DATE: January 10, 2023
TO: Mayor and Council Members
FROM: Public Works Department
SUBJECT: Agreement with Cedro Construction, Inc for the Water Main Replacement Project on Victor Avenue and Local Street South of Century Boulevard (Bid No. CB-22-17)

RECOMMENDATION:
It is recommended that the Mayor and Council Members take the following actions:

1. Adopt a resolution amending the Fiscal Year 2022-2023 Budget; and
2. Award a contract and approve an agreement with Cedro Construction, Inc. (Contractor), in a total amount not to exceed $1,667,512.55 (includes a ten percent (10%) contingency in an amount not to exceed $151,592.05) for the Water Main Replacement Project on Victor Avenue and Local Street South of Century Boulevard (Bid No. CB-22-17). [American Rescue Plan Act (ARPA) and Water Funds]

BACKGROUND:
The City of Inglewood (City) Water Service area covers approximately 4,600 acres within its corporate boundaries. The City provides water to about 80% of the residences and businesses in the City. The remaining 20% of residences and businesses receive water services from the Golden State Water Company or the Cal-American Water Company. The City’s water system consists of 152 miles of water main pipes, including approximately 25 miles of cast iron pipes and 87 miles of asbestos-cement pipes.

Within the last two years, water main breaks have occurred on the local access street south of Century Boulevard and also on Victor Avenue. Public Works staff has determined that existing water mains must be replaced and upgraded with new lines.

Public Works engineers have investigated the line breaks and designed the new water main replacements. The design for the proposed water main replacement project was completed in March 2022. The total length of the pipelines to be replaced in the proposed project is approximately 3,700 linear feet. The scope of work also includes replacing 81 existing water service connections, construction of six (6) fire hydrants, and abandoning existing water lines. Listed below are locations where pipelines will be replaced:

- Victor Avenue between Hill Street and Venice Way
- The local access street south of Century Boulevard between 2nd Avenue and 8th Avenue
ARPA PROJECT ELIGIBILITY:
On March 11, 2021, the American Rescue Plan Act ("ARPA") was signed into law by President Biden, establishing the Coronavirus State and Local Fiscal Recovery Funds ("CSLFRF") Program, which provides State, local, and Tribal governments across the country with a $350 billion allocation to support their response to the COVID-19 public health emergency and its economic impacts within their communities.

The CSLFRF Program ensures that governments have the resources needed to do the following:

- Fight the pandemic and support families and businesses struggling with public health and economic impacts;
- Maintain vital public services, even amid declines in revenue resulting from the crisis; and
- Build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity.

Based on this premise, The United States Department of the Treasury has identified funding objectives that provide substantial flexibility for each jurisdiction to meet its local needs within four (4) eligible Expenditure Category groupings. One of those groupings includes investments in Water, Sewer, and Broadband Infrastructure.

With regard to this project, ARPA-eligible water and sewer infrastructure projects must meet eligibility requirements as detailed by the Environmental Protection Agency (EPA) under its Clean Water State Revolving Fund (CWSRF) or the Drinking Water State Revolving Fund (DWSRF), as outlined in the Final Rule. This project qualifies as an eligible DWSRF project and meets the criteria under the CSLFRF Expenditure Category, Drinking Water: Transmission & Distribution.

DISCUSSION:
On August 1, 2022, Public Works staff prepared and completed project specifications for the Water Main Replacement Project on Victor Avenue and Local Street South of Century Boulevard (Bid No. CB-22-17).

On August 25, 2022, the Office of the City Clerk sent out an advertisement in a local Inglewood newspaper that included an invitation to submit bid proposals on the project. The Public Works Department also posted an invitation to submit bid proposals through the PlanetBids.com bid services portal and notified two (2) prospective contractors by email about the bid invitation.

On September 6, 2022, the Public Works Department approved the CEQA Notice of Exemption document for this project. On October 20, 2022, it was filed at the L.A. County Clerk’s office along with a fee of $75. The file number for this document is 2022229596.

On September 14, 2022, Public Works staff conducted a mandatory job walk pre-bid meeting onsite at 2401 West 101 Street, Inglewood, CA 90303. Eleven (11) attendees from ten (10)
prospective bidders attended the pre-bid meeting. On October 19, 2022, the Office of the City Clerk received and opened eight (8) bids as described in the following table:

<table>
<thead>
<tr>
<th>Bid No. CB-22-17</th>
<th>Contractor</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cedro Construction Inc.</td>
<td>$1,515,920.50</td>
</tr>
<tr>
<td></td>
<td>Santa Paula, CA 93063</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Stephen Doreck Equipment Rentals Inc.</td>
<td>$1,642,695.00</td>
</tr>
<tr>
<td></td>
<td>Pico Rivera, CA 90660</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Bonadiman Water Inc.</td>
<td>$1,682,750.00</td>
</tr>
<tr>
<td></td>
<td>Perris, CA 92571</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Big Ben Inc.</td>
<td>$1,696,300.00</td>
</tr>
<tr>
<td></td>
<td>Los Angeles, CA 90056</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Blois Construction Inc.</td>
<td>$1,778,180.86</td>
</tr>
<tr>
<td></td>
<td>Oxnard, CA 93030</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Williams Pipeline Contractors Inc.</td>
<td>$1,817,750.00</td>
</tr>
<tr>
<td></td>
<td>Mission Hills, CA 91345</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>J.A. Salazar Construction &amp; Supply Corporation</td>
<td>$2,024,800.00</td>
</tr>
<tr>
<td></td>
<td>La Habra, CA 90631</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Murray Company</td>
<td>$2,286,067.00</td>
</tr>
<tr>
<td></td>
<td>Compton, CA 90221</td>
<td></td>
</tr>
</tbody>
</table>

Public Works staff has verified the lowest responsive bidder’s licenses and past performance to the City’s satisfaction; therefore, it is recommended that the City Council adopt the proposed resolution and authorize the expenditure of ARPA Grant Funds, in the amount of $1,515,920.50, for the aforementioned water infrastructure project to Cedro Construction, Inc. The project contingency, in the amount of $151,592.05, will be requested from the Fiscal Year 2023-2024 Capital Improvement Program Budget and will utilize Water Utility Fund revenues, as needed, for the completion of the project. Project work will begin in the current fiscal year, with completion in late 2023.

**FINANCIAL/FUNDING ISSUES AND SOURCES:**
Upon adoption of the proposed resolution to amend the Fiscal Year 2022-2023 Budget, ARPA Grant Funds from Account No. 079.32510 (Deferred Revenues – ARPA Funds), in the amount of $1,151,920.50, will be transferred to Account No. 110.100.P818.44860 and made available for project construction expenditures, as shown in Attachment No. 1 and the following budget amendment summary:
Upon City Council approval of the proposed contract and issuance of the Notice to Proceed (NTP) for construction, staff requests issuance of the following purchase order:

**Purchase Order Issuance for Project Construction**

<table>
<thead>
<tr>
<th>Account Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>110.100.P818.44860</td>
<td>Water Utility Fund – Capital Projects – ARPA Water Utility Improvement Project – Contract Services</td>
<td>$1,515,920.50</td>
</tr>
</tbody>
</table>

For Fiscal Year 2023-2024, a budget appropriation in the amount of $151,592.05 from Water Fund 110 revenue will be requested for project contingency. After adoption of the Fiscal Year 2023-2024 CIP budget, in October 2023, staff will request issuance of the following purchase order:

**Purchase Order Issuance for Project Contingency**

<table>
<thead>
<tr>
<th>Account Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>110.100.P804.44860</td>
<td>Water Utility Fund – Capital Projects – Water Distribution System Upgrade Program – Contract Services</td>
<td>$151,592.05</td>
</tr>
</tbody>
</table>

**DESCRIPTION OF ANY ATTACHMENTS:**
Attachment No. 1 – Resolution
Attachment No. 2 – Agreement

**PREPARED BY:**
Thomas C. Lee, P.E., Principal Engineer-Water Resources
Rae Aldridge, Management Assistant to the Director
Robert M. Braden, Management Consultant
Claudette Matthews, Senior Administrative Analyst

**COUNCIL PRESENTER:**
Louis A. Atwell, P.E., Assistant City Manager/PW Director
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD/
ASSISTANT CITY MANAGER APPROVAL: 
Louis A. Atwell, PW Director/Asst. City Mgr.

CITY MANAGER APPROVAL: 
Artie Fields, City Manager
ATTACHMENT NO. 1

Resolution for budget amendment
RESOLUTION NO.: _____

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF INGLEWOOD, CALIFORNIA, AMENDING
THE FISCAL YEAR 2022-23 BUDGET TO FUND THE
WATER MAIN REPAIRS SOUTH OF CENTURY
BOULEVARD AND CERTAIN LOCAL STREETS.

