DATE: June 6, 2023

TO: Mayor and Council Members

FROM: Library Services Department

SUBJECT: Renovation of the Morningside Park Library

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

1. Adopt resolution amending the Fiscal Year 2022-2023 Budget;
2. Award a contract and approve an agreement with KG Axis, Inc. (Contractor), in a total amount not to exceed $2,193,400 (includes a 10% City Controlled Contingency in the amount of $199,400) for the Renovation of the Morningside Park Library Project, per Bid No. 0158. (General Fund)

BACKGROUND:
The Morningside Library building was transferred to the City of Inglewood on October 19, 1945, as a generous gift from Raymond V. and Ivey B. Darby. The current structure is described as a one-story 2,660 square foot building located at 3202 West 85th Street. The interior and exterior of the building has fallen into disrepair and requires a major renovation to reopen to the public.

On November 16, 2021, the Mayor and Council Members approved an agreement with Gwynne Pugh Urban Studio, Inc., to provide architectural and construction management services for the renovation of the Morningside Park Library.

On February 23, 2023, Bid No. 0158 was posted to PlanetBids.com soliciting the services of a competent general contractor to renovate the Morningside Park Library. Bid packages from interested entities were due on April 10, 2023, at 10:00 a.m. in the City Clerk’s Office.

DISCUSSION:
The project will encompass the renovation of a small community library located at 3202 West 85th Street. The existing structure is approximately 2660 square feet and there will be an 850 square foot addition to the rear of the building. Outside of the property line the driveway apron, curb, gutter, and sidewalk will be replaced, and a drop-off lane will be added to the street, per the civil drawings. Also, the front entry ramp, stairs, and landscaping will need to be removed and replaced. The existing building structure will be gutted and taken down to the subfloor, interior plaster removed, and existing drop ceiling panels removed. The existing roofing will be removed and replaced with a new standing seam roof. All interior walls and existing bathrooms will be removed. Two new bathrooms will be added. All windows and doors will be replaced. A new electrical panel, lighting, and electrical outlets are to be provided. New security, IT, and AV are to be
provided. All new interior finishes are to be provided and include a 2 1/2-inch raised floor system, flooring, drywall, and paint and acoustical ceiling panels. Contract will also include commissioning and training of City Staff.

On April 10, 2023, the City received two (2) bid packages that include both a pre-qualification application and a bid. The selection process requires that staff open only the pre-qualification packet first to determine if an applicant is qualified prior to the opening of the bid. Listed below are the packages that were received in the City Clerk’s Office and a determination by staff if the minimum qualifications were met to move forward with the bid opening process.

Applications Received For Pre-Qualification (Alphabetical Order):

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Pre-Qualified</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kazoni Construction</td>
<td>150 Paularino Ave. Suite D160</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Costa Mesa, CA 92626</td>
<td>Yes</td>
</tr>
<tr>
<td>KG Axis, Inc.</td>
<td>21 Gramercy, Unit 221</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Irvine, CA 92626</td>
<td>Yes</td>
</tr>
</tbody>
</table>

On April 13, 2023, the City Clerk’s Office opened the two Pre-Qualified bids. Pre-qualification scores were not carried over to determine the lowest competitive bid submitted. Pursuant to City Municipal Code and applicable law requirements, the recommended Award is based on the Lowest Competitive Bid from Pre-Qualified Bidders:

<table>
<thead>
<tr>
<th>Bidder Name</th>
<th>Bidder Address</th>
<th>Total Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>KG Axis, Inc.</td>
<td>21 Gramercy Unit 221</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Irvine, CA 92612</td>
<td>$1,994,000</td>
</tr>
<tr>
<td>Kazoni Construction</td>
<td>150 Paularino Ave. Suite D160</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Costa Mesa, CA 92626</td>
<td>$2,213,000</td>
</tr>
</tbody>
</table>

Staff reviewed and did its due diligence on the two bid proposals opened. It was determined that KG Axis, Inc. is the lowest responsive and responsible competitive bidder for the Project.

FINANCIAL/FUNDING ISSUES AND SOURCES:
Upon adoption of the proposed resolution to amend the Fiscal Year 2022-2023 Budget, General Fund Reserves in the amount of $2,433,400, will be transferred to Account Code No. 001.100.P962.44850.00 (General Fund-Projects-Morningside Library).

The amount of $2,193,400 (base bid amount of $1,994,000 plus a 10% contingency of $199,400) will be used to cover construction costs. The amount of $240,000 will be used to cover additional project costs needed to operate the library.

Project Construction Costs:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Bid Amount</td>
<td>$1,994,000</td>
</tr>
<tr>
<td>Contingency 10%</td>
<td>$199,400</td>
</tr>
<tr>
<td>Total Not-to-Exceed Contract Amount</td>
<td>$2,193,400</td>
</tr>
</tbody>
</table>
Additional Project Costs:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Furniture</td>
<td>$200,000</td>
</tr>
<tr>
<td>Library Devices</td>
<td>$29,000</td>
</tr>
<tr>
<td>Library Book Return Box</td>
<td>$9,000</td>
</tr>
<tr>
<td>Library Software</td>
<td>$2,000</td>
</tr>
<tr>
<td>Total for Additional Project Costs</td>
<td>$240,000</td>
</tr>
</tbody>
</table>

DESCRIPTION OF ANY ATTACHMENTS:
Attachment No. 1: Agreement
Attachment No. 2: Advertisement
Attachment No. 3: Bid Document
Attachment No. 4: Bid Proposal from KG Axis, Inc.
Attachment No. 5: Insurance
Attachment No. 6: Resolution Amending the Fiscal Year 2022-2023 Budget
Attachment No. 7: Renderings of Morningside Park Library

PREPARED BY:
Harjinder Singh, Deputy City Manager

COUNCIL PRESENTER:
Harjinder Singh, Deputy City Manager
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD APPROVAL/
DEPUTY CITY MANAGER APPROVAL:

[Signature]

Harjinder Singh, Deputy City Manager

CITY MANAGER APPROVAL:

[Signature]

Artie Fields, City Manager
Attachment No. 1
 AGREEMENT
Attachment “T”

To be executed between the City and the selected/awarded contractor

THIS AGREEMENT, made this ___ day of _______, 2023, in the County of Los Angeles, State of California, by and between the City of Inglewood, hereinafter called the City, and KG Axis, Inc., hereinafter called the Contractor, for the Project generally known as RENOVATION OF THE MORNINGSIDE PARK LIBRARY located at 3202 West 85th Street, Inglewood, California 90305 (hereinafter referred to as the “Contract”/“Agreement” or “Project”, as applicable).

WITNESSETH that the City and the Contractor for the considerations stated herein agree as follows:

1. SCOPE OF WORK: The Contractor shall perform within the time stipulated the Contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in strict compliance with the Contract Documents (as specified below) regarding the following titled Project:

   RENOVATION OF THE MORNINGSIDE PARK LIBRARY

2. STANDARD OF PERFORMANCE

Without limitation to Contractor’s other obligations under the Contract Documents, Contractor shall at all times in its performance of its obligations under the Contract Documents conform to the following general standards of performance, in the order in which they are listed:

2.1 comply with Applicable Laws;

2.2 comply with the requirements of the Contract Documents;

2.3 apply its best and highest skill and attention to completing the Work in an expeditious and economical manner, consistent with the expressed best interests of the City and within the limitations of the Contract Sum Payable and Contract Time.

2.4 furnish efficient business administration of the Work, utilizing sufficient senior level management and other qualified personnel to manage the Work; and

2.5 conform to the standard of care applicable to those who provide construction of the type called for by the Contract Documents for projects of a scope and complexity that is comparable to the Project.

3. CONTRACT TIME/TIME FOR COMPLETION: The work shall be commenced on the date stated in the City’s Notice to Proceed.

3.1 Substantial Completion of Construction. Contractor shall achieve Substantial Completion of the entire Work not later than One-Hundred Forty (140) Business Days after the date of the City’s Notice to Proceed (NTP) with construction, subject only to Contract Adjustments to the Contract Time permitted by the Contract Documents.

3.2 Final Completion of Construction. Contractor shall achieve Final Completion of the work not later than Ten (10) Business Days after the original Substantial Completion date so as to achieve the Project duration of One-Hundred Fifty (150) Business Days from NTP for construction, subject only to Contract Adjustments to the Contract Time permitted by the Contract Documents.

3.3 Time is of the essence in the performance and completion of this Contract/Agreement.
4. LIQUIDATED DAMAGES TO CITY

Liquidated damages to the City shall be in the amount of $2,000.00 per day.

5. LIQUIDATED DAMAGES TO CONTRACTOR

Liquidated damages to the Contractor shall be in the amount of $2,000.00 per day.

6. CONTRACT PRICE/CONTRACT SUM/AMOUNT PAYABLE: The City shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including any applicable sales, use or other taxes or costs, the sum of one million nine hundred and ninety four thousand Dollars ($1,994,000), said sum being the total amount of such items stipulated in the Bid for the Project and subject to use as stated in the Contract for the Project.

7. CONTRACT DOCUMENTS: The complete Contract consists of any/all of the documents listed sections III, IV, and V. of the Notice to Contractors Calling for Prequalification Applications and Bids, and also including all Addenda issued as part of the Bid process, all of which are incorporated by reference herein as if set forth at length hereat. Any and all obligations of the City and the Contractor are expressly set forth therein or are reasonable inferable therefrom and any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete Contract for the Project are sometimes referred to as the Contract Documents, the Agreement, and/or the Contract.

Contractor:

KG Axis, Inc.

By: ____________________________

Official Authorized Signature

Kasra Ghobadi

Printed Name

Its: C.E.O

Title

Date

Award Approved by City Council on: ______________, 2023

City:

City of Inglewood

By: ____________________________

Official Authorized Signature

______________________________

Printed Name

Its: ____________________________

Title

______________

Date

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is:

Contractors State License Board
9821 Business Park Drive
Sacramento, CA 95827
Phone (800) 321-CSLB
http://www.cslb.ca.gov

City of Inglewood – Renovation of the Morningside Park Library RFB-0158
Attachment No. 2
STATE OF CALIFORNIA,
County of Los Angeles,
I declare, that I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk responsible for accepting, formatting and publishing legal notices in the Inglewood Daily News a newspaper of general circulation, printed and published weekly in the City of Inglewood, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Los Angeles, State of California, under the date of July 31, 1952, Case Number 601550; that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

2/23/2023
3/2/2023

All in the year 2023

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Inglewood, California,
this 2 day of March 2023

[Signature]

Debbie White

Code # HI-27922
Attachment No. 3
NOTICE TO CONTRACTORS CALLING FOR
PRE-QUALIFICATION APPLICATIONS AND BIDS
RFB - 0158
Renovation of the Morningside Park Library ("Project")
Pre-Qualification Application and Bid Due Date & Time:
April 10, 2023 @ 10:00 a.m.

To: Prospective Applicants and Bidders:

**ATTENTION: Please review this document as soon as you receive it. **

License Requirement: For this Project, all Applicants/Bidders are required to have the following valid California Contractor’s Licenses: License B.

Project Name: Renovation of the Morningside Park Library ("Project")

Bids will only be opened from those Bidders who pre-qualify for this procurement via this instant Call for Pre-Qualification Applications and Bids.

You can tell from filing out the Pre-Qualification Questionnaire and by applying the Uniform System of Rating Potential Bidders to your answers contained therein whether you will prequalify for this Project.

A. PRE-QUALIFICATION APPLICATION AND BID DOCUMENTS ARE LOCATED AT:

https://www.planetbids.com/portal/portal.cfm?CompanyId=45619

Select Bid Opportunities to view RFB-0158 Renovation of Morningside Park Library

B. SCOPE OF WORK: This Call for Pre-Qualification Applications and Bids involves the Renovation of the Morningside Park Library located at 3202 West 85th Street, Inglewood, CA 90305. This Project will be awarded to the lowest responsive and responsible pre-qualified bidder pursuant to this Call for Pre-Qualification Applications and Bids process. The Project is commonly known as and/or referred to as Renovation of the Morningside Park Library.

Scope Overview:

The Project will consist of the scope of work as generally described below:

The Morningside Library project is to refurbish and expand a small community library located at 3202 W. 85th St. The existing structure is approximately 2660 square feet and there will be approximately an 850 square foot addition to the rear of the building. Outside of the property line the driveway apron, curb, gutter, and sidewalk will be replaced, and a drop off lane will be added to the street per the civil drawings. Also, the front entry ramp, stairs and landscaping will need to be removed and replaced. The existing building structure will be gutted and taken down to the subfloor, interior plaster removed, and existing drop ceiling panels removed. The existing roofing will be removed and replaced with a new standing seam roof. All interior walls and existing bathrooms will be removed. All windows and doors will be replaced. A new electrical panel, lighting, and electrical outlets are to be provided. New security, IT, and AV are to be provided. All new interior finishes are to be provided and include a 2 1/2 inch raised floor system, flooring, drywall and paint and acoustical ceiling panels. Two single stall bathrooms are to be provided and a janitorial closet added. The successful bidder will need to provide and install a librarian’s desk and miscellaneous built-in wall shelving. This project will require a design/build fire sprinkler system and a fire alarm system. All appropriate abatement work as it relates to the asbestos report provided. The successful bidder will also be responsible for all site clean-up/disposal for items that are currently inside and outside the library property. The City will contract directly with a furniture vendor, but the successful bidder is to coordinate with the furniture and/or other vendors regarding installation of furnishings and coordination of technology systems.

City of Inglewood – Renovation of the Morningside Park Library RFB-0158
For the specific scope of work for this Project, please see, without limitation, Attachments W and X to this document, which are the Technical Specifications, Plans and Drawings. To view these Attachments in their entirety, please go to:

https://www.planetbids.com/portal/portal.cfm?CompanyId=45619

Select Bid Opportunities to view RFB-0158 Renovation of Morningside Park Library

**Project Schedule:**

- **Notice to Proceed to Substantial Completion:** One-Hundred Forty (140) Business Days; and
- **Substantial Completion to Final Completion:** Ten (10) Business Days.

*(See Supplementary Conditions for more detail)*

**Estimated Costs of Construction:** Approximately One Million Five-Hundred Thousand Dollars ($1,500,000.00).

C. **WHERE YOU MUST SUBMIT WHAT:**

1. Any **Requests for Clarifications, Interpretation, or Corrections**, must be submitted to:

   https://www.planetbids.com/portal/portal.cfm?CompanyId=45619

   Select Bid Opportunities to view RFB-0158 Renovation of Morningside Park Library

   Failure of an Applicant/Bidder to request clarification, interpretation, and/or correction of apparent errors or ambiguities waives the Applicant’s/Bidder’s right to object to a clarification, interpretation, and/or correction issued later by the Architect or the City of Inglewood.

2. Submission of **Statements of Qualifications** (“SOQ”), in hard copy form, go to:

   City Clerk’s Office
   1 West Manchester Boulevard
   Inglewood, California 90301

   On the outside of the envelope you must write:

   “Statements of Qualifications from [insert your Firm Name] - City of Inglewood – Renovation of the Morningside Park Library RFB-0158”.

   Submission of **Bids**, in hard copy form, go to:

   City Clerk’s Office
   1 West Manchester Boulevard
   Inglewood, California 90301

   On the outside of the envelope you must write:

   “BID from [insert your Firm Name] - City of Inglewood – Renovation of the Morningside Park Library RFB-0158”.

**HOW YOU MUST SUBMIT WHAT:**

Your: (1) **Statements of Qualifications**; and (2) BID must each be submitted in separate envelopes to the City Clerk’s Office on the same date and time as specified herein.

D. **WHEN YOU MUST SUBMIT WHAT:**
The date for submitting both is set forth in the Procurement Schedule.
See Procurement Schedule in Section II. A. below.

Note: DLSE/DIR Registration Requirements: The Contractor and the Subcontractors, of every Tier, shall be registered with the Department of Industrial Relations pursuant to Labor Code §§ 1725.5 and 1771.1 for the duration of time that Contractor is performing the Work under the Contract Documents. Neither Contractor nor any Subcontractor shall be qualified to submit a Bid/Proposal or be listed in a Bid/Proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of Work under the Contract Documents unless currently registered and qualified to perform public work pursuant to Section Labor Code §1725.5. Contractor shall not enter into any subcontract without proof of the potential Subcontractor’s registration. If an unregistered Contractor submits a bid, the City will deem such bid non-responsive. If any unregistered Contractor or Subcontractor performs Work on this Project at any time, the City of Inglewood has the right to cancel the Contract for cause.

The City of Inglewood reserves the right to reject any or all Pre-Qualification Applications and/or Bids, to accept or to reject any one or more items on a Pre-Qualification Application and/or Bid, or to waive any minor irregularities or informalities in the Pre-Qualification Applications and/or Bids or in the pre-qualification and/or bidding process.
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<th>Title of the Section (in bold)</th>
<th>Page #</th>
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<tr>
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<td></td>
</tr>
<tr>
<td>A.</td>
<td>Pre-Qualification Questionnaire (See Attachment A for additional Documents required to be submitted with it at end of this Document) (Pages 105-130)</td>
<td>20</td>
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<tr>
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<td>DOCUMENTS THAT MUST BE SUBMITTED WITH YOUR BID</td>
<td></td>
</tr>
<tr>
<td>B.</td>
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<td>22</td>
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<td>28</td>
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<td>F.</td>
<td>Non-Collusion Declaration</td>
<td>30</td>
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<td>G.</td>
<td>Non-Discrimination Declaration</td>
<td>31</td>
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<td>H.</td>
<td>Conflict of Interest Certification</td>
<td>32</td>
</tr>
<tr>
<td>I.</td>
<td>Workers Compensation Certification</td>
<td>33</td>
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<td>J.</td>
<td>Certifications and Representations</td>
<td>34</td>
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<tr>
<td>K.</td>
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<td>36</td>
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<td>L.</td>
<td>Evidence of Required Insurance</td>
<td>37</td>
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<tr>
<td>M.</td>
<td>Safety Statement Record</td>
<td>38</td>
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<td>N.</td>
<td>Designation of Subcontractors</td>
<td>39</td>
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<tr>
<td>O.</td>
<td>References</td>
<td>41</td>
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<td>P.</td>
<td>Acknowledgement of Addenda</td>
<td>42</td>
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<td>V.</td>
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<td>44</td>
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<td>Q.</td>
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<td>46</td>
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<td>R.</td>
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<td>48</td>
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<tr>
<td>S.</td>
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<td>51</td>
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<td>T.</td>
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<td>53</td>
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<tr>
<td>U.</td>
<td>General Conditions</td>
<td>53</td>
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<tr>
<td>V.</td>
<td>Supplementary Conditions</td>
<td>99</td>
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<tr>
<td>1.</td>
<td>Special Conditions</td>
<td>99</td>
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<tr>
<td>2.</td>
<td>Alternates</td>
<td>101</td>
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<tr>
<td>W.</td>
<td>Technical Specifications</td>
<td>102</td>
</tr>
<tr>
<td>X.</td>
<td>Project Plans</td>
<td>103</td>
</tr>
<tr>
<td>VI.</td>
<td>REFERENCE DOCUMENTS AND INFORMATION</td>
<td></td>
</tr>
<tr>
<td>Y.</td>
<td>Project Reference Documents and Information</td>
<td>104</td>
</tr>
</tbody>
</table>
SECTION I

NOTICE TO CONTRACTORS CALLING FOR PRE-QUALIFICATION APPLICATIONS AND BIDS

NOTICE IS HEREBY GIVEN that the City of Inglewood, California ("City"), will receive up to, but not later than 10:00 a.m. on April 10, 2023: (1) Statements of Qualification(s); and (2) Sealed Bids for the award of the Contract for the following project: Renovation of the Morningside Park Library located at 3202 West 85th Street, Inglewood, CA 90305 ("Project"). Only Bids from those Bidders who pre-qualify for this procurement via this instant Call for Pre-Qualifications Application and Bids will be opened.

Once prospective Pre-Qualified Bidders have been identified, the Bids received from such Bidders shall be opened. All other Bids will be returned and/or not opened.

The Lowest Competitive Bid shall be determined as described in the Bid Form, Line C (See Section IV. B. herein). Opened Bids shall be posted on Planet Bids.

Applicants/Bidders must attend a Mandatory Pre-Bid Conference and Job Walk currently scheduled to take place on March 14, 2023 at 9:00 am. All prospective Applicants/Bidders should report to Morningside Park Library located at 3202 West 85th Street, Inglewood, CA 90305. Failure to attend the entire Mandatory Pre-Bid Conference and Job Walk will disqualify an Applicant/Bidder from its Bid being opened and considered.

Due to the ongoing COVID-19 pandemic only general contractors and only one person per general contractor firm will be allowed to attend the Mandatory Pre-Bid Conference and Job Walk. All attendees must wear face coverings and adhere to other recognized guidelines to reduce the risk of contracting or transmitting COVID-19, including but not limited to social distancing, during the entire Mandatory Pre-Bid Conference and Job Walk. Any attendee that fails to do so, will be asked to leave and their attendance will not be recorded for the Mandatory Pre-Bid Conference and Job Walk. Public Contract Code 6610 requires the bid conference be set 5 days or more after publication of the advertisement for bids.

Each SOQ and Bid must conform and be responsive to the Request for Statement of Qualifications and Bid documents, copies of which are now on file and may be obtained at:


Select Bid Opportunities to view RFB-0158 Renovation of Morningside Park Library

Each SOQ shall be accompanied by all documents required by this Call for Pre-Qualification Applications and Bids, including without limitation, the Pre-Qualification Questionnaire which is Attachment “A” hereto. Attachment “A” is found at the very end of this/these documents for ease of detachment and submittal separate from the Required Bid documents.

Each Bid shall be accompanied by all documents required by the Bid Documents, including without limitation: (i) the security referred to in the Bid Documents; as well as Attachment “B”; and Attachments “D” through “P”.

Attachment “C” for the Project must be submitted by the Bidder within 48 hours of the Bid Opening Date.

The City reserves the right to reject any or all SOQ’s and/or Bids and waive any minor irregularities or informalities in any SOQ’s and/or Bids or in the Pre-Qualification and/or Bid process. No Applicant/Bidder may withdraw his SOQ or Bid for a period of sixty (60) days after the date set for the opening of the SOQ’s and Bids.

Each Applicant/Bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification of contractor’s license, for the work bid upon, and must maintain the appropriate and required license, in good standing, throughout the duration of the Contract.

In contracts involving expenditure in excess of $25,000, the Contractor to whom the Contract for the Project is awarded shall be required to post with the City, before any work starts, a Payment Bond issued by an admitted Surety approved to conduct business in the State of California approved by the City in the form set forth in the Contract Documents (Civil
Code Sections 9550 through 9566), as well as a Performance Bond issued by an admitted Surety approved to conduct business in the State of California approved by the City. City required forms for the Payment Bond and Performance Bond are found in Section V. and referred to as Attachments Q and R, respectively. No other Bond forms shall be accepted.

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract, copies of which are on file and will be made available to any interested party upon request. 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 said specified rates to all workers employed by them in the execution of the Contract.

SECTION II.

INFORMATION FOR APPLICANTS/BIDDERS

A. Specific

The following information is specific to this Call for Pre-Qualification Applications and Bids. Information stated in this Section II - “Information for Applicants/Bidders, paragraph A - Specific” supersedes any conflicting information which may be contained in Section II B hereof.

1. Procurement Schedule - SOQ/BID PROCESS TIMELINE: The following is the projected timeline for the procurement related to the Project. All dates and times listed are TENTATIVE and subject to change in the discretion of the City. Any changes to dates and/or times listed below will be announced via Addendum:

<table>
<thead>
<tr>
<th>DATE AND TIME</th>
<th>DEADLINE / PROCESS DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>February 23, 2023</td>
<td>PlanetBids Posting of Procurement Documents</td>
</tr>
<tr>
<td>February 23, 2023</td>
<td>Legal Notice Publications</td>
</tr>
<tr>
<td>March 14, 2023 at 9:00 am</td>
<td>Mandatory Pre-Bid Conference and Job Walk:</td>
</tr>
<tr>
<td>March 21, 2023</td>
<td>Final Date/Deadline to Submit Requests for Clarifications</td>
</tr>
<tr>
<td>March 27, 2023</td>
<td>Date for City to Issue Final Addendum regarding Pre-Qualification and Bids</td>
</tr>
<tr>
<td>April 10, 2023 @ 10:00 a.m.</td>
<td>SOQ and BID Submission Deadlines</td>
</tr>
<tr>
<td>DATE AND TIME</td>
<td>DEADLINE / PROCESS DESCRIPTION</td>
</tr>
<tr>
<td>--------------</td>
<td>--------------------------------</td>
</tr>
<tr>
<td>April 10, 2023 @ 11:00 a.m.</td>
<td>SOQ Opening in City Clerk’s Office</td>
</tr>
<tr>
<td>April 13, 2023 @ 11:00 a.m.</td>
<td>Bid Opening from Pre-Qualified Bidders in the City Clerk’s Office</td>
</tr>
<tr>
<td>TBD</td>
<td>City Council to Vote on Award of Contract to Lowest Responsive and Responsible Bidder</td>
</tr>
<tr>
<td>TBD</td>
<td>Pre-Construction Conference – Construction</td>
</tr>
<tr>
<td>TBD</td>
<td>Notice to Proceed</td>
</tr>
</tbody>
</table>

2. **MANDATORY PRE-BID CONFERENCE/JOB WALK**: Each prospective Applicant/Bidder is responsible for fully acquainting him/herself with the conditions of the Project Site, as well as those conditions that relate to the construction of and labor for the Project, to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to complete the Project. To this end, a Mandatory Pre-Bid Conference and Job Walk will be held on the date and time and place as indicated immediately above and in Section I hereof. There will be a ten minute “grace period” from the stated start time to sign in.

Applicants/Bidders will be required to sign-in at the Mandatory Pre-Bid Conference. Any SOQ and/or Bid submitted by an Applicant/Bidder whose name does not appear on the sign-in sheet, or who was asked to leave the Mandatory Pre-Bid Conference for refusal to adhere to COVID-19 guidelines, shall be considered Non-Responsive.

3. **SCOPE OF WORK**: (See Section I above).

4. **INTERPRETATION OF DOCUMENTS AND ADDENDA**: If any person contemplating submitting a SOQ and Bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed Contract Documents, or finds discrepancies in, or omissions from the specifications, they are instructed to submit clarification requests via PlanetBids at:


   Select Bid Opportunities to view RFB-0158 Renovation of Morningside Park Library

Failure to request interpretation or clarification of any portion of the Contract Documents pursuant to the foregoing is a waiver of any discrepancy, defect or conflict therein. It is the sole and exclusive responsibility of the Applicant/Bidder to submit such clarification request no later than as required by this document. Any clarification request of any Applicant/Bidder, pursuant to this paragraph that is made after the deadline date and time specified
in Section II A 1 - “SOQ/Bid Process Timeline” shall be deemed untimely. Any response to an Applicant’s/Bidder’s request for clarification, as well as any interpretation or correction of the proposed Contract Documents will be made only by Addendum duly issued via PlanetBids at:


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The City will not be responsible for any other explanation or interpretation of the proposed documents.

Any Addenda or bulletins issued by the City during the time of pre-qualification and bidding or forming a part of the documents issued to the Applicant/Bidder for the preparation of the SOQ and Bid shall be covered in the SOQ and Bid and shall be made a part of the Contract. The Applicant/Bidder shall note in the applicable spaces provided on the Bid Form any and all Addenda numbers issued by the City for this Call for Pre-Qualification Applications and Bids process.

The City may issue an Addendum or notification of Addenda to prospective Applicants/Bidders via PlanetBids at:


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However, it is Applicant’s/Bidder’s responsibility to routinely check PlanetBids for issued Addenda, etc.

5. ATTACHMENTS THAT MUST BE SUBMITTED WITH YOUR SOQ AND BID (note exception for Attachment C): An Applicant’s/Bidder’s SOQ and Bid submittal must include the following Attachments, completely filled out, and signed by the authorized signatory of the Applicant’s/Bidder’s company and/or business, in order to be considered a responsive SOQ and Bid:

<table>
<thead>
<tr>
<th>Attachments</th>
<th>Description of the Attachment</th>
<th>Number of Attachments for this Procurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Pre-Qualification Questionnaire</td>
<td>One. (See Section II A.5.1 and Attachment A in Section III)</td>
</tr>
<tr>
<td>B</td>
<td>Bid Form</td>
<td>One. (See Section II A.5.2 and Attachment B in Section III)</td>
</tr>
<tr>
<td>C</td>
<td>Summary of Costs and Bid Breakdown</td>
<td>One. (See Section II A.5.3 and Attachment C in Section III). <strong>An Attachment C for this Project must be submitted to the location stated on Attachment C within 48 hours after the Bid Opening Date.</strong></td>
</tr>
<tr>
<td>D</td>
<td>Bid Bond</td>
<td>One. (In an amount that is ten percent (10%) of the Total Bid Price listed on Line C of your Bid Form. See Attachments B and D in Section III and Section II A.5.4)</td>
</tr>
<tr>
<td>E</td>
<td>Declaration of Sufficiency of Funds</td>
<td>One. (See Section II A.5.5 and Attachment E in Section III)</td>
</tr>
<tr>
<td>F</td>
<td>Non-Collusion Declaration</td>
<td>One. (See Section II A.5.6 and Attachment F in Section III)</td>
</tr>
<tr>
<td>G</td>
<td>Non-Discrimination Declaration</td>
<td>One. (See Section II A.5.7 and Attachment G in Section III)</td>
</tr>
<tr>
<td>H</td>
<td>Conflict of Interest Certification</td>
<td>One. (See Section II A.5.8 and Attachment H in Section III)</td>
</tr>
<tr>
<td>I</td>
<td>Certification Regarding Workers Compensation</td>
<td>One. (See Section II A.5.9 and Attachment I in Section III)</td>
</tr>
<tr>
<td>J</td>
<td>Certifications and Representations</td>
<td>One. (See Section II A.5.10 and Attachment J in Section III)</td>
</tr>
<tr>
<td>K</td>
<td>Authority to Release Information</td>
<td>One. (See Section II A.5.11 and Attachment K in Section III)</td>
</tr>
<tr>
<td>L</td>
<td>Evidence of Required Insurance</td>
<td>One. (See Section II A.5.12 and Attachment L in Section III)</td>
</tr>
<tr>
<td>M</td>
<td>Safety Record Statement</td>
<td>One. (See Section II A.5.13 and Attachment M in Section III)</td>
</tr>
<tr>
<td>N</td>
<td>Designation of Subcontractors</td>
<td>One. (See Section II A.5.14 and Attachment N in Section III)</td>
</tr>
<tr>
<td>O</td>
<td>References</td>
<td>One. (See Section II A.5.15 and Attachment O in Section III)</td>
</tr>
<tr>
<td>P</td>
<td>Acknowledgement of Addenda</td>
<td>One. (See Section II A.5.16 and Attachment P in Section III)</td>
</tr>
</tbody>
</table>

**IMPORTANT:** Attachment “A” is required to be submitted in the Applicant’s/Bidder’s SOQ.

Attachments “B” and “D” through “P” are required to be submitted in the Applicant’s/Bidder’s Bid Submittal Package. Attachment “C” for the Project must be submitted within 48 hours of the SOQ and Bid Opening Date.

These are all mandatory forms and cannot be altered by the Applicant/Bidder. Altering any text on the Attachments may cause your SOQ and Bid to be rejected as Non-Responsive in the discretion of the City.

For further instructions on filling out, signing, submitting, etc. these required Attachments, please see Section III – “Attachments to SOQ and Bid That Must Be Submitted” below.

5.1 Attachment A - Pre-Qualification Questionnaire: The Pre-Qualification Questionnaire, also identified herein as Attachment “A”, must be completely and correctly filled out using the required form set forth and/or referred to therein, per the instructions contained in Attachment “A”. No erasures or alterations are permitted. The Pre-Qualification and related documents must be submitted on the due date for receiving Pre-Qualification Questionnaires and Bids. See Attachment “A” for more information regarding how to complete the Pre-Qualification Questionnaire and the evaluation and scoring of the Pre-Qualification Questionnaire by the City.

5.2 Attachment B - BID FORM: The Bid Form is affixed to the Bid Documents as Attachment “B” and must be filled out and submitted with your Bid as required by the Bid Documents. Follow any additional instructions on Attachment “B”.

5.3 Attachment C - Summary of Costs and Bid Breakdown: The Summary of Costs and Bid Breakdown is affixed to the Bid Documents as Attachment “C” and must be filled out and submitted within 48 hours of the Bid Opening Date. Follow any additional instructions on Attachment “C”.

5.4 Attachment D - Bid Bond: The Bid Bond is affixed to the Bid Documents as Attachment “D” and must be filled out and submitted with your Bid as required by the Bid Documents. The Bid Bond Amount shall be equal to Ten Percent (10%) of your Bid Total shown on Attachment A. Follow any additional instructions on Attachment “D”.

5.5. Attachment E - Declaration of Sufficiency of Funds: The Declaration of Sufficiency of Funds is affixed to the Bid Documents as Attachment “E” and must be filled out and submitted with your Bid as required by the Bid Documents. Follow any additional instructions on Attachment “E”.

5.6 Attachment F - Non-Collusion Declaration: The Non-Collusion Declaration is affixed to the Bid Documents as Attachment “F” and must be filled out and submitted with your Bid as required by the Bid Documents. Follow any additional instructions on Attachment “F”.

5.7 Attachment G - Non-Discrimination Declaration: The Non-Discrimination Declaration is affixed to the Bid Documents as Attachment “G” and must be filled out and submitted with your Bid as required by the Bid Documents. Follow any additional instructions on Attachment “G”.

City of Inglewood – Renovation of the Morningside Park Library RFB-0158
5.8 Attachment H - Conflict of Interest Certification: The Conflict of Interest Certification is affixed to the Bid Documents as Attachment "H" and must be filled out and submitted with your Bid as required by the Bid Documents. Follow any additional instructions on Attachment "H".

5.9 Attachment I - Certification Regarding Workers Compensation: The Certification Regarding Workers Compensation is affixed to the Bid Documents as Attachment "I" and must be filled out and submitted with your Bid as required by the Bid Documents. In accordance with the provisions of Section 3700 of Labor Code, Contractor shall secure the payment of compensation to his employees. Contractor shall sign and file with the City the Certification before performing any Work under the Contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker’s compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance any of the Work of this Contract." Follow any additional instructions on Attachment "I".

5.10 Attachment J - Certifications and Representations: The Certifications and Representations form is affixed to the Bid Documents as Attachment "J" and must be filled out and submitted with your Bid as required by the Bid Documents. Follow any additional instructions on Attachment "J".

5.11 Attachment K - Authority to Release Information: The Authority to Release Information form is affixed to the Bid Documents as Attachment "K" and must be filled out and submitted with your Bid as required by the Bid Documents. Follow any additional instructions on Attachment "K".

5.12 Attachment L - Evidence of Required Insurance: The Evidence of Required Insurance form is affixed to the Bid Documents as Attachment "L" and must be filled out and submitted with your Bid as required by the Bid Documents. Follow any additional instructions on Attachment "L".

5.13 Attachment M - Safety Record Statement: The Safety Record Statement is affixed to the Bid Documents as Attachment "M" and must be filled out and submitted with your Bid as required by the Bid Documents. Follow any additional instructions on Attachment "M".

5.14 Attachment N - Designation of Subcontractors: The Designation of Subcontractors form is affixed to the SOQ and Bid Documents as Attachment "N". Attachment "N" must be filled out in its entirety and submitted with your SOQ and Bid as required by the SOQ and Bid Documents. Subcontractor’s license numbers and public works contractor registration numbers issued pursuant to Section 1725.5 of the Labor Code must be included on the Designation of Subcontractors. Applicant/Bidder shall be solely responsible to correct any errors in the listing of the Subcontractor’s contractor license number and public works contractor registration numbers. Any corrections to contractor license or public works contractor registration numbers listed on the Designation of Subcontractor’s List must be submitted via U.S. Mail or personal delivery to: Harjinder Singh, Inglewood City Hall, 1 Manchester Boulevard, Floor, Inglewood, California 90301 within 24 hours after the Bid opening. Failure to correct any errors in the listing of a Subcontractor’s contractor license numbers and/or public works contractor registration numbers will result in your Bid being deemed Non-Responsive. Follow any additional instructions on Attachment "N".

5.15 Attachment O - References: The References form is affixed to the Bid Documents as Attachment "O" and must be filled out and submitted with your Bid as required by the Bid Documents. Bidder must be able to present evidence of satisfactory experience providing similar goods and/or services as those specified in this Request for Bid. Follow any additional instructions on Attachment "O".

5.16 Attachment P - Acknowledgement of Addenda: The Acknowledgement of Addenda form is affixed to the Bid Documents as Attachment "P" and must be filled out and submitted with your Bid as required by the Bid Documents. Follow any additional instructions on Attachment "P".

THE FOREGOING ATTACHMENTS BECOME PART OF THE CONTRACT DOCUMENTS AFTER AWARD OF THE CONTRACT.

6. ATTACHMENTS THAT ARE NOT TO BE SUBMITTED WITH YOUR BID: The following Attachments, found in Section IV - "Attachments That Are Not Submitted With Bid", and which are identified immediately below, are provided for the Applicant/Bidder’s information, reference, and consideration in making its SOQ and Bid for the Project as they can all materially affect the cost of construction. Attachments "Q" through "Y" identified below are not to be turned in with your Bid submittal package:
The Attachments identified immediately above are NOT SUBMITTED WITH YOUR BID. However, Attachments “Q” through “X”, will and do become part of the Contract Documents after award of the Contract(s). Attachment “Y” is NOT SUBMITTED WITH YOUR BID. SHALL NOT become, part of the Contract Documents for the Project. The City makes no representation or warranty as to the accuracy and/or completeness of the information contained in the reference documents contained in Attachment Y and hereby specifically disclaims the accuracy and/or completeness of such reference documents in Attachment Y. However, Applicants/Bidders should review, ask questions about, and/or request to inspect and/or test areas and/or site locations, to make certain you are fully aware how the information contained therein could materially affect your bid pricing.

6.1 Attachment Q - Payment Bond Form: The Payment Bond Form is affixed to the Bid Documents as Attachment “Q” and is not turned in with your Bid. It is a mandatory form that the successful Applicant/Bidder must post with the City for the Project before any work on the Project begins and will become part of the Contract Documents for the Project. The Payment Bond must be in the amount of 100 percent of the total amount payable. The Payment Bond must be executed by an admitted Surety approved to conduct business in the State of California which meets the highest standards the City is legally permitted to establish.

6.2 Attachment R - Performance Bond Form: The Performance Bond Form is affixed to the Bid Documents as Attachment “R” and is not turned in with your Bid. It is a mandatory form that the successful Applicant/Bidder must post with the City for this Project before any work for this Project begins and will become part of the Contract Documents for the Project. The Performance Bond must be in the amount of 100 percent of the total amount payable and must be executed by an admitted Surety approved to conduct business in the State of California which meets the highest standards the City is legally permitted to establish.

6.3 Attachment S - Escrow Agreement Form: The Escrow Agreement Form is affixed to the Bid Documents as Attachment “S” and is not turned in with your Bid. It is an optional form that the successful Applicant/Bidder may post with the City before any work for the Project begins and will become part of the Contract Documents for the Project if the Contractor elects to have retention from progress payments placed into an Escrow Account as permitted by Public Contract Code section 22300.

6.4 Attachment T - Agreement Form: The Agreement Form is affixed to the Bid Documents as Attachment “T” and is not turned in with your Bid. It is a mandatory form that the successful Bidder must sign without exception and submit to the City before any work on the Project begins. The Agreement Form will become part of the Contract Documents for the Project.

6.5 Attachment U - General Conditions: The General Conditions are affixed to the Bid Documents as Attachment “U” and are not turned in with your Bid. The General Conditions will become part of the Contract Documents for the Project.
6.6 Attachments V.1 through V.2 Supplementary Conditions: The Supplementary Conditions are affixed to the Bid Documents as Attachments "V.1 through V.2" and are not turned in with your Bid. These Supplementary Conditions include, without limitation the: Special Conditions; and other specific terms and conditions regarding the Project. Supplementary Conditions will become part of the Contract Documents for the Project.

6.7 Attachment W - Technical Specifications: The Technical Specifications are affixed to the Bid Documents as Attachment "W" and are not turned in with your Bid. These are the Technical Specifications for the Project and will become part of the Contract Documents for the Project.

6.8 Attachment X - Project Plans ("Plans"): The Project Plans are affixed to the Bid Documents as Attachment "X" and are not turned in with your Bid. These are Plans for the Project and will become part of the Contract Documents for the Project, and are to be considered diagrammatic only, unless an express (written) indication to the contrary appears on a particular page/sheet thereof.

6.9 Attachment Y - Reference Documents and Information: Attachment Y are the Project Reference Documents that the City is aware of that will or could affect the pricing of your Bid. As such, a Bidder should carefully review and evaluate same as failure to do so could materially affect the price of a Bid. These documents are not to be turned in with your Bid and will not become part of the Contract Documents. The reports, documents, and other information provided in Section V below are provided as "Information Available" for the Project and for reference only. The reports, documents, and other information are not, and shall not become, part of the Contract Documents for the Project. The City makes no representation or warranty as to the accuracy and/or completeness of the information contained in the reports, documents, and other information, and hereby specifically disclaims the accuracy and/or completeness of such reports, documents, and other information. The City has no independent information, independent knowledge, and no expertise, as to what the contents of the reports, documents, and other information mean, and/or how same may or may not affect construction of the anticipated Project. The City makes the disclosure of the existence of the reports, documents, and other information, and all of their contents to ensure that the reports, documents, and other information, and their contents are made known and are equally available to the Bidder/Contractor as they are to the City. The Contractor is solely responsible for determining any impact on the Project and the Bidder’s/Contractor’s pricing and costs regarding the Project and its Bid for the Project.

7. BIDDER’S SAMPLES TO BE SUBMITTED AT TIME OF BID:

Not required.

B. General

1. PREPARATION OF THE VARIOUS FORMS MAKING UP YOUR SOQ AND BID: The City invites the submission of SOQ’s on Attachment “A” and the submission of Bids on Attachments “B” through “P” to be submitted at such time and place as is stated in the Notice/Invitation to Contractors Calling for Pre-Qualification Application and Bids, and not later than such date and time. Any and all blanks in the SOQ and Bid forms should be appropriately filled in, and, regarding the Bid forms, all prices must be stated in words and figures. In the Bid forms where unit pricing is requested, and a calculation is incorrectly made, the City will automatically re-calculate and correct the extended amount(s). All SOQ’s and Bids must be submitted in separate sealed envelopes bearing on the outside the name of the Applicant/Bidder, his/her address, and the name of the project for which the SOQ and Bid is submitted. It is the sole responsibility of the Applicant/Bidder to see that his/her SOQ and Bid is received in proper time. All SOQ’s and Bids received after the scheduled closing time for receipt of SOQ’s and Bids will be returned to the Applicant/Bidder unopened. Bid Amount shall be submitted on Attachment “B”.

2. SUMMARY OF COSTS AND BID BREAKDOWN: Attachment “C” does not constitute, nor does it take the place of, a Schedule of Values, established post award. An Attachment “C” for this Project must be submitted within 48 hours of the Bid Opening Date.

3. BID BOND OR SECURITY: Each Bid shall be accompanied by cash, a certified or cashier’s check payable to City, or a satisfactory Bid Bond in favor of City executed by the Bidder as principal and an admitted surety approved to conduct business in the State of California as surety, in an amount that is equal to Ten Percent (10%) of the Total

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Bid Amount. If a Bid Bond is submitted, it shall be submitted on the form affixed hereto as Attachment “D”. Note the instructions on Attachment “D”. The check or Bid Bond shall be given as a guarantee that the Applicant/Bidder shall execute the Contract if it is awarded to Contractor in conformity with the Contract Documents.

4. **NO FAXED AND ELECTRONIC MAIL SOQ's and BIDS:** All SOQ’s and Bids must be in paper format under sealed cover. To ensure the separate SOQ and Bid packages remains sealed until the SOQ and Bid opening date and time, clearly indicate the information required above on the outside of the packages. The City will not accept any SOQ’s and Bids or SOQ and Bid modifications submitted by facsimile or electronic mail transmission.

5. **SIGNATURE:** The SOQ and Bid must be signed in the name of the Applicant/Bidder and must bear the signature in longhand of the person or persons duly legally authorized to sign the SOQ and Bid.

6. **MODIFICATIONS:** Changes in or additions to the Pre-Qualification Questionnaire and/or Bid Form, recapitulations of the work bid upon, alternative proposals, or any other modification of the Pre-Qualification Questionnaire and/or Bid Form which is not specifically called for in the Contract Documents may result in the City’s rejection of the SOQ and/or Bid as being Non-Responsive to the Notice To Contractors Calling for Pre-Qualification Applications and Bids. No oral, email or telephonic modification of any SOQ and/or Bid submitted will be considered and a telegraphic modification may be considered only if the postmark shows that a confirmation of the telegram duly signed by the Applicant/Bidder was placed in the mail before the opening of the SOQ’s and Bids.

7. **ERASURES/MUTILATION OF BID DOCUMENTS:** The Bid Form submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the initials or surname(s) of the Applicant’s/Bidder’s authorized person(s) making such changes. Any Bid not conforming with the foregoing may be deemed by the City to be non-responsive. If any Bid or portions thereof, is determined by the City to be illegible, ambiguous or inconsistent, whether by virtue of any erasures, interlineations, corrections or otherwise, the City may reject such Bid as being non-responsive. Contractors should not deface or mutilate the Bid Documents to the extent that they may not be usable for construction purposes. Bid Documents obtained under deposit shall be returned within 10 days after SOQ and Bid opening.

8. **EXAMINATION OF SITE AND CONTRACT DOCUMENTS:** Each Applicant/Bidder may visit the site of the proposed work and fully acquaint itself with the conditions relating to the construction and labor so that it may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the Contract Documents. Applicants/Bidders shall thoroughly examine and be familiar with the drawings and specifications. The failure or omission of any Applicant/Bidder to receive or examine any Contract Documents, form, instrument, Addendum, or other document or to visit the site and acquaint itself with conditions there existing shall in no way relieve any Applicant/Bidder from obligations with respect to its Bid or to the Contract Documents. The Applicant/Bidder is responsible to obtain any geotechnical and/or soils report pertaining to the sites of the work. Although any such report does not operate as a warranty or guarantee of site conditions, the submission of a Bid shall be taken as prima facie evidence of compliance with all terms of this Section. Check thoroughly all Reference Documents and information as such could materially affect the cost of your Bid.

Each Applicant/Bidder, by making its Bid represents and warrants that it has read and understands the Contract Documents, Bid Documents, site and other existing conditions in any facilities that are a part of the Project, and any and all related reports and information. After executing the Contract, no consideration will be given to any claim of misunderstanding of the Bid Documents and/or Contract Documents.

Each Applicant/Bidder, by making its Bid, represents and warrants that it has visited the site, inspected the areas of the work, and familiarized itself with the local conditions under which the work is to be performed, including subsurface conditions. Such inspections shall specifically consider requirements for accessing the site and determining that the work can be completed as required by, and as shown in, the Contract Documents.

With City’s approval, including provision of insurance as required, and after scheduling access with the City, each Applicant/Bidder may conduct additional site investigations at the Applicant’s/Bidder’s sole cost within the time frame before the date SOQ’s and Bids are due.

9. **WITHDRAWAL OF BIDS:** Any Applicant/Bidder may withdraw its Bid either personally, by written request, or by email request to Bianca Plascencia, Purchasing Manager, at: bplascencia@cityofinglewood.org with a copy thereof sent to Harjinder Singh at: hsinh@cityofinglewood.org and confirmed in the manner specified above at any time before the scheduled closing time for receipt of SOQ’s and Bids.
10. AGREEMENTS AND BONDS: The Agreement Form (Attachment "T") which the successful Applicant/Bidder, as Contractor, will be required to execute, and the forms and amounts of the Payment Bond and Performance Bond, which Contractor will be required to furnish at the time of execution of the Agreement Form, are included in the Bid/Contract Documents and shall be carefully examined by the Applicant/Bidder. The required number of executed copies of the Agreement, the Performance Bond, and the Payment Bond is as specified in the Bid Documents.

