DATE: April 4, 2023
TO: Mayor and Council Members
FROM: Public Works Department
SUBJECT: Agreement with Mehta Mechanical Company Inc. for the North Inglewood Booster Pump No. 3 Replacement Project (Bid No. CB-23-05) using ARPA Grant Funds

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 Mehta Mechanical Company, Inc. dba MMC, Inc. (Contractor), in a total amount not to exceed $81,400 (includes an additional City controlled and directed ten percent (10%) contingency in an amount not to exceed $7,400), using American Rescue Plan Act (ARPA) Grant Funds, for the North Inglewood Booster Pump No. 3 Replacement Project, per Bid No. CB-23-05. (General Fund)

BACKGROUND:
The City of Inglewood (City) Water Service area covers approximately 4,600 acres within its corporate boundaries. The City provides water to approximately 80 percent of the residences and businesses in the City. The remaining 20 percent of residences and businesses receive water services from the Golden State Water Company or the Cal-American Water Company. The City’s water facilities consist of four (4) wells, the Sanford T. Anderson Water Treatment Plant (WTP), two (2) reservoirs with booster pump stations, and 152 miles of water main pipes.

The City operates the 4.6 million gallon (MG) North Inglewood Reservoir with a booster pump station at 1300 North Wexham Way. The WTP water is blended with water purchased from the Metropolitan Water District (MWD) and stored in the reservoir. During periods of peak demand and to support fire emergencies, water pressure is supplemented by a redundant booster pump system that feeds two zones: Booster Pumps No. 1 and No. 2 feed Water Pressure Zone No. 2, and Booster Pumps No. 3 and No. 4 feed Water Pressure Zone No. 3.

In November 2022, the NIB03 pump was taken out of service due to vibration issues, which require substantial repairs.

ARPA Project Eligibility
On March 11, 2021, the American Rescue Plan Act ("ARPA") of 2021 was signed into law by President Joe Biden, establishing the Coronavirus State and Local Fiscal Recovery Funds ("CSLFRF") Program. This program 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.
Mayor and Council Members

Agreement with Mehta Mechanical Company Inc. for the
North Inglewood Booster Pump No. 3 Replacement Project (Bid No. CB-23-05)
Using ARPA Grant Funds
April 4, 2023

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

- Fight the pandemic and support families and businesses struggling with its public health and economic impacts
- Maintain vital public services, even amid declines in revenue resulting from the crisis
- 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, and 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) either under its Clean Water State Revolving Fund (CWSRF) or the Drinking Water State Revolving Fund (DWSRF) and as outlined in the Final Rule. The proposed project qualifies as an eligible DWSRF project and meets the criteria under the CSLFRF expenditure category, Drinking Water: Transmission & Distribution.

DISCUSSION:
On November 30, 2022, Public Works staff prepared and completed project specifications for the North Inglewood Booster Pump No. 3 Replacement Project (Bid No. CB-23-05).

On November 30, 2022, the Office of the City Clerk sent an advertisement to Herald Publications that included an invitation to submit bid proposals for the project. The Public Works Department also posted an invitation to submit bid proposals through the PlanetBids.com bid services portal and notified twelve (12) prospective contractors by email about the bid invitation.

On December 15, 2022, Public Works staff conducted a mandatory job walk pre-bid meeting onsite at 625 Hargrave Street, Inglewood, CA 90302. Five (5) attendees from five (5) prospective bidders attended the pre-bid meeting. On January 25, 2023, the Office of the City Clerk received and opened two (2) bids as described in the following table:

<table>
<thead>
<tr>
<th>Bid No. CB-23-05</th>
<th>Contractor</th>
<th>Location</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mehta Mechanical Company, Inc. dba MMC, Inc.</td>
<td>Santa Paula, CA</td>
<td>$74,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Vicon Enterprise</td>
<td>Pico Rivera, CA</td>
<td>$122,500.00</td>
</tr>
</tbody>
</table>
Public Works staff has verified the lowest bidder’s licenses and past performance history to the City’s satisfaction. Therefore, it is recommended that the Council adopt the proposed resolution and authorize the expenditure of ARPA Grant Funds, in the amount of $74,000, for the water infrastructure project to Mehta Mechanical Company, Inc. dba MMC Inc.

The project contingency, in the amount of $7,400, will be requested from the Fiscal Year 2023-2024 Capital Improvement Program Budget and will utilize Water Utility Fund revenues, as needed, to complete the project. Project work will begin in the current fiscal year, with completion by the end of Fiscal Year 2023-2024.

**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 $74,000, will be transferred to Account Code No. 110.100.P818.44860 for project construction expenditures as shown in Exhibit A of Attachment No. 1 and the following budget amendment summary:

<table>
<thead>
<tr>
<th>Account Description</th>
<th>FY2022-23 Current Amount</th>
<th>FY2022-23 Revised Amount</th>
<th>FY2022-23 Amended Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>110.100.P818.44860 (Water Fund - Capital Projects - ARPA Water Utility Improvement Project - Contract Services)</td>
<td>$1,515,921.00</td>
<td>$1,589,921.00</td>
<td>$74,000.00</td>
</tr>
</tbody>
</table>

Upon Council approval of the proposed contract and upon issuance of the Notice to Proceed (NTP) for construction, staff requests issuance of the following purchase orders:

**Purchase Order Issuance for Project Construction**

<table>
<thead>
<tr>
<th>Account Code No.</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>110.100.P818.44860</td>
<td>Water Fund - Capital Projects - ARPA Water Utility Improvement Project - Contract Services</td>
<td>$74,000.00</td>
</tr>
</tbody>
</table>

For Fiscal Year 2023-2024, a budget appropriation of $7,400, using Water Fund 110 revenue, will be requested for project contingency. After approval 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 No.</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>110.100.P804.44860</td>
<td>Water Fund - Capital Projects - Water Distribution System Upgrade Program - Contract Services</td>
<td>$7,400.00</td>
</tr>
</tbody>
</table>
Mayor and Council Members
Agreement with Mehta Mechanical Company Inc. for the
North Inglewood Booster Pump No. 3 Replacement Project (Bid No. CB-23-05)
Using ARPA Grant Funds
April 4, 2023

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:  [Signature]
Louis A. Atwell, PW Director/Asst. City Mgr.

CITY MANAGER APPROVAL:  [Signature]
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
INGLEWOOD NORTH INGLEWOOD BOOSTER
PUMP NUMBER 3 REPLACEMENT PROJECT.

WHEREAS, the City’s Water Service area covers approximately 4,600 acres within its
corporate boundaries; and

WHEREAS, the City provides water to approximately 80% of the residences and
businesses in the City while the remaining 20% of residences and businesses receive water
services from either the Golden State Water Company or the Cal-American Water Company;
and

WHEREAS, the City’s water facilities consists of four (4) wells, the Sanford T. Anderson
Water Treatment Plant (WTP), two (2) reservoirs with the booster pump stations, and 152
miles of water main pipes; and

WHEREAS, the City operates a 4.6 million gallon (MG) North Inglewood Reservoir with
a booster pump station located at 1300 North Wexham Way, Inglewood; and

WHEREAS, during maintenance routine inspections inside the North Inglewood
Reservoir Booster Pump Station in January of 2022, Water Treatment Operators were alarmed
by the vibrations coming from Booster Pump #3 (NIB03); and

WHEREAS, in November of 2022, the NIB03 pump was taken out of service and Water
Treatment Operators notified the WTP Supervisor and Public Works Engineer that the booster
pump needed replacing (the “Project”); and

WHEREAS, on September 27, 2022, the City Council adopted the fiscal year 2022-2023
budget;

WHEREAS, upon Council adoption of this resolution amending the Fiscal Year 2022-
2023 Budget, sufficient appropriations will be available for Project completion.
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 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 __________, 2023

CITY OF INGLEWOOD:

__________________________
James T. Butts, Jr.,
Mayor

ATTEST:

__________________________
Aisha L. Thompson,
City Clerk
## Exhibit A

**Fund:** 079  
**Agency:** 099  
**Orgn:** 9930

### ARPA Fund

<table>
<thead>
<tr>
<th>OBJECT CODE</th>
<th>8003 OPERATING TRANSFERS-IN</th>
<th>FY2022-23 Budget</th>
<th>Amendment Request</th>
<th>Increase/ (Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$1,515,921.00</td>
<td>$1,589,921.00</td>
<td>$74,000.00</td>
</tr>
<tr>
<td>Total</td>
<td></td>
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<td>$1,589,921.00</td>
<td>$74,000.00</td>
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</tbody>
</table>

**Fund:** 079  
**Agency:** 099  
**Orgn:** 9930

### ARPA Fund

<table>
<thead>
<tr>
<th>OBJECT CODE</th>
<th>49905.01 OPERATING TRANSFERS-OUT - ARPA</th>
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<th>Amendment Request</th>
<th>Increase/ (Decrease)</th>
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<td>$1,589,921.00</td>
<td>$74,000.00</td>
</tr>
</tbody>
</table>

**Fund:** 110  
**Agency:** 100  
**Orgn:** P818

### Water Fund

<table>
<thead>
<tr>
<th>OBJECT CODE</th>
<th>8003 OPERATING TRANSFERS-IN</th>
<th>FY2022-23 Budget</th>
<th>Amendment Request</th>
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<td>$74,000.00</td>
</tr>
</tbody>
</table>

**Fund:** 110  
**Agency:** 100  
**Orgn:** P818

### Water Fund

<table>
<thead>
<tr>
<th>OBJECT CODE</th>
<th>44860 CONTRACT SERVICES-PUBLIC WORKS</th>
<th>FY2022-23 Budget</th>
<th>Amendment Request</th>
<th>Increase/ (Decrease)</th>
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<tbody>
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<td></td>
<td></td>
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<tr>
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<td>$1,589,921.00</td>
<td>$74,000.00</td>
</tr>
</tbody>
</table>
ATTACHMENT NO. 2

Agreement
AGREEMENT NO.: _____

THIS AGREEMENT is made and entered into this _________ day of ______________, 2023, 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 MEHTA MECHANICAL COMPANY, INC., dba MMC, INC., (hereinafter referred to as the "Contractor") a California corporation, with a corporate number of C1805149, duly organized and in good standing in the State of California, with a Contractors State License Board number of 573635 and a principal business and mailing address of 5901 Fresca Drive, La Palma, California 90623.

RECITALS

WHEREAS, the City’s Water Service area covers approximately 4,600 acres within its corporate boundaries; and

WHEREAS, the City provides water to approximately 80% of the residences and businesses in the City while the remaining 20% of residences and businesses receive water services from either the Golden State Water Company or the Cal-American Water Company; and

WHEREAS, the City’s water facilities consists of four (4) wells, the Sanford T. Anderson Water Treatment Plant (WTP), two (2) reservoirs with the booster pump stations, and 152 miles of water main pipes; and

WHEREAS, the City operates a 4.6 million gallon (MG) North Inglewood Reservoir with a booster pump station located at 1300 North Wexham Way, Inglewood; and

WHEREAS, during maintenance routine inspections inside the North Inglewood Reservoir Booster Pump Station in January of 2022, Water Treatment Operators were alarmed by the vibrations coming from Booster Pump #3 (NIB03); and

WHEREAS, in November of 2022, the NIB03 pump was taken out of service and Water Treatment Operators notified the WTP Supervisor and Public Works Engineer that the booster pump needed replacing; and

WHEREAS, on November 30, 2022, Public Works staff prepared and completed project
specifications for the North Inglewood Booster Pump #3 Replacement Project (Bid No. CB-23-05) (the “Project”); and

WHEREAS, on December 15, 2022, Public Works staff conducted a mandatory job walk through and pre-bid meeting onsite at 625 Hargrave Street, Inglewood, CA 90302 with five (5) attendees from five (5) prospective bidders attending; and

WHEREAS, on January 25, 2023, a total of two (2) bids were received and the Contactor was ultimately 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 1000013675; and

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

WHEREAS, the 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; and

WHEREAS, the City and the Contractor now seek to enter into 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 Two, dated January 17, 2023; and Exhibit “B,” Addendum One, dated January 5, 2023; and Exhibit “C,” the North Inglewood Booster Pump #3 (NIB03) Replacement Project Meeting Minutes (Bid No. CB-23-05), dated December 15,
2022; and Exhibit “D,” Federally required clauses; and Exhibit “E,” project bid documents for
the North Inglewood Booster Pump #3 Replacement Project (Bid No. CB-23-05); and Exhibit
“F,” the Contractor’s Proposal. Each Exhibit is incorporated herein by this reference as if set
forth in full. In the event of ambiguity, conflict, or inconsistent language, the order of
precedence shall be (in descending order):

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

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 Sixty (60)
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.

///

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ARTICLE 5 – COMPENSATION

1. Contractor shall be paid, pursuant to the bid items in the bid table in Exhibit “F,” a not-to-exceed amount of Seventy-Four Thousand Dollars ($74,000) 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 respective 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
Inglewood, California 90301-1750

**CONTRACTOR:**

Jagat S. Mehta, President
Mehta Mechanical Company, Inc. dba MMC, Inc.
5901 Fresca Drive,
Inglewood, California 90301-1750
La Palma, California 90623

**WITH COPY TO:**

**AGENT FOR SERVICE OF PROCESS ONLY**

Director Public Works
One Manchester Boulevard
Inglewood, California 90301

Mohan S. Mehta Individual 677054
5901 Fresca Drive,
La Palma, California 90623

**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 the Contractor will pay to the City the sum of **Two Hundred and Fifty Dollars ($250.00)** 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 seventy-two (72) 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

MEHTA MECHANICAL COMPANY
INC., dba MMC INC.

__________________________
Jagat S. Mehta,
President

__________________________
Mohan S. Mehta,
Secretary

ATTEST:

__________________________
Aisha L. Thompson,
City Clerk

APPROVED AS TO FORM:

__________________________
Kenneth R. Campos,
City Attorney
EXHIBIT "A"

Addendum No. 2
ADDENDUM NO. 2

North Inglewood Booster Pump #3 Replacement Project
CB-23-05

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 6 and 91 Bid Item #5**, the description of bid item shall add “(Schedule 40 and Pressure Class 300)” for the new column pipe. Also on Page 91, Bid Item #5 explanation shall be changed accordingly for adding “(Schedule 40 and Pressure Class 300)”. Please see the attached updated Page 6 and 91. Prospective bidders are asked to bid based on this.
2. City shall add the Stainless Steel Pipe’s specification sheets for Stainless Steel Schedule 40. Prospective bidders are asked to bid based on this.
3. **On Page 88**, the last sentence of second paragraph shall be deleted. Prospective bidders are asked to bid based on this.
4. **On Page 89, 99, 100, and 101**, “drilling” and “well” related-wording shall be deleted. This project is for pump replacement project only. Prospective bidders are asked to bid based on this.
5. **On Page 99**, the California Contractor requirement shall include “D21, or C57”, additionally to “A” license. Prospective bidders are asked to bid based on this.

Please add this Addendum No. 2 to your bid proposal for acknowledging receipt of Addendum No. 2. If you have any questions, please contact Thomas C. Lee (*tlee@cityofinglewood.org*).

Sincerely,

Louis A. Atwell, P.E.
Public Works Director
**Bid Proposal**

"NORTH INGLEWOOD BOOSTER PUMP #3 REPLACEMENT PROJECT"

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:

To furnish all labor, materials, equipment, transportation, and services and to do all the work required for the "NORTH INGLEWOOD BOOSTER PUMP #3 REPLACEMENT PROJECT" and in strict conformity with the specifications and at the following total lump sum prices, to Wit.