WHEREAS, the City of Inglewood (City) Water Service area covers approximately 4,600
acres within its corporate boundaries and provides approximately 80% of the residents and
businesses in the City with water; and

WHEREAS, the remaining residences & businesses receive water services from either
Golden State Water Company or the Cal-American Water Company; and

WHEREAS, the City’s water system consists of 152 miles of water main pipes which
includes approximately 25 miles of cast iron pipes and 87 miles of asbestos-cement pipes; and

WHEREAS, in the last two years, several water main breaks have occurred on streets
south of Century Boulevard and also on Victor Avenue; and

WHEREAS, Public Works staff responded to these water main breaks with temporary
clamp repairs, however, additional line breaks and water leaks have resulted; and

WHEREAS, this budget amendment therefore needs fund the repairs of certain water
mains located south of Century Boulevard and other local streets.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Inglewood,
California, does hereby:

Section 1. Amend the City’s 2022-2023 fiscal year budget as shown in Exhibit “A,”
which is attached to this resolution and incorporated herein as if set forth in full.

Section 2. The City Clerk shall certify to the adoption of this resolution and the
same shall be in full force and effect immediately upon adoption.

///

///

///
Passed, approved and adopted this ___________ day of __________, 2022

CITY OF INGLEWOOD:

________________________________________
James T. Butts, Jr.,
Mayor

ATTEST:

________________________________________
Aisha L. Thompson,
City Clerk
EXHIBIT A
BUDGET AMENDMENT

<table>
<thead>
<tr>
<th>Revenue Code</th>
<th>Revenue Description</th>
<th>Current Budget FY 22/23</th>
<th>Amended Budget</th>
<th>Increase / Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>8003.00</td>
<td>Revenue</td>
<td>0.00</td>
<td>1,515,920.50</td>
<td>1,515,920.50</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>0.00</td>
<td>1,515,920.50</td>
<td>1,515,920.50</td>
</tr>
</tbody>
</table>

Revenue Source: ARPA Fund

<table>
<thead>
<tr>
<th>Expenditure Code</th>
<th>Expenditure Description</th>
<th>Current Budget FY 22/23</th>
<th>Amended Budget</th>
<th>Increase / Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>44860</td>
<td>Contract Services</td>
<td>0.00</td>
<td>1,515,920.50</td>
<td>1,515,920.50</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>0.00</td>
<td>1,515,920.50</td>
<td>1,515,920.50</td>
</tr>
</tbody>
</table>

P818 ARPA Water Utility Improvement Project
Exhibit A
Page 1 of 1
ATTACHMENT NO. 2

Agreement
AGREEMENT NO.: ______

THIS AGREEMENT is made and entered into this ______ day of _____________, 2022, by and between the CITY OF INGLEWOOD (hereinafter referred to as the “City”), a municipal corporation, located at One Manchester Boulevard, Inglewood, California 90301; and CEDRO CONSTRUCTION, INC., (hereinafter referred to as the “Contractor”) a California corporation, with a corporate number of C2100959, duly organized and in good standing in the State of California, with a Contractors State License Board number of 775943 and a local place of business located at 120 East Santa Maria, Santa Paula, CA 93060.

RECITALS

WHEREAS, the City of Inglewood (City) Water Service area covers approximately 4,600 acres within its corporate boundaries and provides approximately 80% of the residents and businesses in the City with water; and

WHEREAS, the remaining residences & businesses receive water services from either Golden State Water Company or the Cal-American Water Company; and

WHEREAS, the City’s water system consists of 152 miles of water main pipes which includes approximately 25 miles of cast iron pipes and 87 miles of asbestos-cement pipes; and

WHEREAS, in the last two years, several water main breaks have occurred on streets south of Century Boulevard and also on Victor Avenue; and

WHEREAS, Public Works staff responded to these water main breaks with temporary clamp repairs, however, additional line breaks and water leaks have resulted; and

WHEREAS, Public Works staff believes that it is imperative that existing water mains be replaced and upgraded with new lines; and

WHEREAS, on August 1, 2022, Public Works staff prepared and completed project specifications for the Water Main Replacement Project on Victor Avenue and Local Street South of Century Boulevard (Bid No. CB-22-17); and

WHEREAS, on August 25, 2022, advertisements were sent and the Public Works Department posted an invitation to submit bid proposals on the PlanetBids.com bid services
portal. Also, Public Works staff notified two prospective contractors by email about the bid invitation; and

WHEREAS, on September 14, 2022, Public Works staff conducted a mandatory job walk meeting onsite at 2401 West 101 Street, Inglewood, CA 90303 and eleven (11) attendees from ten (10) prospective bidders attended the pre-bid meeting; and

WHEREAS, on October 19, 2022, the City Clerk’s office received and opened eight (8) bids and the Contractor was selected; and

WHEREAS, the Contractor represents that it is validly registered with the California Department of Industrial Relations as required by law with a PWC Registration Number of 1000018970; and

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

WHEREAS, the Contractor represents that it and its subcontractor(s), if any, will remain validly licensed as required by law; and

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

NOW THEREFORE, the City and Contractor (hereinafter referred to collectively as the “Parties” and individually as “Party”) hereto mutually agree as follows:

ARTICLE 1 – INCORPORATION OF RECITALS

All of the recitals are incorporated herein by reference.

ARTICLE 2 – SCOPE OF WORK

Contractor shall:

1. Perform City’s Project, in a good, workmanlike, and timely manner and in accordance with Exhibit “A,” Addendum No.: 1, dated September 29, 2022; Exhibit “B,” Water Main Replacement Project on Victor Avenue and Local Street South of Century Boulevard, FY 2021-22, Bid No.: CB-22-17; and Exhibit “C,” the Contractor’s Proposal. Each Exhibit is incorporated herein by this reference as if set forth in full. In the event of
ambiguity, conflict, or inconsistent language, the order of precedence shall be (in descending order):

a. Change orders and Amended Agreements (whichever occurs last);
b. This Agreement;
c. Exhibit “A”;
d. Exhibit “B”;
e. Exhibit “C”.

2. Ensure that all work is done in a workmanlike and professional manner and in accordance with standard industry practices.

3. Agree to comply with, and be bound by all applicable federal, state, county, and local laws, rules, and regulations.

4. Ensure that all personnel engaged by the Contractor to perform the services contemplated by this Agreement shall be properly licensed.

5. Obtain, at its own expense, all necessary licenses, and permits, including but not limited to those required by the City of Inglewood, to perform the services contemplated by this Agreement.

6. Secure the payment of workers’ compensation to its employees as provided in California Labor Code Sections 1860 and 3700 and agree, that pursuant to California Labor Code Section 1810, that eight (8) hours’ labor constitutes a legal day’s work.

7. Correct all defects detected in workmanship and materials and agree that all defects shall be corrected at the expense of the Contractor and approved by the Public Works Director or his designee. No payment shall be made to the Contractor until corrections are completed and approved.

8. Agree that should disputes arise respecting the true value of any work done, of any work omitted, or any extra work, which the Contractor may be required to do, or respecting the size of payment to the Contractor during the performance of this contract, such dispute shall be initially decided by the Director of Public Works.
9. **Abide by California Public Contract Code Section 7104 and California Labor Code Section 6705 whenever such Codes are relevant.**

10. **Agree to comply with the applicable provisions of California Labor Code Section 1777.5 relating to employment by the Contractor and all subcontractors under it, of journeymen, or apprentices, or workmen in any apprentice craft or trade. The Contractor specifically agrees to comply with the applicable provisions of California Labor Code Section 1770 through and including Section 1776 relating to compliance monitoring and enforcement, payment of prevailing wages to all workmen employed in the performance of the services contemplated by this Agreement by the Contractor and all subcontractors under it and to keep and maintain accurate certified payment records.**

11. **Agree that any digging of trenches or other excavations that extend deeper than four (4) feet below the surface, then the Contractor shall:**

   a. **Promptly, and before the following conditions are disturbed, notify the City, in writing, of any:**

      i. **Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.**

      ii. **Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.**

      iii. **Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.**

12. **Agree that, in the event a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or
increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this Agreement, but shall proceed with all work to be performed under the Agreement. The Contractor shall retain any and all rights provided by this Agreement first and then by relevant law which pertain to the resolution of disputes and protests between the Parties.

13. Agree that statutory provisions for penalties for failure to pay prevailing wages will be enforced and that the statutory provisions for penalties for failure to comply with the state's wage and hour laws will be enforced.

14. Provide a written guarantee of workmanship and safety to the Public Works Director or his designee. No payment shall be made to the Contractor without said written guarantee.

ARTICLE 3 – CITY’S DUTIES

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

ARTICLE 4 – TERM

Time is of the essence with respect to all time limits set forth in this Agreement. The Contractor shall diligently prosecute the Work to Substantial Completion within one hundred and twenty-five (125) Working Days after the date specified in the City's Notice to Proceed ("NTP"). The term of this Agreement shall run from the date first written above until the final acceptance of all work by the City.

ARTICLE 5 – COMPENSATION

1. Contractor shall be paid, pursuant to the bid items in the bid table in Exhibit “C,” a not-to-exceed amount of one million five hundred and fifteen thousand, nine hundred and twenty dollars and fifty cents ($1,515,920.50) for all work faithfully performed.