The Payment Bond (Attachment "Q") must be executed by an admitted Surety approved to conduct business in the State of California which meets the highest standards the City is legally permitted to establish and which it has established and must be in the amount of 100 percent of the total amount payable under the Contract for the Project.

The Performance Bond (Attachment "R") must be executed by an admitted Surety approved to conduct business in the State of California which meets the highest standards the City is legally permitted to establish and which it has established and must be in the amount of 100 percent of the total amount payable under the Contract for the Project.

Bonds shall be in the form set forth in the Bid Documents and Contract Documents.

11. INTERPRETATION OF PLANS AND DOCUMENTS: If any person and/or entity contemplating submitting an SOQ and Bid for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications, or other information pertaining to the site (including any available soils or geotechnical report) or finds discrepancies in, or omissions from the drawings and specifications, Applicant/Bidder is hereby required in accordance with Public Contract Code section 1104 to submit to the City a written request for an interpretation, clarification, and/or correction thereof. If any Applicant/Bidder contemplating submitting an SOQ and Bid for the proposed contract is in doubt as to the true meaning of any other Contract Documents, Applicant/Bidder is hereby required to submit to the City a written request for interpretation, clarification, and/or correction thereof. The person submitting such requests will be responsible for its/them prompt delivery. Any interpretation, clarification, and/or correction of the Contract Documents or other available information will be made only by Addendum duly issued and a copy of such Addendum will be emailed to each person receiving a set of the Contract Documents. At the option of the City, all Addenda may be mailed, delivered, faxed, made available for pick-up, or sent via electronic mail. City shall have the option to send a hard copy via regular mail or overnight delivery, at the option of City. No oral interpretation, clarification, and/or correction of any provision in the Contract Documents will be made to any bidder. Numbers spelled out in words will take precedence over numerals/figures.

12. BIDDERS INTERESTED IN MORE THAN ONE BID AND BIDDERS NOT QUALIFIED TO BID: No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one Bid for the same work unless Alternate Bids are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to an Applicant/Bidder, or that has quoted prices of materials to an Applicant/Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Applicants/Bidders or making a prime proposal. No person, firm, or corporation shall be allowed to submit a SOQ and/or Bid who has participated in the preparation of contract specifications; an SOQ and/or Bid by such a person, firm or corporation shall be determined to be Non-Responsive.

13. AWARD OF CONTRACT: The City reserves the right to reject any or all SOQ’s and/or Bids, or to waive any minor irregularities or informality in any SOQ’s and/or Bids or in the Pre-Qualification and/or Bidding process. The award of the Contract, if made by the City, will be to the lowest responsive and responsible prequalified Applicant/Bidder.

14. METHOD OF DETERMINING LOWEST BID: See Attachment "B" (Bid Form) for the method to be used to determine the Low Bid for this procurement. Notwithstanding the method used by the City to determine the lowest responsible bidder, the City retains the right to add to or deduct from the Contract any of the additive or deductive items, if any, included in the bid solicitation, including by way of any Addenda, after the lowest responsible bidder has been determined.

15. EVIDENCE OF RESPONSIBILITY: The Applicant/Bidder shall submit with its Bid satisfactory evidence showing the Bidder’s financial resources using Attachment "E" (Declaration of Sufficiency of Funds). Additionally, an Applicant's/Bidder's Bid that is under consideration for award of the Contract, and upon request by the City, the Applicant/Bidder shall submit promptly to the City satisfactory evidence showing the Applicant’s/Bidder’s construction experience in the type of work being required by the City, and his/her organization available for the performance of the Contract and any other required evidence of the Applicant’s/Bidder’s qualifications to perform the proposed Contract. The City may consider such evidence before making its decision awarding the proposed Contract. Failure to submit this requested evidence may result in rejection of the Bid.

City of Inglewood – Renovation of the Morningside Park Library RFB-0158
16. LISTING SUBCONTRACTORS: Each Applicant/Bidder shall submit with his/her sealed Bid a list of the proposed Subcontractors for the Project that is the subject of the Bid Solicitation as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code sections 4100, et seq.). Use the form provided as Attachment "N" to the Pre-Qualification and Bid Documents to comply with this Bid requirement.

18. WORKERS' COMPENSATION: In accordance with the provisions of section 3700 of the Labor Code, the selected Contractor shall secure the payment of compensation to his/her employees. Contractor shall sign and submit with its Bid the Certification provided as Attachment "I" to the Pre-Qualification and Bid Documents to comply with this Bid requirement.

19. SUBSTITUTION OF SECURITY: Monies withheld by the City to ensure performance under the Contract(s) may be released in accordance with Public Contract Code section 22300 and the Contract Documents.

20. CONTRACTOR'S LICENSE: If, at the time the SOQ's and Bids are opened, Applicant/Bidder is not licensed to perform the Project(s) in accordance with Division 3, chapter 9 of the Business and Professions Code of the State of California (Section 7028.15) and the Notice to Contractors Calling for Pre-Qualification Applications and Bids, the Bid will not be considered.

21. STORM WATER PERMIT FOR CONSTRUCTION ACTIVITY (IF APPLICABLE): It shall be the responsibility of the successful Applicant/ Bidder to adhere to and comply with all requirements of the State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (Permit). The successful Applicant/Bidder shall be solely responsible for implementing a Storm Water Pollution Prevention Plan (SWPPP) before initiating work; including compliance with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by Permit and as required by the General Conditions. It shall be the responsibility of all Applicants/Bidders to evaluate and include in the Bid price the cost of complying with the SWPPP and any necessary revisions to the SWPPP. The successful Applicant/Bidder shall also include in his Bid the cost of monitoring as required by the Permit.

Where applicable to the work of the Contract(s), City shall make available to Contractor a copy State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (the "Permit"). Contractor shall obtain the Permit from City before bidding on the Contract(s). City shall also provide Contractor with a copy of the Storm Water Pollution Prevention Plan (SWPPP) at least two weeks before the opening of Bids. Contractor shall be responsible for implementing and complying with the provisions of the Permit and the SWPPP pursuant to the General Conditions hereof, including requirements specified in other parts of the Contract Documents. It shall be Contractor's responsibility to evaluate and include in the Bid price the cost of compliance with the SWPPP and the cost of monitoring as required by the Permit.

22. ETHICS IN BIDDING: The City expects the Applicants/Bidders to maintain high ethical standards in engaging in the competitive bidding process. The Bid amount of one Applicant/ Bidder should not be divulged to another before the award of the Contract, nor should it be used by Contractor to secure a lower proposal from another Applicant/Bidder on the Project (bid shopping). Subcontractors or Suppliers should not request information from the Contractor regarding any other sub-bid in order to submit a lower proposal on the Project (bid peddling). City will consider any Applicant/Bidder found to be engaging in such practices to be a Non-Responsible Bidder and may reject its Bid on that ground.

23. CONFLICT OF INTEREST AND PROHIBITED INTERESTS: No officer, employee, or any other agent of the City authorized in any capacity on behalf of the City to exercise any fiduciary, executive, or other similar functions, shall be allowed to possess or accept, directly or indirectly, or in any part thereof, any financial interest in any contract(s), Bid or other procurement activity of the City. Additionally, no officer, employee, or any other agent of the City similarly authorized, shall be allowed to possess or accept any form of gift, payment, undue advantage or influence, directly or indirectly, or in any part thereof. Use Attachment "H" to comply with this Bid requirement. The City reserves the right to reject any Applicant/Bidder or Contractor if any such conflict is discovered, and subsequently award to the next lowest responsive and responsible pre-qualified Bidder. All City contracts, bids and procurement transactions are executed in compliance with Government Codes 1090 et. sequitur, 87100 et sequitur, and 89503 et sequitur.

24. SUBSTITUTIONS AND SPECIAL BRAND NAMES: In accordance with Public Contract Code section 3400 "before or after the award of the contract(s)" City must provide for "submission of data substantiating a request for a substitution of "an equal" item." Therefore, no later than thirty-five (35) days after award of the Contract(s), if the Applicant/Bidder is requesting substitution of "an equal" item or product or work, the make and grade of the item,

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product or work which is to be substituted shall be provided to the City representative. The documentation submitted must include any and all illustrations, specifications, and other relevant data including catalogue information which describes the substituted item or product or work and substantiates that it is an "equal" to the specified item or product or work. In addition, the submitted documentation must also include a statement of the cost implications of the substitution being requested stating whether and why the substitution will reduce or increase the Contract price. The documentation submitted must also include information regarding the durability and life cycle cost of the substituted item, product or work. Substantiating data shall include a Declaration signed by the Applicant/Bidder/Contractor under penalty of perjury stating that the substituted item or product or work is equivalent to the specified item or product of work in every way except as listed on the Declaration. Whenever possible, the same substitution information is to be included in the sealed Bid Submittal package. Failure to submit all the needed substantiating data, including the signed Declaration, may result in a determination that the Bid is Non-Responsive. APPLICANTS/BIDDERS ARE SPECIFICALLY NOTIFIED THAT THE SUBMISSION OF HIS/HER DOCUMENTATION IN NO WAY OBLIGATES THE CITY OR ITS REPRESENTATIVE TO REVIEW SUCH DOCUMENTATION BEFORE THE AWARD OF THE CONTRACT. FURTHERMORE, AFTER AWARD OF THE CONTRACT, IF A PROPOSED SUBSTITUTION IS REJECTED, APPLICANT/BIDDER SHALL BE RESPONSIBLE TO PROVIDE THE ITEM OR PRODUCT OR WORK AS ORIGINALLY SPECIFIED AT NO ADDITIONAL COST TO THE CITY. THE CITY HAS THE COMPLETE AND SOLE DISCRETION TO DETERMINE IF AN ITEM OR ARTICLE IS AN "EQUAL" ITEM.

25. LABOR COMPLIANCE: The Contract to be awarded under this procurement are subject to relevant provisions of the Labor Code including, but not limited to, Labor Code Section 1771.4 including, but not limited to, compliance monitoring and enforcement by the Department of Industrial Relations and any Subcontractors are required to review and comply with the provisions of the California Labor Code, Part 7, Chapter 1, beginning with Section 1720, and the regulations of the Department of Industrial Relations. These statutory and regulatory provisions contain specific requirements, for example, including maintaining, certifying and submitting payroll records to the Department of Industrial Relations, concerning the determination and payment of prevailing wages, retention, inspection, and auditing of payroll records, use of apprentices, payment of overtime compensation, securing of workers compensation insurance, and various criminal penalties or fines which may be imposed for violations of the requirements of the chapter. Submission of an SOQ and Bid constitutes Contractor's representation that is has thoroughly reviewed these requirements.

26. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY. This is applicable to all contracts and/or agreements funded in part or in whole with federal funds. The Contractor agrees to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98). The Contractor/Supplier certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
(b) Have not, within a three-year period preceding the receipt of the Contract(s) and/or agreement(s), been convicted of, or had a civil judgment rendered against them, for: (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) or private transaction or contract; (2) Violation of Federal or State antitrust statutes; (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (4) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Supplier's present responsibility;
(c) Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (federal, state or local), with commission of any of the offenses enumerated above;
(d) Have not, within a three-year period preceding the receipt of the Contract(s) and/or agreement(s), had one or more public transactions (federal state or local) terminated for cause or default;
(e) Shall not, except as otherwise provided under applicable federal regulations, knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded by any federal department or agency from participation in such transaction; and
(f) Include in all lower tier covered transactions, and all solicitations for covered transactions, provisions substantially similar to those set forth herein.

27. COMPLIANCE WITH LOCAL, STATE AND FEDERAL REGULATIONS. The Contractor shall comply with all lawful requirements of the United States, the State of California, the City, and all other local agencies, if any, having jurisdiction over the Project. Such compliance shall include, but is not limited to, all laws, regulations and guidelines regarding the health and safety of Contractor's employees, Subcontractors, vendors, etc., as well as discharges to
separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

28. BID PROTEST:

OVERVIEW - It is the intent of the City to afford due process to bidders, proposers and professional service vendors (hereinafter collectively referred to as "bidder/proposers" and/or "bidders and proposers"), that have participated in a procurement process and believe that the intended award of a contract did not comply with: (1) the procurement's terms and/or conditions; and/or (2) applicable law.

Accordingly, this Procedure establishes the rules and procedures for bidders and proposers to file a protest regarding recommended award(s) as a result of a procurement issued by the City.

Compliance with this Procedure is mandatory, as further explained below.

(a) Filing of Protest: A bidder or proposer that has submitted a bid or proposal to the City and wishes to file a protest against an intended award to another bidder/proposer shall comply with the following:

   a. Submit the protest in writing to Bianca Plascencia, with a copy to Harjinder Singh, at the email addresses provided above for each of them;

   b. The protest letter must state the basis for the protest, all facts and information in support thereof, the remedy sought, be signed under penalty of perjury under the laws of the state of California, and be accompanied by all documents that support the basis of the protest;

   c. Protests must be submitted within five (5) Business Days of notification of the proposed award;

   d. The filing of a Public Records Act Request will not extend the five (5) Business Day deadline within which a protest must be filed.

   e. The filing of a protest will not suspend the intended award. The City retains its discretion to move forward with the intended award as permitted by law; and

   f. Any protest filed after the required deadline will not be considered, except in the City's sole discretion.

(b) Disposition of Protest: Upon receipt of a protest, the City will:

   a. Decide to respond; or decide to delegate the obligation to respond to a designee;

   b. Promptly notify the intended awardee by sending a full copy of the protest to the intended awardee and permitting the intended awardee to respond to the protest within three (3) Business Days of the notice by providing a response to the City addressing the points raised in the protest and/or by submitting any other information in support of the City making the intended award.

   c. Upon receipt of a response from the intended awardee, the intended awardee's response may, subject to the City's discretion, be sent or not, to the protester for a reply to be made within three (3) Business Days of a request for a reply. The City may or may not require the protester to provide additional information and/or documentation as part of its reply;

   d. A final decision on the protest will be sent to the protestor within ten (10) Business Days of the protest being filed. The time for issuance of the decision may be extended in the sole discretion of the City.

   e. The City reserves all of its rights and remedies regarding what effect the protest may have, if any, on the award of the Contract for the Project.

(c) Other Terms and Conditions

   a. A protestor’s compliance with this Protest Procedure is mandatory, and is a condition precedent, to the filing of any writ with the Superior Court.

City of Inglewood – Renovation of the Morningside Park Library RFB-0158
b. If any other public entity and/or authority provides funding to a specific procurement subject to this Procedure, and mandates protest procedures different from those stated herein as a condition for providing such funding, then this Procedure may be modified to include such requirements, subject to the sole discretion of the City.

c. File records containing documentation on protests and dispositions thereof, including but not limited to correspondence and written decisions, will be maintained by the City’s Construction Manager and all and/or a portion of such files may be discoverable in response to a California Public Records Act Request. By the foregoing statement, the City does not intend to waive, nor does it waive, any of its potential rights, remedies, defenses, privileges and/or protections, all of which are hereby expressly and fully reserved.

30. SET OFF: Contractor agrees that City shall have the right, without the necessity of a prior judgment by a court of law, to set off against amounts owing to Contractor under the Contract any Loss that City suffers as a result of a breach by Contractor of any other agreement between Contractor and City, whether or not such agreement is related or unrelated to the Project.

31. BUSINESS TAX CERTIFICATE: The Bidder always agrees that during the performance of the Contract for the Project to obtain and maintain an Inglewood City Business Tax Certificate. The purchase of said Certificate must be made before the performance of any services and a copy of the Certificate shall be forwarded to the Purchasing and Contracts Services Division by the successful Bidder.

32. SALES TAX: The City of Inglewood is subject to the payment of sales tax. All Bidders are required to include the City of Inglewood tax rate of 10% in the Bid price. If a Bid fails to include the City’s tax rate in the Bid, the City will add the 10% figure to the Bid for evaluation purposes.

33. PAYMENT METHOD: Standard payments will be made by City Check pursuant to the terms, conditions, and provisions of the Contract for the Project.

[SECTION III BEGINS ON THE NEXT PAGE]
SECTION III.

ATTACHMENTS / DOCUMENTS THAT MUST BE SUBMITTED WITH YOUR
PRE-QUALIFICATION APPLICATION

Attachment "A" must be completely and correctly filled out using the following required
Form without erasure or alteration.

Include with Attachment "A" all other documents it requires for you to submit.

Together, Attachment "A" and the other documents it calls for become your Statement
of Qualifications ("SOQ").

Attachment "A" and the other documents it calls for must be submitted with your Bid
Package accordingly and on the due date and time for receiving Bids.
PRE-QUALIFICATION QUESTIONNAIRE

Attachment “A”

FOR EASE OF SEPARATION AND SEPARATE SUBMITTAL TO THE CITY:

ATTACHMENT “A” IS FOUND AT THE END OF THIS DOCUMENT.

(SEE PAGES 105-130)
SECTION IV.

DOCUMENTS THAT MUST BE SUBMITTED WITH YOUR BID

Attachments “B”; “D” through “P” must all be completely and correctly filled out using the following required Forms without erasure or alteration, except as permitted by the Bid Documents.

Attachments “B”; “D” through “P” must be submitted with your Bid Package accordingly and on the due date and time for receiving Bids.

An Attachment “C”; must be completely and correctly filled out using the required Form without erasure or alteration and turned into the City at the location specified within 48 hours after Bid Opening Date and Time.

The Attachments must also be signed and/or notarized as indicated on the particular Form and submitted as part of your Bid Submittal Package accordingly.

Follow any additional instructions on each Attachment.

The Attachments begin on the next page.
BID FORM

Attachment "B"

To: Prospective Bidders

From: The City of Inglewood, acting by and through its City Council, herein called the "City":

1. Pursuant to and in compliance with the Notice/Invitation to Contractors Calling for Pre-Qualification Applications and Bids and the other Bid Documents relating thereto, the undersigned Bidder, having thoroughly examined and familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract and the cost of the work at the places where the work is to be done, and with the drawings and specifications and other Contract Documents, hereby proposes and agrees to perform, within the time stipulated, the Project pursuant to all requirements of the Contract Documents, including all of its/their component parts, and everything required to be performed, including its acceptance by the City, and to provide and furnish any and all of the labor, materials, tools, services, supplies, expendable equipment, apparatus, and the like, all utility and transportation services and California sales and other applicable taxes, permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located necessary to perform the Contract and complete in a workmanlike manner all of the work required in connection with:

Project: Renovation of the Morningside Park Library project located at 3202 West 85th Street, Inglewood, CA 90305 ("Project")

and all in strict conformity with the drawings and specifications and other Contract Documents for the Project, including all Addenda issued for this procurement which are on file at the City for amounts set forth herein.

2. Base Bid: shall include all costs required to perform the work required by the Contract Documents and is inclusive of any and all Contractor and Subcontractor insurance coverage(s). Contractor acknowledges that it and its Subcontractors meet minimum standards in order to bid on this Project as set for in the Pre-Qualification Questionnaire.

The Bidder agrees to perform all work required for this Project for the lump sum of:

BID AMOUNT:

For the Sum of the Total Bid Amount of:

_____________________________ Dollars ($__________ )

Said prices in line above to include all applicable taxes and costs.

3. It is understood that the City reserves the right to reject this Bid and that this Bid shall remain open and not be withdrawn for a period of sixty (60) days after the date Bids are opened.

4. Attached is bid security in the amount of not less than ten percent (10%) of Line C above.

$_________________________. □Bid Bond, □Certified Check, □Cashier's Check, or □Cash.
(check one of the foregoing boxes)

5. Attachments "B"; "C" through "P" are all correctly filled out, attached hereto and by this reference incorporated herein and made part of these completed Contract Bid Forms. Attachment "C" for the Project will be submitted to the City as called for in/on Attachment "C" within 48 hours after the Bids are opened or
Applicants/Bidder's Bid may be rejected as Non-Responsive. Attachment "C" by this reference is incorporated herein and made part of these completed Contract Bid Forms.

6. It is understood and agreed that if written notice of the acceptance of this Bid is mailed, emailed, telegraphed, or personally delivered, to the undersigned after the Bid Opening of the Bid, and within the time this Bid is required to remain open, or at any time thereafter before this Bid is withdrawn, the undersigned will execute and deliver to the City the Contract in the form attached hereto in accordance with the Bid as accepted. The undersigned will also furnish and deliver to the City the Performance Bond and Payment Bond for Public Works as specified, all within five (5) days after receipt of acceptance of this Bid. The work under the Contract shall be commenced by the undersigned Bidder, if awarded the Contract, on the date stated in the City's Notice to the Contractor to Proceed and shall be completed by the Contractor in the time specified in the Contract Documents for the Project.

7. Notice of Acceptance or requests for additional information should be addressed to the undersigned at the address stated below:

8. The names of all persons interested in the foregoing proposal as principals are as follows:

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<th>Name</th>
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<tr>
<td>Title</td>
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<td>Address</td>
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<td>City, State &amp; Zip Code</td>
<td>City, State &amp; Zip Code</td>
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<td>Telephone Number</td>
<td>Telephone Number</td>
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<tr>
<td>E-mail Address</td>
<td>E-mail Address</td>
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</table>

(IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual copartners comprising the firm; if Bidder or other interested person is an individual, state first and last names in full.)

9. Bidder certifies that he/she/it is licensed in accordance with the law providing for the Registration of Contractors. The undersigned Bidder shall provide the following information:

Bidder's California Contractor's License No.: ____________________________
Expiration Date: ____________________________
Name on License: ____________________________
Type of License: ____________________________

If the undersigned Bidder is a joint venture, each member of the joint venture must include the above information.

11. The undersigned Bidder shall be registered with the DIR and shall provide the following information:

Bidder's California DIR Registration Number: ____________________________
Registration expiration date: ____________________________
12. The Low Bid, assuming the Bidder is pre-qualified, the Bidder’s Bid is responsive, and the Bidder has not been determined to be a "non-responsible bidder", shall be determined as follows:

For this procurement, the Low Bid shall be:

- the lowest Bid Amount above, The City reserves the right to add to the lowest Bid, at time of award of the Contract for the Project, any City Controlled Construction Contingency Amount determined by the City, as well as any or all alternates.

13. Time is of the essence regarding the award of this Contract for the Project. Therefore, in the event the Bidder to whom the Notice of Intent to Award Contract is given fails or refuses to post the required bonds and return executed copies of the Agreement form within ten (10) calendar days from the date of receiving the Notice of Intent to Award Contract, the City may declare the Bidder’s bid deposit or bond forfeited as damages.

14. Pursuant to Government Code section 4552, in submitting a bid to the City, the Bidder offers and agrees that if the Bid is accepted, it will assign to the City all rights, title, and interest in, and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Business and Professions Code sections 16700, et. seq.), arising from the purchase of goods, materials, or services by the Bidder for sale to the City pursuant to the Bid. Such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.

15. The Bidder declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans, General Conditions of the Contract, Special Conditions of the Contract, and Specifications, and read the accompanying instructions to Bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Plans, General Conditions of the Contract, Special Conditions of the Contract, and Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

16. In the event of ambiguity due to a conflict between words and numbers with respect to the amount of the Bid, words shall govern over numbers.

17. The Bidder is familiar with Government Code sections 12650, et. seq., and Penal Code section 72 and understands that false claims can lead to imprisonment.

18. The Bidder acknowledges that they have reviewed the work outlined in the Contract Documents and fully understands the Scope of work required in the Proposal, and further acknowledges that this proposal includes the scope of work within this Bid Proposal. It is further understood that no exceptions, exclusions, or clarifications will be considered.

I, __________________________, the __________________________ of the Bidder, hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted by the Bidder in connection with this Bid, and all of the representations made herein are true and correct.

Executed on this ______ day of________________, 2023 at ______________________, County, California.

_____________________________  __________________________
Proper Name of Bidder  Address
NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature(s) of authorized officers or agents; if Bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; if Bidder is a Joint Venture, the legal name of the Joint Venture shall be set forth above together with the signature(s) of the Joint Venture's Managing partner(s); and if Bidder is an individual, his/her or her signature shall be placed above.

[End of Attachment B - "Bid Form"]
### SUMMARY OF COSTS AND BID BREAKDOWN

**Attachment “C”**

**Project:** RENOVATION OF THE MORNINGSIDE PARK LIBRARY

*(Attachment “C” must be turned in within 48 hours of the SOQ and Bid Opening Date via email to hsingh@cityofinglewood.org)*

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<th>Division Description (as applicable)</th>
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<td>Others (Abatement)</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Divisions Total</strong></td>
<td></td>
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<tr>
<td></td>
<td>Overhead and Profit</td>
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</tr>
<tr>
<td></td>
<td>Insurance</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Cost of Payment and Performance Bonds</strong></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL BID AMOUNT**

(This amount must match the amount entered on the Bid Form)

This is a preliminary breakdown. It must be submitted within 48 hours after the SOQ and Bid Opening Date. This form does not replace or take precedence over the Schedule of Values set and agreed to after award of the Contract.

Firm Name (as indicated on the Bid Form): ______________________________

By: _______________________________ Title _______________________________

Signature: ___________________________ Date: ___________________________

*City of Inglewood – Renovation of the Morningside Park Library RFB-0158*
BID BOND
Attachment “D”

KNOW ALL MEN BY THESE PRESENTS: THAT we, ____________________________, as Principal, and ____________________________, as Surety, are held and firmly bound unto the City of Inglewood, hereinafter called the City, in the penal sum of ____________________________, TEN PERCENT (10%) OF THE TOTAL AGGREGATE AMOUNT OF THE BID of the Principal submitted to the said City on Attachment “B” (Bid Form) 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 _________, 2023 for the City of Inglewood procurement commonly referred to as:

Renovation of the Morningside Park Library

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 therefor, or, if no period be specified, within five (5) days after the prescribed forms are presented to him 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, 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 Pre-Qualification Applications and 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 Pre-Qualification Applications and 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 Pre-Qualification Applications and 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 _________ day of __________, 2023, the name and corporate seal of each corporate party being hereto affixed and these presents duly assigned by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

PRINCIPAL: ____________________________

By: ____________________________

Title: ____________________________

SURETY: ____________________________

By: ____________________________

Attorney-In-Fact

(Attach Attorney-in-Fact Certificate)

City of Inglewood – Renovation of the Morningside Park Library RFB-0158
DECLARATION OF SUFFICIENCY OF FUNDS

Attachment “E”

(California Labor Code Section 2810)

I, the undersigned, an authorized representative of the Bidder, with authority to make the statements contained in this Declaration on behalf of Bidder, hereby declare the following:

1. The Bidder’s employer identification number for state tax purposes is: ____________________.

2. The Bidder’s workers’ compensation insurance policy number is: _________________. The name, address, and telephone number of the insurance carrier providing said insurance is:


3. The following information is provided concerning any and all vehicles that are owned by the Bidder and that will be used for transportation in connection with any service provided for the performance of the Work that is the subject of the Bid that will form the basis for the Award of the Contract for the Project. Insert all required information in the table below. [Attach additional sheets, if needed]:

<table>
<thead>
<tr>
<th>Vehicle</th>
<th>Vehicle ID #</th>
<th>Vehicle, Liability Insurance Policy Number (of policy covering vehicle)</th>
<th>Name, Address and Telephone Number of Vehicle Liability Insurance Carrier (issuing policy covering vehicle)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

4. The following is the address of any real property that will be used to house workers in connection with the performance of the Work that is the subject of the Bid:

[Insert the information requested. If no such housing will be provided, enter “none”]

5. The actual or estimated number of workers that will be employed to perform the Work that is the subject of the Bid, the total amount of wages to be paid to said workers, and the dates on which said wages will be paid are as follows [attach additional sheets, if needed]:

<table>
<thead>
<tr>
<th>Total Number of Workers</th>
<th>Total Amount of Wages</th>
<th>Date(s) for Payment of Wages</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
6. Check only one of the following boxes, as applicable:

☐ The statement of number of workers declared in Paragraph 5, above, is a statement of the actual number of workers that will be employed; or

☐ The actual number of workers requested in Paragraph 5, above, is unknown at this time and therefore the statement of number of workers declared herein is based on the Bidder’s best estimate available at the time of submission of its Bid, rather than the actual number of workers that will be employed and if and when the actual number of workers and the other information requested above is available, it will be reported to the City by the Bidder in writing.

7. The actual or estimated total number of persons who will be utilized as “Independent Contractors” (defined as anyone not receiving a W-2 form) to perform the Work that is the subject of the Bid (together with their known, current local, state, and federal contractor license identification numbers that each is required to have under local, state or federal laws or regulations) are as follows [attach additional sheets, if needed]:

<table>
<thead>
<tr>
<th>List of Contractors</th>
<th>Independent</th>
<th>Current, local, state and federal contractor license identification number</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

8. Check only one of the following boxes, as applicable:

☐ The statement of number of Independent Contractors declared in Paragraph 7, above, is a statement of the actual number of Independent Contractors that will be utilized; or,

☐ The actual number of Independent Contractors requested in Paragraph 7, above, is unknown at this time and therefore the statement of number of Independent Contractors declared herein is based on the Bidder’s best estimate available at the time of submission of its Bid, rather than the actual number of Independent Contractors that will be utilized, and if and when the actual number of Independent Contractors and the other information requested above is available, it will be reported to the City by the Bidder in writing.

I, the undersigned, declare under penalty of perjury that the foregoing statements are within my personal knowledge and are true and correct. Executed on this ___ day of ______, in the year ____ at __________________, California.

________________________________________

(signature)

________________________________________

Type Name of Signer: __________________________________________

Type Name of Bidder Business: __________________________________________

City of Inglewood – Renovation of the Morningside Park Library RFB-0158
NON-COLLUSION DECLARATION

Attachment “F”

State of California

County of ____________________________

The undersigned declares:

I am the President of ____________________________, the party submitting to the City of Inglewood a Bid and/or Proposal regarding the RENOVATION OF THE MORNINGSIDE PARK LIBRARY ("Project"). The Bid and/or Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid and/or Proposal is genuine and not collusive or a sham. I/we have not directly or indirectly induced or solicited any other bidder or proposer to put in a false or sham Bid and/or Proposal. I/we have not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or proposer or anyone else to put in a sham Bid and/or Proposal, or to refrain from applying. I/we have not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any price of our Bid and/or Proposal or that of any other bidder or proposer, nor to fix any overhead, profit, or cost element of our price, or of that of any other bidder or proposer regarding the Project. All statements contained in the Bid and/or Proposal are true. I/we have not, directly or indirectly, submitted this Bid and/or Proposal, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, or to any member or agent thereof, to effectuate a collusive or sham Bid and/or Proposal and have not paid, and will not pay, any person or entity for such purpose.

Any person executing this Declaration on behalf of any bidder or proposer 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 or proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this Declaration is executed on ____________________________ (date), at ____________________________ (city), ____________________________ (state).

__________________________
Signature

__________________________
Print Name

City of Inglewood – Renovation of the Morningside Park Library RFB-0158
NON-DISCRIMINATION DECLARATION
Attachment “G”

I, the undersigned, certify and declare that I am an authorized agent or officer of the entity submitting this Bid and/or Proposal to the City of Inglewood for the following project: RENOVATION OF THE MORNINGSIDE PARK LIBRARY (“Project”), and that I am empowered to submit the Bid and/or Proposal on behalf of:

__________________________________________________________

In connection with the procurement process for the Project, I hereby certify and declare that neither my firm, or anyone employed by my firm, will discriminate in the employment of persons working on the Project because of the race, religious creed, color, national origin, or ancestry, physical disability, medical condition, marital status, sex of gender of such persons except as provided in Section 12940 of the Government Code. I acknowledge that every vendor working for the City of Inglewood violating that section is subject to all the penalties imposed for a violation of all applicable laws, including without limitation, Labor Code section 1735.

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 this date _________________________[date], at __________________________[city], __________________________[state].

BY: ______________________________________________________

Signature: ________________________________________________

Printed Name: ____________________________________________

Position/Title: _____________________________________________

Date of Execution: _________________________________________

City of Inglewood – Renovation of the Morningside Park Library RFB-0158
CONFLICT OF INTEREST CERTIFICATION

Attachment “H”

Regarding the Bid and/or Proposal that I and/or my Firm has submitted to the City of Inglewood for the following project: RENOVATION OF THE MORNINGSIDE PARK LIBRARY (“Project”).

I and we hereby certify that we have no conflict of interest within the meaning of the laws of the state of California; that no one in my firm has a business or personal relationship with any Member of the City, or any person in a decision making position regarding the potential Contract for the Project; and that in submitting this Bid and/or Proposal, I and we have not used any undue influence or taken advantage of any relationship that would cause the award of the Contract for the Project to be made other than on the basis as permitted by law.

The undersigned Bidder hereby also certifies that:

1. No officer, director, agent, employee, or affiliate of the Bidder has a financial interest in any consultant or contractor currently under agreement to perform work or services for the City, or for any of its consultants or sub-consultants, excepting the following firms:

2. No officer, director, agent, employee, or affiliate of the Bidder has received or given, either directly or indirectly through an intermediary, any gift or gratuity to any consultant or contractor currently under agreement to perform work or services for the City, or for any of its consultants or sub-consultants, except for the following:

3. No officer, director, agent, employee, or affiliate of the Bidder has any affiliation or business relationship with any official, officer, agent, or employee of the City, or any of its consultants or sub-consultants, who make recommendations to the City with respect to the expenditure of money, except for the following affiliation or business relationship:

4. No officer, director, agent, employee, or affiliate of the Bidder has any family or business affiliation or relationship with any official, officer, agent, or employee of the City, except for the following affiliation or business relationship:

5. No portion of the services covered by the Bidder’s Bid is anticipated to be performed by a person or entity that is already providing, or that the Bidder has reason to believe may provide in the future, services, advice, or consultation to (1) the City; (2) any consultant or contractor retained by the City; or (3) any sub-consultant or subcontractor of any consultant or contractor retained by the City, except for the following:

6. The Bidder does not know of any other circumstances, not described above, that create or could be reasonably interpreted as creating, a conflict of interest, except for the following:

7. The Bidder agrees to assume a continuing duty to disclose to the City any circumstances that may arise in the future within the scope of the requests for disclosure of conflicts of interests stated above.

Bidder’s Name: ___________________________ Date: __________, 2023

Signature: ________________________________

Name and Title: ___________________________
CONTRACTOR'S CERTIFICATION REGARDING WORKERS’ COMPENSATION

Attachment “I”

Labor Code Section 3700 states:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

"(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

"(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.

"(c) For any county, city, city and county, municipal corporation, public city, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers’ compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers’ compensation claims properly, and to pay workers’ compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers’ compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

"For purposes of this section, ‘state’ shall include the superior courts of California."

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract and Project at the City of Inglewood and the Project commonly known as Project RENOVATION OF THE MORNINGSIDE PARK LIBRARY.

WCIRB #

(Proper Name of Contractor)

By

(Signature of Contractor)

(In accordance with Article 5 (commencing at Section 860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.)
BIDDER'S CERTIFICATIONS and REPRESENTATIONS

Attachment “J”

Without limitation on any other statements or representations made by the Bidder as part of its participation in the Bid process described herein for the Project commonly known as RENOVATION OF THE MORNINGSIDE PARK LIBRARY located at 3202 West 85th Street in the City of Inglewood, California, each Bidder who submits a Bid in response to this Invitation/Solicitation for Bids is deemed to have made the following representations to the City:

1. Bidder represents that its Bid fully complies with the requirements of the Invitation for Bids process;

2. Bidder represents that all of the statements and representations made, or incorporated by reference, by Bidder in its Bid, and in the attachments or exhibits submitted with its Bid, are true, correct, and materially complete;

3. Bidder represents that information and/or matters stated in the Bid are true of my own knowledge except as to that information and/or those matters which are stated on information and belief, and as to that information and/or those matters, I believe them to be true;

4. Bidder represents that, if it is a requirement of this Bid, that Bidder attended at least one of the Mandatory Pre-Bid Conference and Job Walks;

5. Bidder represents that each person who signed a document that is included in the Bid was at the time of signing, and for the duration of Bidder’s participation in the Bid process provided for in these Instructions shall remain, authorized to so sign on behalf of and to bind the Bidder;

6. If the Bidder is a corporation, limited liability company, limited partnership, or joint venture, Bidder represents that it is, and for the duration of Bidder’s participation in the Bid process provided for by these Instructions shall remain, registered with the Office of the Secretary of State for the State of California and authorized under Applicable Laws to business in the State of California with a legal status determined by said Office of the Secretary of State of “active and in good standing”; 

7. Bidder represents that it possesses at the time of submission of its Bid, and shall possess for the duration of Bidder’s participation in the Bid process provided for by these Instructions, all licenses that it is required to hold under the provisions of these Instructions and/or that it is required to hold under applicable laws in order to perform the services and work contemplated by the Bid process;

8. Bidder represents that it is, and at all times during its participation in the Bid process shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA"), as well any similar provisions of applicable laws setting forth proscriptions or penalties relating to the employment or hiring of undocumented aliens;

9. Bidder, being familiar with California Government Code §§1090 et. seq. and §§ 87100 et seq., represents that it does not know of any facts occurring in connection with the Bidder's preparation for, or participation in, the herein described Bid process that constitute a violation thereof and has disclosed to City in "Attachment H - Conflict of Interest Certification" any possible interests,

City of Inglewood – Renovation of the Morningside Park Library RFB-0158
direct or indirect, which Bidder believes any official, officer, agent, or employee of the City has
that might cause such official, officer, agent, or employee to be "financially interested" (as that
term is defined in the aforesaid statutes) in any decision made by City in connection with the Bid
process that is the subject of these instructions;

10. For projects over $1 Million, in accordance with Public Contract Code section 2204 (a), the
Bidder certifies and represents that at the time its Bid is submitted, the Bidder is not identified on
a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as
defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran
described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in
subdivision (b) of Public Contract Code section 2202.5, as applicable. Bidder is cautioned that
making a false certification and representation may subject the Bidder to civil penalties,
termination of existing contract(s), and ineligibility to bid on a contract for a period of three (3)
years in accordance with Public Contract Code section 2205.

11. Bidder represents and warrants that neither Contractor, nor any Subcontractor, shall be
qualified to submit a Bid, or be listed in a Bid, subject to the requirements of Section 4104 of
the Public Contract Code, or engage in the performance of Work under the Contract
Documents unless currently registered and qualified to perform public work pursuant to
Section Labor Code §1725.5. Contractor shall not enter into any subcontract without proof of
the potential Subcontractor's registration. If an unregistered Contractor submits a proposal,
the City will deem such proposal as Non-Responsive.

12. Bidder represents and warrants that Contractor and the Subcontractors, of every Tier, shall be
registered with the Department of Industrial Relations pursuant to Labor Code §§ 1725.5 and
1771.1 for the duration of time that Contractor is performing the Work under the Contract
Documents. If any Contractor or Subcontractor performs Work on this Project at any time, the
City has the right to cancel the Contract(s) for cause.

13. Bidder represents and warrants that all information set forth in its Pre-Qualification
Questionnaire is full, complete, accurate and truthful.

Date:________________________________________

Name of Bidder

________________________________________

Signature of Bidder (if individual) or its Officer

________________________________________

Typed Name of Person Signing

________________________________________

Office or Title

City of Inglewood – Renovation of the Morningside Park Library RFB-0158
AUTHORIZATION TO RELEASE INFORMATION
Attachment "K"

Regarding the procurement commonly referred to as: City of Inglewood – RENOVATION OF THE MORNINGSIDE PARK LIBRARY (hereinafter referred to as "Project"), the undersigned Bidder hereby authorizes and consents to the City and its representatives, acting on behalf of the City, to obtain information from any third parties, including, but not limited to, any: individuals; firms; entities; persons; representatives, or organizations listed by Bidder in any of its Bid Documents for the Project, for the purpose of verifying the information provided therein by the Bidder, or for any other purpose related to the evaluation of the Bidder’s qualifications and/or Bid for the Project.

The Bidder recognizes that to ensure the effectiveness of the Bid process, such individuals must be able to speak frankly and openly to the City and its representatives.

Accordingly, the Bidder hereby fully and unconditionally provides authority to such third parties to release any information requested by the City and/or the City’s representatives. Bidder hereby also releases and discharges such third parties, and the firms, entities, and organizations they represent, from any claim or liability relating to information provided by it/him/her/them to the City and/or the City’s representatives in connection with the processing, investigation, and evaluation by City and/or the City’s representatives of the information submitted by the Bidder for the Project.

Bidder hereby certifies that all its listed Subcontractors have read this Authorization to Release Information, and the Bidder’s signature below represents its and its Subcontractor’s agreement to the terms and conditions hereof, regarding both the Bidder’s, and all of its Subcontractors’ consent as stated herein, in connection with the Project.

BY:  
Signature: ____________________________________________

Printed Name: __________________________________________

Position/Title: __________________________________________

Date of Execution: ______________________________________

City of Inglewood – Renovation of the Morningside Park Library RFB-0158
EVIDENCE OF INSURANCE CERTIFICATION

Attachment "L"

I, the undersigned, certify and declare that I am an authorized agent or officer of the entity submitting this Bid and responses for the procurement commonly referred to as: City of Inglewood – RENOVATION OF THE MORNINGSIDE PARK LIBRARY (hereinafter collectively referred to as the "Project"), and that I am empowered to submit the Bid and responses on behalf of:

__________________________________________

I/We acknowledge and am aware that as required by the Contract Documents, and if awarded the Contract for the Project, that I/We are required to have, obtain, and provided, as a condition precedent to being able to perform any services and/or work under the Contract for the Project, the insurance required by the Bid and Contract Documents.

In that regard, I/We have read all of the Bid Documents and Contract Documents, and I/We affirm and certify that I/We am familiar with all insurance requirements called for by the Bid Documents and Contract Documents for the Project, including without limitation, those insurance requirements set forth in the General Conditions to the Contract, and that I/We have, and/or shall have, all said insurance requirements for the Project as required by the Bid Documents and Contract Documents.

The matters stated herein above are true and correct based on my own personal knowledge.

I certify, under penalty of perjury under the laws of the state of California, that the foregoing is true and correct.

BY: _________________________________________

Signature:

Printed Name: ________________________________

Position/Title: ________________________________

Date of Execution: _____________________________

City of Inglewood – Renovation of the Morningside Park Library RFB-0158

37
Statement of Safety Record
Attachment "M"

General Contractor to complete each item below:

1. EMR Rating for the last three (3) years
   2019_______ 2020_______ 2021______;

2. Number of serious or willful safety citations in last ten (10) years _______. Add explanation, if you have had any;

3. Annual TRIR for the last three (3) years and attach by annual filing documents;
   2019_______ 2020_______ 2021______;

4. Number of fatalities within last 10 years: ____. Attach OSHA 200/300 logs, if you have had any. Add explanation, if you have had any;

5. Contractor's Standard Industrial Classification (SIC) code _______ and North American Industry Classification System (NAICS) code ________.

Bidder hereby certifies that the above stated information is true and correct.

IN WITNESS WHEREOF, the undersigned has executed this Statement of Safety Record _______day of __________________, 2023.

________________________________________
[Name of Bidder]

________________________________________
[Signature of Bidder (if individual) or its Officer]

[Typed Name of Person Signing]

[Office or Title]
**DESIGNATION OF SUBCONTRACTORS**

Attachment “N”

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each Bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent of the Contractor’s Total Bid Price for the RENOVATION OF THE MORNINGSIDE PARK LIBRARY project (“Project”). Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each Subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent of the Contractor’s Total Bid Price for the Project. No additional time shall be granted to provide the below requested information.

If no Subcontractor is specified, for a portion of the work, or if more than one Subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent of the Contractor’s Total Bid Price for the Project or $10,000, whichever is greater if the work involves streets or highways, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

*Failure to correct any errors in the listing of a Subcontractor’s contractor license numbers and/or public works contractor registration numbers within the time permitted by law will result in your Bid being deemed Non-Responsive.*

**NOTE:** If alternate Bids are called for and Bidder intends to use a different or additional Subcontractor on the alternatives, a separate list of Subcontractors must be provided for each such alternate. Identify additional list of Subcontractors by Alternate Bid No.

________ If no Subcontractors will be listed please initial to certify that work will be self-performed.

<table>
<thead>
<tr>
<th>Portion of Work</th>
<th>Subcontractor</th>
<th>Location of Business (address)</th>
<th>Sub Contractor's License Number</th>
<th>Sub Contractor's DIR Number</th>
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*City of Inglewood – Renovation of the Morningside Park Library RFB-0158*
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<tr>
<th>Portion of Work</th>
<th>Subcontractor</th>
<th>Location of Business (address)</th>
<th>Sub Contractor's License Number</th>
<th>Sub Contractor's DIR Number</th>
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Name of Bidder ______________________________________

Signature __________________________________________

Name and Title _______________________________________

Date: _____________________________________________
REFERENCES
Attachment "O"

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Name of Bidder ____________________________

Signature ____________________________

Name and Title ____________________________ Date: ____________
ACKNOWLEDGMENT OF ADDENDA
Attachment “P”

I, the undersigned, certify that I am an authorized agent or officer of the entity submitting this Bid to the City of Inglewood for the RENOVATION OF THE MORNINGSIDE PARK LIBRARY project (hereinafter referred to as the “Project”) and that I am empowered to submit the Bid and/or Proposal on behalf of:

_________________________________________________________________________

In connection with the procurement process for the Project, I hereby acknowledge that my firm has received and considered the following number of Addenda issued for the Project:

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Total Number Addenda issued and reviewed: __________

[insert total # of Addenda above]

Failure to acknowledge all Addenda issued for the Project will result in your Bid being deemed Non-Responsive.

By: ________________________________
Signature:

Print Name: ________________________________

Title: ________________________________

Date: ________________________________
SECTION V.

ATTACHMENTS THAT ARE NOT SUBMITTED WITH YOUR BID

Attachments "Q" through "Y" are for the Bidder's information, reference and careful evaluation as they each can have a material effect on the cost of construction and must all be considered by the Bidder in preparing its Bid for the Project.

Attachments "Q" through "X" will become part of the Contract Documents after award of the Contract.

Attachment "Y" is Reference Documents and will and do not become part of the Contract Documents.

Attachments "Q" through "Y" begin on the next page.
PAYMENT BOND
Attachment “Q”

Project Name: ____________
Bond Number: ____________

(MUST BE submitted before any construction work begins)

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, the CITY OF INGLEWOOD ("City") by action of the City Council on ________________, 2023, has awarded Construction Contract Number ________________ ("Contract") to the undersigned contractor, as Principal ("Principal"), to perform the work ("Work") for the following project: RENOVATION OF THE MORNINGSIDE PARK LIBRARY:

AND, WHEREAS, said Principal is required by the Contract and/or by Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 9550) of the California Civil Code, and/or other applicable law, to furnish a payment bond in connection with the Contract:

NOW THEREFORE, we, the Principal and Surety known as ________________ ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, and/or any subsequent amendment thereof, are held and firmly bound unto City in the penal sum of ________________ Dollars ($______________), this amount being not less than one hundred percent (100%) of the total sum payable by City under the Contract at the time the Contract is awarded by City to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, and firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors, or assigns approved by City, or its Subcontractors, of any contracting tier, shall fail to pay any person or persons named in California Civil Code, Section 9554, or as otherwise required by law, then Surety will pay for the same, in or to an amount not exceeding the penal amount hereinabove set forth, and Surety will also pay to the prevailing party, if suit is brought upon this bond, reasonable attorney's fees as provided in California Civil Code, Section 9554.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, nor any rescission or attempted rescission of the Contract or this bond, nor any conditions precedent or subsequent in the bond or Contract attempting to limit the right of recovery of any claimant otherwise entitled to recover under the Contract or this bond shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.
Surety is not released from liability to those for whose benefit this bond has been given, by reason of any breach of the Contract by City or Principal.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing City's rights against the others.

(Proper name of Contractor)

(Corporate Seal of Principal, if Corporation)

By: ________________________________

Signature of Bidder

Print or type Contractor Name

Print or type Contractor Address

(Corporate Seal of Surety)

Surety

By: ________________________________

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate and Required Acknowledgments)

Name and Address of California Agent of Surety

Telephone Number of California Agent of Surety

Note: Notary acknowledgment for Surety and Surety's Power of Attorney must be included or attached.

