fabric and soil with high arsenic levels may be encountered. The Contractor shall be responsible for removal and disposal of pavement fabric and soil with high arsenic levels at no additional expense to the CITY”.*

An acknowledgment of receipt of this Addendum No. 1 shall be entered on Page D-11 of the Bid Proposal Section D. Failure to provide such acknowledgment shall render the bid as non-responsive and subject to rejection.

Date: August 9, 2021

BY ORDER OF THE CITY OF LA HABRA

BY:



Christopher L. Johansen, P.E.
City Engineer

REFERENCES

[Work similar in scope magnitude and degree of difficulty completed by Contractor within the past three (3) years.]

1. Name (Firm/Agency): Please see attached List of References
Address: _____
Contact Person: _____ Telephone No. _____
Title of Project: _____
Project Location: _____
Date of Completion: _____ Contract Amount: \$ _____
2. Name (Firm/Agency): _____
Address: _____
Contact Person: _____ Telephone No. _____
Title of Project: _____
Project Location: _____
Date of Completion: _____ Contract Amount: \$ _____
3. Name (Firm/Agency): _____
Address: _____
Contact Person: _____ Telephone No. _____
Title of Project: _____
Project Location: _____
Date of Completion: _____ Contract Amount: \$ _____
4. Name (Firm/Agency): _____
Address: _____
Contact Person: _____ Telephone No. _____
Title of Project: _____
Project Location: _____
Date of Completion: _____ Contract Amount: \$ _____



LIST OF REFERENCES

**John Wayne Airport
Irvine, CA**

**Larry Serafini, Project Engineer
949-252-5270 lserafini@ocair.com**

**City of Fontana
Fontana, CA**

**Mario Estrada, Asst. City Engineer
909-350-7696 kraascn@fontana.org**

**C. J. Segerstrom / South Coast Plaza
Costa Mesa, CA**

**Grant Wilson, Project Manager
714-546-0110**

**City of Baldwin Park – Engr. Division
Baldwin Park, CA**

**Arjan Idnani, Engineering Manager
626-960-4011 Ext. 254**

LA Arena Company

**Staples Center – Los Angeles, CA
Don Berges, Construction Manager
213-742-7873**

**City of Fullerton
Fullerton, CA**

**George Lin, Project Engineer
714-738-6845 graffiti@cityoffullerton.com**

The Irvine Company

**Newport Beach, CA
Peggy Kloos, Sr. Director/Construction
949-720-2000**

**Irvine Community Development Company
Newport Beach, CA**

**Bill Martin, Vice President/Construction
949-734-800**

Town of Apple Valley

**Apple Valley, CA
Richard Pederson, Town Engineer
760-240-7000**

**Los Angeles County Dept. of Public Works
Alhambra, CA**

**Issa Adawiya, Resident Engineer
626-458-5100**

CNC Engineering

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

**Fox Studios Operations
Beverly Hills, CA**

**William Murphy, V.P. of Facilities
310-369-3794**

BNSF Railroad Commerce

**Hansen-Wilson
Roy Rogers, Construction Manager
323-267-4186**

Caltrans

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

**Cal State Long Beach Foundation
Long Beach, CA**

**Mo Tidemanis, Director
562-985-8489**

City of Rancho Cucamonga

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

**City of Hesperia – Public Works Dept.
Hesperia, CA**

**Mike Podegradz, City Manager
760-947-1000**

City of Barstow

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



BIDDER'S EXPERIENCE AND QUALIFICATIONS

Start and Finish Dates: 6/25/18 – 9/28/18
Project Description: TRAFFIC CONTROL, CONCRETE, ASPHALT, WATERLINE, COLD MILL, CRACK SEAL
Agency Name: CITY OF LYNWOOD
Contact Person: SALVADOR MENDEZ *Telephone:* 310-603-0220
Original Contract Amount: \$1,671,000 *Final Contract Amount:* \$1,892,124
Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number: BIRCH STREET REHABILITATION / 10202367
Start and Finish Dates: 7/25/18 – 11/9/18
Project Description: TRAFFIC CONTROL, CONCRETE, ASPHALT, WATERLINE, COLD MILL
Agency Name: CITY OF LYNWOOD
Contact Person: SALVADOR MENDEZ *Telephone:* 310-603-0220
Original Contract Amount: \$1,189,000 *Final Contract Amount:* \$1,639,460
Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number: FY 17/18 MISCELLANEOUS STREET REPAIRS / 10201035
Start and Finish Dates: 6/18/18 – 8/10/18
Project Description: REMOVALS, ASPHALT, CONCRETE, TRAFFIC CONTROL, MOB, COLD PLANE
Agency Name: CITY OF PALOS VERDES ESTATES
Contact Person: KEN RUKAVINA, PE *Telephone:* 310-378-0383
Original Contract Amount: \$387,392 *Final Contract Amount:* \$377,503
Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number: T&M WORK – ROUTE 1 - PAVEMENT FAILURE / 10200926
Start and Finish Dates: 3/26/18 – 5/10/18
Project Description: REMOVE THE STRUCTURAL SECTION, FILL THE VOID, COMPACT SOIL
Agency Name: STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION
(CALTRANS)
Contact Person: MARK MORRIS *Telephone:* 916-227-6299
Original Contract Amount: \$300,000 *Final Contract Amount:* \$101,525
Change in contract amount is due to items of work being added/deleted by agency

Project Name/Number: FY 2017 – 2018 St. Improvement Project / 10199734



BIDDER'S EXPERIENCE AND QUALIFICATIONS

Start and Finish Dates: 2/26/18 – 3/7/18

Project Description: AC GRIND & OVERLAY, EARTHWORK, TRAFFIC CONTROL, MOB, LIME TREATMENT

Agency Name: CITY OF HESPERIA

Contact Person: JAMIE CARONE *Telephone:* 760-947-1449

Original Contract Amount: \$1,722,660.00 *Final Contract Amount:* \$1,879,497

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

Project Name/Number: LOCAL/RESIDENTIAL STREET IMPROVEMENT PROJECT (PHASE VIII) / 10199482

Start and Finish Dates: 3/27/18 – 5/16/18

Project Description: AC GRIND & OVERLAY, CONCRETE IMPROVEMENTS, CRACKFILLING, LOOPS

Agency Name: CITY OF BURBANK

Contact Person: OMAR MOHEIZE *Telephone:* 818-238-5850

Original Contract Amount: \$3,499,173 *Final Contract Amount:* \$3,661,493

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

Project Name/Number: ARROW BLVD AND FONTANA AVENUE SAFE ROUTES TO SCHOOL / 10198414

Start and Finish Dates: 1/2/18 – 5/15/18

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

Agency Name: CITY OF FONTANA

Contact Person: RICHARD OAXACA *Telephone:* 909-350-76-10

Original Contract Amount: \$982,000 *Final Contract Amount:* \$1,045,659

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

Project Name/Number: JOB ORDER CONTRACT FOR PAVEMENT MAINT. , FY 2017-18 / 10198348

Start and Finish Dates: 4/30/18 – 4/30/19

Project Description: MISCELLANEOUS CONSTRUCTION THROUGHOUT ORANGE COUNTY

Agency Name: COUNTY OF ORANGE

Contact Person: STEVE CLAYTON *Telephone:* 714-667-8800

Original Contract Amount: \$4,656,000 *Final Contract Amount:* \$800,927

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

Project Name/Number: FLORENCE METRO BLUE LINE STATION BIKEWAY ACCESS IMPR. / 10197845



BIDDER'S EXPERIENCE AND QUALIFICATIONS

Start and Finish Dates: 1/29/18 – 4/8/18

Project Description: AC GRIND & OVERLAY, CONCRETE IMPROVEMENTS, EARTHWORK, STRIPING

Agency Name: LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS (LACDPW)

Contact Person: ALI DANA *Telephone:* 626-458-3144

Original Contract Amount: \$1,049,589 *Final Contract Amount:* \$1,158,441

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

Project Name/Number: LOCAL STREET AND CITY PARK IMPROVEMENT PROJECT / 10197735

Start and Finish Dates: 1/8/18 – 3/15/18

Project Description: AC GRIND & OVERLAY, REMOVALS, CONCRETE IMPROVEMENTS, LANDSCAPE

