DATE:        July 11, 2023

TO:          Mayor and Council Members

FROM:        Parks, Recreation and Community Services Department

SUBJECT:     Agreement with GA Builders LLC dba GA Construction for Rogers Park Exercising Equipment Project (Bid No. CB-23-09)

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

1. Adopt a resolution 1) accepting a donation, in the amount of $115,000, from the American Heart Association for Greenfield and Matrix brand fitness stations for Rogers Park; 2) authorizing the repurposing of $40,000 from Project No. P964 (Park Fencing and Signage Improvements) to cover equipment installation costs; and 3) amending the Fiscal Year 2022-2023 Budget to reflect the addition of the aforementioned funds;

2. Award a contract and approve an agreement with GA Builders LLC dba GA Construction in the amount of $96,000 (including a city-controlled contingency amount of $9,000, for a total cost of $105,000) for the Rogers Park Exercising Equipment Project, per Bid No. CB-23-09 (General Fund); and

3. Authorize the purchase of Matrix brand fitness equipment in the amount of $50,000.

BACKGROUND:
As the nation's oldest and largest voluntary health organization, the purpose of the American Heart Association (AHA) is to help Americans live heart healthy and prevent America's No. 1 and No. 5 killers, heart disease and stroke. AHA advocates for good health and promotes positive behaviors, nutritious eating habits, and healthy lifestyles. The organization also funds cutting-edge research and professional education programs. Its promise is to have an extraordinary impact on one's life by empowering individuals to save lives, live healthier, and enjoy more peace of mind about cardiovascular health.

One of AHA’s health priorities is supporting Active Communities. The goal is to improve physical activity and expand green space in the City of Inglewood. This work is done through collaborative relationships with youth and family serving agencies, including, but not limited to, the City of Inglewood and Inglewood Unified School District. Past collaborations with the City have included the NFL Play 60 Kids Day (Super Bowl) event, and City of Champions 5K Walk & Run.

On June 12, 2022, the City Council adopted a resolution accepting a donation in the amount of $58,030 from the American Heart Association for Greenfield fitness stations for Edward Vincent Park. Installation of the fitness equipment at Edward Vincent Park was completed fall 2022. Additional AHA funds in the amount of $115,000 were received to provide indoor ($50,000) and outdoor ($65,000) fitness equipment at Rogers Park.
DISCUSSION:
Rogers Park is a nine (9)-acre park that has a recreation center with indoor basketball courts, a racquet ball court, exercise room/gym, dance, craft, and meeting rooms, and other amenities. Outdoor amenities include tennis and basketball courts, baseball fields, a playground, and skateboard area. Additionally, there is a wading pool area near the back southeast section of the recreation center that has been inoperable for well over 15 years. This area will be converted to a fitness bay.

The Rogers Park Exercising Equipment Project (Bid No. CB-23-09) was developed for the outdoor fitness area. The bid was advertised on March 23, 2023, via Planetbid.com and the City Clerk’s Office (designated newspaper).

Six (6) contractors attended the mandatory pre-bid meeting on April 6, 2023, at Rogers Park:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. ABC Builders, Inc.</td>
<td>Glendale, CA</td>
</tr>
<tr>
<td>2. GA Builders LLC dba GA Construction</td>
<td>Panorama City, CA</td>
</tr>
<tr>
<td>3. Kasa Construction, Inc.</td>
<td>Chino, CA</td>
</tr>
<tr>
<td>4. MCK Construction Group, Inc</td>
<td>Panorama City, CA</td>
</tr>
<tr>
<td>5. MMJ Contracting, Inc.</td>
<td>Hacienda Heights, CA</td>
</tr>
<tr>
<td>6. NR Development, Inc.</td>
<td>Panorama City, CA</td>
</tr>
<tr>
<td>7. Parsam Construction, Inc.</td>
<td>Glendale, CA</td>
</tr>
<tr>
<td>8. R.E. Schultz Construction, Inc.</td>
<td>Orange, CA</td>
</tr>
<tr>
<td>9. Stallworth Construction &amp; Management Corp.</td>
<td>Palmdale, CA</td>
</tr>
</tbody>
</table>

On April 19, 2023, the City Clerk’s office opened all bids and yielded the following results:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Location</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. GA Builders LLC dba GA Construction</td>
<td>Glendale, CA</td>
<td>$ 96,000</td>
</tr>
<tr>
<td>2. NR Development, Inc.</td>
<td>Panorama City, CA</td>
<td>$116,500</td>
</tr>
<tr>
<td>3. ABC Builders, Inc.</td>
<td>Panorama City, CA</td>
<td>$134,900</td>
</tr>
<tr>
<td>4. MCK Construction Group, Inc</td>
<td>Hacienda Heights, CA</td>
<td>$134,900</td>
</tr>
<tr>
<td>5. R.E. Schultz Construction, Inc.</td>
<td>Panorama City, CA</td>
<td>$159,500</td>
</tr>
<tr>
<td>6. MMJ Contracting, Inc.</td>
<td>Orange, CA</td>
<td>$171,364</td>
</tr>
</tbody>
</table>

After reviewing the bid proposals and evaluating the bid references, staff determined that GA Builders LLC dba GA Construction is the lowest responsive bidder. GA Builders LLC dba GA Construction will be contracted to install the outdoor equipment. The indoor equipment, which will be Matrix brand equipment, as specified by the donor, will be purchased following issuance of a Purchase Order. The estimated cost of the equipment and installation is $155,000. Revenue from the AHA donation ($115,000) will cover the cost of the equipment and small portion of the installation. The remaining cost for installation ($40,000) will be covered with repurposed funds.
from CIP project – P964 (Park Fencing and Signage Improvements). In order to facilitate the purchase and installation of the equipment, a budget amendment is necessary.