2. Contractor shall invoice, from the date of NTP, the City every thirty (30) days for services contemplated hereunder and which have been completed within that thirty (30) day period.
3. Contractor shall invoice City within ten (10) working days after the completion of the project. City shall pay Contractor in the ordinary course of City business, and agrees that it will use its best efforts to avoid all unnecessary delays in processing Contractor’s invoices.

4. Contractor agrees that, should work be performed outside the scope of services without the prior written approval of the City, such work shall be deemed a gratuitous effort on the part of Contractor, and Contractor shall have no claim against the City for reimbursement.

ARTICLE 6 – TERMINATION

1. Without limitation to any of the City’s other rights or remedies at law or in equity, and reserving to itself all rights to losses related thereto, the City shall have the right to terminate or suspend this Agreement, in whole or in part, if it encounters conditions during the work contemplated hereunder that make it impossible or impracticable to proceed; or if the City is prevented from proceeding with the Agreement by law or by official action of a public authority; or if there is an unavailability of City Funds; or if the Contractor violates any material provisions of this agreement; or if the Contractor fails to provide the services required of this Agreement in a satisfactory manner as determined by the City Engineer. Upon the failure of the Contractor to promptly cure any default, the City’s election to terminate the Agreement for default shall be communicated by giving the Contractor a written notice of termination in the manner specified in Article 7 – Notices, of this Agreement.

2. The City shall have the option, at its sole discretion and without cause, of terminating this Agreement in part or in whole by giving thirty (30) Days written notice to the Contractor. The Contractor agrees to accept such sums as allowed under this Paragraph 2 as its sole and exclusive compensation and waives any claim for other compensation or Losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect or incidental damages of any kind.
a. Following such termination and within forty-five (45) Days after receipt of a billing from the Contractor seeking payment of sums authorized by this Paragraph 2, the City shall pay to the Contractor as its sole compensation for performance of the Work the following:

   i. For Work Performed. The amount of the Contract Sum allocable to the portion of the Work properly performed by the Contractor as of the date of termination, less sums previously paid to the Contractor. In no event, however, shall the compensation paid pursuant to this Paragraph 2 exceed the amount which would have been payable pursuant to Article 5 of this Agreement.

   ii. For Close-out Costs. Reasonable costs of the Contractor and its Subcontractors for:

      1. Demobilizing and

      2. Administering the close-out of its participation in the Project (including the amount for any and all materials and/or equipment ordered [which cannot be cancelled]) for a period of no longer than thirty (30) Days after receipt of the notice of termination.

   iii. For Fabricated Items. Previously unpaid cost of any items delivered to the Project Site, which were fabricated for subsequent incorporation in the Work.

b. Subcontractors. The Contractor shall include provisions in all of its subcontracts, purchase orders and other contracts permitting termination for convenience by the Contractor on terms that are consistent with this Agreement and that afford no greater rights of recovery against the Contractor than are afforded to the Contractor under this Paragraph 2.
c. Contractor’s Duties Upon Termination. Upon receipt of a notice of termination for default or for convenience, the Contractor shall, unless the notice directs otherwise, do the following:

i. Immediately discontinue the Work to the extent specified in the notice;

ii. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work as is not discontinued;

iii. Provide to the City a description, in writing no later than fifteen (15) days after receipt of the notice of termination, of all subcontracts, purchase orders and contracts that are outstanding, including, without limitation, the terms of the original price, any changes, payments, balance owing, the status of the portion of the Work covered and a copy of the subcontract, purchase order or contract and any written changes, amendments or modifications thereto, together with such other information as the City may determine necessary in order to decide whether to accept assignment of or request the Contractor to terminate the subcontract, purchase order or contract;

iv. Promptly assign to the City those subcontracts, purchase orders or contracts, or portions thereof, that the City elects to accept by assignment and cancel, on the most favorable terms reasonably possible, all subcontracts, purchase orders or contracts, or portions thereof, that the City does not elect to accept by assignment; and

v. Thereafter do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment on the Project Site or in transit thereto.
ARTICLE 7 – NOTICES

1. All notices required or permitted to be given under this Agreement shall be in writing or sent by certified mail and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party.

2. Any notice given pursuant to this Agreement shall be deemed received and effective when properly addressed, posted and deposited in the United States Mail addressed to the respected parties as follows:

Notice

If notice to either Party is given, it shall be by personal delivery thereof or by depositing same in United States Mail, enclosed in a sealed envelope postage prepaid and return receipt requested and addressed as follows:

CITY:

Aisha L. Thompson,  
City Clerk  
City of Inglewood  
One Manchester Boulevard  
California 90301-1750

CONTRACTOR:

Andrew Cedro,  
President/CEO  
Cedro Construction Inc.  
120 East Santa Maria, Inglewood,  
Santa Paula, CA 93060

WITH COPY TO:

AGENT FOR SERVICE OF PROCESS ONLY

Director Public Works  
Andrew Cedro  
One Manchester Boulevard  
2025 Monterey Street,  
Inglewood, California 90301  
Santa Barbara, California 93101

Notice of Surety

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

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

ARTICLE 8 – INSURANCE REQUIREMENTS

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than $2,000,000 per accident for bodily injury and property damage.

3. Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

4. Builder’s Risk (Course of Construction) insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

5. Surety Bonds as described below.
6. Professional Liability (if Design/Build), with limits no less than $2,000,000 per occurrence or claim, and $4,000,000 policy aggregate.

7. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than $2,000,000 per occurrence or claim, and $4,000,000 policy aggregate.

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 the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the City Attorney's Office. 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. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City.

**Other Insurance Provisions**

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

1. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

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

3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.

**Builder’s Risk (Course of Construction) Insurance**

The Contractor may submit evidence of Builder’s Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City’s site.

**Claims Made Policies**

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.

3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City for review.

5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

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

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

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

The Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and the Contractor shall ensure that the City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

**ARTICLE 9 – INDEMNIFICATION**

1. Contractor shall indemnify and hold harmless the City and its officers, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, to the extent caused in whole or in part by any negligent act or omission, recklessness or willful misconduct of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the negligence, or willful misconduct of the City.

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

**ARTICLE 10 – BONDS**

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

1. Performance Bond
2. Payment Bond
Said bonds shall be in the form approved by the Inglewood City Attorney and shall be satisfactory to City.

Performance Bond

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

Payment Bond

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

ARTICLE 11 – LIQUIDATED DAMAGES

It is agreed to by the parties to the contract that in case all the work called for under the contract is not completed expeditiously, safely, and per all of the rules set forth in the contract documents before or upon the expiration of the time limit as set forth in these specifications, damage will be sustained by the City of Inglewood (in terms of inconvenience, lost productivity, additional administrative costs, and other costs both tangible and intangible). It is also agreed by the parties that it is and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is, therefore, agreed that that the Contractor will pay to the City the sum of nine hundred
dollars ($900) for each and every day delay beyond the time prescribed to complete the work; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City of Inglewood may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

Multiple Correction Notices

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

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

ARTICLE 12 – INGLEWOOD BUSINESS LICENSE

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

ARTICLE 13 – “OR EQUAL” CLAUSE

Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturers’ or vendors’ names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Engineer of equal substance and function. Said materials, article or equipment shall not be purchased or installed by the Contractor without the Engineer's written approval.
Anyone wishing to make an “or equal” request must such request in writing to the
Engineer within (7) seven days after the bid opening date.

ARTICLE 14 – PERMITS, COSTS AND NOTICES

City Permits

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

Work within the Public Rights of Way

Contractor shall notify, verbally or in writing the “Permit Section” of City’s Public
Works Department at least forty-eight (48) hours prior to starting any Work within a public
street or right-of-way. If notice is verbal, Contractor shall prepare and maintain a written
record of such notice. Neither the terms hereof nor anything shown on the drawings in
connection with rights-of-way provided by the City shall be construed to entitle the
Contractor to conduct operations in said rights-of-way in violation of existing regulations
restricting interference with watercourses and drainage channels. The Contractor shall take
adequate precautions against obstructing storm water flow in any affected watercourse or
channel, and shall not deposit excavated materials in any area where they might interfere
with or be subject to erosion from such flow.

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

Encroachment Permits

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

Liability Insurance for Permits

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

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

ARTICLE 15 – RESPONSIBILITIES OF PROJECT SUPERINTENDENT

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

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

ARTICLE 16 – AUTHORITY OF THE ENGINEER

All work of the Contract will be supervised by the City Engineer (the “Engineer,” see Division 1 of the General Provisions). The Engineer shall have authority over the administrative aspects of the Contract including provisions for time for commencing and completing work and extension of time, if any.