This is a Mandatory Form and cannot be altered by the Principal or the Surety.
PERFORMANCE BOND
Attachment "R"

Project Name: ______________________
Bond Number: ______________________

(MUST BE submitted before any construction work begins)

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, the CITY OF INGLEWOOD ("City"), by action of the City Council on ________________, 2023, has awarded Construction Contract Number ________________ ("Contract") to the undersigned Contractor as Principal ("Principal") to perform the work and services ("Work") for the following project: RENOVATION OF THE MORNINGSIDE PARK LIBRARY which Contract is by this reference hereby incorporated herein and made a part hereof;

AND, WHEREAS, said Principal is required by the Contract to furnish a performance bond for the prompt, competent and faithful performance of all the undertakings, terms, covenants, conditions and agreements of the Contract, said Contract incorporated herein by this reference and made a part hereof as if set forth at length herein;

NOW THEREFORE, we, the Principal and the Surety known as ______________________ ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 95.120, are held and firmly bound unto City in the penal sum of ______________________ dollars ($____________) for the payment of which sum well and truly be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors or assigns approved by City, shall in all things stand to and abide by and well and truly keep and perform in a prompt, competent, and faithful manner, all the undertakings, terms, covenants, conditions and agreements in the Contract, including, without limitation, all obligations during the original term and any extensions thereof as may be granted by City, with or without notice to Surety thereof (including, without limitation, the obligation for Principal to pay liquidated damages), all obligations during the period of any warranties and guarantees required under the Contract and all other obligations otherwise arising under the terms of the Contract (such as, but not limited to, obligations of indemnification), all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Whenever Principal shall be, and is declared by City in writing to be in default under the Contract, the Surety shall promptly either remedy the default within the time stated in the Contract Documents, or, if the Contract is terminated by City or the Principal's performance of the Work is discontinued, Surety shall promptly complete the Contract through its agents or independent contractors, subject to acceptance of such agents or independent contractors by City as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract (including, without limitation, all obligations with respect to payment of liquidated damages) less the “Balance of the Contract Sum Payable”; subject to the penal amount of this bond. The term "Balance of the Contract Sum Payable," as used in this paragraph, shall mean the total amount payable to Principal by City under the Contract and all modifications thereto, less the amount previously paid by City to the Principal, and less amounts that City is authorized to withhold under the terms of the Contract.

If City determines that completion of the Contract by Surety or its agents or independent contractors must be performed by a lowest responsible bidder selected pursuant to a competitive bidding process, then Surety shall comply with such processes in accordance with the requirements of City and applicable laws. Unless otherwise approved by City, in the exercise of its sole and absolute discretion, Surety shall not utilize Principal in completing performance of the Work.

No right of action shall accrue on this bond to or for the use of any person or entity other than City or its successors or assigns.
In the event an arbitration or other legal proceeding or arbitration is brought upon this bond and an award or judgment is entered in favor of City as the prevailing party against Surety or in favor of Surety as prevailing party against City, such prevailing party, whether City or Surety, shall be entitled to its reasonable costs and attorney's fees from the non-prevailing party, even if such amounts exceed the Penal Sum of this Bond. The foregoing is not intended to confer, and nothing stated herein or elsewhere in this bond or in any other document executed in connection with the issuance of this bond shall be interpreted as conferring upon the City or Principal the right of recovery of costs or attorney's fees from or against the other that are incurred in any arbitration or other legal proceeding brought by City against Principal or by Principal against City, whether or not Surety is also a party to such arbitration or other legal proceeding.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing City's rights against the others.

(Proper name of Contractor)

(Corporate Seal of Principal, if Corporation)

By:

Signature of Contractor

Print or type Contractor Name

Print or type Contractor Address

Surety

(Corporate Seal of Surety)

By:

Attorney-in-Fact

(Attach Attorney-In-Fact Certificate and Required Acknowledgments)

Name and Address of California Agent of Surety

Telephone Number of California Agent of Surety

Note: Notary acknowledgment for Surety and Surety's Power of Attorney must be included or attached.

This is a mandatory form and cannot be altered by the Principal or Surety.
ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

Attachment “S”

This Escrow Agreement is made and entered into, as of ________, 2023 by and between the City of Inglewood, whose address is: 1 West Manchester Blvd, Inglewood, CA 90301, hereinafter called "City"; and Contractor, whose name is: _________________, and whose address is_________________, hereinafter called "Contractor"; and the Escrow Company whose name is: _________________, and whose address is_________________, hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the City, Contractor, and Escrow Agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by City pursuant to the Construction Contract entered into between the City and Contractor for the RENOVATION OF THE MORNINGSIDE PARK LIBRARY PROJECT in the amount of ____________, dated ____________, 2023 (hereinafter referred to as the “Contract”). Alternatively, on written request of the Contractor, the City shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agency shall notify the City within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the City and Contractor. Securities shall be held in the name of _______________ and shall designate the Contractor as the beneficial owner.

(2) The City shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

(3) When the City makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this Agreement is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the City pays the Escrow Agent directly.

(4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the City. These expenses and payment terms shall be determined by the City, Contractor, and Escrow Agent.

(5) The interest earned on the securities or the money market accounts held in Escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the City.

(6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the City to the Escrow Agent that City consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) The City shall have a right to draw upon the securities or the funds in the account if the City declares in writing a default by the Contractor. Upon seven days’ written notice to the Escrow Agent from the City of the default, the Escrow Agent shall immediately convert the securities to cash and/or shall distribute the funds in the account as instructed by the City.

(8) Upon receipt of written notification from the City certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less Escrow fees and charges of the Escrow Account. The Escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.
(9) Escrow Agent shall rely on the written notification from the City and the Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement and the City and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the City and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as set forth following:

On behalf of City:

________________________
Title

________________________
Name

________________________
Signature

________________________
Address

On behalf of Contractor:

________________________
Title

________________________
Name

________________________
Signature

On behalf of Escrow Agent:

________________________
Title

________________________
Name

________________________
Signature

[Escrow Agreement continues on the next page]
At the time the Escrow Account is opened, the City and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

On behalf of City:

Title

Name

Signature

Address

On behalf of Contractor:

Title

Name

Signature

Address

On behalf of Escrow Agent:

Title

Name

Signature
AGREEMENT
Attachment “T”

To be executed between the City and the selected/awarded contractor

THIS AGREEMENT, made this ___ day of ________, 2023, in the County of Los Angeles, State of California, by and between the City of Inglewood, hereinafter called the City, and _____________________, hereinafter called the Contractor, for the Project generally known as RENOVATION OF THE MORNINGSIDE PARK LIBRARY located at 3202 West 85th Street, Inglewood, California 90305 (hereinafter referred to as the “Contract”/“Agreement” or “Project”, as applicable).

WITNESSETH that the City and the Contractor for the considerations stated herein agree as follows:

1. SCOPE OF WORK: The Contractor shall perform within the time stipulated the Contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in strict compliance with the Contract Documents (as specified below) regarding the following titled Project:

   RENOVATION OF THE MORNINGSIDE PARK LIBRARY

2. STANDARD OF PERFORMANCE

Without limitation to Contractor’s other obligations under the Contract Documents, Contractor shall at all times in its performance of its obligations under the Contract Documents conform to the following general standards of performance, in the order in which they are listed:

   2.1 comply with Applicable Laws;

   2.2 comply with the requirements of the Contract Documents;

   2.3 apply its best and highest skill and attention to completing the Work in an expeditious and economical manner, consistent with the expressed best interests of the City and within the limitations of the Contract Sum Payable and Contract Time.

   2.4 furnish efficient business administration of the Work, utilizing sufficient senior level management and other qualified personnel to manage the Work; and

   2.5 conform to the standard of care applicable to those who provide construction of the type called for by the Contract Documents for projects of a scope and complexity that is comparable to the Project.

3. CONTRACT TIME/TIME FOR COMPLETION: The work shall be commenced on the date stated in the City’s Notice to Proceed.

   3.1 Substantial Completion of Construction. Contractor shall achieve Substantial Completion of the entire Work not later than One-Hundred Forty (140) Business Days after the date of the City’s Notice to Proceed (NTP) with construction, subject only to Contract Adjustments to the Contract Time permitted by the Contract Documents.

   3.2 Final Completion of Construction. Contractor shall achieve Final Completion of the work not later than Ten (10) Business Days after the original Substantial Completion date so as to achieve the Project duration of One-Hundred Fifty (150) Business Days from NTP for construction, subject only to Contract Adjustments to the Contract Time permitted by the Contract Documents.

   3.3 Time is of the essence in the performance and completion of this Contract/Agreement.
4. LIQUIDATED DAMAGES TO CITY

Liquidated damages to the City shall be in the amount of $2,000.00 per day.

5. LIQUIDATED DAMAGES TO CONTRACTOR

Liquidated damages to the Contractor shall be in the amount of $2,000.00 per day.

6. CONTRACT PRICE/CONTRACT SUM/AMOUNT PAYABLE: The City shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including any applicable sales, use or other taxes or costs, the sum of [INSERT AMOUNT IN WORDS] Dollars ($[INSERT AMOUNT IN NUMBERS]), said sum being the total amount of such items stipulated in the Bid for the Project and subject to use as stated in the Contract for the Project.

7. CONTRACT DOCUMENTS: The complete Contract consists of any/all of the documents listed sections III, IV, and V. of the Notice to Contractors Calling for Prequalification Applications and Bids, and also including all Addenda issued as part of the Bid process, all of which are incorporated by reference herein as if set forth at length hereat. Any and all obligations of the City and the Contractor are expressly set forth therein or are reasonable inferable therefrom and any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete Contract for the Project are sometimes referred to as the Contract Documents, the Agreement, and/or the Contract.

Contractor: 

____________________________________________

By: ________________________________________

______________________________

Official Authorized Signature

______________________________

Printed Name

Its: __________________________

Title

______________________________

Date

Award Approved by City Council on: ____________, 2023

City: 

City of Inglewood

____________________________________________

By: ________________________________________

______________________________

Official Authorized Signature

______________________________

Printed Name

Its: __________________________

Title

______________________________

Date

Contractors are required by law to be licensed and regulated by the Contractors’ State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is:

Contractors State License Board
9821 Business Park Drive
Sacramento, CA 95827
Phone (800) 321-CSLB
http://www.cslb.ca.gov

City of Inglewood – Renovation of the Morningside Park Library RFB-0158

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# General Conditions

Attachment “U”

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NOTE TO BIDDERS:

The page numbers referenced in this Table of Contents above are random placeholders for the time being.

After the City Council approves the award of the Contract, the General Conditions corrected page numbers will be inserted accordingly.

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Article 1. DEFINITIONS

a. The "City" and "Contractor" are those mentioned as such in the Agreement. For convenience and brevity, these terms, as well as terms identifying other persons involved in the Contract are treated throughout the Contract Documents as if they are of singular number and masculine gender.

b. "Subcontractor," as used herein, includes those having a direct contract with Contractor and one who furnishes material worked to a special design according to plans and specifications of this work, but does not include one who merely furnishes material not so worked.

c. "Construction Manager" as used herein is the City's representative that is managing the Project or a portion of the Project on behalf of the City.

d. "SURETY" is the person, firm, or corporation, admitted as a California admitted surety that executes as surety the Contractor's Performance Bond and Payment Bond for Public Works.

e. "Provide" shall include "provide complete in place," that is, "furnish and install."

f. Words such as "indicated," "shown," "detailed," "noted," "scheduled," or words of similar meaning shall mean that reference is made to the drawings, unless otherwise noted. It shall be understood that the direction, designation, selection, or similar import of the Architect is intended, unless stated otherwise.

g. "Work" of the Contractor or Subcontractor includes labor or materials or both.

h. The term "day" as used herein shall mean calendar day unless otherwise specifically designated.

i. Where the words "equal," "equivalent," "satisfactory," "directed," "designated," "selected," "as required," and words of similar meaning are used, the written approval, selection, satisfaction, direction, or similar action of the Architect is required.

j. Where the word "required" and words of similar meaning are used, it shall mean, "as required to properly complete the work as required by the Architect," unless stated otherwise.

k. The word "perform" shall be understood to mean that the Contractor, at Contractor's expense, shall perform all operations necessary to complete the work, including furnishing of necessary labor, tools, and equipment, and further including the furnishing and installing of materials that are indicated, specified, or required to complete such performance.

l. Where the words "acceptable," "acceptance," or words of similar import are used, it shall be understood that the acceptance of the Architect and City is intended.

m. Where shown, the words "includes," and "including," do not limit the work to the items following those words.

n. "Holiday" means a Day recognized by City as being a legal holiday for its staff and employees, which shall include the following, each of which shall constitute a one Day holiday unless otherwise stated herein: Martin Luther King Day; Presidents' Day; Cesar Chavez Day; Memorial Day; Fourth of July; Labor Day; Veteran's Day; Thanksgiving (two Days); Christmas (two Days); New Year's (two Days); and any other Holidays observed by the City.

o. "Force Majeure Event" means an event that cannot be controlled by either Party, which affects one or both Parties' ability to fulfill an obligation(s) under the Contract and is restricted to any of the following: Acts of God occurring at the Site or if not at the Site, then which affects the Site: (2) terrorism or other acts of a public enemy; (3) orders of Governmental Authorities (including, without limitation, unreasonable and unforeseeable Delay in the issuance of permits or approvals by Governmental Authorities that are required for the Work); (4) pandemics, epidemics or quarantine restrictions; (5) strikes and other organized labor action occurring at the Site and the effects thereof on the Work to the extent such strikes and other organized labor action are beyond the reasonable control of Contractor and its Subcontractors, of every Tier, and to the extent the effects thereof cannot be reasonably avoided by use of replacement workers or implementation of a dual gate system of entry to the Site; or (6) unusual shortages in materials that are supported by documented proof that: (a) the Contractor made every effort to obtain such materials from all available sources; (b) such shortage is due to the fact that such materials are not physically available from single or multiple sources or could have been obtained only at exorbitant prices entirely inconsistent with current rates taking into account the quantities involved and the usual industry practices in obtaining such quantities; and (c) such shortages and the difficulties in obtaining alternate sources of materials could not have been known or anticipated as of the Bid Date. Force Majeure Events are not Compensable Delays. Force Majeure Events may be non-compensable delays leading only to non-compensable time extensions. Moreover, any additional costs incurred by either the City and/or Contractor that are the result of a Force Majeure Event shall be borne solely by the Party that incurred such costs, as long as the additional costs are not the direct result of the failure of the other Party to meet an obligation under this Contract. However, the City may consider compensating the Contractor for an increase in the cost of materials and commodities if: (1) the Contractor incurs an increase in the cost of materials and commodities due to changed market conditions directly and only resulting from a Force Majeure Event; (2) this cost increase is incurred by the Contractor after the Bid Date; (3) the cost increase is not the result of the failure of the Contractor to meet an obligation under the Contract; and (4) the cost increase(s) could not have been avoided through placing an order for materials and/or commodities at an earlier point in time after award of the Contract to the Contractor.

p. "Business Day(s)" means weekdays, excluding weekends and Holidays.
Article 2. DRAWINGS AND SPECIFICATIONS

a. Contract Documents. Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intention of documents is to include all labor and materials, equipment, and transportation necessary for the proper execution of the work. Materials or work described in words which as applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

b. Interpretations. Drawings and specifications are intended to be fully cooperative and to agree. However, if Contractor observes that drawings and specifications are in conflict, he/she shall promptly notify the Architect in writing via a Request for Information ("RFI") submitted on a form furnished by the City and any necessary changes shall be adjusted as provided in Contract for changes in work. If such conflict arises, the following order of precedence shall generally apply, provided, however, that the order of precedence shall not be so rigidly interpreted as to affect an absurd or costly result:

1. Special Conditions shall take precedence over Supplementary Conditions and General Conditions.
2. Technical Specifications implement, in additional detail, the requirements of the General Conditions. In the event of conflict between the Technical Specifications and the General Conditions, the General Conditions shall take precedence.
3. In the event of a conflict between the Technical Specifications and the drawings, the higher quality, higher quantity and most stringent requirements shall be deemed to apply and shall govern as to materials, workmanship, and installation procedures.
4. With regard to drawings:
   (a) Figures govern over scaled dimensions;
   (b) Larger details govern over general drawings;
   (c) Addenda/Change Order drawings govern over Contract drawings;
   (d) Contract drawings govern over standard drawings.
5. Work not particularly shown or specified shall be the same as similar parts that are shown or specified.

c. Misunderstanding of drawings and specifications submitted by Contractor via an RFI shall be clarified by the Architect, whose decisions shall be final.

d. Standards, Rules, and Regulations referred to are recognized printed standards and shall be considered as one and a part of these specifications within limits specified.

Article 3. COPIES FURNISHED

Contractor will be furnished, free of charge, copies of drawings and specifications as set forth in Special Conditions. Additional copies may be obtained at cost of reproduction.

Article 4. OWNERSHIP OF DRAWINGS

All drawings, specifications, and copies thereof furnished by City are its property. They are not to be used on other work and with exception of signed Contract sets, are to be returned to City on request at completion of work.

Article 5. DETAIL DRAWINGS AND INSTRUCTIONS

a. In case of ambiguity, conflict, or lack of information, raised by Contractor via an RFI pursuant to Article 2 above Architect shall furnish with reasonable promptness additional instructions, by means of drawings or otherwise, necessary for proper execution of work. For purposes of this section “reasonable promptness” shall mean as soon as possible in order for Contractor to execute the work. If the item is identified by the Contractor as a critical path item, “reasonable promptness” shall mean no more than five Business Days. All such drawings and instructions shall be consistent with Contract Documents, true developments thereof, and reasonably inferable therefrom.

b. Work shall be executed in conformity therewith and Contractor shall do no work without proper drawings and instructions.

Article 6. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

a. Project shall be commenced on or before the date stated in City’s notice to the Contractor to proceed and shall be completed by Contractor in the time specified in Section 3 of the Agreement. The City is under no obligation to consider early completion of the Project and the Contract completion date shall not be amended by the City’s acceptance of the Contractor’s proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances receive additional compensation from the City for indirect, general, administrative or other forms of overhead costs for the period between the time of earlier completion proposed by the Contractor and the official Contract completion date. If the work is not completed in accordance with the foregoing, it is understood that the City will suffer damage. It being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to City as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Section 4 of the Agreement for each calendar day of delay until work is completed and accepted. Contractor and his/her surety shall be liable for the amount thereof. Any money due to or become due the Contractor may be retained to cover said liquidated damages.

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Should such money not be sufficient to cover said liquidated damages, City shall have the right to recover the balance from the Contractor or his/her sureties, who will pay said balance forthwith. Regardless of the timelines in the schedule submitted by Contractor, no delay claims shall be accepted by City unless the event or occurrence delays the completion of the Project beyond the contractual completion date. Time is of the essence in the performance and completion of this Contract/Agreement.

b. Contractor shall abide by City's determination of what constitutes inclement weather based on adverse weather, which is defined as the occurrence of precipitation in excess of one-half inch (0.50") liquid measure or sustained wind in excess of twenty-five (25) miles per hour within a twenty-four (24) hour day that prevents construction activity exposed to weather conditions or access to the site. A Weather Delay Day may be counted if adverse weather prevents work on the Project for fifty percent (50%) or more of the Contractor's scheduled work on the critical path for that day. Time extensions shall only be granted when the work that is stopped during inclement weather is on the critical path of the Project schedule. Contractor shall be expected to perform all work he can possibly complete during inclement weather (i.e., interior work).

c. Extension of Time. Contractor shall not be charged liquidated damages because of any delays in completion of work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor including, but not restricted to: acts of God, or of public enemy, acts of Government, acts of City or anyone employed by it or acts of another Contractor in performance of a Contract with City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of Subcontractors due to such causes. Contractor shall within five (5) days of beginning of any such delay (unless City grants a further period of time prior to date of final settlement of the Contract) notify City in writing of causes of delay; thereafter City shall ascertain the facts and extent of delay and grant extension of time for completing work when, in its judgment, the findings of fact justify such an extension. The City's findings of fact thereon shall be final and conclusive on all parties. In case of a continuing cause of delay, only one claim is necessary. Time extensions to the Project should be requested by the Contractor as they occur and without delay. Regardless of the timelines in the schedule submitted by Contractor, no delay claims shall be accepted by City unless the event or occurrence delays the completion of the Project beyond the contractual completion date.

d. Determining Damages for Delay to Contractor. No Contract Adjustment or other form of compensation or reimbursement, of any kind, to Contractor or a Subcontractor, of any Tier, shall be permitted for any Loss resulting, directly or indirectly, from or attributable to any of the following: (1) Unexcused Delay or acceleration to overcome Unexcused Delay; (2) Excusable Delay or any acceleration not authorized by City in writing to overcome Excusable Delay; (3) any disruption to Contractor's Work caused by a Force Majeure Event; or (4) concurrency of a Compensable Delay with any different type or class of Unexcused Delay or Excusable Delay, whether such concurrency is a concurrency in cause or in effect. If the work is not completed in accordance with the Contract Time through no fault of the Contractor or its Subcontractors, and/or vendors, of any Tier, that is the result of (a) a Compensable Change, (b) active negligence of the City, a City Consultant, or a Separate Contractor performing work at the Project site, (c) a breach by the City of an obligation under the Contract Documents, or (d) other circumstances involving Delay for which Contractor is given under the Contract Documents a specific and express right to a Contract Adjustment adjusting the Contract Sum Payable, and (e) for which a Contract Adjustment to the Contract Time is neither prohibited by nor waived under the terms of the Contract Documents, it is understood that the Contractor will suffer damage. It being impractical and infeasible to determine the amount of actual damage, it is agreed that City shall pay to the Contractor as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Section 5 of the Agreement for each calendar day of delay until work is completed and accepted. Regardless of the timelines in the schedule submitted by Contractor, no delay claims shall be accepted by City unless the event or occurrence delays the completion of the Project beyond the contractual completion date. The City shall not be liable for any damages which the Contractor could have avoided by any reasonable means including, but not limited to, the judicious handling of forces, equipment, or plant.

e. Removal or Relocation of Main or Trunk line Utility Facilities. The Contractor shall not be assessed for liquidated damages for delay in completion of the Project, when such delay was caused by the failure of the awarding authority of this Contract or the owner of the utility to provide for removal or relocation of the existing main or trunk line utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunk line utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the Contract discovers any existing main or trunk line utility facilities not identified by the public agency in the Contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owner, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy and for equipment on the Project necessarily idled during such work. Such compensation shall be in accordance with the extra work provisions set out at Article 40 hereof.

Article 7. PROGRESS SCHEDULE

a. Within fourteen (14) days after the date of the Award of the Contract, Contractor shall prepare a baseline progress schedule in digital form and shall submit this schedule for the City's approval. The schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the Project within the time specified for completion. The schedule shall include milestones and shall include the "critical path" of construction. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the Project; the City's approval of the progress schedule does not relieve the Contractor of any such responsibility. Contractor's failure to incorporate all elements of work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all work required for a completed Project within the specified Contract time period, notwithstanding the City's acceptance
b. The schedule shall allow enough time for submittals and inclement weather. Such schedule shall indicate graphically the beginning and completion dates of all phases of construction, and shall indicate the critical path for all critical, sequential time related activities. All required schedules shall indicate “float time” for all “slack” or “gaps” in the non-critical activities. Submitted construction schedules shall have a duration which does not exceed the Contract Time. Any float time/excess time picked up by the Contractor is owned by the City and may be used by either party for delay at the discretion of the City and before any time extensions are granted pursuant to the Contract. All required schedules shall be periodically updated to reflect changes in the status of the job, including weather delays. At a minimum, the Contractor shall be required to provide and keep updated a monthly schedule in order to prevent delay claims.

Article 8. CONTRACT SECURITY

Unless otherwise specified in Special Conditions, Contractor shall furnish a surety bond in an amount equal to 100 percent of Contract Price as security for faithful performance of this Contract and shall furnish a separate bond as security for payment of persons performing labor and furnishing materials in connection with this Contract. The Payment Bond must be in the amount of 100 percent of the total amount payable. Both the Payment and the Performance Bonds must be executed by an admitted Surety approved to conduct business in the State of California which meets the highest standards the City is legally permitted to establish. Aforesaid bonds shall be in form set forth in these Contract Documents. Upon request of Contractor, City will consider and accept multiple sureties on such bonds.

Article 9. ASSIGNMENT

Contractor shall not assign this Contract or any part thereof without prior written consent of City. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or material supplied for performance of work called for under said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure, and/or the Government Code.

Article 10. PROHIBITED INTERESTS

No official of City and no City representative who is authorized in such capacity and on behalf of City to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction of Project, shall be or become directly or indirectly interested financially in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer or inspector of or for City who is authorized in such capacity and on behalf of City to exercise any executive, supervisory or other similar functions in connection with construction of Project, shall become directly or indirectly interested financially in this Contract or in any part thereof.

Article 11. SEPARATE CONTRACTS

City reserves the right to let other contracts in connection with this work or other work at the same site. Contractor shall afford other contractors’ reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly connect and coordinate his/her work with theirs.

If any part of Contractor’s work depends for proper execution or results upon work of any other contractor, the Contractor shall inspect and promptly report to Architect any defects in such work that renders it unsuitable for such proper execution and results. Contractor’s failure to inspect and report shall constitute Contractors acceptance of other contractor’s work as fit and proper for reception of his/her work, except as to defects which may develop in the other contractor’s work after execution of contractor’s work.

To ensure proper execution of his/her subsequent work, Contractor shall measure and inspect work already in place and shall at once report to the Architect any discrepancy between executed work and Contract Documents.

Contractor shall ascertain to his/her own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by City in prosecution of Project to the end that Contractor may perform this contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on Project. If simultaneous execution of any contract for Project is likely to cause interference with performance of some other contract or contracts, City shall decide which contractor shall cease work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. City shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on Project or caused by any decision or omission of City respecting the order of precedence in performance of contracts.

Article 12. SUBCONTRACTING

a. Contractor agrees to bind every Subcontractor by terms of the Contract as far as such terms are applicable to Subcontractor’s work. If Contractor subcontracts any part of this Contract, Contractor shall be as fully responsible to City for the acts and omissions of his/her Subcontractor and of persons either directly or indirectly employed by his/her Subcontractor, as he is for acts and omissions of persons directly employed by himself. Nothing contained in these Contract Documents shall create any contractual relation between any Subcontractor and City. The City shall be deemed to be the third-party beneficiary of the contract between the Contractor and the Subcontractor.
b. City's consent to or approval of any Subcontractor under this Contract shall not in any way relieve Contractor of his/her obligations under this Contract and no such consent or approval shall be deemed to waive any provision of this Contract. The City reserves the right of approval of all Subcontractors proposed for use on this Project, and to this end, may require financial, performance and such additional information as is needed to secure this approval. If a Subcontractor is not approved, the Contractor shall promptly submit another of the same trade for approval.

c. Substitution or addition of Subcontractors shall be permitted only as authorized in Chapter 4 (commencing at section 4100), part 1, division 2 of the California Public Contract Code.

Article 13. CITY'S RIGHT TO SUSPEND AND STOP WORK

The City may, in its reasonable discretion, and without invalidating or terminating the Contract, order the Contractor, in writing, to suspend, delay or interrupt the Work in whole or in part for such period of time as the City may determine. The Contractor shall resume and complete the Work suspended by the City in accordance with the City's directive, whether issued at the time of the directive suspending the Work or subsequent thereto.

If Contractor fails to correct Defective Work as required by the Contract Documents, fails to perform the Work in accordance with the Contract Documents, or violates any Applicable Law, City may immediately order Contractor to stop the Work, or any portion thereof, until the cause for such direction has been eliminated by Contractor. Contractor shall immediately comply with such notice at Contractor's own expense. Nothing stated herein or elsewhere in the Contract Documents shall be interpreted as placing upon City a duty or responsibility to Contractor or any other party to exercise the City's right to stop the Work.

Article 14. ADJUSTMENTS TO CONTRACT PRICE AND CONTRACT TIME

In the event the City shall order suspension of the Work, an adjustment shall be made to the Contract Price for increases in the direct cost of performance of the Work of the Contract Documents, actually caused by suspension, delay or interruption ordered by the City; provided, however, that no adjustment of the Contract Price shall be made to the extent: (i) that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible under the Contract Documents; or (ii) that an equitable adjustment is made or denied under another provision of the Contract Documents. The foregoing notwithstanding, any such adjustment of the Contract Price shall not include any adjustment to increase the Contractor's overhead, general administrative costs or profit, all of which shall remain as reflected in the Cost Breakdown submitted by the Contractor pursuant to the Contract Documents. In the event of the City's suspension of the Work, the Contract Time shall be equitably adjusted.

Article 15. CITY'S RIGHT TO TERMINATE CONTRACT

A. Termination for Cause

City may, without prejudice to any other right or remedy, serve written notice of intent to terminate upon Contractor and his/her surety stating its intention to terminate this Contract if the Contractor (i) refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or (ii) fails to complete said work within such time, or (iii) if the Contractor should file a bankruptcy petition, or (iv) if he should make a general assignment for the benefit of his/her creditors, or (v) if a receiver should be appointed on account of his/her insolvency, or (vi) if he should consistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in time specified, or (vii) if he should fail to make prompt payment to Subcontractors or for material or labor, or (viii) persistently disregard laws, ordinances or instructions of City, or (ix) otherwise be guilty of a substantial violation of any provision of the Contract, or (x) if he or his/her Subcontractors should violate any of the provisions of this Contract. The notice of intent to terminate shall state generally the reasons for such intention to terminate. Unless within five (5) days after the service of such notice, such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this Contract shall be deemed to have ceased and terminated. The Contractor then shall not be entitled to receive any further payment until work is finished. Upon the termination of the Contract as provided above, City shall immediately serve upon surety and Contractor written notice of termination stating that the Contract has ceased and terminated. Surety shall have the right to investigate, take over and perform this Contract, provided, however, that if surety, within five (5) days after service upon it of said notice of termination, does not give City written notice of its intention to take over and perform this Contract and does not commence performance thereof within seven (7) days from the date of service upon it of such notice of termination, City may take over the work and prosecute same to completion by contract or by any other method it may deem advisable for the account and at the expense of Contractor. If Surety does not perform the Project work itself, the Surety shall consult with the City regarding its planned choice of a contractor or contractors to complete the Project, and upon request by City, Surety shall provide City Evidence of Responsibility of Surety's proposed contractor or contractors. City shall be entitled to reject Surety's choice of contractor or contractors if City determines in its sole discretion that the contractor or contractors are non-responsible. If Surety provides City written notice of its intention to take over and perform this Contract, within fourteen (14) days of such written notice of intent to take over and perform, Surety or its chosen contractor or contractors (if such contractor or contractors are approved by City) shall provide City a detailed Progress Schedule as specified in Article 7 above. Contractor and his/her surety shall be liable to City for any excess cost or other damages occasioned the City because of Surety or Surety's contractor or contractors takeover and performance. If the City takes over the work as hereinabove provided, the City may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant, and other property belonging to the Contractor as may be on the site of the work and necessary, therefore.

If the unpaid balance of the Contract Price exceeds the expense of finishing work, including compensation for additional architectural, managerial, and administrative services, such excess shall be paid to Contractor. If such expense shall exceed such unpaid balance, Contractor shall pay the difference to City. Expense incurred by City as herein provided, and damage incurred through Contractor's default, shall be certified by Architect.

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The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the City.

Notwithstanding the foregoing provisions, this Contract may not be terminated or modified where a trustee-in-bankruptcy has assumed the Contract pursuant to 11 U.S.C. sections 365 (Federal Bankruptcy Act).

B. Termination for Convenience

Without limitation upon any of City’s other rights or remedies under the Contract Documents or Applicable Laws, City shall have the option, at its sole discretion and without the occurrence of any Event of Contractor Default or any other cause, to terminate the Contract or Work, in whole or in part, for its convenience by giving five (5) Days written notice to Contractor.

Upon receipt of notice of termination for convenience pursuant to this Article 15 B, Contractor shall, unless such notice directs otherwise, comply with all of the provisions of this Article 15 B.

Following a termination for convenience pursuant to this Article 15 B, and within sixty (60) Days after receipt of a complete and timely Application for Payment from Contractor, an accounting shall be conducted. In such event, the amount due to Contractor shall be the amount then due, less payments made, less any permitted withhold, except that there shall be added to the calculation of the amount an amount for: (1) the reasonable, actual and direct Allowable Costs incurred and paid by Contractor (and not by Subcontractors) for (a) demobilizing Contractor’s facilities from the Site, and (b) Contractor’s administering the close out of its participation in the Project for a period of no longer than fifteen (15) Days; plus (2) a markup to Contractor on the Contractor’s Allowable Costs incurred of five percent (5%).

Contractor agrees to accept the foregoing compensation as its sole and exclusive compensation in the event of a termination by City for convenience and waives any claim for loss related to City for convenience, 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.

Contractor shall include provisions in all of its subcontracts, purchase orders and other contracts with the Subcontractors permitting termination for convenience by Contractor on terms that are consistent with, and that afford no greater rights of recovery against Contractor for termination than are afforded to Contractor under this Article 15 B.

C. Termination by Contractor

Subject to the provisions below, Contractor’s sole right to terminate the Construction Contract shall be its right to terminate, for cause only, upon the occurrence of either of the following:

1. the entire Work is stopped for one hundred sixty (160) consecutive Days, through no act or fault of Contractor or any of the Subcontractors, any Tier, or any employee or agent of any of them, due to issuance of an order of a court or other Governmental Authority or due to a declaration of a national emergency making material unavailable; or

2. the entire Work is properly suspended by Contractor for a continuous period of ninety (90) Days.

Provided that Contractor is paid undisputed sums due in accordance with the requirements of the Construction Contract, Contractor shall not stop, delay or interrupt continuous performance of the Work by reason of any dispute or disagreement with City, including, without limitation, any disputes or disagreements over payments of money claimed due under the Contract Documents.

D. Warranties and Guarantees Upon Termination

All obligations of Contractor and the Subcontractors under the Contract Documents with respect to warranties and guarantees of the Work will continue in force and shall apply, notwithstanding a termination or other discontinuance of the Work by City or Contractor pursuant to an exercise of rights by either under this Article 15, to any portion of the Work that at the time of such termination or discontinuance has been completed or partially completed by Contractor to the point that it is substantially ready (exclusive of any incidental work that may be needed to connect such portion to other Work to other Work or Existing Improvements or to energize such portion of the Work for operation) for use or occupancy by City.

Article 16. GUARANTEE

Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of one year after date of acceptance of work by City. Contractor shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a one-year period from date of acceptance without expense whatsoever to City, ordinary wear and tear, unusual abuse or neglect excepted. City will give notice of observed defects with reasonable promptness. Contractor shall notify City upon completion of repairs.

In the event of failure of Contractor to comply with above-mentioned conditions within one week after being notified in writing, City is hereby authorized to proceed to have defects repaired and made good at the expense of Contractor. Contractor hereby agrees to pay costs and charges therefore immediately on demand.

If, in the opinion of the City, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the City or to prevent interruption of operations of the City, the City will attempt to give the notice required by this article. If the
Contractor cannot be contacted or does not comply with the City's request for correction within a reasonable time as determined by the City, the City may, notwithstanding the provisions of this article, proceed to make such correction or provide such attention. The costs of such correction or attention shall be charged against the Contractor. Such action by the City will not relieve the Contractor of the guarantees provided in this article or elsewhere in this Contract.

This article does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish City with all appropriate guarantee or warranty certificates upon completion of the Project.

Article 17. NOTICE AND SERVICE THEREOF

Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by party giving such notice or by the duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

a. If notice is given to City, by personal delivery thereof to City's designated representative, or by depositing same in United States mail, enclosed in a sealed envelope addressed to City for attention of said representative or Architect, postage prepaid and registered.

b. If notice is given to Contractor, by personal delivery thereof to said Contractor or to his/her foreman at site of Project, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said Contractor at his/her regular place of business or at such other address as may have been established for the conduct of work under this Contract, postage prepaid and registered.

c. If notice is given to surety or other person, by personal delivery to such surety or other person or by depositing same in United States mail, enclosed in a sealed envelope addressed to such surety or person at the address of such surety or person last communicated by him to party giving notice, postage prepaid and registered.

d. If notice is served by mail, it shall be deemed received and all time periods associated with the giving of notice shall run from the third day after mailing.

Article 18. WORKERS

a. Contractor shall at all times enforce strict discipline and good order among his/her employees. Contractor shall not employ on work any unfit person or any one not skilled in work assigned to him.

b. Any person in the employ of the Contractor whom City may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with the written consent of City.

Article 19. WAGE RATES, PAYROLL RECORDS AND DEBARMENT

a. The Contractor is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr. In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at the City's Facilities Department. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws.

b. The Contractor and each Subcontractor shall forfeit as a penalty to the City not more than fifty dollars ($50) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the California Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

c. As a further material part of this Contract, Contractor agrees to hold harmless and Indemnify the City, its Council and each member of the City Council, its officers, employees, and agents from any and all claims, liability, loss, costs, damages, expenses, fines and penalties, of whatever kind or nature, including all costs of defense and attorneys' fees, arising from any alleged failure of Contractor or its Subcontractors to comply with the prevailing wage laws of the State of California. If the City or any of the indemnified parties are named as a party in any dispute arising from the failure of Contractor or its Subcontractors to pay prevailing wages, Contractor agrees that the City and the other indemnified parties may appoint their own independent counsel, and Contractor agrees to pay all attorneys' fees and defense costs of the City and the other indemnified parties as billed, in addition to all other damages, fines, penalties and losses incurred by the City and the other indemnified parties as a result of the action.
d. Accurate payroll records shall be kept by the Contractor and each Subcontractor, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.

e. It shall be the responsibility of Contractor to Comply with Labor Code section 1776 as it may be amended by the Legislature from time to time with respect to each payroll record. As of April, 2003, Labor Code section 1775 provides in relevant part,

(i) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

1. The information contained in the payroll record is true and correct.
2. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his/her or her employees on the public works project.

(ii) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

1. A certified copy of an employee’s payroll record shall be made available for inspection or furnished to the employee or his/her or her authorized representative on request.
2. A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
3. A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the contractor.

(iii) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

(iv) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(v) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual’s name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent disclosure of an individual’s name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney’s fee and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer’s misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.

(vi) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

(vii) The contractor or subcontractor shall have 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a), in the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars ($25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(viii) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

f. Debarment. The Contractor, or any Subcontractor working under the Contractor may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the California Labor Code. Any contract on a public works project entered into between the Contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on
a public works contract. Any public money that is paid or may have been paid to a debarred subcontractor by the Contractor on the project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

**Article 20. APPRENTICES**

Contractor's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code concerning employment of apprentices by the Contractor or any Subcontractor under him. The Contractor shall be knowledgeable of and comply with all California Labor Code sections including 1727, 1773.5, 1775, 1777, 1777.5, 1810, 1813, 1860, including all amendments; each of these sections is incorporated by reference into this Contract. The responsibility for compliance with these provisions for all apprentice able occupations rests with the Contractor. Knowing violations of Section 1777.5 will result in forfeiture not to exceed $100 for each calendar day of non-compliance pursuant to Section 1777.7.

**Article 21. HOURS OF WORK**

a. As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any Subcontractor on any subcontract under this Contract upon the work or upon any part of the work contemplated by this Contract is limited and restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided. Notwithstanding the provisions herein above set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

b. The Contractor and every Subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work or any part of the work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of the City and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

c. The Contractor shall pay to the City a penalty of twenty-five dollars ($25) or the then applicable rate by law for each worker employed in the execution of this Contract by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code.

d. Any work necessary to be performed after regular working hours, or on Sundays or other Holiday shall be performed without additional expense to City.

**Article 22. WORKERS' COMPENSATION INSURANCE AND AUTOMOBILE LIABILITY**

a. The Contractor shall provide, during the life of this Contract, workers' compensation insurance for all of his/her employees engaged in work under this Contract, on or at the site of the Project, and, in case any of his/her work is sublet, the Contractor shall require the Subcontractor similarly to provide workers' compensation insurance for all the latter's employees. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the site of the Project, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a Subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor shall file with the City certificates of his/her Insurance protecting workers.

b. Company or companies providing insurance coverage shall be acceptable to the City, and in the following form and coverage.

1. **Statutory Workers' Compensation and Employer's Liability Coverage:** Contractor shall maintain insurance to afford protection for all claims under California Workers' Compensation Act and other employee benefit acts, and in addition, shall maintain Employer's Liability Insurance for a minimum limit of $1,000,000. The Workers' Compensation Policy shall include the following endorsements, copies of which shall be provided to City:

   (a) The Voluntary Compensation Endorsement; and
   (b) Broad Form All States Endorsement; and
   (c) The Longshoremen's and Harbor Workers endorsement, where applicable to the work under this Contract; and
   (d) Waiver of Subrogation Endorsement.

c. **Automobile Liability:** an automobile insurance liability policy on Insurance Services Office Form CA 0001 Code 1 (any auto), with limits no less than $2,000,000 per accident for bodily injury and property damage.

**Article 23. COMMERCIAL GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE**

a. Contractor shall procure and maintain during the life of this Contract and for such other period as may be required herein, at its sole expense, such comprehensive general liability insurance or commercial general liability and property damage insurance as shall protect Contractor and City from all claims for bodily (personal) injury, including accidental death, as well as claims for property damage arising from operations under this Contract, and other covered loss, however occasioned, occurring during the policy term.
Contractor shall procure and maintain a Commercial General Liability policy ("CGL"); on 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 09 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

b. Contractor shall make certain that any and all Subcontractors hired by Contractor are insured in accordance with this Contract. If any Subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold the City and the Construction Manager harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by City as a result thereof.

c. Company or companies providing insurance coverage shall be acceptable to the City and authorized to conduct business in the State of California.

d. Additional Insured: The City of Inglewood, and its officials, officers, employees, agents and volunteers, shall be named as additional insureds under the policy of insurance by Contractor, and Contractor agrees that it has a separate and independent obligation to verify the City, and other persons/entities identified above are named as additional insureds whenever Contractor performs work for the City.

e. Certificate of and Endorsement to, required Insurance Policies: Contractor shall obtain a Certificate of Insurance from Broker, and an Endorsement to the policies of insurance from the respective Insurance Companies, required for this Project setting forth the respective policy limits of each insurance policy on which the City, its officials, officers, employees, agents and volunteers are to be named as additional insureds and provide the Certificates and Endorsements to the City before starting any services following the award of the contract for the Project. The failure to provide the Certificates and/or Endorsements containing this information to the City shall constitute a waiver of the requirement of the Contractor to obtain the specific Insurance called for on the Project. The insurance policies shall also contain provisions which provide that Contractor's insurance policies are primary coverage and shall be applied both before any City held insurance policy, and that the insurer shall not request or call upon the City for any contribution in the settlement of any claim arising from the Contractor's work for the City or use of City facilities or premises, which must include products and completed operations coverage, broad form property damage coverage, coverage for collapse, explosion and underground, and include independent contractor coverage.

f. The coverage afforded by the additional insured endorsement described above, shall apply as primary insurance, and any other insurance maintained by City, the members of City's City Council, or its officers, agents, employees and volunteers, or any self-funded program of City, shall be in excess only and not contributing with such coverage.

g. Contractor shall notify City in writing of the amount, if any, of self-insured retention provided under the General Liability coverage, with a maximum limit of $25,000. City may approve higher retention amounts, based upon review of documentation submitted by Contractor. Such review shall take into consideration Contractor's net worth and reserves for payment of claims of liability against Contractor, which must be sufficient to adequately compensate for the lack of other insurance coverage required hereunder.

h. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in Article 24 hereof, relating to liability for injury to or death of persons and damage to property. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, City may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement, products and completed operations coverage and broad form property damage described in paragraphs d and e, above. To the extent that the coverage provided by the Umbrella insurer requires notice of changes to the primary policy, notice will be considered to be given and not prejudice the City's rights to recover under the umbrella policy.

i. Contractor and City release each other, and their respective authorized representatives, from any Claims (as defined in Article 24 hereof), but only to the extent that the proceeds received from any policy of liability insurance carried by City or Contractor, other than any self-insurance, covers any such Claim or damage. Included in any policy or policies of liability insurance provided by Contractor hereunder shall be a standard waiver of rights of subrogation against City by the insurance company issuing said policy or policies.

j. If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

1. The policy retroactive date coincides with or precedes Contractor's commencement of work under the Agreement (including subsequent policies purchased as renewals or replacements).
2. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Agreement, including the requirement of adding all additional insureds.
3. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Agreement.
4. The policy allows for reporting of circumstances or incidents that might give rise to future claims.
k. Contractor’s failure to procure the insurance specified herein, or failure to deliver certified copies or appropriate certificates of such insurance, or failure to make the premium payments required by such insurance, shall constitute a material breach of the Contract, and City may, at its option, terminate the Agreement for any such default by Contractor.

l. The requirements as to the types and limits of insurance coverage set forth herein and in the Special Conditions to be maintained by the Contractor, and any approval of said insurance by the City or its insurance advisor(s), are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Agreement, including, but not limited to, the provisions concerning indemnification.

m. City shall retain the right at any time to review the coverage, form, and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

n. All deviations from the contractual insurance requirements stated herein must be approved in writing by City’s risk manager.

Article 24. BUILDER’S RISK/APPLICABLE INSTALLATION/FIRE INSURANCE

a. It is the Contractor’s responsibility to maintain or cause to be maintained builder’s risk insurance or applicable installation coverage on all work, material, equipment, appliances, tools, and structures which are a part of the Contract and subject to loss or damage by fire, extended coverage, and vandalism and malicious mischief. City accepts no responsibility until the Contract is formally accepted by the City Council for the work. The Contractor is required to file with the City a certificate evidencing builder’s risk or applicable installation of not less than the amount identified in the Special Conditions insurance coverage.

b. Provide insurance coverage on completed value form, all-risk or special causes of loss coverage.

1. Insurance policies shall be so conditioned as to cover the performance of any extra work performed under the Contract.
2. Coverage shall include all materials stored on site and in transit.
3. Coverage shall include Contractor’s tools and equipment.
4. Insurance shall include boiler, machinery, and material hoist coverage.

c. Company or companies providing insurance coverage shall be acceptable to the City and authorized to conduct business in the State of California.

Article 25. PROOF OF CARRIAGE OF INSURANCE

a. Contractor shall, as soon as practicable following the placement of insurance required hereunder, but in no event later than the effective date of the Agreement, deliver to City certificates of insurance evidencing the same, together with appropriate separate endorsements thereto, evidencing that Contractor has obtained such coverage for the period of the Agreement. Contractor shall deliver certified copies of the actual insurance policies specified herein, within thirty days after commencement of work. Thereafter, copies of renewal policies, or certificates and appropriate separate endorsements thereof, shall be delivered to City within thirty (30) days prior to the expiration of the term of any policy required herein. Contractor shall permit City at all reasonable times to inspect any policies of insurance of Contractor which has not delivered to City.

b. Certificates and insurance policies shall include the following clause:

“This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to City stating date of cancellation, reduction or other adverse change respecting such insurance. The date of cancellation, reduction or adverse change may not be less than thirty (30) days after date of mailing notice.”

Any notice required to be sent pursuant to this section shall be to City’s address as shown in the Notice to Contractors Calling for Bids.

c. Certificates of insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, and cancellation and reduction notice. All Certificates of Insurance provided by Contractor shall name City as additional insureds.

d. After receiving written Notice of Cancellation of Insurance, Contractor shall have ten (10) days to provide other policies of insurance similar to the canceled policies and acceptable insurance. If such replacement coverage is not provided, the City may secure insurance at the Contractor’s expense.

e. Nothing contained in the insurance requirements shall be construed as limiting the extent of the Contractor’s responsibility for payment of damages resulting from operations under this agreement.

Article 26. INDEMNIFICATION

The Contractor shall defend, indemnify, and hold the City and its City Council, officers, agents, employees, and volunteers harmless from any and all liabilities, claims, damages, obligations, actions, lawsuits, losses, judgments, fines, penalties, costs or expenses (including reasonable attorneys’ fees) arising from or relating to the Contractor’s work performed under this Agreement to the full extent permitted under California law for Contractor’s negligence. This shall include the Contractor fully defending, indemnifying and holding harmless the City for any negligence of the Contractor arising directly or indirectly from Contractor’s performance of this Contract, including, but not limited to, the
use of facilities or equipment provided by the City or others. Contractor specifically acknowledges and agrees that Contractor has an independent obligation to defend the City and its employees from any liabilities or potential claims which actually or potentially fall within this indemnification provision even if such claim is or may be groundless, fraudulent, or false.