FINANCIAL/FUNDING ISSUES AND SOURCES:
Revenues from the AHA award have been received and were deposited to Account Code No. 001.070.7010.7021.00 (General Fund-Parks, Recreation and Community Services-Donations) for Fiscal Year 2021-2022. Expenditures for the project will be captured under Account Code No. 001.100.P424.44870.00 (General Fund-Capital Improvement Project, Rogers Park Improvement Project) and will be allocated as follows: $105,000 for the GA Builders LLC dba GA Construction contract and the remaining $50,000 for purchase order for indoor equipment.

DESCRIPTION OF ANY ATTACHMENTS:
Attachment No. 1: Resolution
Attachment No. 2: Agreement
Attachment No. 3: Bid proposals from GA Builders, Inc. dba GA Construction, Inc.
Attachment No. 4: Insurance

PREPARED BY:
Sabrina Barnes, Parks, Recreation and Community Services Director

COUNCIL PRESENTER:
Sabrina Barnes, Parks, Recreation and Community Services Director
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD APPROVAL: [Signature]
Sabrina Barnes, Parks, Rec., & Comm Svcs. Director

ASSISTANT CITY MANAGER APPROVAL: [Signature]
Louis Arwell, Assistant City Manager

CITY MANAGER APPROVAL: [Signature]
Artie Fields, City Manager
Attachment No. 1
RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
INGLEWOOD, CALIFORNIA, 1) ACCEPTING A DONATION FROM
THE AMERICAN HEART ASSOCIATION IN THE AMOUNT OF
$115,000 FOR GREENFIELD AND MATRIX BRAND FITNESS
STATIONS FOR ROGERS PARK; 2) AUTHORIZING THE
REPURPOSING OF $40,000 FROM PROJECT NO. P964 TO
COVER EQUIPMENT INSTALLATION COSTS; AND 3) AMENDING
THE FISCAL YEAR 2022-23 BUDGET TO RECEIVE THE
DONATION AND TO REASSIGN FUNDS.

WHEREAS, the American Heart Association (the “AHA”) is donating $115,000 (the
Donation”) to the City of Inglewood (the “City”) toward the installation of Greenfield and
Matrix brand fitness stations for Rogers Park; and

WHEREAS, the estimated total cost of the equipment and installation (the “Project”) is
$155,000 and the donation from the AHA will cover a significant portion of the total cost; and

WHEREAS, the City desires to accept the donation and agrees to use the monies
toward the purchase and installation of the fitness equipment at Rogers Park; and

WHEREAS, the City will contribute $40,000 to ensure the completion of the Project by
redirecting funds from Project No. P964 (Park Fencing and Signage Improvements) to the
Project; and

WHEREAS, on September 27, 2022, the City Council adopted Resolution No. 22-156
which adopted the Fiscal Year 2022-2023 Annual Budget; and

WHEREAS, the City’s Fiscal Year 2022-23 Annual Budget did not contemplate the
proposed current donation or repurposing of funds; and

WHEREAS, this budget amendment is needed to adjust the City’s fiscal year 2022-2023
budget to account for the donation and movement of City funds; and

WHEREAS, the FY 2022-2023 Budget shall be amended in a manner consistent with
Exhibit “A.”
NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF INGLEWOOD, CALIFORNIA,

DOES HERBY BY RESOLVE TO:

Section 1. Accept the recitals as complete and correct and inserts them herein by
this reference.

Section 2. Accept the American Heart Association’s donation of $115,000 toward
the installation of Greenfield and Matrix brand fitness stations for Rogers Park.

Section 3. Amend the Fiscal Year 2022-2023 Budget reflecting the receipt of the
Donation and repurposing of $40,000 City funds from Project No. P964 as shown in
Exhibit A, attached hereto and incorporated herein by this reference, to cover
equipment installation costs.

Section 4. Request that the City Clerk certify the adoption of this resolution and
the same shall be in full force and effect immediately upon adoption.

Passed, approved and adopted this ____________ day of __________, 2023

CITY OF INGLEWOOD:

____________________________________
James T. Butts, Jr.
Mayor

ATTEST:

____________________________________
Aisha L. Thompson
City Clerk
Exhibit A

<table>
<thead>
<tr>
<th>OBJECT CODE</th>
<th>FY2022-23 Budget</th>
<th>Amendment Request</th>
<th>Increase/ (Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>44870</td>
<td>$ -</td>
<td>$ 155,000</td>
<td>$ 155,000</td>
</tr>
<tr>
<td>Total</td>
<td>$ -</td>
<td>$ 155,000</td>
<td>$ 155,000</td>
</tr>
</tbody>
</table>

Fund: 001 General Funds
Agency: 100 Capital Improvement Project
Orgn: P424 Rogers Park Improvement Project

<table>
<thead>
<tr>
<th>OBJECT CODE</th>
<th>FY2022-23 Budget</th>
<th>Amendment Request</th>
<th>Increase/ (Decrease)</th>
</tr>
</thead>
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<tr>
<td>44870</td>
<td>$ 200,000</td>
<td>$ 160,000</td>
<td>$ (40,000)</td>
</tr>
<tr>
<td>Total</td>
<td>$ 200,000</td>
<td>$ 160,000</td>
<td>$ (40,000)</td>
</tr>
</tbody>
</table>

Fund: 001 General Funds
Agency: 100 Capital Improvement Project
Orgn: P964 Park Fencing and Signage Improvement
March 6, 2023

Sabrina L. Barnes
Inglewood Parks, Recreation & Community Services Department
One W. Manchester Blvd.
Inglewood, CA 90301

Dear Ms. Barnes:

On behalf of the American Heart Association, we are pleased to provide a donation in the amount of $115,000 to fund indoor and outdoor fitness equipment at Rogers Park. Consistent with the outdoor fitness equipment at Inglewood parks, including the units recently funded by AHA and installed at Vincent Park, Greenfield is the preferred vendor for the outdoor equipment. For the indoor equipment to be installed at Rogers Park, Matrix is the required vendor/manufacturer.