The Engineer shall have the authority to approve a contingency of up to ten percent (10%) of Article 5 of this Agreement and to give such general directions and exercise such control as may be necessary to ensure that work on the Project is in strict compliance with the Contract Documents. The Engineer shall determine the adequacy of the Contractor's methods, plant, and equipment and may issue such directions relative to the sufficiency of forces as may be reasonably necessary to insure proper and continuous execution of the work. The Engineer shall have the authority to stop the work, if necessary, to prevent its improper execution and shall determine the amount, quality, and fitness of the several kinds of work. The Engineer shall have the authority to reject all work which does not conform to the requirements of the Contract and shall have power to make such other decisions as provided in these specifications. All instructions, rulings, and decisions of the Engineer shall be final and binding unless formal protest is made under the provisions for "Rights and Remedies; Claims and Protests" in Article 17 of this Contract.

ARTICLE 17 – RIGHTS AND REMEDIES; CLAIMS AND PROTESTS

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

Section 45 of the General Provisions is deleted in its entirety and replaced with the following: If the Contractor considers any work demanded of him/her to be outside the requirements of the Contract, or considers any instruction, ruling, or decision of the Engineer to be unfair, the Contractor shall within ten (10) working days after any such demand is made, or any such instruction, ruling, or decision is given, file a written protest with the Engineer stating the nature of the protest and the reasons therefore. Except for such protests and objections as are made of record in the manner and within the time above stated, the Contractor shall be deemed to have waived and does hereby waive all claims for any extra work, damages, and extensions of time on account of such demands, instructions, rulings, and decisions of the Engineer.

Upon receipt of any such protest from the Contractor, the Engineer will review the demand, instruction, ruling, or decision objected and will, within thirty (30) calendar days, advise the Contractor, in writing, of his/her final decision, which shall be binding upon all parties unless, within ten (10) working days after the date of said final decision, the Contractor shall file with the Public Works Director (the “Director”) formal protest against said final decision of the Engineer. The Director will then consider and render his/her final decision on any such protest within thirty (30) calendar days after receipt of such protest. Said decision shall be final.

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

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

**Public Contract Code Section 9204**

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

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens
to ensure that all construction business performed on a public works project in the state that
is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with
Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2,
and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall
apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) “Claim” means a separate demand by a contractor sent by registered mail or certified mail
with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for
delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on
behalf of, the contractor pursuant to the contract for a public works project and payment for
which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing
with Section 7000) of Division 3 of the Business and Professions Code who has entered into a
direct contract with a public entity for a public works project.

(3) (A) “Public entity” means, without limitation, except as provided in subparagraph (B), a
state agency, department, office, division, bureau, board, or commission, the California State
University, the University of California, a city, including a charter city, county, including a
charter county, city and county, including a charter city and county, district, special district,
public authority, political subdivision, public corporation, or nonprofit transit corporation
wholly owned by a public agency and formed to carry out the purposes of the public agency.

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

(i) The Department of Water Resources as to any project under the jurisdiction of that
department.

(ii) The Department of Transportation as to any project under the jurisdiction of that
department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that
department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its
jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the
Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or
improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9
(commencing with Section 7000) of Division 3 of the Business and Professions Code who
either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim
applies shall conduct a reasonable review of the claim and, within a period not to exceed 45
days, shall provide the claimant a written statement identifying what portion of the claim is
disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a
contractor may, by mutual agreement, extend the time period provided in this subdivision.
(B) The claimant shall furnish reasonable documentation to support the claim.

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

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those
mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties’ dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity’s failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the
subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

Public Contract Code Section 20104, et seq.

20104

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to
Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

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

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

20104.2.

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

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
(c) (1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency’s written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency’s written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency’s response or within 15 days of the local agency’s failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1.
(commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

**20104.4.**

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

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de
novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

20104.6.

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

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

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

ARTICLE 18 – INDEPENDENT CONTRACTOR

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

ARTICLE 19 – RETENTION

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

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

**ARTICLE 20 – NON-ASSIGNABILITY**

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

ARTICLE 21 – PROHIBITED INTERESTS

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

ARTICLE 22 – EQUAL EMPLOYMENT

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

ARTICLE 23 – CHANGES, AMENDMENTS AND MODIFICATIONS

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

ARTICLE 24 – SEVERABILITY

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

ARTICLE 25 – WAIVER

Waiver by any party to this Agreement of any term, condition, or covenant of this
Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by
any party of any breach of the provisions of this Agreement shall not constitute a waiver of
any other provision, or a waiver of any subsequent breach or violation of any provision of this
Agreement. Acceptance by the City of any work or services by Contractor shall not constitute
a waiver of any of the provisions of this Agreement.
ARTICLE 26 – ENTIRE AGREEMENT

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

ARTICLE 27 – GOVERNING LAW; VENUE

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

ARTICLE 28 – MISCELLANEOUS

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

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

3. Article titles, paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof.
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

CITY OF INGLEWOOD

James T. Butts, Jr.,
Mayor

CEDRO CONSTRUCTION INC.,

Andrew Cedro,
President/CEO

ATTEST:

Aisha L. Thompson,
City Clerk

APPROVED AS TO FORM:

Kenneth R. Campos,
City Attorney
EXHIBIT “A”

Addendum No. 1
September 29, 2022

ADDENDUM NO. 1

Water Main Replacement Project on Victor Avenue & Local Street South of Century Blvd.
CB-22-17

TO: PROSPECTIVE BIDDERS

SUBJECT: MODIFICATION OF PLAN AND BID SPECIFICATIONS

The following modifications have been made to the Project Plan and Bid Specifications:

1. On Page 95 Bid Item #8 and #9, the standard drawing number in the bid description will change to “W-355 Sheet 22” from “W-355 Sheet 21” for correction. Prospective bidders are asked to bid based on this. Please see the attached updated Page 95. Note: Inglewood Water Standard Drawings are included in the original bid document.

Please acknowledge receipt of Addendum No. 1. If you have any questions, please contact Thomas C. Lee @ tlee@cityofinglewood.org.

Sincerely,

Louis A. Atwell, P.E.
Public Works Director
OF CENTURY BOULEVARD by the City, Greenbook (plans & spec), AWWA, ASTM and OSHA standards.

Bid Item No. 7: Furnish and Replace Existing 1-inch Water Service with 1-inch Line & 1-inch AMR Meter and Connect to new water main.

Bid Item No. 7 shall be made on an Each basis, which shall include all costs (all labor, materials & equipment) involved in excavation, removing existing 1” water meter and service line with proper handling, transport & disposal, and then furnish and install new 1” radio-based automatic meter reading system (AMR) water meter and 1” service line per City of Inglewood Standard Drawing #W-355 Sheet 21. It shall include connection to the new water main with Pipe, Saddle, Corp. Stop, backfill & compaction, new pavement. It shall include temporary pavement & 1-sack slurry base over installed new line. In addition, it shall include removing the obstructing old pipes/tree roots/structures along new meter/pipe alignment, backfill, compaction, new 6” asphalt pavement, pipe wrapping materials, disinfection, testing, daily cleaning and hauling off site of unwanted materials, disposal of hazardous materials, and protection of adjacent utilities or structures. Finally it shall include temporary cold mix and steel plates during construction. The bid item shall include any other incidentals required to complete the WATER MAIN REPLACEMENT PROJECT ON VICTOR AVENUE AND LOCAL STREET SOUTH OF CENTURY BOULEVARD by the City, Greenbook (plans & spec), AWWA, ASTM and OSHA standards.

Bid Item No. 8: Furnish and Replace Existing 1.5-inch Water Service with 2-inch Line & 1.5-inch AMR Meter and Connect to new water main.

Bid Item No. 8 shall be made on an Each basis, which shall include all costs (all labor, materials & equipment) involved in excavation, removing existing 1” water meter and service line with proper handling, transport & disposal, and then furnish and install new 1.5” radio-based automatic meter reading system (AMR) water meter and 2” service line per City of Inglewood Standard Drawing #W-355 Sheet 22. It shall include connection to the new water main with Pipe, Saddle, Corp. Stop, backfill & compaction, new pavement. It shall include temporary pavement & 1-sack slurry base over installed new line. In addition, it shall include removing the obstructing old pipes/tree roots/structures along new meter/pipe alignment, backfill, compaction, new 6” asphalt pavement, pipe wrapping materials, disinfection, testing, daily cleaning and hauling off site of unwanted materials, disposal of hazardous materials, and protection of adjacent utilities or structures. Finally it shall include temporary cold mix and steel plates during construction. The bid item shall include any other incidentals required to complete the WATER MAIN REPLACEMENT PROJECT ON VICTOR AVENUE AND LOCAL STREET SOUTH OF CENTURY BOULEVARD by the City, Greenbook (plans & spec), AWWA, ASTM and OSHA standards.

Bid Item No. 9: Furnish and Replace Existing 2-inch Water Service with 2-inch Line & 2-inch AMR Meter and Connect to new water main.