Article 27. LAWS AND REGULATIONS

a. Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on conduct of work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, he shall promptly notify Architect in writing and any necessary changes shall be adjusted as provided in Contract for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to Architect, he shall bear all costs arising therefrom.

b. Contractor shall be responsible for familiarity with the Americans with Disabilities Act (ADA) (42 USC 12101 et seq.). Installations of equipment and other devices shall be in compliance with ADA regulations.

Article 28. PERMITS AND LICENSES

Permits and licenses necessary for prosecution of work shall be secured and paid for by Contractor, unless otherwise specified.

Article 29. INSPECTION FEES FOR PERMANENT UTILITIES

All inspection fees and other municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water, and irrigation shall be paid for by City. Contractor shall be responsible for arranging the payment of such fees, but inspection fees and other municipal fees relating to permanent utilities shall be paid by City. Contractor may either request reimbursement from City for such fees or obtain the funds from City prior to paying such fees.

Article 30. EASEMENTS

Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by City, unless otherwise specified.

Article 31. SURVEYS

Surveys to determine location of property lines and corners will be supplied by City. Surveys to determine location of construction, grading, and site work shall be provided by Contractor.

Article 32. EXCISE TAXES

If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the City, upon request, will execute a certificate of exemption which will certify (1) that the City is a political subdivision of the state for the purposes of such exemption and (2) that the sale is for the exclusive use of the City. No excise tax for such materials shall be included in any bid price.

Article 33. PATENTS, ROYALTIES, AND INDEMNITIES

The Contractor shall hold and save the City and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this Contract, including its use by the City, unless otherwise specifically stipulated in the Contract documents.

Article 34. MATERIALS, PROTECTION OF WORK

a. Except as otherwise specifically stated in this Contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendency, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.

b. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality.

c. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of work and shall be stored properly and protected as required.

d. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials, equipment, tools, and the Work under this Contract.

e. No materials, supplies, or equipment for work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in work and agrees upon completion of all work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by him, to City free from any claims, liens, or charges. He further agrees that neither he nor any person, firm, or corporation furnishing any materials or labor for any work covered by this Contract shall have any right to lien upon premises or any improvement or appurtenance thereon.
except that Contractor may install metering devices or other equipment of utility companies or of political subdivisions title to which is commonly retained by utility company or political subdivision. In event of installation of any such metering device or equipment, Contractor shall advise City as to owner thereof. Nothing contained in this article, however, shall defeat or impair right of persons furnishing material or labor under any bond given by Contractor for their protection or any rights under any law permitting such persons to look to funds due Contractor in hands of City, and this provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for work when no formal contract is entered into for such material.

**Article 35. SUBSTITUTIONS**

a. Whenever in specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process, or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process, or article which shall be substantially equal or better in every respect to that so indicated or specified. Any material, process, or article not exactly meeting the specifications in the document in every respect shall be considered a substitution. If a material, process, or article offered by Contractor is not, in opinion of Architect, substantially equal or better in every respect to that specified, then Contractor shall furnish the material, process, or article specified. Burden of proof as to equality of any material, process, or article shall rest with Contractor.

b. In accordance with Public Contract Code section 3400 "prior to or after the award of the contract," City must provide for submission of data substantiating a request for a substitution of "an equal item." Therefore, no later than thirty-five (35) days after award of the Contract, if the Contractor is requesting substitution of "an equal" item or product or work, the make and grade of the item, product or work which is to be substituted shall be provided to the City representative. The documentation submitted must include any and all illustrations, specifications, and other relevant data including catalogue information which describes the substituted item or product or work and substantiates that it is an "or equal" to the specified item or product or work. In addition, the submittal documentation must also include a statement of the cost implications of the substitution being requested stating whether and why the substitution will reduce or increase the Contract Price. The documentation submitted must also include information regarding the durability and life cycle cost of the substituted item, product or work. Substantiating data shall include a signed affidavit from the Contractor stating that the substituted item or product or work is equivalent to the specified item or product or work in every way except as listed on the affidavit. Whenever possible, the same substitution information is to be included in the sealed bid submittal package. Failure to submit all the needed substantiating data, including the signed affidavit, may result in a determination that the bid is nonresponsive. BIDDERS ARE SPECIFICALLY NOTIFIED THAT THE SUBMISSION OF THIS DOCUMENTATION IN NO WAY OBLIGATES THE CITY OR ITS REPRESENTATIVE TO REVIEW SUCH DOCUMENTATION PRIOR TO CONTRACT AWARD. FURTHERMORE, IF A PROPOSED SUBSTITUTION IS REJECTED, BIDDER SHALL BE RESPONSIBLE TO PROVIDE THE ITEM OR PRODUCT OR WORK AS ORIGINALLY SPECIFIED. CITY HAS THE COMPLETE AND SOLE DISCRETION TO DETERMINE IF AN ITEM OR ARTICLE IS AN EQUAL ITEM.

After award of the Contract, should the City determine in its sole discretion that substitution of an item or product is reasonable and necessary or reasonable and appropriate, the Contractor shall submit any substitution requests together with all data required to substantiate that the substituted product or item is an "or equal" to the specified product or item. The make and grade of the item, product or work which is to be substituted shall be provided to the City representative. The documentation submitted must include any and all illustrations, specifications, and other relevant data including catalogue information which describes the substituted item, product or work and substantiates that it is an "or equal" to the specified item, product or work. In addition, the submittal documentation must also include a statement of the cost implications of the substitution being requested stating whether and why the substitution will reduce or increase the Contract Price. The documentation submitted must also include information regarding the durability and life cycle cost of the substituted item, product or work. Substantiating data shall include a signed affidavit from the Contractor stating that the substituted product is equivalent to the specified product or item in every way except as listed on the affidavit. Failure to submit all the needed substantiating data, including the signed affidavit, to the City Representative or Architect in a timely fashion so that the substitution can be adequately reviewed and considered prior to any necessity for its use or application may result in the rejection of the proposed substitution. The City Representative or Architect is not obligated to review multiple substitution submittals for the same product or item due to the Contractor's failure to submit a complete package either at time of submission of bid documents or in a timely manner after award of Contract.

c. In event Contractor furnishes material, process, or article more expensive than that specified, the difference in cost of such material, process, or article so furnished shall be borne by Contractor.

**Article 36. SHOP DRAWINGS**

a. Contractor shall check and verify all field measurements and shall submit with such promptness as to cause no delay in his/her own work or in that of any other contractor, subcontractor, Architect, other independent contractor or worker on the Project, three (3) copies of all shop or setting drawings, schedules, and materials list, and all other submittals in accordance with other provisions of the Contract required for the work of various trades. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to Architect. Each signed submittal shall affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the cover sheet of the submittal.

b. Contractor shall advise City immediately, if Architect has not checked and approved with reasonable promptness, such schedules and drawings for conformance with design concept of Project and compliance with information given in Contract documents. Contractor shall make any corrections required by Architect, file with him three (3) corrected copies, and furnish such other copies
as may be needed for construction. Architect's approval of such drawings or schedules also shall not relieve Contractor from responsibility for deviations from drawings or specifications unless he has in writing called Architect's attention to such deviations at time of submission and has secured his/her written approval. Architect's approval of such drawings and schedules also shall not relieve Contractor from responsibility for errors in shop drawings or schedules. For purposes of this section "reasonable promptness" shall mean such reasonable promptness as to cause no delay in the work or in the activities of the City, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

Article 37. SUBMITTALS

a. Contractor shall furnish for approval, within fourteen (14) days following award of Contract a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in specifications. Such log shall indicate whether samples will be provided as specified and in accordance with other provisions of this Contract.

b. Contractor will provide samples and submittals, together with catalogs and supporting data required by Architect within a reasonable time period so as not to cause delays on the Project. All submittals must specifically identify the products and materials that will be used for construction. Any catalog or product data submitted without the items identified will be rejected.

c. This provision shall not authorize any extension of time for performance of this Contract. Architect will check and approve such samples, only for conformance with design concept of work and for compliance with information given in Contract Documents. Work shall be in accordance with approved samples. Architect's action will be taken within fourteen (14) calendar days after receiving such samples and submittals. If in the Architect's professional judgment fourteen days is an insufficient amount of time to permit adequate review, Architect shall, within the initial fourteen (14) day period, notify the Contractor, with a copy to the Inspector and the City, of the amount of time that will be required to respond.

d. If the Architect's response results in a change in the Project, then such change shall be affected by a written Change Order.

Article 38. CLOSEOUT SUBMITTALS

The Contractor shall be responsible for the timely delivery of the technical manual's, warranties and guarantees as required in the technical specifications. The final payment will not be made until the City representative has had an opportunity to review and accept the required documents. Contractor shall also provide to City with all trainings in video (including audio) in a digital format.

Article 39. COST BREAKDOWN AND PERIODICAL ESTIMATES

a. Contractor shall furnish on forms approved by City:

1. Within ten (10) days of award of Contract a detailed estimate giving a complete breakdown of Contract Price; and

2. A periodical itemized estimate of work done for the purpose of making partial payments thereon;

3. Within ten (10) days of request by City, a schedule of estimated monthly payments which shall be due him under the Contract.

b. Values employed in making up any of these schedules will be used only for determining basis of partial payments and will not be considered as fixing a basis for additions to or deductions from Contract Price.

Article 40. PAYMENTS AND RETENTION

a. Each month as soon as practicable after receipt of approved periodical estimate for partial payment, but in order to avoid the payment of interest, in any event within thirty (30) days of receipt of such periodical estimate, there shall be paid to Contractor a sum equal to ninety five percent (95%) of the value of work performed up to the last day of the previous month, less the aggregate of previous payments. However, if the Project is deemed Substantially Complete, then there shall be paid to Contractor a sum equal to ninety percent (90%) of the value of work performed up to the last day of the previous month, less the aggregate of previous payments. Upon receipt of a payment request the Contractor shall be as soon as practicable determine whether the payment request is proper. If the request is determined not to be a proper payment request suitable for payment, it shall be returned to the Contractor as soon as practicable within seven days after receipt and shall be accompanied by a statement in writing as to the reasons why the payment request is not proper. Monthly payments shall be made only on the basis of monthly estimates which shall be prepared by Contractor on a form approved by City and filed before the fifth day of the month during which payment is to be made. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release Contractor or any bondman from damages arising from such work or from enforcing each and every provision of this Contract and City shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall not be entitled to have any payment estimates processed or be entitled to have any payment made for work performed so long as any lawful or proper direction concerning work, or any portion thereof given by the City or Architect shall remain noncompliant.

b. Final Payments; Release of Undisputed Retention; Withholding

1. Payments by City

Subject to the right of withholding as set forth in the Contract Documents, the parties intend this Contract to have two final payments, to wit: a Substantial Completion Payment and a Final Payment.
2. Substantial Completion Payment – Release of Undisputed Retention.

Upon the City confirming that Substantial Completion has been met, the Contractor shall submit an Application for Substantial Completion Payment within ten (10) Business Days of City confirming achievement of Substantial Completion. Such Application shall be for an amount that is then due and owing to the Contractor, including all undisputed Retention, and less any and all amounts that the City is entitled and/or obligated to withhold under the Contract and Applicable Law. If the City agrees with Contractor’s Application for Substantial Completion Payment, City shall process and ensure that payment is made to the Contractor by City not more than sixty (60) Days after Substantial Completion of the Work as defined in Clauses (1), (2), (3) or (4) of California Public Contract Code §7107(c), whichever definition is earlier satisfied. If City disagrees with Contractor’s Application for Substantial Completion Payment, City shall prepare an Application for Substantial Completion Payment in an amount that it believes is good faith is then due and owing to the Contractor, including all undisputed Retention, and less any and all amounts that the City is entitled and/or obligated to withhold under the Contract and Applicable Law. City shall then process said Application and ensure that payment is made to the Contractor by City not more than sixty (60) Days after Substantial Completion of the Work as defined in Clauses (1), (2), (3) or (4) of California Public Contract Code §7107(c), whichever definition is earlier satisfied; and

3. Final Payment

Upon the making of the Substantial Completion Payment, the City should then only be withholding amounts that it contends, in good faith, are not then due and owing to the Contractor based upon, 150% of the value of: the items on the Final Completion Punch List; and any and all amounts that the City is otherwise entitled and/or obligated to withhold under the Contract and Applicable Law. When the Contractor has achieved Final Completion, Contractor shall then submit its Application for Final Payment to the City, if City agrees with Contractor’s Application for Final Payment, City shall process and ensure that Final Payment is made to the Contractor by City within thirty (30) Days after Final Completion of the Work as defined in the Contract. If Construction Manager disagrees with Contractor’s Application for Final Payment, City shall prepare an Application for Final Payment in an amount that it believes is good faith is then due and owing to the Contractor, less any and all amounts that the City is entitled and/or obligated to withhold under the Contract and Applicable Law. City shall then process said Application and ensure that payment is made to the Contractor by City not more than thirty (30) Days after Final Completion of the Work as defined in the Contract.

4. Applications for Substantial and Final Payments

The parties agree that said Applications will be submitted, evaluated and processed in good faith, as required by Applicable Law and in accordance with this Contract.

5. Review by City

City will review and approve or disapprove the Applications as provided in the Contract Documents and as required by Applicable Law.

6. Conditions to Final Payment

Without limitation to any other conditions to payment set forth elsewhere in the Contract Documents, the following shall be conditions to a proper submission, and to City’s approval, of Contractor’s Application for Payment requesting Final Payment:

1. submission of Contractor’s certification as required above;

2. submission of consent of Surety, if any, to Final Payment;

3. submission of a certificate evidencing that the insurance required by the Contract Documents is in force;

4. submission of conditional releases and waivers of stop payment notices and bond rights upon final payment in the form required by California Civil Code §3262(d)(3) executed by Contractor;

5. submission of all Close-Out Documents (including, without limitation, complete, accurate As-Built Drawings and Specifications certified by Contractor as required by the Contract Documents);

6. timely submission of adequate and complete certified payroll records as required by the Contract Documents for any time period that Work was performed, which have not been submitted by Contractor in connection with its previous Applications for Payment;

7. proper payment of prevailing wages as defined in California Labor Code §1720, et seq.;

8. submission of any other documents or Information required by the Contract Documents as a condition. of Final Payment or Final Completion.
7. Disputed Amounts

Pursuant to California Public Contract Code §7107, City may deduct and withhold from the Substantial Completion Payment and the Final Payment an amount of up to one hundred fifty percent (150%) of any disputed amounts, including, without limitation, amounts to protect City against any Loss caused or threatened as a result of Contractor's failing to fully satisfy the conditions of Substantial Completion, Final Completion, Substantial Completion Payment and Final Payment.

8. Waiver by Contractor

Acceptance of Final Payment by Contractor or a Subcontractor shall constitute a waiver of all rights by that payee against City for recovery of any Loss, excepting only those Claims that have been submitted by Contractor in the manner required by the Contract Documents, before or at the time of Contractor's submission of its Application for Payment requesting Final Payment.

c. SUBSTANTIAL COMPLETION

1. Contract Time

Contractor shall achieve Substantial Completion of the Work, or such portion of the Work as may be designated at any time by City for separate delivery, in accordance with the requirements of the Contract Time and other provisions of the Contract Documents.

2. Request for Inspection

When the Contractor believes it has achieved Substantial Completion, Contractor shall notify the Construction Manager that the Work, or portion thereof designated by the City in the Contract Documents or otherwise for separate delivery, is Substantially Complete.

3. Substantial Completion Inspection

When Contractor gives notice to City that it has achieved Substantial Completion of the Work, or a City designated portion thereof, the City, Design Consultant and Contractor shall inspect the Work together. If the City determines that the Work, or City designated portion thereof, is Substantially Complete, the City will proceed as outlined below. If the City determines that the Work, or City designated portion thereof, is not sufficiently complete to warrant an inspection to determine Substantial Completion, City, Inspector of Record, Design Consultant and such others as may be designated by City will inspect the Work, or such City designated portion thereof and proceed as outlined below.

4. Substantial Completion Punch List

At the conclusion of the Substantial Completion Inspection, City shall prepare and give to Contractor (or, City may request that Contractor prepare and provide to City) a Substantial Completion Punch List of items, if any, to be completed or corrected to achieve Substantial Completion. If Contractor disputes any of the items included, it shall so note its objection on the Substantial Completion Punch List. Contractor shall proceed within forty-eight (48) hours after preparation of the Substantial Completion Punch List to commence correction and completion of the items on the Substantial Completion Punch List, including, without limitation, any such disputed items, and all such items of Work shall be completed by Contractor before the Work will be considered as Substantially Complete. Failure by City, Inspector of Record, Design Consultant or Contractor to include an item on the Substantial Completion Punch List does not alter the responsibility of Contractor to perform the Work in accordance with the Contract Documents. Items of Work necessary for Substantial Completion that, for any reason, have been omitted from the Substantial Completion Punch List shall be added to the Substantial Completion Punch List and shall be promptly completed by Contractor upon request by City, Design Consultant or Inspector of Record made at any time prior to Final Payment.

5. Re-Inspection

Contractor shall notify City when the items of Work shown on the Substantial Completion Punch List are completed. City, Inspector of Record, Design Consultant and such others as City deems necessary or appropriate will then make a further inspection to determine whether such Work is Substantially Complete. If such Inspection, or any subsequent re-inspection required pursuant hereeto, discloses any item, whether or not included on the Substantial Completion Punch List, which must be completed or corrected before Substantial Completion, Contractor shall, as a condition of Substantial Completion, complete or correct such item, which shall then be re-inspected to confirm that such Work is Substantially Complete. Contractor shall reimburse City, or City may at its option withhold from Contractor's payments, amounts incurred by City to the Inspector of Record, Design Consultant, City Consultants or others whose services, for reasons within the control or responsibility of Contractor or the Subcontractors, are necessary for more than two (2) such re-inspections to determine Substantial Completion.
6. Notice of Substantial Completion

When City determines that the Work or such City designated portion thereof, is Substantially Complete, City will prepare a Notice of Substantial Completion on the City's form, which shall state the date of Substantial Completion. If the Notice of Substantial Completion is for the entire Work, then the City will attach to it the Final Completion Punch List prepared as set forth below. Regardless of the date the Notice of Substantial Completion is issued, Substantial Completion shall be deemed to have occurred on the date stated in the Notice of Substantial Completion.

d. PARTIAL OCCUPANCY OR USE

City reserves the right to beneficially occupy all or any portion of the Work at any time before Substantial Completion of the entire Work. Beneficial occupancy means that City has assumed physical occupancy and use of all or such portion of the Work. Commencement of improvements or other work by Separate Contractors in order to ready the Work for use or occupancy by City shall be unconditionally permitted in all cases prior to Substantial Completion and shall not constitute a taking of beneficial occupancy by City. Exercise by City of its right to take beneficial occupancy shall not constitute grounds for a Contract Adjustment. The City's right of beneficial occupancy of all or a portion of the Work prior to Substantial Completion shall be subject to the following conditions:

1. City and such others as City deems necessary will make an inspection of the portion of the Work to be beneficially occupied and prepare a list of items to be completed or corrected in the same manner as required by and subject to the same conditions as set forth above.

2. Except as otherwise provided herein, beneficial occupancy by City shall not constitute a waiver of rights of the City against Contractor. Notwithstanding anything stated herein or elsewhere in the Contract Documents to the contrary, beneficial occupancy by City shall not constitute a waiver of rights of City relating to Defective Work in the area beneficially occupied or in any other portion of the Work.

3. Before the City takes beneficial occupancy, Contractor shall submit to City an itemized list of each piece of equipment located in or serving the area to be occupied stating the date of operation of such piece of equipment commenced, together with operating instructions, manuals and other information required by the Contract Documents. Contractor shall provide, in the areas beneficially occupied, on a continual basis, utility services, elevator service, and heating and cooling systems in operable condition commencing at the time of beneficial occupancy and until Final Completion of the entire Work. City shall be responsible, from and after taking occupancy, for utility consumption, regular operation and regular maintenance of such systems or equipment.

4. City shall pay all normal operating and maintenance costs resulting from its use of equipment in areas beneficially occupied.

5. City shall pay all utility costs that arise out of its beneficial occupancy.

6. Contractor shall not be responsible for providing security in areas beneficially occupied.

7. City shall use its best efforts to prevent its beneficial occupancy from interfering with the conduct of Contractor's remaining Work.

8. Contractor shall not be required to repair damage caused solely by City's beneficial occupancy.

9. Contractor shall continue to maintain all insurance required by the Contract Documents in full force and effect.

e. FINAL COMPLETION

1. Contract Time

Contractor shall expeditiously and diligently perform the Work after Substantial Completion, including, without limitation, all items of Work on the Final Completion Punch List that accompanies the Notice of Substantial Completion, so as to achieve Final Completion within the requirements of the Contract Time for Final Completion.

2. Final Completion Punch List

Contractor shall prepare and submit to City at the time that Contractor requests inspection for Substantial Completion of the entire Work as set forth above, a draft proposed Final Completion Punch List of items of Work that will be required to be completed or corrected for Final Completion. Items identified in the course of any inspection for Substantial Completion that are required to Finally Complete the Work following Substantial Completion shall be added to the proposed Final Completion Punch List and the revised Final Completion Punch List attached to the Notice of Substantial Completion. The City shall provide an estimated value for each item listed on the Final Completion Punch List. If Contractor disputes
any of the items included, it shall so note its objection on the Final Completion Punch List. When Contractor considers the Final Completion Punch List to be complete, it shall promptly sign and deliver the Final Completion Punch List to the City and Design Consultant. Failure by City, Design Consultant, Inspector of Record or Contractor to include an item on the Final Completion Punch List does not alter the responsibility of Contractor to perform the Work in accordance with the Contract Documents. Items of Work necessary for Final Completion that, for any reason, have been omitted from the Final Completion Punch List shall be added to the Final Completion Punch List upon request by City, Inspector or Record or Design Consultant made at any time prior to Final Payment.

3. Performance of Punch List

Contractor shall proceed promptly and in accordance with the Contract. Time to correct and complete the items on the Final Completion Punch List, including, without limitation, any disputed items, and all such items of Work shall be completed by Contractor before the Work will be considered as Finally Complete.

4. Request for Final Inspection

Contractor shall notify City and Construction Manager when Contractor believes that the Work is Finally Complete. City, PMO, Inspector of Record, Design Consultant and such others as City deems necessary or appropriate will then make a further inspection to determine whether such Work is Finally Complete. If such inspection, or any subsequent re-inspection required pursuant hereto, discloses any item, whether or not included on the Final Completion Punch List, which must be completed or corrected before Final Completion, Contractor shall, as a condition of Final Completion, complete or correct such item, which shall then be re-inspected to confirm that such Work is Finally Completed. Contractor shall reimburse City, or City may at its option withhold from Contractor’s payments, amounts incurred by City to the Inspector of Record, Design Consultant, City Consultants or others whose services, for reasons within the control or responsibility of Contractor or the Subcontractors, are necessary for more than two (2) inspections to determine Final Completion.

5. Acceptance by City

Acceptance of the Work may only be exercised on behalf of City by the City Council. Acceptance may be exercised either after Final Completion or may be exercised, without waiving or releasing Contractor from any of its obligations under the Contract Documents, at any time after Substantial Completion and before Final Completion.

6. Notice of Final Completion

When City determines that the Work is Finally Complete, City will prepare a Notice of Final Completion on the City’s form, which shall state the date of Final Completion. Regardless of the date the Notice of Final Completion is issued, Final Completion shall be deemed to have occurred on the date stated in the Notice of Final Completion.

7. Notice of Completion

In addition to issuance of the Notice of Substantial Completion and Notice of Final Completion, City shall have the right, exercised in its sole and absolute discretion, to record a Notice of Completion pursuant to California Civil Code §3093.

8. No Waiver by City

No inspections conducted pursuant to this Article 40, nor any approvals or certificates issued by City, Design Consultant or Inspector of Record shall be deemed to be a waiver or limitation on City’s right to insist on Final Completion and full performance of all other conditions to Final Payment under the Contract Documents prior to issuance of Final Payment to Contractor.

**Article 41. PAYMENTS WITHHELD**

a. In addition to amounts which City may retain under any and all other articles in this Contract including those entitled “Payments,” and “Time for Completion and Liquidated Damages,” City may withhold a sufficient amount or amounts of any payment or payments otherwise due to Contractor, as in his/her judgment may be necessary to cover:

1. Payments which may be past due and payable for just claims against Contractor or any Subcontractors for labor or materials furnished in and about the performance of work on the Project under this Contract.

2. Defective work not remedied.

3. Failure of Contractor to make proper payments to his/her Subcontractor or for material or labor.

4. Completion of Contract if there exists a reasonable doubt that Contract can be completed for balance then unpaid.
5. Damage to another Contractor.

6. Amounts which may be due City for just claims against Contractor.

7. Failure of Contractor to keep the record ("as-built") drawings up to date.

8. Failure to provide update on construction schedule as required by Article 7 hereof.

9. Failure of Contractor or any Subcontractor to properly pay prevailing wages as defined in California Labor Code §§1720 et seq.

b. City may apply such withheld amount or amounts to payment of such claims or obligations at its discretion. In so doing, City shall be deemed the agent of Contractor and any payment so made by City shall be considered as a payment made under Contract by City to Contractor and City shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. City will render Contractor a proper accounting of such funds disbursed on behalf of Contractor.

Article 42. CHANGES AND EXTRA WORK

a. CHANGES IN THE WORK

1. General

City is authorized to make Changes in the Work in accordance with the provisions of this Article 42.

2. Contract Adjustments

Contract Adjustments shall only be permitted as follows: (1) the Contract Sum Payable shall only be adjusted by means of a Change Order or Partial Change Order for Compensable Change, Deleted Work or Compensable Delay based upon Allowable Costs and Allowable Markup thereon; and (2) the Contract Time shall be adjusted by means of a Change Order or Partial Change Order for Excusable Delay, Compensable Delay or Deleted Work. All Contract Adjustments to the Contract Sum Payable shall conform, without limitation, to the requirements of this Article 42. All Contract Adjustments to the Contract Time shall conform, without limitation, to the applicable requirements of this Article 42 and to the requirements pertaining to Contract Time.

3. Exclusive Rights

The rights expressly set forth in the Contract Documents for Contract Adjustments constitute Contractor's exclusive rights for additional compensation or extensions of time and are intended to be in lieu of and wholly replace any other such rights and remedies that Contractor has under Applicable Laws for recovery or relief on account of Loss or Delay in connection with performance of the Work, it being the intent of the City and Contractor by so agreeing that if circumstances arise for which the Contract Documents do not provide to Contractor an express right to a Contract Adjustment, then such omission of an express right shall conclusively be deemed to mean that no right to a Contract Adjustment was intended and, consistent with that intent, no right to a Contract Adjustment on account of such circumstances shall by any means, legal or equitable, of interpretation, construction, inference, implication or application be considered, found or adjudged to exist.

4. Written Authorization

Without limitation to any other provisions of the Contract Documents expressly or impliedly requiring performance of Work at Contractor's Own Expense, any Change performed by Contractor pursuant to any direction other than a duly authorized and executed: Change Order; Partial Change Order; or Field Order, shall be paid for by Contractor at Contractor's Own Expense.

5. Prompt Performance

Subject to the procedures set forth in this Article 42 and elsewhere in the Contract Documents, all Changes shall be performed promptly and without Delay.

6. Governmental Approvals

Changes to the approved Drawings and Specifications shall be made by revised Drawings and Specifications that have been approved by the City and any other governmental agency having jurisdiction. Any such changes must be approved by the:

(i) The City;
(ii) A/E of Record;
(iii) Structural Engineer (when applicable);
(iv) Delegated professional Engineer (when applicable); and/or
(v) any other governmental agency having jurisdiction, if any.
b. SIGNATURES AND AUTHORIZATIONS

1. Parties

A Change Order and/or Partial Change Order shall be executed by and between the City and Contractor. There is no reason to reserve rights on any Partial Change Orders as the parties agree that all rights are reserved, subject to proceed immediately into the Claim and then the Mandatory Claim Dispute Resolution Process. Field Orders shall be executed as provided herein below.

2. Form

Change Orders, Partial Change Orders, and Field Orders shall be executed using forms furnished by the City.

3. Written Authorization

Contractor shall not be entitled to Contract Adjustment by Change Order or Partial Change Order except as authorized in a writing by the City. Such approval shall not, however, constitute a condition to the Contractor’s obligation to perform the Work, including any Extra Work, that Contractor is directed to perform by a Change Order or Partial Change Order, that is signed in advance by the City Manager, or a Field Order that is signed in advance by the City authorized representative, as required by this Article 42.

4. Written Authorization of Essence

It is of the essence to the Construction Contract between the Contractor and the City that all Contract Adjustments must be authorized in advance, in writing, as required by this article 42. Accordingly, no verbal directions, course of conduct between the parties, or express or implied acceptance of changes or of the work, and no claim that the City has been unjustly enriched (whether or not there has been such enrichment) shall be the basis for a Contract Adjustment if the Contractor has not obtained advance written authorization in the manner required by this article 42.

c. CHANGE ORDERS

1. Purpose

The purpose of a Change Order is to establish the terms of the City’s and Contractor’s mutual agreement to a Contract Adjustment, additive or deductive, time related, and/or any combination thereof.

2. Content

A Change Order is a written instrument, prepared by the City, stating:

(i) a Compensable Change or Deleted Work;

(ii) a Compensable Delay or Excusable Delay;

(iii) the amount of the Contract Adjustment, if any, to the Contract Sum Payable; and/or

(iv) the extent of the Contract Adjustment, if any, to the Contract Time.

d. PARTIAL CHANGE ORDERS

1. Purpose

The purpose of a Partial Change Order is to establish the extent of the parties’ mutual agreement, as far as it goes, to a Contract Adjustment, additive or deductive, time related, and/or combinations thereof.

2. Content

A Partial Change Order is a written instrument, prepared by the City, stating:

(i) a Compensable Change or Deleted Work;

(ii) a Compensable Delay or Excusable Delay;

(iii) the amount of the Contract Adjustment, if any, to the Contract Sum Payable; and/or

(iv) the extent of the Contract Adjustment, if any, to the Contract Time.
3. No Reservation of Rights Required on a Partial Change Order – Rights Automatically Reserved

Where the parties cannot reach a full and complete mutual agreement to all items set forth in a proposed change order and/or a change order request, but their competing positions do reach some agreement, then a Partial Change Order will be prepared by the City, signed by the parties, and promptly submitted for processing for payment so that money can continue to flow through the Contract at least to the extent of the parties' partial agreement. Regarding those portions of a proposed change order and/or change order request that were not agreed to, no reservation of rights need be written on the Partial Change Order as all such rights are deemed reserved provided that the proponent of the remaining disputed portions of the proposed change order and/or change order request immediately takes such remaining disputed portions thereof into the Claims, and then the Mandatory Claims Dispute Resolution Process.

4. Waiver of Rights by City and/or Contractor

The automatically reserved rights of the City and/or the Contractor discussed in the foregoing paragraph can however be lost, waived and/or forfeited, if the proponent of any items in a proposed change order or change order request not resolved by the Partial Change Order are not submitted as a Claim, and then placed into the Mandatory Claims Dispute Resolution Process as required by these General Conditions, to be resolved. The intent of this exclusive resolution procedure set forth in these General Conditions is that if this process does not resolve a purported Contract Adjustment, in whole or in part, then both the Contractor and City agree to resolve same as close as possible to the conclusion of the event(s) and/or circumstance(s) giving rise to the Claim. In this way, the information and documentation available to both parties will be as fresh as possible and permit the best-informed resolution to occur. Both parties acknowledge that their failure and/or refusal to follow this exclusive process will irreparably prejudice the other party and as such, should a party to this Contract fail or refuse to abide by and comply with this exclusive process, any Claim, and/or remaining unresolved portion thereof, is and shall be waived and irrevocably forfeited. This exclusive process shall apply equally to the City as it does to the Contractor.

e. FIELD ORDER

1. Purpose

The purpose of a Field Order is to: (1) direct the performance of a Minor Change; (2) direct performance of Work or a Change with respect to which there exists a dispute or question regarding the obligation to proceed with such; (3) proceed with work regarding underground unforeseen conditions and/or other unforeseen conditions to be compensated on a time and material basis; or (4) direct the performance of work where performance of the work needs to proceed in advance of complete substantiation and evaluation of a proposed Contract Adjustment therefor.

2. Authorization

Field Orders must be authorized by a City authorized representative.

3. Disputed and Unresolved Changes

Each Field Order involving a Change with respect to which there is a dispute or lack of complete agreement as to the method of calculation or amount of the Contract Adjustment shall, if Contractor is ordered to do so in a Field Order signed by a City authorized representative, be performed by Contractor without Delay. Both City and Contractor shall thereafter be deemed to have reserved their respective rights and contentions with regard to the Contractor's right, or lack of right, to a Contract Adjustment on account of such Change.

4. Other Notices

Neither issuance nor execution of a Field Order shall be interpreted as relieving Contractor of its obligation to comply with the requirements of these General Conditions for timely submission of notices required by the Contract Documents, including, without limitation, Notice of Change, Change Order Request, Notice of Delay or Request for Extension.

5. Contractor's Own Expense

Without limitation to other provisions of the Contract Documents, costs incurred by Contractor or any Subcontractor for either of the following categories of Changes shall be paid by Contractor at Contractor's Own Expense: (1) any Change or portion of a Change (including, but not limited, to a Compensable Change) performed before Contractor having first obtained a Field Order, Change Order or Partial Change Order prepared and signed in the manner required above; or (2) any Change or portion of a Change (including, without limitation, a Compensable Change) described in a Field Order that is performed before receipt by the Construction Manager of a timely and complete Notice of Change or Notice of Delay under circumstances where, respectively, a Notice of Change or Notice of Delay was required.

f. PROCEDURES – NOTICE OF CHANGE

1. Submission. Contractor shall submit a written Notice of Change to Construction Manager

If any instruction, request, drawing, specification, action, condition, omission, default or other circumstance occurs that constitutes a Compensable Change, Deleted Work, Compensable Delay or other matter that may involve or require a Contract Adjustment...
(additive or deductive), such notice shall be provided before commencement of performance of the Work affected and no later than five (5) days after the Discovery Date of such circumstance.

2. Form

Notices of Change shall be provided using forms furnished or approved by the City. The content of each Notice of Change in order to be considered complete shall include:

i. a general statement of the circumstances giving rise to the Notice of Change (including, without limitation, identification of any related Field Order);

ii. a Reasonable Order of Magnitude Estimate by Contractor of any related Contract Adjustments (additive and deductive) to the Contract Sum Payable; and,

iii. if such circumstances involve a right to adjustment of the Contract Time due to Compensable Delay or Excusable Delay that has not been waived below, Contractor shall include, if not previously provided, a complete and timely Notice of Delay. Such Notice of Delay must be clearly communicated to the PMO at the time the issues arise.

3. Waiver by Contractor

Failure by Contractor to provide a complete and timely Notice of Change under circumstances where a Notice of Change involving a change is required shall constitute a waiver by Contractor of the right to a Contract Adjustment on account of such circumstances and a waiver of any right to further recourse or recovery by reason of or related to such change by means of the claims dispute resolution process or by any other legal process otherwise provided for under applicable laws.

4. Deductive Adjustments

Failure by Contractor to submit a timely or proper Notice of Change under circumstances in which a Notice of Change is required shall in no way affect City’s right to a deductive Contract Adjustment on account of such circumstances.

g. CHANGE ORDER REQUEST

1. Submission

With respect to any matter that may involve or require a Contract Adjustment (additive or deductive) of the Contract Sum Payable, Contractor shall, within fourteen (14) Days after receipt by Construction Manager of a Notice of Change to submit to Construction Manager a written Change Order Request.

2. Form

Change Order Requests shall be provided using forms furnished by the City through the Construction Manager.

3. Content

Each Change Order Request in order to be considered complete shall include:

(i) a detailed description of the circumstances for the Compensable Change, Deleted Work or Compensable Delay;

(ii) documentation detailing the origination of the changes (e.g., RFI, ASI, Field Order), plan/drawing markups identifying areas in question, relevant specification sections or submittal data;

(iii) a complete, itemized cost breakdown (additive and deductive) of the Allowable Costs that form the basis for the Contractor’s request for Contract Adjustment of the Contract Sum Payable, including: (a) all of Contractor’s and each Subcontractor’s costs, quantities, hours, unit prices, rates and Allowable Markups and (b) if the Subcontractor’s pricing is in the form of a lump sum price a detailed breakdown of the lump sum price into its component and individual items of Allowable Costs and Allowable Markup; and

   (i) if such circumstances involve a right to a Contract Adjustment of the Contract Time due to Compensable Delay or Excusable Delay that has not been waived, Contractor shall include, if not previously provided, a complete and timely Request for Extension.

   (ii) All Change Order Requests that are submitted without complete backup documentation, as required
4. Waiver by Contractor

Failure by Contractor to provide a complete and timely Change Order Request under circumstances where a Change Order Request involving a change is required shall constitute a waiver by Contractor of the right to a Contract Adjustment on account of such circumstances and a waiver of any right to further recourse or recovery by reason of or related to such change by means of the claims dispute resolution process or by any other legal process otherwise provided for under applicable laws.

5. Deductive Adjustments

Failure by Contractor to submit a timely or proper Change Order Request under circumstances in which submission of a Change Order Request is required shall in no way affect City’s right to a deductive Contract Adjustment on account of such circumstances.

6. Formal Notice of Essence

Contractor recognizes and acknowledges that timely submission of a formal Notice of Change and Change Order Request, whether or not the circumstances of the Change may be known to the City or available to City through other means, is not a mere formality but is of crucial importance to the ability of City to promptly identify, prioritize, evaluate and mitigate the potential effects of Changes. Any form of informal notice, whether verbal or written (including, without limitation, statements in Requests for Information, statements at regular job meetings or entries on monthly reports, daily logs or job meeting minutes), that does not strictly comply with the formal requirements set forth herein shall accordingly be insufficient.

**h. PRICING - BASIS OF CALCULATION**

1. Changes Not Involving Time

Contract Adjustments to the Contract Sum Payable on account of Compensable Changes or Deletion Work, other than Contract Adjustments to the Contract Sum Payable for Compensable Delay, shall be calculated, by one of the following methods:

(i) Lump Sum

By mutual acceptance of a lump sum proposal from Contractor based solely on Allowable Costs and Allowable Markups that is properly itemized and supported by sufficient substantiating data to permit evaluation.

(ii) Unit Prices

By the unit prices set forth in the Contract or such other unit prices as are subsequently and mutually agreed to in writing between the City and Contractor, with no amount added thereto for Allowable Markups.

(iii) Estimating Guides

For Compensable Changes with respect to which City has elected to make a unilateral and final determination, by the sum of all the following: (1) the reasonable value of materials and equipment documented as having been actually incorporated into the Work, which reasonable value may be less but shall never be more than Contractor's actual Allowable Costs therefor; (2) an estimate of the reasonable costs of labor, installation and other services using the lower of the estimated prices for the locale of the Project (or if prices are not reported for the locale of the Project, the estimated prices that are reported for the region in which the Project is located) as reported in the following recognized estimating guides: (a) R. S. Means Company, Inc. Building Construction Cost Data, Western Region - Latest Edition, P.O. Box 800 Kingston, MA 02364-800; or (b) Lee Saylor, Inc. Current Construction Costs - Latest Edition, 9420 Topanga Canyon Boulevard, Woodland Hills, CA 91311; and (3) the amount that results when the applicable Allowable Markup is applied to the sum of the amounts derived from Clauses (1) and (2) of this Subparagraph.

(iv) Time and Materials

With respect to Compensable Changes, if none of the three methods described immediately above is applicable, then the additive amount increasing the Contract Sum Payable shall be calculated by taking (a) the total of the reasonable expenditures by Contractor and its Subcontractors, documented in the manner required below for Allowable Costs that are actually and directly incurred and paid in the performance of the Compensable Change, not to exceed for any Compensable Change a price that is reasonable, competitive and fair to City given the amount and type of Work involved and the circumstances under which the Compensable Change is performed, and adding thereto the amount which result when the applicable Allowable Markups are applied to such total. A Contract Adjustment that is calculated in this manner shall be subject to a not-to-exceed or guaranteed maximum price if such not-to-exceed or guaranteed maximum price
has been mutually agreed upon between City and Contractor. If Contractor has reason to believe that a lump sum or unit price for a Subcontractor’s performance of a portion of Extra Work authorized to be performed on a time and materials basis is available and Contractor has reason to believe such price is lower than the price that would be charged by the Subcontractor pursuant to the foregoing time and materials calculation, then Contractor has an obligation to inform City of that fact (along with the provision to the City of a complete itemized breakdown of same) so as to afford City the opportunity, on a fully informed basis as to the component Allowable Costs and Allowable Markups that comprise such price, to avail itself of such favorable pricing.

(v) Deleted Work

Except as otherwise provided below, in the case of Deleted Work, the credit amount used to reduce the Contract Sum Payable shall be calculated by taking: (a) the greater of either (i) the value assigned to the Deleted Work in the Schedule of Values, exclusive of all estimated markups by Contractor and any Subcontractor for overhead and profit (or, if insufficient detailed information on costs, overhead and profit for the Deleted Work is explicitly assigned in the Schedule of Values, as derived from the cost, bidding and/or estimating information that formed the basis for the establishment of the values set forth in such Schedule of Values); or (ii) a reasonable estimate of the value (based on savings of Allowable Costs only) of the Deleted Work (exclusive of any markups for overhead or profit) as of the Bid/Proposal Closing Deadline plus (b) a credit for any indirect (i.e., corporate, home office and general administrative) overhead and profit by Contractor and its Subcontractors, of every Tier, on the Deleted Work sufficient to ensure that the amount retained by Contractor or any Subcontractor for the Deleted Work does not exceed the amount of Allowable Markup that is permitted to be retained by each, respectively, pursuant to the calculations of applicable credits that result from the application of the Allowable Markups that are set forth below. The foregoing credit to City shall be in addition to any other credit that may be due to City for Contract Adjustments shortening the Contract Time due to Deleted Work.

2. Changes Involving Time

Contract Adjustments that are based on an extension of the Contract Time for Compensable Delay or a shortening of the Contract Time due to Deleted Work shall be calculated exclusively in the manner stated herein below, with no Allowable Markup thereon for Contractor or any Subcontractor, of any Tier. A complete and detailed Time Impact Analysis must be submitted along with a previously approved CPM schedule. This must be accompanied by a comprehensive narrative explaining the critical path activities that were impacted by the changes, the duration of the impact(s), the cause(s) of the impact, the potentially responsible person(s) and the associated Project documentation (RFIs, ASIs, etc.). Contract Adjustments that are based on an acceleration in performance of the Work that is ordered by City in writing to overcome a Compensable Delay for which the Contractor is entitled to an extension of the Contract Time that has been properly requested and is not granted by City due to a City decision to accelerate rather than extend the Contract Time shall be calculated exclusively in the manner stated below.

3. Time and Materials Documentation

Without limitation to any other provisions of the Contract Documents, Contractor’s right to reimbursement of Allowable Costs incurred by Contractor or its Subcontractors in the performance of a Compensable Change for which the Contract Adjustment is calculated pursuant to the time and materials method set forth above, shall be conditioned on Contractor’s compliance with the following conditions with respect to documentation of the Extra Work that is involved in the performance of the Compensable Change:

(i) Labor

At the close of each Day on which such Extra Work is performed, Contractor shall submit to Construction Manager and, if requested, to the Inspector of Record, an Extra Work report, on forms provided by City, that sets forth with respect to each and all of the actual hours spent in performance of the Extra Work on the Day that the Extra Work was performed the following: the names of the workers, their classifications, hours worked and hourly rates. Such forms shall include a written certification by Contractor’s project manager or superintendent at the time of submission that the information contained therein is complete and accurate.

(ii) Materials, Equipment

At the close of each Day on which such Extra Work is performed, Contractor shall submit to Construction Manager and, if requested, to the Inspector of Record, an Extra Work report, on forms provided by City, that sets forth with respect to each and all of the materials and equipment used or consumed in the performance of the Extra Work on the Day that the Extra Work was performed, the following: a list of the materials and equipment, prices or rates charged, in the case of equipment a description of the type of equipment, identification number, and hours of operation (including loading and transportation), and copies of delivery tickets, invoices or other documentation confirmatory of the foregoing.
(iii) Other Services or Expenditures

At the close of each Day on which such Extra Work is performed, Contractor shall submit to Construction Manager and, if requested, to the Inspector of Record, an Extra Work report, on forms provided by City, that sets forth a list of other expenditures constituting Allowable Costs incurred in performance of the Extra Work on the Day that the Extra Work was performed, along with documentation verifying the amounts thereof in such detail as City may require.

(iv) Subsequent Documentation

Documentation not available on any Day that a portion of the Extra Work is performed shall be submitted as soon as they are available but not later than twenty-one (21) Days after the earlier of the Day of delivery or incorporation of the particular item of Extra Work at the Site.

(v) Subcontractor Costs

Extra Work performed by Subcontractors shall be performed on a time and materials basis and documented in the same manner as required of Contractor and shall not, unless approved in writing by Construction Manager, be based on a lump sum or unit price; provided, however, that if Contractor has reason to believe that a lump sum or unit price for a Subcontractor’s performance of all or a portion of Extra Work authorized by City to be performed by Contractor on a time and materials basis is available and Contractor has reason to believe such price is lower than the price that would be charged by the Subcontractor on a time and materials basis, then Contractor has an obligation to inform Construction Manager of that fact (along with provision to City of a complete itemized breakdown) so as to afford City the opportunity to avail itself of such favorable pricing.

(vi) Authentication

In addition to the foregoing, City may require that Contractor comply with other reasonable requirements pertaining to observation and verification of time and materials work and authentication of time and material tickets and invoices by persons designated by City for such purpose.

4. Waiver by Contractor

The failure of Contractor to submit authentication of costs in the manner required hereby shall, if City elects in its reasonable discretion to treat it as such, constitute a waiver by Contractor of any right to a Contract Adjustment to the Contract Sum Payable for the Allowable Costs incurred for performance of that portion of the Extra Work for which Contractor has failed to provide such authentication.

i. ALLOWABLE COSTS

The term “Allowable Costs” (1) means the costs that are listed below and (2) excludes costs that do not constitute Allowable Costs as stated herein below:

1. Labor

Straight-time wages and, if specifically authorized by City in writing, for employees employed at the Site, including wages for employees of Subcontractors performing engineering or fabrication detailing at locations other that at the Site. The use of a labor classification which would increase the Allowable Costs for Extra Work will not be permitted unless Contractor establishes the necessity for the use of such labor classification. Overtime wages and salaries shall only constitute an Allowable Cost to the extent permitted by the Contract Documents and only as specifically authorized by City in writing setting forth the amount of overtime anticipated, which amount shall be deemed the maximum amount of overtime reimbursable as an Allowable Cost. As part of the Allowable Costs permitted by this Subparagraph, Contractor shall be entitled to be reimbursed wages paid to a “time and materials clerk” employed by Contractor to track and document Compensable Changes that are authorized or permitted to be performed on a time and materials basis, provided that the time expended by such employee is verified by contemporaneously maintained time sheets maintained by such clerk showing the actual time spent tracking and documenting the performance of Compensable Changes separately from other tasks or functions performed by such clerk. Labor rates for all trades shall be submitted to the PMO at the beginning of the Project and shall include calculations for fully-burdened rates based on the verified prevailing wages per DIR (https://www.dir.ca.gov/OPRL/2019-1/PWD/index.htm) at the time of the bid/proposal is submitted, and using the attached Labor Rate Worksheet (Appendix 1 to these General Conditions).
2. **Benefits**

To the extent based on wages reimbursable above, net actual employer costs of payroll taxes (FICA, Medicare, SUTA, FUTA), insurance (as adjusted for experience modifiers, premium discounts, dividends, rebates, expense constants, assigned risk pool costs, net cost reductions due to policies with deductibles for self-insured losses, assigned risk rebates, or the like), health and welfare, pension, vacation, apprenticeship funds and benefits required by the Project Labor Agreement (if applicable), Labor Compliance Program (if applicable) or lawful collective bargaining agreements.

3. **Materials**

Costs of materials used or consumed in the Work at a price that is competitive to the price charged for similar materials delivered within the general vicinity of the Site by other subcontractors, suppliers, manufacturers and distributors. The cost for any such item that is not new shall mean "fair market value" based on the estimated price a reasonable purchaser would pay to purchase the used material at the time it was used or consumed for the Work, which fair market value must be declared by Contractor and approved by City prior to such use or consumption. Provide detailed supplier/vendor invoices for all materials included in Change Order Requests.