Once the equipment is installed, we look forward to hosting an unveiling event.

Sincerely,

Matthew Gallimore

Matthew Gallimore
Communications & Community Impact Director
Attachment No. 2
AGREEMENT NO.: _____

THIS AGREEMENT is made and entered into this ______ day of __________
2023, by and between the CITY OF INGLEWOOD (hereinafter referred to as the “City”), a
municipal corporation, located at One Manchester Boulevard, Inglewood, California 90301;
and GA BUILDERS LLC, dba GA CONSTRUCTION (hereinafter referred to as the “Contractor”) a
California corporation, with a corporate number of 202251812635, duly organized and in good
standing in the State of California, with a Contractors State License Board number of 882096
and a local place of business located at 8542 Wakefield Avenue, Panorama City, California
91402.

RECITALS

WHEREAS, Rogers Park is a 9-acre park that has a recreation center with indoor
basketball courts, a racquet ball court, exercise room/gym, dance, craft, and meeting rooms,
and other amenities; and

WHEREAS, outdoor amenities at the park include tennis and basketball courts, baseball
fields, a playground, a skateboard area and a wading pool area that has been inoperable for
well over 15 years that will be converted to a fitness bay; and

WHEREAS, on March 23, 2023, the City advertised Bid number CB-23-09, The Rogers
Park Exercising Equipment Project and six contractors attended the mandatory pre-bid
meeting; and

WHEREAS, on April 19, 2023, the City Clerk's Office received and opened all bids and
the Contractor was selected; and

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

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

WHEREAS, the Contractor represents that it has the background, knowledge,
experience and expertise to perform the obligations set forth in this Agreement.
NOW THEREFORE, the City and Contractor (hereinafter referred to collectively as the "Parties" and individually as "Party") hereto mutually agree as follows:

ARTICLE 1 – INCORPORATION OF RECITALS

All of the recitals are incorporated herein by reference.

ARTICLE 2 – SCOPE OF WORK

Contractor shall:

1. Perform the City’s Project, in a good, workmanlike, and timely manner and in accordance with Exhibit “A,” Rogers Park Exercising Equipment Project, Bid No. CB-23-09; and Exhibit “B,” the Contractor’s Proposal. Each Exhibit is incorporated herein by this reference as if set forth in full. In the event of ambiguity, conflict, or inconsistent language, the order of precedence shall be (in descending order):
   a. Change orders and Amended Agreements (whichever occurs last);
   b. This Agreement;
   c. Exhibit “A;”
   d. Exhibit “B.”

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

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

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

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

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

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

8. Agree that should disputes arise respecting the true value of any work done,
of any work omitted, or any extra work, which the Contractor may be required to
do, or respecting the size of payment to the Contractor during the performance of this
contract, such dispute shall be initially decided by the Director of Public Works.

Code Section 6705 whenever such Codes are relevant.

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

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

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

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

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

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

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

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

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

ARTICLE 3 – CITY’S DUTIES

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

ARTICLE 4 – TERM

Time is of the essence with respect to all time limits set forth in this Agreement. The Contractor shall diligently prosecute the Work to Substantial Completion within Eighty (80) Working Days after the date specified in the City's Notice to Proceed ("NTP"). The term of this Agreement shall run from the date first written above until the final acceptance of all work by the City.
ARTICLE 5 – COMPENSATION

1. Contractor shall be paid, pursuant to the bid items in the bid table in Exhibit “B,” a not-to-exceed amount of Ninety-Six Thousand Dollars ($96,000) for all work faithfully performed.

2. Contractor shall invoice, from the date of NTP, the City every thirty (30) days for services contemplated hereunder and which have been completed within that thirty (30) day period.

3. Contractor shall invoice City within ten (10) working days after the completion of the project. City shall pay Contractor in the ordinary course of City business, and agrees that it will use its best efforts to avoid all unnecessary delays in processing Contractor’s invoices.

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

ARTICLE 6 – TERMINATION

1. Without limitation to any of the City’s other rights or remedies at law or in equity, and reserving to itself all rights to losses related thereto, the City shall have the right to terminate or suspend this Agreement, in whole or in part, if it encounters conditions during the work contemplated hereunder that make it impossible or impracticable to proceed; or if the City is prevented from proceeding with the Agreement by law or by official action of a public authority; or if there is an unavailability of City Funds; or if the Contractor violates any material provisions of this agreement; or if the Contractor fails to provide the services required of this Agreement in a satisfactory manner as determined by the City Engineer. Upon the failure of the Contractor to promptly cure any default, the City’s election to terminate the Agreement for default shall be communicated by giving the Contractor a written notice of termination in the manner specified in Article 7 – Notices, of this Agreement.
2. The City shall have the option, at its sole discretion and without cause, of terminating this Agreement in part or in whole by giving thirty (30) Days written notice to the Contractor. The Contractor agrees to accept such sums as allowed under this Paragraph 2 as its sole and exclusive compensation and waives any claim for other compensation or Losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect or incidental damages of any kind.

   a. Following such termination and within forty-five (45) Days after receipt of a billing from the Contractor seeking payment of sums authorized by this Paragraph 2, the City shall pay to the Contractor as its sole compensation for performance of the Work the following:

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

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

         1. Demobilizing and

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

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

   b. Subcontractors. The Contractor shall include provisions in all of its
subcontracts, purchase orders and other contracts permitting termination
for convenience by the Contractor on terms that are consistent with this
Agreement and that afford no greater rights of recovery against the
Contractor than are afforded to the Contractor under this Paragraph 2.

c. Contractor’s Duties Upon Termination. Upon receipt of a notice of
termination for default or for convenience, the Contractor shall, unless the
notice directs otherwise, do the following:

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

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

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

iv. Promptly assign to the City those subcontracts, purchase orders or
contracts, or portions thereof, that the City elects to accept by
assignment and cancel, on the most favorable terms reasonably
possible, all subcontracts, purchase orders or contracts, or portions
thereof, that the City does not elect to accept by assignment; and
v. Thereafter do only such Work as may be necessary to preserve and
protect Work already in progress and to protect materials, plants,
and equipment on the Project Site or in transit thereto.