<table>
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<tr>
<th>Item No.</th>
<th>Bid Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
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<td>1</td>
<td>Mobilization and Demobilization including Business License &amp; Liability Insurance.</td>
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<td>Lump Sum</td>
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<td>Traffic Control &amp; Devices and Site Security (temporary fence, etc.)</td>
<td>1</td>
<td>Lump Sum</td>
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<tr>
<td>3</td>
<td>Using crane to Remove &amp; Re-Install Motor, Column/Tube/Shaft, Discharge Manifold, &amp; Pump assembly; plus storage &amp; protection.</td>
<td>1</td>
<td>Lump Sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Furnish and install new water-lube pump assembly with C.I. body, S.S. 316 impeller and closed end (2600-gpm at 125-feet TDH) upon City Engineer approval.</td>
<td>1</td>
<td>Lump Sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Furnish and install 12-inch Stainless Steel 316 (Schedule 40 and Pressure Class 300) Column Pipe Assembly (including SS416 shaft).</td>
<td>18</td>
<td>Linear Feet</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
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<tr>
<td>6</td>
<td>Repair &amp; Replace Wiring Onsite for NIB03 pump assembly.</td>
<td>1</td>
<td>Lump Sum</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
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<tr>
<td>7</td>
<td>Miscellaneous, incidentals &amp; all other Works such as pump adjustment, other during the startup, etc.; provide Final Report including as-built drawing, as indicated on the contract documents.</td>
<td>1</td>
<td>Lump Sum</td>
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</table>
REPLACEMENT PROJECT by the City, Greenbook (plans & spec), AWWA, ASTM and OSHA standards.

**Bid Item No. 2: Traffic Control & Devices and Site Security (temporary fence, yellow tape, etc.).**

Bid Item No. 2 shall be made on a **sum** basis, which shall include all costs (all labor, materials & equipment) involved to perform traffic control with devices and implement all safety measures to ensure public safety at public right-of-way including sidewalk throughout the period of construction per City Engineers. Contractor shall install site security (temporary fence or yellow tape, etc.) and implement safekeeping measures for the Well 4 site particularly. It shall include any other incidentals required to complete the NORTH INGLEWOOD BOOSTER PUMP #3 REPLACEMENT PROJECT by the City, Greenbook (plans & spec), AWWA, ASTM and OSHA standards.

**Bid Item No. 3: Using crane to Remove & Re-Install Motor, Column/Tube/Shaft, Discharge Manifold, & Pump assembly; plus storage & protection.**

Bid Item No. 3 shall be made on a **sum** basis, which shall include all costs (all labor, materials & equipment) involved in using crane & manpower to remove of the entire existing pump motor assembly, column/tube/Shaft, pump, and all existing assemblies. In addition, it shall properly protect existing motor. For removed pump assembly, contractor shall dispose them with proper handling and transport, and this includes the fee for all permits, EPA numbers, processing paperwork, packaging/handling of removed materials and any other incidentals required by the City and all the agencies to meet all regulations. It shall include any other incidentals required to complete the NORTH INGLEWOOD BOOSTER PUMP #3 REPLACEMENT PROJECT by the City, Greenbook (plans & spec), AWWA, ASTM and OSHA standards.

**Bid Item No. 4: Furnish and install new water-lube pump assembly with C.I. body, S.S. 316 impeller and closed end (2600-gpm at 125-feet TDH) upon City Engineer approval.**

Bid Item No. 4 shall be made on a **sum** basis, which shall include all costs (all labor, materials & equipment) involved to furnish and install a new City approved pump assembly with C.I. body, S.S. 316 impeller and closed end (2600-gpm at 125-feet TDH). It shall include the cost of shipping or pick-up the pump/motor assembly from the supplier or manufacturer anywhere within USA. It shall include the cost for start-up of the new pump and existing motor. It shall include any other incidentals required to complete the NORTH INGLEWOOD BOOSTER PUMP #3 REPLACEMENT PROJECT by the City, Greenbook (plans & spec), AWWA, ASTM and OSHA standards.

**Bid Item No. 5: Furnish and install 12-inch Stainless-Steel 316 (Schedule 40 and Pressure Class 300) Column Pipe Assembly (including SS416 shaft).**

Bid Item No. 5 shall be made on a **linear feet** basis, which shall include all costs (all labor, materials & equipment) involved to furnish and install 12-inch Stainless-Steel 316 (Schedule 40 and Pressure Class 300) Column Pipe Assembly (including S.S.416 shaft. It shall include the cost of shipping or pick-up the assembly from the supplier or manufacturer anywhere within USA. This is to replace existing pump column and its shaft. The initial assumed 18 linear feet column pipe and SS416 shaft will be needed, but the final pipe quantity in linear feet will be determined after pulling out the existing old pump assembly. It shall include any other incidentals required to complete the NORTH INGLEWOOD BOOSTER PUMP #3 REPLACEMENT PROJECT by the City, Greenbook (plans & spec), AWWA, ASTM and OSHA

Request for Bid
BID NO. CB-23-05—ADDENDUM 02
91 OF 106
NIB03 Pump Replacement Project
### STAINLESS STEEL PIPE

#### Theoretical Bursting Pressures and Weights

**Upper Figures – Pressures in Pounds**

**Lower Figures – Wall Thickness/Weight**

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The information presented above are typical or average values and are not a guarantee of maximum or minimum values.
Division II - Technical Specification

Section 1. GENERAL

Section 1.1 Scope of Work

City’s North Inglewood Booster Pump #3 (NIB03) is needed to replace with new pump assembly due to the vibration issue, which is sign of pump’s deterioration. A crane will be needed to pull the existing pump out, and then Contractor shall install with new water-lube pump assembly.

The work will consist, but not limited to, furnishing all equipment, tools, materials, and labor necessary to perform site investigation, putholing, notification, coordination, trench excavation, temporary pavement/steel plate, backfill & compaction, and permanent pavement. Also the work shall consists site cleanness & its maintenance, and removing & disposing of existing pipe & waste materials from the site, In addition, the work shall include furnishing & installation of new 8-inch DIP Water Mains and appurtenances complete as indicated on the construction plans and specifications.

Contractor shall supply and install all equipments to conform to all applicable standards and procedures, and meeting all applicable testing and material properties as described by those standards or within this specification, and in accordance with the requirements of the Contract Documents and in this specification. Contractor shall coordinate his work so as not to interfere with the existing City operation and service. The Work shall also include administration, mobilization & demobilization, obtain required permits, safety, NPDES compliance, documentation & drawings (if required) submittals, and restoration of areas/system/structure, and all other incidentals to complete the project.

Items mentioned and not mentioned above, which are required by Standard Specifications for APWA Public Works Construction Standard Specifications, Latest Edition (a.k.a. Greenbook), Caltrans Standard Plan and Specification, and/or these Technical/Standard Specifications, shall be constructed to assure the proper completion of the Project, and shall be included in the appropriate Lump Sum or Unit Price Bid in the Bidder’s Proposal.

In addition, the works to be performed under these Technical/Special Specifications shall consist of furnishing all labors, materials, equipments, tools, services, and incidentals required for the following:

1. Obtain all necessary permits, as required from all concerned Agencies/City, prior to undertaking the project.
2. Disposal of removed, unwanted materials including transport.
3. Furnish all traffic control and equipment necessary for the job preparation, safety & protection of working crews & equipment, and cleanup (maintaining clean, non-hazardous site at all times).
4. All equipments will be included/needed to do the jobs, and these will include all necessary confined space equipment/device/safety as follows:
   a. Scaffolding with retaining wall plate (if needed).
   b. Supervisor/Environmental Technician/Hole watch.
   c. Ventilation fan.
   d. 2-way radios for communication
   e. Cellular phone as an emergency response tool.
   f. Half-face cartridge type respirators (supplied air respirators available if required).
g. Tripod/Winch/Ladder for emergency evacuation.
h. Harnesses with safety ropes for all men.
i. Daily monitoring log
j. Complete and post-confined space entry permit.
k. All other required miscellaneous equipments & devices for construction & safety usage/warning.

5. Other miscellaneous appurtenant work as required, all as hereinafter described.

Items not mentioned above, which are required by Standard Specifications and manufacturer’s standards and requirements per Division II Section 1.2 and/or these Technical/Special Specifications, shall be constructed to assure the proper completion of the Project, and shall be included in the appropriate Unit Price Bid in the Bidder’s Proposal.

In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions of the job site and surrounding traffic & staging area affected, including safety of all persons and property during the performance of the work, and the Contractor shall fully comply with all local, state, federal and other laws, rules, regulations and orders relating to safety of the public or workers.

The Contractor will conform to all requirements of the Regional Water Quality Control Board, Los Angeles for water disposal and AWWA standards. Should there be a discrepancy between theses Specifications and the standards the Contractor shall notify the City of the discrepancy in writing.

The Contractor shall conduct his operations and activities to provide dust and smoke controls as follows: No fuel shall be used nor shall any operation be conducted which emits into the atmosphere any smoke that is defined as equal to Ringlemann No. 2 or darker, and no operation shall be conducted which emits into the atmosphere any flying dust or dirt that is harmful to humans or that might constitute a nuisance.

The Contractor shall at all times keep the site in a neat and clean condition and free from accumulation of material. Upon completion of the work, the Contractor shall dispose of or remove all rubbish, unused materials, grout forms, and other equipment or materials belonging to the Contractor or used under their direction during the construction. The drilling site and other rights-of-way occupied shall be left in a neat and presentable condition. The Contractor shall contain the drilling fluids and cuttings on site, then remove and dispose of them at an approved landfill when work is completed unless otherwise directed by the City. Final cleanup of the site must conform to requirements of the City at the expense of Contractor.

Section 1.3 Related Requirements

General Prevailing Wage Regulation:

https://www.dir.ca.gov/OPRL/dprevagedetermination.htm

Standard Specifications and Standards used:

- Occupational Safety and Health Administration (OSHA) Safety and Health Standards.
Section 2.7 Permits, Notification & Licenses

The Contractor shall, at a minimum, obtain the following permits/licenses that may be required, including the following:

1. All other applicable permits, for equipment and offsite transport of wastes, will be obtained at the contractor’s expense.

It will be the responsibility of the Contractor to notify Underground Services Alert (USA) at least 48 hours in advance of performing any excavation onsite.

A bidder shall hold a valid California Contractor’s License Class A, D21, or C57. Please provide the well owner’s name, contact person, telephone number, and dates of construction for each referenced project.

Section 2.8 Working Space

The Contractor shall limit his work activities, including the temporary storage of materials and excavated dirt inside the City’s rights-of-way and temporary construction easements as shown on the Plans. The Contractor shall prevent erosion of surface soils from all development and testing water. The Contractor shall keep local streets open for traffic at all times and install signs (as necessary) for road crossings.

Section 2.9 Contractor’s Daily Reports

The Contractor shall complete a daily report indicating manpower, major equipment, subcontractors, etc., involved in the performance of the work. The daily reports shall be submitted to the City’s Representative at his/her request.

Section 2.10 Construction Utilities

The Contractor shall provide necessary onsite utilities during the course of work at the site. These utilities may include, but not be limited to the following items:

1. POTABLE WATER: All drinking water on the site during construction shall be furnished by the Contractor and shall be bottled water or water furnished in approved dispensers.

2. CONSTRUCTION WATER: The Contractor shall obtain construction water from the City at the location designated during the Pre-Construction Meeting. The Contractor shall be responsible for obtaining a water meter and backflow prevention device. The water will come at no cost to the Contractor, however, the meter shall be obtained from the City and is subject to a rental fee as determined by the City.

3. SANITARY FACILITIES: The Contractor shall provide adequate temporary toilet and washing facilities for his workers and other site personnel. The Contractor shall maintain such facilities in a sanitary condition throughout the construction period. After construction is complete, the temporary facilities shall be removed and the premises disinfected, as required.

4. POWER AND FUEL: The Contractor shall be responsible for providing for his work under the contract all necessary power and special connections to a power supply and fuel for engines, generators, etc. as necessary.

5. PORTABLE TELEPHONE: The Contractor shall provide a portable (cellular) telephone(s) for
his/her workers and other site personnel; this phone will be used to provide 24-hour access to the driller and for emergencies.

Section 2.11 Protection of Existing Utilities

The Contractor shall protect existing utilities (water lines, gas mains, power poles, etc.), if present, against damage from his/her operations. All damages, if any, caused by the Contractor shall be repaired by the Contractor at his/her own expense.

Section 2.12 Accident Prevention

It is required that precautions shall be exercised at all times for the protection of any and all persons (including employees) and property and that the safety provisions of applicable laws, building, and construction codes shall be observed and that all machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction published by the Associated General Contractor of America, to the extent that such provisions are not in contravention of applicable laws.

Section 2.13 Construction Staking

The Contractor shall preserve all existing lot, property, or survey stakes, markers, or monuments, as they exist in the field. The Contractor shall be responsible for his disturbance, removal, or covering of existing lot stakes and shall pay the City the actual cost incurred for the proper replacement of said lot stakes or monuments. Only a Licensed Land Surveyor or a Registered Civil Engineer (pre-1982) of the State of California shall be employed to restore or replace property monuments.

Section 2.14 Nuisance Water

The Contractor shall anticipate nuisance water, such as rainfall, irrigation water, or surface water runoff, which may be encountered within the construction sites during the period of construction under this Contract. The Contractor, by submitting his bid, will be held to have investigated the risks arising from such waters, and to have made his bid in accordance therewith. The Contractor shall at all times protect the work from damage by such waters and shall take all due measures to prevent delays in progress of the work caused by such waters. The Contractor shall dispose of nuisance water at his own expense, and without adverse effects to the sites or any other adjacent properties.

Section 2.15 Supervision and Cooperation

The Contractor shall provide a qualified and experienced foreman, one of whom shall be in regular attendance throughout the construction, to coordinate the works of drilling and construction of this well. In addition to directing all construction and well-drilling activities, the foreman shall be capable of managing all personnel, subcontractors, and the City and/or its Representative(s) with the collaboration and cooperation, so that the overall project is successfully executed and completed within the allotted contract period without conflicts or delays.

Section 2.16 Protection of Site

Throughout the construction period, the Contractor shall keep the work site clean and free of all rubbish.
and debris. The Contractor shall provide for the disposal of all surplus materials, waste products, debris, etc., and shall make necessary arrangements for such disposal. Debris may be contained on the site, but only in approved containers, until it is hauled away and disposed of by the Contractor at a site suitable to accept such wastes.

At completion of the work, the Contractor shall remove all waste materials, rubbish and debris from and around the well site as well as all tools, construction equipment, fuel tanks, machinery, temporary structures, and surplus materials. The Contractor shall leave the property clean and ready for use by the City. The Contractor shall restore to their original condition all temporary work areas, including the physical conditions of the ground surface and subsurface.

Throughout all phases of work on this project, the Contractor shall maintain job site and security to preclude accidental or intentional damage and/or contamination of the new storm drain, the water supply, and surrounding soil. The Contractor shall be responsible for the restoration of existing pre-construction environmental (soil and groundwater) conditions. Whenever the site is unattended, the site shall be fenced to prevent entry by animals, humans, or equipment/tools. In addition, the site should be secured whenever operations are not being performed.

It is anticipated that nuisance water, such as rainfall, irrigation water, or local surface runoff may occur within the construction site during the period of construction under this Contract. The Contractor, by submitting his bid, will be held to have investigated the risks arising from such waters and shall take all due measures to prevent delays in progress of the work caused by such waters.

Section 2.17 Disposal of Materials

The Contractor will be required to manifest and remove all debris generated from the project activities. All other waste materials/items generated (other than those exempted by the City) as a result of project activities & operations will also be hauled away for disposal. Under no circumstances will fluids & mud be permitted to flow uncontrolled offsite, onto nearby streets or into local catch basins.

Section 2.18 Submittals & Resubmittals

A. General

1. Provide three (3) copies of all submittals/re-submittals (re/submittals) stamped by a registered civil engineer licensed in the State of California: one (1) reproducible and two (2) blue-line prints/copies. The reproducible set will be returned to the Contractor for re-submittal revisions, if any. Make all re/submittals at least ten (10) working days prior to starting any work to provide time required for reviews, for securing necessary approvals, and for placing orders and securing delivery.