4. **Taxes**

Sales taxes on the costs of the materials described in above, and a prorated portion of applicable City gross receipts taxes payable by Contractor (not Subcontractors) that is allocable to the value of the Extra Work or Deleted Work involved.

5. **Equipment Rental**

Rental charges for necessary machinery and equipment, exclusive of hand tools, whether rented from Contractor or others. No charge shall be allowed or credit required for items which have a replacement value of One Hundred Dollars ($100) or less. The allowable rental rates shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, loading, transportation, repairs and maintenance of any kind, depreciation, storage, insurance and all incidentals. If equipment used for Extra Work is used intermittently and, when not in use, could be returned to its rental source at less expense to City than holding it at the Site, it shall be returned, unless Contractor elects to keep it at the Site at no expense to City. Under no circumstances shall the aggregate rentals chargeable for any item of equipment exceed the following percentages of the fair market value of the item at the time of its first use for the Work, which fair market value must be declared by Contractor and approved by PMO prior to the first use of such item in or for the Work:

1. if the item is owned by the Contractor or any company affiliated with Contractor, the aggregate rentals shall not exceed 75% of such fair market value; and
2. if the item is not owned by the Contractor or any company affiliated with Contractor, the aggregate rentals shall not exceed 100% of such fair market value. All equipment shall be acceptable to City, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and manufacturer's approved modifications shall be used to classify equipment, and it shall be powered by a unit of at least the minimum rating recommended by the manufacturer. The cost of major repairs or overhaul of rented equipment or machinery shall be deemed a cost of business of the lessor of such equipment or machinery and shall not be reimbursable as an Allowable Cost.

6. **Subcontractors**

Payments made by Contractor to Subcontractors; provided, however, that: (1) such payment are not otherwise precluded from reimbursement by the terms of the Contract Documents; (2) such payments are for Work performed in accordance with the requirements of the Contract Documents; (3) such payments are for amounts properly due and owing by Contractor under the terms of the governing contract between Contractor and such Subcontractor; and (4) in the case of payments for extra work performed by a Subcontractor pursuant to a change order executed between Contractor and a Subcontractor the change order was executed under circumstances in which the Subcontractor was entitled under the terms of its contract with Contractor to receive the amount of additional compensation agreed to in the change order.

7. **Royalties, Permits**

Costs of royalties and permits.

8. **Bonds**

Costs of bonds required to be furnished by Contractor (not Subcontractors) under the terms of the Contract Documents; provided, however, that such additional costs chargeable for Extra Work or credited for Deleted Work shall not exceed two percent (2%) of the costs described above.

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j. COSTS NOT ALLOWED

Allowable Costs shall not include any of the costs associated with any of the following (whether incurred by Contractor or a Subcontractor):

1. superintendent(s);
2. assistant superintendent(s);
3. project engineer(s);
4. project manager(s);
5. scheduler(s);
6. estimator(s);
7. drafting or detailing (except as otherwise permitted above);
8. vehicles not dedicated solely to the performance of the Work;
9. small tools with a replacement value not exceeding One Hundred Dollars ($100);
10. office expenses, including staff, materials and supplies;
11. on-Site and off-Site trailer and storage rental and expenses;
12. Site fencing not added solely due to the performance of Extra Work;
13. utilities, including gas, electric, sewer, water, telephone, telefax and copier equipment;
14. computer and data-processing personnel, equipment and software;
15. federal, state or local business, income and franchise taxes;
16. insurance (including, without limitation, general liability, automobile and worker’s compensation) unless related to i. 2. above;
17. without limitation to Contractor’s rights, costs, of any kind, incurred by Contractor or a Subcontractor, of any Tier, that arise from or relate to Delay or acceleration to overcome the effects of Delay; and
18. costs and expenses of any kind or item not specifically and expressly included in the Allowable Costs paragraph, above.

k. ALLOWABLE MARKUPS

Allowable Markups consist of the percentages set forth above that, except as otherwise stated in the Contract Documents, are the maximum percentages (for Compensable Changes) and the minimum percentages (for Deleted Work) to be used for purposes of computing Contract Adjustments by means of the pricing methods set forth above. Subject to the exclusions and limitations set forth below, or elsewhere in the Contract Documents, Allowable Markups include and are limited to the following:

1. Self-performed Work
   (I) Compensable Change

Compensable Change. With respect to all or that portion of a Compensable Change involving Self-Performed Work, the Allowable Markup to Contractor shall be not more than fifteen percent (15%) for labor, and fifteen percent (15%) for materials and equipment, which percentage shall for purposes of calculating the Contract Adjustment be multiplied times the Allowable Costs incurred by Contractor in performance of such Self-Performed Work, including, without limitation, Allowable Costs for materials or equipment purchased by Contractor from a first-Tier Subcontractor that is not an Installation Subcontractor.

(II) Deleted Work

With respect to or that portion of Deleted Work involving Self-Performed Work, the City shall, in addition to the credit for Allowable Costs calculated above, be entitled to a credit of eight percent (8%) of such Allowable Costs.

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2. Installation Subcontractors (First-Tier)

(i) Compensable Change

With respect to all or that portion of a Compensable Change that is performed by a first-Tier Installation Subcontractor, the Allowable Markups to the first-Tier Installation Subcontractor and the Contractor shall be as follows:

(a) The Allowable Markup to the first-Tier Installation Subcontractor shall be not more than ten percent (10%) for labor, and fifteen percent (15%) for materials and equipment, which percentage shall for purposes of calculating the Contract Adjustment be multiplied times the Allowable Costs that are incurred by such first-Tier Installation Subcontractor in the performance of such Compensable Change.

(b) The Allowable Markup to Contractor shall be five percent (5%), which percentage shall for purposes of calculating the Contract Adjustment be multiplied times the sum of (i) the Allowable Costs incurred by such first-Tier Installation Subcontractor and (ii) the amount which results when the Allowable Markup thereon pursuant to preceding Clause (a) of this Subparagraph is multiplied times such Allowable Costs.

(ii) Deleted Work

With respect to all or that portion of Deleted Work that was to have been performed by a first-Tier Installation Subcontractor, the City shall, in addition to the credit for savings in Allowable Costs provided for above, be entitled to the following:

(a) A markup credit shall be due from the first-Tier Installation Subcontractor of not less than eight percent (8%) of the amount of the Allowable Costs savings to the first-Tier Installation Subcontractor as calculated above.

(b) An additional credit shall be due from Contractor of not less than five percent (5%) of the amount of the total credit due from the first-Tier Installation Subcontractor as calculated above.

3. Installation Subcontractors (Second-Tier)

(i) Compensable Change

With respect to all or that portion of a Compensable Change that is performed by a second-Tier Installation Subcontractor, the Allowable Markups to such second-Tier Installation Subcontractor, to the first-Tier Installation Subcontractor that is above and in the same vertical contractual line of Tiers with such second-Tier Installation Subcontractor and to the Contractor, shall be as follows:

(a) The Allowable Markup to the second-Tier Installation Subcontractor shall be not more than ten percent (10%) for labor, and fifteen percent (15%) for materials and equipment, which percentage shall for purposes of calculating the Contract Adjustment be multiplied times the Allowable Costs incurred by such second-Tier Installation Subcontractor in the performance of such Compensable Change.

(b) The Allowable Markup to the first-Tier Installation Subcontractor that is above and in the same vertical contractual line of Tiers with such second-Tier Installation Subcontractor shall be not more than five percent (5%), which percentage shall for purposes of calculating the Contract Adjustment be multiplied times the sum of (i) the Allowable Costs that are incurred by such second-Tier Installation Subcontractor in the performance of such Compensable Change and (ii) the amount which results when the Allowable Markups thereon are multiplied times such Allowable Costs.

(c) The Allowable Markup to Contractor shall be five percent (5%), which percentage shall for purposes of calculating the Contract Adjustment be multiplied times the sum of (i) the Allowable Costs incurred by the second-Tier Installation Subcontractors in the performance of such Compensable Change and (ii) the amounts which result when the Allowable Markups thereon pursuant to Clauses (a) and (b) of this are multiplied times such Allowable Costs.

(ii) Deleted Work

With respect to all or that portion of Deleted Work that was to have been performed by a second-Tier Installation Subcontractor, the City shall, in addition to the credit for savings in Allowable Costs provided for above, be entitled to the

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following:

(a) A markup credit shall be due from the second-Tier Installation Subcontractor of eight percent (8%) of the amount of the Allowable Costs savings to the second-Tier Installation Subcontractor as calculated above.

(b) A markup credit shall be due from the first-Tier Installation Subcontractor of five percent (5%) of the amount of the total credit due from the second-Tier Installation Subcontractor as calculated above.

(c) A markup credit shall be due from the Contractor of five percent (5%) of the amount to total credits due from the first and second-Tier Installation Subcontractors as calculated above.

4. Other Subcontractors and Maximum Aggregate Markup

(i) Compensable Changes

With respect to any other Subcontractor, of any Tier, performing all or a portion of a Compensable Change who is not an Installation Subcontractor or who is an Installation Subcontractor below the second-Tier, the following shall apply:

(a) No markup shall be allowed to such other Subcontractor.

(b) The Subcontractor that is positioned in the Tier immediately above such other Subcontractor shall be entitled to an Allowable Markup of not more than five percent (5%) upon the Allowable Costs incurred by such other Subcontractor in the performance thereof.

(c) Except as permitted above, no other Allowable Markup by any Subcontractor of any Tier above such other Subcontractor shall be permitted.

(d) Contractor shall be entitled to an Allowable Markup of five percent (5%) of the sum of (i) the Allowable Costs incurred by such other Subcontractor in the performance thereof and (ii) the amount which results when the Allowable Markup permitted by Clause (b) of this Subparagraph is multiplied times such Allowable Costs.

(e) The maximum aggregate or cumulative markup, for any and all compensable changes performed by Contractor and/or any tier Subcontractor, shall not exceed twenty percent (20%) for labor and twenty-five percent (25%) for materials and equipment, inclusive of the final allowable markup of five percent (5%) to Contractor for oversight and management of all Subcontractor tiers.

(ii) Deleted Work

Notwithstanding anything stated above, to the contrary, with respect to all or a portion of Deleted Work to be performed by any other Subcontractor, of any Tier, who is not an Installation Subcontractor or who is Installation Subcontractor below the second-Tier, there shall be included in the calculation of the Contract Adjustment the following credits to City:

(a) The City shall be entitled to a credit for the full amount of the price (including all direct and indirect overhead and profit) agreed to or proposed by such Subcontractor for such Deleted Work to be performed by such Subcontractor.

(b) The City shall be entitled to a credit for any and all markups to such Subcontractor's price that are added by Contractor or by any Subcontractor who is positioned in a Tier that is above and in the same vertical contractual line of Tiers with such Subcontractor.

I. REVIEW OF MARKUPS

It is Contractor's responsibility to review information submitted by Subcontractors to ensure that all markups comply with the requirements of the Contract Documents. Payment by the City of markups that exceed Allowable Markups shall not be considered as a waiver by City of the right to require repayment by Contractor of any markup charged that is in excess of Allowable Markups and such excess amounts shall be promptly paid by Contractor to City.

m. EXCLUSIONS AND LIMITATIONS

Allowable Markups are not permitted: (1) on agreed unit prices; (2) on City Furnished Materials; (3) on liquidated damages payable to Contractor for Compensable Delay; (4) to a Subcontractor who contracts to perform a Compensable Change that is in fact wholly performed by another Subcontractor (for purposes of this Paragraph, "wholly performed" means that all of the Compensable Change, other than supervision or minor labor or materials, are furnished by such other Subcontractor); or (8)
on any Cost of Work or other compensation or cost with respect to which the Contract Documents state that there shall be "no Allowable Markup", "no markup for overhead and profit" or words of similar meaning.

n. **NET CALCULATIONS**

If any single Change or collection of Changes in the same or related portions of the Work, or in multiple portions of Work covered by a single bulletin or instruction by City, Construction Manager or a City Consultant, involve both Compensable Change and Deleted Work, and if the added Allowable Costs resulting from the Compensable Change exceed the reduction calculated in accordance with the requirements above, (excluding any Allowable Markup to the Contractor) then the calculation of Allowable Markups to Contractor shall be based on and limited to the resulting net increase in such Allowable Costs.

o. **UNIT PRICES**

Unless otherwise stated in the Contract Documents, unit prices stated in the Contract Documents or subsequently agreed upon by City and Contractor shall be deemed to include and encompass all costs of performance, overhead and profit, including, without limitation, all Allowable Costs and Allowable Markups. If the unit price stated in the Contract Documents is based on an estimated quantity established by City in the Construction Contract and the actual quantity of such unit-priced item varies by more than 25% above or below the estimated quantity, an equitable adjustment in the Contract Sum Payable, shall be made upon demand of either City or Contractor. Such equitable adjustment shall be based solely upon any increase or decrease in Allowable Costs (without any Allowable Markups), due solely to the variation above 125% or below 75% of the estimated quantity.

p. **DISCOUNTS**

For purposes of determining Allowable Costs of a Compensable Change, all trade discounts, rebates, refunds, and returns from the sale of surplus materials and equipment shall accrue and be credited to City, and Contractor shall take all necessary steps to ensure that such discounts, rebates, refunds and returns are secured.

q. **PROMPT PRICING**

It is fundamental to the City's objective of controlling costs that performance of Compensable Changes on a time and materials basis of compensation and without a not-to-exceed price be curtailed. Contractor recognizes that prompt pricing by Contractor is critical to this objective. Accordingly, in addition to and without limitation on any of the City's other rights or remedies, including, without limitation, its right to enforce a waiver, it is agreed that if Contractor fails to timely submit a complete Change Order Request with respect to any circumstance, event or occurrence constituting a Compensable Change: (1) any Delay to the performance of the Work associated with the performance, delayed performance or nonperformance of such Compensable Change shall be conclusively deemed to be an Unexcused Delay; and (2) the City shall have the option, exercised in its sole discretion, to unilaterally fix and determine the amount of the Contract Adjustment to the Contract Sum Payable for such Compensable Change based on the "estimating guide" method set forth above, which determination shall be conclusively final and binding upon Contractor.

r. **FINAL PAYMENT**

No Claim by Contractor for adjustment to the Contract Sum Payable shall be allowed if asserted after Final Payment.

s. **Full Resolution**

Except as otherwise stated below, the signing of a Change Order by Contractor and the City shall be conclusively deemed to be a full resolution, settlement and accord and satisfaction with respect to any and all Loss and Delay, whether known or unknown at the time of execution of the Change Order, related to the subject matter of the Change Order including, without limitation, all rights to recovery of costs, expenses or damages for delay, disruption, hindrance, interference, extended or extraordinary (direct and indirect) overhead, multiplicity of changes, loss of productivity, labor, wage or material cost escalations, inefficiency, legal expenses, consultant costs, interest, lost profits or revenue, bond and insurance costs, changes in taxes and other similar and related Losses. The foregoing provisions of this Article shall, whether or not they are expressly stated or referenced on the face of a Change Order, be deemed to be part of the terms of the Change Order and shall be deemed to supersede and govern over any other provision contained in any proposal, estimate or other documents attached to or referenced in such Change Order that conflicts with the provisions of this Article.

t. **NO "TOTAL COST" CALCULATIONS**

Contractor represents and warrants that it has the ability to generate and maintain complete and accurate cost accounting records that, if required, will reflect the actual costs of the Work incurred or avoided for multiple items of Compensable Change and, on an event-by-event basis, the effect of multiple and concurrently occurring or caused Compensable Delays on the progress of the Work. Accordingly, Contractor agrees that all Change Order Requests and Claims shall be itemized in a manner that, with reasonable mathematical certainty and without reliance upon probabilities or inferences, segregates on a discrete, event-by-event basis the direct, actual Allowable Costs associated with each Individual Compensable Change or Compensable Delay. Unless otherwise agreed to by City in writing in the exercise of its sole discretion, Change Order Requests and Claims shall not be based, in whole or in part, upon any methodology (such as "total cost" or "modified total cost" methodologies) that purports to establish Contractor's entitlement to additional compensation inferentially based, solely or principally, on the difference between Contractor's total costs for the Work or a portion of the Work and its original estimate of costs for performance of the Work.
u. MULTIPLE CHANGES

The City reserves the absolute right to make whatever Changes, including, without limitation, Compensable Changes or Deleted Work, that it determines, in its sole discretion, are necessary or otherwise desirable. Under no circumstances shall the individual or cumulative number, value or scope of such Changes, or their individual and cumulative impact on the Work, become a basis for Contractor to assert any claim for breach of contract, abandonment, rescission, termination, cardinal change or reformulation of the Construction Contract, nor shall such circumstances be the basis for Contractor, or any of the Subcontractors, of any Tier, to assert a right of recovery of any Loss if such right is not permitted by, or is in excess of that allowed under, the Contract Documents.

v. CONTINUOUS PERFORMANCE

No dispute or disagreement with respect to any Changes or Delay, including, without limitation, disputes over Contractor’s right to or the terms of a Contract Adjustment, shall relieve or excuse Contractor from the obligation to proceed with and maintain continuous, expeditious and uninterrupted performance of the Work, including performance of any disputed Changes.

Article 43. DEDUCTIONS FOR UNCORRECTED WORK

If City deems it inexpedient to correct work injured or not done in accordance with Contract, an equitable deduction from Contract Price shall be made therefore.

Article 44. PAYMENTS BY CONTRACTOR

Contractor shall pay:

a. For all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered,

b. For all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at site of Project and balance of cost thereof not later than the 30th day following completion of that part of work in or on which such materials, tools, and equipment are incorporated or used, and

c. To each of his/her Subcontractors, not later than the 5th day following each payment to Contractor, the respective amounts allowed Contractor on account of work performed by respective Subcontractor to the extent of such Subcontractor’s interest therein.

Article 45. CONTRACTOR’S SUPERVISION

a. Unless personally present on the premises where work is being done, Contractor shall keep on the work, during its progress, a competent full-time job (project) superintendent satisfactory to City. The job superintendent shall not be changed except with the written consent of City unless the job superintendent proves to be unsatisfactory to Contractor and cease to be in his/her employ. The job superintendent shall represent Contractor in his/her absence and all directions given to him shall be as binding as if given to Contractor. Other directions shall be so confirmed on written request in each case.

b. Contractor shall give efficient supervision to work, using his/her best skill and attention to control safety and job coordination. He shall carefully study and compare all drawings, specifications, and other instructions and shall at once report to architect any error, inconsistency or omission which he may discover. The Contractor shall not be liable to City for any damage resulting from errors or deficiencies in the Contract Documents or other instructions by the Architect.

Article 46. INSPECTOR’S FIELD OFFICE

a. Contractor shall provide for the use of inspector a separate trailer or temporary private office of not less than hundred square feet of floor area to be located as directed by inspector and to be maintained until removal is authorized by City. The Office shall be of substantial waterproof construction with adequate natural light and ventilation by means of stock design windows. Door shall have a key-type lock or padlock hasp. The inspector’s field office shall have heating and air-conditioning and use of an on-site copier and scanner at Contractor’s expense.

b. A table satisfactory for the study of plans and two chairs shall be provided by Contractor. Contractor shall provide and pay for adequate electric lights, local telephone service, and adequate heat and air conditioning for the field office until authorized removal.

c. The provisions of this section are intended to be supplementary to any requirements provided elsewhere in these Contract Documents, however in the event of conflicts between this section and other provisions of these Contract Documents, this section shall prevail.

Article 47. DOCUMENTS ON WORK

a. Contractor shall keep one copy of all Contract Documents, including Addenda, Change Orders, and the prevailing wage rates applicable at the time of the Contract, which are a part of Contract Documents, on job at all times. Said documents shall be kept in good order and shall be available to City representative, Architect and his/her representatives.
b. Contractor shall also make available all books, records, accounts, contracts, bids, etc. upon request of City.

**Article 48. RECORD ("AS BUILT") DRAWINGS**

a. Contractor shall maintain a clean, undamaged set of Contract drawings and shop drawings. In addition to maintaining one complete set of record drawings (herein referred to as "as-bults"), Contractor shall require each trade to do its own as-bults. The trade as-bults shall contain information showing clean and clear drawings with horizontal and vertical controls suitable for conversion to electronic media. Graphic quality must be equal to clean and clear original drawings; adequacy of the drawings shall be determined by the City's representative or Architect. Contractor shall mark the set to show the actual installation where the installation varies from the work as originally shown. Contractor shall mark whichever drawings are most capable of showing conditions fully and accurately where shop drawings are used and shall record a cross-reference at the corresponding location on the Contract drawings. Contractor shall give particular attention to concealed elements that would be difficult to measure and record at a later date. Contractor shall use colors to distinguish variations in separate categories of the work.

b. Contractor shall note related change order numbers where applicable. Contractor shall organize record drawings sheets into manageable sets, bound with durable paper cover sheets and shall print suitable title, dates and other identification on the cover of each set.

c. At the end of the Project, the Contractor shall provide the City representative with a complete set of as-built drawings. The complete set shall contain information showing clean and clear drawings with horizontal and vertical controls suitable for conversion to electronic media. Graphic quality must be equal to clean and clear original drawings; adequacy of the drawings shall be determined by the City's representative or Architect. The as-bults must show the entire site for each major trade, including but not limited to water, sewer, electrical, data, telephone, cable, fire, alarm, gas, and plumbing.

**Article 49. UTILITY USAGE**

a. All temporary utilities, including but not limited to electricity, water, gas, and telephone used on work shall be furnished and paid for by Contractor. Contractor shall furnish and install necessary temporary distribution systems, including meters, if necessary, from distribution points to points on site where utility is necessary to carry on the work. Upon completion of work, Contractor shall remove all temporary distribution systems.

b. Contractor shall provide necessary and adequate utilities and pay all costs for water, electricity, gas, oil, and sewer charges required for completion of the Project.

c. All permanent meters installed shall be listed in the Contractor's name until completion occurs, as defined in Article 6 hereof, at which time further pro-rating will be determined if necessary. When City begins using the Project, charges over and above power actually used for construction will be the responsibility of the City.

d. If Contract is for construction in existing facilities, Contractor may, with written permission of City, use City's existing utilities by making prearranged payments to City for utilities used by Contractor for construction.

**Article 50. SANITARY FACILITIES**

The Contractor shall provide a sanitary temporary toilet building as directed by the inspector for the use of all workers. The building shall be maintained in a sanitary condition at all times and shall be left at the site until the inspector directs removal. Use of toilet facilities in the work under construction shall not be permitted except by approval of the inspector.

**Article 51. TRENCHES**

If the Contract Price exceeds $25,000, the Contractor shall submit to the City or a registered civil or structural engineer employed by the City, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer. No excavation of such trench or trenches shall be commenced until said plan has been accepted by City or the person to whom authority to accept has been delegated by City.

**Article 52. PROTECTION OF WORK AND PROPERTY**

a. The Contractor shall be responsible for all damages to persons or property that occur as a result of his/her fault or negligence in connection with the prosecution of this Contract. Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the City. All work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and Contract Documents. Contractor shall take all necessary precautions for the safety of employees on the Project and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of his/her organization on the work, whose duty shall be prevention of accidents. The name and position of the person so designated shall be reported to City by Contractor.
b. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from Architect or City, is hereby permitted to act, at his/her discretion, to prevent such threatened loss or injury, and he shall so act, without appeal, if so authorized or instructed by Architect or City. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.

c. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all work, materials, equipment, appliances, and tools against damage by weather conditions.

d. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, adjoining property, and structures, and to avoid damage thereto, and repair any damage thereto caused by construction operations. Contractor shall:
   1. Enclose working area with a substantial barricade, arrange work to cause minimum amount of inconvenience and danger to students and faculty in their regular school activities, and perform work which may interfere with school routine before or after school hours. (This subsection applies to new construction on existing sites.)
   2. Provide substantial barricades around any shrubs or trees indicated to be preserved.
   3. Deliver materials to the building area over a route designated by Architect.
   4. When directed by City, take preventive measures to eliminate objectionable dust.
   5. Confine Contractor's apparatus, the storage of materials, and the operations of his/her workers to limits indicated by law, ordinances, permits, or directions of Architect. Contractor shall not unreasonably encumber premises with his/her materials. Contractor shall enforce all instructions of City and Architect regarding signs, advertising, fires, danger signals, barricades, and smoking and require that all persons employed on work comply with all regulations while on construction site.
   6. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved civil engineer or land surveyor, licensed in the State of California, at no cost to the City.

Article 53. LAYOUT AND FIELD ENGINEERING

All field engineering required for laying out this work and establishing grades for earthwork operations shall be furnished by the Contractor at his/her expense. Such work shall be done by a qualified civil engineer or land surveyor licensed in California and approved by the Architect. Any required "as-built" drawings of site development shall be prepared by a qualified civil engineer or land surveyor licensed in California and approved by the Architect.

Article 54. REMOVAL OF HAZARDOUS MATERIALS

a. Since removal and/or abatement of asbestos, PCBs and other toxic wastes and hazardous materials is a specialized field of work with specialized insurance requirements, unless otherwise specified in the Contract Documents, City shall contract directly for such services, if required, and shall not require the Contractor to subcontract for such services.

b. In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to the City, Inspector, and Architect in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the City and Contractor if in fact the material is asbestos or PCB and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or PCB, or when it has been rendered harmless, by written agreement of the City and Contractor, or by arbitration under Article 71 hereof.

Article 55. CUTTING AND PATCHING

a. Contractor shall do all cutting, fitting, or patching of work as required to make its several parts come together properly and fit it to receive or be received by work of other contractors showing upon, or reasonably implied by, the drawings and specifications for the completed structure. Contractor shall make good after them as Architect may direct.

b. All cost caused by defective or ill-timed work shall be borne by party responsible therefore.

c. Contractor shall not endanger any work by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor save with consent or at the direction of Architect.

Article 56. CLEANING UP

 Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment caused by this work. Contractor shall not leave debris under, in, or about the premises. Upon completion of work, Contractor shall clean the interior and exterior of the building or improvement including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration. Contractor shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and Contractor shall also remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site.
Article 57. CORRECTION OF WORK BEFORE FINAL PAYMENT

a. Contractor shall promptly remove from the premises all work condemned by City as failing to conform to the Contract, whether incorporated or not. Contractor shall promptly replace and re-execute his/her own work to comply with Contract Documents without additional expense to City and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

b. If Contractor does not remove such condemned work within a reasonable time, fixed by written notice, City may remove it and may store the material at Contractor’s expense. If Contractor does not pay expenses of such removal within ten (10) days’ time thereafter, City may, upon ten (10) days’ written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor.

Article 58. ACCESS TO WORK

City and its representatives shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access so that City’s representatives may perform their functions under Contract.

Article 59. OCCUPANCY

City reserves the right to occupy buildings at any time before completion, and such occupancy shall not constitute final acceptance of any part of work covered by this Contract.

Article 60. CITY’S INSPECTOR

a. If applicable, an inspector will be employed by City.

b. All work shall be under the observation of said inspector. He shall have free access to any or all parts of work at any time. Contractor shall furnish inspector reasonable facilities for obtaining such information as may be necessary to keep him fully informed respecting progress and manner of work and character of materials. Inspection of work shall not relieve Contractor from any obligation to fulfill this Contract. In addition to the City’s rights outlined in Article 13, inspector or Architect shall have authority to stop work whenever the provisions of the Contract Documents are not being complied with and Contractor shall instruct his/her employees accordingly.

Article 61. TESTS AND INSPECTIONS

a. If Contract, City’s instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, Contractor shall give notice in accordance with such authority of its readiness for observation or inspection at least two (2) working days before being tested or covered up. If inspection is by a public authority other than City, Contractor shall inform City of date fixed for such inspection. Required certificates of inspection shall be secured by Contractor. Observations by City shall be promptly made and where practicable at source of supply. If any work should be covered up without approval or consent of City, it must, if required by City, be uncovered for examination and satisfactorily reconstructed at Contractor’s expense in compliance with the Contract. Costs for testing and inspection shall be paid by City. Costs of tests of any materials found not to be in compliance with the Contract shall be paid by the Contractor.

b. Project Inspector and testing lab will be employed by the City and approved by the A/E of Record, Structural Engineer (when applicable).

c. Where such inspection and testing are to be conducted by an independent laboratory or agency, such materials or samples of materials to be tested shall be selected by such laboratory or agency, or City’s representative, and not by Contractor.

d. In advance of manufacture of materials to be supplied by Contractor under the Contract, which by the terms of the Contract must be tested, Contractor shall notify City in advance so that City may arrange for testing of same at the source of supply. Any materials shipped by Contractor from the source of supply prior to having satisfactorily passed such testing and inspection, or prior to receipt of notice from City’s representative that such testing and inspection will not be required, shall not be incorporated into the work without the prior approval of City and subsequent testing and inspection.

e. Re-examination of questioned work may be ordered by City. If so ordered, work must be uncovered by Contractor. If such work is found to be in accordance with the Contract Documents, City shall pay the costs of re-examination and replacement. If such work be found not to be in accordance with the Contract Documents, Contractor shall pay such costs.

Article 62. SOILS INVESTIGATION REPORT

Except as provided in Article 68, when a soils investigation report obtained from test holes at the site is available, such report shall not be a part of this Contract. Nevertheless, with respect to any such soils investigation and/or geotechnical report regarding the site, it shall be the responsibility of the Contractor to review and be familiar with such report. Any information obtained from such report or any information given on drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed, and does not form a part of the Contract, unless otherwise specifically provided. Contractor is required to make a visual examination of site and must make whatever tests he deems appropriate to determine the underground
condition of the soil. Limited soil tests and subsurface investigations, if any, are available for review and consideration by Contractor and were conducted for the purpose of design only. Subsurface investigation information is made available by City solely as a matter of convenience and general information for Contractor and Contractor is expected to review and be familiar with such information. No representation is made by City or Architect that information provided is completely representative of all conditions and materials which may be encountered. If such a report is referenced in the Contract Documents for performance of the Work, such reference shall be to establish minimum requirements only. Further, no representation is made by City or Architect that information provided is solely adequate for purposes of construction. City disclaims responsibility for interpretations by Contractor of soil and subsurface investigation information, such as in protecting soil-bearing values, rock profiles, presence and scope of boulders and cobbles, soil stability and the presence, level and extent of underground water. Contractor shall determine means, methods, techniques and sequences necessary to achieve required characteristics of completed Work. Conditions found after execution of the Agreement to be materially different from those reported and which are not customarily encountered in the geographic area of the Work shall be governed by provisions of the General Conditions of the Contract for unforeseen conditions.

Article 63. ARCHITECT'S STATUS

a. In general, and where appropriate and applicable, the Architect shall be the City's representative during the construction period and shall observe the progress and quality of the work on behalf of the City. He shall have the authority to act on behalf of City only to the extent expressly provided in the Contract Documents. After consultation with the Inspector and after using his/her best efforts to consult with the City, the Architect shall have authority to stop work whenever such stoppage may be necessary in his/her reasonable opinion to insure the proper execution of the Contract.

b. Contractor further acknowledges that the Architect shall be, in the first instance, the judge of the performance of this Contract.

Article 64. ARCHITECT'S DECISIONS

Contractor shall promptly notify City in writing if the Architect fails within a reasonable time, make decisions on all claims of the City or Contractor and on all other matters relating to the execution and progress of the work.

Article 65. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

Article 66. LABOR/EMPLOYMENT SAFETY

The Contractor shall maintain emergency first aid treatment for his/her employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 USC, section 551 et seq.).

Article 67. NOTICE OF TAXABLE POSSESSORY INTEREST

The terms of this document may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to this document, the private party may be subjected to the payment of personal property taxes levied on such interest.

Article 68. ASSIGNMENT OF ANTITRUST ACTIONS

Contractor or Subcontractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 USC, section 15) or under the Cartwright Act (chapter 2 (commencing with section 16700) of part 2 of division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this Contract or any subcontract. This assignment shall be made and become effective at the time City tenders final payment to the Contractor, without further acknowledgment by the parties.

Article 69. SUBSTITUTION OF SECURITY

Upon the Contractor's request, and the Contractor signing the Escrow Agreement (a copy of which was attached to the Notice to Contractors Calling for Pre-Qualification Applications and Bids as Attachment "S") the City will make payment of funds withheld from progress payments to ensure performance under the Contract pursuant to the requirements of Public Contract Code section 22300 if the Contractor deposits in escrow with the City or with a bank acceptable to the City, securities eligible for investment under Government Code section 16430, bank or savings and loan certificates of deposit, or other security mutually agreed to by the Contractor and the City, subject to the following conditions:

1. The Contractor shall bear the expense of the City and the escrow agent, either the City or the bank, in connection with the escrow deposit made.
2. Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to the Contractor pursuant to this section.
3. The Contractor shall enter into an escrow agreement satisfactory to the City, which agreement shall include provisions governing inter alia:

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(a) The amount of securities to be deposited,
(b) The providing of powers of attorney or other documents necessary for the transfer of the securities to be deposited,
(c) Conversion to cash to provide funds to meet defaults by the Contractor, including, but not limited to, termination of the Contractor's control over the work, stop notices filed pursuant to law, assessment of liquidated damages or other amounts to be kept or retained under the provisions of the Contract,
(d) Decrease in value of securities on deposit,
(e) The termination of the escrow upon completion of the Contract.

4. The Contractor shall obtain the written consent of the surety to such agreement.
5. As an alternative to Contractor depositing into escrow securities of a value equivalent to the amounts of retention to be paid to the Contractor, upon Contractor's request, City will make payment of retentions earned directly to the escrow agent at the expense of Contractor pursuant to and in accordance with Public Contract Code section 22300.

Article 70. EXCAVATIONS DEEPER THAN FOUR FEET

If this Contract involves digging trenches or other excavations that extend deeper than four feet below the surface, then all of the following shall apply:

a. The Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:
   1. Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
   2. Subsurface or latent physical conditions at the site differing from those indicated.
   3. 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 the Contract.

b. Upon receiving any such notice, the City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work City shall issue a Change Order under the procedures described in this Contract.

c. In the event that 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 Contract, but shall proceed with all work to be performed under the Contract. A contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties. (Public Contract Code section 7104).

Article 71. COMPLIANCE WITH STATE STORM WATER PERMIT FOR CONSTRUCTION

a. The Contractor shall be required to comply with all conditions of the State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (Permit) for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. It shall be Contractor's responsibility to evaluate the cost of compliance with the SWPPP in bidding on this Contract. Contractor shall comply with all requirements of the State Water Resources Control Board. Contractor shall include all costs of compliance with specified requirements in the Contract amount.

b. Contractor shall be responsible for implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by Permit. Contractor shall provide copies of all reports and monitoring information to City.

c. Contractor shall comply with the lawful requirements of any applicable municipality, the County, drainage City, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

d. Failure to comply with the Permit is a violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless City, its City Council Members, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which City, its City Council Members, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the negligence or willful misconduct of City, its City Council Members, officers, agents, employees or authorized volunteers. City may seek damages from Contractor for delay in completing the Contract in accordance with Article 6 hereof, caused by Contractor's failure to comply with Permit.

ARTICLE 72. CLAIMS DISPUTE RESOLUTION PROCESS – MANDATORY

a. ADOPTION AND IMPLEMENTATION

The mandatory dispute resolution provisions set forth hereat are adopted and implemented by the City Pursuant to the authority afforded it under, without limitation Government Code sections 930.2, 930.4, 930.8, and Applicable Law.
b. CONDITION PRECEDENT TO ARBITRATION – CLAIMS SUBJECT TO THE PROCESS

The City and Contractor agree that this mandatory dispute resolution process, in its entirety, must be followed as a condition precedent to arbitration as set forth herein below. This mandatory dispute resolution process establishes the exclusive procedures for Claims between the Contractor and the City regarding the Contract Documents, except as may be expressly excepted elsewhere in the Contract Documents. A Claim means a written demand or assertion by Contractor or City seeking, as a matter of right: an interpretation of Contract; payment of money; increase and/or decrease in time; and/or recovery of damages. A Claim does not include the following: (1) tort claims for personal injury, death and/or property damage; (2) matters covered by insurance; (3) stop payment notice claims; (4) the right of City to specific performance or injunctive relief to compel performance; (5) the right of City to suspend, revoke, or limit the Contractor’s pre-qualification status or rating or to debar Contractor from bidding or contracting with City; (6) right of City under Applicable Laws regarding withholds; (7) right of City under Applicable Laws due to a violation by Contractor of its statutory obligations under Public Contract Code §4100 et seq., to terminate the Construction Contract and/or recover penalties; or (8) any other actions taken by the City pursuant to mandatory and/or discretionary statutory obligations with which the Contractor takes issue.

c. WAIVER OF JURY AND COURT TRIAL

Claims shall be resolved by the Parties in accordance with these provisions in lieu of any and all rights under the law that either Party may have to have its rights adjudged by a trial court or jury. Contractor and City each voluntarily waives its right to a jury and court trial with respect to any Claim that is subject to binding arbitration in accordance with these provisions. Contractor shall include a provision in its contracts with its Subcontractors: (1) waiving a jury and court trial by any Subcontractor who provided any portion of the Work; and (2) binding its Subcontractors to participate in this mandatory Claims Dispute Resolution Process.

d. IRREPARABLE HARM; WAIVER; FORFEITURE

It is also the intent of this mandatory and exclusive Claims Dispute Resolution Process to resolve a Claim as close as possible to the conclusion of the event(s) and for circumstance(s) giving rise to the Claim. In this way, individual’s memories, and the information and documentation available to both Parties, will be as fresh as possible and permit the best-informed resolution to occur. Both Parties acknowledge that their failure and/or refusal to follow this mandatory and exclusive process will irreparably prejudice the other Party and as such, should a Party to this Agreement fail or refuse to comply with this process, any Claim they may have shall be waived and forfeited. This process applies equally to the City as it does to the Contractor.

e. TIME LIMIT FOR SUBMITTING A CLAIM

The time period for each party to submit a Claim is ten (10) days from when: a party realizes, or when a reasonable person should have realized, that it has a Claim; when the Contractor fails or refuses to perform work/services required by the Contract Documents after receiving a Field Order; when the Construction Manager completely denies a request for the payment of compensation; when the Contractor believes it is due additional money and/or time on a Change Order Request; when the City believes it is due money/credit and/or time on a Change Order Proposal; or when a Party contends that the other Party has defaulted and/or breached the Contract Documents. If a Party fails to submit a Claim within the required ten (10) day period, that Party waives, relinquishes, and forfeits all rights and remedies to such a Claim. The requirement to submit a Claim does not impair or preclude either Party’s expressed rights or remedies set forth elsewhere in the Contract Documents.

e. NOTICE OF A CLAIM

A Claim is commenced by filing a Notice of Claim as set forth below. The Notice of Claim is separate from other Notice requirements stated elsewhere in the Contract Documents. The Notice of a Claim shall be submitted as follows:

1. To the City:

   Original Claim is sent to:
   Harjinder Singh
   City of Inglewood
   1 West Manchester Boulevard, 9th Floor
   Inglewood, California 90301

   With a Copy to:
   City Attorney’s Office
   City of Inglewood
   Attention: Ken Campos, City Attorney
   1 West Manchester Boulevard, 8th Floor
   Inglewood, California 90301

   John P. Dacev, Esq.
   Cauvel & Dacev, P.C.
   2323 Blanchard Drive
   Glendale, California 91208

2. To the Contractor: [insert name]

   [address]
   [Attention: [name of person]
f. REQUIRED INFORMATION AND DOCUMENTATION

A Claim submitted shall contain a detailed narrative of the Claim together with detailed estimates and/or calculations regarding costs and/or time, and all supporting information and documentation to prove the basis and entitlement to the relief sought by the Party submitting the Claim. Any information and/or documentation not submitted by the time of the Initial Mandatory Meeting and Negotiations is held shall not be permitted to be used in any subsequent step of this mandatory and exclusive dispute resolution process, including at Arbitration, as both parties acknowledge that one Party withholding such information and/or documentation will cause the other Party irreparable prejudice.

g. CONTENTS OF THE CLAIMS.

A Claim by Contractor and/or City must include the following: (1) a statement that it is a Claim and a request for a decision on the Claim; (2) a detailed description of the act, error, omission, unforeseen condition, event or other circumstance giving rise to the Claim; (3) supporting documentation as follows: (a) if the Claim involves a Contract Adjustment due to Compensable Change or Deleted Work, documentation demonstrating that a complete Notice of Change and Change Order Request were timely and properly submitted as required; (b) if the Claim involves an adjustment to the Contract Time, documentation demonstrating that a complete Notice of Delay and Request for Extension were timely and properly submitted as required; and (c) if the Claim does not involve a Contract Adjustment on the basis of Compensable Change or Deleted Work, documentation demonstrating that the Notice of Claim was timely and properly submitted; (4) a detailed justification for any remedy or relief sought by the Claim, including, without limitation, all of the following: (a) a detailed cost breakdown in the form required for submittal of Change Order Requests, which complies with the prohibition on "total cost" calculations; and (b) actual job cost records demonstrating that the costs have been incurred; and (c) a written certification, signed by a responsible managing officer or principal of Contractor's organization who has the authority to sign contracts on behalf of Contractor and who has personally investigated the matters alleged in the Claim, in the following form:

*I hereby certify under penalty of perjury that I am a managing officer or principal of (Contractor's name) and that I have reviewed the Claim presented herewith on Contractor's behalf and/or on behalf of (Subcontractor's(s) name(s)) and that the following statements are, to the best of my knowledge after diligent inquiry into the circumstances of such Claim, true and correct:

(i) the facts alleged in or that form the basis for the Claim are true and accurate;

(ii) I do not know of any facts or circumstances, not alleged in the Claim, that by reason of their not being alleged render any fact or statement alleged in the Claim materially misleading;

(iii) I have, with respect to any request for money or damages alleged in or that forms the basis for the Claim, reviewed the job cost records (including those maintained by Contractor and by any Subcontractor, of any Tier, that is asserting all or any portion of the Claim) and confirmed with reasonable certainty that the losses or damages alleged to have been suffered by Contractor and/or such Subcontractor were in fact suffered in the amounts and for the reasons alleged in the Claim;

(iv) I have, with respect to any request for extension of time or claim of delay, disruption, hindrance or interference alleged in or that forms the basis for the Claim, reviewed the job schedules (including those maintained by Contractor and by any Subcontractor, of any Tier, that is asserting all or any portion of the Claim) and confirmed that the delays or disruption alleged to have been suffered by Contractor and/or such Subcontractor were in fact experienced for the durations, in the manner, and with the consequent effects on the time and/or sequence of performance of the Work, as alleged in the Claim; and,

(v) Contractor has not received payment from City for, nor has Contractor previously released City from, any portion of the Claim.

Signature: ____________________________

Name: __________________________________

Title: ____________________________________

Company: ________________________________

Date: ____________________________

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H. STEPS TO RESOLVING A CLAIM

The Parties shall use each of the following steps, in the order in which they appear below, to resolve each Claim. The resolution of any and all Claims is ultimately not binding on the City unless approved by the City Council and not binding on the Consultant until approved by its Authorized Representative.

1. Initial Mandatory Meeting and Negotiations

   Within twenty-one (21) calendar days of a Party submitting a Notice of Claim and Required Documentation and Information, the other Party shall, in writing, submit a Written Response to the Notice of Claim. The Written Response to the Notice of Claim shall contain:

   (a) a detailed narrative responding to each point made in the Claim. The point by point response shall contain a statement as to whether the responding Party agrees or not with each point made by the Party submitting the Claim. If the responding Party does not agree with a point, then for each point of disagreement, the responding Party shall provide a detailed explanation as to why it disagrees supported by any detailed estimates and/or calculations regarding costs and/or time, and all supporting information and documentation to prove the basis of the responding Party’s disagreement. To the extent the responding Party has a counter-claim, the responding Party shall also set forth a detailed explanation of the counter-claim together with any detailed estimates and/or calculations regarding costs and/or time, and all supporting information and documentation to prove the counter-claim. In situations where no counter-claim is made, the Party submitting a Claim shall then have fourteen (14) calendar days to submit a Reply. The Reply must follow the same format and respond point by point, together with all supporting documentation and information supporting the points made in the responding Party’s Written Response to the Claim. Within seven (7) days following receipt of the Reply, the City shall issue a Notice of Initial Mandatory Meeting and Negotiations that will take place between the President of the Contractor and the City’s Deputy to the City Manager (“CDCM”). The Initial Mandatory Meeting and Negotiations shall take place within fourteen (14) days of the issuance of the Notice of Initial Mandatory Meeting and Negotiations and will not last more than two (2) six (6) hour sessions, unless the both the President of the Contractor and the CDMC agree in writing that more time is needed. Any information and/or documentation not submitted by the time the Initial Mandatory Meeting and Negotiations is held shall not be permitted to be used in any subsequent step of this mandatory and exclusive dispute resolution process, including at Arbitration, as both parties acknowledge that one Party withholding such information and/or documentation will cause the other Party irreparable prejudice.

   (b) if the Written Response to the Notice of a Claim contains also contains a counter-claim by the Responding Party, and only if the counter-claim would entitle the Responding Party to recover an amount of money beyond that which is sought by the Notice of Claim, then the Party filing a Notice of Claim shall not have fourteen (14) days to submit a Reply, but rather have twenty-one (21) days to submit a Reply. The Reply shall then address the points raised in the Written Response to its Notice of Claim and separately address the counter-claim points asserted by the Responding Party following the same narrative and supporting documentation and information requirements set forth above. The Responding Party shall then have fourteen (14) days to submit a Sur Reply addressing only the counter-claim points addressed by the Party filing the Notice of Claim. If these time frames apply, then within seven (7) days following receipt of the Sur Reply, the City shall issue a Notice of Initial Mandatory Meeting and Negotiations that will take place between the President of the Contractor and the CDMC. The Initial Mandatory Meeting and Negotiations shall take place within fourteen (14) days of the issuance of the Notice of Initial Mandatory Meeting and Negotiations and will not last more than two (2) six (6) hour sessions, unless the both the President of the Contractor and the CDMC agree in writing that more time is needed. Any information and/or documentation not submitted by the time the Initial Mandatory Meeting and Negotiations is held shall not be permitted to be used in any subsequent step of this mandatory and exclusive dispute resolution process, including at Arbitration, as both Parties acknowledge that one Party withholding such information and/or documentation will cause the other Party irreparable prejudice.

2. Resolution, Partial Resolution, or No Resolution

   a. No Resolution

   If the President of the Contractor and the CDMC reach no resolution, then within five (5) Business Days of the Initial Mandatory Meeting and Negotiations concluding, the CDMC shall issue a written notice to the Contractor’s President, announcing the fact the no resolution was reached. Within five (5) Business Days of the receipt of the CDMC’s notice of no resolution, the President of the Contractor, or the CDMC, depending on which Party submitted the Claim, must then file a Written Request for a Final Mandatory Meeting and Negotiations with either the City Manager and/or his/her designee at the address set forth above. If this occurs, the Parties shall proceed to a Final Mandatory Meeting.
and Negotiations. Should the Party filing the Claim fail to file a Written Request for a Final Mandatory Meeting and Negotiations, the Party waives and forfeits all aspects of the Claim.

b. Partial Resolution

If the President of the Contractor and the CDMC reach only a partial resolution, and the Party submitting the Claim and/or counter-claim wishes to continue pressing the unresolved portions of the Claim or counter-claim, then within five (5) Business Days of the initial Mandatory Meeting and Negotiations concluding, the CDMC shall issue a written notice to the Contractor's President, announcing the fact that a partial agreement has been reached, the details thereof, and a statement of all remaining unresolved items. All documents and information previously submitted shall be sent with the notice of partial resolution and statement of remaining unresolved items to City's legal counsel at the above address. Within five (5) Business Days of the receipt of the CDMC's notice of partial resolution and remaining items, either the President of the Contractor, or the CDMC, depending on which Party submitted the Claim, must then file a Written Request for a Final Mandatory Meeting and Negotiations with the CDMC at the address set forth above. If this occurs, the Parties shall proceed to a Final Mandatory Meeting and Negotiations. Should the Party filing the Claim fail to file a Written Request for a Final Mandatory Meeting and Negotiations, the Party waives and forfeits all aspects of the Claim.

c. Full Resolution

If the President of the Contractor and the CDMC reach a complete resolution, then within five (5) Business Days of the initial Mandatory Meeting and Negotiations concluding, the CDMC shall issue a written notice to the Contractor's President, announcing the fact that a complete resolution was reached. Within fourteen (14) Business Days of the receipt of the CDMC's notice of a full resolution, the CDMC will issue a final determination announcing acceptance or rejection of the full resolution of the Claim and/or counter-claim. If the CDMC issues a final determination announcing complete acceptance of the full resolution of the Claim and/or counter-claim, the matter shall place the matter on the City Council's agenda at the earliest available City Council meeting with a recommendation for acceptance or ratification depending whether the approval of the resolution is within or beyond Staff's delegated authority. If the City Council approves or ratifies the resolution reached, a Change Order, amendment, or compromise will be issued to the Agreement. If the CDMC does not approve the resolution in its entirety, then the CDMC will issue a Statement of Compromise setting forth the extent of approval and/or disagreement which the CDMC is willing to support. If the President of the Contractor accepts the CDMC Statement of Compromise within five (5) Business Days of receipt of same, the City Staff shall place the matter on the City Council's agenda at the earliest available City Council meeting with a recommendation for acceptance or ratification depending whether the approval of the resolution is within or beyond Staff's delegated authority. If the City Council approves or ratifies the proposed resolution reached, a Change Order, amendment, or compromise will be issued to the Agreement. If the President of the Contractor does not accept the CDMC's Statement of Compromise, the President of the Contractor shall, within five (5) Business Days of receipt of same, issue a notice to the CDMC of its rejection of the Statement of Compromise. If this occurs, the Parties shall proceed to a Final Mandatory Meeting and Negotiations. Should the Party filing the Claim fail to file a written request for a Final Mandatory Meeting and Negotiations, the Party waives and forfeits all aspects of the Claim.