**ARTICLE 7 – NOTICES**

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

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

**Notice**

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

**CITY:**

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

**CONTRACTOR:**

**Gerald Aquino**
President
GA Builders LLC dba GA Construction
8534 Wakefield Avenue
Panorama City, California 91402

**WITH COPY TO:**

**Sabrina Barnes, Director**
Parks, Recreation and Community Services
One Manchester Boulevard
Inglewood, California 90301

**AGENT FOR SERVICE OF PROCESS ONLY**

**Gerald Aquino**
8534 Wakefield Avenue
Panorama City, California 91402

**Notice of Surety**

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

**Effective Date of Notice**

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

**ARTICLE 8 – INSURANCE REQUIREMENTS**

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

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

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

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

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

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

5. Surety Bonds as described below.

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

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

If the contractor maintains broader coverage and/or higher limits than the minimums
shown above, the City requires and shall be entitled to the broader coverage and/or the
higher limits maintained by the contractor. Any available insurance proceeds in excess of the
specified minimum limits of insurance and coverage shall be available to the City.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City Attorney's
Office. The City may require the Contractor to purchase coverage with a lower retention or
provide proof of ability to pay losses and related investigations, claim administration, and
defense expenses within the retention. The policy language shall provide, or be endorsed to
provide, that the self-insured retention may be satisfied by either the named insured or the
City.

Other Insurance Provisions

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

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

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

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

Builder's Risk (Course of Construction) Insurance

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

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

Claims Made Policies

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

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

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

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

4. A copy of the claims reporting requirements must be submitted to the City for review.

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

Acceptability of Insurers

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

Waiver of Subrogation

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

Verification of Coverage

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

Subcontractors

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

ARTICLE 9 – INDEMNIFICATION

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

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

ARTICLE 10 – BONDS

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

2. Payment Bond

Said bonds shall be in the form approved by the Inglewood City Attorney and shall be satisfactory to City.

**Performance Bond**

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

**Payment Bond**

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

**ARTICLE 11 – LIQUIDATED DAMAGES**

It is agreed to by the parties to the contract that in case all the work called for under the contract is not completed expeditiously, safely, and per all of the rules set forth in the contract documents before or upon the expiration of the time limit as set forth in these specifications, damage will be sustained by the City of Inglewood (in terms of inconvenience, lost productivity, additional administrative costs, and other costs both tangible and intangible). It is also agreed by the parties that it is and will be impracticable to determine the
actual damage which the City will sustain in the event of and by reason of such delay; and it is, therefore, agreed that the Contractor will pay to the City the sum of Seven Hundred and Fifty Dollars ($750) for each and every day delay beyond the time prescribed to complete the work; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City of Inglewood may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

Multiple Correction Notices

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

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

ARTICLE 12 – INGLEWOOD BUSINESS LICENSE

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

ARTICLE 13 – “OR EQUAL” CLAUSE

Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturers’ or vendors’ names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Engineer of equal substance and
function. Said materials, article or equipment shall not be purchased or installed by the Contractor without the Engineer's written approval.

Anyone wishing to make an "or equal" request must such request in writing to the Engineer within (7) seven days after the bid opening date.

**ARTICLE 14 – PERMITS, COSTS AND NOTICES**

**City Permits**

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

**Work within the Public Rights of Way**

Contractor shall notify, verbally or in writing the "Permit Section" of City’s Public Works Department at least seventy-two (72) hours prior to starting any Work within a public street or right-of-way. If notice is verbal, Contractor shall prepare and maintain a written record of such notice. Neither the terms hereof nor anything shown on the drawings in connection with rights-of-way provided by the City shall be construed to entitle the Contractor to conduct operations in said rights-of-way in violation of existing regulations restricting interference with watercourses and drainage channels. The Contractor shall take adequate precautions against obstructing storm water flow in any affected watercourse or channel, and shall not deposit excavated materials in any area where they might interfere with or be subject to erosion from such flow.
The Contractor shall be responsible for making their own arrangements for parking facilities, storage areas, and staging area; the Contractor shall obtain written permission from the owners of the affected property for such use, and a copy of each such written permit shall be furnished to the City and property owners for their protection and records. The Contractor shall indemnify and hold harmless the City from all claims for damages occasioned by such actions.

Encroachment Permits

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

Liability Insurance for Permits

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

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

ARTICLE 15 – RESPONSIBILITIES OF PROJECT SUPERINTENDENT

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

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

**ARTICLE 16 – AUTHORITY OF THE ENGINEER**

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

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

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ARTICLE 17 – RIGHTS AND REMEDIES; CLAIMS AND PROTESTS

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

Section 43 of the Special Provisions is deleted in its entirety and replaced with the following: If the Contractor considers any work demanded of him/her to be outside the requirements of the Contract, or considers any instruction, ruling, or decision of the Engineer to be unfair, the Contractor shall within ten (10) working days after any such demand is made, or any such instruction, ruling, or decision is given, file a written protest with the Engineer stating the nature of the protest and the reasons therefore. Except for such protests and objections as are made of record in the manner and within the time above stated, the Contractor shall be deemed to have waived and does hereby waive all claims for any extra work, damages, and extensions of time on account of such demands, instructions, rulings, and decisions of the Engineer.