Bid Item No. 9 shall be made on an Each basis, which shall include all costs (all labor, materials & equipment) involved in excavation, removing existing 2” water meter and service line with proper handling, transport & disposal, and then furnish and install new 2” radio-based automatic meter reading system (AMR) water meter and 2” service line per City of Inglewood Standard Drawing #W-355 Sheet 22. It shall include connection to the new water main with Pipe, Saddle, Corp. Stop, backfill &
EXHIBIT “B”

Original Bid document and drawings
Bid NO. CB-22-17

(See Public Works Department for the original bid/project document and drawings)
EXHIBIT “C”

Bidder’s Proposal
Cedro Construction Inc. $1,515,920.50
Bid Proposal

"WATER MAIN REPLACEMENT PROJECT ON VICTOR AVENUE AND LOCAL STREET SOUTH OF CENTURY BOULEVARD"

To the Mayor and City Council
City of Inglewood
Inglewood, CA 90301

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

"INCLUDING ADDENDUM NO. 1 DATED SEPTEMBER 29, 2022 ATTACHED"

To furnish all labor, materials, equipment, transportation, and services and to do all the work required for the "WATER MAIN REPLACEMENT PROJECT ON VICTOR AVENUE AND LOCAL STREET SOUTH OF CENTURY BOULEVARD" and in strict conformity with the specifications and at the following total lump sum prices, to Wit.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Bid Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization and Demobilization including Business License &amp; Liability Insurance.</td>
<td>1</td>
<td>Lump Sum</td>
<td>$34,300.00</td>
<td>$34,300.00</td>
</tr>
<tr>
<td>2</td>
<td>Implementation of BMPs, including NPDES and SCAQMD Rule 403 in accordance with the latest State regulations.</td>
<td>1</td>
<td>Lump Sum</td>
<td>$7,928.00</td>
<td>$7,928.00</td>
</tr>
<tr>
<td>3</td>
<td>Traffic Control &amp; Devices and Safety Measures.</td>
<td>1</td>
<td>Lump Sum</td>
<td>$28,129.00</td>
<td>$28,129.00</td>
</tr>
<tr>
<td>4</td>
<td>Sawcut Existing Water Main; Remove Gate Valve/Tee/Cross/Elbows; and Cap at the end(s).</td>
<td>7</td>
<td>Each</td>
<td>$5,082.00</td>
<td>$35,574.00</td>
</tr>
<tr>
<td>5</td>
<td>Furnish and Install DIP Water Main (including temporary AC pavement):</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5a</td>
<td>6-inch DIP (Pressure Class 350).</td>
<td>20</td>
<td>Linear Feet</td>
<td>$423.25</td>
<td>$8,465.00</td>
</tr>
<tr>
<td>5b</td>
<td>8-inch DIP (Pressure Class 350).</td>
<td>3750</td>
<td>Linear Feet</td>
<td>$170.11</td>
<td>$637,912.50</td>
</tr>
<tr>
<td>6</td>
<td>Furnish and Replace Existing ¾-inch Water Service with 1-inch Line &amp; ¾-inch AMR Meter and Connect to new water main.</td>
<td>16</td>
<td>Each</td>
<td>$3,283.00</td>
<td>$52,528.00</td>
</tr>
<tr>
<td>7</td>
<td>Furnish and Replace Existing 1-inch Water Service with 1-inch Line &amp; 1-inch AMR Meter to new water main.</td>
<td>27</td>
<td>Each</td>
<td>$3,347.00</td>
<td>$90,369.00</td>
</tr>
<tr>
<td>8</td>
<td>Furnish and Replace Existing 1.5-inch Water Service with 2-inch Line &amp; 1.5-inch AMR Meter to new water main.</td>
<td>23</td>
<td>Each</td>
<td>$5,132.00</td>
<td>$118,036.00</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Quantity</td>
<td>Unit</td>
<td>Amount</td>
<td>Total</td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------------------------------------------------</td>
<td>----------</td>
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<td>----------</td>
</tr>
<tr>
<td>9</td>
<td>Furnish and Replace Existing 2-inch Water Service with 2-inch Line &amp; 2-inch AMR Meter to new water main.</td>
<td>14</td>
<td>Each</td>
<td>$5,639.00</td>
<td>$78,946.00</td>
</tr>
<tr>
<td>10</td>
<td>Furnish and Install 6-inch Fire Hydrant Assembly (wet-barrel with 6-inch break-off spool) including a Tee with a new 6-inch line spool Per Inglewood Water Standard W-355 Sheet 10.</td>
<td>6</td>
<td>Each</td>
<td>$14,200.00</td>
<td>$85,200.00</td>
</tr>
<tr>
<td>11</td>
<td>Furnish and Install 8-inch x 8-inch x 8-inch Tee including thrust block (Per Location Shown on drawings)</td>
<td>6</td>
<td>Each</td>
<td>$2,013.00</td>
<td>$12,078.00</td>
</tr>
<tr>
<td>12</td>
<td>Furnish and Install 8-inch x 6-inch Reducer including thrust block.</td>
<td>2</td>
<td>Each</td>
<td>$2,911.00</td>
<td>$5,822.00</td>
</tr>
<tr>
<td>13</td>
<td>Furnish and Install 8-inch x 45-degree Elbow including thrust block.</td>
<td>1</td>
<td>Each</td>
<td>$567.00</td>
<td>$567.00</td>
</tr>
<tr>
<td>14</td>
<td>Furnish and Install 8-inch Gate Valve (Flanged x MJ) Epoxy Lined &amp; Coated including thrust blocks (Size Specified Per Location Shown on drawings)</td>
<td>17</td>
<td>Each</td>
<td>$2,213.00</td>
<td>$37,621.00</td>
</tr>
<tr>
<td>15</td>
<td>Furnish &amp; Install Coupling/Connector.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15a</td>
<td>6-inch coupling/connector.</td>
<td>2</td>
<td>Each</td>
<td>$6,940.00</td>
<td>$13,880.00</td>
</tr>
<tr>
<td>15b</td>
<td>8-inch coupling/connector.</td>
<td>13</td>
<td>Each</td>
<td>$2,521.00</td>
<td>$32,773.00</td>
</tr>
<tr>
<td>16</td>
<td>Furnish and Install M.J. Kit including bolts and accessories:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16a</td>
<td>6-inch M.J. Kit &amp; accessories.</td>
<td>1</td>
<td>Each</td>
<td>$489.00</td>
<td>$489.00</td>
</tr>
<tr>
<td>16b</td>
<td>8-inch M.J. Kit &amp; accessories.</td>
<td>30</td>
<td>Each</td>
<td>$109.00</td>
<td>$3,270.00</td>
</tr>
<tr>
<td>17</td>
<td>Furnish and Install 8-inch PVC pipe Schedule 80 riser, galvanized slip-can and C.I. valve box cap.</td>
<td>21</td>
<td>Each</td>
<td>$1,035.00</td>
<td>$21,735.00</td>
</tr>
<tr>
<td>18</td>
<td>Furnish and Install 8-inch PVC pipe Schedule 80 riser and &quot;Mark V&quot; C.I. 10-inch lid, adapter &amp; rim heavy valve box cap for Concrete Pavement (OPTIONAL).</td>
<td>1</td>
<td>Each</td>
<td>$3,660.00</td>
<td>$3,660.00</td>
</tr>
<tr>
<td>19</td>
<td>Furnish and Install 6-inch A.C. Pavement including grind &amp; cap for finishing the project.</td>
<td>7,000</td>
<td>Square Feet</td>
<td>$24.00</td>
<td>$168,000.00</td>
</tr>
<tr>
<td>20</td>
<td>Furnish and Install 6-inch Thick Concrete Pavement over near-95% compacted base (including dowels). (OPTIONAL).</td>
<td>500</td>
<td>Square Feet</td>
<td>$44.00</td>
<td>$22,000.00</td>
</tr>
</tbody>
</table>

Request for Bid
BID NO. CB-32-17

7 OF 139

Water Main Replacement on Victor Avenue & Local Street South of Century Boulevard
<table>
<thead>
<tr>
<th>#</th>
<th>Description</th>
<th>Unit</th>
<th>Lump Sum 1</th>
<th>Lump Sum 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>21</td>
<td>Miscellaneous, incidentals &amp; all other Works such as steel plates, temporary pavement, street repairs due to this project, finishing and street re-stripping, etc.; provide Final Report including as-built drawing, as indicated on the contract documents.</td>
<td>1</td>
<td>$16,638.00</td>
<td>$16,638.00</td>
</tr>
</tbody>
</table>

**TOTAL BID WRITTEN IN WORDS**

ONE MILLION, FIVE HUNDRED FIFTEEN THOUSAND,

NINE HUNDRED AND TWENTY DOLLARS AND FIFTY CENTS.

**TOTAL BID IN FIGURES**

$1,515,920.50

IN CASE OF DISCREPANCY BETWEEN THE WORDS AND FIGURES, THE WORDS SHALL PREVAIL. The undersigned understands that the City of Inglewood reserves the right to accept or reject any or all bids submitted; to re-advertise at its discretion.