3. Final Mandatory Meeting and Negotiations

If after reaching no resolution, partial resolution, a complete resolution that is not accepted by the CDMC, or after reaching a complete resolution that is rejected in whole or in part by the CDMC, and if a Party has timely demanded a Final Mandatory Meeting and Negotiations, then the Parties shall proceed as follows.

a. Within seven (7) Business Days of any Party timely and properly requesting a Final Mandatory Meeting and Negotiations, the City shall issue a Notice of a Final Mandatory Meeting and Negotiations. The Final Mandatory Meeting and Negotiations will take place between the President, or, if the company has no President, the Chief Executive Officer or highest ranking official) of the Contractor and the City Manager or his/her designee. The Final Mandatory Meeting and Negotiations shall take place within fourteen (14) days of the issuance of the Notice of Final Mandatory Meeting and Negotiations and will not last more than one (1) six (6) hour session, unless the both the President of the Contractor and the City Manager agree in writing that more time is needed. Any information and/or documentation not submitted by the time the Initial Mandatory Meeting and Negotiations is held shall not be permitted to be used in any subsequent step of this mandatory and exclusive dispute resolution process, including at Arbitration, as both Parties acknowledge that one party withholding such information and/or documentation will cause the other Party irreparable prejudice.

b. Within fourteen (14) Business Days of the conclusion of the Final Mandatory Meeting and Negotiations, the City Manager or designee will issue a final determination announcing a Statement of Final Compromise of the Claim and/or counter claim. If the City Manager issues a final determination announcing complete acceptance and full resolution of the Claim and/or counter-claim as agreed between the Parties, City Staff shall place the matter on the City Council's agenda at the earliest available City Council meeting with a recommendation for acceptance or ratification depending whether the approval of the resolution is within or beyond Staff's delegated authority. If the City Manager does not approve of a
complete resolution of the Claim and/or counter-claim, then the City Manager’s Statement of Final Compromise of the Claim will set forth the extent of approval that the City Manager is willing to support. If the President of the Contractor accepts the City Manager’s Statement of Final Compromise of the Claim within five (5) Business Days of receipt of same, City Staff shall place the matter on the City Council’s agenda at the earliest available City Council meeting with a recommendation for acceptance or ratification depending whether the approval of the resolution is within or beyond Staff’s delegated authority. If the City Council approves or ratifies the proposed resolution reached, a Change Order, amendment, or compromise will be issued to the Agreement. If the President of the Contractor does not accept the City Manager’s Statement of Final Compromise of the Claim, the President of the Contractor shall, within five (5) Business Days of receipt of same, reject it. If this occurs, the Parties shall proceed to Mediation as set forth below.

Should the Party filing the Claim fail to file a demand for Mediation, the Party waives and forfeits all aspects of the Claim.

4. Initial and Final Mandatory Meetings and Negotiations – Attendees

The City and the Contractor can unilaterally determine who, in addition to the required Party’s representatives, shall attend either or both of these proceedings. However, attorneys are not permitted to attend unless an attorney is also the President of the Contractor, the CDCM, or City Manager, or if both Parties agree in writing that attorneys may attend.

5. Waiver and Forfeiture of Claim and Counter-Claim

Should the Party filing the Claim or a counter-claim in response to a Claim fail to file a Demand for Mediation as provided below, the Party waives and forfeits all aspects of the Claim and/or counter-claim.

6. Mediation

If the above proceedings do not completely resolve a Claim or counter-claim, and if the Party submitting a Claim or counter-claim wishes to pursue a Claim or counter-claim, then the Party submitting a Claim or counter-claim must send a written Demand for Mediation to the other Party at the addresses set forth above. The Mediation must be held within forty-five days of the issuance of the Demand for Mediation. Only those documents and information previously exchanged by the Parties at the time of the Initial Mandatory Meeting and Negotiations, or as subsequently permitted by mutual agreement of the Parties, may be presented at Mediation, in addition to whatever legal arguments and legal authority are applicable thereto. The costs of the Mediation shall be shared equally by the Parties. A single Mediator shall preside and must have substantial experience mediating, arbitrating, and/or litigating, public works contracts. The Party demanding Mediation must set forth in its Demand for Mediation the names of six (6) such Mediators. The other Party shall within five (5) days of receipt of the written Demand for Mediation either select one or provide the names of six (6) other such Mediators. If the other Party fails to select one of the six Mediators or fails to provide the names of six (6) other such Mediators within the five days, then the Party demanding Mediation shall immediately identify the Mediator to be used from the six (6) Mediators originally identified. The Mediation shall not involve more than eight (8) hours, unless both Parties agree in writing otherwise.

a. Demand for Mediation

If a Party has timely and properly issued a Demand for Mediation, then the Parties shall proceed as follows.

b. Terms and Conditions of Mediation

Within five (5) Business Days of either the City Manager’s rejecting a proposed resolution as announced by the City Manager, or the President of the Contractor rejecting the City Manager’s Statement of Final Compromise of the Claim, either Party wishing to further pursue a Claim or counter-claim shall issue a written Demand for Mediation to the other Party at the address set forth above. The Mediation must be held within forty-five days of the issuance of the Demand for Mediation. Only those documents and information previously exchanged by the Parties at the time of the Initial Mandatory Meeting and Negotiations, or as subsequently permitted by mutual agreement of the Parties, may be presented at Mediation, in addition to whatever legal arguments and legal authority are applicable thereto. The costs of the Mediation shall be shared equally by the Parties. A single Mediator shall preside and must have substantial experience mediating, arbitrating, and/or litigating, public works contracts. The Party demanding Mediation must set forth in its Demand for Mediation the names of six (6) such Mediators. The other Party shall within five (5) days of receipt of the written Demand for Mediation either select one or provide the names of six (6) other such Mediators. If the other Party fails to select one of the six Mediators or fails to provide the names of six (6) other such Mediators within the five days, then the Party demanding Mediation shall immediately identify the Mediator to be used from the six (6) Mediators originally identified. The Mediation shall not involve more than eight (8) hours, unless both Parties agree in writing otherwise.

c. Failure to Invoke Mediation

If the proponent of the Claim fails to invoke the Mediation required by this Article within the time required, then the Claim, or remaining portion thereof, is forever waived and forfeited.

d. Mediation – No Resolution, Partial Resolution, or Full Resolution

If Mediation fails to resolve the Claim, the proponent of the Claim is then required to take action as set forth below or the remainder of the Claim is forever waived and forfeited. If Mediation resolves the Claim, in whole or in part, a Change Order, amendment, and/or compromise will be prepared. If within City Staff’s delegated authority, Staff will sign the documentation and have the documentation processed. If the resolution exceeds the delegated authority of Staff, the matter will be placed on the City Council’s earliest agenda for consideration and action. If the City Council agrees to resolve the Claim as presented, the City Council will approve same and the documentation will be processed. If however the City Council agrees to resolve only part of the Claim presented, a Change Order, amendment, and/or compromise will be
prepared and the documentation processed. If only part of the Claim presented to the City Council is approved, the proponent of the Claim is then required to take action as set forth below or the remainder of the Claim is forever waived and forfeited. If the City Council does not agree at all, the proponent of the Claim is then required to take action as set forth below or the remainder of the Claim is forever waived and forfeited.

7. The Mandatory Dispute Resolution Process is a Condition Precedent to Arbitration.

The Mandatory Dispute Resolution Process set forth herein above must be complied with before Arbitration can be started.

a. Within fourteen (14) Business Days of the Mediation concluding, and if the Mediation fails to resolve the Claim, and if a Party wishes not to forfeit a Claim, or part thereof, a Party must file a Demand for Arbitration. The process set forth above is a condition precedent to the filing of any Demand for Arbitration between City and the Contractor.

b. A Demand for Arbitration is made by a Party issuing a written request for same to either: the American Arbitration Association; JAMS Dispute Resolution; or ADR, with a copy to the other Party and the City Manager and legal counsel for the as set forth above. The Rules of the Arbitration service chosen shall govern the initiation of such Arbitration provided same are not in conflict with or contrary to the terms and conditions for Arbitration set forth in this Agreement. To the extent such Rules, in any respect, are contrary to or in conflict with the terms and conditions for Arbitration set forth in this Agreement, the latter shall govern. All supporting documents, information, and data in support of the Claim shall accompany the written Demand for Arbitration with copies of all supporting documents, data and information simultaneously sent to the other party. In addition to any witness testimony, only the information, data and documents submitted at the Initial Mandatory Meeting and Negotiations may be used at the Arbitration, unless the Parties mutually agree in writing otherwise. There is no discovery permitted unless: both Parties agree in writing; or a Party can demonstrate good cause to the Arbitrator for some specific limited discovery. The hearing locale for any Arbitration shall be in Los Angeles County, California, unless otherwise agreed to by the Parties in writing. If both Parties agree in writing, they may elect to use an independent Arbitrator or an Arbitrator from another alternative dispute resolution provider.

c. The Arbitration shall be held before a single Arbitrator who has arbitrated more than 5 public works disputes and must be mutually agreed to by both Parties. If the Parties cannot agree on an Arbitrator, then the Arbitration provider shall select an Arbitrator who has the qualifications listed herein. The Arbitration must be held and concluded within sixty (60) days of the written Demand for Arbitration, unless the Contractor and City agree otherwise in writing.

d. The Arbitrator has no power to fashion a remedy that is “related to the Contract.” Rather, each of the Arbitrator’s decisions and award(s), interim and/or final, shall be in writing, shall set forth statements of fact and conclusions of law explaining how and why each item of the decision/award was reached, shall be supported by substantial evidence, shall be supported by applicable law, and shall otherwise comply with the requirements of Code of Civil Procedure Section 1296.

e. The fees of the Arbitrator and the administrative costs of the Arbitration shall be shared equally between the Parties, and the Arbitrator has no power whatsoever to alter that sharing arrangement.

f. Provided the Arbitrator has issued an award in compliance with the requirements of this Article, the Final Award is binding and all appellate rights are waived. Any judicial review of such an award is limited to the circumstances described herein for the Arbitrator’s non-compliance with these requirements. A Court shall, subject to Code of Civil Procedure section 1298.4, and/or other Applicable Laws, vacate any award, in whole or in part, which the Court determines, after review, is not supported by substantial evidence and/or if the Award is based on an error of law.

g. The Arbitrator’s Final Award shall be reflected in an additive or deductive Change Order, amendment, and/or compromise.

8. Contractor Agreement to Cooperate

Contractor agrees to participate in any and all other dispute resolution processes, claims, mediations, negotiations, administrative and/or civil actions in which the City is a party regarding a project which Contractor is involved in. To the extent the City is a participant therein because of the alleged conduct of the Contractor, Contractor shall participate therein at no further compensation from the City. To the extent the City is a participant therein, but not because of the alleged conduct of the Contractor, then Contractor will be entitled to receive compensation at the agreed to hourly rates for its personnel to the extent of their involvement therein. By its contractual arrangements, Contractor shall require all of its Subcontractors to have the same obligations imposed on Contractor by this Paragraph and have those Subcontractors impose the identical obligations on all of their Subcontractors, or whatever tier, and vendors, by virtue of their contractual arrangements.
9. Continuous Performance

Contractor shall maintain continuous, expeditious and uninterrupted performance of the Work throughout the duration of the Claims Dispute Resolution Process.

10. WAIVERS OF RIGHTS BY CONTRACTOR AND/OR CITY

City and Contractor acknowledge that it is in the interests of both parties that changes, delays and claims be identified, quantified, evaluated and finally resolved promptly and contemporaneously with the circumstances from which they arise, and that there be certainty with respect to the finality of any resolution of related disputes. In further recognition of the fact that it would be extremely difficult or impossible to quantify, demonstrate or prove the harm to City and/or Contractor if any of the foregoing are not achieved due to a failure by Contractor and/or City to comply with the requirements of the Contract Documents concerning timely notice or submissions of notices and claims relating to changes, delay and Contract Adjustments, City and Contractor agree that failure by Contractor and/or City to conform to such requirements of the Contract Documents shall in and of itself constitute sufficient cause and grounds, without the necessity of City and/or Contractor demonstrating any actual harm or prejudice, for imposing upon Contractor and/or City a full and unconditional waiver, relinquishment, and forfeiture by Contractor and/or City of its right to a Contract Adjustment and of its rights and recourse for recovery of any related loss and/or damages by any legal process otherwise provided for under applicable laws.

Article 73. GOVERNING LAW AND VENUE

This Contract shall be governed in accordance with the laws of the State of California. The Contract is subject to an Arbitration provision. However, if any civil court action is filed regarding such Arbitration provision, the proper venues are: (i) in state trial courts, venue is exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California, 90303-5058; and (ii) in the United States District Court, venue is exclusively in the Central District of California, in Los Angeles, California.

Article 74. FINGERPRINTING

If the City determines that Fingerprinting is required for this Project/Contract, such requirement is set forth in the Supplementary and/or Special Conditions.

Article 75. COMPLIANCE WITH DTSC GUIDELINES - IMPORTED SOILS

If the project requires the use of imported soils, the Contractor shall be responsible to use and shall certify that the imported material it uses is free of any hazardous and/or toxic substance or material of any nature or type as defined in accordance with California Law and the California Health and Safety Code. The City reserves the right to reject any imported material that has come from agricultural or commercial land uses. Contractor must notify the City of the source of material and comply with the Los Angeles Regional Water Quality Control Board Resolution 95-63 and when applicable, or such subsequent version/replacement thereof with the guidelines of the Department of Toxic Substances Control (“DTSC”).

Article 76. NO ASBESTOS

1. The Contractor will be required to execute and submit a Certificate Regarding Non-Asbestos Containing Materials.

2. Should asbestos containing materials be installed by the Contractor in violation of this certification, or if removal of asbestos containing materials is part of the Project, decontaminations and removals will be performed in accordance with the requirements of all applicable laws and will meet the following criteria:

   (a) Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency ("EPA").

   (b) The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have sole discretion and final determination in this matter.

   (c) The asbestos consultant shall be chosen and approved by the City which shall have sole discretion and final determination in this matter.

   (d) The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.

3. If removal of asbestos containing materials is part of the Project, the cost of all asbestos removal, including, but not necessarily limited to the cost of the asbestos removal contractor, the cost of the asbestos consultant, analytical and laboratory fees, time delays and additional costs that may be incurred by the City shall be borne entirely by the Contractor.

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4. Hold Harmless: Interface of work for the Project with work containing asbestos shall be executed by the Contractor at his/her/ her risk and at his/her/ her discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of the Agreement, the Contractor acknowledges the above and agrees to the fullest extent permitted by law to hold harmless the City, its City Council members, employees, agents, representatives, including its Architect and assigns, for all asbestos liability which may be associated with this work. The Contractor further agrees to instruct his/her/ her employees with respect to the above-mentioned standards, hazards, risk and liabilities.

Article 77. DISABLED VETERANS PARTICIPATION GOALS AND RECORD RETENTION

1. If the City has Disabled Veterans Participation Goals required for this Project/Contract, such requirement will be set forth in the Supplementary and/or Special Conditions.

Article 78. NOTIFICATION OF THIRD-PARTY CLAIMS

The City shall provide the Contractor with timely notification of the receipt by the City of any third-party claim relating to this Contract, and the City may charge back to the Contractor the cost of any such notification.

END OF GENERAL CONDITIONS
ATTACHMENT V. - SUPPLEMENTARY CONDITIONS

SPECIAL CONDITIONS

Attachment “V.1”

RENOVATION OF THE MORNINGSIDE PARK LIBRARY

1. DOCUMENTS FURNISHED: The number of copies of drawings and specifications to be furnished to Contractor free of charge, per Article 3 of the General Conditions is ONE (1).

2. INSURANCE REQUIREMENTS: Contractor agrees that Contractor has a separate and independent obligation to procure insurance for the City as stated in the General Conditions and elsewhere in the Bid Documents. This requirement is in addition to and separate from Contractor’s Agreement to defend, indemnify and hold harmless the City. Contractor shall require its Subcontractors to take out and maintain similar insurance, in like amounts and coverage regarding Additional Insureds.

3. NOTICE TO PROCEED: The City shall provide a Notice to Proceed to the Contractor by e-mail, and then followed up by mailing the original Notice to the Contractor.

5. EXECUTED COPIES: The number of executed copies of the Agreement, the Performance Bond, and the Payment Bond for Public Works Project required is ONE (1) of each.

7. TIME OF PERFORMANCE: The work shall commence on the date stated in the City’s notice to Contractor to proceed and shall be completed within the stated days listed in such Notice. City and Contractor each hereby stipulate that the state performance period is accepted as reasonable and that no other performance period shall be acceptable unless accepted in writing. Work under this Contract shall be scheduled and coordinated in compliance with the following:

   a. The anticipated date of the City Council Approval of the Contract is May 2, 2023.

   b. The anticipated date of the Notice to Proceed (“NTP”) is May 9, 2023. See Special Conditions Section 9 - Schedule for further information.

   c. Contractor shall complete all work and obtain all jurisdictional authorities’ approval necessary to permit staff occupancy of all buildings for fixtures and outfitting no later than One-Hundred Forty (140) Business Days from issuance of NTP for Construction Activities. See Special Conditions Section 9 – Schedule for further information.

   d. Five (5) non-compensable adverse weather days are included in this Contract.

   e. Standard Work Hours: Regular construction work hours and construction site access are Monday through Friday 7:00 am – 5:00 pm. Contractor may work outside of these hours, but it will require approval of the City and the Construction Manager. The City will consider permitting the Contractor to work on weekends to meet the Substantial Completion and/or Final Completion Dates.

9. SCHEDULE:

The project is estimated to take approximately One-Hundred Fifty (150) Business Days to complete with approximately Five to Seven (5-7) days of training for city staff on new systems, not part of the above referenced One-Hundred Fifty (150) Business Days.
Contractor shall develop and submit their own project schedule upon award of contract in MS Project format.

10. REGARDING CONTRACTOR LOGISTICS AND SITE CONSTRAINTS: (to be issued via Addendum)

   A. Contractor’s Staging / Laydown Area: A Site Map will be issued via Addendum showing proposed locations. However, the successful Contractor can propose alternative locations at no additional cost to the City.

   B. Parking: Street Parking Only.

   C. Site Access: To be depicted on a Site Map to be issued via Addendum.

   D. Delivery Time(s): During hours of construction operation as set forth in the Bid/Contract Documents.

11. TEMP FACILITIES – SIGNAGE / FENCING / TOILETS / POWER: (to be issued via Addendum)

   A. Contractor to propose as needed and include such costs in its Bid.
ATTACHMENT V. - SUPPLEMENTARY CONDITIONS

ALTERNATES

Attachment “V.2”

RENOVATION OF THE MORNINGSIDE PARK LIBRARY

None currently contemplated. If any arise, it/they will be issued via Addendum.
TECHNICAL SPECIFICATIONS

Attachment “W”

RENOVATION OF THE MORNINGSIDE PARK LIBRARY

The Technical Specifications for the Project can be found within the Architect’s (“GWYNNE PUGH URBAN STUDIOS, INC”) Plans and Drawings at:


Select Bid Opportunities to view RFB-0158 Renovation of Morningside Park Library
PROJECT PLANS/DRAWINGS

Attachment “X”

RENOVATION OF THE MORNSINGIDE PARK LIBRARY

The Plans/Drawings for the Project can be found at the following link and/or are set forth below:

https://www.planetbids.com/portal/portal.cfm?CompanyId=45619

Select Bid Opportunities to view RFB-0158 Renovation of Morningside Park Library
SECTION VI
REFERENCE DOCUMENTS AND INFORMATION

ATTACHMENT “Y”

RENOVATION OF THE MORNINGSIDE PARK LIBRARY

DISCLAIMER

The following reports, documents, and other information are provided as "Information Available" for the Project and for reference only. The reports, documents, and other information are not, and shall not become, part of the Contract Documents for the Project. The City makes no representation or warranty as to the accuracy and/or completeness of the information contained in the reports, documents, and other information, and hereby specifically disclaims the accuracy and/or completeness of such reports, documents, and other information. The City has no independent information, independent knowledge, and no expertise, as to what the contents of the reports, documents, and other information mean, and/or how same may or may not affect construction of the anticipated Project. The City makes the disclosure of the existence of the reports, documents, and other information, and all of their contents to ensure that the reports, documents, and other information, and their contents are made known and available to the Contractor. The Contractor is solely responsible for determining any impact on the Project and the Contractor’s pricing and costs regarding the Project. This Disclaimer shall be read as if it is set forth on the face page of all the documents set forth below.

Reference Documents:

1. 3202 West 85th Street, Inglewood, CA 90305 Lead RXF Results
2. 3202 West 85th Street, Inglewood, CA 90305 Pre-Demolition Asbestos Survey
3. 3202 West 85th Street, Inglewood, CA 90305 Limited Lead-Based Paint Survey
4. 3202 West 85th Street, Inglewood, CA 90305 Asbestos Results Summary

The above listed documents are for “reference only”, are not Contract Documents and can be found at the following link and/or are set forth below:

https://www.planetbids.com/portal/portal.cfm?CompanyID=45619

Select Bid Opportunities to view RFB-0158 Renovation of Morningside Park Library

ALL REFERENCE DOCUMENTS SHALL BE DOWNLOADED, REVIEWED AND EVALUATED BY THE BIDDER BEFORE SUBMITTING A BID.
Pre-Qualification Questionnaire

Attachment “A”

MORNINGSIDE PARK LIBRARY PROJECT
(“Project”)

TO BE SUBMITTED SEPARATELY FROM YOUR BID DOCUMENTS

• SEE:

“NOTICE TO CONTRACTORS CALLING FOR PRE-
QUALIFICATION APPLICATIONS AND BIDS” for specific
submission instructions.

Section 1: General Background and Explanation of the Uniform Rating System.

For this procurement, the City has established the following Uniform System of Rating Potential Bidders in order to evaluate qualifications and determine if such entities pre-qualify for the procurement commonly referred to as the Morningside Park Library Project (or “Project”). Only Bids submitted from entities that achieve pre-qualified status will be opened. Bids received from entities that do not pre-qualify will be returned unopened.

You can tell from filling out the Pre-Qualification Questionnaire and applying the Uniform System of Rating Potential Bidders to your answers whether you will prequalify for this Project. If you are interested in this Project, you should do so BEFORE you undertake any work on preparing a Bid for this Project.

The Uniform Rating System is based on a series of questions set forth in this Pre-Qualification Questionnaire which is Attachment “A” to the overall “Notice to Contractors Calling for Pre-Qualification Applications and Bids” for the Project.

The Pre-Qualification Questionnaire is comprised of five (5) sections:

Section 1: Information for Applicants;

Section 2: Applicant’s General Information;

Section 3: Essential Requirements for Qualification;
Section 4: General Qualifications:

1. History of Business, Organizational Structure and Performance; and
2. Compliance with Laws;

Section 5: Project Specific Qualifications:

1. Scoring and Format;
2. Project Approach;
3. Prior Project Experience / Past Performance;
4. Key Personnel and Proposed Staffing Matrix; and
5. Applicant’s Choice.

Explanation of the Pre-Qualification Questionnaire scoring:

- Sections 1 and 2 are informational only and self-explanatory (not scored);
- Section 3 contains twenty (20) questions (not scored, but, an Applicant either “passes” or “fails” based upon the answers the Applicant provides in response to the twenty (20) questions);
- Section 4 contains individual questions that are scored and summarized to determine if an Applicant meets the minimum general qualifications on a pass/fail basis. An Applicant must score 115 of the 150 available points to move on to Section 5; and
- Section 5 is scored, separate from Section 4, based on an Applicant’s responses to the questions in Section 5. However, to receive Pre-Qualification Status, an Applicant must qualify and progress past Sections 3 and 4, and then score at least 300 of the 400 Total Points available in Section 5.

Section 2: Applicant’s General Information (Not Scored).

A. Firm Information:

Type of Firm (Please Check One): ☐Corporation ☐LLC ☐Partnership ☐Sole Prop

Proper Name of Respondent

Authorized Agent Name and Title

Address

City, State, Zip

City of Inglewood – Renovation of the Morningside Park Library RFB-0158
Authorized Agent Signature

Phone

E-mail address

Fax

Federal Tax Identification Number

Date Business Formed

1. Please list your license information:

<table>
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<tr>
<th>License Number</th>
<th>License Class</th>
<th>License Expiration Date</th>
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</thead>
</table>

If any of your firm’s license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.

2. Has your firm changed names or license number in the past five years?
   □ Yes       □ No

If “yes,” explain on a separate signed page, including the reason for the change.

3. Company Information: Use the section below that is applicable to you:

   a. For Firms that are a Corporation:
      
      i. Date incorporated: ___________    Under the laws of what state: ___________

      ii. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten percent (10%) of the corporation’s stock.

      | Name | Position | Years with Co. | % Ownership |
      |------|----------|----------------|-------------|
      |      |          |                |             |
      |      |          |                |             |
      |      |          |                |             |
iii. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five (5) years.

**NOTE:** For this question, "owner" and "partner" refer to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock, if the business is a corporation.

<table>
<thead>
<tr>
<th>Person's Name</th>
<th>Construction Firm</th>
<th>Dates of Person's Participation with Firm</th>
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b. **For Firms That Are Partnerships:**
   
i. Date of formation: __________ Under the laws of what state: __________

   ii. Provide all the following information for each partner who owns ten percent (10%) or more of the firm.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Years with Co.</th>
<th>% Ownership</th>
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iii. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five (5) years.
NOTE: For this question, “owner” and “partner” refer to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock, if the business is a corporation.

<table>
<thead>
<tr>
<th>Person’s Name</th>
<th>Construction Firm</th>
<th>Dates of Person’s Participation with Firm</th>
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</table>

**c. For Firms That Are A Limited Liability Company:**

i. Date of formation: __________ Under the laws of what state: __________

ii. Provide all the following information for each member who owns ten percent (10%) or more of the firm.

<table>
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<tr>
<th>Name</th>
<th>Position</th>
<th>Years with Co.</th>
<th>% Ownership</th>
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iii. Identify every construction company that any member has been associated with (as member, owner, general partner, limited partner or officer) at any time during the last five (5) years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock, if the business is a corporation.

<table>
<thead>
<tr>
<th>Person’s Name</th>
<th>Construction Firm</th>
<th>Dates of Person’s Participation with Firm</th>
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</table>
d. **For Firms That Are Sole Proprietorships:**

   i. Date of commencement of business. ________________________________

   Social security number of company owner: ____________________________

   ii. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five (5) years. **NOTE:** For this question, “owner” and “partner” refer to ownership of ten percent (10%) or more of the business, or ten per cent or more of its stock, if the business is a corporation.

<table>
<thead>
<tr>
<th>Person's Name</th>
<th>Construction Company</th>
<th>Dates of Person's Participation with Firm</th>
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e. **For Firms That Are a Joint Venture:**

   i. Date of commencement of joint venture: ____________________________

   ii. Provide all of the following information for each firm that is a member of the joint venture that expects to bid:

<table>
<thead>
<tr>
<th>Name of firm</th>
<th>% Ownership of Joint Venture</th>
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iii. Has there been any change in ownership of the firm at any time during the last five (5) years?

**NOTE:** A corporation whose shares are publicly traded is not required to answer this question.

☐ Yes ☐ No

If “yes,” explain on a separate signed page.

4. Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?

**NOTE:** Include information about other firms if one firm owns fifty percent (50%) or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.

☐ Yes ☐ No

If “yes,” explain on a separate signed page.

5. Are any corporate officers, partners or owners connected to any other construction firms?

**NOTE:** Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.

☐ Yes ☐ No

If “yes,” explain on a separate signed page.
6. Has any owner, partner or (for corporations) officer of your firm operated or been connected to a construction firm under any other name in the last five (5) years?

☐ Yes  ☐ No

If “yes,” explain on a separate signed page.

7. Has your firm changed names or license number in the past five (5) years?

☐ Yes  ☐ No

(If yes, explain on a separate sheet)

8. At any time during the past five (5) years, has your firm shared office space, warehouse space, yard, plant or shop facilities, staff, equipment, telecommunications or other assets with any other construction firm? (If yes, identify and explain below.)

<table>
<thead>
<tr>
<th>Construction Firm</th>
<th>Description of Sharing Agreement</th>
<th>Location of Facilities</th>
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9. Provide the name, address and telephone number of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to employ on any public works project awarded by City.

<table>
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<tr>
<th>Name</th>
<th>Address</th>
<th>Phone</th>
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10. Provide the name, address and telephone number of the apprenticeship program (approved by the California Apprenticeship Council) from whom you have requested and/or employed apprentices in the past three years.
11. If your firm operates its own State-approved apprenticeship program:
   (a) Identify the craft or crafts in which your firm provided apprenticeship training in the past year;
   (b) State the year in which each such apprenticeship program was approved and attach evidence of the most recent California Apprenticeship Council approval(s);
   (c) For each craft, list the number of apprentices employed by your firm and the number of individuals that completed apprenticeships while employed by your firm during the last three years.

<table>
<thead>
<tr>
<th>Craft</th>
<th>Year</th>
<th>No. Apprentices</th>
<th>No. Completed</th>
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Section 3: Essential Requirements for Qualification (Pass/Fail)

***You must respond to all of the following questions***

The Applicant will be IMMEDIATELY DISQUALIFIED if the answer is “No” to ANY of Questions 1 through 10.

1. Contractor possesses a valid and current California Contractor’s license that would allow it to build the Project.
   □Yes    □No

2. Contractor will meet the following Insurance Requirements and shall obtain same for the benefit of the City as follows:
a. **Commercial General Liability**: a Commercial General Liability policy ("CGL"): on 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.

b. **Automobile Liability**: an automobile insurance liability policy on Insurance Services Office Form CA 0001 Code 1 (any auto), with limits no less than $2,000,000 per accident for bodily injury and property damage.

c. **Additional Insured**: The City of Inglewood, and its officials, officers, employees, agents and volunteers, shall be named as additional insureds under the policy of insurance by Contractor, and Contractor agrees that it has a separate and independent obligation to verify the City, and other persons/entities identified above are named as additional insureds whenever Contractor performs work for the City; and

d. **Certificate of and Endorsement to required Insurance Policies**: Contractor shall obtain a Certificate of Insurance from Broker, and an Endorsement to the policies of insurance from the respective Insurance Companies, required for this Project setting forth the respective policy limits of each insurance policy on which the City, its officials, officers, employees, agents and volunteers are to be named as additional insureds and provide the Certificates and Endorsements to the City before starting any services following the award of the contract for the Project. The failure to provide the Certificates and/or Endorsements containing this information to the City shall not constitute a waiver of the requirement of the Contractor to obtain the specific insurance called for on the Project. The insurance policies shall also contain provisions which provide that Contractor's insurance policies are primary coverage and shall be applied both before any City held insurance policy, and that the insurer shall not request or call upon the City for any contribution in the settlement of any claim arising from the Contractor's work for the City or use of City facilities or premises.

e. **Waiver of Subrogation**: Contractor agrees that in the event of loss due to any perils for which it has agreed to provide Commercial General and Automobile Liability insurance, Contractor shall look solely to its insurance carrier(s) for recovery and grants a waiver of any right to subrogation which any such insurer of Contractor may acquire against the City by virtue of payments of any loss under this insurance.

☐ Yes  ☐ No

3. Is it true that no Officer or Director of Contractor has ever filed for bankruptcy or been forced into bankruptcy by his or her creditors?

☐ Yes  ☐ No
4. Contractor has a current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.
☐ Yes ☐ No ☐ Contractor is exempt from this requirement, because it has no employees.

5. Contractor has attached a notarized statement from an admitted surety insurer, approved by the California Department of Insurance and authorized to issue bonds in the State of California, which states name of surety agent, address and telephone number and that your current per project bonding capacity is sufficient for this Project for which you seek pre-qualification.
☐ Yes ☐ No

NOTE: Notarized statement must be from the surety company, not an agent or broker.

6. Contractor has attached a notarized statement from an admitted surety insurer, approved by the California Department of Insurance and authorized to issue bonds in the State of California, which states name of surety agent, address, and telephone number and that your aggregate bonding capacity limit will not be exceeded if you are awarded a contract for this Project.
☐ Yes ☐ No

NOTE: Notarized statement must be from the surety company and not an agent or broker.

7. Is the Contractor’s Intrastate EMR (for California ONLY), for the most recent premium year, 1.24 or lower?
☐ Yes ☐ No

Provide a letter from your surety validating your Intrastate EMR for California, for the most recent premium year. The letter from the surety must reference Applicant’s Worker’s Compensation Insurance Rating Bureau (“WCIRB”) identification number. All EMRs will be verified using this number.

8. The Contractor acknowledges that Labor Code § 1725.5 states, in pertinent part that: “A contractor shall be registered pursuant to this section to be qualified to bid/propose on, be listed in a bid/proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter.”; and that the Contractor is or will be so registered with the Department of Industrial Relations at the time the Contractor submits its bid/proposal for the Project that is the subject of this procurement.
☐ Yes ☐ No

9. The Contractor acknowledges that Labor Code §§ 1725.5 and 1771.1(a) states, in pertinent part that: “A contractor or subcontractor shall not be qualified to bid/propose on, be listed in a

City of Inglewood – Renovation of the Morningside Park Library RFB-0158

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bid/proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5.; and that the Contractor will not list any subcontractors in its bids/proposals for the Project that is the subject of this procurement unless such subcontractors are registered with the Department of Industrial Relations.

☐ Yes ☐ No

10. Have you attached your firm’s latest copy of reviewed or audited financial statements with accompanying notes and supplemental information?

☐ Yes ☐ No

NOTE: Financial statements that are not either reviewed or audited are not acceptable. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statements.

The applicant will be IMMEDIATELY DISQUALIFIED if the answer to ANY of questions 11 through 20 is “Yes.” If the answer to question 13 and/or 14 is “Yes,” and if the ineligibility and/or debarment periods is/are over at the time of SOQ submission, this will not automatically disqualify an Applicant from submitting for pre-qualification status. If the answer to question 19 is “Yes”, and depending on the additional information provided by Applicant, this will not automatically disqualify an Applicant from submitting for pre-qualification.

11. Has your contractor’s license or professional license been revoked at any time in the last five (5) years?

☐ Yes ☐ No

12. Has a surety firm completed a contract on Contractor’s behalf, or paid for completion because Contractor was defaulted and/or terminated by a project owner within the last five (5) years?

☐ Yes ☐ No

13. Has Contractor’s firm, its officers, supervisors, managers and/or any firm or individual identified above in Section 2, except question 9. in Section 2 above, ever been ineligible to bid on or be awarded a public works contracts, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?

If yes, check only one box below

☐ Yes ☐ No ☐ Yes (but periods are over)
If the answer is "Yes (but periods are over)," state the beginning and ending dates of the ineligibility period.

(Use additional pages if needed.)

14. Has Contractor's firm ever been debarred by any governmental entity for any reason? If yes, check only one box below:
☐ Yes  ☐ No

If the answer is "Yes (but periods are over)," state the beginning and ending dates of the ineligibility period.

(Use additional pages if needed.)

15. At any time during the last five (5) years, has the Contractor, and/or any of its owners, officers, supervisors, managers, directors, or any firm or individual identified above in Section 2, except question 9, in Section 2 above, been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding, or performance of a government contract?
☐ Yes  ☐ No

16. In the last five (5) years, have any assets of the Contractor been frozen and/or attached by any governmental entity?
☐ Yes  ☐ No

17. Is your firm currently the debtor in a bankruptcy case? (If yes, attach a copy of the bankruptcy petition showing the case number and date on which the petition was filed.)
☐ Yes  ☐ No

18. Does your firm, any of its officers, supervisors, managers, or any firm or individual identified above in Section 2, except question 9, in Section 2 above, have any delinquent liability to an employee, the state, or any awarding body for any assessment of back wages or related damages, interest, fines or penalties pursuant to any final judgment, order, or determination by any court or any federal, state, or local administrative agency, including a confirmed arbitration award?
☐ Yes  ☐ No
19. Has your firm, any of its officers, supervisors, managers, or any firm or individual identified above in Section 2, except question 9. in Section 2 above, ever been terminated from a public works contract, including but not limited to termination based on any misconduct, such as failure to comply with contractual, statutory, or other legal obligations from any public construction project?

☐ Yes  ☐ No

If the answer is “Yes,” please indicate whether the termination(s) was for cause or convenience, the circumstances leading up to the termination(s), as well as the name and contact information of the public construction project(s) owner(s).

(Use additional pages if needed.)

20. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five (5) years?

☐ Yes  ☐ No

Section 4: General Qualification (Scored).

Scoring: There are a maximum of 150 points available for this Section 4. To pass this General Qualification Section, an Applicant must score a minimum of 115 points. A score of less than 115 points means that the Applicant has failed this Section, does not pre-qualify, and may not proceed to Section 5. All questions must be answered.

1. History of The Business; Organizational Structure; And Performance

a. Provide three (3) years of most recent audited or reviewed financial statements including balance sheet and income statement. Financials are to be submitted as a separate file/document.

NOTE: The audited or reviewed financial statements must be submitted as part of the pre-qualification process.

| Not all information given or Financial Statements do not indicate reasonably acceptable financial strength = 0 points | Points |
| Financial Statements indicate reasonably acceptable financial strength to execute this Project = 3 points | (For Office Use Only) |

City of Inglewood – Renovation of the Morningside Park Library RFB-0158
b. How many years has your organization been in business in California as a contractor under your present business name and license number? _______ Years

3 Years or Less = 2 Points; 4 Years = 3 Points; 5 Years = 4 Points; 6 Years or More = 5 Points

Points

(For Office Use Only)

c. Was your firm in bankruptcy at any time during the last five (5) years?

☐ Yes  ☐ No

Yes = 0 Points; No = 4 Points

Points

(For Office Use Only)

NOTE: "was associated" or "associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to any of the following questions on this form:

d. In the last five (5) years has your firm, any of its officers, supervisors, or managers, or any firm with which any of your company’s owners, officers or partners was associated, been debarred, disqualified, removed, been declared not responsible, or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

☐ Yes  ☐ No

Yes = 0 Points; No = 5 Points

Points

(For Office Use Only)

e. In the last five (5) years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

☐ Yes  ☐ No

Yes = 0 Points; No = 5 Points

Points

(For Office Use Only)

f. At any time in the last five (5) years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?

If so, how much was paid out? $ ________________

☐ Yes  ☐ No

Yes (More than $50,000) = 0 Points; Yes (Less than $50,000) = 2 Points; No = 5 Points

Points

(For Office Use Only)
g. In the past ten (10) years has any litigation or claim been filed against the Contractor? If so, how many claims?

☐ Yes  ☐ No

Yes (More than 1 claim) = 0 Points; Yes (1 claim only) = 2 Points; No = 5 Points

(For Office Use Only)

h. At any time during the past five (5) years, has any surety or insurance company made any payments on your firm’s behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm’s behalf, in connection with a construction project, either public or private?

☐ Yes  ☐ No

Yes (More than 2 claims) = -6 Points; Yes (Less than 2 claims) = 2 Points; No = 5 Points

(For Office Use Only)

i. In the last five (5) years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

If so, how many instances:

☐ Yes  ☐ No

Yes (More than 2 instances) = 0 Points; Yes (1-2 instances) = 2 Points; No = 5 Points

(For Office Use Only)

j. Has your firm or any of its owners, officers, supervisors, managers, or partners ever been found to have made a false claim or material misrepresentation to any public agency or entity?

☐ Yes  ☐ No

Yes = -6 Points; No = 5 Points

(For Office Use Only)

k. Has your firm or any of its owners, officers, supervisors, managers, or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

☐ Yes  ☐ No

Yes = -6 Points; No = 5 Points

(For Office Use Only)
1. Has your firm or any of its owners, officers, supervisors, managers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?
   ☐ Yes ☐ No

   Yes = -0 Points; No = 5 Points

2. How many times in the past five (5) years has your firm or any of its owners, officers, supervisors, managers or partners ever been a party to any civil litigation or administrative proceeding alleging violation of federal or state crime of fraud, theft, or any other act of dishonesty?
   ☐ Yes ☐ No

   Yes (More than 1 instance) = 0 Points; Yes (1 instance only) = 2 Points; No = 5 Points

3. How many times in the past five (5) years has your firm or any of its owners, officers, supervisors, managers or partners ever been a party to any civil litigation or administrative proceeding alleging violation by a subcontractor hired by your firm of a federal or state crime of fraud, theft, or any other act of dishonesty?
   ☐ Yes ☐ No

   Yes (More than 1 instance) = 0 Points; Yes (1 instance only) = 2 Points; No = 5 Points

4. How many times in the past five (5) years has your firm, or any of its officers, supervisors, or managers, paid any amount, fine or otherwise, regardless of characterization, to settle any of the allegations listed in Questions 1. m. and n. above, whether with or without an admission of responsibility or liability?
   ☐ Yes ☐ No

   Yes (More than 1 instance) = 0 Points; Yes (1 instance only) = 2 Points; No = 5 Points

5. If your firm was required to pay a premium of more than one percent (1%) for a performance and payment bond on any project(s) on which your firm worked at any time during the last three (3) years, state the percentage that your firm was required to pay.

   Percentage paid if more than 1%:  

   You may provide an explanation for a percentage rate higher than one percent (1%), if you wish to do so. Use and attach a separate page to do so, if needed.

   More than 1.10% = 0 Points; 1.10 or less = 3 Points; 1% or less = 5 Points

City of Inglewood – Renovation of the Morningside Park Library RFB-0158 121
q. List all other sureties (name and full address) that have written bonds for your firm during the last five (5) years, including the dates during which each wrote the bonds:

Name of Surety Agent

Name of Surety Agent

Address

Address

City, State, Zip

City, State, Zip

Phone

Phone

Use additional pages if needed.

Information and Letter Not Provided = 0 Points; Information and Letter Provided = 5 Points

Points (For Office Use Only)

r. During the last five (5) years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

☐ Yes  ☐ No

Yes = 0 Points; No = 5 Points

Points (For Office Use Only)

s. Provide the following information:

i. Average annual work volume per year for the past five (5) fiscal/annual years:

$_

ii. Total bonding capacity: $__________

iii. Bonding capacity presently encumbered: $__________

iv. Bonding capacity available and remaining at time of submission: $__________

Information and Letter Not Provided = -0 Points; Information and Letter Provided = 5 Points

Points (For Office Use Only)

a. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

Number of times per week: ____________________

| Less than once per week = 0 Points; Once per week or more = 3 Points | Points |
| (For Office Use Only) | |

b. Within the last five (5) years has there ever been a period when your firm had employees but was without workers’ compensation insurance or state approved self-insurance?

☐ Yes ☐ No

If yes, was it more than once?

☐ Yes ☐ No

State your firm’s gross revenues for each of the last three (3) years:

2019 $______________

2020 $______________

2021 $______________

| Yes (to either part) = 0 Points; No (to both questions) = 5 Points | Points |
| (For Office Use Only) | |

NOTE: The following questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about “pass-through” disputes in which the actual dispute is between a sub-contractor and a project owner. Also, you may omit reference to all disputes about amounts of less than $50,000.

c. In the past five (5) years has any claim against your firm concerning your firm’s work on a construction project been filed in court or arbitration?

If so, how many times? ____________________

☐ Yes ☐ No

| Yes (More than 2 instances) = 0 Points; Yes (2 instances) = 3 Points; Yes (1 instance) = 5 Points No = 5 Points | Points |
| (For Office Use Only) | |

City of Inglewood – Renovation of the Morningside Park Library RFB-0158
d. In the past five (5) years has your firm made any claim against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration? If so, how many claims?

☐ Yes  ☐ No

| Points | Yes (More than 2 instances) = 0 Points; Yes (2 instances) = 3 Points; Yes (1 instance) = 5 Points
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e. In the past five (5) years has your firm made any claim ("claim" as defined in the General Conditions of the Construction Contract) against the City of Inglewood concerning work on a project or payment for a contract? If so, how many instances?

If so, how many claims?

☐ Yes  ☐ No

| Points | Yes (More than 2 instances) = 0 Points; Yes (2 instances) = 3 Points; Yes (1 instance) = 5 Points
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f. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five (5) years? NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

If so, how many times?

☐ Yes  ☐ No

| Points | Yes (More than 2 instances) = 0 Points; Yes (2 instances) = 3 Points; Yes (1 instance) = 5 Points
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g. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five (5) years? NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

If so, how many times?

☐ Yes  ☐ No

| Points | Yes (More than 2 instances) = 0 Points; Yes (2 instances) = 3 Points; Yes (1 instance) = 5 Points
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h. Has the EPA or any Air Quality Management City or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five (5) years? If so, how many times? NOTE: If you
have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or
if there is a court appeal pending, you need not include information about the citation.
If so, how many times? ________________________________
☐ Yes  ☐ No

| Yes (More than 2 instances) = 0 Points; Yes (2 instances) = 3 Points; Yes (1 instance) = 5 Points No = 5 Points | Points |
| (For Office Use Only) |

i. Has there been more than one occasion during the last five (5) years in which your firm was
required to pay either back wages or penalties for your own firm’s failure to comply with the
state’s prevailing wage laws? NOTE: This question refers only to your own firm’s violation
of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.
If so, how many times? ________________________________
☐ Yes  ☐ No

| Yes (More than 2 instances) = 0 Points; Yes (2 instances) = 3 Points; Yes (1 instance) = 5 Points No = 5 Points | Points |
| (For Office Use Only) |

j. Has there been more than one occasion during the last five (5) years in which your firm or
any subcontractors hired by your firm was required to pay either back wages or penalties for
your subcontractor’s failure to comply with the state’s prevailing wage laws.
If so, how many times? ________________________________
☐ Yes  ☐ No

| Yes (More than 2 instances) = 0 Points; Yes (2 instances) = 3 Points; Yes (1 instance) = 5 Points No = 5 Points | Points |
| (For Office Use Only) |

k. Has there been more than one occasion during the last five (5) years in which your firm was
required to pay any penalties related to any provision of the California apprenticeship laws
or regulations, or the laws pertaining to use of apprentices on public works projects,
including Labor Code sections 1777.5 and 1777.77? NOTE: This question refers only to
your own firm paying any penalties, not to your firm’s subcontractor(s) paying any
penalties.
If so, how many times? ________________________________
☐ Yes  ☐ No

| Yes (More than 2 instances) = 0 Points; Yes (2 instances) = 3 Points; Yes (1 instance) = 5 Points No = 5 Points | Points |
| (For Office Use Only) |
1. Has there been more than one occasion during the last five (5) years in which any subcontractor hired by your firm was required to pay any penalties related to any provision of the California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works projects, including Labor Code sections 1777.5 and 1777.7?