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

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

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

Public Contract Code Section 9204

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

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

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

(c) For purposes of this section:

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

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

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

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

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

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

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

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

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

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

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

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

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

(vii) The High-Speed Rail Authority.

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

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

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim
applies shall conduct a reasonable review of the claim and, within a period not to exceed 45
days, shall provide the claimant a written statement identifying what portion of the claim is
disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a
contractor may, by mutual agreement, extend the time period provided in this subdivision.
(B) The claimant shall furnish reasonable documentation to support the claim.
(C) If the public entity needs approval from its governing body to provide the claimant a
written statement identifying the disputed portion and the undisputed portion of the claim,
and the governing body does not meet within the 45 days or within the mutually agreed to
extension of time following receipt of a claim sent by registered mail or certified mail, return
receipt requested, the public entity shall have up to three days following the next duly
publicly noticed meeting of the governing body after the 45-day period, or extension, expires
to provide the claimant a written statement identifying the disputed portion and the
undisputed portion.
(D) Any payment due on an undisputed portion of the claim shall be processed and made
within 60 days after the public entity issues its written statement. If the public entity fails to
issue a written statement, paragraph (3) shall apply.
(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails
to respond to a claim issued pursuant to this section within the time prescribed, the claimant
may demand in writing an informal conference to meet and confer for settlement of the
issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified
mail, return receipt requested, the public entity shall schedule a meet and confer conference
within 30 days for settlement of the dispute.
(B) Within 10 business days following the conclusion of the meet and confer conference, if the
claim or any portion of the claim remains in dispute, the public entity shall provide the
claimant a written statement identifying the portion of the claim that remains in dispute and
the portion that is undisputed. Any payment due on an undisputed portion of the claim shall
be processed and made within 60 days after the public entity issues its written statement.
Any disputed portion of the claim, as identified by the contractor in writing, shall be
submitted to nonbinding mediation, with the public entity and the claimant sharing the
associated costs equally. The public entity and claimant shall mutually agree to a mediator
within 10 business days after the disputed portion of the claim has been identified in writing.
If the parties cannot agree upon a mediator, each party shall select a mediator and those
mediators shall select a qualified neutral third party to mediate with regard to the disputed
portion of the claim. Each party shall bear the fees and costs charged by its respective
mediator in connection with the selection of the neutral mediator. If mediation is
unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable
procedures outside this section.
(C) For purposes of this section, mediation includes any nonbinding process, including, but
not limited to, neutral evaluation or a dispute review board, in which an independent third
party or board assists the parties in dispute resolution through negotiation or by issuance of
an evaluation. Any mediation utilized shall conform to the timeframes in this section.
(D) Unless otherwise agreed to by the public entity and the contractor in writing, the
mediation conducted pursuant to this section shall excuse any further obligation under
Section 20104.4 to mediate after litigation has been commenced.
(E) This section does not preclude a public entity from requiring arbitration of disputes under
private arbitration or the Public Works Contract Arbitration Program, if mediation under this
section does not resolve the parties' dispute.
(F) Failure by the public entity to respond to a claim from a contractor within the time periods
described in this subdivision or to otherwise meet the time requirements of this section shall
result in the claim being deemed rejected in its entirety. A claim that is denied by reason of
the public entity's failure to have responded to a claim, or its failure to otherwise meet the
time requirements of this section, shall not constitute an adverse finding with regard to the
merits of the claim or the responsibility or qualifications of the claimant.
(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7
percent per annum.
(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim
against a public entity because privity of contract does not exist, the contractor may present
to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

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

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

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

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

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

Public Contract Code Section 20104, et seq.

20104

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

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

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

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

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

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

20104.2.

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

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

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

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

(3) The local agency’s written response to the claim, as further documented, shall be
submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

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

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

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

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

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

20104.4.

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

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

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

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

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

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

20104.6.

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

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

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

ARTICLE 18 – INDEPENDENT CONTRACTOR

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

ARTICLE 19 – RETENTION

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

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

ARTICLE 20 – NON-ASSIGNABILITY

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

**ARTICLE 21 – PROHIBITED INTERESTS**

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

**ARTICLE 22 – EQUAL EMPLOYMENT**

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

**ARTICLE 23 – CHANGES, AMENDMENTS AND MODIFICATIONS**

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

**ARTICLE 24 – SEVERABILITY**

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

**ARTICLE 25 – WAIVER**

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

ARTICLE 26 – ENTIRE AGREEMENT

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

ARTICLE 27 – GOVERNING LAW; VENUE

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

ARTICLE 28 – MISCELLANEOUS

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

2. This Agreement may be executed in counterparts, and when each party hereto has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with the other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all parties hereto.
3. Article titles, paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

CITY OF INGLEWOOD

__________________________
James T. Butts, Jr.
Mayor

__________________________
Gerald Aquino
President

ATTEST:

__________________________
Aisha L. Thompson
City Clerk

APPROVED AS TO FORM:

__________________________
Kenneth R. Campos
City Attorney
California All-Purpose Certificate of 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 June 6, 2023 before me, Anson Jackson Notary Public

personally appeared Gerald De Belen Aquino

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]

Notary Public

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled: ____________________________. It contains ____ pages, and dated ____________________________.

The signer(s) capacity or authority is/are as:

☐ Individual(s)
☐ Attorney-in-fact
☐ Corporate Officer(s) [Title]
☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: ____________________________

representing: ____________________________

Additional Information

Method of Signer Identification

☐ Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification
☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page #: ____ Entry #: _____

Notary contact: ____________________________

Other

☐ Additional Signer
☐ Signer(s) Thumbprint(s)

☐ ____________________________
Attachment No. 3
City of Inglewood- Rogers Park Exercising Equipment Project
Public Works
CB 23-09
Date of Bid – April 19, 2023 @ 11:30 A.M.