Agency Name: CITY OF LA PUENTE

Contact Person: ADEL FREIJ – WILDAN *Telephone:* 562-364-8486

Original Contract Amount: \$758,173.00 *Final Contract Amount:* \$758,032

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

Project Name/Number: POLK STREET RESURFACING PROJECT- 58TH AVENUE TO AIRPORT / 10197698

Start and Finish Dates: 1/16/18 – 2/16/18

Project Description: AC GRIND & OVERLAY, PULVERIZATION, EARTHWORK, AGGREGATE, STRIPING

Agency Name: COUNTY OF RIVERSIDE

Contact Person: JOEL JIMENEZ *Telephone:* 951-955-6780

Original Contract Amount: \$788,762 *Final Contract Amount:* \$660,553

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

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

Start and Finish Dates: 1/2/18 – 4/30/18

Project Description: AC GRIND & OVERLAY, EXCAVATION, AGGREGATE BASE, TRAFFIC CONTROL

Agency Name: CITY OF TORRANCE

Contact Person: SHIN FURUKAWA *Telephone:* 310-328-5310

Original Contract Amount: \$1,267,000 *Final Contract Amount:* \$1,009,508

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

Project Name/Number: PEARBLOSSOM HWY WATER MAIN RELOCATION 121ST ST EAST / 10197174



BIDDER'S EXPERIENCE AND QUALIFICATIONS

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

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

Agency Name: LOS ANGELES WATERWORKS DISTRICT (LACDPW)

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

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

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

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

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

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

Agency Name: IRVINE RANCHE WATER DISTRICT

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

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

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

Project Name/Number: STREET RECONSTRUCTION PROJECT / 10196509

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

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

Agency Name: CITY OF EI MONTE

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

Original Contract Amount: \$1,199,000 *Final Contract Amount:* \$1,202,924

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

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

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

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

Agency Name: CITY OF ARCADIA

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

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

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

Project Name/Number: UNINCORPORATED COMMUNITY OF CHARTER OAK / 10196167

Start and Finish Dates: 11/13/17 – 2/28/18



BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Description: EXCAVATION, AGGREGATE BASE, CONCRETE, AC PAVING, TRAFFIC CONTROL

Agency Name: LACDPW

Contact Person: ANOUSH HOVSEPIANS *Telephone:* 626-458-3114

Original Contract Amount: \$1,172,333 *Final Contract Amount:* \$1,129,637

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

Project Name/Number: JOHN WAYNE AIRPORT TERMINAL C TAXI STAGING AREA / 10194789

Start and Finish Dates: 11/6/17 – 3/6/18

Project Description: DEMOLITION, CONCRETE IMPROVEMENTS, MOBILIZATION, TRAFFIC

Agency Name: COUNTY OF ORANGE

Contact Person: KORY HARIRI *Telephone:* 949-252-5171

Original Contract Amount: \$543,000 *Final Contract Amount:* \$458,500

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

Project Name/Number: RESIDENTIAL STREET REHAB PROJECT PH. I AREA 7 PCC / 10194501

Start and Finish Dates: 8/8/17 – 10/13/17

Project Description: TRAFFIC CONTROL, PCC, AC, COLD PLANE, ADJUSTMENTS, CRACKSEAL

Agency Name: CITY OF RANCHO PALOS VERDES

Contact Person: NATALIE CHAN *Telephone:* 310-544-5289

Original Contract Amount: \$1,419,331 *Final Contract Amount:* \$1,976,934

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

Project Name/Number: RANCHERO ROAD REHAB & MAIN ST. MEDIAN PROJECT / 10194432

Start and Finish Dates: 7/24/17 – 9/22/17

Project Description: EXCAVATION, AC, CONCRETE, BASE, COLD PLANE, STRIPING, ADJUSTMENTS

Agency Name: CITY OF HESPERIA

Contact Person: TINA SOUZA *Telephone:* 760-947-1474

Original Contract Amount: \$487,450 *Final Contract Amount:* \$487,030

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

Project Name/Number: MONROVIA RENEWAL - NORTHWEST AREA INFRASTRUCTURE / 10194317

Start and Finish Dates: 8/20/17 – 5/31/18



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BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Description: PULVERIZATION, EXCAVATION, AC PAVING, CONCRETE, SEWER, ADJUSTING

Agency Name: CITY OF MONROVIA

Contact Person: JIM MERRILL *Telephone:* 626-932-5575

Original Contract Amount: \$7,398,739 *Final Contract Amount:* \$8,514,561

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

Project Name/Number: DIVISION DR. & SUGARPINE RD / 10193679

Start and Finish Dates: 8/4/17 – 9/30/17

Project Description: AC, GRADING, REMOVALS, PULVERIZATION, ADJUSTING UTILITIES

Agency Name: COUNTY OF SAN BERNARDINO DEPT. PUBLIC WORKS

Contact Person: HAILE FORD *Telephone:* 909-387-7920

Original Contract Amount: \$668,400 *Final Contract Amount:* \$667,886

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

Project Name/Number: LUNA RD / 10193678

Start and Finish Dates: 8/4/17 – 10/13/17

Project Description: REMOVALS, PULVERIZATION, EXCAVATION, CEMENT TREAT, EARTHWORK

Agency Name: COUNTY OF SAN BERNARDINO DEPT. PUBLIC WORKS

Contact Person: HAILE FORD *Telephone:* 909-387-7920

Original Contract Amount: \$2,022,000 *Final Contract Amount:* \$2,007,995

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

Project Name/Number: LOS ANGELES AVE. WIDENING / 10192625

Start and Finish Dates: 7/5/17 – 9/22/17

Project Description: AC, PCC IMPROVEMENTS, REMOVALS, TRAFFIC CONTROL, UNDERGROUND

Agency Name: CITY OF SIMI VALLEY

Contact Person: SARAH SHESHEBOR *Telephone:* 805-583-6792

Original Contract Amount: \$248,946 *Final Contract Amount:* \$258,537

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

Project Name/Number: ARROYO SECO PEDESTRIAN AND BICYCLE TRAIL PROJECT / 10192407

Start and Finish Dates: 7/24/17 – 1/31/18



BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Description: REMOVALS, EARTHWORK, PCC, PETROMAT, AC, LANDSCAPE, ELECTRICAL

Agency Name: CITY OF SOUTH PASADENA

Contact Person: RAFAEL CASILLAS *Telephone:* 626-403-7240

Original Contract Amount: \$2,086,255 *Final Contract Amount:* \$1,975,575

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

Project Name/Number: 2017 PAVEMENT REHAB PROJECT, PS-005 & CULVER WEST / 10189586

Start and Finish Dates: 6/5/17 – 9/5/17

Project Description: AC GRIND & OVERLAY, CONCRETE IMPROVEMENTS, EXCAVATION

Agency Name: CITY OF CULVER CITY

Contact Person: HONG WANG *Telephone:* 310-353-5600

Original Contract Amount: *Final Contract Amount:* \$2,301,205

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

Project Name/Number: McCADDEN PLACE – BEVERLY BOULEVARD TO 3RD STREET / 10189026

Start and Finish Dates: 8/7/17 – 1/28/18

Project Description: EXCAVATION, CONCRETE IMPROVEMENTS, ALLOWANCES, LANDSCAPE

Agency Name: CITY OF LOS ANGELES

Contact Person: RALPH SHOVLIN *Telephone:* 213-978-0262

Original Contract Amount: \$496,000 *Final Contract Amount:* \$408,306

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

Project Name/Number: MAGNOLIA AVE. & RAMONA DR. WATER DISTRIBUTION MAIN / 10188799

Start and Finish Dates: 5/9/17 – 11/1/17

Project Description: ASPHALT, CONCRETE, WATER, LOOPS, STRIPING, ADJUSTMENTS

Agency Name: CITY OF RIVERSIDE

Contact Person: FERNANDO ROMERO *Telephone:* 951-826-5311

Original Contract Amount: \$1,984,777 *Final Contract Amount:* \$1,971,695

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

Project Name/Number: TRAFFIC SIGNAL IMPR. ON SANTA MONICA BLVD / 10188768

Start and Finish Dates: 7/1/17 – 10/6/17

Project Description: SURVEY, EXCAVATION, TRAFFIC CONTROL, CONCRETE, SWPPP, ELECTRICAL