If so, how many times? ____________________________________________________________

☐ Yes  ☐ No

<table>
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<tr>
<th>Points</th>
<th>Yes (More than 2 instances) = 0 Points; Yes (2 instances) = 3 Points; Yes (1 instance) = 5 Points No = 5 Points</th>
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Section 5: Project Specific Qualification (Scored).

1. Scoring And Format:
   a. Maximum score available in this section 5 is 400 points.
   b. To respond to the questions in this section 5, you must also use separate pages and include and submit them with your Pre-Qualification Questionnaire as stated in the Notice to Contractors Calling for Pre-Qualification Applications.
   c. You must, however, respond to each individual question and all parts thereof as set forth in this document.
   d. On the separate pages you submit, insert on those pages: “Section 5, (and insert other identifying information)” so that your answers and/or data submitted are coordinated with the question numbers below. For example, “2. a.” below states: “Describe your approach for managing the subject Project.” You will need to use a page or pages to respond. So
on the page(s) you use to respond, at the top of the page(s) insert “Section 5, Question 2 a.”

e. To receive Pre-Qualification Status for this Project, you must score a Minimum of 300 points in this Section.

2. Project Approach:
   a. Describe your approach for managing the subject Project.
   b. Describe your firm’s culture and its influence on your project management approach specifically regarding the following:
      i. your firm’s philosophy regarding collaboration with a project owner;
      ii. the project owner’s construction/project management team;
      iii. the project owner’s architects and engineers and project inspectors; and
      iv. how your team works to resolve issues and unforeseen events and/or conditions as they arise while reducing impact to the Owner.

Provide a brief narrative, including date(s) of completion, regarding three projects similar to the instant Project completed by your firm, and related project references, wherein these approaches were applied.

c. Describe your experience and approach to pre-construction, submittal, and layout phase coordination.

d. Describe your approach to your management of staff, manpower allocation during construction, management of subcontractors, coordination procedures, etc.

e. Describe your experience and approach to working on a project site.

f. Describe your firm’s approach for maintaining a condensed construction schedule amid COVID-19 challenges.

g. Describe three perceived issues specific to the Project that your firm would address in its safety plan (1-page limit).

"0" to "130" points will be awarded depending on the completeness of the Applicant’s answer and information submitted in response to this question. (Office Use only: ______ Points Received)

3. Firm Experience/Past Performance (Best Three Substantially Similar Projects).
   a. Describe your past experiences with at least four (4) projects substantially similar to the
Project described in the Pre-Qualification Documents for this procurement within the last ten (10) years. The projects shall be similar in scope and complexity to the Project that is the subject of this procurement. Provide the following information, at a minimum, for each project listed:

- project name and location;
- year of project completion;
- description of project and scope of work performed, including:
  - the project size;
  - original contract price;
  - final contract price (including change orders);
  - original construction schedule and performance schedule at time of award; and
  - also include the safety plan for the projects.

- Owner’s or Owner’s Representative contact name and phone number;

- Original Scheduled Final Completion Date;

- Revised Final Completion Date established per mutually executed Change Order; and

- Actual Final Completion Date.

In order to maximize points, the projects listed by Applicant should possess the following characteristics, presented here in order of priority:

- Public Works projects involving condensed construction schedule(s); and
- Regarding the above, specifically renovation projects similar to the instant Project.

"0" to "120" points will be awarded depending on the completeness of the Applicant's answer and information submitted in response to this question. If you list more than 4 projects, you will not receive more than 120 points. (Office Use only: _______ Points Received)

4. KEY PERSONNEL

a. Identify the following Key Persons for the Project that is the subject of this Call for Pre-Qualification Applications; and also provide your complete proposed staffing plan/matrix for the Project that is the subject of this Call for Pre-Qualification Applications.

NOTE: The staffing matrix provided by Applicant in its Pre-Qualification Application will be integrated into the final Contract for the Project if the Applicant achieves Pre-Qualification status via this instant Call for Pre-Qualification Applications and is subsequently awarded the
Contract for the Project. Any proposed deviations from the provided staffing matrix will require written City approval, which shall be given in the City’s sole discretion, which will not be unreasonably withheld.

This Project will require the following Key Persons:

**Contractor**

- Project Manager  
  *(scored up to 45 points maximum)*
- Project Superintendent  
  *(scored up to 45 points maximum)*
- Project Engineer  
  *(scored up to 10 points maximum)*

a. For each Key Person named above, provide the following:

- Include a resume;

- Number of years with your firm (or respective firm if a joint venture);

- State the estimated percent of time each is anticipated to spend on the Project site for construction services;

- Describe the role each will play for this Project and why they are qualified to do so; and

- In order to maximize points, the experience of Key Personnel listed by the Applicant should possess experience with the following:

  (i) Substantially similar scopes of work to this Project; and  
  (ii) Projects involving condensed construction schedule(s).

"0" to "100" points will be awarded depending on the completeness of the Applicant’s answer and information submitted in response to this question.  
(Office Use only: ______ Points Received)

5. **APPLICANT’S CHOICE**

a. In no more than one page, provide any additional information regarding your firm that you believe is relevant to your firm’s eligibility for pre-qualification that has not already been addressed in any of the above questions in this Section 5 of the Pre-Qualification
Questionnaire.

"0" to "50" points will be awarded depending on the completeness of the Applicant's answer and information submitted in response to this question. (Office Use only: ______ Points Received)

[Name of Applicant]

Date__________________________

[Signature of Applicant (if individual) or its Officer]

END OF PRE-QUALIFICATION QUESTIONNAIRE

BE SURE TO SUBMIT **ALL** OF THE DOCUMENTATION REQUIRED BY THIS PRE-QUALIFICATION QUESTIONNAIRE
Attachment No. 4
BID FORM
Attachment "B"

To: Prospective Bidders

From: The City of Inglewood, acting by and through its City Council, herein called the "City":

1. Pursuant to and in compliance with the Notice/Invitation to Contractors Calling for Pre-Qualification Applications and Bids and the other Bid Documents relating thereto, the undersigned Bidder, having thoroughly examined and familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract and the cost of the work at the places where the work is to be done, and with the drawings and specifications and other Contract Documents, hereby proposes and agrees to perform, within the time stipulated, the Project pursuant to all requirements of the Contract Documents, including all of its/their component parts, and everything required to be performed, including its acceptance by the City, and to provide and furnish any and all of the labor, materials, tools, services, supplies, expendable equipment, apparatus, and the like, all utility and transportation services and California sales and other applicable taxes, permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located necessary to perform the Contract and complete in a workmanlike manner all of the work required in connection with:

Project: Renovation of the Morningside Park Library project located at 3202 West 85th Street, Inglewood, CA 90305 ("Project")

and all in strict conformity with the drawings and specifications and other Contract Documents for the Project, including all Addenda issued for this procurement which are on file at the City for amounts set forth herein.

2. Base Bid: shall include all costs required to perform the work required by the Contract Documents and is inclusive of any and all Contractor and Subcontractor insurance coverage(s). Contractor acknowledges that it and its Subcontractors meet minimum standards in order to bid on this Project as set for in the Pre-Qualification Questionnaire.

The Bidder agrees to perform all work required for this Project for the lump sum of:

BID AMOUNT:

For the Sum of the Total Bid Amount of:

One Million nine hundred ninety four thousand ($1,994,000.00)

Said prices in line above to include all applicable taxes and costs.

3. It is understood that the City reserves the right to reject this Bid and that this Bid shall remain open and not be withdrawn for a period of sixty (60) days after the date Bids are opened.

4. Attached is bid security in the amount of not less than ten percent (10%) of Line C above.

$ ________________________ (check one of the foregoing boxes)

Bid Bond, Certified Check, Cashier's Check, or Cash.

5. Attachments "B", "C" through "P" are all correctly filled out, attached hereto and by this reference incorporated herein and made part of these completed Contract Bid Forms. Attachment "C" for the Project will be submitted to the City as called for in/on Attachment "C" within 48 hours after the Bids are opened or

City of Inglewood – Renovation of the Morningside Park Library RFB-0158 22
Applicants/Bidder's Bid may be rejected as Non-Responsive. Attachment "C" by this reference is incorporated herein and made part of these completed Contract Bid Forms.

6. It is understood and agreed that if written notice of the acceptance of this Bid is mailed, emailed, telegraphed, or personally delivered, to the undersigned after the Bid Opening of the Bid, and within the time this Bid is required to remain open, or at any time thereafter before this Bid is withdrawn, the undersigned will execute and deliver to the City the Contract in the form attached hereto in accordance with the Bid as accepted. The undersigned will also furnish and deliver to the City the Performance Bond and Payment Bond for Public Works as specified, all within five (5) days after receipt of acceptance of this Bid. The work under the Contract shall be commenced by the undersigned Bidder, if awarded the Contract, on the date stated in the City's Notice to the Contractor to Proceed and shall be completed by the Contractor in the time specified in the Contract Documents for the Project.

7. Notice of Acceptance or requests for additional information should be addressed to the undersigned at the address stated below:

8. The names of all persons interested in the foregoing proposal as principals are as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Name</th>
</tr>
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<tbody>
<tr>
<td>Kasra Ghobadi</td>
<td>Mehdi Ghobadi</td>
</tr>
<tr>
<td>C.E.O</td>
<td>R.M.O</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>Address</th>
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</thead>
<tbody>
<tr>
<td>21 Gramercy Unit 221 Irvine, Ca 92612</td>
<td>21 Gramercy Unit 221 Irvine, Ca 92612</td>
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</table>

<table>
<thead>
<tr>
<th>City, State &amp; Zip Code</th>
<th>City, State &amp; Zip Code</th>
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<tbody>
<tr>
<td>714-369-0830</td>
<td>818-402-2077</td>
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<th>Telephone Number</th>
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<tr>
<td><a href="mailto:kasra@kgaxis.com">kasra@kgaxis.com</a></td>
<td><a href="mailto:kgaxis1@gmail.com">kgaxis1@gmail.com</a></td>
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(IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual copartners comprising the firm; if Bidder or other interested person is an individual, state first and last names in full.)

9. Bidder certifies that he/she/it is licensed in accordance with the law providing for the Registration of Contractors. The undersigned Bidder shall provide the following information:

<table>
<thead>
<tr>
<th>Bidder's California Contractor's License No.:</th>
<th>997139</th>
</tr>
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<tbody>
<tr>
<td>Expiration Date:</td>
<td>09/30/2024</td>
</tr>
<tr>
<td>Name on License:</td>
<td>Mehdi Ghobadi</td>
</tr>
<tr>
<td>Type of License:</td>
<td>B &amp; C-10</td>
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If the undersigned Bidder is a joint venture, each member of the joint venture must include the above information.

11. The undersigned Bidder shall be registered with the DIR and shall provide the following information:

<table>
<thead>
<tr>
<th>Bidder's California DIR Registration Number:</th>
<th>1000032069</th>
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<tbody>
<tr>
<td>Registration expiration date:</td>
<td>05/01/2023</td>
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12. The Low Bid, assuming the Bidder is pre-qualified, the Bidder's Bid is responsive, and the Bidder has not been determined to be a "non-responsible bidder", shall be determined as follows:

For this procurement, the Low Bid shall be:

- the lowest Bid Amount above, The City reserves the right to add to the lowest Bid, at time of award of the Contract for the Project, any City Controlled Construction Contingency Amount determined by the City, as well as any or all alternates.

13. Time is of the essence regarding the award of this Contract for the Project. Therefore, in the event the Bidder to whom the Notice of Intent to Award Contract is given fails or refuses to post the required bonds and return executed copies of the Agreement form within ten (10) calendar days from the date of receiving the Notice of Intent to Award Contract, the City may declare the Bidder's bid deposit or bond forfeited as damages.

14. Pursuant to Government Code section 4552, in submitting a bid to the City, the Bidder offers and agrees that if the Bid is accepted, it will assign to the City all rights, title, and interest in, and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Business and Professions Code sections 16700, et. seq.), arising from the purchase of goods, materials, or services by the Bidder for sale to the City pursuant to the Bid. Such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.

15. The Bidder declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans, General Conditions of the Contract, Special Conditions of the Contract, and Specifications, and read the accompanying instructions to Bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Plans, General Conditions of the Contract, Special Conditions of the Contract, and Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

16. In the event of ambiguity due to a conflict between words and numbers with respect to the amount of the Bid, words shall govern over numbers.

17. The Bidder is familiar with Government Code sections 12650, et. seq., and Penal Code section 72 and understands that false claims can lead to imprisonment.

18. The Bidder acknowledges that they have reviewed the work outlined in the Contract Documents and fully understands the Scope of work required in the Proposal, and further acknowledges that this proposal includes the scope of work within this Bid Proposal. It is further understood that no exceptions, exclusions, or clarifications will be considered.

I, Kasra Ghobadi, the C.E.O of the Bidder, hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted by the Bidder in connection with this Bid, and all of the representations made herein are true and correct.

Executed on this 10 day of April, 2023 at Orange County, California.

Kg Axis, Inc.
Proper Name of Bidder

21 Gramercy Unit 221 Irvine, Ca 92612
Address
NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature(s) of authorized officers or agents; if Bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partners authorized to sign contracts on behalf of the partnership; if Bidder is a Joint Venture, the legal name of the Joint Venture shall be set forth above together with the signature(s) of the Joint Venture’s Managing partner(s); and if Bidder is an individual, his/her name shall be placed above.

[End of Attachment B - “Bid Form”]
BID BOND
Attachment "D"

KNOW ALL MEN BY THESE PRESENTS THAT we, KG Axis, Inc., as Principal, and Western National Mutual Insurance Company, as Surety, are held and firmly bound unto the City of Inglewood, hereinafter called the City, in the penal sum of Ten Percent of the Total Amount of the Bid, THE TOTAL AGGREGATE AMOUNT OF THE BID of the Principal submitted to the said City on Line "C" of Attachment "B" (Bid Form) 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 April 10, 2023 for the City of Inglewood procurement commonly referred to as:

Renovation of the Morningside Park Library

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 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, 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 Pre-Qualification Applications and 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 or the call for Pre-Qualification Applications and 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 Pre-Qualification Applications and 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 10th day of April 2023, the name and corporate seal of each corporate party being hereunto affixed and these presents duly assigned by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

PRINCIPAL: KG Axis, Inc.

By: ________________
Title: ________________

SURETY: Western National Mutual Insurance Company

By: ________________
Attorney-in Fact: Pietro Micciche

(Attach Attorney-in-Fact Certificate)
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS. That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute, and appoint: Patricia Zenio, Pietro Moccia, Manuel Reguerra, and Elisabeta Salazar,
Preferred Bonding Services (NO780)

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) bond, 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, hazardous waste remediation bonds or black lung bonds), as follows:

All written instruments in an amount not to exceed an aggregate of Seven Million Five Hundred Thousand and 00/100 ($7,500,000.00) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance 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 meeting held on September 28, 2010. 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 Western National Mutual Insurance Company on September 28, 2010:

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 sortership 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 sortership 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 sortership 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, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 16th day of December, 2020.

Jon R. Hebeisen, Secretary

Larry A. Byers, Sr. Vice President

STATE OF MINNESOTA, COUNTY OF HENNEPIN

On this 16th day of December, 2020, personally came before me, Jon R. Hebeisen and Larry A. Byers and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally disavow 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.

JENNIFER A. YOUNG
NOTARY PUBLIC
MINNESOTA
My Commission Expires 01/31/2026

Jennifer A. Young, Notary Public
My commission expires January 31, 2026

CERTIFICATE

I, the undersigned, assistant secretary of the Western National Mutual Insurance Company, a Minnesota 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.

Jennifer A. Young, Assistant Secretary

Signed and sealed at the City of Edina, MN this 15th day of April, 2023 Jennifer A. Young, Assistant Secretary
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 Los Angeles

On 4/10/2023 before me, Angel Nunez, Notary Public, personally appeared Petro Micciche

Date

Here insert Name and Title of the Officer

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/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: __________________________ Document Date: __________________________

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: __________________________

☐ Corporate Officer — Title(s): __________________________

☐ Partner — Limited/ General

☐ Individual — Attorney in Fact

☐ Trustee — Guardian or Conservator

☐ Other:

Signer is Representing: __________________________

Signer's Name: __________________________

☐ Corporate Officer — Title(s): __________________________

☐ Partner — Limited/ General

☐ Individual — Attorney in Fact

☐ Trustee — Guardian or Conservator

☐ Other:

Signer is Representing: __________________________

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DECLARATION OF SUFFICIENCY OF FUNDS

Attachment "E"

(California Labor Code Section 2810)

1, the undersigned, an authorized representative of the Bidder, with authority to make the statements contained in this Declaration on behalf of Bidder, hereby declare the following:

1. The Bidder’s employer identification number for state tax purposes is: 46-5595275.

2. The Bidder’s workers’ compensation insurance policy number is: 72WECZH8821. The name, address, and telephone number of the insurance carrier providing said insurance is:

   Hartford Fire Insurance Company

3. The following information is provided concerning any and all vehicles that are owned by the Bidder and that will be used for transportation in connection with any service provided for the performance of the Work that is the subject of the Bid that will form the basis for the Award of the Contract for the Project. Insert all required information in the table below. [Attach additional sheets, if needed]:

<table>
<thead>
<tr>
<th>Vehicle</th>
<th>Vehicle ID #</th>
<th>Vehicle, Liability Insurance Policy Number (of policy covering vehicle)</th>
<th>Name, Address and Telephone Number of Vehicle Liability Insurance Carrier (issuing policy covering vehicle)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020 Ford F-150</td>
<td>1ftfw1rgilfa40040</td>
<td>648914117</td>
<td>Allstate Insurance Company</td>
</tr>
</tbody>
</table>

4. The following is the address of any real property that will be used to house workers in connection with the performance of the Work that is the subject of the Bid:

   None

   [Insert the information requested. If no such housing will be provided, enter “none”]

5. The actual or estimated number of workers that will be employed to perform the Work that is the subject of the Bid, the total amount of wages to be paid to said workers, and the dates on which said wages will be paid are as follows [Attach additional sheets, if needed]:

<table>
<thead>
<tr>
<th>Total Number of Workers</th>
<th>Total Amount of Wages</th>
<th>Date(s) for Payment of Wages</th>
</tr>
</thead>
</table>

City of Inglewood – Renovation of the Morningside Park Library RFB-0158
6. Check only one of the following boxes, as applicable:

☐ The statement of number of workers declared in Paragraph 5, above, is a statement of the actual number of workers that will be employed; or

☑ The actual number of workers requested in Paragraph 5, above, is unknown at this time and therefore the statement of number of workers declared herein is based on the Bidder's best estimate available at the time of submission of its Bid, rather than the actual number of workers that will be employed and if and when the actual number of workers and the other information requested above is available, it will be reported to the City by the Bidder in writing.

7. The actual or estimated total number of persons who will be utilized as "Independent Contractors" (defined as anyone not receiving a W-2 form) to perform the Work that is the subject of the Bid (together with their known, current local, state, and federal contractor license identification numbers that each is required to have under local, state or federal laws or regulations) are as follows [attach additional sheets, if needed]:

<table>
<thead>
<tr>
<th>List of Contractors</th>
<th>Independent Contractors</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Current, local, state and federal contractor license identification number</td>
</tr>
</tbody>
</table>

8. Check only one of the following boxes, as applicable:

☐ The statement of number of Independent Contractors declared in Paragraph 7, above, is a statement of the actual number of Independent Contractors that will be utilized; or,

☑ The actual number of Independent Contractors requested in Paragraph 7, above, is unknown at this time and therefore the statement of number of Independent Contractors declared herein is based on the Bidder's best estimate available at the time of submission of its Bid, rather than the actual number of Independent Contractors that will be utilized, and if and when the actual number of Independent Contractors and the other information requested above is available, it will be reported to the City by the Bidder in writing.

I, the undersigned, declare under penalty of perjury that the foregoing statements are within my personal knowledge and are true and correct. Executed on this 10 day of April, in the year 2023 at Irvine, California.

(signature)

Type Name of Signer: Kasra Ghobadi

Type Name of Bidder Business: Kg Axis, Inc.
NON-COLLUSION DECLARATION

Attachment “F”

State of California

County of Orange

The undersigned declares:

I am the President of Kg Axis, Inc., the party submitting to the City of Inglewood a Bid and/or Proposal regarding the RENOVATION OF THE MORNINGSIDE PARK LIBRARY ("Project"). The Bid and/or Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid and/or Proposal is genuine and not collusive or a sham. I/We have not directly or indirectly induced or solicited any other bidder or proposer to put in a false or sham Bid and/or Proposal. I/We have not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or proposer or anyone else to put in a sham Bid and/or Proposal, or to refrain from applying. I/We have not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any price of our Bid and/or Proposal or that of any other bidder or proposer, nor to fix any overhead, profit, or cost element of our price, or of that of any other bidder or proposer regarding the Project. All statements contained in the Bid and/or Proposal are true. I/We have not, directly or indirectly, submitted this Bid and/or Proposal, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, or to any member or agent thereof, to effectuate a collusive or sham Bid and/or Proposal and have not paid, and will not pay, any person or entity for such purpose.

Any person executing this Declaration on behalf of any bidder or proposer 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 or proposer.

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 [04/10/2023] [date], at

Irvine [city], CA [state].

Signature

Kasra Ghobadi

Print Name

21 Gramercy Unit 221 Irvine, Ca 92612
NON-DISCRIMINATION DECLARATION

Attachment “G”

I, the undersigned, certify and declare that I am an authorized agent or officer of the entity submitting this Bid and/or Proposal to the City of Inglewood for the following project: RENOVATION OF THE MORNINGSIDE PARK LIBRARY (“Project”), and that I am empowered to submit the Bid and/or Proposal on behalf of:

Kg Axis, Inc.

In connection with the procurement process for the Project, I hereby certify and declare that neither my firm, or anyone employed by my firm, will discriminate in the employment of persons working on the Project because of the race, religious creed, color, national origin, or ancestry, physical disability, medical condition, marital status, sex of gender of such persons except as provided in Section 12940 of the Government Code. I acknowledge that every vendor working for the City of Inglewood violating that section is subject to all the penalties imposed for a violation of all applicable laws, including without limitation, Labor Code section 1735.

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 this date 04/10/2023 [date], at

Irvine [city], CA [state].

BY: [Signature]

Printed Name: Kasra Ghobadi

Position/Title: CEO

Date of Execution: 04/10/2023

21 Gramercy Unit 221 Irvine, Ca 92612

City of Inglewood – Renovation of the Morningside Park Library RFB-0158
CONFLICT OF INTEREST CERTIFICATION
Attachment “H”

Regarding the Bid and/or Proposal that I and/or my Firm has submitted to the City of Inglewood for the following project: RENOVATION OF THE MORNINGSIDE PARK LIBRARY (“Project”).

I and we hereby certify that we have no conflict of interest within the meaning of the laws of the state of California; that no one in my firm has a business or personal relationship with any Member of the City, or any person in a decision making position regarding the potential Contract for the Project, and that in submitting this Bid and/or Proposal, I and we have not used any undue influence or taken advantage of any relationship that would cause the award of the Contract for the Project to be made other than on the basis as permitted by law.

The undersigned Bidder hereby also certifies that:

1. No officer, director, agent, employee, or affiliate of the Bidder has a financial interest in any consultant or contractor currently under agreement to perform work or services for the City, or for any of its consultants or sub-consultants, excepting the following firms:
   Kg Axis, Inc.

2. No officer, director, agent, employee, or affiliate of the Bidder has received or given, either directly or indirectly through an intermediary, any gift or gratuity to any consultant or contractor currently under agreement to perform work or services for the City, or for any of its consultants or sub-consultants, except for the following:
   Kg Axis, Inc.

3. No officer, director, agent, employee, or affiliate of the Bidder has any affiliation or business relationship with any official, officer, agent, or employee of the City, or any of its consultants or sub-consultants, who make recommendations to the City with respect to the expenditure of money, except for the following affiliation or business relationship:
   Kg Axis, Inc.

4. No officer, director, agent, employee, or affiliate of the Bidder has any family or business affiliation or relationship with any official, officer, agent, or employee of the City, except for the following affiliation or business relationship:
   Kg Axis, Inc.

5. No portion of the services covered by the Bidder’s Bid is anticipated to be performed by a person or entity that is already providing, or that the Bidder has reason to believe may provide in the future, services, advice, or consultation to (1) the City; (2) any consultant or contractor retained by the City; or (3) any sub-consultant or subcontractor of any consultant or contractor retained by the City, except for the following:
   Kg Axis, Inc.

6. The Bidder does not know of any other circumstances, not described above, that create or could be reasonably interpreted as creating, a conflict of interest, except for the following:
   Kg Axis, Inc.

7. The Bidder agrees to assume a continuing duty to disclose to the City any circumstances that may arise in the future within the scope of the requests for disclosure of conflicts of interests stated above.

Bidder’s Name: Kg Axis, Inc.  Date: 04/10, 2023

Signature: Kasra Ghobadi / C.E.O
CONTRACTOR'S CERTIFICATION REGARDING WORKERS' COMPENSATION

Attachment "I"

Labor Code Section 3700 states:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

*(a)* By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

*(b)* By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.

*(c)* For any county, city, city and county, municipal corporation, public city, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers’ compensation claims properly, and to pay workers’ compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers’ compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

"For purposes of this section, 'state' shall include the superior courts of California."

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract and Project at the City of Inglewood and the Project commonly known as Project RENOVATION OF THE MORNINGSIDE PARK LIBRARY.

WCIRB # 72WECZH8821

Kg Axis, Inc.  
(Proprietary Name of Contractor)

By Kasra Ghobadi  
(Signature of Contractor)

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.)

City of Inglewood – Renovation of the Morningside Park Library RFB-0158
BIDDER'S CERTIFICATIONS and REPRESENTATIONS

Attachment "J"

Without limitation on any other statements or representations made by the Bidder as part of its participation in the Bid process described herein for the Project commonly known as RENOVATION OF THE MORNINGSIDE PARK LIBRARY located at 3202 West 85th Street in the City of Inglewood, California, each Bidder who submits a Bid in response to this Invitation/Solicitation for Bids is deemed to have made the following representations to the City:

1. Bidder represents that its Bid fully complies with the requirements of the Invitation for Bids process;

2. Bidder represents that all of the statements and representations made, or incorporated by reference, by Bidder in its Bid, and in the attachments or exhibits submitted with its Bid, are true, correct, and materially complete;

3. Bidder represents that information and/or matters stated in the Bid are true of my own knowledge except as to that information and/or those matters which are stated on information and belief, and as to that information and/or those matters, I believe them to be true;

4. Bidder represents that, if it is a requirement of this Bid, that Bidder attended at least one of the Mandatory Pre-Bid Conference and Job Walks;

5. Bidder represents that each person who signed a document that is included in the Bid was at the time of signing, and for the duration of Bidder's participation in the Bid process provided for in these Instructions shall remain, authorized to so sign on behalf of and to bind the Bidder;

6. If the Bidder is a corporation, limited liability company, limited partnership, or joint venture, Bidder represents that it is, and for the duration of Bidder's participation in the Bid process provided for by these Instructions shall remain, registered with the Office of the Secretary of State for the State of California and authorized under Applicable Laws to business in the State of California with a legal status determined by said Office of the Secretary of State of "active and in good standing";

7. Bidder represents that it possesses at the time of submission of its Bid, and shall possess for the duration of Bidder's participation in the Bid process provided for by these Instructions, all licenses that it is required to hold under the provisions of these Instructions and/or that it is required to hold under applicable laws in order to perform the services and work contemplated by the Bid process;

8. Bidder represents that it is, and at all times during its participation in the Bid process shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA"), as well any similar provisions of applicable laws setting forth proscriptions or penalties relating to the employment or hiring of undocumented aliens;

9. Bidder, being familiar with California Government Code §§1050 et seq. and §§ 87100 et seq., represents that it does not know of any facts occurring in connection with the Bidder's preparation for, or participation in, the herein described Bid process that constitute a violation thereof and has disclosed to City in "Attachment H - Conflict of Interest Certification" any possible interests,

City of Inglewood – Renovation of the Morningside Park Library RFB-0158

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direct or indirect, which Bidder believes any official, officer, agent, or employee of the City has
that might cause such official, officer, agent, or employee to be “financially interested” (as that
term is defined in the aforesaid statutes) in any decision made by City in connection with the Bid
process that is the subject of these Instructions;

10. For projects over $1 Million, in accordance with Public Contract Code section 2204 (a), the
Bidder certifies and represents that at the time its Bid is submitted, the Bidder is not identified on
a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as
defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran
described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in
subdivision (b) of Public Contract Code section 2202.5, as applicable. Bidder is cautioned that
making a false certification and representation may subject the Bidder to civil penalties,
termination of existing contract(s), and eligibility to bid on a contract for a period of three (3)
years in accordance with Public Contract Code section 2205.

11. Bidder represents and warrants that neither Contractor, nor any Subcontractor, shall be
qualified to submit a Bid, or be listed in a Bid, subject to the requirements of Section 4104 of
the Public Contract Code, or engage in the performance of Work under the Contract
Documents unless currently registered and qualified to perform public work pursuant to
Section Labor Code §1725.5. Contractor shall not enter into any subcontract without proof of
the potential Subcontractor’s registration. If an unregistered Contractor submits a proposal,
the City will deem such proposal as Non-Responsive.

12. Bidder represents and warrants that Contractor and the Subcontractors, of every Tier, shall be
registered with the Department of Industrial Relations pursuant to Labor Code §§ 1725.5 and
1771.1 for the duration of time that Contractor is performing the Work under the Contract
Documents. If any Contractor or Subcontractor performs Work on this Project at any time, the
City has the right to cancel the Contract(s) for cause.

13. Bidder represents and warrants that all information set forth in its Pre-Qualification
Questionnaire is full, complete, accurate and truthful.

Date: 04/10/2023

Kg Axis, Inc.

Name of Bidder

Signature of Bidder (if individual) or its Officer

Kasra Ghobadi

Typed Name of Person Signing

C.E.O

Office or Title
AUTHORIZATION TO RELEASE INFORMATION

Attachment "K"

Regarding the procurement commonly referred to as: City of Inglewood – RENOVATION OF THE MORNINGSIDE PARK LIBRARY (hereinafter referred to as "Project"), the undersigned Bidder hereby authorizes and consents to the City and its representatives, acting on behalf of the City, to obtain information from any third parties, including, but not limited to, any: individuals; firms; entities; persons; representatives, or organizations listed by Bidder in any of its Bid Documents for the Project, for the purpose of verifying the information provided therein by the Bidder, or for any other purpose related to the evaluation of the Bidder's qualifications and/or Bid for the Project.

The Bidder recognizes that to ensure the effectiveness of the Bid process, such individuals must be able to speak frankly and openly to the City and its' representatives.

Accordingly, the Bidder hereby fully and unconditionally provides authority to such third parties to release any information requested by the City and/or the City's representatives. Bidder hereby also releases and discharges such third parties, and the firms, entities, and organizations they represent, from any claim or liability relating to information provided by it/him/her/them to the City and/or the City's representatives in connection with the processing, investigation, and evaluation by City and/or the City's representatives of the information submitted by the Bidder for the Project.

Bidder hereby certifies that all its listed Subcontractors have read this Authorization to Release Information, and the Bidder's signature below represents its and its Subcontractor's agreement to the terms and conditions hereof, regarding both the Bidder's, and all of its Subcontractors' consent as stated herein, in connection with the Project.

BY: ______________
Signature: 

Printed Name: Kasra Ghobadi

Position/Title: C.E.O

Date of Execution: 04/10/2023

City of Inglewood – Renovation of the Morningside Park Library RFB-0158
EVIDENCE OF INSURANCE CERTIFICATION

Attachment “L”

I, the undersigned, certify and declare that I am an authorized agent or officer of the entity submitting this Bid and responses for the procurement commonly referred to as: City of Inglewood – RENOVATION OF THE MORNINGSIDE PARK LIBRARY (hereinafter collectively referred to as the “Project”), and that I am empowered to submit the Bid and responses on behalf of:

Kg Axis, Inc.

I/We acknowledge and am aware that as required by the Contract Documents, and if awarded the Contract for the Project, that I/We are required to have, obtain, and provided, as a condition precedent to being able to perform any services and/or work under the Contract for the Project, the insurance required by the Bid and Contract Documents.

In that regard, I/We have read all of the Bid Documents and Contract Documents, and I/We affirm and certify that I/We are familiar with all insurance requirements called for by the Bid Documents and Contract Documents for the Project, including without limitation, those insurance requirements set forth in the General Conditions to the Contract, and that I/We have, and/or shall have, all said insurance requirements for the Project as required by the Bid Documents and Contract Documents.

The matters stated herein above are true and correct based on my own personal knowledge.

I certify, under penalty of perjury under the laws of the state of California, that the foregoing is true and correct.

BY: ______________________________

Signature:

Printed Name: Kasra Ghobadi

Position/Title: C.E.O

Date of Execution: 04/10/2023

City of Inglewood – Renovation of the Morningside Park Library RFB-0158
Statement of Safety Record
Attachment "M"

General Contractor to complete each item below:

1. EMR Rating for the last three (3) years:
   2019 <1  2020 <1  2021 <1:

2. Number of serious or willful safety citations in last ten (10) years ___0___. Add explanation, if you have had any;

3. Annual TRIR for the last three (3) years and attach by annual filing documents:
   2019 ___0___  2020 ___0___  2021 ___0___;

4. Number of fatalities within last 10 years: ___0___. Attach OSHA 200/300 logs, if you have had any. Add explanation, if you have had any;

5. Contractor's Standard Industrial Classification (SIC) code _____ and North American Industry Classification System (NAICS) code 236220

Bidder hereby certifies that the above stated information is true and correct.

IN WITNESS WHEREOF, the undersigned has executed this this Statement of Safety Record

_____10___ day of _____April_____, 2023.

Kg Axis, Inc.
[Name of Bidder]

[Signature of Bidder (if individual) or Its Officer]

Kasra Ghabadi
[Typed Name of Person Signing]

C.E.O
[Office or Title]
DESIGNATION OF SUBCONTRACTORS

Attachment “N”

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each Bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent of the Contractor's Total Bid Price for the RENOVATION OF THE MORNINGSIDE PARK LIBRARY project ("Project"). Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each Subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent of the Contractor’s Total Bid Price for the Project. No additional time shall be granted to provide the below requested information.

If no Subcontractor is specified, for a portion of the work, or if more than one Subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent of the Contractor's Total Bid Price for the Project or $10,000, whichever is greater if the work involves streets or highways, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Failure to correct any errors in the listing of a Subcontractor's contractor license numbers and/or public works contractor registration numbers within the time permitted by law will result in your Bid being deemed Non-Responsive.

NOTE: If alternate Bids are called for and Bidder intends to use a different or additional Subcontractor on the alternates, a separate list of Subcontractors must be provided for each such alternate. Identify additional list of Subcontractors by Alternate Bid No.

If no Subcontractors will be listed please initial to certify that work will be self-performed.

<table>
<thead>
<tr>
<th>Portion of Work</th>
<th>Subcontractor</th>
<th>Location of Business (address)</th>
<th>Sub Contractor's License Number</th>
<th>Sub Contractor's DIR Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrical</td>
<td>S&amp;Sons Electrical</td>
<td>18442 Danbury ave. Hesperia Ca. 92345</td>
<td>642195</td>
<td>1000022113</td>
</tr>
<tr>
<td>Flooring</td>
<td>RELIABLE FLOOR COVERING, INC</td>
<td>2304 Townsgate Rd. Westlake Village CA 91381</td>
<td>853634</td>
<td>1000001941</td>
</tr>
<tr>
<td>Concrete</td>
<td>RCCI</td>
<td>778 N.Georgia Ave, Azusa, CA 91702</td>
<td>1019358</td>
<td>100045372</td>
</tr>
<tr>
<td>Landscaping</td>
<td>Bennett Landscape</td>
<td>25889 Belle Porte Ave, Harbor City, CA 90710</td>
<td>479003</td>
<td>1000006863</td>
</tr>
<tr>
<td>Millwork</td>
<td>CIMA West</td>
<td>4961 Santa Anita Avenue, Unit “K”, Temple City, CA 91780</td>
<td>1046943</td>
<td>1000062389</td>
</tr>
</tbody>
</table>

City of Inglewood – Renovation of the Morningside Park Library RFB-154
<table>
<thead>
<tr>
<th>Portion of Work</th>
<th>Subcontractor</th>
<th>Location of Business (address)</th>
<th>Sub Contractor's License Number</th>
<th>Sub Contractor's DIR Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Windows</td>
<td>Rainbow Window Glazing</td>
<td>1510 Kimberly Ave., Fullerton, CA 92831</td>
<td>863691</td>
<td>1000004744</td>
</tr>
<tr>
<td>Demo/Abatement</td>
<td>AIR, Inc.</td>
<td>3517 W. Washington Boulevard, Los Angeles, California. 90018</td>
<td>795278</td>
<td>10000006864</td>
</tr>
<tr>
<td>Asphalt</td>
<td>AMS Paving</td>
<td>11060 Rose Avenue, Fontana, CA 92337</td>
<td>415436</td>
<td>1000964627</td>
</tr>
<tr>
<td>Tile work</td>
<td>Continental Marble</td>
<td>2460 Anselmo Dr, Corona, CA 92879</td>
<td>394</td>
<td>1000002594</td>
</tr>
<tr>
<td>HVAC</td>
<td>New Air Inc.</td>
<td>23515 Lyons Ave, Unit 281, Valencia, CA 91355</td>
<td>995201</td>
<td>1900018103</td>
</tr>
<tr>
<td>Raised Floor System</td>
<td>BAYSIDE INTERIOR</td>
<td>820 N Poinsetta Drive, Santa Ana, Ca 92701-3853</td>
<td>454203</td>
<td>10000005970</td>
</tr>
<tr>
<td>Roofing</td>
<td>PACIFIC SINGLE PLY Roofing Inc</td>
<td>P.O. Box 217, La Habra, CA 90633-0217</td>
<td>777968</td>
<td>1000007564</td>
</tr>
<tr>
<td>Fire Sprinkler System</td>
<td>JB Fire Protection Inc</td>
<td>1229 E Ash Avenue, Fullerton, CA 92831</td>
<td>647282</td>
<td>1000030070</td>
</tr>
<tr>
<td>Fire Alarm</td>
<td>SSD Alarm</td>
<td>1740 N Lemon Street, Anaheim, CA 92801</td>
<td>557497</td>
<td>10000013363</td>
</tr>
<tr>
<td>Plumbing</td>
<td>Continental Plumbing</td>
<td>11165 THURSTON LANE, MIRA LOMA, CA 91752</td>
<td>399073</td>
<td>1000000624</td>
</tr>
<tr>
<td>Low Voltage</td>
<td>Leverage Information Systems</td>
<td>PO Box 630, Woodinville, WA 98072</td>
<td>897224</td>
<td>1000033175</td>
</tr>
<tr>
<td>Paint</td>
<td>MB PAINTING &amp; Remodeling Inc.</td>
<td>PO BOX 6829, BUENA PARK, CA 90622</td>
<td>790671</td>
<td>1000430217</td>
</tr>
</tbody>
</table>

Name of Bidder: Kg Axis, Inc.
Signature: [Signature]
Name and Title: Kasra Ghobadi / C.E.O
Date: 01/12/2023

City of Inglewood – Renovation of the Morningside Park Library RFB-154
<table>
<thead>
<tr>
<th>Portion of Work</th>
<th>Subcontractor</th>
<th>Location of Business (address)</th>
<th>Sub Contractor's License Number</th>
<th>Sub Contractor's DIR Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gate &amp; Fence</td>
<td>SSS Fence</td>
<td>15389 Muscat Ave Fontana, CA 92335</td>
<td>1064705</td>
<td>1000952038</td>
</tr>
<tr>
<td>Metal Roof</td>
<td>COPP Roofing</td>
<td>26852 Highway 189 Blue Jay, CA 92317</td>
<td>806485</td>
<td>1000020088</td>
</tr>
<tr>
<td>HVAC</td>
<td>AIR DEVICES</td>
<td>Montebello, CA 4035 Montebello Rd</td>
<td>953818</td>
<td>1000004802</td>
</tr>
</tbody>
</table>

Name of Bidder: Kg Axis, Inc.
Signature: [Signature]
Name and Title: Kasra Ghobadi / CEO
Date: 04/10/2023
<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Person to Contact</th>
<th>Email</th>
<th>Call Number</th>
<th>Address</th>
<th>Project # and Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Centinela Valley H.S</td>
<td>Kevin Flores</td>
<td><a href="mailto:mkflores@telacu.com">mkflores@telacu.com</a></td>
<td>714-828-9747</td>
<td>S 14701 Inglewood ave. Hathorn</td>
<td>BID # 21-003 Warehouse Offices</td>
</tr>
<tr>
<td>District</td>
<td></td>
<td></td>
<td></td>
<td>Ca 90250</td>
<td></td>
</tr>
<tr>
<td>2. Bellflower Unified</td>
<td>Dan Buffington</td>
<td><a href="mailto:dbuffington@busd.k12.ca.us">dbuffington@busd.k12.ca.us</a></td>
<td>562-244-0926</td>
<td>16703 South Clark ave. Bellflower</td>
<td>Bid # 19/20-03 Esther E.S Kitchen Renovation</td>
</tr>
<tr>
<td>School District</td>
<td></td>
<td></td>
<td></td>
<td>Ca 90706</td>
<td></td>
</tr>
<tr>
<td>3. LA Valley College</td>
<td>Nick Haddad</td>
<td><a href="mailto:nicholas.haddad@build-laccc.org">nicholas.haddad@build-laccc.org</a></td>
<td>323-377-4965</td>
<td>5800 Fulton ave. valley glen</td>
<td>LA Valley College Demo Bungalows</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Ca, 91401</td>
<td>80-85</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PQ-22-04-V</td>
</tr>
</tbody>
</table>

Name of Bidder: Kg Axis, Inc.

Signature: 

Name and Title: Kasra Ghabadi / C.E.O

Date: 04/10/2023

City of Inglewood – Renovation of the Morningside Park Library RFB-154
ACKNOWLEDGMENT OF ADDENDA
Attachment "P"

I, the undersigned, certify that I am an authorized agent or officer of the entity submitting this Bid to the City of Inglewood for the RENOVATION OF THE MORNINGSIDE PARK LIBRARY project (hereinafter referred to as the "Project") and that I am empowered to submit the Bid and/or Proposal on behalf of:
Kg Axis Inc.

In connection with the procurement process for the Project, I hereby acknowledge that my firm has received and considered the following number of Addenda issued for the Project:

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Date Received</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>03/13/23</td>
</tr>
<tr>
<td>2</td>
<td>03/15/23</td>
</tr>
<tr>
<td>3</td>
<td>03/22/23</td>
</tr>
</tbody>
</table>

Total Number Addenda issued and reviewed: 3

Failure to acknowledge all Addenda Issued for the Project will result in your Bid being deemed Non-Responsive.

By: Signature:
Print Name: Kasra Ghobadi
Title: C.E.O
Date: 04/10/2023

21 Gramercy Unit 221 Irvine, Ca 92612

City of Inglewood – Renovation of the Morningside Park Library RFB-0168
Pre-Qualification Questionnaire

Attachment “A”

MORNINGSIDE PARK LIBRARY PROJECT
(“Project”)

TO BE SUBMITTED SEPARATELY FROM YOUR BID DOCUMENTS

- SEE:

“NOTICE TO CONTRACTORS CALLING FOR PRE-
QUALIFICATION APPLICATIONS AND BIDS” for specific
submission instructions.

Section 1: General Background and Explanation of the Uniform Rating System.

For this procurement, the City has established the following Uniform System of Rating Potential Bidders in order to evaluate qualifications and determine if such entities pre-qualify for the procurement commonly referred to as the Morningside Park Library Project (or “Project”). Only Bids submitted from entities that achieve pre-qualified status will be opened. Bids received from entities that do not pre-qualify will be returned unopened.

You can tell from filling out the Pre-Qualification Questionnaire and applying the Uniform System of Rating Potential Bidders to your answers whether you will prequalify for this Project. If you are interested in this Project, you should do so BEFORE you undertake any work on preparing a Bid for this Project.

The Uniform Rating System is based on a series of questions set forth in this Pre-Qualification Questionnaire which is Attachment “A” to the overall “Notice to Contractors Calling for Pre-Qualification Applications and Bids” for the Project.

The Pre-Qualification Questionnaire is comprised of five (5) sections:

Section 1: Information for Applicants;

Section 2: Applicant’s General Information;

Section 3: Essential Requirements for Qualification;
Section 4: General Qualifications:

1. History of Business, Organizational Structure and Performance; and
2. Compliance with Laws;

Section 5: Project Specific Qualifications:

1. Scoring and Format;
2. Project Approach;
3. Prior Project Experience / Past Performance;
4. Key Personnel and Proposed Staffing Matrix; and
5. Applicant’s Choice.

Explanation of the Pre-Qualification Questionnaire scoring:

- Sections 1 and 2 are informational only and self-explanatory (not scored);
- Section 3 contains twenty (20) questions (not scored, but, an Applicant either “passes” or “fails” based upon the answers the Applicant provides in response to the twenty (20) questions);
- Section 4 contains individual questions that are scored and summarized to determine if an Applicant meets the minimum general qualifications on a pass/fail basis. An Applicant must score 115 of the 150 available points to move on to Section 5; and
- Section 5 is scored, separate from Section 4, based on an Applicant’s responses to the questions in Section 5. However, to receive Pre-Qualification Status, an Applicant must qualify and progress past Sections 3 and 4, and then score at least 300 of the 400 Total Points available in Section 5.

Section 2: Applicant’s General Information (Not Scored).

A. Firm Information:

Type of Firm (Please Check One): ☐Corporation ☐LLC ☐Partnership ☐Sole

Mehdi Ghabadi
Prop

Mehdi Ghabadi RMO/CEO
Authorized Agent Name and Title

21-221 Grammer
Address

Irving, CA 92612
City, State, Zip

City of Inglewood – Renovation of the Morningside Park Library RFB-0158
Authorized Agent Signature

KGA1X5I6 @GMAIL.COM

E-mail address

46-5595275

Federal Tax Identification Number

Phone

818-402-2077

Fax

9-14-2014

Date Business Formed

1. Please list your license information:

License Number: 997139
License Class: B & C-10
License Expiration Date: 9-30-2024

If any of your firm’s license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.

2. Has your firm changed names or license number in the past five years?

☐ Yes ☐ No

If “yes,” explain on a separate signed page, including the reason for the change.

3. Company Information: Use the section below that is applicable to you:

a. For Firms that are a Corporation:

i. Date incorporated: 9-14-2014 Under the laws of what state: CA.

ii. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten percent (10%) of the corporation’s stock.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Years with Co.</th>
<th>% Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mehran Ghobadi</td>
<td>RMO/CFO</td>
<td>9 years</td>
<td>15%</td>
</tr>
<tr>
<td>Kasma Ghobadi</td>
<td>CEO</td>
<td>9 years</td>
<td>85%</td>
</tr>
</tbody>
</table>
iii. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five (5) years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock, if the business is a corporation.

<table>
<thead>
<tr>
<th>Person's Name</th>
<th>Construction Firm</th>
<th>Dates of Person's Participation with Firm</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

b. For Firms That Are Partnerships:

i. Date of formation: ___________ Under the laws of what state: ___________

ii. Provide all the following information for each partner who owns ten percent (10%) or more of the firm.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Years with Co.</th>
<th>% Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

iii. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five (5) years.
NOTE: For this question, "owner" and "partner" refer to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock, if the business is a corporation.

<table>
<thead>
<tr>
<th>Person's Name</th>
<th>Construction Firm</th>
<th>Dates of Person's Participation with Firm</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**c. For Firms That Are A Limited Liability Company:**

i. Date of formation: __________ Under the laws of what state: __________

ii. Provide all the following information for each member who owns ten percent (10%) or more of the firm.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Years with Co.</th>
<th>% Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

iii. Identify every construction company that any member has been associated with (as member, owner, general partner, limited partner or officer) at any time during the last five (5) years.

NOTE: For this question, "owner" and "partner" refer to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock, if the business is a corporation.

<table>
<thead>
<tr>
<th>Person's Name</th>
<th>Construction Firm</th>
<th>Dates of Person's Participation with Firm</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
For Firms That Are Sole Proprietorships:

i. Date of commencement of business: ____________________________
   Social security number of company owner: ________________________

ii. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five (5) years. NOTE: For this question, “owner” and “partner” refer to ownership of ten percent (10%) or more of the business, or ten per cent or more of its stock, if the business is a corporation.