1. GA Builders LLC DBA GA Construction............................................$96,000.00
2. NR Development Inc............................................................................$116,500.00
3. ABC Builders Inc................................................................................$134,500.00
4. MCK Construction Group Inc...............................................................$134,900.00
5. R.E. Schultz Construction Inc...............................................................$159,500.00
6. MMJ Contracting Inc...........................................................................$171,364.38
SPECIFICATIONS FOR

Rogers Park Exercising Equipment Project
BID NO. CB-23-09

Public Works Department
One West Manchester Boulevard, 3rd floor
Inglewood, California 90301
(310) 412-5333

April 2023

Due on April 19, 2023, at 11:30 AM

Bid Proposers are requested to submit bid proposal to:

City Clerk's Office, 1st floor
City of Inglewood
One West Manchester Blvd.
Inglewood, CA 90301

For any questions or inquiries, please contact Boytrese Osias, Senior Engineer – Public Works Department at (310) 412-5333.
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<td>FAITHFUL PERFORMANCE BOND FOR PUBLIC WORKS OF IMPROVEMENT</td>
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<td>PAYMENT BOND FOR PUBLIC WORKS OF IMPROVEMENT</td>
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<tr>
<td>DIVISION II – SPECIAL SPECS. / TECH. SPECIFICATIONS</td>
<td>56</td>
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<tr>
<td>EXHIBITS</td>
<td>91</td>
</tr>
</tbody>
</table>
City of Inglewood

VICINITY MAP
INSTRUCTIONS TO BIDDERS
IMPORTANT

BEFORE SUBMITTING YOUR BID, HAVE YOU PROPERLY COMPLETED THE FOLLOWING?

1. PROPOSAL:
   a. Have you submitted a bid on all items of the proposal? 
   b. Is the proposal properly signed and dated? 
   c. If bid is being submitted by a corporation, is corporate seal affixed to proposal? 
   d. Is your Contractor's license number inserted in the proposal? 

2. BOND:
   a. Is the amount of bond at least 10% of the total? 
   b. Is bond properly filled in and signed by surety; or No.3? 

3. CERTIFIED CHECK:
   a. Is the amount of check at least 10% of the total amount of you bid? 
   b. Is check enclosed with bid? 

4. DESIGNATION OF SUBCONTRACTORS
   a. Is portion of work allotted? 
   b. Is name, location, and license given for each subcontractor? 

5. PAYMENT OF PREVAILING WAGES
   a. Did you and sub register with the Department of Industrial Relations (DIR)? 
   b. Are you aware of the provision to pay the prevailing wages and furnish certified payroll records to the City of Inglewood? 

6. CONTRACT COMPLIANCE:
   a. Have you completed the non-collusion affidavit? 
   b. Is the non-collusion affidavit properly signed and duly notarized? 
   c. Have you examined and understood the requirements and forms to be furnished on the project? 

7. BUSINESS LICENSE
   Are you aware of Division 1, Section 9, entitled Inglewood Business License? 

8. REFERENCE LIST
   Have you completed and submitted the Reference List? 

9. Disadvantage Business Enterprise (DBE) (NOT APPLICABLE)
   Did you read and comply with DBE requirements? 

CITY OF INGLEWOOD

INVITATION TO SUBMIT BID

(Specifications and Conditions Governing Bid Award)

Project Subject to Bid: Rogers Park Exercising Equipment Project CB-23-09

The City of Inglewood, California hereby extends an invitation to submit a proposal in accordance with this bid, to provide labor and materials and/or completing the above designated project. The City makes no representation that any agreement will be awarded to any firm/company responding to this request.

A mandatory pre-bid conference and walk thru for interested bidders will be conducted on April 6, 2023 at 3:45 PM at City of Inglewood - Rogers Park playground located at 400 W Beach Ave. Inglewood, CA 90302. Call Boytrese Osias (City Capital Improvement Projects Manager) or Kenrick Sanderlin (Associate Engineer), at (310) 412-5333 should you require further information.

Each bid to be considered must be delivered to and received by the City Clerk no later than 11:30 AM on April 19, 2023 at the Office of the City Clerk, Inglewood City Hall, One Manchester Boulevard, Inglewood, CA 90301.

Each bid shall be submitted and completed in all particulars using the form entitled, "Bidder's Proposal and Statement" attached hereto. The submittal bid must be enclosed, together with the requisite bid security, in a sealed envelope addressed to the City Clerk with the designation of the project Rogers Park Exercising Equipment Project: CB-23-09 appearing thereon.

Each bid shall state the unit price of each item if called for on the Bidder's Proposal and Statement form. In the event alternative bids are called for in said form, each alternative bid shall be completed.

Bids will be opened in public in the City Clerk's Office and will be announced to all persons present.

Specifications and other bid documents for the project are on file in the Public Works Department, and may be obtained upon request.

Each bid must be accompanied by a deposit in the form of cash, a cashier's or certified check made payable to the City of Inglewood, or a bid bond, for an amount of not less than ten percent (10%) of the aggregate of the bid. This is a guarantee that the successful bidder will, within the time specified, enter into an agreement as provided in the bid document. Bidder shall furnish bonds when required in the Special Provisions: One for faithful performance in the amount of the contract sum, and another for contractor's labor and materials in the amount of the contract sum.

The City Council reserves the right to reject any or all bids and to waive any irregularities in any bid, and to take bids under advisement for a period not to exceed sixty (60) calendar days from and after the date bids are opened and announced.
Attention is directed to the provisions of Labor Code § 1725.5: No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations (with limited exceptions for this requirement for bid purposes only under Labor Code Section 1771.1a). No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations. All contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner for all new projects awarded on or after April 1, 2015. The Labor Commissioner may excuse contractors and subcontractors on a project that is under the jurisdiction of one of the four legacy DIR-approved labor compliance programs (Caltrans, City of Los Angeles, Los Angeles Unified School District and County of Sacramento) or that is covered by a qualified project labor agreement. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

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

Attention is directed to the provisions of California Public Contract Code Section 10164 concerning Contractor's licensing laws. This contract requires at least a valid California State Contractors License with a classification of “A” or “B” at the time of the bid.