BIDDER'S EXPERIENCE AND QUALIFICATIONS

Agency Name: CITY OF WEST HOLLYWOOD

Contact Person: SHARON PERLSTEIN

Telephone: NUMBER

Original Contract Amount: \$1,170,439

Final Contract Amount: \$1,291,399

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

Project Name/Number: 2016-17 STREET REHABILITATION PROGRAM / 10188741

Start and Finish Dates: 5/20/17 – 7/1/17

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

Agency Name: CITY OF SIERRA MADRE

Contact Person: CHRIS CIMINO

Telephone: 626-355-7135

Original Contract Amount: \$449,196

Final Contract Amount: \$570,294

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

Project Name/Number: STREET & LANDSCAPE IMPR. ON CARSON STREET / 10188501

Start and Finish Dates: 7/1/17 – 12/31/17

Project Description: REMOVALS, AC, IMPORT, TRAFFIC CONTROL, SITE FURNISHINGS, MASONRY

Agency Name: CITY OF HAWAIIAN GARDENS

Contact Person: ISMILE NOORBAKSH

Telephone: 562-420-2641

Original Contract Amount: \$2,620,118

Final Contract Amount: \$2,702,025

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

Project Name/Number: ASPHALT PAVING & PULVERIZING HAIWEE PP SOUTH ACCESS RD / 10188291

Start and Finish Dates: 6/14/17 – 8/1/17

Project Description: AC PAVING, GRADING, PULVERIZATION, MOBILIZATION

Agency Name: LACDPW

Contact Person: ISABEL DE VERA

Telephone: 213-367-4309

Original Contract Amount: \$132,321

Final Contract Amount: \$124,673

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

Project Name/Number: 6TH STREET BICYCLE BOULEVARD PROJECT / 10188038

Start and Finish Dates: 7/5/17 – 11/30/17

Project Description: EXCAVATION, AC GRIND AND OVERLAY, PCC IMPROVEMENTS, UNDERGROUND

Agency Name: CITY OF LONG BEACH



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BIDDER'S EXPERIENCE AND QUALIFICATIONS

Contact Person: STEVE TWEED *Telephone:* 562-570-5161

Original Contract Amount: \$821,000 *Final Contract Amount:* \$1,027,181

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

Project Name/Number: FY 2016-17 CDBG STREET IMPROVEMENTS / 10187953

Start and Finish Dates: 2/20/17 – 2/21/18

Project Description: REMOVALS, FULL DEPTH RECLAMATION, AC PAVING, GRADING, SLURRY SEAL

Agency Name: CITY OF HESPERIA

Contact Person: DAVID BURKETT *Telephone:* 760-947-1202

Original Contract Amount: \$ 1,417,999.60 *Final Contract Amount:* \$1,417,999

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

Project Name/Number: EMERGENCY GRIND AND OVERLAY / 10187603

Start and Finish Dates: 1/14/17 – 1/20/17

Project Description: GRIND AND OVERLAY

Agency Name: CITY OF VERNON

Contact Person: V. RODRIGUEZ *Telephone:* 323-583-88111

Original Contract Amount: \$100,000 *Final Contract Amount:* \$100,000

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

Project Name/Number: CONSTRUCTION ON ST.HWY ROUTE 18 IN S.B.COUNTY / 10187599

Start and Finish Dates: 4/1/17 – 6/23/17

Project Description: UNDERGROUND, PCC IMPROVEMENTS, AC PAVING, STRIPING, SIGNAGE STRUCTURES W/REBAR

Agency Name: CALTRANS

Contact Person: MOHSEN PARVINJAH *Telephone:* 916-227-6299

Original Contract Amount: \$1,076,000 *Final Contract Amount:* \$1,059,906

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

Project Name/Number: MARINE PARK IRRIGATION RETROFIT PROJECT / 10187204

Start and Finish Dates: 5/15/17 – 12/31/17

Project Description: SURVEY, REMOVALS, WATER LINE, PCC, AC, LANDSCAPE, IRRIGATION, ELECTRIC

Agency Name: CITY OF SANTA MONICA



BIDDER'S EXPERIENCE AND QUALIFICATIONS

Contact Person: CARLOS ROSALES *Telephone:* 310-458-8721

Original Contract Amount: \$2,065,100 *Final Contract Amount:* \$2,151,556

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

Project Name/Number: FY 2015-2016 PAVEMENT REHABILITATION PROGRAM / 10186801

Start and Finish Dates: 12/16/16 – 12/16/19

Project Description: COLD MILL, EXCAVATION, AC, PCC, CRACK TREATMENT, SURVEY

Agency Name: CITY OF EL MONTE

Contact Person: NADEEM SYED *Telephone:* 626-580-2058

Original Contract Amount: \$1,180,092 *Final Contract Amount:* \$2,029,332

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

Project Name/Number: CARSON STREET AND NORWALK BOULEVARD IMPROVEMENTS / 10186780

Start and Finish Dates: 5/1/17 – 6/1/17

Project Description: AC, DEMO, PCC, TRAFFIC CONTROL, MISCELLANEOUS FURNISHINGS

Agency Name: CITY OF HAWAIIAN GARDENS

Contact Person: ISHMILE NOORBAKSH *Telephone:* 562-420-2641

Original Contract Amount: \$369,880 *Final Contract Amount:* \$369,880

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

Project Name/Number: DUARTE ROAD ARTERIAL REHABILITATION / 10186427

Start and Finish Dates: 1/15/17 – 3/30/17

Project Description: AC GRIND & OVERLAY, EXCAVATION, CONCRETE, ELECTRICAL

Agency Name: CITY OF ARCADIA

Contact Person: TIM KELLECHER *Telephone:* 626-574-5415

Original Contract Amount: \$560,022 *Final Contract Amount:* \$532,009

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

Project Name/Number: YUCCA LOMA ROAD STREET AND STRIPING IMPROVEMENTS / 10186361

Start and Finish Dates: 12/1/16 – 2/1/17

Project Description: AC, BASE, PCC, GRADING, REMOVALS, UNDERGROUND, STRUCTURES

Agency Name: TOWN OF APPLE VALLEY



BIDDER'S EXPERIENCE AND QUALIFICATIONS

Contact Person: RICHARD PEDERSON *Telephone:* 760-240-7000

Original Contract Amount: \$389,000 *Final Contract Amount:* \$389,000

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

Project Name/Number: GOLD LINE STATION PEDESTRIAN AND BICYCLE IMPROVEMENTS / 10186191

Start and Finish Dates: 12/1/16 – 4/1/17

Project Description: EARTHWORK, CONCRETE, ASPHALT PAVING, MOB, TRAFFIC CONTROL

Agency Name: CITY OF DUARTE

Contact Person: RAFAEL CASILLAS *Telephone:* 626-357-7931

Original Contract Amount: \$1,674,357 *Final Contract Amount:* \$1,730,380

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

Project Name/Number: STREET SLURRY SEAL PROJECT 2016/2017 IN VARIOUS STREETS / 10186075

Start and Finish Dates: 11/28/16 – 2/15/17

Project Description: EXCAVATION, BASE, AC, PCC, SLURRY STRIPING

Agency Name: CITY OF BELL

Contact Person: ANGELA BUSTAMANTE *Telephone:* 323-588-6211

Original Contract Amount: \$ 462,000 *Final Contract Amount:* \$462,000

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

Project Name/Number: GAGE AVENUE IMPROVEMENTS FROM WILCOX AVENUE TO RIVER DR/ 10185788

Start and Finish Dates: 10/19/16 – 12/2/16

Project Description: TRAFFIC CONTROL, CLEARING & GRUBBING, CMB, ARHM, STRIPING

Agency Name: CITY OF BELL

Contact Person: DANI KIM *Telephone:* 323-588-6211

Original Contract Amount: \$ 671,000 *Final Contract Amount:* \$671,000

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

Project Name/Number: ARROYO DRIVE AREA SEWER AND STREET IMPROVEMENTS / 10185389

Start and Finish Dates: 11/1/16 – 1/30/17

Project Description: AC PAVING, PCC IMPROVEMENTS, UNDERGROUND, MANHOLES, EXCAVATION