<table>
<thead>
<tr>
<th>Person's Name</th>
<th>Construction Company</th>
<th>Dates of Person's Participation with Firm</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For Firms That Are a Joint Venture:

i. Date of commencement of joint venture: ________________

ii. Provide all of the following information for each firm that is a member of the joint venture that expects to bid:

<table>
<thead>
<tr>
<th>Name of firm</th>
<th>% Ownership of Joint Venture</th>
</tr>
</thead>
</table>
iii. Has there been any change in ownership of the firm at any time during the last five (5) years?

**NOTE:** A corporation whose shares are publicly traded is not required to answer this question.

☐ Yes    ☐ No

If "yes," explain on a separate signed page.

4. Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?

**NOTE:** Include information about other firms if one firm owns fifty percent (50%) or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.

☐ Yes    ☐ No

If "yes," explain on a separate signed page.

5. Are any corporate officers, partners or owners connected to any other construction firms?

**NOTE:** Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.

☐ Yes    ☐ No

If "yes," explain on a separate signed page.
6. Has any owner, partner or (for corporations) officer of your firm operated or been connected to a construction firm under any other name in the last five (5) years?

☐ Yes  ☑ No

If “yes,” explain on a separate signed page.

7. Has your firm changed names or license number in the past five (5) years?

☐ Yes  ☑ No

(If yes, explain on a separate sheet)

8. At any time during the past five (5) years, has your firm shared office space, warehouse space, yard, plant or shop facilities, staff, equipment, telecommunications or other assets with any other construction firm? (If yes, identify and explain below.)

<table>
<thead>
<tr>
<th>Construction Firm</th>
<th>Description of Sharing Agreement</th>
<th>Location of Facilities</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

9. Provide the name, address and telephone number of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to employ on any public works project awarded by City.

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>SCA, IBEN-NEC</td>
<td>100 CARSON ST. SUITE 200</td>
<td>223-212-5861</td>
</tr>
<tr>
<td></td>
<td>PASADENA CA, 91103</td>
<td></td>
</tr>
</tbody>
</table>

10. Provide the name, address and telephone number of the apprenticeship program (approved by the California Apprenticeship Council) from whom you have requested and/or employed apprentices in the past three years.
11. If your firm operates its own State-approved apprenticeship program:
   (a) Identify the craft or crafts in which your firm provided apprenticeship training in
       the past year;
   (b) State the year in which each such apprenticeship program was approved and
       attach evidence of the most recent California Apprenticeship Council
       approval(s);
   (c) For each craft, list the number of apprentices employed by your firm and the
       number of individuals that completed apprenticeships while employed by your
       firm during the last three years.

<table>
<thead>
<tr>
<th>Craft</th>
<th>Year</th>
<th>No. Apprentices</th>
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<tbody>
<tr>
<td>Electrical</td>
<td>2022</td>
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<td>1</td>
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</tbody>
</table>

Section 3: Essential Requirements for Qualification (Pass/Fail)

***You must respond to all of the following questions***

The Applicant will be IMMEDIATELY DISQUALIFIED if the answer is "No" to ANY of
Questions 1 through 10.

1. Contractor possesses a valid and current California Contractor's license that would allow it to
   build the Project.
   ☐ Yes  ☐ No

2. Contractor will meet the following Insurance Requirements and shall obtain same for the benefit
   of the City as follows:
a. **Commercial General Liability**: a Commercial General Liability policy ("CGL"): on 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.

b. **Automobile Liability**: an automobile insurance liability policy on Insurance Services Office Form CA 0001 Code 1 (any auto), with limits no less than $2,000,000 per accident for bodily injury and property damage.

c. **Additional Insured**: The City of Inglewood, and its officials, officers, employees, agents and volunteers, shall be named as additional insureds under the policy of insurance by Contractor, and Contractor agrees that it has a separate and independent obligation to verify the City, and other persons/entities identified above are named as additional insureds whenever Contractor performs work for the City; and

d. **Certificate of, and Endorsement to, required Insurance Policies**: Contractor shall obtain a Certificate of Insurance from Broker, and an Endorsement to the policies of insurance from the respective Insurance Companies, required for this Project setting forth the respective policy limits of each insurance policy on which the City, its officials, officers, employees, agents and volunteers are to be named as additional insureds and provide the Certificates and Endorsements to the City before starting any services following the award of the contract for the Project. The failure to provide the Certificates and/or Endorsements containing this information to the City shall not constitute a waiver of the requirement of the Contractor to obtain the specific insurance called for on the Project. The insurance policies shall also contain provisions which provide that Contractor's insurance policies are primary coverage and shall be applied both before any City held insurance policy, and that the insurer shall not request or call upon the City for any contribution in the settlement of any claim arising from the Contractor's work for the City or use of City facilities or premises.

e. **Waiver of Subrogation**: Contractor agrees that in the event of loss due to any perils for which it has agreed to provide Commercial General and Automobile Liability insurance, Contractor shall look solely to its insurance carrier(s) for recovery and grants a waiver of any right to subrogation which any such insurer of Contractor may acquire against the City by virtue of payments of any loss under this insurance.

☑ Yes  ☐ No

3. Is it true that no Officer or Director of Contractor has ever filed for bankruptcy or been forced into bankruptcy by his or her creditors?

☑ Yes  ☐ No
4. Contractor has a current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.
☐ Yes  ☐ No  ☐ Contractor is exempt from this requirement, because it has no employees.

5. Contractor has attached a notarized statement from an admitted surety insurer, approved by the California Department of Insurance and authorized to issue bonds in the State of California, which states name of surety agent, address and telephone number and that your current per project bonding capacity is sufficient for this Project for which you seek pre-qualification.
☐ Yes  ☐ No

NOTE: Notarized statement must be from the surety company, not an agent or broker.

6. Contractor has attached a notarized statement from an admitted surety insurer, approved by the California Department of Insurance and authorized to issue bonds in the State of California, which states name of surety agent, address, and telephone number and that your aggregate bonding capacity limit will not be exceeded if you are awarded a contract for this Project.
☐ Yes  ☐ No

NOTE: Notarized statement must be from the surety company and not an agent or broker.

7. Is the Contractor’s Intrastate EMR (for California ONLY), for the most recent premium year, 1.24 or lower?
☐ Yes  ☐ No

Provide a letter from your surety validating your Intrastate EMR for California, for the most recent premium year. The letter from the surety must reference Applicant’s Worker’s Compensation Insurance Rating Bureau (“WCIRB”) identification number. All EMRs will be verified using this number.

8. The Contractor acknowledges that Labor Code § 1725.5 states, in pertinent part that: “A contractor shall be registered pursuant to this section to be qualified to bid/propose on, be listed in a bid/proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter.”; and that the Contractor is or will be so registered with the Department of Industrial Relations at the time the Contractor submits its bid/proposal for the Project that is the subject of this procurement.
☐ Yes  ☐ No

9. The Contractor acknowledges that Labor Code §§ 1725.5 and 1771.1(a) states, in pertinent part that: “A contractor or subcontractor shall not be qualified to bid/propose on, be listed in a
03/30/2023

RE: KG AXIS, Inc.
Bondability Letter

HCC Surety Group is a leading provider of surety bonds; comprised of American Contractors Indemnity Company, U.S. Specialty Insurance Company and United States Surety Company, is a subsidiary of HCC Insurance Holdings, Inc. (NYSE symbol: HCC), an international insurance holding company and a leading specialty insurance group since 1974. Based in Houston, Texas, HCC Insurance Holdings, Inc. has offices across the United States and in Bermuda, England and Spain. HCC Insurance Holdings, Inc. has assets of more than $6 billion, shareholders' equity of over $1.4 billion and is rated AA (Very Strong) by Standard & Poor's and A+ (Superior) by A.M. Best Company.

KG AXIS, Inc. is a highly valued surety client of HCC Surety Group. We understand that you are considering them for future projects. Although we have not set a maximum single bond limit, we currently consider them for Payment and Performance Bonds in $3,000,000 single and $6,000,000 aggregate range.

Please be advised that execution of all final bonds is subject to review and acceptance of the final contract terms, conditions, and financing by our client and HCC Surety Group at the time of each request. This letter does not guarantee the execution of any final bonds. The information contained herein is furnished as a matter of courtesy for your confidential use and is merely an expression of opinion as of the date of this letter. If you have any questions, please do not hesitate to contact me directly.

Preferred Bonding Insurance Services
3455 Ocean View Blvd.,#200 Glendale, CA 91208
Phone (323)663-7814      Fax (323)663-7834

Best regards,
HCC Surety Group

Pietro M. Micciche,
Attorney-in-Fact
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 Los Angeles

On [Date] before me, Angel Nunez, Notary Public
personally appeared Pietro Micoche
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

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

Capacity(ies) Claimed by Signer(s)
Signer’s Name:
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☑ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

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

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6627) Item #5907
KG AXIS INC.
21 GRAMERCY AVE UNIT 221
IRVINE CA 92612

Date: 8/11/2022
Policy #: 72WECZH8821
Policy Dates 3/01/2022 To 3/01/2023
Company: HARTFORD INSURANCE CO.

To Whom It May Concern;

This is to confirm that KG Axis Inc. has continuous workers compensation policy through The Hartford Fire Insurance Company, with Policy #72WECZH8821 since 03/01/2016 without any claims.

Regards,

Ira Morifi

4523 Van Nys Blvd., Suite 200, Sherman Oaks, CA 91403 • P.O. Box 5508, Sherman Oaks, CA 91413
8/16/2022

Regina Madison
Green Spaces Preservation, LLC
3217 W. 73rd St., Apt 2
Los Angeles, CA 90043

RE: Eligibility for Experience Rating
   Insured: Green Spaces Preservation, LLC
   Policy Number: 92667652021
   Effective Dates: 12/14/2021 - 12/14/2022
   Bureau File Number: 9-88-25-42

Dear Ms. Madison,

Whether or not your company is eligible for experience rating is determined by a number of factors. To determine eligibility, your payroll developed during the experience period is totaled by classification code. These totals are multiplied by the expected loss rate that applies as of the effective date of the experience modification. The sum of these calculations must equal or exceed the minimum threshold. As of September 1, 2022 the qualifying threshold is $9,200. Due to insufficient expected losses Green Spaces Preservation, LLC does not qualify for experience rating for 2022. In addition, Green Spaces Preservation, LLC did not qualify for experience rating for 2020 and 2021.

Additional information on how a business qualifies for experience rating can be found in the Guide to Workers’ Compensation Insurance at www.wcrgb.com.

Sincerely,

Matt Kaku
Contact Center
Risk Summary Report
Bureau Number: 9-48-51-38
Date Created: August 16, 2022

Risk's Primary Name and Mailing Address:
KG AXIS INC.
21 GRAMERCY UNIT 221
IRVINE, CA 92612

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Classification developing the most payroll during current Experience Period

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WCIRB Assigned Classification(s):

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<tr>
<td></td>
<td></td>
<td></td>
<td>WCIRB has not assigned any class code to this risk.</td>
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Additional Names on current policies

<table>
<thead>
<tr>
<th>KG AXIS INC.</th>
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<tr>
<td>KG AXIS, INC</td>
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</table>

Workers' Compensation Insurance Rating Bureau of California®
bid/proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5."; and that the Contractor will not list any subcontractors in its bids/proposals for the Project that is the subject of this procurement unless such subcontractors are registered with the Department of Industrial Relations.
☐ Yes ☐ No

10. Have you attached your firm's latest copy of reviewed or audited financial statements with accompanying notes and supplemental information?
☐ Yes ☐ No

NOTE: Financial statements that are not either reviewed or audited are not acceptable. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statements.

The applicant will be IMMEDIATELY DISQUALIFIED if the answer to ANY of questions 11 through 20 is "Yes." If the answer to question 13 and/or 14 is "Yes," and if the ineligibility and/or debarment periods is/are over at the time of SOQ submission, this will not automatically disqualify an Applicant from submitting for pre-qualification status. If the answer to question 19 is "Yes", and depending on the additional information provided by Applicant, this will not automatically disqualify an Applicant from submitting for pre-qualification.

11. Has your contractor's license or professional license been revoked at any time in the last five (5) years?
☐ Yes ☐ No

12. Has a surety firm completed a contract on Contractor's behalf, or paid for completion because Contractor was defaulted and/or terminated by a project owner within the last five (5) years?
☐ Yes ☐ No

13. Has Contractor's firm, its officers, supervisors, managers and/or any firm or individual identified above in Section 2, except question 9. in Section 2 above, ever been ineligible to bid on or be awarded a public works contracts, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?

If yes, check only one box below
☐ Yes ☐ No ☐ Yes (but periods are over)
If the answer is "Yes (but periods are over)," state the beginning and ending dates of the
ineligibility period.

(Use additional pages if needed.)

14. Has Contractor’s firm ever been debarred by any governmental entity for any reason? If yes,
   check only one box below:
   □ Yes   □ No

   If the answer is "Yes (but periods are over)," state the beginning and ending dates of the
   ineligibility period.

(Use additional pages if needed.)

15. At any time during the last five (5) years, has the Contractor, and/or any of its owners, officers,
    supervisors, managers, directors, or any firm or individual identified above in Section 2, except
    question 9. in Section 2 above, been convicted of a crime involving the awarding of a contract
    of a government construction project, or the bidding, or performance of a government contract?
    □ Yes   □ No

16. In the last five (5) years, have any assets of the Contractor been frozen and/or attached by any
    governmental entity?
    □ Yes   □ No

17. Is your firm currently the debtor in a bankruptcy case? (If yes, attach a copy of the
    bankruptcy petition showing the case number and date on which the petition was
    filed.)
    □ Yes   □ No

18. Does your firm, any of its officers, supervisors, managers, or any firm or individual
    identified above in Section 2, except question 9. in Section 2 above, have any
    delinquent liability to an employee, the state, or any awarding body for any
    assessment of back wages or related damages, interest, fines or penalties pursuant
    to any final judgment, order, or determination by any court or any federal, state, or
    local administrative agency, including a confirmed arbitration award?
    □ Yes   □ No
19. Has your firm, any of its officers, supervisors, managers, or any firm or individual identified above in Section 2, except question 9, in Section 2 above, ever been terminated from a public works contract, including but not limited to termination based on any misconduct, such as failure to comply with contractual, statutory, or other legal obligations from any public construction project?
☐ Yes ☐ No

If the answer is "Yes," please indicate whether the termination(s) was for cause or convenience, the circumstances leading up to the termination(s), as well as the name and contact information of the public construction project(s) owner(s).

(Use additional pages if needed.)

20. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five (5) years?
☐ Yes ☐ No

Section 4: General Qualification (Scored).

Scoring: There are a maximum of 150 points available for this Section 4. To pass this General Qualification Section, an Applicant must score a minimum of 115 points. A score of less than 115 points means that the Applicant has failed this Section, does not pre-qualify, and may not proceed to Section 5. All questions must be answered.

1. History of The Business; Organizational Structure; And Performance

   a. Provide three (3) years of most recent audited or reviewed financial statements including balance sheet and income statement. Financials are to be submitted as a separate file/document.

   NOTE: The audited or reviewed financial statements must be submitted as part of the pre-qualification process.
b. How many years has your organization been in business in California as a contractor under your present business name and license number? 9 Years

<table>
<thead>
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<th>Points</th>
<th>3 Years or Less = 2 Points; 4 Years = 3 Points; 5 Years = 4 Points; 6 Years or More = 5 Points</th>
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<th>Points</th>
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C. Was your firm in bankruptcy at any time during the last five (5) years?

☐ Yes ☒ No

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<th>Points</th>
<th>Yes = 0 Points; No = 4 Points</th>
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NOTE: “was associated” or “associated with” refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to any of the following questions on this form:

d. In the last five (5) years has your firm, any of its officers, supervisors, or managers, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed, been declared not responsible, or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

☐ Yes ☒ No

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<tr>
<th>Points</th>
<th>Yes = 0 Points; No = 5 Points</th>
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e. In the last five (5) years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

☐ Yes ☒ No

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<th>Points</th>
<th>Yes = 0 Points; No = 5 Points</th>
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f. At any time in the last five (5) years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?

If so, how much was paid out? $____________________

☐ Yes ☒ No

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<thead>
<tr>
<th>Points</th>
<th>Yes (More than $50,000) = 0 Points; Yes (Less than $50,000) = 2 Points; No = 5 Points</th>
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<th>Points</th>
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g. In the past ten (10) years has any litigation or claim been filed against the Contractor? If so, how many claims?

☐ Yes  ☑ No

Yes (More than 1 claim) = 0 Points; Yes (1 claim only) = 2 Points; No = 5 Points

Points

(For Office Use Only)

h. At any time during the past five (5) years, has any surety or insurance company made any payments on your firm’s behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm’s behalf, in connection with a construction project, either public or private?

☐ Yes  ☑ No

Yes (More than 2 claims) = -0 Points; Yes (Less than 2 claims) = 2 Points; No = 5 Points

Points

(For Office Use Only)

i. In the last five (5) years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

If so, how many instances:

☐ Yes  ☑ No

Yes (More than 2 instances) = 0 Points; Yes (1-2 instances) = 2 Points; No = 5 Points

Points

(For Office Use Only)

j. Has your firm or any of its owners, officers, supervisors, managers, or partners ever been found to have made a false claim or material misrepresentation to any public agency or entity?

☐ Yes  ☑ No

Yes = 0 Points; No = 5 Points

Points

(For Office Use Only)

k. Has your firm or any of its owners, officers, supervisors, managers, or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

☐ Yes  ☑ No

Yes = 0 Points; No = 5 Points

Points

(For Office Use Only)
l. Has your firm or any of its owners, officers, supervisors, managers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

☐ Yes ☐ No

Yes = -0 Points; No = 5 Points

m. How many times in the past five (5) years has your firm or any of its owners, officers, supervisors, managers or partners ever been a party to in any civil litigation or administrative proceeding alleging violation of federal or state crime of fraud, theft, or any other act of dishonesty?

☐ Yes _____ ☐ No

Yes (More than 1 Instance) = 0 Points; Yes (1 Instance only) = 2 Points; No = 5 Points

n. How many times in the past five (5) years has your firm or any of its owners, officers, supervisors, managers or partners ever been a party to in any civil litigation or administrative proceeding alleging violation by a subcontractor hired by your firm of a federal or state crime of fraud, theft, or any other act of dishonesty?

☐ Yes _____ ☐ No

Yes (More than 1 Instance) = 0 Points; Yes (1 instance only) = 2 Points; No = 5 Points

o. How many times in the past five (5) years has your firm, or any of its officers, supervisors, or managers, paid any amount, fine or otherwise, regardless of characterization, to settle any of the allegations listed in Questions l. m. and n. above, whether with or without an admission of responsibility or liability?

☐ Yes _____ ☐ No

Yes (More than 1 Instance) = 0 Points; Yes (1 instance only) = 2 Points; No = 5 Points

p. If your firm was required to pay a premium of more than one percent (1%) for a performance and payment bond on any project(s) on which your firm worked at any time during the last three (3) years, state the percentage that your firm was required to pay.

Percentage paid if more than 1%: 1.7%.

You may provide an explanation for a percentage rate higher than one percent (1%), if you wish to do so. Use and attach a separate page to do so, if needed.

More than 1.10% = 0 Points; 1.10 or less = 3 Points; 1% or less = 5 Points

City of Inglewood – Renovation of the Morningside Park Library RFB-0158
q. List all other sureties (name and full address) that have written bonds for your firm during the last five (5) years, including the dates during which each wrote the bonds:

PREFERRED BONDING

Name of Surety Agent

3455 Ocean View Blvd, Suite 200

Address

Glendale, CA 91208

City, State, Zip

323-663-7814

Phone

Use additional pages if needed.

Information and Letter Not Provided = 0 Points; Information and Letter Provided = 5 Points

r. During the last five (5) years, has your firm ever been denied bond coverage by a surety company, or has there even been a period of time when your firm had no surety bond in place during a public construction project when one was required?

☐ Yes ☐ No

Yes = 0 Points; No = 5 Points

s. Provide the following information:

i. Average annual work volume per year for the past five (5) fiscal/annual years:

$1.4 Mil

ii. Total bonding capacity: $6,000,000

iii. Bonding capacity presently encumbered: $1.6 Mil

iv. Bonding capacity available and remaining at time of submission: $3,000,000

City of Inglewood – Renovation of the Morningside Park Library RFB-0158
2. **Compliance With Occupational Safety And Health Laws.**

   a. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

   Number of times per week: **ONCE**

   + Less than once per week = 0 Points; Once per week or more = 3 Points

   + **Points**

   **b.** Within the last five (5) years has there ever been a period when your firm had employees but was without workers’ compensation insurance or state approved self-insurance?

   - [ ] Yes   [ ] No

   If yes, was it more than once?

   - [ ] Yes   [ ] No

   State your firm’s gross revenues for each of the last three (3) years:

   2019 $ 1.1 M

   2020 $ 1.1 M

   2021 $ 1.3 M

   Yes (to either part) = 0 Points; No (to both questions) = 5 Points

   **Points**

   NOTE: The following questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about “pass-through” disputes in which the actual dispute is between a sub-contractor and a project owner. Also, you may omit reference to all disputes about amounts of less than $50,000.

   **c.** In the past five (5) years has any claim against your firm concerning your firm’s work on a construction project been filed in court or arbitration?

   If so, how many times?

   - [ ] Yes   [ ] No

   + Yes (More than 2 instances) = 0 Points; Yes (2 instances) = 3 Points; Yes (1 instance) = 5 Points No = 5 Points

   Points

   **City of Inglewood – Renovation of the Morningside Park Library RFB-0158**
d. In the past five (5) years has your firm made any claim against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration? If so, how many claims?
   ☐ Yes  ☐ No

   Yes (More than 2 instances) = 0 Points; Yes (2 instances) = 3 Points; Yes (1 instance) = 5 Points No = 5 Points
   Points

   (For Office Use Only)


e. In the past five (5) years has your firm made any claim ("claim" as defined in the General Conditions of the Construction Contract) against the City of Inglewood concerning work on a project or payment for a contract? If so, how many instances?

   If so, how many claims? ________________________________
   ☐ Yes  ☐ No

   Yes (More than 2 instances) = 0 Points; Yes (2 instances) = 3 Points; Yes (1 instance) = 5 Points No = 5 Points
   Points

   (For Office Use Only)


f. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five (5) years? NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

   If so, how many times? ________________________________
   ☐ Yes  ☐ No

   Yes (More than 2 instances) = 0 Points; Yes (2 instances) = 3 Points; Yes (1 instance) = 5 Points No = 5 Points
   Points

   (For Office Use Only)


g. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five (5) years? NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

   If so, how many times? ________________________________
   ☐ Yes  ☐ No

   Yes (More than 2 instances) = 0 Points; Yes (2 instances) = 3 Points; Yes (1 instance) = 5 Points No = 5 Points
   Points

   (For Office Use Only)


h. Has the EPA or any Air Quality Management City or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five (5) years? If so, how many times? NOTE: If you
have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.
If so, how many times? ____________________________
☐ Yes ☐ No

Points
Yes (More than 2 instances) = 0 Points; Yes (2 instances) = 3 Points; Yes (1 instance) = 5 Points No = 5 Points
(For Office Use Only)

i. Has there been more than one occasion during the last five (5) years in which your firm was required to pay either back wages or penalties for your own firm’s failure to comply with the state’s prevailing wage laws? NOTE: This question refers only to your own firm’s violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.
If so, how many times? ____________________________
☐ Yes ☐ No

Points
Yes (More than 2 instances) = 0 Points; Yes (2 instances) = 3 Points; Yes (1 instance) = 5 Points No = 5 Points
(For Office Use Only)

J. Has there been more than one occasion during the last five (5) years in which your firm or any subcontractors hired by your firm was required to pay either back wages or penalties for your subcontractor’s failure to comply with the state’s prevailing wage laws
If so, how many times? ____________________________
☐ Yes ☐ No

Points
Yes (More than 2 instances) = 0 Points; Yes (2 instances) = 3 Points; Yes (1 instance) = 5 Points No = 5 Points
(For Office Use Only)

k. Has there been more than one occasion during the last five (5) years in which your firm was required to pay any penalties related to any provision of the California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works projects, including Labor Code sections 1777.5 and 1777.7? NOTE: This question refers only to your own firm paying any penalties, not to your firm’s subcontractor(s) paying any penalties.
If so, how many times? ____________________________
☐ Yes ☐ No

Points
Yes (More than 2 instances) = 0 Points; Yes (2 instances) = 3 Points; Yes (1 instance) = 5 Points No = 5 Points
(For Office Use Only)

City of Inglewood – Renovation of the Morningside Park Library RFB-0158
1. Has there been more than one occasion during the last five (5) years in which any subcontractor hired by your firm was required to pay any penalties related to any provision of the California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works projects, including Labor Code sections 1777.5 and 1777.7?

If so, how many times? ____________________________

☐ Yes  ☑ No

Yes (More than 2 instances) = 0 Points; Yes (2 instances) = 3 Points; Yes (1 instance) = 5 Points  No = 5 Points

Points ____________________________

(For Office Use Only)

Section 5: Project Specific Qualification (Scored).

1. Scoring And Format:

a. Maximum score available in this section 5 is 400 points.

b. To respond to the questions in this section 5, you must also use separate pages and include and submit them with your Pre-Qualification Questionnaire as stated in the Notice to Contractors Calling for Pre-Qualification Applications.

c. You must, however, respond to each individual question and all parts thereof as set forth in this document.

d. On the separate pages you submit, insert on those pages: “Section 5, (and insert other identifying information)” so that your answers and/or data submitted are coordinated with the question numbers below. For example, “2. a.” below states: “Describe your approach for managing the subject Project.” You will need to use a page or pages to respond. So
on the page(s) you use to respond, at the top of the page(s) insert “Section 5, Question 2 a.”

e. To receive Pre-Qualification Status for this Project, you must score a Minimum of 300 points in this Section.

2. **Project Approach:**
   a. Describe your approach for managing the subject Project.
   b. Describe your firm’s culture and its influence on your project management approach specifically regarding the following:
      i. your firm’s philosophy regarding collaboration with a project owner:
      ii. the project owner’s construction/project management team;
      iii. the project owner’s architects and engineers and project inspectors; and
      iv. how your team works to resolve issues and unforeseen events and/or conditions as they arise while reducing impact to the Owner.

      Provide a brief narrative, including date(s) of completion, regarding three projects similar to the instant Project completed by your firm, and related project references, wherein these approaches were applied.

c. Describe your experience and approach to pre-construction, submittal, and layout phase coordination.

d. Describe your approach to your management of staff, manpower allocation during construction, management of subcontractors, coordination procedures, etc.

e. Describe your experience and approach to working on a project site.

f. Describe your firm’s approach for maintaining a condensed construction schedule amid COVID-19 challenges.

g. Describe three perceived issues specific to the Project that your firm would address in its safety plan (1-page limit).

| "0" to "130" points will be awarded depending on the completeness of the Applicant’s answer and information submitted in response to this question. | (Office Use only: Points Received) |

3. **Firm Experience/Past Performance (Best Three Substantially Similar Projects).**
   a. Describe your past experiences with at least four (4) projects substantially similar to the
Project described in the Pre-Qualification Documents for this procurement within the last ten (10) years. The projects shall be similar in scope and complexity to the Project that is the subject of this procurement. Provide the following information, at a minimum, for each project listed:

- project name and location;
- year of project completion;
- description of project and scope of work performed, including:
  - the project size;
  - original contract price;
  - final contract price (including change orders);
  - original construction schedule and performance schedule at time of award; and
  - also include the safety plan for the projects.
- Owner's or Owner's Representative contact name and phone number;
- Original Scheduled Final Completion Date;
- Revised Final Completion Date established per mutually executed Change Order; and
- Actual Final Completion Date.

In order to maximize points, the projects listed by Applicant should possess the following characteristics, presented here in order of priority:

- Public Works projects involving condensed construction schedule(s); and
- Regarding the above, specifically renovation projects similar to the instant Project.

"0" to "120" points will be awarded depending on the completeness of the Applicant's answer and information submitted in response to this question. If you list more than 4 projects, you will not receive more than 120 points. (Office Use only: Points Received)

4. KEY PERSONNEL

a. Identify the following Key Persons for the Project that is the subject of this Call for Pre-Qualification Applications; and also provide your complete proposed staffing plan/matrix for the Project that is the subject of this Call for Pre-Qualification Applications.

NOTE: The staffing matrix provided by Applicant in its Pre-Qualification Application will be integrated into the final Contract for the Project if the Applicant achieves Pre-Qualification status via this instant Call for Pre-Qualification Applications and is subsequently awarded the

City of Inglewood – Renovation of the Morningside Park Library RFB-0158

128
Project Approach

1- We assign a project manager, with a schedule for how to proceed.
2- We will be responsive to the owner; we think doing a project is teamwork between the owner and all the subcontractors.
3- The project construction manager, owner, and us are all part of a team to finish the project.
4- The Architect is the main source to clarify all questions via RFI and the inspector is also part of the team.
5- We will resolve the unforeseen conditions with RFI only.

Project#1

We are currently involved in finishing a project which started last year with Centinela Valley High School District to construct 30 offices in a warehouse with new lighting, HVAC, Data, Plumbing reinforcement of Ceilings, T-Bar, and painting.

Construction Manager from Telacu OAR Kevin Flores. 714-824-9747

Total project $1,600,000 started 2021 Finish 2022

Project#2

Demolition of Bungalows 80-85 with Valley Los Angeles Community College involving demo of 5 buildings, asphalt, and landscaping. Started 6-1-22 and finished 12-1-22. Value $532,000

Construction Project Manager Nicolas Haddad OAR 323-377-4965

Project#3

Lindstrom E.S Kitchen Upgrade with Bellflower unified school district. Involving, new walls, plumbing, electrical lighting, Data, FRP, and HVAC. Started Sep. 2020 and finished march of 2021

Construction Manager Dan Buffington OAR 562-244-0926 Value $590,000

Project #4


Construction Manager Yu-Ngok OAR 310-980-8981 Value $453,000

C) On the above project, we had pre-construction meetings with the owner to ensure our bidding was correct and not missing areas.

D) With a qualified superintendent we allocate enough manpower to proceed with the project.

E) We make sure Safety is first and require all trades to conduct weekly safety meetings weekly.
F) Every morning before the start of work we get the temperature of all crews and anyone with a fever goes home to prevent others from catching COVID.

G) Safety has always been the priority in all our projects, i.e. wearing PPE safety covering. Standard Ladder issues, Parapet safety, and Height safety. We will have our specific IIPP once we get the project.

to discuss the laydown area, hours of work, and Safety protocols. Also, we had a meeting with our sub-contractors to schedule and inform them of the owners' objectives to spread out the project construction amid Covid-19.

Key Personnel:

Supper Intendent Mark Gonzales has 20 years of experience in construction.

Project Manager Kasra Ghabadi has 10 years of experience in construction

Project Engineer Mehdi Ghabadi has 20 years of experience in construction

Mehdi Ghabadi
KG Axis Inc.
818-402-2077
Attachment No. 5
CERTIFICATE OF LIABILITY INSURANCE

PRODUCER
Arauco Business Insurance Agency, Inc.
740 E. Glenlyn Drive
Azusa, CA 91702
Tel: (626) 465-6550/ Fax: (626) 548-2007
Email: abiaservicecenter@gmail.com

INSCRIBER
KG Axis, Inc.
21-221 Gramercy Avenue
Irvine, CA 92612
CSLB #: 997139

INSURERS AFFORDING COVERAGE
INSCRIBER A: Scottsdale Insurance Company (A+, XV)
INSCRIBER B: Allstate Insurance Company (A+, XV)
INSCRIBER C:
INSCRIBER D:
INSCRIBER E:

NAIC #
41287
19232

COVERAGE

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<tr>
<th>INSURED/LTR INSCRIBER</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YYYY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YYYY)</th>
<th>LIMITS</th>
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<td>COMBINED SINGLE LIMIT (Es accident) $1,000,000</td>
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<td>01/17/2024</td>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Policy subject to underwriting and policy guidelines, information verification, underwriting investigation, review and acceptance. The City of Inglewood, and its Officials, Officers, Employees, agents, and Volunteers are Named as Additional Insured per endorsement CG2010 12 19 (attached) as it relates to insureds specific operations. Blanket Waiver of Subrogation and Blanket Primary and Non Contributory wording are included when contractually obligated in writing. 30 Day Notice of Cancellation applies for on GL Policy for named additional insureds except for 10 day for non payment of premium. *Vehicle Insurance Business Enhancement endorsement includes Blanket Additional Insured wording, Waiver of Subrogation & Primary & Non Contributory endorsement. * EXCESS Liability Policy Increases General Liability and Vehicle Liability Limits by $2 Million

CERTIFICATE HOLDER

City of Inglewood
1 W. Manchester Blvd.
Inglewood, CA 90301
IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s)</th>
<th>Location(s) Of Covered Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>THE CITY OF INGLEWOOD, AND ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS</td>
<td></td>
</tr>
</tbody>
</table>
| 1 MANCHESTER BLVD. 
| INGLEWOOD, CA 90301 | VARIOUS |

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", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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 additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. 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
2. 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:

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.

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.

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
POLLOUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLOUTION 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 WITH WHOM THE INSURED HAS AGREED TO WAIVE RIGHTS OF RECOVERY, PROVIDED SUCH AGREEMENT IS MADE IN WRITING AND PRIOR TO THE LOSS. UNITED STATES

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.
EVIDENCE OF PROPERTY INSURANCE

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE OF PROPERTY INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

AGENCY: Araujo Business Insurance Agency, Inc.
740 E. Glenlyn Drive
Azusa, CA 91702
CA License #: 0143638

PHONE: 626-485-6550
FAX: (626) 548-2007
E-MAIL: abiaservicescenter@gmail.com

COMPANY: Great American Insurance Company
10400 Wilshire Blvd
Los Angeles, CA 90024

c/o Builders and Tradesmen Insurance Services Inc

LOAN NUMBER: POLICY NUMBER: IMPE68662-00

EFFECTIVE DATE: EXPIRATION DATE: 05/01/2023 05/01/2024

CONTINUED UNTIL: TERMINATED IF CHECKED

THIS REPLACES PRIOR EVIDENCE DATED: 05/02/2023

PROPERTY INFORMATION

LOCATION/DESCRIPTION: 3202 W. 85th Street Inglewood, CA 90305 - Morningside Library - City of Inglewood

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

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<td>$1,000</td>
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<td>Temporary Storage:</td>
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<td>Property In Transit:</td>
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<td>Soft Coats:</td>
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<td>Contract Damages for Delay:</td>
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<tr>
<td>* See policy for many other coverages</td>
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</table>

REMARKS (Including Special Conditions)

Policy is subject to underwriting review and confirmation of provided information and acceptance of coverage. Certificates of Insurance and Evidence of insurance are only summaries of coverage and do not describe all policy coverage, terms, conditions, enhancements, limitations or exclusions. The Policy as issued by the insurance company is the authority of coverage. All interest parties may request copies at any time.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL XX DAYS WRITTEN NOTICE TO THE ADDITIONAL INTEREST NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

ADDITIONAL INTEREST

NAME AND ADDRESS: City of Inglewood
1 W. Manchester Blvd.
Inglewood, CA 90301

MORTGAGEE ADDITIONAL INSURED

XX LOSS PAYEE LOAN #

AUTHORIZED REPRESENTATIVE: [Signature]

ACORD 27 (2006/07)

© ACORD CORPORATION 1993-2006. All rights reserved.

The ACORD name and logo are registered marks of ACORD.
THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.
COMMON POLICY CHANGE ENDORSEMENT

Endorsement No. 005

Allstate Insurance Company

Effective Date: 05-18-23
12:01 A.M., Standard Time

Named Insured KG AXIS, INC.

Agent Name LASTING LEGACY LLC

This endorsement will not be used to decrease coverages, increase rates or deductibles or alter any terms or conditions of coverage unless at the sole request of the insured.

COVERAGE PART INFORMATION — Coverage parts affected by this change as indicated by [X] below.

[X] COMMERCIAL AUTOMOBILE

NO CHARGE

The following item(s):

Insured's Name
Policy Number
Effective/Expiration Date
Payment Plan
Additional Interested Parties
Limits/Exposures
Covered Property/Location Description
Rates
Insured's Mailing Address
Company
Insured's Legal Status/Business of Insured
Premium Determination
Coverage Forms and Endorsements
Deductibles
Classification/Class Codes
Underlying Exposure/Insurance

is (are) changed to read {See Additional Page(s)}

THE POLICY IS AMENDED AS FOLLOWS:
ADD PNC

THE FOLLOWING FORM(S) HAS BEEN ADDED:
AA CW 12 12-21 VEHICLE SHARING EXCLUSION
XA CW 93 12-21 VOLUNTARY PROVIDER NETWORKS

This premium does not include taxes and surcharges.

[X] No Changes

To be Adjusted at Audit

Additional NO CHARGE

Return NO CHARGE

Tax and Surcharge Changes

Additional

Return

Countersigned By: LASTING LEGACY LLC
AUTHORIZED AGENT

Allstate Insurance Company

DM CW 30 01 10

Insured Full Copy
COMMON POLICY CHANGE ENDORSEMENT

Allstate Insurance Company

Policy Number
648914117

Endorsement No. 005

Effective Date: 05-18-23
12:01 A.M., Standard Time

Named Insured KG AXIS, INC.

Agent Name LASTING LEGACY LLC

POLICY CHANGES ENDORSEMENT DESCRIPTION (CONT'D)

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

REMOVAL PERMIT

If this policy includes the Commercial Property Coverage Part, the following applies with respect to the Coverage Part:

If Covered Property is removed to a new location that is described on this Policy Change, you may extend this insurance to include that Covered Property at each location during the removal. Coverage at each location will apply in the proportion that the value at each location bears to the value of all Covered Property being removed. This permit applies up to 10 days after the effective date of this Policy Change; after that, this insurance does not apply at the previous location.

DM CW 30 01 10

Allstate Insurance Company

Insured Full Copy
**SCHEDULE OF FORMS AND ENDORSEMENTS**

**Allstate Insurance Company**

**Named Insured**: KG AXIS, INC.  
**Effective Date**: 05-18-23  
**Agent Name**: LASTING LEGACY LLC  
**Time**: 12:01 A.M., Standard Time

<table>
<thead>
<tr>
<th>COMMON POLICY FORMS AND ENDORSEMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>DM CW 30</td>
</tr>
<tr>
<td>DM CW 12</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>AUTOMOBILE FORMS AND ENDORSEMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>AA CW 23</td>
</tr>
<tr>
<td>AA CW 12</td>
</tr>
<tr>
<td>CA 20 48</td>
</tr>
<tr>
<td>CA 99 44</td>
</tr>
</tbody>
</table>
CERTIFICATE OF INSURANCE

This certificate is issued for informational purposes only. It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. Alteration of this certificate does not change the terms, exclusions or conditions of such policies. Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.

Certificate Holder:
THE CITY OF INGLEWOOD, AND ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS
1 W MANCHESTER BLVD
INGLEWOOD, CA USA 903011764

Named Insured:
KG AXIS, INC.
730 W 4TH ST UNIT 115
LONG BEACH CA 90802-7307

<table>
<thead>
<tr>
<th>Automobile Liability</th>
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<tbody>
<tr>
<td>Insurer Name: Allstate Insurance Company</td>
</tr>
<tr>
<td>Policy Number: 648914117</td>
</tr>
<tr>
<td>Policy Effective Date: 11-11-2022</td>
</tr>
<tr>
<td>Policy Expiration Date: 11-11-2023</td>
</tr>
<tr>
<td>Limits of Insurance: $1,000,000</td>
</tr>
<tr>
<td>Description of Operations/Locations/Vehicles/Endorsements/Special Provisions</td>
</tr>
</tbody>
</table>

| 1 -- Any Auto | 2 -- Owned Autos Only | 3 -- Owned Priv. Pass. Autos Only |
| 4 -- Owned Autos Other Than Priv. Pass. Autos Only |
| 5 -- Owned Autos Subject to No Fault |
| 6 -- Owned Autos Subject to a Compulsory UM Law |
| 7 -- Specifically Described Autos | X | 8 -- Hired Autos Only | X | 9 -- Nonowned Autos Only |

Interested Party Type: Additional Insured - All Other

THIS CERTIFICATE DOES NOT GRANT ANY COVERAGE OR RIGHTS TO THE CERTIFICATE HOLDER.
IF THIS CERTIFICATE INDICATES THAT THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, THE POLICY(IES) MUST EITHER BE ENDORSED OR CONTAIN SPECIFIC LANGUAGE PROVIDING THE CERTIFICATE HOLDER WITH ADDITIONAL INSURED STATUS. THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ONLY TO THE EXTENT INDICATED IN SUCH POLICY LANGUAGE OR ENDORSEMENT.

Producer:
LASTING LEGACY LLC

Authorized Representative: Date: 05-18-23

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IMPORTANT NOTICE REGARDING YOUR POLICY.

Voluntary Provider Networks

We want to let you know about a program that may be available to you.

If you, or anyone covered under your policy, is injured in a loss covered under your auto policy, a Voluntary Provider Network may be available to you. A Voluntary Provider Network includes a variety of participating medical providers that can treat those injuries.

Voluntary Provider Networks maintain lists of their participating providers. In the event that you experience a loss, your claims representative can provide you with contact information for any participating Allstate networks that may be available in your state at the time.

You are under no obligation to use a medical provider who is a member of one of these networks, and you are free to seek medical services from a provider of your choice. There is no penalty if you choose a provider outside the network. If you are injured and treated by a provider who is a member of one of the participating networks, we may review their bills for covered medical services for re-pricing based on the approved rate for that provider’s network.

You do not need to make a choice about these networks at this time. Please keep in mind that using a provider within a network should not be considered a confirmation that you have coverage. This notice is for information purposes only.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

Coverage provided under this policy is modified by the attachment of this endorsement. If there is any conflict in coverage provisions between this form and any state specific endorsement also attached to this policy, the provision(s) of the state specific form shall apply.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

<table>
<thead>
<tr>
<th>Endorsement Effective: 05-18-2023</th>
<th>Countersigned By:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Named Insured:</td>
<td>(Authorized Representative)</td>
</tr>
<tr>
<td>KG AXIS, INC.</td>
<td></td>
</tr>
</tbody>
</table>

SCHEDULE

<table>
<thead>
<tr>
<th>Name of Person(s) or Organization(s):</th>
</tr>
</thead>
<tbody>
<tr>
<td>THE CITY OF INGLEWOOD, AND ITS OFFICIALS,</td>
</tr>
<tr>
<td>OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS</td>
</tr>
<tr>
<td>1 W MANCHESTER BLVD</td>
</tr>
<tr>
<td>INGLEWOOD, CA USA 903011764</td>
</tr>
</tbody>
</table>

If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is modified by this endorsement, only as it applies to any coverage provided to the person or organization designated in the schedule of this endorsement and only to the extent that such person or organization qualifies as an "insured" under this policy.

If the named insured has entered into an agreement with the person or organization designated in the Schedule of this endorsement, which requires that the insurance available to them under this policy be applied on a primary and non-contributory basis, the following provision applies:

Any coverage provided under this policy to the person or organization designated in the Schedule of this endorsement is primary, and we will not seek contribution from any other Automobile Liability Insurance otherwise available to the designated person or organization.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEHICLE SHARING EXCLUSION

This endorsement modifies coverage provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Covered Autos Liability Coverage
   The following Exclusion is added to Paragraph B. Exclusions:
   - Vehicle Sharing Program
     "Bodily injury" or "property damage" arising out of the use of a covered "auto" while it is being used in connection with a "vehicle sharing program".

B. Changes In Physical Damage Coverage
   The following Exclusion is added to Paragraph B. Exclusions:
   - Vehicle Sharing Program
     "Bodily injury" or "property damage" arising out of the use of a covered "auto" while it is being used in connection with a "vehicle sharing program".

C. Changes In SECTION V – DEFINITIONS
   The following Definition is added:
   - Vehicle Sharing Program
     "Vehicle sharing program" means a service organized through a company, organization, network, group, or individual, that uses a digital network, software application service, or equivalent method of facilitation, to connect customers to other companies, organizations, networks, groups, or individuals, with the purpose of sharing the customer's "auto" for personal or commercial use.

D. Changes In Uninsured Motorists Coverage
   If a premium is displayed for Uninsured Motorists Coverage, the following Exclusion is added to the Paragraph titled Exclusions:
   - Vehicle Sharing Program
     "Bodily injury" or "property damage" arising out of the use of a covered "auto" while it is being used in connection with a "vehicle sharing program".

E. Changes In Underinsured Motorists Coverage
   If a premium is displayed for Underinsured Motorists Coverage, the following Exclusion is added to the Paragraph titled Exclusions:
   - Vehicle Sharing Program
     "Bodily injury" or "property damage" arising out of the use of a covered "auto" while it is being used in connection with a "vehicle sharing program".
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: KG AXIS, INC.
Endorsement Effective Date: 05-18-2023

SCHEDULE

Name Of Person(s) Or Organization(s):
The City of Inglewood, and its Officials, Officers, Employees, Agents and Volunteers
1 W Manchester Blvd
Inglewood, CA USA 903011764

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.
Attachment No. 6
RESOLUTION NO.: _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INGLEWOOD, CALIFORNIA, AMENDING THE 2022-2023 ANNUAL BUDGET TO PROVIDE FUNDING FOR RENOVATING THE MORNINGSIDE PARK LIBRARY.

WHEREAS, the Morningside Park Library is an integral part of the City of Inglewood Library system; and
WHEREAS, the Morningside Park Library has fallen into disrepair and requires a major renovation to reopen to the public; and
WHEREAS, the Library Services Department recommends the renovation of the Morningside Park Library; and
WHEREAS, funds are available in the City’s General Fund Reserve; and
WHEREAS, a budget amendment is necessary to track the movement of funds.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Inglewood, California, that the Fiscal Year 2022-2023 City Budget be amended to reflect the adjustments as shown in Exhibit “A,” which Exhibit is incorporated herein by this reference as if set forth in full.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the adoption of this Resolution and the same shall be in full force and effect immediately upon adoption.

Passed, approved and adopted this ___________ day of __________, 2023.

CITY OF INGLEWOOD:

______________________
James T. Butts, Jr., Mayor

ATTEST:

______________________
Aisha L. Thompson,
City Clerk
Exhibit A

<table>
<thead>
<tr>
<th>OBJECT CODE</th>
<th>Contract Services</th>
<th>FY2022-23 Budget</th>
<th>Amendment Request</th>
<th>Increase/Decrease</th>
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<tbody>
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<td>$148,461</td>
<td>$2,581,861</td>
<td>$2,433,400</td>
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<td>Total</td>
<td>$148,461</td>
<td>$2,581,861</td>
<td>$2,433,400</td>
</tr>
</tbody>
</table>

*Use of General Fund Reserves*
ATTACHMENT NO. 7
ZONE 2: COMPUTER LOUNGE
CITY OF INGLEWOOD MORNINGSIDE LIBRARY
3202 85TH ST., INGLEWOOD CA

SIT ON IT MAVIC MID BACK SEATING & ENWORKS FOUNDATION TABLE

SIT ON IT PASEA SERIES

Designer: SHANNON HANIFAN
Salesperson: GARY VELINSKY
Project: 633665
1/10/2023
FLETWOOD FURNITURE SHELVES

SIT ON IT ROWDY CHAIRS W/STEELCASE UNIVERSAL TABLE

ZONE 5: STAFF & STORAGE
CITY OF INGLEWOOD MORNINGSIDE LIBRARY
3202 85TH ST., INGLEWOOD CA

Designer:
Shannon Hanfan
Gary Vlinsky
633665

11/07/2023
17
PROPOSED OVERALL SITE PLAN

PROPOSED NEW DROP OFF AT STREET

ALL NEW EXTERIOR ENTRY TO INCLUDE NEW CONCRETE RAMP, STEPS, LANDSCAPING PLANTERS, AND BIKE RACKS.

SEE ENLARGED SITE PLAN FOR MORE INFO.

MORNINGSIDE LIBRARY: LIBRARY BOARD MEETING
3202 85TH STREET, INGLEWOOD, CA 90306
4-26-22