The successful bidder must obtain and maintain a current Inglewood City Business License until completion of the project.

This notice is given by order of the City Manager of the City of Inglewood, California, and is dated this _________ day of __________________, 2023.

_________________________________________________________
Artie Fields, City Manager
City of Inglewood, California
BIDDER'S PROPOSAL AND STATEMENT
CITY OF INGLEWOOD, LOS ANGELES COUNTY, CALIFORNIA
Rogers Park Exercising Equipment Project: CB-23-09

PROPOSAL

To the City of Inglewood
One Manchester Boulevard
Inglewood, CA 90301

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

To furnish all labor, tools, materials, equipment, transportation, and services and to do all work required for the project and in strict conformity with the plans, specifications and actual site verification and at the following prices, to Wit: including items mentioned in Division II, Section 1.18: Measurement and Payments, Plan and Bid Documents.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Bid Item Description</th>
<th>Qty.</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Mobilization, Demolition and Restoration</td>
<td>1</td>
<td>LS.</td>
<td>$14,000</td>
<td>$14,000</td>
</tr>
<tr>
<td>2.</td>
<td>Abandonment of existing sewer line. See Division II, Section 1.17 and 1.18</td>
<td>1</td>
<td>LS.</td>
<td>$2,000</td>
<td>$2,000</td>
</tr>
<tr>
<td>3.</td>
<td>Fill/Backfill and compaction to required level. See Division II, Section 1.17 and 1.18</td>
<td>1</td>
<td>LS.</td>
<td>$20,000</td>
<td>$20,000</td>
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<td>4.</td>
<td>Installation of 6 exercising equipment See Division II, Section 1.17 and 1.18</td>
<td>1</td>
<td>LS.</td>
<td>$50,000</td>
<td>$50,000</td>
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<tr>
<td>5.</td>
<td>Bulk Excavation (to be determined by the City). See Division II, section 1.17 and 1.18</td>
<td>200</td>
<td>C.Y.</td>
<td>$50 / Cu.Yd.</td>
<td>$10,000 (fixed amount)</td>
</tr>
</tbody>
</table>
IN CASE OF DISCREPANCY BETWEEN THE WORDS AND FIGURES, THE WORDS SHALL PREVAIL.

RECEIPT OF ADDENDUM NO. ___, ___, ___, ___ IS HEREBY ACKNOWLEDGED.

This bid is based upon completing the work within "Eighty (80) working days" from the date of the Notice to Proceed. Before signing the contract, the lowest responsible bidder shall furnish all necessary bonds within ten (10) days after receiving the Contract notification.

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

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

* Working days are from Monday through Friday (except every other Friday), when the City of Inglewood is open for public services – refer to Division I Section 27. City is closed every other Friday.

Enclosed is a Bidder's Bond, certified check or cashier's check number ___ on the_______________________ bank, which is not less than ten percent (10%), as a
guarantee that the undersigned will enter into the contract if awarded to the undersigned. The undersigned further agrees that in case of default in executing the required contract with necessary bonds and insurance, within the time limits above specified, said bond or check and the money payable therein shall be forfeited to and become the property of the City of Inglewood, State of California.

SIGNATURE OF BIDDER  

TEL NO. 213 247 9854

BUSINESS ADDRESS  

8592 WAKEFIELD AVE  

PANORAMA CITY CA 91402

CONTRACTOR'S LICENSE NUMBER & EXPIRATION DATE  882096 12/31/2024

TYPE OF LICENSE  GENERAL B

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR'S SIGNATURE

Dated this 19 day of APRIL, 2023

SURETY COMPANY'S  WESTERN SURETY COMPANY

NAME

151 N FRANKLIN ST 17TH FLOOR

ADDRESS

CHICAGO IL 60606

CITY STATE ZIP CODE

PHONE 605 336 0850 FAX 605 335 0357

9
**DESIGNATION OF SUBCONTRACTORS**

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 2, commencing at Section 4100, Division 5; Title 1 of the California Public Contract Code), and any amendments thereof, each bidder shall set forth below: (a) the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract in an amount in excess of one-half of one percent of the prime contractor's total bid, and (b) the portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, the Contractor shall be deemed to have agreed that he/she is fully qualified and will perform that portion themselves.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his/her original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

<table>
<thead>
<tr>
<th>Name</th>
<th>Address &amp; City</th>
<th>Type of Service</th>
<th>License/ DIR No.</th>
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</table>

Use additional sheet if needed.
## REFERENCES

**PLEASE PROVIDE REFERENCES ON SIMILAR TYPE OF WORK**

<table>
<thead>
<tr>
<th>Organization/Agency:</th>
<th>RESIDENTIAL DEVELOPMENT</th>
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</thead>
<tbody>
<tr>
<td>Contact Person:</td>
<td>MARIA ROMO</td>
</tr>
<tr>
<td>Work Performed:</td>
<td>BATHROOM, ROOM, FAMILY ROOM ADDITIONS, LAUNDRY ROOM AND HOUSE REMODEL</td>
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</table>