Agency Name: CITY OF FULLERTON



BIDDER'S EXPERIENCE AND QUALIFICATIONS

Contact Person: DON HOPE *Telephone:* 714-738-6300

Original Contract Amount: \$ 874,000 *Final Contract Amount:* \$874,000

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

Project Name/Number: BEAR VALLEY ROAD RECONSTRUCTION (MARIPOSA TO AMARGOSA / 10185154

Start and Finish Dates: 10/15/16 – 12/16/16

Project Description: COLD PLANE, EXCAVATION, BASE, CONCRETE, ASPHALT, TRAFFIC, STRUCTURES

Agency Name: CITY OF VICTORVILLE

Contact Person: BRUCE MILLER *Telephone:* 760-955-5000

Original Contract Amount: \$ 2,323,000 *Final Contract Amount:* \$2,307,860

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

Project Name/Number: MCDONNELL AVENUE, ET AL / 10185083

Start and Finish Dates: 12/1/16 – 12/1/16

Project Description: MOB, DEMOLITION, EXCAVATION, CEMENT TREATED BASE, UNDERGROUND

Agency Name: LACDPW

Contact Person: TIM BAZINET *Telephone:* 626-458-3144

Original Contract Amount: \$3,076,035 *Final Contract Amount:* \$3,129,747

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

Project Name/Number: EXCAVATION, AC, PCC, ADJUSTMENTS, SLURRY SEAL, STRIPING / 10185040

Start and Finish Dates: 12/1/16 – 3/31/17

Project Description: EXCAVATION, AC, PCC, ADJUSTMENTS, SLURRY SEAL, STRIPING

Agency Name: CITY OF SAN GABRIEL

Contact Person: DAREN GRILLEY *Telephone:* 626-308-2800

Original Contract Amount: \$379,519 *Final Contract Amount:* \$699,171

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

Project Name/Number: RESIDENTIAL STREET REHABILITATION FY 14-15 & FY 15-16/ 10184825

Start and Finish Dates: 10/3/16 – 1/15/17

Project Description: RESIDENTIAL STREET REHABILITATION FY 14-15 & FY 15-16

Agency Name: CITY OF LA HABRA

Contact Person: EDDIE CHAN *Telephone:* 562-383-4151



BIDDER'S EXPERIENCE AND QUALIFICATIONS

Original Contract Amount: \$1,745,500 *Final Contract Amount:* \$1,745,500
Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number: MONROVIA RENEWAL – SOUTHWEST / SOUTHEAST AREA / 10184717
Start and Finish Dates: 10/3/16 – 1/15/17
Project Description: EXCAVATION/DEMOLITION, AC GRIND AND OVERLAY, PULVERIZE, CAPE SEAL
Agency Name: CITY OF MONROVIA
Contact Person: JIM MERRILL *Telephone:* 626-932-5575
Original Contract Amount: \$4,940,000 *Final Contract Amount:* \$4,940,000
Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number: WASHINGTON BOULEVARD STREET IMPROVEMENTS – PHASE 2/ 10184671
Start and Finish Dates: 10/1/16 – 12/23/16
Project Description: AC PAVING, CONCRETE IMPROVEMENTS, COLD MILL, ELECTRICAL
Agency Name: CITY OF MONTEBELLO
Contact Person: SAMUEL KOURI *Telephone:* 323-887-1460
Original Contract Amount: \$824,690 *Final Contract Amount:* \$824,690
Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number: TEMPLE AVENUE IMPROVEMENTS / 10184162
Start and Finish Dates: 12/6/16 – 1/16/17
Project Description: TRAFFIC CONTROL, DEMO, PCC, AC, LANDSCAPE, SLURRY SEAL
Agency Name: CITY OF LA PUENTE
Contact Person: ADEL FREIJ (WILDAN) *Telephone:* 562-364-8486
Original Contract Amount: \$524,751 *Final Contract Amount:* \$579,806
Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number: CONSTRUCTION OF LIBERTY PARK ANNEX EXTERIOR IMPROVEMENTS / 10184161
Start and Finish Dates: 8/29/16 – 9/21/16
Project Description: AC PAVING, CONCRETE IMPROVEMENTS, COLD MILL, ELECTRICAL
Agency Name: CITY OF CERRITOS
Contact Person: FREDDY BONILLA *Telephone:* 562-860-0311



BIDDER'S EXPERIENCE AND QUALIFICATIONS

Original Contract Amount: \$311,130 *Final Contract Amount:* \$311,130
Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number: 2017 CITYWIDE STREET RESURFACING / 10183764

Start and Finish Dates: 8/29/16-11/11/16

Project Description: SURVEY, CONCRETE, UNDERGROUND, AC, COLD PLANE, FENCING

Agency Name: CITY OF LA CANADA FLINTRIDGE

Contact Person: GREG KWOCEK *Telephone:* 818-790-8880

Original Contract Amount: \$1,284,195 *Final Contract Amount:* \$1,284,195
Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number: ALAMO STREET WIDENING WEST OF GAGE AVENUE / 10183436

Start and Finish Dates: 8/15/16 – 10/14/16

Project Description: DEMOLITION, CONCRETE IMPROVEMENTS, AC GRIND & OVERLAY

Agency Name: CITY OF SIMI VALLEY

Contact Person: SARAH SHESHEBOR *Telephone:* 805-583-6786

Original Contract Amount: \$288,629 *Final Contract Amount:* \$288,629
Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number: WILMINGTON AVENUE IMPROVEMENTS / 10183227

Start and Finish Dates: 9/12/16 – 12/16/16

Project Description: COLD PLANE, AC, PCC, ADJUSTMENTS, ELECTRICAL, SURVEY

Agency Name: CITY OF COMPTON

Contact Person: JOHN STRICKLAND *Telephone:* 310-605-5500

Original Contract Amount: \$1,219,750 *Final Contract Amount:* \$1,146,489
Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number: VALLEY VIEW UTILITY RELOCATION / 10182766

Start and Finish Dates: 7/18/16 – 8/31/16

Project Description: TRAFFIC CONTROL, EROSION CONTROL, WATER LINE, SIDEWALK

Agency Name: CITY OF CERRITOS

Contact Person: FREDDY BONILLA *Telephone:* 562-860-0311

Original Contract Amount: \$379,000 *Final Contract Amount:* \$379,000



BIDDER'S EXPERIENCE AND QUALIFICATIONS

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

Project Name/Number: CHICO AVENUE FROM RUSH STREET TO SOUTH END OF STREET / 10182094
Start and Finish Dates: 7/11/16 – 9/2/16
Project Description: COLD MILL, AC, GRADING, CONCRETE, ADJUST MANHOLES & VALVES
Agency Name: CITY OF SOUTH EL MONTE
Contact Person: ARJAN IDNADI *Telephone:* 626-579-6540
Original Contract Amount: \$299,210 *Final Contract Amount:* \$299,210
Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number: DESERT SHORES TOWNSITE ROADWAY IMPROVEMENT PROJECT / 10182072
Start and Finish Dates: 7/1/16 – 10/28/16
Project Description: SHOULDER BACKING, ADJUST MANHOLES & VALVES, COLD PLANE, ARAM
Agency Name: IMPERIAL COUNTY DEPARTMENT OF PUBLIC WORKS
Contact Person: JENELL GUERRERO *Telephone:* 442-265-1818
Original Contract Amount: \$1,111,000 *Final Contract Amount:* \$1,111,000
Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number: INTERSECTION MODIFICATION AT WALNUT AVENUE AND ALAMITOS / 10180933
Start and Finish Dates: 10/1/16 – 5/1/17
Project Description: EXCAVATION, AC GRIND & OVERLAY, CONCRETE, AGGREGATE BASE, UNDERGROUND
Agency Name: CITY OF LONG BEACH
Contact Person: ERIC LOWE *Telephone:* 562-570-5161
Original Contract Amount: \$851,568 *Final Contract Amount:* \$2,036,000
Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number: 2015-16 ANNUAL OVERLAY PROJECT / 10180815
Start and Finish Dates: 6/27/16 – 9/16/16
Project Description: COLD PLANE, GRADING, AC, CRACK SEAL, STRIPING, LOOPS
Agency Name: CITY OF SANTA CLARITA
Contact Person: FRANK LUJAN *Telephone:* 661-255-4942
Original Contract Amount: \$3,964,775 *Final Contract Amount:* \$3,964,775