2. Deliver re/submittals to the Engineer. Each re/submittal package shall be accompanied by a letter of transmittal.

3. Identify the Project, Contractor, subcontractor(s), and major supplier(s). Identify pertinent Drawing sheets, detail numbers, and Specification Section numbers, as appropriate. Identify approved deviations from Contract Documents.
EXHIBIT "B"

Addendum No. 1
January 5, 2023

ADDENDUM NO. 1

North Inglewood Booster Pump #3 Replacement Project
CB-23-05

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 6 and 91 Bid Item #5, the description of bid item shall be changed to "Stainless Steel 316" from "C900 PVC (Class 200 DR14)" for the new column pipe. Also on Page 91, Bid Item #5 explanation shall be changed accordingly for "Stainless Steel 316". Please see the attached updated Page 6 and 91. Prospective bidders are asked to bid based on this.

2. On Page 6 Bid Item #6, per pre-bid job walk on 12/15/2022, Prospective bidders asked the Unit Price and Amount for the bid item to be set as a fixed price. After discussion among Water Treatment staff and City's engineer, the Unit Price and Amount for the Bid Item #6 shall be "$1,000.00". Please see the attached updated Page 6. Prospective bidders are asked to bid based on this.

3. On Page 91 Bid Item #4, the bid item explanation shall remove "/motor", and also the bid item explanation shall add "existing", whereas existing motor shall be used to startup the assemblies. No new motor will be required in this bid. Please see the attached updated Page 91. Prospective bidders are asked to bid based on this.

Please add this Addendum No. 1 to your bid proposal for acknowledging 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
**Bid Proposal**

"NORTH INGLEWOOD BOOSTER PUMP #3 REPLACEMENT PROJECT"

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:

To furnish all labor, materials, equipment, transportation, and services and to do all the work required for the "NORTH INGLEWOOD BOOSTER PUMP #3 REPLACEMENT PROJECT" 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>
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<tbody>
<tr>
<td>1</td>
<td>Mobilization and Demobilization including Business License &amp; Liability Insurance.</td>
<td>1</td>
<td>Lump Sum</td>
<td></td>
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</tr>
<tr>
<td>2</td>
<td>Traffic Control &amp; Devices and Site Security (temporary fence, etc.)</td>
<td>1</td>
<td>Lump Sum</td>
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<tr>
<td>3</td>
<td>Using crane to Remove &amp; Re-Install Motor, Column/Tube/Shaft, Discharge Manifold, &amp;</td>
<td>1</td>
<td>Lump Sum</td>
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<td></td>
<td>Pump assembly; plus storage &amp; protection.</td>
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<tr>
<td>4</td>
<td>Furnish and install new water-lube pump assembly with C.I. body, S.S. 316 impeller</td>
<td>1</td>
<td>Lump Sum</td>
<td></td>
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<td></td>
<td>and closed end (2600-gpm at 125-feet TDH) upon City Engineer approval.</td>
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<td>5</td>
<td>Furnish and install 12-inch Stainless Steel 316 Column Pipe Assembly (including SS416 shaft).</td>
<td>18</td>
<td>Linear Feet</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Repair &amp; Replace Wiring Onsite for NIB03 pump assembly.</td>
<td>1</td>
<td>Lump Sum</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>7</td>
<td>Miscellaneous, incidentals &amp; all other Works such as pump adjustment, other during</td>
<td>1</td>
<td>Lump Sum</td>
<td></td>
<td></td>
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<tr>
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<td>the startup, etc.; provide Final Report including as-built drawing, as indicated on</td>
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<td></td>
<td>the contract documents.</td>
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REPLACEMENT PROJECT by the City, Greenbook (plans & spec), AWWA, ASTM and OSHA standards.

**Bid Item No. 2: Traffic Control & Devices and Site Security (temporary fence, yellow tape, etc.).**

Bid Item No. 2 shall be made on a lump sum basis, which shall include all costs (all labor, materials & equipment) involved to perform traffic control with devices and implement all safety measures to ensure public safety at public right-of-way including sidewalk throughout the period of construction per City Engineers. Contractor shall install site security (temporary fence or yellow tape, etc.) and implement safekeeping measures for the Well 4 site particularly. It shall include any other incidentals required to complete the NORTH INGLEWOOD BOOSTER PUMP #3 REPLACEMENT PROJECT by the City, Greenbook (plans & spec), AWWA, ASTM and OSHA standards.

**Bid Item No. 3: Using crane to Remove & Re-Install Motor, Column/Tube/Shaft, Discharge Manifold, & Pump assembly; plus storage & protection.**

Bid Item No. 3 shall be made on a lump sum basis, which shall include all costs (all labor, materials & equipment) involved in using crane & manpower to remove of the entire existing pump motor assembly, column/tube/shaft, pump, and all existing assemblies. In addition, it shall properly protect existing motor. For removed pump assembly, contractor shall dispose them with proper handling and transport, and this includes the fee for all permits, EPA numbers, processing paperwork, packaging/handling of removed materials and any other incidentals required by the City and all the agencies to meet all regulations. It shall include any other incidentals required to complete the NORTH INGLEWOOD BOOSTER PUMP #3 REPLACEMENT PROJECT by the City, Greenbook (plans & spec), AWWA, ASTM and OSHA standards.

**Bid Item No. 4: Furnish and install new water-lube pump assembly with C.I. body, S.S. 316 impeller and closed end (2600-gpm at 125-feet TDH) upon City Engineer approval.**

Bid Item No. 4 shall be made on a lump sum basis, which shall include all costs (all labor, materials & equipment) involved to furnish and install a new City approved pump assembly with C.I. body, S.S. 316 impeller and closed end (2600-gpm at 125-feet TDH). It shall include the cost of shipping or pick-up the pump/motor assembly from the supplier or manufacturer anywhere within USA. It shall include the cost for start-up of the new pump and existing motor. It shall include any other incidentals required to complete the NORTH INGLEWOOD BOOSTER PUMP #3 REPLACEMENT PROJECT by the City, Greenbook (plans & spec), AWWA, ASTM and OSHA standards.

**Bid Item No. 5: Furnish and install 12-inch Stainless-Steel 316 Column Pipe Assembly (including SS416 shaft).**

Bid Item No. 5 shall be made on a linear feet basis, which shall include all costs (all labor, materials & equipment) involved to furnish and install 12-inch Stainless-Steel 316 Column Pipe Assembly (including S.S.416 shaft. It shall include the cost of shipping or pick-up the assembly from the supplier or manufacturer anywhere within USA. This is to replace existing pump column and its shaft. The initial assumed 18 linear feet column pipe and SS416 shaft will be needed, but the final pipe quantity in linear feet will be determined after pulling out the existing old pump assembly. It shall include any other incidentals required to complete the NORTH INGLEWOOD BOOSTER PUMP #3 REPLACEMENT PROJECT by the City, Greenbook (plans & spec), AWWA, ASTM and OSHA standards.

Request for Bid
BID NO. CB-23-05 - ADDENDUM 01
EXHIBIT “C”

12/15/2022 Pre-bid Job Walk Meeting Minutes and signed-in sheet
MEETING MINUTES

DATE: DECEMBER 15, 2022
TO: PROSPECTIVE CONTRACTORS
RE: NORTH INGLEWOOD BOOSTER PUMP #3 (NIB03) REPLACEMENT PROJECT – MEETING MINUTES (BID NO. CB-23-05)

☒ FOR YOUR INFO ☒ FOR YOUR REVIEW
☐ PER YOUR REQUEST ☐ FOR DISTRIBUTION

Date: December 15, 2022 10:00AM
Location: 625 Hargrave Street, Inglewood, CA 90302 (North Inglewood Park & Reservoir)

The project is federal government-funded project and “Buy-America” provision is required. And it is turn-key project, whereas City turns over the site to the awarded contractor, the contractor shall furnish & install the new pump per project spec & requirement. Once completed, Contractor shall turn over the site back to City for the final acceptance of project.

Five (5) attendees from five (5) companies, and three Inglewood Public Works Staff (PW Staff) signed in. Please see attached Sign-In Sheets for the project (Bid No. CB-23-05). Project handouts including Inglewood insurance requirements were passed out. Since the meeting was onsite, Public Works Staff (Staff) have shown the street & neighborhood and pump location inside the underground concrete room.

Bid Items Tables were distributed to the prospective bidders in the meeting. In the meeting, Bid items were discussed, and they are:

- During job walk, prospective bidders found the concrete pedestal for the NIB03 pump was cracked, and it was suggested to replace. A new bid item (#8) will be added. The size of concrete pedestal shall fit the pump assembly and discharge head. The concrete pedestal shall be: 1) in 22-inch outer-diameter, 2) 2 x #3 circular rebar come with 3000-psi concrete, 3) formwork, and tie & other incidentals to complete the concrete pedestal. Prospective bidders were asked to bid based on this.
- For Bid Item #6, the unit price shall be “$1,000” after discussion with Water Treatment Plant team. Prospective bidders were asked to bid based on this.
- Addendum #1 will be issued before 1/18/2023.
Any additional questions should be addressed to Thomas Lee at (310)412-5333 or email: tlee@cityofinglewood.org before 1/18/2023 12:00p.m. All proposal shall be submitted to City of Inglewood City Clerk’s Office at 1 West Manchester Blvd, 1st Floor, Inglewood CA 90301 before 1/25/2023 11:00a.m. Thank you.

Prepared by: Thomas Lee, PE, Project Manager, City of Inglewood

Note:
- Contractor must comply with State DIR prevailing wage and other federal requirements in the original bid document.
- The number of working days for the project is 60 working days.
- Contractor License “A”, “D21”, or “C57” is required for the project.
- Public Works Encroachment Permit can be issued with $0 fee. But awarded Contractor has to submit a Public Works permit application with insurance document to Thomas Lee for him to submit.
**Subject:** CB-23-05 North Inglewood Booster Pump #3 Replacement Project  
**Location:** 625 Hargrave Street, Inglewood, CA 90302  
**Date:** Thursday, December 15, 2022  
**Time:** 10:00 a.m.

<table>
<thead>
<tr>
<th>NO.</th>
<th>NAME</th>
<th>ORGANIZATION</th>
<th>POSITION</th>
<th>TELEPHONE &amp; FAX</th>
<th>EMAIL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Thomas C. Lee</td>
<td>City of Inglewood</td>
<td>Principal Engineer</td>
<td>(310)412-5333 / (310)412-5552fax</td>
<td><a href="mailto:tlee@cityofinglewood.org">tlee@cityofinglewood.org</a></td>
</tr>
<tr>
<td>2</td>
<td>Armando Aguilar</td>
<td>City of Inglewood</td>
<td>Water Operations Manager</td>
<td>(310)412-5472</td>
<td><a href="mailto:aaguilar@cityofinglewood.org">aaguilar@cityofinglewood.org</a></td>
</tr>
<tr>
<td>3</td>
<td>Ismael Perez</td>
<td>City of Inglewood</td>
<td>WTP Supervisor</td>
<td>(310)412-5472</td>
<td><a href="mailto:iperez@cityofinglewood.org">iperez@cityofinglewood.org</a></td>
</tr>
<tr>
<td>4</td>
<td>Ashton Hernandez</td>
<td>Powers Bros</td>
<td>Project Manager</td>
<td>(323) 728-2010</td>
<td><a href="mailto:Ashton@powersbros.com">Ashton@powersbros.com</a></td>
</tr>
<tr>
<td>5</td>
<td>Nadho Mehler</td>
<td>MMEG LLC</td>
<td>Supervisor</td>
<td>714-521-2022 / 714-521-2440</td>
<td><a href="mailto:Jay@aboutmmc.com">Jay@aboutmmc.com</a></td>
</tr>
<tr>
<td>6</td>
<td>Mike Luchak</td>
<td>AMTEK Construction</td>
<td>Manager</td>
<td>949-608-7111</td>
<td>McLuchak@amtekc onstruction.com</td>
</tr>
<tr>
<td>7</td>
<td>Ricky Trujillo</td>
<td>Layne</td>
<td>Accounts Manager</td>
<td>951-778-2909 / 951-778-32</td>
<td><a href="mailto:Ricky.trujillo@geise.com">Ricky.trujillo@geise.com</a></td>
</tr>
<tr>
<td>8</td>
<td>Frank Hobbs</td>
<td>Vicon</td>
<td>Project Manager</td>
<td>310-350-2716</td>
<td><a href="mailto:Floris@vicon.com">Floris@vicon.com</a></td>
</tr>
</tbody>
</table>
EXHIBIT “D”

FEDERALLY REQUIRED AND OTHER CONTRACT CLAUSES
EXHIBIT D
FEDERALLY REQUIRED AND OTHER CONTRACT CLAUSES

1. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The City of Inglewood and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City of Inglewood, Consultant or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. FALSE STATEMENTS OR CLAIMS – CIVIL OR CRIMINAL FRAUD

49 U.S.C. § 5323(l) (1)
31 U.S.C. §§ 3801-3812
18 U.S.C. § 1001
49 C.F.R. part 31

The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Consultant, to the extent the Federal Government deems appropriate. The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.
3. ACCESS TO THIRD PARTY CONTRACT RECORDS

49 U.S.C. § 5325(g)
2 C.F.R. § 200.333
49 C.F.R. part 633

A. Record Retention. The Consultant will retain, and will require its subcontractors of all
tiers to retain, complete and readily accessible records related in whole or in part to the
contract, including, but not limited to, data, documents, reports, statistics, sub-
agreements, leases, subcontracts, arrangements, other third party agreements of any
type, and supporting materials related to those records.

B. Retention Period. The Consultant agrees to comply with the record retention
requirements in accordance with 2 C.F.R. § 200.333. The Consultant shall maintain all
books, records, accounts and reports required under this Contract for a period of at not
less than three (3) years after the date of termination or expiration of this Contract, except
in the event of litigation or settlement of claims arising from the performance of this
Contract, in which case records shall be maintained until the disposition of all such
litigation, appeals, claims or exceptions related thereto.

C. Access to Records. The Consultant agrees to provide sufficient access to FTA and
its contractors to inspect and audit records and information related to performance of this
contract as reasonably may be required.

D. Access to the Sites of Performance. The Consultant agrees to permit FTA and its
contractors access to the sites of performance under this contract as reasonably may be
required.

4. CHANGES TO FEDERAL REQUIREMENTS

The Consultant shall at all times comply with all applicable FTA regulations, policies,
procedures and directives, as these regulations, policies, procedures, and directives may
be amended from time to time, including those listed directly or by reference in the Master
Agreement between the City of Inglewood and FTA. The Consultant’s failure to so
comply shall constitute a material breach of this Contract.

5. CIVIL RIGHTS (TITLE vi, ADA, EEO except Special DOL EEO clause for
construction projects.)

The Consultant is an Equal Opportunity Employer. As such, the Consultant agrees to
comply with all applicable Federal civil rights laws and implementing regulations. Apart
from inconsistent requirements imposed by Federal laws or regulations, the Consultant
agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any
Federal assistance awarded by FTA to support procurements using exclusionary or
discriminatory specifications. Under this Agreement, the Consultant shall at all times
comply with the following requirements and shall include these requirements in each
subcontract entered into as part thereof.

A. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the
Consultant agrees that it will not discriminate against any employee or applicant for
employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

C. Nondiscrimination – Title VI of the Civil Rights Act. The Consultant will:

(i) Prohibit discrimination based on race, color, or national origin,

(ii) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.; (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21; and (c) Federal transit law, specifically 49 U.S.C. § 5332; and

(iii) Follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance; (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3; and (c) All other applicable federal guidance that may be issued.


6. **DISADVANTAGED BUSINESS ENTERPRISES (DBEs)**

A. **Inglewood Transit Connector DBE Goals**

City intends to procure federal funding for the Inglewood Transit Connector Project ("Project"). As a potential recipient of federal funding, City will establish a DBE program and DBE program goals for the Project, and will be required to report on DBE participation each year so that its attainment efforts may be evaluated. The requirements for DBE participation and the DBE program are in addition to all other equal opportunity employment requirements of the Agreement. Consultant shall comply with the DBE goals that City establishes for the Project and this Agreement, if any. The DBE goal for this Agreement is 20%.