This bid is based upon completing the work within one hundred twenty-five (125) working days* from the date of the Notice to Proceed. Before signing the contract, the lowest responsible bidder shall furnish all necessary bonds within ten (10) days after receiving the Contract notification.

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

Attention is directed to the provisions of Public Contract Code Section 10164 concerning Contractor's licensing laws. This contract requires at least a valid California Contractor License Class “A” License or “C34” Pipeline Contractor at the time of bid. In addition, a City of Inglewood business license will also be required.

Lowest monetary bidder will be determined by the total lump sum bid amount indicated above. The City, however, reserves the right to add or subtract quantities or work based on the unit prices/unit lump sums so indicated as its budgetary needs may require. Notwithstanding Section 3, paragraph 3-2.1 of the Standard Specification for Public Works Construction, the City may change the Plans, Specifications, character of the work, or quantity of work provided even when the total arithmetic dollar value of such changes, both additive and deductive, are in excess of twenty-five percent (25%) of the Total Contract price. No adjustment for the Unit Prices/Unit Lump Sum will be made for the adjusted quantities or work.

If subcontracted works involved, per California Public Contract Code (PCC) 4105 of the PCC Division 2 Part 1 Chapter 4, the primary contractor is required to complete at least 50% of the amount of project works. Otherwise, the primary contractor violates the contract of the project, and City shall void this contract and stop all works at City’s discretion for the best interest of the City. For this reason, if the contract becomes void, City shall terminate the contract without paying any fee/other fees or additional costs to the Contractor/Subcontractors except the works completed at the time of the termination/work stopped.

Pursuant to Federal law, Disadvantaged Business Enterprise (DBE) requirements shall include all DBEs, as described in the Specifications. This project is subject to state contract nondiscrimination and compliance.
ADDENDUM NO. 1

September 29, 2022

Water Main Replacement Project on Victor Avenue & Local Street South of Century Blvd. CB-22-17

TO: PROSPECTIVE BIDDERS

SUBJECT: MODIFICATION OF PLAN AND BID SPECIFICATIONS

The following modifications have been made to the Project Plan and Bid Specifications:

1. On Page 95 Bid Item #8 and #9, the standard drawing number in the bid description will change to “W-355 Sheet 22” from “W-355 Sheet 21” for correction. Prospective bidders are asked to bid based on this. Please see the attached updated Page 95. Note: Inglewood Water Standard Drawings are included the original bid document.

Please acknowledge receipt of Addendum No. 1. If you have any questions, please contact Thomas C. Lee @ tlee@cityofinglewood.org.

Sincerely,

Louis A. Atwell, P.E.
Public Works Director
OF CENTURY BOULEVARD by the City, Greenbook (plans & spec), AWWA, ASTM and OSHA standards.

**Bid Item No. 7:** Furnish and Replace Existing 1-inch Water Service with 1-inch Line & 1-inch AMR Meter and Connect to new water main.

Bid Item No. 7 shall be made on an Each basis, which shall include all costs (all labor, materials & equipment) involved in excavation, removing existing 1” water meter and service line with proper handling, transport & disposal, and then furnish and install new 1” radio-based automatic meter reading system (AMR) water meter and 1” service line per City of Inglewood Standard Drawing #W-355 Sheet 21. It shall include connection to the new water main with Pipe, Saddle, Corp. Stop, backfill & compaction, new pavement. It shall include temporary pavement & 1-sack slurry base over installed new line. In addition, it shall include removing the obstructing old pipes/tree roots/structures along new meter/pipe alignment, backfill, compaction, new 6” asphalt pavement, pipe wrapping materials, disinfection, testing, daily cleaning and hauling off site of unwanted materials, disposal of hazardous materials, and protection of adjacent utilities or structures. Finally it shall include temporary cold mix and steel plates during construction. The bid item shall include any other incidentals required to complete the WATER MAIN REPLACEMENT PROJECT ON VICTOR AVENUE AND LOCAL STREET SOUTH OF CENTURY BOULEVARD by the City, Greenbook (plans & spec), AWWA, ASTM and OSHA standards.

**Bid Item No. 8:** Furnish and Replace Existing 1.5-Inch Water Service with 2-inch Line & 1.5-inch AMR Meter and Connect to new water main.

Bid Item No. 8 shall be made on an Each basis, which shall include all costs (all labor, materials & equipment) involved in excavation, removing existing 1” water meter and service line with proper handling, transport & disposal, and then furnish and install new 1.5” radio-based automatic meter reading system (AMR) water meter and 2” service line per City of Inglewood Standard Drawing #W-355 Sheet 22. It shall include connection to the new water main with Pipe, Saddle, Corp. Stop, backfill & compaction, new pavement. It shall include temporary pavement & 1-sack slurry base over installed new line. In addition, it shall include removing the obstructing old pipes/tree roots/structures along new meter/pipe alignment, backfill, compaction, new 6” asphalt pavement, pipe wrapping materials, disinfection, testing, daily cleaning and hauling off site of unwanted materials, disposal of hazardous materials, and protection of adjacent utilities or structures. Finally it shall include temporary cold mix and steel plates during construction. The bid item shall include any other incidentals required to complete the WATER MAIN REPLACEMENT PROJECT ON VICTOR AVENUE AND LOCAL STREET SOUTH OF CENTURY BOULEVARD by the City, Greenbook (plans & spec), AWWA, ASTM and OSHA standards.

**Bid Item No. 9:** Furnish and Replace Existing 2-inch Water Service with 2-inch Line & 2-inch AMR Meter and Connect to new water main.

Bid Item No. 9 shall be made on an Each basis, which shall include all costs (all labor, materials & equipment) involved in excavation, removing existing 2” water meter and service line with proper handling, transport & disposal, and then furnish and install new 2” radio-based automatic meter reading system (AMR) water meter and 2” service line per City of Inglewood Standard Drawing #W-355 Sheet 22. It shall include connection to the new water main with Pipe, Saddle, Corp. Stop, backfill &
requirements pursuant to Government Code Section 12990, and in any contract entered into pursuant to this advertisement, DBEs will be afforded full opportunity to submit bids in response to this invitation.

Attention is directed to the provisions of Labor Code § 1725.5: No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations (with limited expectations for this requirement for bid purposes only under Labor Code Section 1771.1a). No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations. All contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner for all new projects awarded on or after April 1, 2015. The Labor Commissioner may excuse contractors and subcontractors on a project that is under the jurisdiction of one of the four legacy DIR-approved labor compliance programs (Caltrans, City of Los Angeles, Los Angeles Unified School District and County of Sacramento) or that is covered by a qualified project labor agreement. The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

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

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

PREVAILING WAGE REQUIREMENTS: Pursuant to California Labor Code Sections 1770, 1773, 1773.1, 1773.6, and 1773.7, as amended, the applicable prevailing wages for this project have been determined. It shall be mandatory upon the contractor to whom the contract is awarded and upon any subcontractor under him to pay not less than the higher of the Federal and the State prevailing wage rates to all workers employed by them in the execution of the contract. The applicable Federal prevailing wage rates are those that are in effect ten (10) calendar days prior to bid opening; they are set forth on the U.S. General Services Department website: https://beta.sam.gov/help/wage-determinations, but are not printed in the Specifications. Lower State wage rates for work classifications not specifically listed in the Federal wage decision are not acceptable. The applicable State prevailing wage rates are set forth on the California Department of Industrial Relations website: http://www.dir.ca.gov/DLSR/PWD but are not printed in the Specifications; these rates are subject to predetermined increases.

The U.S. Department of Transportation (DOT) provides a toll-free hotline service to report bid rigging,
bidder collusion, or other fraudulent activities. The hotline is available Mondays through Fridays between 8:00 a.m. and 5:00 p.m. eastern time, at (800) 424-9071. The hotline is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

Conflict of Interest: in the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in 24 CFR 85.36, OMB Circular A-110, and 24 CFR 570.611 shall apply. No employee, officer, or agent of the sub-recipient shall participate in the selection, award, or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. This project is subject to the “Buy America” provisions of the Surface Transportation Assistance Act of 1982 as amended by the Intermodal Surface Transportation Efficiency Act of 1991.

NOTICE: The City of Inglewood will retain ownership of all building materials (i.e., plywood boards and beams) and security devices (i.e., security window grates and security doors) used for security on the buildings that constitute the properties identified in this bid package. All companies bidding on this project shall take that fact into consideration when preparing and submitting a bid. At its discretion, the City of Inglewood maintenance crews shall select and remove the plywood building materials and security devices from the buildings prior to the buildings being abated of asbestos/lead paint and demolished. The City of Inglewood maintenance crews will be solely responsible for removing the plywood building materials and security devices from the buildings. The general contractor for the project shall not assess a fee or cost to the City of Inglewood for removing its plywood building materials and security devices from its buildings.

CEDRO CONSTRUCTION, INC.