BIDDER'S EXPERIENCE AND QUALIFICATIONS

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

Project Name/Number: BERYL STREET- FLAGLER TO 190TH DRAINAGE / 10180800
Start and Finish Dates: 6/13/16 – 10/1/16
Project Description: EXCAVATION, BASE, AC, PCC, COLD PLANE, UNDERGROUND
Agency Name: CITY OF REDONDO BEACH
Contact Person: SAILA POTUKUCHI *Telephone:* 310-372-1171
Original Contract Amount: \$1,658,101 *Final Contract Amount:* \$1,658,101
Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number: VALLEY BOULEVARD RECONSTRUCTION WITH PCC PAVEMENT / 10180528
Start and Finish Dates: 8/1/16 – 11/21/16
Project Description: DEMO, GEOGRID, EXCAVATION, EARTHWORK, PCC, ADJUSTMENT
Agency Name: CITY OF INDUSTRY
Contact Person: GERRY PEREZ *Telephone:* 626-333-0336
Original Contract Amount: \$3,828,191 *Final Contract Amount:* \$886,882
Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number: BEACH PARKING LOT 4S ACCESS IMPROVEMENTS AND PAVING / 10179877
Start and Finish Dates: 5/23/16 – 6/24/16
Project Description: COLD MILL, CONCRETE, EXCAVATION, SITE FURNISHINGS, AC
Agency Name: CITY OF SANTA MONICA
Contact Person: ZACH POLLARD *Telephone:* 310-458-8411
Original Contract Amount: \$706,094 *Final Contract Amount:* \$706,094
Change in contract amount is due to items of work being added/deleted by the agency.

If Contractor has not performed work for the City of La Habra within the last five (5) years, list all work done within said five years (attach additional sheets if necessary). Note if work was done as subcontractor (include only subcontract amount):

Work Description & Contract Amount	Agency	Date Completed
Please refer to attached List of Projects and References		

Contractor's License No.: 747612 Class: A

a. Date first obtained: 03/31/98 Expiration: 03/31/22

b. Has License ever been suspended or revoked? No

If yes, described when and why: _____

c. Any current claims against License or Bond? No

If yes, describe claims: _____

Principals in Company (List all – attach additional sheets if necessary):

<u>NAME</u>	<u>TITLE</u>	<u>LICENSE NO.</u> <u>(If Applicable)</u>
<u>Please see attached Certificate of Incumbency and Resolution</u>		
_____	_____	_____

CERTIFICATE OF INCUMBENCY AND RESOLUTION

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

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

<u>TITLE</u>	<u>NAME</u>
Chairman Of The Board	John Harrington
President	William Joseph Thomas Boyd
Vice President, CFO, Treasurer and Assistant Secretary	Christopher Winter
Vice President and Assistant Secretary	Scott Bottomley
Secretary	Anthony L. Martino, II
Assistant Secretary	Curtis Weltz
Assistant Secretary	Jeff Galterio

I further certify that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said Company at a meeting held on December 3, 2020, and that this resolution has not been in any way rescinded, annulled, or revoked but the same is still in full force and effect:

“BID TENDERS: GENERAL

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 1st day of June, 2021.

(SEAL)



Anthony L. Martino, II
Secretary
Sully-Miller Contracting Company
135 S. State College Blvd., Ste. 400
Brea, CA 92821

Prime Contractor:
Sully-Miller Contracting Company

DBE BIDDER'S LIST

All bidders/proposers are requested to provide the following information for all DBE and non-DBE contractors or consultants who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also requested from the proposed prime contractor/consultant and should be submitted with their bid/proposal. The City of La Habra will use this information to maintain and update a "Bidders" List to assist in the overall annual DBE goal-setting process.

Firm Name: <u>Sully-Miller Contracting Company</u>	Phone: <u>714/578-9600</u>
<u>135 S. State College Blvd., Suite #400</u>	
Address: <u>Brea, CA 92821</u>	Fax: <u>714/578-9672</u>
Contact Person: <u>Jeff Galterio, Assistant Secretary</u> No. of years in business: <u>97 years</u>	
Is the firm currently certified as a DBE under 49 CFR Part 26: YES: <u> </u> NO: <u>X</u>	
Type of work/services/materials provided by firm? _____ <u>General Engineering Contractor</u>	
<hr/> <hr/>	
What was your firm's Gross Annual receipts for last year?	
Less than \$1 Million	
Less than \$5 Million	
Less than \$10 Million	
Less than \$15 Million	
<u>More than \$15 Million</u>	

This form can be duplicated if necessary to report all bidders (DBEs and non-DBEs) information.

Prime Contractor:
Sully-Miller Contracting Company

DBE BIDDER'S LIST

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Firm Name: <u>CaseLand Surveying, inc</u>	Phone: <u>714-628-8948</u>
Address: <u>614 N. Eckhoff St., Orange, CA</u>	Fax: <u>714-628-8905</u>
Contact Person: <u>Larry V. Case</u>	No. of years in business: <u>35</u>
Is the firm currently certified as a DBE under 49 CFR Part 26: YES: <input type="checkbox"/> NO: <input checked="" type="checkbox"/>	
Type of work/services/materials provided by firm? <u>Surveying</u>	
What was your firm's Gross Annual receipts for last year?	
Less than \$1 Million	
<u>Less than \$5 Million</u>	
Less than \$10 Million	
Less than \$15 Million	
More than \$15 Million	

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Sully-Miller Contracting Company

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Firm Name: <u>EBS UTILITIES ADJUSTING INC</u>	Phone: <u>951-279-6869</u>
Address: <u>1345 QUARRY ST.</u>	Fax: <u>951-279-6832</u>
Contact Person: <u>ANDREW BALLIN</u>	No. of years in business: <u>12</u>
Is the firm currently certified as a DBE under 49 CFR Part 26: YES: <input type="checkbox"/> NO: <input checked="" type="checkbox"/>	
Type of work/services/materials provided by firm? <u>UTILITY ADJUSTING</u>	
What was your firm's Gross Annual receipts for last year?	
Less than \$1 Million	
Less than \$5 Million	
<u>Less than \$10 Million</u>	
Less than \$15 Million	
More than \$15 Million	

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Prime Contractor:
Sully-Miller Contracting Company

DBE BIDDER'S LIST

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Firm Name: <u>CMB STRUCTURES, INC</u>	Phone: <u>(909)980-4538</u>
Address: <u>7090 ARCHIBALD AVE RANCHO CUCAMONGA CA</u>	Fax: <u>909980-4538</u>
Contact Person: <u>MORGAN HOOVER</u>	No. of years in business: <u>30</u>
Is the firm currently certified as a DBE under 49 CFR Part 26: YES: <input checked="" type="checkbox"/> NO: <input type="checkbox"/>	
Type of work/services/materials provided by firm? <u>INSTALLATION OF STRUCTURAL CONCRETE</u>	
<hr/>	
<hr/>	
What was your firm's Gross Annual receipts for last year?	
Less than \$1 Million	
Less than \$5 Million	
Less than \$10 Million	
Less than \$15 Million	
More than \$15 Million	

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Prime Contractor:
Sully-Miller Contracting Company

DBE BIDDER'S LIST

All bidders/proposers are requested to provide the following information for all DBE and non-DBE contractors or consultants who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also requested from the proposed prime contractor/consultant and should be submitted with their bid/proposal. The City of La Habra will use this information to maintain and update a "Bidders" List to assist in the overall annual DBE goal-setting process.

Firm Name: <u>Pavement Recycling Systems</u>	Phone: <u>951-682-1091</u>
Address: <u>10240 San Servain Way, Jurupa Valley, CA</u>	Fax: <u>951-682-1091</u>
Contact Person: <u>Michelle Vander Sluis</u>	No. of years in business: <u>30+ years</u>
Is the firm currently certified as a DBE under 49 CFR Part 26: YES: <input type="checkbox"/> NO: <input checked="" type="checkbox"/>	
Type of work/services/materials provided by firm? <u>Pavement Removal</u>	
<hr/> <hr/>	
What was your firm's Gross Annual receipts for last year?	
Less than \$1 Million	
Less than \$5 Million	
Less than \$10 Million	
Less than \$15 Million	
<u>More than \$15 Million</u>	

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Prime Contractor:
Sully-Miller Contracting Company

DBE BIDDER'S LIST

All bidders/proposers are requested to provide the following information for all DBE and non-DBE contractors or consultants who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also requested from the proposed prime contractor/consultant and should be submitted with their bid/proposal. The City of La Habra will use this information to maintain and update a "Bidders" List to assist in the overall annual DBE goal-setting process.