B. **Applicability Regardless of Use of Federal Funding**

Even if no federal funding will be used in this Agreement, the Consultant shall document use of DBEs in the performance of its work. Consultant represents and warrants that will meet or exceed the level of DBE participation required by the DBE goal for this Agreement.

C. **Post-Award Compliance Monitoring**

City will conduct post-award monitoring of Consultant’s compliance with the DBE provisions of the Agreement. For example, City may ask to review Consultant’s subcontracts to ensure that DBEs have done the work for which credit was claimed. Consultant shall cooperate with City requests for assistance with post-award monitoring. It shall be Consultant’s responsibility to maintain records sufficient to document, on an ongoing basis, DBE utilization, total value of expenditures with DBE firms for each quarter, the value of expenditures with each DBE firm for the quarter by race and gender, the total value of expenditures with DBE firms from inception of the Agreement, and the value of expenditures with each DBE firm from the inception of the Agreement by race and gender. Failure by the Consultant to cooperate may be considered a material breach of this Agreement, which may result in the termination of this Agreement, or such other remedy as City deems appropriate.

D. **Department of Transportation Funding Requirements**

To ensure compliance with requirements applicable to agreements funded in whole or in part by United States DOT funds the following requirements shall apply to this Agreement:

1. Consultant, and each of Consultant’s subcontractors, shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this Agreement.
2. Consultant, and each of Consultant’s subcontractors, shall carry out applicable requirements of 49 CFR part 26, and shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted sub agreements.

3. Failure by Consultant and any of its subcontractors to carry out the requirements of this Section 6.D is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the City deems appropriate, which may include but which are not limited to: withholding of monthly payments, assessment of sanctions, liquidated damages, and/or disqualifying Consultant from future work as non-responsible. 49 CFR 26.13(b).

4. Consultant shall only use, and City shall only accept the use of, DBEs that are certified through the California Unified Certification Program.

5. Consultant shall utilize the specific DBEs listed in this Agreement unless Consultant obtains City’s written consent. Unless City’s consent is provided, Consultant shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

E. Access to Records

City shall have access to necessary records to examine information as City deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contracts between Consultant and DBEs entered into during the life of the Agreement. The authorized representative(s) of City, the U.S. DOT, the Comptroller General of the United States, shall have the right to inspect and audit all data and records of Consultant relating to its performance under this Section 6.

provisions. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, as revised by Rev. 1, dated April 14, 2009, Rev. 2, dated July 1, 2010, Rev. 3, dated February 14, 2011, and Rev. 4, dated March 18, 2013, as may be amended, are hereby incorporated by reference. The Consultant shall comply with all applicable FTA regulations, policies, procedures and directives, including those listed directly in or referred to in the current FTA Master Agreement. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of FTA terms and conditions. Consultant will include these requirements in all subcontracts issued pursuant to this Agreement.

7. INCORPORATION OF FTA TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, as revised by Rev. 1, dated April 14, 2009,
Rev. 2, dated July 1, 2010, Rev. 3, dated February 14, 2011, and Rev. 4, dated March 18, 2013, as may be amended, are hereby incorporated by reference. The Consultant shall comply with all applicable FTA regulations, policies, procedures and directives, including those listed directly in or referred to in the current FTA Master Agreement. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of FTA terms and conditions. Consultant will include these requirements in all subcontracts issued pursuant to this Agreement.

8. DEBARMENT AND SUSPENSION

2 C.F.R. part 180
2 C.F.R. part 1200
2 C.F.R. § 200.213
2 C.F.R. part 200 Appendix II (I)
Executive Order 12549
Executive Order 12689

The Consultant shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Consultant shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

A. Debarred from participation in any federally assisted Award;
B. Suspended from participation in any federally assisted Award;
C. Proposed for debarment from participation in any federally assisted Award;
D. Declared ineligible to participate in any federally assisted Award;
E. Voluntarily excluded from participation in any federally assisted Award; or
F. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the City of Inglewood. If it is later determined by the City of Inglewood that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Inglewood, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part
1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. LOBBYING RESTRICTIONS

31 U.S.C. § 1352
2 C.F.R. § 200.450
2 C.F.R. part 200 appendix II (J)
49 C.F.R. part 20

Consultant certifies, to the best of its knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. Consultant shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

10. CLEAN AIR ACT AND CLEAN WATER ACT

42 U.S.C. §§ 7401 – 7671q
33 U.S.C. §§ 1251-1387
2 C.F.R. part 200, Appendix II (G)

The Clean Air and Federal Water Pollution Control Act requirements apply to each contract and subcontract exceeding $150,000.

The Consultant agrees:

A. It will not use any violating facilities;
B. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities";
C. It will report violations of use of prohibited facilities to FTA; and
D. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 - 7671q) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §§ 1251-1387).

11. FLY AMERICA

49 U.S.C. § 40118
41 C.F.R. part 301-10
48 C.F.R. part 47.4

A. Definitions. As used in this clause "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

B. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

C. If available, the Consultant, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

D. In the event that the Consultant selects a carrier other than a U.S.-flag air carrier for international air transportation, the Consultant shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

(End of statement)
E. The Consultant shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

12. ENERGY CONSERVATION

42 U.S.C. 6321 et seq.
49 C.F.R. part 622, subpart C

These requirements extend to all third party contractors/consultants and their contracts at every tier and sub recipients and their subcontracts at every tier.

Consultant agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

13. RECYCLED PRODUCTS

42 U.S.C. § 6962
40 C.F.R. part 247
2 C.F.R. part § 200.322

These requirements extend to all third party consultants and their contracts at every tier and sub recipients and their subcontracts at every tier where the value of an EPA designated item exceeds $10,000.

Consultant agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

14. ENVIRONMENTAL PROTECTIONS

A. General. The Consultant will comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance.

B. National Environmental Policy Act. An Award of federal assistance requires the full compliance with applicable environmental laws, regulations, and requirements. Accordingly, the Consultant will:

(i) Comply and facilitate compliance with federal laws, regulations, and requirements, including, but not limited to: (a) Federal transit laws, such as 49 U.S.C. § 5323(c)(2), and 23 U.S.C. § 139; (b) The National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321, et seq., as limited by 42 U.S.C. § 5159, and CEQ’s implementing regulations 40 CFR Part 1500 – 1508; (c) Joint FHWA and FTA regulations, “Environmental Impact and Related Procedures,” 23 CFR Part 771 and 49 CFR Part 622; (d) Executive Order No. 11514, as amended, “Protection and
Enhancement of Environmental Quality," March 5, 1970, 42 U.S.C. § 4321 note (35 Fed. Reg. 4247); and (e) Other federal environmental protection laws, regulations, and requirements applicable to the City of Inglewood or the Project.

(ii) Follow the federal guidance identified herein to the extent that the guidance is consistent with applicable authorizing legislation: (a) Joint FHWA and FTA final guidance, "Interim Guidance on MAP-21 Section 1319, Accelerated Decision-making in Environmental Reviews," January 14, 2013; (b) Joint FHWA and FTA final guidance, "SAFETEA-LU Environmental Review Process (Public Law 109-59)," 71 Fed. Reg. 66576, November 15, 2006; and (b) Other federal environmental guidance applicable to the Project.

C. Environmental Justice. The Consultant will promote environmental justice by following:


(ii) U.S. DOT Order 5610.2(a), "Department of Transportation Updated Environmental Justice Order," 77 Fed. Reg. 27534, May 10, 2012; and


D. Other Environmental Federal Laws. The Consultant will comply or facilitate compliance with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to "Protection of Wetlands," and Executive Order No. 11988, as amended, "Floodplain Management."


F. Historic Preservation. The Consultant will:

(i) Comply with U.S. DOT laws, including 49 U.S.C. § 303 (often referred to as "section 4(f)"), which requires certain findings be made before an Award may be undertaken if it involves the use of any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places.
(ii) Encourage compliance with the federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 54 U.S.C. § 306108.


(v) Comply with federal requirements and follow federal guidance to avoid or mitigate adverse effects on historic properties.


15. FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

A. Transactions Prohibited. The Consultant must certify that it:

(i) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

B. If the Consultant cannot so certify, the City of Inglewood agrees to refer the matter to FTA and not to enter into any contract with the Consultant without FTA’s written approval.

C. Flow-Down. The Consultant shall flow this requirement down to participants at all lower tiers, without regard to the value of any sub agreement.

16. NOTIFICATION TO FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Consultant must notify the City of Inglewood, who will promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the City of Inglewood is located. The Consultant must include a similar notification requirement in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

A. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
B. Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

C. Additional Notice to U.S. DOT Inspector General. The Consultant must notify the City of Inglewood, who will promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the City of Inglewood is located, if the Consultant has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to any agreement between the City of Inglewood and FTA. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Consultant. In this paragraph, “promptly” means to refer information without delay and without change.

SAFE OPERATION OF MOTOR VEHICLES

23 U.S.C. part 402
Executive Order No. 13043
Executive Order No. 13513
U.S. DOT Order No. 3902.10

The Safe Operation of Motor Vehicles requirements flow down to all third party contractors/consultants at every tier.

Seat Belt Use

The Consultant is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Consultant or City of Inglewood.

Distracted Driving

The Consultant agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

18. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
A. Pursuant to section 889 of the National Defense Authorization Act of 2019 (H.R. 5515 at pp. 282-284; Pub. L. 115-232) (NDAA), and as promulgated at 2 C.F.R. § 200.216, the Service Provider shall not procure or obtain the Covered Equipment and Services in the performance of this Contract.

B. Covered Equipment and Services is defined to include any telecommunication or video surveillance equipment, systems, or services produced or provided by any of the following entities, or any subsidiary or affiliate of the following entities:

(i) Huawei Technologies Company;

(ii) ZTE Corporation;

(iii) Hytera Communications Corporation;

(iv) Hangzhou Hikivision Digital Technology Company;

(v) Dahua Technology Company; or

(vi) Any entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

C. The burden of proof for the origin or place of production of telecommunications or video surveillance equipment, systems, or services is the responsibility of the Service Provider.

D. Prior to the use of any telecommunication or video surveillance equipment, systems, or services pursuant to this Contract, the Service Provider shall furnish a certification to the LA DOTD's Project Manager stating that the telecommunication or video surveillance equipment, systems, or services are not Covered Equipment and Services pursuant to this Section 19.09, 2 C.F.R. § 200.216, and the NDAA

19. SENSITIVE SECURITY INFORMATION

The Consultant must protect, and take measures to ensure that its subcontractors at each tier protect, "sensitive security information" made available during the administration of this Contract or subcontract to ensure compliance with 49 U.S.C. Section 40119(b) and implementing U.S. DOT regulations, “Protection of Sensitive Security Information,” 49 CFR Part 15, and with 49 U.S.C. Section 114(r) and implementing Department of Homeland Security regulations, “Protection of Sensitive Security Information,” 49 CFR Part 1520.

20. FLOOD INSURANCE

The Consultant agree to comply with flood insurance laws and guidance as follows:
A. It will have flood insurance as required by the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), for any building located in a special flood hazard area (100-year flood zone), before accessing federal assistance to acquire, construct, reconstruct, repair, or improve that building.

B. Each such building and its contents will be covered by flood insurance in an amount at least equal to the federal investment (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, 42 U.S.C. § 4001, et seq., whichever is less.

C. It will follow FTA guidance, except to the extent FTA determines otherwise in writing.

21. RETENTION AND PROMPT PAYMENT

A. Payment of Subcontractors

Consultant shall pay its subcontractors within 10 calendar days from receipt of each payment made to the Contractor by City. The 10 calendar days is applicable unless a longer period is agreed in writing. Any delay or postponement of payment over 30 calendar days may take place only for good cause and with the prior written approval of City.

B. Retention of Funds.

No standard retention will be withheld by City from payments due to Consultant. Any retainage withheld by Consultant or subcontractors from progress payments due subcontractors shall be promptly paid in full to subcontractors within 10 days after the subcontractor’s work is satisfactorily completed. Federal Regulation 49 CFR 26.29 requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the prior written approval of City. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Consultant or subcontractor for deficient subcontractor performance or noncompliance by a subcontractor. This Section applies to both DBE and non-DBE subcontractors.
EXHIBIT “E”

Original Bid document and drawings
Bid NO. CB-23-05

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

Bidder’s Proposal
MMC, Inc.  $14,000.00
CITY OF INGLEWOOD, CALIFORNIA

REQUEST FOR BID (BID)

BID NO. CB-23-05

North Inglewood Booster Pump #3 Replacement Project
(ARPA Federal-Funded Project)

PRE-BID MANDATORY JOB WALK:
Thursday, December 15, 2022 10:00 a.m.
At address: 625 Hargrave Street, Inglewood, CA 90302
Near the intersection of Hargrave Street & Wexham Way

PROPOSALS DUE:
Wednesday, January 25, 2023, no later than 11:00 a.m.
At City of Inglewood City’s Clerk Office
1 West Manchester Blvd., First Floor, Inglewood, CA 90301

Contact Person during Bid Period:
Thomas Lee, Principal Engineer-Water Resources
(310) 412-5333
Instruction to Bidders
Before submitting your bid, have you properly completed the following?

Bids
a) Have you responded to the scope of work? ✔
b) Is the bid properly signed and dated? ✔
c) Have you submitted all requirements including Bid Bond in the bid? ✔

Contract Compliance
a) Have you completed the non-collusion declaration? ✔
b) Is the non-collusion declaration properly signed by a Company Officer? ✔
c) Have you examined and do you understand the requirements and submittals to be furnished for the project?

Business Certificate
a) Are you aware of Section 3 of the General Provisions entitled Inglewood Business Tax Certificate? ✔

Insurance
a) Commercial General Liability ✔
b) Automobile Liability ✔
c) Professional Liability or Errors and Omissions ✔
d) Workers’ Compensation and Employer’s Liability ✔

Department of Industrial Relations (DIR)
a) Registered (including any sub-contractors) with the DIR ✔
   Note: it’s required for any construction-related service, but it’s not required for study related service.

STATE/FEDERAL REQUIREMENTS
a) Disadvantaged Business Enterprise (DBE) and other requirements ✔
Bid Proposal

"NORTH INGLEWOOD BOOSTER PUMP #3 REPLACEMENT PROJECT"

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:

To furnish all labor, materials, equipment, transportation, and services and to do all the work required for the "NORTH INGLEWOOD BOOSTER PUMP #3 REPLACEMENT PROJECT" 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>7,000</td>
<td>7,000</td>
</tr>
<tr>
<td>2</td>
<td>Traffic Control &amp; Devices and Site Security (temporary fence, etc.)</td>
<td>1</td>
<td>Lump Sum</td>
<td>2,000</td>
<td>2,000</td>
</tr>
<tr>
<td>3</td>
<td>Using crane to Remove &amp; Re-Install Motor, Column/Tube/Shafl, Discharge Manifold, &amp; Pump assembly; plus storage &amp; protection.</td>
<td>1</td>
<td>Lump Sum</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>4</td>
<td>Furnish and install new water-lube pump assembly with C.I. body, S.S. 316 impeller and closed end (2600-gpm at 125-feet TDH) upon City Engineer approval.</td>
<td>1</td>
<td>Lump Sum</td>
<td>30,000</td>
<td>30,000</td>
</tr>
<tr>
<td>5</td>
<td>Furnish and install 12-inch Stainless Steel 316 (Schedule 40 and Pressure Class 300) Column Pipe Assembly (including SS416 shaft).</td>
<td>18</td>
<td>Linear Feet</td>
<td>20,000</td>
<td>20,000</td>
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<tr>
<td>6</td>
<td>Repair &amp; Replace Wiring Onsite for NIB03 pump assembly.</td>
<td>1</td>
<td>Lump Sum</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>7</td>
<td>Miscellaneous, incidentals &amp; all other Works such as pump adjustment, other during the startup, etc.; provide Final Report including as-built drawing, as indicated on the contract documents.</td>
<td>1</td>
<td>Lump Sum</td>
<td>4,000</td>
<td>4,000</td>
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</tbody>
</table>
This bid is based upon completing the work within one hundred eighty (60) 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 “D21” Machinery & Pumps Contractor License or Class “C57” Water Well Drilling Contractor License 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 I 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 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

Request for Bid 7 OF 106
BID NO. CB-23-05 -- ADDENDUM 02 NIB03 Pump Replacement Project
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.