Company's Legal Name

120 EAST SANTA MARIA STREET, SANTA PAULA, CA 93060 805-525-0599

Street Address of Company City State Zip code Phone number

PRESIDENT/CEO 10-18-2022

Title Date

ANDREW CEDRO

Type or Print Authorized Person's Name

*A* GENERAL ENGINEERING CA 795433 - 03-31-2024

Contractor License Type State Number & Expiration

Request for Bid BID NO. CB-22-17 10 OF 139

Water Main Replacement on Victor Avenue & Local Street South of Century Boulevard
Bid Bond Victor Avenue and Local Street
Project Name: South of Century Boulevard

KNOW ALL MEN BY THESE PRESENTS: That we, Cedro Construction, Inc., as Principal, and Old Republic Surety Company, as Surety, are held and firmly bound unto the City of Inglewood, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AGGREGATE AMOUNT OF THE BID of the Principal submitted to the said City for the work described below for the payment of which sum in lawful money of the United States, 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 whereas the Principal has submitted the accompanying bid dated October 19th, 2022 for the City of Inglewood procurement commonly referred to as:

Water Main Replacement on Victor Avenue and Local Street South of Century Boulevard, Bid No. CB-22-17

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening; and, if the Principal be awarded the Contract, and shall within the period specified therefore, or, if no period be specified, within five (5) days after the prescribed forms are presented to him/her/it for signature, enter into a written Contract, as applicable, with the City, in accordance with the Bid as accepted and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract(s), or in the event of the withdrawal of said Bid within the period specified or the failure to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the City the difference between the amount specified in said Bid and the amount for which the City may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the City in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for Bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for Bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys’ fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 13th day of October, 2022. The name and corporate seal of each corporate party being hereon affixed and these presents duly assigned by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Principal Cedro Construction, Inc.

By:

Title: President/CEO

Old Republic Surety Company

By:

Surety: Surety Company

Attorney-in-Fact

Randy Spoon

Request for Bid

BID NO. CB-22-17

11 OF 139

Water Main Replacement on Victor Avenue & Local Street South of Century Boulevard
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Randy Spohn, Matthew R. Dobyns, Hamilton Kenney, Ashley M. Spohn of Santa Ana, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required); bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depositary bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and notes, guaranty bonds, self-insurance workers compensation bonds and notes, guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982:

RESOLVED that the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent, or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 11th day of August 2022.

[Signature]
Assistant Secretary

[Signature]
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA • SS

On this 11th day of August 2022 personally came before me, Alan Pavlic

and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

My Commission Expires: September 28, 2026

(Expiration of notary’s commission does not invalidate this instrument)

[Signature]
Notary Public

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

74 7097

Signed and sealed at the City of Brookfield. Wth this 13th day of October 2022.

[Signature]
Assistant Secretary

R.S. Bonding & Ins Agency Inc
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of CALIFORNIA

County of ORANGE

On 10/13/2020 before me, ERIKA G. MORGAN, NOTARY PUBLIC,

personally appeared RANDY SPOHN

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

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

WITNESS my hand and official seal.

Signature of Notary

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

☐ PARTNER(S) ☐ LIMITED
☒ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)
List of Subcontractor

As of March 1, 2015, Contractors (and subcontractors) wishing to bid on public works contracts shall be registered with the State Department of Industrial Relations and certified to bid on Public Works contracts.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations and Section 4104 of the California Public Contract Code, the following information is required for each subcontractor that will perform work amounting to more than one-half of one percent (0.5%) of the Total Base Bid or $10,000, whichever is greater. Photocopy this form for additional firms.

<table>
<thead>
<tr>
<th>Subcontractor Name and Location</th>
<th>Line Item &amp; Description</th>
<th>Subcontract Amount</th>
<th>% of Bid Item Subcontracted</th>
<th>Contractor License Number and DIR Reg. Number</th>
<th>DBE (Y/N)*</th>
<th>DBE Cert Number*</th>
<th>Annual Gross Receipts</th>
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* DBE information not required for locally-funded, state-funded, and U.S. Housing and Urban Development / Community Development Block Grant (CDBG)-funded projects.

Request for Bid
BID NO. CB-22-17
References - please provide Reference(s) on similar type of work:

<table>
<thead>
<tr>
<th>Reference</th>
<th>Organization/Agency</th>
<th>Contact Person</th>
<th>Phone</th>
<th>Contract amount</th>
<th>Date completed</th>
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<tbody>
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<td>1.</td>
<td>CITY OF ARCADIA</td>
<td>TIFFANY LEE</td>
<td>626-626-2721</td>
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<td>2.</td>
<td>SCV WATER AGENCY</td>
<td>WILLIAM SEITZ</td>
<td>949-300-9132</td>
<td>$3,112,332.00</td>
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<td>WEST RANCH WATER MAIN EXTENSION</td>
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<td>3.</td>
<td>CITY OF VERNON</td>
<td>MARK AUMENTADO</td>
<td>323-583-8811</td>
<td>$964,976.00</td>
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<td>MONTECITO WATER DISTRICT</td>
<td>DAVID WONG</td>
<td>805-969-2271</td>
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</table>
EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: City of Inglewood
2. Contract DBE Goal: 1%

3. Project Description: Water Main Replacement Project on Victor Avenue and Local Street South of Century Boulevard
4. Project Location: 1) Victor Avenue between Hill St. & Venice Way, 2) Local Street South of Century Blvd between 2nd & 8th Avenues

5. Bidder's Name: CEDRO CONSTRUCTION, INC.
6. Prime Certified DBE: □
7. Bid Amount: $1,515,920.50

8. Total Dollar Amount for ALL Subcontractors: $120,000.00
9. Total Number of ALL Subcontractors: 2

<table>
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<tr>
<th>10. Item Number</th>
<th>11. Description of Work, Service, or Materials Supplied</th>
<th>12. DBE Certification Number</th>
<th>13. DBE Contact Information (Must be certified on the date bids are opened)</th>
<th>14. DBE Dollar Amount</th>
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<td>19</td>
<td>TRUCKING - EXPORTING TRENCHING MATERIAL</td>
<td>13083</td>
<td>ANGELIN TRUCKING, INC. 8109 KEVIN AVENUE WINNETKA, CA 91306 818353-8745 818-535-8664</td>
<td>$70,000</td>
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</table>

Local Agency to Complete this Section

15. TOTAL CLAIMED DBE PARTICIPATION: $70,000.00 4.6%

16. Preparer's Signature: Andrew Cedro 11/18/2022
17. Date: 805-525-0599
18. Preparer's Name: ANDREW CEDRO
19. Phone: PRESIDENT/CEO/SECRETARY
20. Preparer's Title:

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract. Include additional copy with award package.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-5410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.
Declaration for the Contractor
I declare that I am an authorized agent or officer of the entity submitting this bid and in such capacity I am empowered to submit this bid on behalf of (entity):

CEDRO CONSTRUCTION, INC.

I also verify that all information submitted and contained herein is true and correct to the best of my knowledge and belief.

BY: [Signature]

Printed Name: ANDREW CECRO

Position/Title: CEO/PRESIDENT

Date of Execution: 10-18-2022
Extension of Contract to Other Public Agencies
The prices, terms and conditions of this bid may be extended to other governmental agencies at the mutual agreement of both the City and the Contractor. All requirements of the specifications, purchase orders, invoices, and payments with other agencies would be directly with the successful Contractor. The City of Inglewood does not warrant any additional use of the contract by such agencies. The Contractor’s response as requested below will no way affect the City of Inglewood’s consideration of this quote.

Please indicate if this quote will be extended to other public agencies, and the length of time it will remain in effect from the opening date of this quote.

Yes □   No X   Length of Time: N/A (Days /Months)
Noncollusion Declaration to be Executed by Bidder and submitted with Bid
(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the CITY / COUNTY of INGLEWOOD/LOS ANGELES
DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106, the undersigned declares:
I am the PRESIDENT/CEO of CEDRO CONSTRUCTION INC., the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 10-18-2022 [date], at SANTA PAULA [city], CALIFORNIA [state]."

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signature of Officer or Authorized Agent
Contractor's License Detail for License # 775943

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (BPC 70271 et seq.). If this entity is subject to public complaint disclosure click online at CSLB website link below for more information. Click here for a definition of disqualifying actions.
- Only construction-related civil judgments reported to CSLB are reflected (BPC 70711.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 10/21/2022 10:08:49 AM

Business Information

CEDRO CONSTRUCTION INC
110 E SANTA MARIA STREET
SANTA PAULA, CA 93060
Business Phone Number (805) 525-9599

Entity: Corporation
Issue Date: 03/08/2000
Expire Date: 03/31/2024

License Status

This license is current and active. All Information below should be reviewed.

Classifications

A - GENERAL ENGINEERING

Bonds Information

Contractor's Bond
This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.
Bond Number: S23313179
Bond Amount: $150,000
Effective Date: 02/01/2016

Contractor's Bond History

Bond of Qualifying Individual
The qualifying individual ANDRZEJ CEDRO certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 03/08/2000

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND
Policy Number: 02/27952
Effective Date: 02/01/2020
Expire Date: 02/01/2023
Workers' Compensation History

- Personnel listed on this license (current or disassociated) are listed on other licenses.