Firm Name: <u>J & S Striping Co.</u>	Phone: <u>(909)-947 8073</u>
Address: <u>1544 Vineyard Ave. Ontario CA</u>	Fax: <u>(909)-947-9489</u>
Contact Person: <u>Robert Aragón</u>	No. of years in business: <u>41</u>
Is the firm currently certified as a DBE under 49 CFR Part 26: YES: <input type="checkbox"/> NO: <input checked="" type="checkbox"/>	
Type of work/services/materials provided by firm? <u>Striping, Signs,</u> <u>and wheel stops</u>	
What was your firm's Gross Annual receipts for last year?	
Less than \$1 Million	
<u>Less than \$5 Million</u>	
Less than \$10 Million	
Less than \$15 Million	
More than \$15 Million	

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Prime Contractor:
Sully-Miller Contracting Company

DBE BIDDER'S LIST

All bidders/proposers are requested to provide the following information for all DBE and non-DBE contractors or consultants who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also requested from the proposed prime contractor/consultant and should be submitted with their bid/proposal. The City of La Habra will use this information to maintain and update a "Bidders" List to assist in the overall annual DBE goal-setting process.

Firm Name: _____	Phone: _____
Address: _____	Fax: _____
Contact Person: _____	No. of years in business: _____
Is the firm currently certified as a DBE under 49 CFR Part 26: YES: ___ NO: ___	
Type of work/services/materials provided by firm? _____	

What was your firm's Gross Annual receipts for last year?	
Less than \$1 Million	
Less than \$5 Million	
Less than \$10 Million	
Less than \$15 Million	
More than \$15 Million	

This form can be duplicated if necessary to report all bidders (DBEs and non-DBEs) information.

Prime Contractor:
Sully-Miller Contracting Company

DBE BIDDER'S LIST

All bidders/proposers are requested to provide the following information for all DBE and non-DBE contractors or consultants who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also requested from the proposed prime contractor/consultant and should be submitted with their bid/proposal. The City of La Habra will use this information to maintain and update a "Bidders" List to assist in the overall annual DBE goal-setting process.

Firm Name: _____	Phone: _____
Address: _____	Fax: _____
Contact Person: _____	No. of years in business: _____
Is the firm currently certified as a DBE under 49 CFR Part 26: YES: ___ NO: ___	
Type of work/services/materials provided by firm? _____	

What was your firm's Gross Annual receipts for last year?	
Less than \$1 Million	
Less than \$5 Million	
Less than \$10 Million	
Less than \$15 Million	
More than \$15 Million	

This form can be duplicated if necessary to report all bidders (DBEs and non-DBEs) information.

Prime Contractor:
Sully-Miller Contracting Company

DBE BIDDER'S LIST

All bidders/proposers are requested to provide the following information for all DBE and non-DBE contractors or consultants who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also requested from the proposed prime contractor/consultant and should be submitted with their bid/proposal. The City of La Habra will use this information to maintain and update a "Bidders" List to assist in the overall annual DBE goal-setting process.

Firm Name: _____	Phone: _____
Address: _____	Fax: _____
Contact Person: _____	No. of years in business: _____
Is the firm currently certified as a DBE under 49 CFR Part 26: YES: ___ NO: ___	
Type of work/services/materials provided by firm? _____	

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What was your firm's Gross Annual receipts for last year?	
Less than \$1 Million	
Less than \$5 Million	
Less than \$10 Million	
Less than \$15 Million	
More than \$15 Million	

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Prime Contractor:
Sully-Miller Contracting Company

DBE BIDDER'S LIST

All bidders/proposers are requested to provide the following information for all DBE and non-DBE contractors or consultants who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also requested from the proposed prime contractor/consultant and should be submitted with their bid/proposal. The City of La Habra will use this information to maintain and update a "Bidders" List to assist in the overall annual DBE goal-setting process.

Firm Name: _____	Phone: _____
Address: _____	Fax: _____
Contact Person: _____	No. of years in business: _____
Is the firm currently certified as a DBE under 49 CFR Part 26: YES: ___ NO: ___	
Type of work/services/materials provided by firm? _____	

<hr/> <hr/>	
What was your firm's Gross Annual receipts for last year?	
Less than \$1 Million	
Less than \$5 Million	
Less than \$10 Million	
Less than \$15 Million	
More than \$15 Million	

This form can be duplicated if necessary to report all bidders (DBEs and non-DBEs) information.

VIOLATIONS OF FEDERAL, STATE, OR LOCAL LAWS

1. Has your firm or its officers been assessed any penalties by an agency for noncompliance or violations of Federal, State, or Local labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?

Yes/No: _____ Federal/State: _____

If "yes", identify and describe, (including agency and status):


Please see attached Penalty Information

Have the penalties been paid? Yes/No: _____

2. Does your firm or its officers have any ongoing investigations by any public agency regarding violations of the State Labor Code, California Business and Professions Code or State Licensing Laws?

Yes/No: No Code/Laws: _____ Section/Article: _____

If "yes", identify and describe, (including agency and status):

Labor Commissioner, State of California Department of Industrial Relations Division of Labor Standards Enforcement Bureau of Field Enforcement - Public Works 320 W. 4th Street, Suite 450 Los Angeles, CA 90013 TEL: (213) 620-6468 FAX: (213) 620-6047	Edmund G. Brown Jr., Governor 
DATE: October 31, 2017	In Reply Refer to Case No: 40-56783-213

CIVIL WAGE AND PENALTY ASSESSMENT

Awarding Body City of Fullerton	Work Performed in County of Orange
PROJECT NAME Commonwealth Ave. Sewer, Water & Street Recon.	Project No.
Prime Contractor Sully-Miller Contracting Company, a Delaware Corporation	
Subcontractor	

After an investigation concerning either the payment of wages to workers employed in the execution of the contract for the above-named public works project or compliance with the apprenticeship standards found in Labor Code section 1777.5, or both, the Division of Labor Standards Enforcement (the "Division") has determined that violations of the California Labor Code have been committed by the contractor and/or subcontractor identified above. In accordance with Labor Code section 1741, the Division hereby issues this Civil Wage and Penalty Assessment.

The nature of the violations of the Labor Code and the basis for the assessment are as follows:

Wage Violations: Sully-Miller Contracting Company, a Delaware Corporation misclassified workers which resulted in a failure to pay prevailing wage for straight time and overtime hours. Additionally, Sully-Miller Contracting Company, a Delaware Corporation also failed to pay training funds. The penalties are assessed pursuant to Labor Code Section 1775 and 1813.

Apprenticeship Violations: Sully-Miller Contracting Company, a Delaware Corporation failed to submit the contract award information (DAS 140) and failed to meet the 5-to-1 journeyman to apprentice ratio. The penalties are assessed pursuant to Labor Code Section 1777.7.

The attached Audit Summary further details the basis for this Assessment and itemizes the calculation of wages and penalties due under Labor Code sections 1775 and 1813.

The Division has determined that the total amount of wages due is: \$1,782.42

The Division has determined that the total amount of penalties assessed under Labor Code sections 1775 and 1813 is: \$2,440.00

The Division has determined that the amount of penalties assessed under Labor Code section 1777.7 is: \$21,520.00

The Division has determined that the amount of penalties assessed under Labor Code section 1776 against Sully-Miller Contracting Company, a Delaware Corporation is: \$0.00

Please refer to page 5 for specific withholding obligations pertaining to these amounts.

STATE LABOR COMMISSIONER

By: [Signature]
Patricia Cazares
 Deputy Labor Commissioner II
 PW 28 (Rev. 06-7/2015)

I hereby certify that the herein document is true, and correct copy of the original document, contained in the files of the Labor Commissioner served on the parties herein.

Executed on the 15th
 day of February, 2018
 at Van Nuys, CA

STATE LABOR COMMISSIONER

By: [Signature]
 Deputy

Notice of Right to Obtain Review - Formal Hearing

In accordance with Labor Code Section 1742, an affected contractor or subcontractor may obtain review of this Civil Wage and Penalty Assessment by transmitting a written request to the office of the Labor Commissioner that appears below within 60 days after service of the assessment.