Request for Bid
BID NO. CB 23 05
8 OF 106
NIB03 Pump Replacement Project
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.*

Mehta Mechanical Company Inc. DBA MMC Inc.

Company’s Legal Name

5901 Fresca Dr. La Palma, CA 90623 (714) 521-2022

Street Address of Company City State Zip code Phone number

President

Authorized Signature Title Date

Jagat S. Mehta

Type or Print Authorized Person’s Name

A, B, C-11, C-61/D-21 HAZ CA 573635-07/31/2024

Contractor License Type State Number & Expiration

NIB03 Pump Replacement Project
Bid Bond  BID NO. CB-23-05, North Inglewood Booster
Project Name: Pump #3 Replacement Project  Bond Number: N/A

KNOW ALL MEN BY THESE PRESENTS: THAT we, Mehta Mechanical Company, Inc. dba MMC, 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 10% of Total Bid Amount 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 January 25, 2023 for the City of Inglewood procurement commonly referred to as:

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 17th day of January, 2023, the name and corporate seal of each corporate party being hereof affixed and these presents duly assigned by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Principal  Mehta Mechanical Company, Inc. dba MMC, Inc

By:  [Signature]  Title:  PRESIDENT

SURETY: Old Republic Surety Company

By:  [Signature]  Attorney-in-Fact  Enrico George, Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Request for Bid  BID NO. CB-23-05  10 OF 106  NIB03 Pump Replacement Project
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 JAN 17 2023 before me, Christine Hoang, Notary Public, 

personally appeared Emilie George

Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Signer's Name:

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

Signer is Representing:

RIGHT THUMBNPRINT OF SIGNER
Top of thumb here

RIGHT THUMBNPRINT OF SIGNER
Top of thumb here
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: JAMES W. MOILANEN, YUNG T. MULICK, IRENE LUONG, EMILIE GEORGE, P. AUSTIN NEFF, CHRISTINE HOANG,
DANIELLE HANSON of MISSION VIEJO, 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 depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note 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 23rd day of November 2022

OLD REPUBLIC SURETY COMPANY

State of Wisconsin, County of Waukesha SS

On this 23rd day of November 2022 personally came before me, Alan Pavlic

and Karen J Haflner, 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.

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.

My Commission Expires: September 28, 2026

Expiration of notary's commission does not invalidate this instrument

74-9092

Signed and sealed at the City of Brookfield, WI this 17th day of January 2023.

BOND EXCHANGE
### 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>
</tr>
</thead>
<tbody>
<tr>
<td>Name: <strong>Big Bee Electric</strong></td>
<td>Partial</td>
<td>2,500**</td>
<td>3.5%</td>
<td>972582</td>
<td>N</td>
<td>N</td>
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<td>City, State: <strong>Big Bear, CA</strong></td>
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</tbody>
</table>

* DBE information not required for locally-funded, state-funded, and U.S. Housing and Urban Development / Community Development Block Grant (CDBG)-funded projects.
**References - please provide Reference(s) on similar type of work:**

1. **Organization/Agency** | **Contact Person** | **Phone**  
   ____________________________________________________________  
   Type of work performed  
   ____________________________________________________________  
   Contract amount | Date completed  
   ____________________________________________________________  

2. **Organization/Agency** | **Contact Person** | **Phone**  
   ____________________________________________________________  
   Type of work performed  
   ____________________________________________________________  
   Contract amount | Date completed  
   ____________________________________________________________  

3. **Organization/Agency** | **Contact Person** | **Phone**  
   ____________________________________________________________  
   Type of work performed  
   ____________________________________________________________  
   Contract amount | Date completed  
   ____________________________________________________________  

4. **Organization/Agency** | **Contact Person** | **Phone**  
   ____________________________________________________________  
   Type of work performed  
   ____________________________________________________________  
   Contract amount | Date completed  
   ____________________________________________________________

*PLEASE SEE REFER TO "PROJECTS COMPLETED" LIST*
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):

MMC 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: Jagat S. Mehta

Printed Name: Jagat S. Mehta

Position/Title: President

Date of Execution: 01/25/23
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 ☑ 

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 of MMC 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 01/25/23 [date], at La Palma [city], CA [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
THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THIS CERTIFICATION, WHICH IS A PART OF THIS PROPOSAL.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The [ ] bidder / [ ] proposed subcontractor hereby certifies that he / has / [ ] has not participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.
(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THIS CERTIFICATION, WHICH IS A PART OF THIS PROPOSAL.)

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the Bidder □ has / □ has not been convicted within the preceding three (3) years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The Bidder must place a checkmark before "has" or "has not" in one of the check boxes provided.

Public Contract Code Section 10162 Questionnaire

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

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

[ ] Yes  [ ] No

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

MMC Inc. was de-barred by the Department of Industrial Relations, Labor Standards Enforcement in the year 2022 for a period of three (3) years from 2002 to 2005 due to non-compliance of prevailing wages
Project: Final Sedimentation Basin Pipe Replacement
Owner: City of Los Angeles

Public Contract Code Section 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.
(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THIS CERTIFICATION, WHICH IS A PART OF THIS PROPOSAL.)

DEBARMENT AND SUSPENSION CERTIFICATION
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.
(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THIS CERTIFICATION, WHICH IS A PART OF THIS PROPOSAL.)

NONLOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.
## DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<table>
<thead>
<tr>
<th>1. Type of Federal Action:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. contract</td>
</tr>
<tr>
<td>b. grant</td>
</tr>
<tr>
<td>c. cooperative agreement</td>
</tr>
<tr>
<td>d. loan</td>
</tr>
<tr>
<td>e. loan guarantees</td>
</tr>
<tr>
<td>f. loan insurance</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Status of Federal Action:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. bid/or offer/application</td>
</tr>
<tr>
<td>b. initial award</td>
</tr>
<tr>
<td>c. post-award</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Report Type:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. initial</td>
</tr>
<tr>
<td>b. material change</td>
</tr>
</tbody>
</table>

**For Material Change Only:**
- year ______
- quarter ______
- date of last report ______

<table>
<thead>
<tr>
<th>4. Name and Address of Reporting Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prime</td>
</tr>
<tr>
<td>Subawardee</td>
</tr>
<tr>
<td>Tier ______, if known</td>
</tr>
</tbody>
</table>

| Congressional District, if known: |

| 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: |

| Congressional District, if known: |

| 6. Federal Department/Agency: |

| 7. Federal Program Name/Description: |
| CFDA Number, if applicable |

| 8. Federal Action Number, if known: |

| 9. Award Amount, if known: |
| $ |

| 10. a. Name and Address of Lobbying Registrant (If individual, last name, first name, Mf): |
| (attach Continuation Sheet(s) if necessary) |

| b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, Mf): |

| 11. Amount of Payment (check all that apply) |
| $ |
| Actual          |
| Planned         |

| 12. Form of Payment (check all that apply): |
| a. cash           |
| b. in-kind, specify: nature             |

Value

| 13. Type of Payment (check all that apply): |
| a. retainer                         |
| b. one-time fee                     |
| c. commission                       |
| d. contingent fee                   |
| e. deferred                         |
| f. other, specify                   |

| 14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: |

(attach Continuation Sheet(s) if necessary)

| 15. Continuation Sheet(s) attached: |
| Yes          |
| No           |

| 16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the filing above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. |

| Signature: |
| Print Name: |
| Title:     |
| Telephone No.: |

Authorized for Local Reproduction
Standard Form – LLL

F-28

January 2019
INSTRUCTIONS FOR COMPLETION OF SF-LLL, 
DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of the report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subawardee recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, sub-grants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known (e.g., Department of Transportation, United States Coast Guard).
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP), number, Invitation for Bid (IFB) number, grant announcement number, the contract or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
   (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet is attached.
16. The certifying official shall sign and date the form, print his/her name and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

January 2019

F-29
## EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

<table>
<thead>
<tr>
<th>1. Local Agency:</th>
<th>City of Inglewood</th>
<th>2. Contract DBE Goal:</th>
<th>1%</th>
</tr>
</thead>
<tbody>
<tr>
<td>3. Project Description:</td>
<td>North Inglewood Booster Pump #3 Replacement Project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Project Location:</td>
<td>625 Hargrave St, Inglewood, CA 90302</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Bidder’s Name:</td>
<td>MMC Inc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Prime Certified DBE:</td>
<td>Q</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Bid Amount:</td>
<td>$74,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Total Dollar Amount for ALL Subcontractors:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Total Number of ALL Subcontractors:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Bid Item Number</td>
<td></td>
<td>11. Description of Work, Service, or Materials Supplied</td>
<td></td>
</tr>
<tr>
<td>All</td>
<td>All work</td>
<td>20254112</td>
<td>MMC Inc</td>
</tr>
<tr>
<td>14. DBE Dollar Amount</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Local Agency to Complete this Section

| 21. Local Agency Contract Number: | |
| 22. Federal-Aid Project Number: | |
| 23. Bid Opening Date: | |
| 24. Contract Award Date: | |

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

<table>
<thead>
<tr>
<th>25. Local Agency Representative’s Signature</th>
<th>26. Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>T. Mehta</td>
<td></td>
</tr>
<tr>
<td>27. Local Agency Representative’s Name</td>
<td>28. Phone</td>
</tr>
<tr>
<td>T. Mehta</td>
<td></td>
</tr>
<tr>
<td>29. Local Agency Representative’s Title</td>
<td></td>
</tr>
<tr>
<td>President</td>
<td></td>
</tr>
</tbody>
</table>

### 15. TOTAL CLAIMED DBE PARTICIPATION

$74,000 100%

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the “Subcontractor List” submitted with your bid. Written confirmation of each listed DBE is required.

<table>
<thead>
<tr>
<th>16. Preparer’s Signature</th>
<th>17. Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>T. Mehta</td>
<td>714-521-2022</td>
</tr>
<tr>
<td>18. Preparer’s Name</td>
<td>19. Phone</td>
</tr>
<tr>
<td>T. Mehta</td>
<td></td>
</tr>
<tr>
<td>20. Preparer’s Title</td>
<td></td>
</tr>
</tbody>
</table>

### 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) 654-6410 or TDD (916) 654-3840 or write Records and Forms Management, 1120 N Street, MS-80, Sacramento, CA 95814.
INSTRUCTIONS -- CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

1. Local Agency - Enter the name of the local or regional agency that is funding the contract.
2. Contract DBE Goal - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. Project Location - Enter the project location as it appears on the project advertisement.
4. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
5. Bidder's Name - Enter the contractor's firm name.
6. Prime Certified DBE - Check box if prime contractor is a certified DBE.
7. Bid Amount - Enter the total contract bid dollar amount for the prime contractor.
8. Total Dollar Amount for ALL Subcontractors - Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. Total number of ALL subcontractors - Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
10. Bid Item Number - Enter bid item number for work, services, or materials supplied to be provided.
11. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
12. DBE Certification Number - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
13. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
14. DBE Dollar Amount - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
15. Total Claimed DBE Participation - $: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
16. Preparer's Signature - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
17. Date - Enter the date the DBE commitment form is signed by the contractor's preparer.
18. Preparer's Name - Enter the name of the person preparing and signing the contractor's DBE commitment form.
19. Phone - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
20. Preparer's Title - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

21. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
22. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
23. Bid Opening Date - Enter the date contract bids were opened.
24. Contract Award Date - Enter the date the contract was executed.
25. Local Agency Representative's Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
26. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.
27. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
28. Phone - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
29. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.
EXHIBIT 15-H PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Federal-aid Project No(s). N/A Cost Proposal Due Date PE/CE
Bid Opening Date CON

The City of Inglewood established a Disadvantaged Business Enterprise (DBE) goal of 1% for this project. The information provided herein shows that a good faith effort was made.

Proposers or bidders submit the following information to document adequate good faith efforts within five (5) business days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitment or Exhibit 15-G: Construction Contract DBE Commitment indicates that the proposer or bidder has met the DBE goal. This form protects the proposer’s or bidder’s eligibility for award of the contract if the administering agency determines that the proposer or bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions (please attach additional sheets as needed):

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

<table>
<thead>
<tr>
<th>Publications</th>
<th>Dates of Advertisement</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

<table>
<thead>
<tr>
<th>Names of DBEs Solicited</th>
<th>Date of Initial Solicitation</th>
<th>Follow Up Methods and Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
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</tbody>
</table>

DBE Certification for MMC Inc. F-32 attached.

January 2020
C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

<table>
<thead>
<tr>
<th>Items of Work</th>
<th>Proposer or Bidder Normally Performs Item (Y/N)</th>
<th>Breakdown of Items</th>
<th>Amount ($)</th>
<th>Percentage of Contract</th>
</tr>
</thead>
<tbody>
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</table>

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses, and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses, and phone numbers of firms selected for the work above:

E. Efforts (e.g., in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

Names, addresses, and phone numbers of firms assisted and the materials provided to DBEs:
F. Efforts (e.g., in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

<table>
<thead>
<tr>
<th>Name of Agency/Organization</th>
<th>Method/Date of Contact</th>
<th>Results</th>
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<tbody>
<tr>
<td></td>
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</table>

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

<table>
<thead>
<tr>
<th>Name of Agency/Organization</th>
<th>Method/Date of Contact</th>
<th>Results</th>
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</thead>
<tbody>
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</tbody>
</table>

H. Any additional data to support a demonstration of good faith efforts:
Certification: View

**Vendor Information**

- **BUSINESS NAME**: Mehta Mechanical Co., Inc. dba MMC Inc.
- **SYSTEM VENDOR NUMBER**: 20254112
- **PRIMARY OWNER'S NAME**: MR. JAGAT MEHTA
- **ETHNIC GROUP**: Subcontinent Asian American
- **GENDER**: Male

**Certification Information**

- **CERTIFYING AGENCY**: Los Angeles County Metropolitan Transportation Authority
- **CERTIFICATION TYPE**: DBE - Disadvantaged Business Enterprise
- **EFFECTIVE DATE**: 6/4/2018
- **RENEWAL DATE**: 6/30/2023

**Contact Information**

- **MAIN COMPANY EMAIL**: jay@aboutmmc.com
- **MAIN PHONE**: 714-521-2022
- **MAIN FAX**: 714-521-2440
- **MAIN COMPANY WEBSITE**: http://www.aboutmmc.com

**Addresses**

- **PHYSICAL ADDRESS**: 5901 Fresca Drive
  LA PALMA, CA 90623 [map]
- **MAILING ADDRESS**: 5901 Fresca Drive
  LA PALMA, CA 90623 [map]

**Business Capabilities**
<table>
<thead>
<tr>
<th>BUSINESS CERTIFIED FOR</th>
<th>General construction and machine shop</th>
</tr>
</thead>
<tbody>
<tr>
<td>FULL DESCRIPTION OF</td>
<td></td>
</tr>
<tr>
<td>CAPABILITIES/PRODUCTS</td>
<td></td>
</tr>
<tr>
<td>COMMODITY CODES</td>
<td></td>
</tr>
<tr>
<td>NAICS 221310</td>
<td>Water Supply and Irrigation Systems (More)</td>
</tr>
<tr>
<td>NAICS 237110</td>
<td>Water and Sewer Line and Related Structures Construction (More)</td>
</tr>
<tr>
<td>NAICS 237990</td>
<td>Other Heavy and Civil Engineering Construction (More)</td>
</tr>
</tbody>
</table>