Copyright © 2022 State of California
Workers' Compensation History

Contractor License #: 775943  
Contractor Name: CEDRO CONSTRUCTION INC

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<tr>
<th>Insurance Company</th>
<th>Policy #</th>
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</tbody>
</table>

https://www.ctsb.ca.gov/OnlineServices/CheckLicenseBWCHistory.aspx?LicNum=775943
Business Search

The California Business Search provides access to valuable information for corporations, limited liability companies, and limited partnerships of record with the California Secretary of State, including PSF (profit sharing funds) information, information relating to the Secretary of State's Business Entity Search, and State and Federal tax clearance information. This search is not intended to serve as a substitute for a comprehensive search.

Basic Search

1. Enter an entity number in the entity number field. When completing a search by entity number, please remember that the entity number is unique.
2. Enter a partial entity number or entity name in the entity name field. When completing a search by entity name, please remember that the entity name is unique.
3. Complete the search by clicking the Search button.

Advanced Search

1. Use the advanced search feature for searching by story entity type or story entity group.
2. Complete the search by clicking the Search button.

Disclaimer: Search results are limited to the SSID unless otherwise stated in the search results. If your search results are not found within the SSID reports, please refer to the Secretary of State for additional resources. The California Business Search is updated as documents are approved. The data is subject to change without notice.
Form W-9

Request for Taxpayer Identification Number and Certification

[...] the requester. Do not send to the IRS.

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
   
   Cedro Construction, Inc.

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

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.
   
   [ ] Individual/sole proprietor or single-member LLC
   [ ] C Corporation
   [ ] S Corporation
   [ ] Partnership
   [ ] Trust/estate
   [ ] Limited liability company. Enter the tax classification (C= Corporation, S=S Corporation, P=Partnership). [ ]
   [ ] Limited liability company; enter the tax classification (C= Corporation, S= S Corporation, P=Partnership).
   [ ] Exempt payee code (if any)
   [ ] Exemption from FATCA reporting code (if any)
   [ ] (Applies to accounts maintained outside the U.S.)

4. Exemptions (codes apply only to certain entries, not individuals; see instructions on page 3).

5. Address (number, street, and apt. or suite no.) See instructions. See specific instructions on page 3.

6. City, state, and ZIP code

   Santa Paula CA 93060

7. List account number(s) here (optional)

   See specific instructions on page 3.

   Requestor’s name and address (optional)

---

Part I  Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give The Requester for guidelines on whose number to enter.

Social security number

[ ] - [ ] - [ ]

OR

Employer identification number

[ ] [ ] [ ] [ ] [ ]

---

Part II  Certification

Under penalties of perjury, I certify that:

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

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

Signature of U.S. person

Michael Verner

Date

[11/22/2022]

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General Instructions

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

Future developments: For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.
### Certificate of Liability Insurance

**Producer**

Brown & Brown Insurance Services of California, Inc  
License #0D04053  
1001 Mark Avenue, Suite 201  
Carpinteria, CA 93013

**Insured**

Cedro Construction Inc.  
120 E. Santa Maria  
Santa Paula, CA 93060

---

**Coverages**

<table>
<thead>
<tr>
<th>CERTIFICATE NUMBER:</th>
<th>22-23 GL, BA, UMB, WC</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>INSURER A:</strong></td>
<td>Great American Assurance Company</td>
</tr>
<tr>
<td><strong>Insurers Affording Coverage</strong></td>
<td>NAIC #</td>
</tr>
<tr>
<td><strong>INSURER B:</strong></td>
<td>Nationwide Mutual Insurance Company</td>
</tr>
<tr>
<td><strong>INSURER C:</strong></td>
<td>Travelers Property Casualty Company of America</td>
</tr>
<tr>
<td><strong>INSURER D:</strong></td>
<td>State Compensation Insurance Fund of CA</td>
</tr>
<tr>
<td><strong>INSURER F:</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Limitations**

- **Each Occurrence:** $1,000,000
- **Policy Aggregate:** $2,000,000

**Insurers Affording Coverage**

- **INSURER A:** General Aggregate  
  Date: 02/01/2022  
  Limit: $2,000,000

**Insurers Affording Coverage**

- **INSURER B:** General Aggregate  
  Date: 02/01/2022  
  Limit: $2,000,000

**Insurers Affording Coverage**

- **INSURER C:** General Aggregate  
  Date: 02/01/2022  
  Limit: $2,000,000

**Insurers Affording Coverage**

- **INSURER D:** General Aggregate  
  Date: 02/01/2022  
  Limit: $2,000,000

**Insurers Affording Coverage**

- **INSURER F:** General Aggregate  
  Date: 02/01/2022  
  Limit: $2,000,000

---

**Description of Operations/Locations/Vehicles**

City of Inglewood, its officers, officials, employees and volunteers are included as Additional Insureds under the General Liability per the attached form CG 20 33 (Ed. 07 04) and CG 20 37 (Ed. 07 04) to be issued by the carrier, as required by written contract. General Liability policy is Primary and Non-Contributory per the attached form GAC 3646 CG (Ed. 11 08), as required by written contract. Waiver of Subrogation applies to the Worker’s Compensation per the attached form 10217 (Rev. 7-2011), as required by written contract, 30 Day Notice of Cancellation applies per form to be issued by the carrier, as required by written contract.

**Certificate Holder**

City of Inglewood  
One Manchester Boulevard  
Inglewood, CA 90301

---

**Cancellation**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**Authorized Representative**

[Signature]

---

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**ACORD 25 (2016/03)**
# Certificate of Liability Insurance

**Certificate Number:** 22-23 GL, BA, UMB, WC  
**Revision Number:**  

**Issued By:**  
**Insured:**  
**Producer:** Brown & Brown Services of California, Inc  
**Address:** 1001 Mark Avenue, Suite 201  
**City:** Carpinteria  
**State:** CA  
**Zip Code:** 93013  
**NAIC:** 23787  
**INSURER A:** Great American Assurance Company  
**INSURER B:** Nationwide Mutual Insurance Company  
**INSURER C:** Travelers Property Casualty Company of America  
**INSURER D:** State Compensation Insurance Fund of CA  
**INSURER E:**  

**Date:** 11/28/2022

---

## Coverages

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Policy Number</th>
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<tbody>
<tr>
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<tr>
<td>Auto Liability</td>
<td>ACP3038450620</td>
<td>Complied Single Limit (Ex. Accident)</td>
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<tr>
<td>Umbrella Liability</td>
<td>EX9516793322</td>
<td>Each Occurrence</td>
</tr>
<tr>
<td>Workers Compensation &amp; Employers' Liability</td>
<td>9207992-22</td>
<td>Each Accident</td>
</tr>
</tbody>
</table>

---

**Description of Operations / Locations / Vehicles:**

City of Inglewood, its officers, officials, employees and volunteers are included as Additional Insureds under the General Liability per the attached form CG 20 33 (Ed. 07/04) and CG 20 37 (Ed. 07/04) to be issued by the carrier, as required by written contract. General Liability policy is Primary and Non-Contributory per the attached form GAC 3649 CG (Ed. 11/06), as required by written contract. Waiver of Subrogation applies to the Workers Compensation per the attached form 10217 (Rev. 7-2014), as required by written contract. 30 Day Notice of Cancellation applies per form to be issued by the carrier, as required by written contract.

---

**Certificate Holder:** City of Inglewood  
**Authorized Representative:**

---

**Cancellation:**  
Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

---

**ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD**
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II - WHO IS AN INSURED is amended to include as an Additional Insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an Additional Insured on your policy. Such person or organization is an Additional Insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. your acts or omissions; or

2. the acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the Additional Insured.

A person's or organization's status as an Additional Insured under this endorsement ends when your operations for that Additional Insured are completed.

B. With respect to the insurance afforded to these Additional Insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

   a. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

   b. supervisory, inspection, architectural or engineering activities,

2. "Bodily injury," or "property damage" occurring after:

   a. all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or

   b. that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY NON-CONTRIBUTORY INSURANCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM

This insurance is primary to any other insurance held by third parties with respect to work performed by you under written contractual agreements with such third parties and any other insurance which may be available to such third parties shall be non-contributory.
ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION
BLANKET BASIS

EFFECTIVE APRIL 1, 2022 AT 12.01 A.M.
AND EXPIRING APRIL 1, 2023 AT 12.01 A.M.

CEDRO CONSTRUCTION, INC.
120 E SANTA MARIA ST
SANTA PAULA, CA 93060

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE 2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<table>
<thead>
<tr>
<th>PERSON OR ORGANIZATION</th>
<th>JOB DESCRIPTION</th>
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<tr>
<td>ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER</td>
<td>BLANKET WAIVER OF SUBROGATION</td>
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</table>

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: APRIL 4, 2022

2572
AUTHORIZED REPRESENTATIVE

207129
PRESIDENT AND CEO