To obtain a hearing, a written Request for Review must be transmitted to the following address:

Labor Commissioner - State of California
Civil Wage and Penalty Assessment Review Office
PO Box 32889
Long Beach, CA 90832

A Request for Review either shall clearly identify the Civil Wage and Penalty Assessment from which review is sought, including the date of the assessment, or it shall include a copy of the assessment as an attachment, and shall also set forth the basis upon which the assessment is being contested. In accordance with Labor Code section 1742, the contractor or subcontractor shall be provided an opportunity to review evidence to be utilized by the Labor Commissioner at the hearing within 20 days of the Labor Commissioner's receipt of the written Request for Review.

Failure by a contractor or subcontractor to submit a timely Request for Review will result in a final order which shall be binding on the contractor and subcontractor, and which shall also be binding, with respect to the amount due, on a bonding company issuing a bond that secures the payment of wages and a surety on a bond. Labor Code section 1745.

In accordance with Labor Code section 1742(d), a certified copy of a final order may be filed by the Labor Commissioner in the office of the clerk of the superior court in any county in which the affected contractor or subcontractor has property or has or had a place of business. The clerk, immediately upon the filing, shall enter judgment for the State against the person assessed in the amount shown on the certified order.

I hereby certify that the herein document is a full, true, and correct copy of the original document, contained in the files of the Labor Commissioner served on the parties herein.

Executed on the 15th
day of February, 2019
at Van Nuys, CA

STATE LABOR COMMISSIONER

By Wesley Orvas
Deputy

(continued on next page)

Opportunity for Settlement Meeting

In accordance with Labor Code section 1742.1(c), the Labor Commissioner shall, upon receipt of a request from the affected contractor or subcontractor within 30 days following the service of this Civil Wage and Penalty Assessment, afford the contractor or subcontractor the opportunity to meet with the Labor Commissioner or his or her designee to attempt to settle a dispute regarding the assessment. The settlement meeting may be held in person or by telephone and shall take place before the expiration of the 60-day period for seeking a hearing as set forth above under the heading Notice of Right to Obtain Review. No evidence of anything said or any admission made for the purpose of, in the course of, or pursuant to, the settlement meeting is admissible or subject to discovery in any administrative or civil proceeding. This opportunity to timely request an informal settlement meeting is in addition to the right to obtain a formal hearing, and a settlement meeting may be requested even if a written Request for Review has already been made.

Requesting a settlement meeting, however, does not extend the 60-day period during which a formal hearing may be requested.

A written request to meet with the Labor Commissioner or his or her designee to attempt to settle a dispute regarding this assessment must be transmitted to Pabian Cazares at the following address:

State of California - Department of Industrial Relations
Division of Labor Standards Enforcement - Public Works Unit
320 W. 4th Street, Suite 450
Los Angeles, CA 90013

Payment of Civil Wage and Penalty Assessment

Payment of the assessed wages and/or penalties must be made by check or money order payable to the Division of Labor Standards Enforcement and mailed to the following address along with a copy of this Civil Wage and Penalty Assessment:

State of California - Department of Industrial Relations
Division of Labor Standards Enforcement - Cashiering Unit
2031 Howe Avenue, Suite 100
Sacramento, CA 95825-0196

I hereby certify that the herein document is a full, true, and correct copy of the original document, contained in the files of the Labor Commissioner served on the parties herein.

Executed on the 15th
day of February, 2018
at Van Nuys, CA

(continued on next page)

STATE LABOR COMMISSIONER

By Winn Moran
Deputy

Liquidated Damages

In accordance with Labor Code section 1742.1(a), after 60 days following the service of this Civil Wage and Penalty Assessment, the affected contractor, subcontractor, and surety on a bond or bonds issued to secure the payment of wages covered by the assessment shall be liable for liquidated damages in an amount equal to the wages, or portion that still remain unpaid. If the assessment subsequently is overturned or modified after administrative or judicial review, liquidated damages shall be payable only on the wages found to be due and unpaid. If the contractor or subcontractor demonstrates to the satisfaction of the Director of the Department of Industrial Relations that he or she had substantial grounds for believing the assessment or notice to be an error, the Director shall waive payment of the liquidated damages.

Notwithstanding the above, in accordance with Labor Code 1742.1(b), there shall be no liability for liquidated damages if the full amount of the assessment or notice, including penalties, has been deposited with the Department of Industrial Relations, within 60 days following service of the Assessment or Notice, for the Department to hold in escrow pending administrative and judicial review. The Department shall release such funds, plus any interest earned, at the conclusion of all administrative and judicial review to the persons and entities who are found to be entitled to such funds.

Deposits must be made by check or money order payable to the Department of Industrial Relations with a letter and a copy of the Civil Wage and Penalty Assessment and mailed to:

Department of Industrial Relations
Attention Cashiering Unit
P.O. Box 420603
San Francisco, CA 94142

The Amount of Liquidated Damages Available Under this Assessment is: \$1,782.42

I hereby certify that the herein document is a full, true, and correct copy of the original documents, contained in the files of the Labor Commissioner served on the parties herein.

Executed on the 15th
day of February, 2018
at San Diego, CA

STATE LABOR COMMISSIONER

By Deion Moran
Deputy

(continued on next page)

Statutory Withholding Obligations

1. Awarding Body Withholding Obligations

In accordance with Labor Code section 1727(a), before making payments to the contractor of money due under a contract for public work, the awarding body shall withhold and retain therefrom all amounts required to satisfy this Civil Wage and Penalty Assessment. The amount required to satisfy this Civil Wage and Penalty Assessment shall not be disbursed by the awarding body until receipt of a final order that is no longer subject to judicial review.

The amount which must be withheld and retained by the awarding body pursuant to this Civil Wage and Penalty Assessment is:

Wages Due:	<u>\$1,782.42</u>
Penalties Due Under Labor Code sections 1775 and 1813:	<u>\$2,440.00</u>
Penalties Due Under Labor Code section 1777.7:	<u>\$21,520.00</u>
Penalties Due Under Labor Code sections 1776:	<u>\$0.00</u>
Total Withholding Amount:	\$25,742.42

2. Prime Contractor Withholding Obligations:

In accordance with Labor Code section 1727(b), if the awarding body has not retained sufficient money under the contract to satisfy this Civil Wage and Penalty Assessment based on a subcontractor's violations, the contractor shall, upon the request of the Labor Commissioner, withhold sufficient money due the subcontractor under the contract to satisfy the assessment and transfer the money to the awarding body. This amount shall not be disbursed by the awarding body until receipt of a final order that is no longer subject to judicial review.

If this box is checked, the Labor Commissioner hereby requests that the prime contractor withhold the following amount from money due the subcontractor and transfer the money to the awarding body to satisfy this assessment:

Wages Due:	<u>\$1,782.42</u>
Penalties Due Under Labor Code sections 1775 and 1813:	<u>\$2,440.00</u>
Penalties Due Under Labor Code section 1777.7:	<u>\$21,520.00</u>
Penalties Due Under Labor Code sections 1776:	<u>\$0.00</u>
Total Withholding Amount:	\$25,742.42

Distribution:

Awarding Body
Prime Contractor

I hereby certify that the herein document is a full, true, and correct copy of the original document, contained in the files of the Labor Commissioner served on the parties herein.

Executed on the 15th
day of February, 2019
at Van Nuys, CA

STATE LABOR COMMISSIONER

By Devin Wray
Deputy

DISQUALIFICATION OR DEBARMENT

Has your firm, any officer of your firm, or any employee who has a proprietary interest in your firm ever been disqualified, removed, or otherwise prevented from bidding on, performing work on, or completing a federal, state, or local project because of a violation of law or a safety regulation?

Yes/No: No

If yes, provide the following information (if more than once, use separate sheets):

Date: _____ Entity: _____

Location: _____

Reason: _____

Provide Status and any Supplemental Statement: _____

Has your firm been reinstated by this entity?

Yes/No: _____

LIST OF SUBCONTRACTORS

**PARK LA HABRA MOBILE HOMES PARK AND VIEW PARK MOBILE
HOME ESTATES PARK STREET IMPROVEMENTS
CITY PROJECT NO. 3-R-17**

The bidder shall list below the name and the location of the place of business of each Subcontractor who will perform work or render services to the prime contractor in or about the construction of the work or improvement in excess of one-half of one percent (1/2%) of the prime contractor's total bid or ten thousand dollars (\$10,000.00) whichever is greater in accordance with the requirements of Section 4100 to 4133 inclusive of the public contracts code.