**Owner Ethnicity and Gender**

<table>
<thead>
<tr>
<th>ETHNIC GROUP</th>
<th>Subcontinent Asian American</th>
</tr>
</thead>
<tbody>
<tr>
<td>GENDER</td>
<td>Male</td>
</tr>
</tbody>
</table>

**Location and Work Districts/Regions**

<table>
<thead>
<tr>
<th>COUNTY</th>
<th>Orange (CA)</th>
</tr>
</thead>
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<tr>
<td>STATEWIDE WORK AREA</td>
<td>No</td>
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<tr>
<td>WORK DISTRICTS/REGIONS</td>
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**Additional Information**

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<tr>
<th>GROSS RECEIPTS CATEGORY</th>
<th>Category 4: $5,000,001 - $10,000,000</th>
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<tr>
<td>CUCP PUBLIC DIRECTORY</td>
<td>41288</td>
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Certification List
<table>
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<tr>
<th>Owner</th>
<th>Architect/Engineer</th>
<th>Project Manager</th>
<th>Project Name</th>
<th>Project Location</th>
<th>Contract Amount</th>
<th>Date of Completion</th>
<th>Description of work</th>
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</thead>
<tbody>
<tr>
<td>Los Angeles Sanitation (LASAN) 1149 S. Broadway 9th Floor, Los Angeles, CA 90015</td>
<td>Levi Walder 760-760-3683 <a href="mailto:L.Walder@Grovynex.com">L.Walder@Grovynex.com</a></td>
<td></td>
<td>Temescal Canyon Park Stormwater BMP Optimization</td>
<td>219 Temescal Canyon Rd Pacific Palisades, CA, 90272</td>
<td>$396,000</td>
<td>Oct’22</td>
<td>Replacement of Storm drain, 30” Storm gate, replacing the pump and electrical work</td>
</tr>
<tr>
<td>City of Huntington Beach 2600 Main St. Huntington Beach, CA 714-536-5431</td>
<td>John Martin 714-375-3011 <a href="mailto:John.marting@surfcity-hb.org">John.marting@surfcity-hb.org</a></td>
<td></td>
<td>Saybrook Sewer Lift Station</td>
<td>Huntington Beach, CA</td>
<td>$3,684,400</td>
<td>Sep’22</td>
<td>Sewer lift station, piping, manholes, valves, vaults</td>
</tr>
<tr>
<td>City of Huntington Beach 2600 Main St. Huntington Beach, CA 92648 714-536-5431</td>
<td>Andrew Ferrigno 714-536-5291 <a href="mailto:aferrigno@surfcity-hb.org">aferrigno@surfcity-hb.org</a></td>
<td></td>
<td>Slater Sewer Lift Station Project CC #1561</td>
<td>Huntington Beach, CA</td>
<td>$4,290,554</td>
<td>June’22</td>
<td>Sewer lift station, piping, manholes, valves, vaults</td>
</tr>
<tr>
<td>Metropolitan Water District of So.Ca. 700 N. Alameda St. Los Angeles, CA 90012 213-217-5000</td>
<td>John F. Vrastovich 213-217-6000 Damien Ramo 313-215-4866</td>
<td></td>
<td>F.E. Weymouth Water Treatment Plant</td>
<td>La Verne, CA</td>
<td>$2,994,000</td>
<td>Jan’22</td>
<td>Const. of concrete bldg. and instrumentation on tie-ins and utility tie-ins</td>
</tr>
<tr>
<td>Los Angeles County Dept. of Public Works 900 S. Fremont Ave. Alhambra, CA 91803 626-458-2189</td>
<td>Fred Gajain 626-300-2334 <a href="mailto:fgajain@dwp.lacity.gov">fgajain@dwp.lacity.gov</a></td>
<td></td>
<td>Former Cogen Landfill Gas Extraction System</td>
<td>Los Angeles, CA</td>
<td>$1,830,000</td>
<td>Dec’21</td>
<td>Const. of gas wells and treatment plant</td>
</tr>
<tr>
<td>OCSD 10844 Ellis Ave. Fountain Valley, CA 92708 714-963-3411</td>
<td>Vince Oceguera <a href="mailto:vinceoc@ocsd.gov">vinceoc@ocsd.gov</a> 714-961-2627</td>
<td></td>
<td>Trickling Filter Sludge Pump Room Exhaust Fan Relocation at Plant No. 2</td>
<td>Huntington Beach, CA</td>
<td>$184,000</td>
<td>Dec’21</td>
<td>Demo exhaust fans, air ducts, cont. install new exhaust fans.</td>
</tr>
<tr>
<td>OCSD 10844 Ellis Ave. Fountain Valley, CA</td>
<td>Robbie A. Coronel <a href="mailto:rcoronel@ocsd.com">rcoronel@ocsd.com</a> 714-593-7083</td>
<td></td>
<td>Safety Improvements program</td>
<td>Fountain Valley, CA</td>
<td>$469,000</td>
<td>Sept.’21</td>
<td>Installation of exhaust &amp; supply fan, installation &amp;</td>
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### Projects Completed

**MMC INC.**

A General Contractor

<table>
<thead>
<tr>
<th>Location</th>
<th>Name</th>
<th>Phone</th>
<th>Email</th>
<th>Description</th>
<th>Location</th>
<th>Amount</th>
<th>Date</th>
<th>Notes</th>
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</thead>
<tbody>
<tr>
<td>OCSD 10844 Ellis Ave. Fountain Valley, CA 92708</td>
<td>Darius Gahi</td>
<td>714-593-7586</td>
<td><a href="mailto:dagahi@svcsd.com">dagahi@svcsd.com</a></td>
<td>Rehabilitation of twenty four (24) Rectangular Clarifiers</td>
<td>Fountain Valley, CA</td>
<td>$1,998,000</td>
<td>May ’20</td>
<td>24 Clarifiers Sludge Collection, equipment replacement, chain gears etc.</td>
</tr>
<tr>
<td>Metropolitan Water District of Southern CA 700 N. Alameda St. Los Angeles, CA 90012 213-217-6000</td>
<td>Robert Myers</td>
<td>909-322-8516</td>
<td><a href="mailto:rmymyrd@gmail.com">rmymyrd@gmail.com</a></td>
<td>Installation of Yorba Linda Generator Enclosure</td>
<td>Yorba Linda, CA</td>
<td>$475,000</td>
<td>May ’20</td>
<td>Installation of generator enclosure.</td>
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<tr>
<td>City of Huntington Beach 200 Main St. Huntington Beach, CA 92648 714-556-5431</td>
<td>Andrew Ferrigno</td>
<td>714-536-5391</td>
<td><a href="mailto:aferrigno@auraflytech.com">aferrigno@auraflytech.com</a></td>
<td>Edgewater Sewer Lift Station</td>
<td>Huntington Beach, CA</td>
<td>$4,315,771</td>
<td>May ’20</td>
<td>Const. of sewer lift station, de-watering, underground pump structure.</td>
</tr>
<tr>
<td>City of Los Angeles (Owner) Ford E.C. (Frisco) 10550 Wilshire Blvd. #380 Los Angeles, CA 90024 310-476-7999</td>
<td>Arash Daghghian</td>
<td>310-864-9112</td>
<td><a href="mailto:arash@fordinc.com">arash@fordinc.com</a></td>
<td>LAFD Van Nuys, Fire Station No. 39</td>
<td>Van Nuys, CA</td>
<td>$349,452</td>
<td>May ’20</td>
<td>Underground utilities, storm drain retention tank.</td>
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<tr>
<td>Orange County Sanitation District 10844 Ellis Ave. Fountain Valley, CA 92708 714-582-2411</td>
<td>Matthew Perry</td>
<td>714-593-7184</td>
<td><a href="mailto:mperry@socd.org">mperry@socd.org</a></td>
<td>Fuel Cell and Boiler Facilities Demolition</td>
<td>Fountain Valley, CA</td>
<td>$474,000</td>
<td>June ’20</td>
<td>Demolition of plant.</td>
</tr>
<tr>
<td>City of Redondo Beach 415 Diamond St. Redondo Beach, CA</td>
<td>Sails Potokuuchi</td>
<td>310-318-4661</td>
<td><a href="mailto:sails.potokuuchi@redondobch.com">sails.potokuuchi@redondobch.com</a></td>
<td>Ridge Sanitary Sewer Pump Station Project</td>
<td>Redondo Beach, CA</td>
<td>$2,194,256</td>
<td>June ’20</td>
<td>Const. of sewer lift station, de-watering, underground pump structure.</td>
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<tr>
<td>Project</td>
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<tr>
<td>LACDPW 900 S. Fremont Ave. Alhambra, CA 91803 626-450-2180</td>
<td>Victoria Monti</td>
<td>Pitchers Laundry Water Tanks Replacement Castele, CA $2,002,767 July 8, 2020 Upgrade laundry bidg., electrical, plumbing, install water softening system</td>
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<tr>
<td>LACDPW 900 S. Fremont Ave. Alhambra, CA 91803 626-450-2180</td>
<td>Alioune Dioum</td>
<td>Fire Camp 13 Life Safety Improvements Malibu, CA $2,617,951 01/30/2020 Coast: 500 liner at 5&quot; domestic water line, modification of waste water treatment</td>
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<tr>
<td>LACSD 1955 Workman Mill Rd. Whittier, CA 90607 562-699-7411 State of CA Dept. of General Services 707 Third St. Sacramento, CA</td>
<td>Rommel Garcia</td>
<td>Joint Water Pollution Control Plant Energy Facility Carson, CA $494,450 01/23/2019 Replace diesel fuel line, install fire sprinkler system</td>
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<tr>
<td></td>
<td>Redd Borgomo 916-776-4975 <a href="mailto:redd.borgomo@ca.gov">redd.borgomo@ca.gov</a></td>
<td>Boiler Nox Retrofit Costa Mesa, CA $1,100,555 Aug'18 Retrofit of boiler nox system</td>
<td></td>
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<tr>
<td>City of Santa Paula 570 Ventura St. Santa Paula, CA 93061 805-525-4478</td>
<td>John L. Hadas, P.E. 805-933-4612 ext. 307 <a href="mailto:jlitas@cityofsp.org">jlitas@cityofsp.org</a></td>
<td>600 Zone Booster Pump Station Santa Paula, CA $3,063,000 12/04/2017 Const. pump station for domestic water, bidg., pipeline, valves</td>
<td></td>
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</tr>
<tr>
<td>City of Los Angeles 12000 Vista Del Mar, # 200 Playa Del Rey, CA 90293 310-648-6155</td>
<td>Arash Daghghiljan (Ford E.C.) (Prime Contractor) 310-864-9112 <a href="mailto:arash@fordinc.com">arash@fordinc.com</a></td>
<td>HTP Truck loading facility Odor Control Modernization Playa Del Rey $606,500 12/17/2017 Installation of blowers, 60&quot; FRP pipe, tanks, diffusers, pipe support</td>
<td></td>
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</tr>
<tr>
<td>City of Los Angeles 3185 S. Broadway, 5th fl Los Angeles, CA 90015 310-648-1411</td>
<td>Arash Daghghiljan (Ford E.C.) (Prime Contractor) 310-864-9112 <a href="mailto:arash@fordinc.com">arash@fordinc.com</a></td>
<td>CLARSTS Storm water and Safety Improvements Los Angeles, CA $1,360,000 Feb 2017 (MMC Subcontractor) All wet Utilities</td>
<td></td>
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<tr>
<td>City of Downey 11111 Brookshire Ave.</td>
<td>Safa Kamangar 949-585-0477</td>
<td>Blvdwood Rd. and True Ave. Sewer Lift Station City of Downey, CA $1,431,097 07/28/2017 Sewer pump station, forcemain, gravity</td>
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<td>Projects Completed</td>
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</tbody>
</table>
| **METROPOLENT WATER DISTRICT**  
700 N. Alameda St.  
Los Angeles, CA 90012  
90241  
562-869-7331  
| Replacement |
| Venice Power Plant Sump and Sewer Modifications |
| Venice Beach, CA |
| $74,111.00 |
| Nov 2017 |
| Installation of pumps, pipes and valves |
| **SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
28000 Marguerite Parkway  
Mission Viejo, CA 92692  
949-802-4500  
| Replacement |
| PE.Sewer Ejector project |
| Saddleback College, CA |
| $274,000 |
| 08/23/2017 |
| Installation of wet well, electrical, pumps, pipes and valves |
| **NOC CCD**  
335 W. Romneya Dr.  
Anaheim, CA 92801  
714-888-4776  
| Replacement |
| Landfill Gas Wells at Various District Landfills-2014 |
| Various Locations |
| $1,823,100 |
| 07/13/2017 |
| Develop Gas Wells, pipes, valves |
| **FOOT HILL MUNICIPAL WATER DISTRICT**  
4536 Hampton Rd.  
La Canada Flintridge, CA 91012  
818-790-4336  
| Replacement |
| Main Pump Station Portable Pumping Unit/Connection Piping Replacement |
| Pasadena, CA |
| $43,388 |
| March 2017 |
| Construction of pump discharge piping |
| **LACDPW**  
PO Box 1460  
Alhambra, CA 91802  
626-458-5100  
| Replacement |
| Storm Drain Pump Replacement Project at Anaheim Campus |
| Anaheim, CA |
| $464,111.00 |
| 01/2017 |
| Replace storm drain, pumps, electrical controls, piping. |
| **CITY OF LONG BEACH**  
333 W. Ocean Blvd.  
Long Beach, CA 90802  
<p>| Replacement |
| Naples Island Permanent seawall repairs-Phase I |
| Long Beach, CA |
| $429,577.00 |
| 10/31/15 |
| Construction of storm drain (MMC-Subecontractor) |</p>
<table>
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<tr>
<th>Projects Completed</th>
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</table>