<u>Work to be Performed</u>	<u>License Number</u>	<u>Subcontractor and Address of Office, Mill or Shops</u>	<u>Percent of Total Contract</u>
Utility Adjust	Lic: 932798A Dir: 1000004286	EBS Utilities Adjusting, inc. 1345 Quarry St., #101, Corona, CA	2.5%
Pavement Removal (partial)	Lic: 569352 Dir: 1000003363	Pavement Recycling Systems, inc 10240 San Simeone Way, Jurupa Valley, CA	1.6%
Structures	Lic: 613977 Dir: 1000001531	CMB Structures 7090 Archibald Ave, Rancho Cucamonga, CA	2.4%
Survey	Lic: LS411 Dir: 1000001533	Case Land Surveying, inc. 614 N. Eckhoff St., Orange, CA	3.2%
Striping	Lic: 774600 Dir: 1000000306	Chris Company 2080 Lina Ave, Phenixington, GA	(JG)
Signs, wheel stops, Striping	Lic: 538211 Dir: 1000006912	J&S Striping Co. 1544 Vineyard Ave. Ontario CA	1.3%

Note: Do not list alternative subcontractors for the same work.

Contractor Sully-Miller Contracting Company

Please see attached Bid Bond

BID SECURITY FORM

(Check to Accompany Bid)

(Note: The following form shall be used in case check accompanies bid.)

Accompanying this proposal is a *(Certified) *(Cashiers) check payable to the order of the City of La Habra, California, hereinafter referred to as "Owner", for

**PARK LA HABRA MOBILE HOMES PARK AND VIEW PARK MOBILE
HOME ESTATES PARK STREET IMPROVEMENTS
CITY PROJECT NO. 3-R-17**

In the amount of \$ _____ Dollars,
this amount being ten percent (10%) of the total amount of the bid. The proceeds of this check shall become the property of said Owner provided this proposal shall be accepted by the said Owner through action if its legally constituted contracting authorities and the undersigned shall fail to execute a contract and furnish the required Performance and Payment Bonds and proof of insurance coverage within the stipulated time; otherwise, the check shall be returned to the undersigned. The proceeds of this check shall also become the property of the Owner if the undersigned shall withdraw his bid within the period of forty-five (45) days after the date set for the opening thereof unless otherwise required by law and notwithstanding the award of the Contract to another bidder.

Bidder

*Delete the inapplicable word.

NOTE: If the bidder desires to use a bond instead of a check, the Bid Bond form on the following pages shall be executed. The sum of this bond shall be not less than ten percent (10%) of the total amount of the bid.

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we Sully-Miller Contracting Company as principal and Liberty Mutual Insurance Company as surety, are held and firmly bound unto the City of La Habra, California hereinafter referred to as "Owner", in the sum of Ten Percent of the total amount bid _____ Dollars (\$ 10%) to be paid to the said Owner, its successors and assigns for which payment well and truly to be made we 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 certain proposal of the above bounden for the construction of Street Improvements as specifically set forth in documents entitled:

PARK LA HABRA MOBILE HOMES PARK AND VIEW PARK MOBILE HOME ESTATES PARK STREET IMPROVEMENTS CITY PROJECT NO. 3-R-17

all in accordance with the specifications and drawings on file at the offices of the City Clerk of the City of La Habra, California and is not withdrawn within the period of sixty (60) days after the date set for the opening of bids unless otherwise required by law and notwithstanding the award of the Contract to another bidder and that if said proposal is accepted by the Owner through action of its legally constituted contracting authorities and if the above bounden his heirs, executors, administrators, successors and assigns shall duly enter into and execute a contract for such construction and shall execute and deliver the required Performance and Payment Bonds and proof of insurance coverage within ten (10) days (not including Saturdays, Sundays and Holidays) after the date of notification by and from the said Owner that the said contract is ready for execution, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set hands and seal this 21st

day of July, 2021.

Liberty Mutual Insurance Company

By: Victoria M. Campbell
Victoria M. Campbell, Attorney-in-Fact

Sully-Miller Contracting Company

Jeff Galterio
Jeff Galterio, Assistant Secretary

BIDDER

NOTE: The standard printed bond form of any bonding company acceptable to the Owner may be used in lieu of the foregoing approved sample bond form provided the security stipulations protecting the Owner are not in any way reduced by use of the Surety Company's printed standard form.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE § 1189

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

State of California

County of Orange

On August 6, 2021 before me, *J. Daniels*, Notary Public, personally appeared

Jeff Galterio

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

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

WITNESS my hand and official seal.



Signature

J. Daniels

*Signature of Notary Public
J. Daniels, 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: **Bid Bond**

Document Date: July 21, 2021 Number of Pages 1

Signer(s) Other Than Named Above: _____

Capacity Claimed by Signer:

Signer's Name **Jeff Galterio**

Corporate Officer: Assistant Secretary

Other: _____

Signer Represents: **Sully-Miller Contracting Company**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

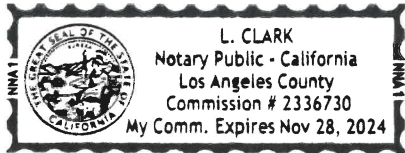
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On JUL 21 2021 before me, L. Clark, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Victoria M. Campbell
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: JUL 21 2021
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: 8205201-971932

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, Khoi Tran, Victoria M. Campbell

all of the city of Los Angeles 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 5th day of April, 2021.



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

By: David M. Carey

David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 5th day of April, 2021 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 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 21st day of July, 2021.



By: Renee C. Llewellyn

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.

NON-COLLUSION AFFIDAVIT
FOR

**PARK LA HABRA MOBILE HOMES PARK AND VIEW PARK MOBILE
HOME ESTATES PARK STREET IMPROVEMENTS
CITY PROJECT NO. 3-R-17**

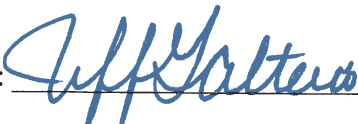
(TO BE EXECUTED BY EACH AWARDEE OF A PRINCIPAL CONTRACT)

STATE OF CALIFORNIA)
) SS.
County of Orange)

_____ Jeff Galterio _____, being first duly sworn,
deposes and says that he is Assistant Secretary
(sole owner, partner, president, secretary, etc.)

of Sully-Miller Contracting Company

The party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham: that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, nor that anyone shall refrain from bidding; that said bidder has not in any manner directly or indirectly sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, nor to fix any overhead, profit cost element of such bid price nor of that of any other bidder nor to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not directly or indirectly, submitted his bid price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member of agent thereof nor to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed: 

Title: Jeff Galterio, Assistant Secretary

Subscribed and sworn to before me

This _____ day of _____, 2021

Please see attached Notary

SEAL OF NOTARY PUBLIC

CALIFORNIA JURAT WITH AFFIANT STATEMENT

CIVIL CODE § 8202

See Attached Document (Notary to cross out lines 1-6 below)

See Statement Below (Lines 1-6 to be completed only by document signer, not Notary)

1	-----
2	-----
3	-----
4	-----
5	-----
6	-----

Signature of Document Signer No. 1

Signature of Document Signer No. 2

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

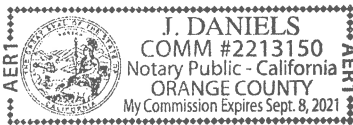
Subscribed and sworn to (or affirmed) before me

On this 6th day of August, 2021 by:

Name of signer(s)

1. Jeff Galterio

2. _____



Proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature

Signature of Notary Public

J. Daniels, 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: Non-Collusion Affidavit

Document Date: August 5, 2021

Number of Pages 1

Signer(s) Other Than Named Above: _____

Signer Represents: Sully-Miller Contracting Company

WORKER'S COMPENSATION CERTIFICATE

(AS REQUIRED BY SECTION 1861
OF THE CALIFORNIA LABOR CODE)

I am aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of said Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Contractor Sully-Miller Contracting Company

By 

Title Jeff Galterio, Assistant Secretary

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder **has** ____, **has not** been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

Public Contract Code Section 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.