**MMC INC**

**A General Contractor**

<table>
<thead>
<tr>
<th>Company</th>
<th>Contact Person</th>
<th>Project Description</th>
<th>Location</th>
<th>Cost</th>
<th>Date</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Los Angeles</td>
<td>Ford E.C. (Prime Contractor)</td>
<td>Santa Monica Bay Low Flow Diversion Upgrade</td>
<td>Santa Monica, CA</td>
<td>$796,287</td>
<td>06/26/15</td>
<td>Install new sewer line (MMC – Subcontractor)</td>
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<tr>
<td></td>
<td>Arash Daghghilian</td>
<td>Landfill Gas Passive Gas Vent Collection System</td>
<td>Lost Hill, CA</td>
<td>$198,250</td>
<td>05/2015</td>
<td>Drilling holes approximately 40’ deep, install 6” HDPE perforated fill with rock</td>
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<tr>
<td></td>
<td>310-864-9112</td>
<td>Palace Verdes Landfill Plant Demolition</td>
<td>Rolling Hills, CA</td>
<td>$1,564,147</td>
<td>05/27/15</td>
<td>Power plant demolition, const. of storm drain, installation of standby generator</td>
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<td></td>
<td></td>
<td>Re-build Heat Exchangers</td>
<td></td>
<td>$48,895</td>
<td>02/2015</td>
<td>Re-build &amp; overhaul 2 hot water heat exchanger and 1 chilled water heat exchanger.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Replace Septic Tanks, Sewage Piping and Pumps</td>
<td>Four (4) plants in CA</td>
<td>$1,685,906</td>
<td>02/04/15</td>
<td>Replacement of septic tanks, pumps, piping, valves, controls &amp; supports</td>
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<tr>
<td></td>
<td></td>
<td>Brine Line Reach 4B Upper Improvements-Phase3</td>
<td>Riverside, CA, Corona, CA</td>
<td>$305,947</td>
<td>03/21/14</td>
<td>Installation of MH, pipeline and valves</td>
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<td>Echo Park Rehabilitation Project</td>
<td>Echo Park, Los Angeles</td>
<td>$3,139,823</td>
<td>06/2013</td>
<td>Underground Utilities (pump station pipeline, storm drain)</td>
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<tr>
<td>City of</td>
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<td>Agency</td>
<td>Project Description</td>
<td>City</td>
<td>Country Club</td>
<td>Reservoir</td>
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<tr>
<td>Redlands</td>
<td>Greg Brooks</td>
<td>City of Inland Empire Utilities Agency</td>
<td>Const. of Booster pump station and site improvements, suction &amp; discharge pipes &amp; valves</td>
<td>Redlands, CA</td>
<td>$956,137</td>
<td>05/2013</td>
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<tr>
<td>Rancho Cucamonga</td>
<td>John Scherek</td>
<td>RP-4 Odor Control Back-up Blower</td>
<td>Install blower and FRP pipe.</td>
<td>$102,654</td>
<td>04/2012</td>
<td>909-993-1547</td>
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<tr>
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</tr>
<tr>
<td>City of</td>
<td>Mark Pettit</td>
<td>County Sanitation Districts of LA County</td>
<td>Installation of Pumps at Blumenfield and Long Beach Water Reclamation Plant Interceptor Pumping</td>
<td>Carritos, CA &amp; Long Beach, CA</td>
<td>$109,501</td>
<td>01/09/13</td>
</tr>
<tr>
<td></td>
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<td>P.O. Box 4998</td>
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<tr>
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<td>Whittier, CA</td>
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<td>963-699-7411</td>
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<tr>
<td>SAWPA</td>
<td>RBF Consultants</td>
<td>SAWPA</td>
<td>Brine Line Enhancement Project-Reach IV-D</td>
<td>County of Riverside</td>
<td>$1,155,284</td>
<td>05/15/2012</td>
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<tr>
<td></td>
<td>Douglas Cook</td>
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<td>658-518-3072</td>
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<tr>
<td>Metropolitan Water District</td>
<td>Toby Roots</td>
<td>Metropolitan Water District</td>
<td>Repair expansion joints &amp; 6&quot; diameter delivery pipe</td>
<td>Julian Hinds Mountain</td>
<td>$428,551</td>
<td>04/2012</td>
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<tr>
<td></td>
<td>St. Louis, MO</td>
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<tr>
<td></td>
<td>Julian Hinds</td>
<td>Julian Hinds</td>
<td>Repair expansion joints &amp; modify discharge connection</td>
<td>Pasadena, CA</td>
<td>$143,000</td>
<td>03/20/12</td>
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<tr>
<td></td>
<td>District</td>
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<tr>
<td></td>
<td>Krieger &amp; Stewart</td>
<td>District</td>
<td>Berkshire Pump Station Booster No. 4B, 3E &amp; 4W Replacement</td>
<td>Redondo Beach, CA</td>
<td>$1,451,751</td>
<td>12/20/11</td>
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<tr>
<td></td>
<td>Mike Shay</td>
<td>City of Redondo Beach</td>
<td>Installation of pump system and holding tank underground</td>
<td>Redondo Beach</td>
<td>Alta Vista Park Diversion &amp; Renovation Project</td>
<td>$1,451,751</td>
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# PROJECTS COMPLETED

## MMC INC.
A General Contractor

<table>
<thead>
<tr>
<th>Company</th>
<th>Contact Person</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Thousand Oaks</td>
<td>Diana Lockyer</td>
<td>Thousand Oaks</td>
</tr>
<tr>
<td></td>
<td>805-449-2445</td>
<td></td>
</tr>
<tr>
<td></td>
<td>805-449-2475-Fax</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hospital Building; renovate existing systems; epoxy coat, install piping &amp; valves</td>
</tr>
<tr>
<td>Foot Hill Municipal Water District</td>
<td>Krieger &amp; Stewart</td>
<td>Thousand Oaks</td>
</tr>
<tr>
<td>District</td>
<td>Josh MacPeek</td>
<td>San Marcos, CA</td>
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<tr>
<td></td>
<td>951-684-0900</td>
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<tr>
<td></td>
<td></td>
<td>Repair damaged pump works and flanges; epoxy coated piping</td>
</tr>
<tr>
<td>Metropolitan Water District of So. Cal.</td>
<td>Brian May</td>
<td>Various Cities in LA County</td>
</tr>
<tr>
<td></td>
<td>809-392-5140</td>
<td></td>
</tr>
<tr>
<td></td>
<td><a href="mailto:bmay@mwdd2o.com">bmay@mwdd2o.com</a></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Replace old Air Vac units at various locations (total of 22 locations)</td>
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<tr>
<td>LA Dept. of Water &amp; Power</td>
<td>Jessica Lewis</td>
<td>Various Cities in Los Angeles</td>
</tr>
<tr>
<td></td>
<td>213-367-3754</td>
<td></td>
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<tr>
<td></td>
<td><a href="mailto:jlevy@laotp.com">jlevy@laotp.com</a></td>
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</tr>
<tr>
<td></td>
<td></td>
<td>Install SCR Catalysts at Harbor and Valley Generating Stations</td>
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<tr>
<td>County of LA</td>
<td>Emil Kurtyand</td>
<td>Various Cities in LA County</td>
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<tr>
<td></td>
<td>626-458-3166</td>
<td></td>
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<tr>
<td></td>
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<td>Replace Pump and Motor Control, construct steel pump station</td>
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<tr>
<th>Location</th>
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<tr>
<td>Beach, CA</td>
<td></td>
<td>90277</td>
<td>(310) 318-0662</td>
<td>Pump building</td>
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# Projects Completed

## MMC INC.
A General Contractor

<table>
<thead>
<tr>
<th>City of Los Angeles</th>
<th>City of Los Angeles</th>
<th>LAG/DCT Water Reclamation Plant</th>
<th>Glendale Water Plant and DC Tillman Water Plant</th>
<th>441,000</th>
<th>2/3/2011</th>
<th>Replacement of old exhaust fans (total of 20EA)</th>
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<tr>
<td>County Sanitation</td>
<td>District</td>
<td>Construction of Joint Out Fall</td>
<td>Dominguez &amp; Lamberton in City of Carson, CA</td>
<td>562,000</td>
<td>03/2010</td>
<td>Structural Repair of Out Fall</td>
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<tr>
<td>District</td>
<td>WLC Architects</td>
<td>Valley Region Elementary School No. 8</td>
<td>Syimar, CA</td>
<td>60,000</td>
<td>03/2010</td>
<td>Underground Utilities (MMC sub for this project)</td>
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<tr>
<td>Los Angeles Unified School District</td>
<td>McCarthy</td>
<td>Reid High School Re-locatable Project</td>
<td>Various Schools in Long Beach, CA</td>
<td>2,751,151,00</td>
<td>09/05/2009</td>
<td>Re-locating Schools portable bldgs. Const. of new school site, grading, landscape, demo</td>
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<tr>
<td>Long Beach Unified School District</td>
<td>Helix Water District</td>
<td>36 Inch Lake Valve Replacement</td>
<td>La Mesa, CA</td>
<td>610,101.00</td>
<td>08/2009</td>
<td>36&quot; ball valve replacement, const. of valve vaults, piping &amp; construction</td>
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<tr>
<td>County Sanitation</td>
<td>County Sanitation</td>
<td>Arcadia-Sierra Madre Sewer Trunk</td>
<td>Arcadia, CA</td>
<td>1,491,500.00</td>
<td>02/2009</td>
<td>Construction of Trunk Sewer line, approximately 3,000 L.F.</td>
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Page 8 of 13
<table>
<thead>
<tr>
<th>City of Pomona</th>
<th>Metcalf &amp; Eddy</th>
<th>Construction of</th>
<th>City of Pomona, CA</th>
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<tr>
<td>505 S. Garey Ave.</td>
<td>Ph: 714-567-2447</td>
<td>Anion Exchange Plant Expansion</td>
<td>$2,036,351.00</td>
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<tr>
<td>Pomona, CA 91769</td>
<td>Fax: 714-567-2594</td>
<td></td>
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<tr>
<td>909-620-2261</td>
<td>Reni Garibay (Utility Engineer)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ph: 909-620-2239</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Fax: 909-620-2122</td>
<td></td>
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<tr>
<td></td>
<td><a href="mailto:rena.garibay@ci.pomona.ca.us">rena.garibay@ci.pomona.ca.us</a></td>
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<tr>
<td>Goldrich &amp; Kent</td>
<td>Ken Leach</td>
<td>Phase I &amp; II</td>
<td>La Palma, CA</td>
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<td>5150 Overland Ave.</td>
<td>310-280-5087</td>
<td>Freese Parking Structure</td>
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<td>Culver City, CA 90230</td>
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<tr>
<td>310-280-5087</td>
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<td></td>
<td>Gladis Deras</td>
<td>Well 25 Booster pump Replacements</td>
<td>South Gate</td>
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<tr>
<td>323-357-9061</td>
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<td>$315,784.00</td>
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<tr>
<td>City of South Gate</td>
<td>Wilidan</td>
<td>Improvements to HARF &amp; lift Station No. 3</td>
<td>City of Escondido</td>
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<td>8650 California Ave.</td>
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<td>$329,500.00</td>
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<td>323-565-9572</td>
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<td></td>
<td>Neil Greenwood</td>
<td>Bridge Barrier Replacement</td>
<td>City of Buena Park</td>
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<tr>
<td>714-562-3992</td>
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<td>$400,000.00</td>
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<tr>
<td>City of Buena Park</td>
<td>Nabil Henein</td>
<td>Underground Utilities</td>
<td>East LA College</td>
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<tr>
<td>6650 Beach Blvd. Buena Park, CA 90621</td>
<td>714-562-3992</td>
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<td>$1,425,000.00</td>
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<tr>
<td>East LA Park Community College</td>
<td>Beth (LA College)</td>
<td>Cliffan Power and Pumping Plant Replacement</td>
<td>Denver, Colorado</td>
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<tr>
<td>770 Wilsinla Blvd. 3rd Floor</td>
<td>Aarsh Daghghahian</td>
<td>Hatch Covers- Big Thompson, Colorado</td>
<td>$230,000.00</td>
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<tr>
<td>Los Angeles, CA 90017-3856</td>
<td><a href="mailto:arash@larexchange.com">arash@larexchange.com</a></td>
<td></td>
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</tr>
<tr>
<td>323-265-8650</td>
<td>(Ford E.C.) General Contractor</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Ph: 310-264-3145</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fax: 310-264-2146</td>
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<tr>
<td>Bureau of Reclamation Denver, Colorado</td>
<td>Matt Shefler</td>
<td>Underground utilities: water, irrigation, gas, sewer pipeline (MMC worked as Subcontractor)</td>
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<tr>
<td>P.O. Box 36900</td>
<td>Ph: 303-962-4510</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Billings, MT 59107-6900</td>
<td>Fax: 303-962-4520</td>
<td></td>
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<td>970-962-4510</td>
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Page 10 of 13
### PROJECTS COMPLETED

**MMC INC.**
A General Contractor

<table>
<thead>
<tr>
<th>Bureau of Reclamation - Tracy</th>
<th>Bureau of Reclamation</th>
<th>Rebuild velocity control pumps located at Bureau of Reclamation</th>
<th>Byron, CA 94514</th>
<th>$97,101.00</th>
<th>5/9/03</th>
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<tbody>
<tr>
<td>Orange County Sheriff</td>
<td>Art McClure</td>
<td>Rebuild Cooling Tower at Theo Lacy Jail</td>
<td>Orange, CA</td>
<td>$87,101.00</td>
<td>05/03</td>
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<tr>
<td>431 City Drive South</td>
<td>(714) 935-8479</td>
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<tr>
<td>Orange, CA 92868</td>
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<tr>
<td>Department of Corrections</td>
<td>Lisa Marquez</td>
<td>Repair (7) Davis EMU Pumps</td>
<td>Irwin Wood</td>
<td>$51,050.00</td>
<td>03/03</td>
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<tr>
<td>19005 Wiley’s Well Rd.</td>
<td>(916) 332-3101</td>
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<td>State Prison</td>
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<tr>
<td>Blythe, CA 92225</td>
<td>Weldon Sewell</td>
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<tr>
<td>760-921-3000</td>
<td>(760) 921-3000</td>
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<tr>
<td></td>
<td>Fax:760-921-4320</td>
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<tr>
<td>Kaiser Permanente</td>
<td>Mike Leongarde</td>
<td>Re-Build Chiller Pumps</td>
<td>Fontana, CA</td>
<td>$45,918.00</td>
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<td>14520 Hawthorne</td>
<td>909-427-4119</td>
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<tr>
<td>Fontana, CA 92335</td>
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<td>LA County Public Works</td>
<td>Jack Fayette</td>
<td>Ulmuss Drive Sewage Pump Station Renovation</td>
<td>Calabasas, CA</td>
<td>$791,535.00</td>
<td>01/03</td>
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<tr>
<td>Construction Division</td>
<td>(818) 592-0756</td>
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<tr>
<td>8th Fl. 806 S. Fremont Ave.</td>
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<td>Alhambra, CA 90720</td>
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<tr>
<td>City of Pomona</td>
<td>Hong Wang</td>
<td>Replacement of sewage pump station # 3</td>
<td>Pomona, CA</td>
<td>$2,141,000.00</td>
<td>09/2002</td>
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<td>500 S. Carey Ave. Pomona, CA</td>
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<td>91769</td>
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<tr>
<td>UC Riverside</td>
<td>Jeff Rising</td>
<td>Underground Student Expansion</td>
<td>Riverside, CA</td>
<td>$448,000.00</td>
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Page 11 of 13
<table>
<thead>
<tr>
<th>City of Big Bear Lake</th>
<th>SO &amp; Associates</th>
<th>Phil Taylor</th>
<th>Sewage Lift Station #2</th>
<th>Big Bear, CA</th>
<th>124,101.00</th>
<th>08/2002</th>
<th>Modification of Sewage Lift Station and pipeline</th>
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<td>City of Upland</td>
<td>Pat Nance</td>
<td>Library Elevator Upgrade</td>
<td>Upland, CA</td>
<td>49,000.00</td>
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<td>Upgrade passenger elevator</td>
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<td>O.C. Sanitation</td>
<td>Std Kirk</td>
<td>Ventilation Improvements at Main St. pump Station</td>
<td>Irvine, CA</td>
<td>214,121.00</td>
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<td>City of Industry</td>
<td>Richard Walker</td>
<td>Irrigation Pumps and Controls</td>
<td>Industry, CA</td>
<td>317,000.00</td>
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<td>Replacement of Irrigation pumps and controls</td>
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<td>UC Riverside</td>
<td>CNC Engineering</td>
<td>George McMullin</td>
<td>Spill Hall Elevator Removal</td>
<td>UC Riverside Campus</td>
<td>129,000.00</td>
<td>02/2002</td>
<td>Elevator Removal</td>
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<tr>
<td>Town of Apple Valley</td>
<td>Roger Lopez</td>
<td>Pump &amp; Piping Replacement</td>
<td>Town of Apple Valley, CA</td>
<td>50,000.00</td>
<td>07/2001</td>
<td>Installation of new pumps and piping</td>
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<tr>
<td>City of Inglewood</td>
<td>Ray</td>
<td>Morning side Reservoir and Pump Station Structural Rehabilitation</td>
<td>Inglewood, CA</td>
<td>2,257,000.00</td>
<td>07/2001</td>
<td>Reservoir Retrofit</td>
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<tr>
<td>Eastern Municipal</td>
<td>Arlen Nielsen</td>
<td>Pump station and pipe lining</td>
<td>Sun City</td>
<td>$1,750,000.00</td>
<td>9/00</td>
<td>Installation and construction of pump station. Installation of 14,000 L.F. of 18&quot; pipe</td>
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<td>Project Name</td>
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<td>End Date</td>
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</tbody>
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*MMC INC.*  
A General Contractor
outside city business tax  
city of Inglewood
the person, firm or corporation named below is granted this certificate as evidence that the business has paid the required taxes to conduct business in City of Inglewood. This certificate is not a business license and it shall not be construed as authorizing the right to conduct or continue any business. This certificate is issued without verification that the taxpayer is subject to or exempt from licensing by the State of California.

Name: MEHTA MECHANICAL COMPANY, INC.  
Location: 5901 FRESCA DR  
Owner Name: JAGAT S MEHTA  

MEHTA MECHANICAL COMPANY, INC.  
5901 FRESCA DR  
LA PALMA, CA 90623

outside city business tax  
Number: S-041738  
Description: Contractor/B  
Issued Date: January 01, 2023  
Expiration Date: December 31, 2023

to be posted in a conspicuous place  
not transferable
MEHTA MECHANICAL COMPANY INC.

**Registration History**

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<th>Effective Date</th>
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<td>6/30/2025</td>
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**Detail:**

- **Registration Number:** 1000013675
- **Status:** Active
- **CSLB Number:** 573635
<table>
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<th>Legal Entity Type:</th>
<th>Corporation</th>
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<tbody>
<tr>
<td>Mailing Address:</td>
<td>5901 FRESCA DRIVE</td>
</tr>
<tr>
<td></td>
<td>LA PALMA</td>
</tr>
<tr>
<td></td>
<td>CA 90623</td>
</tr>
<tr>
<td>County:</td>
<td>Orange</td>
</tr>
<tr>
<td>Craft:</td>
<td>Elevator Constructor; General Building; General Engineering</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:jay@aboutmmc.com">jay@aboutmmc.com</a></td>
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<td>5/25/2018</td>
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<tbody>
<tr>
<td>Name</td>
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<tr>
<td>MMC INC.</td>
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</tbody>
</table>
Contractor's License Detail for License # 573635

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 7124). If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of discloseable actions.
- Only construction-related civil judgments reported to CSLB are disclosed (BPC 7071.1T).
- 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 1/30/2023 4:03:01 PM

Business Information

MEHTA MECHANICAL COMPANY INC
dba MMC INC

5901 FRESCA DRIVE
LA PALMA, CA 90623-1014
Business Phone Number:(714) 531-2022

Entity: Corporation
Issue Date: 07/24/1989
Reissue Date: 07/29/1994
Expires Date: 07/31/2024

License Status

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

Classifications

- A - GENERAL ENGINEERING
- C-61 / D21 - MACHINERY AND PUMPS
- C11 - ELEVATOR INSTALLATION
- B - GENERAL BUILDING

Certifications

- HAZ - HAZARDOUS SUBSTANCES REMOVAL

Bonding Information

Contractor's Bond
This license filed a Contractor's Bond with OLD REPUBLIC SURETY COMPANY.
Bond Number: A150082562
Bond Amount: $25,000
Effective Date: 03/05/2013
Contractor's Bond History

Bond of Qualifying Individual
The qualifying individual JAGAT SINGH MEHTA 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: 07/08/1994
An employee service group holds the workers compensation insurance.
Policy Number: CS82666730
Effective Date: 10/01/2022
Expires Date: 10/01/2023
Workers' Compensation History
### Contractor's Bond History

**Contractor License #** 573635  
**Contractor Name** MEHTA MECHANICAL COMPANY INC

<table>
<thead>
<tr>
<th>Surety Company</th>
<th>Bond #</th>
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Workers' Compensation History

Contractor License # 573635
Contractor Name MEHTA MECHANICAL COMPANY INC

Insurance Company
AN EMPLOYEE SERVICE GROUP HOLDS THE INSURANCE
Policy # C51266730
Effective Date 10/01/2022
Expiration Date 10/01/2023

Insurance Company
AN EMPLOYEE SERVICE GROUP HOLDS THE INSURANCE
Policy # C69974600
Effective Date 10/01/2021
Expiration Date 10/01/2022

Insurance Company
ACE AMERICAN INSURANCE COMPANY
Policy # C6862468A
Effective Date 10/01/2020
Expiration Date 10/01/2021

Insurance Company
AN EMPLOYEE SERVICE GROUP HOLDS THE INSURANCE
Policy # C66369717
Effective Date 10/01/2019
Expiration Date 10/01/2020

Insurance Company
AN EMPLOYEE SERVICE GROUP HOLDS THE INSURANCE
Policy # 2245
Effective Date 09/15/2013
Expiration Date

Insurance Company
STATE COMPENSATION INSURANCE FUND
Policy # 467128882012
Effective Date 10/01/2012
Expiration Date 10/01/2013

Insurance Company
STATE COMPENSATION INSURANCE FUND
Policy # 467-0001288
Effective Date 10/01/2008
Cancellation Date 10/01/2012

Insurance Company
STATE COMPENSATION INSURANCE FUND
Policy # 1694922
Effective Date 10/01/2002
Cancellation Date 10/01/2008

Insurance Company
STATE COMPENSATION INSURANCE FUND
Policy # 044-0009251
Effective Date 11/01/2000
Cancellation Date 10/01/2002
Contractor's License Detail (Personnel List)

Contractor License #: 573635
Contractor Name: MEHTA MECHANICAL COMPANY INC.

Click on the person's name to see a more detailed page of information on that person.

Licenses Currently Associated With

Name: JAGAT SINGH MEHTA
Title: RMO / CEO / PRES
Association Date: 07/24/1989
Classification: A
Additional Classification: There are additional classifications that can be viewed by selecting this link.
Name: MOHAN SINGH MEHTA
Title: OFFICER
Association Date: 08/13/1999

Licenses No Longer Associated With

Name: ALKA SUNIL SHROFF
Title: OFFICER
Association Date: 07/06/1994
Disassociation Date: 06/12/1998

Name: CHANDRAKALA JAGAT MEHTA
Title: OFFICER
Association Date: 07/08/1994
Disassociation Date: 07/07/2003

Name: MARY CARMEN MAGALLON
Title: OFFICER
Association Date: 06/12/1998
Disassociation Date: 08/13/1999
# Certificate of Liability Insurance

**This Certificate is Issued as a Matter of Information Only and Confers No Rights Upon the Certificate Holder. This Certificate Does Not Affirmatively or Negatively Amend, Extend or Alter the Coverage Afforded by the Policies Below. This Certificate of Insurance Does Not Constitute a Contract Between the Issuing Insurer(s), Authorized Representative or Producer, and the Certificate Holder.**

**Important:** If the certificate holder is an Additional Insured, the policy(ies) must have Additional Insured provisions or be endorsed. If Subrogation is Waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**Producer:** Andreni & Company
220 West 20th Avenue
San Mateo CA 94403

**Contact:** Dolores Muir
PHONE: (650) 573-1111
FAX: (650) 378-4361
E-MAIL: dmuir@andreni.com

**Insured:** Mehta Mechanical Company, Inc.
c/o MMC, Inc.
5001 Fresca Drive
La Palma CA 90623

**Certificate Number:** 179362329

**Coverages**

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**Revisions:**

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<th>Revisions</th>
<th>Description</th>
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**Coversages:**

- Commercial General Liability
- Excess Liability

**Limitations:**

- EACH OCCURRENCE
- EXCERPT
- POLICY LIMIT

**Inclusions:**

- Claims-Made

**Exclusions:**

- Excluded

**Insurers:**

- Scottsdale Insurance Company
- West American Insurance Co.

**Insurer C:**

- Scottsdale Insurance Company
- West American Insurance Co.

**Insurer D:**

- Scottsdale Insurance Company
- West American Insurance Co.

**Insurer E:**

- Scottsdale Insurance Company
- West American Insurance Co.

**Insurer F:**

- Scottsdale Insurance Company
- West American Insurance Co.

**Certificate Holder:**

- City of Inglewood
  Public Works Department
  One Manchester Blvd.
  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.

**Mandatory In NH:**

- If yes, describe under description of operations below

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

- City of Inglewood, its officers, officials, employees and volunteers are included as additional insureds for General Liability per attached forms CG 20 912 19 & CG 20 92 19 19. Such insurance is Primary & Non-Contributory per form CG 20 01 04 13. Waiver of Subrogation applies per form CG 24 04 12 19.

Additional policies may be attached.

**All Attachments:**

- All attachments are part of the above listed policy.

**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:**

- Scottsdale Insurance Company
- West American Insurance Co.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance
This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

If the policy to which this endorsement is attached also contains a Business Auto Coverage Enhancement Endorsement with a specific state named in the title, this endorsement does not apply to vehicles garaged in that specified state.

COVERAGE INDEX

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<thead>
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<td>AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS</td>
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<td>AMENDED FELLOW EMPLOYEE EXCLUSION</td>
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<td>EMPLOYEES AS INSUREDs (Including Employee Hired Auto)</td>
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<td>EXTRA EXPENSE - BROADENED COVERAGE</td>
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<td>GLASS REPAIR - WAIVER OF DEDUCTIBLE</td>
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<td>HIRED AUTO COVERAGE TERRITORY</td>
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<td>HIRED AUTO PHYSICAL DAMAGE (Including Employee Hired Auto)</td>
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<td>LOAN / LEASE GAP (Coverage Not Available In New York)</td>
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<td>NEWLY FORMED OR ACQUIRED SUBSIDIARIES</td>
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<td>PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)</td>
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<td>PERSONAL EFFECTS COVERAGE</td>
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<td>PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE</td>
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<td>PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM</td>
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<td>PRIMARY AND NON-CONTRIBUTORY - WRITTEN CONTRACT OR WRITTEN AGREEMENT</td>
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<tr>
<td>WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US</td>
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SECTION II - LIABILITY COVERAGE is amended as follows:

1. NEWLY FORMED OR ACQUIRED SUBSIDIARIES

SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who is An Insured is amended to include the following as an "insured":

d. Any legally incorporated subsidiary of which you own more than 50 percent interest during the policy period. Coverage is afforded only for 90 days from the date of acquisition or formation. However, "insured" does not include any organization that:
   (1) Is a partnership or joint venture; or
   (2) Is an "insured" under any other automobile policy except a policy written specifically to apply in excess of this policy; or
   (3) Has exhausted its Limit of Insurance or had its policy terminated under any other automobile policy.
Coverage under this provision d. does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include the following as an "insured":

e. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".

f. Any "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include the following as an "insured":

g. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, written agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

(1) Only with respect to the operation, maintenance or use of a covered "auto";

(2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or written agreement, or the permit has been issued to you; and

(3) Only for the duration of that contract, agreement or permit.

The "insured" is required to submit a claim to any other insurer to which coverage could apply for defense and indemnity. Unless the "insured" has agreed in writing to primary noncontributory wording per enhancement number 24, this policy is excess over any other collectible insurance.

4. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, Paragraphs (2) and (4) are replaced by the following:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow "employees" are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, Exclusion B.5. Fellow Employee does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire if you have workers compensation insurance in force for all of your "employees" at the time of "loss".

This coverage is excess over any other collectible insurance.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos".
a. You hire, rent or borrow; or
b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

a. The most we will pay for "loss" in any one "accident" or "loss", is the smallest of:
   (1) $50,000; or
   (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
   (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.

b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.

c. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

d. Subject to a maximum of $1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.

e. This coverage extension does not apply to:
   (1) Any "auto" that is hired, rented or borrowed with a driver; or
   (2) Any "auto" that is hired, rented or borrowed from your "employee" or any member of your "employee's" household.

Coverage provided under this extension is excess over any other collectible insurance available at the time of "loss".

7. TOWING AND LABOR
   SECTION III - PHYSICAL DAMAGE COVERAGE, Paragraph A.2. Towing, is amended by the addition of the following:

   We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:
   a. For private passenger type vehicles, we will pay up to $75 per disablement.
   b. For "light trucks", we will pay up to $75 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.
   c. For "medium trucks", we will pay up to $150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

8. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE
   Paragraph A.4.a. Coverage Extensions, Transportation Expenses of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of $50 per day and a maximum limit of $1,500.

9. RENTAL REIMBURSEMENT
   SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

   a. We will pay up to $75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
   b. Rental Reimbursement requires the rental of a comparable or lesser vehicle, which in many cases may be substantially less than $75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
   c. We will also pay up to $500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto". This limit is excess over any other collectible insurance.


d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.

e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. Coverage Extension.

f. No deductible applies to this coverage.

g. The insurance provided under this extension is excess over any other collectible insurance.

If this policy also provides Rental Reimbursement Coverage you purchased, the coverage provided by this Enhancement Endorsement is in addition to the coverage you purchased.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 11.B.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is $1,000.

11. PERSONAL EFFECTS COVERAGE

A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to $600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an "insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, is amended by adding the following:

Any Comprehensive Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global position device and that device was the method of recovery of the vehicle.

14. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, Paragraph a. of the exception to exclusions 4.c. and 4.d. is deleted and replaced with the following:

Exclusions 4.c. and 4.d. do not apply to:

a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is:

(1) Permanently installed in the covered "auto" at the time of the "loss" or removable from a housing unit that is permanently installed in the covered "auto"; and

(2) Designed to be solely operated by use from the power from the "auto's" electrical system; and

(3) Physical damage coverages are provided for the covered "auto".

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a $100 deductible.
15. LOAN / LEASE GAP COVERAGE (Not Applicable In New York)

A. Paragraph C. Limit Of Insurance of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one accident is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
   a. Overdue payments and financial penalties associated with those payments as of the date of the "loss";
   b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear;
   c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
   d. Transfer or rollover balances from previous loans or leases;
   e. Final payment due under a "Balloon Loan";
   f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto";
   g. Security deposits not refunded by a lessor;
   h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto";
   i. Any amount representing taxes;
   j. Loan or lease termination fees or

2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

B. Additional Conditions

This coverage applies only to the original loan for which the covered "auto" that incurred the "loss" serves as collateral, or lease written on the covered "auto" that incurred the "loss".

C. SECTION V - DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

16. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph D. Deductible of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

17. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph D. Deductible of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

a. In the charge of an "insured";

b. Legally parked; and

c. Unoccupied.
The "loss" must be reported to the police authorities within 24 hours of known damage.
The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.
This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

18. TWO OR MORE DEDUCTIBLES
Under SECTION III - PHYSICAL DAMAGE COVERAGE, if two or more company policies or coverage forms apply to the same "accident", the following applies to Paragraph D. Deductible:

a. If the applicable Business Auto deductible is the smaller (or smallest) deductible, it will be waived;
or
b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible; or
c. If the "loss" involves two or more Business Auto coverage forms or policies, the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement, company means any company that is part of the Liberty Mutual Group.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

19. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS
SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph B.2. is amended by adding the following:
If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

20. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS
SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph A.2.a. is replaced in its entirety by the following:

a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
   (1) You, if you are an individual;
   (2) A partner, if you are a partnership;
   (3) Member, if you are a limited liability company;
   (4) An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:
   (a) How, when and where the "accident" or "loss" took place;
   (b) The "insured's" name and address; and
   (c) The names and addresses of any injured persons and witnesses.

21. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us, is amended by the addition of the following:
If the person or organization has in a written agreement waived those rights before an "accident" or "loss", our rights are waived also.

22. HIRED AUTO COVERAGE TERRITORY
SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph B.7. Policy Period, Coverage Territory, is amended by the addition of the following:
f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the "insured's" responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.
This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

23. PRIMARY AND NON-CONTRIBUTING IF REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

The following is added to SECTION IV - BUSINESS AUTO CONDITIONS, General Conditions, B.5. Other Insurance and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

SECTION V - DEFINITIONS is amended as follows:

24. BODILY INJURY REDEFINED

Under SECTION V - DEFINITIONS, Definition C. is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT

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:

1. 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; and

2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) 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:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations for the additional insured described in Paragraph 1. or 2. above.

However, the insurance afforded to such additional insured described above:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above 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.

   This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

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.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or

2. Available under the applicable limits of insurance; whichever is less.

This endorsement shall not increase the applicable limits of insurance.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s)</th>
<th>Location And Description Of Completed Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any person or organization when required by written contract or agreement, executed prior to the occurrence to which this insurance applies, that such person or organization be added as an additional insured on your policy.</td>
<td>All Locations</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
 POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART
 UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization for whom the insured has agreed to waive rights of recovery, provided such agreement is made in writing and prior to the loss

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.