<table>
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<tr>
<th>Organization/Agency:</th>
<th>CARE HOME FACILITIES RENOVATION</th>
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<tr>
<td>Contact Person:</td>
<td>DINA RAMATAT</td>
</tr>
<tr>
<td>Work Performed:</td>
<td>NEW RESTROOM ADDITION, KITCHEN REMODEL, FACILITY RENOVATION</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Organization/Agency:</th>
<th>DARBY PARK ELECTRICAL &amp; RESTROOM UPGRADE</th>
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<tbody>
<tr>
<td>Contact Person:</td>
<td>PERCEPTO GALLARDO</td>
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<tr>
<td>Work Performed:</td>
<td>ELECTRICAL UPGRADE, BASKETBALL UPGRADE, EXERCISING EQUIPMENT AND RESTROOM REMODEL</td>
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<th>Organization/Agency:</th>
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<tr>
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<tr>
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<tr>
<td>Contact Person:</td>
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<tr>
<td>Work Performed:</td>
<td>MASTERS BEDROOM AND RESTROOM ADDITION, LAUNDRY ROOM AND HOUSE REMODEL</td>
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</table>

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<tr>
<th>Organization/Agency:</th>
<th>VINCENT PARK RESTROOM PROJECT PHASE 2</th>
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<tbody>
<tr>
<td>Contact Person:</td>
<td>KEN RICK SANDERLIN</td>
</tr>
<tr>
<td>Work Performed:</td>
<td>CONSTRUCTION OF NEW RESTROOM</td>
</tr>
</tbody>
</table>

Use these sheet or additional sheet, if more experiences are desired to be listed.
NON-COLLUSION AFFIDAVIT

The undersigned is submitting a bid for performing the following work by contract, being duly sworn, deposes and says:

That he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

ROGERS PARK EXERCISING

EQUIPMENT PROJECT

(Fill in description of contract)

GA BUILDERS LLC DBA GA CONSTRUCTION
Company

GERALD AQUINO
Name of Bidder

Signature of Bidder

8542 WAKEFIELD AVE
Business Address

PANORAMA CITY
City

CA 91402
State Zip Code

Subscribed and sworn to before me this 19 day of April, 2023

Notary Public in (and for the County of

Los Angeles, State of California.

My Commission Expires 08/15/2026
THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, said Principal(s) has/have entered into or is/are about to enter into a certain written contract or agreement, dates as of the ___ day of ___ , 20___, with the City of Inglewood, for

ROGERS PARK EXERCISING EQUIPMENT PROJECT

all as is more specifically set forth in said contract or agreement, a full, true, and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof;

NOW THEREFORE, if the said Principal(s) or any subcontractor(s) under said contract or agreement fails or fail to pay:

(1) For any materials, provisions, provender, transportation, appliances, or power, or other supplies; or

(2) For the hire of any teams, equipment, implements, or machinery; or

(3) For any work or labor supplied, furnished, provided, used, done, or performed in, upon, for, or about, or in connection with the said work or improvement; or

(4) For amounts due under the Unemployment Insurance Act of the State of California with respect to such work or improvement.

The Surety on this bond will pay the same in an amount not exceeding the sum hereinabove specified in this bond; and, also, in case suit is brought upon this bond, said Surety will (and does hereby agree to pay a reasonable attorney's fee, to be fixed and awarded by the Court and taxed as costs, and included in the judgment therein rendered.

This bond shall (and it is hereby made to) inure to the benefit of any and all persons entitled to file claims pursuant to law, so as to give a right of action to them or their assigns in any suit brought upon this bond.

This bond is executed and filed in connection with said contract or agreement hereunto attached to comply with each and all of the provisions of the laws of the State of California above-mentioned or referred to, and of all amendments thereto, and the obligors so intend and do hereby bind themselves accordingly.
The said Surety, for value received, hereby stipulates and agrees that no amendment, change, extension of time, alteration, or addition to said contract or agreement, or of any feature or item of performance required therein or thereunder, shall in any manner affect its obligations on or under this bond; and said Surety does hereby waive notice of any such amendment, change, extension of time, alteration, or addition to said contract or agreement, and of any feature or item or items of performance required therein or thereunder.

Executed, sealed and dated at Los Angeles, California
California, this 19th day of April, 2023

By ____________________________
Its

And By ____________________________
Its

(SEAL)

PRINCIPAL

By ____________________________
Its Attorney-in-Fact

(SEAL)

SURETY

The foregoing bond is hereby approved by me as to form.

______________________________
City Attorney

The foregoing bond is hereby approved by me as to Surety.

______________________________
Mayor
BID BOND FOR PUBLIC WORK OF IMPROVEMENT

City of Inglewood
One Manchester Boulevard
Inglewood, California 90301

Bid Number: CB-23-09  Project Number: 
(if applicable)  (if applicable)

Project Title: Rogers Park Exercising Equipment

Bond Number: 66620246

KNOW ALL MEN BY THESE PRESENTS, that we GA Builders, LLC dba GA Construction (Contractor) as Principal (hereinafter called the “Principal”) and WESTERN SURETY COMPANY as Surety, (hereinafter called the “Surety”) are held and firmly bound unto the City of Inglewood, located at the address above, (hereinafter called the “City”) in the penal sum of Ten Percent of Amount Bid (10%) ($10,000) Dollars, which represents ten percent (10%) of the Contractor/Principal’s bid amount submitted the City for the Project, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, assigns, and successors, 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 19, 2023, for the construction of the Project:

NOW THEREFORE, if the City accepts the Principal’s bid, and if within ten (10) consecutive calendar days thereafter the Principal enters into the Contract with the City in accordance with the bid as accepted, and if by no later than said tenth (10) consecutive calendar day the Principal shall give to the City the required surety bonds with good and sufficient sureties for the faithful performance and proper fulfillment of such contract, and for the prompt payment of labor and material furnished in connection with that contract, or in the event of the failure of the Principal to enter into such contract and to give such bonds, if the Principal shall pay to the City within ten (10) consecutive calendar days after the City’s request the difference between the amount specified in the Principal’s bid and the amount for which the City may in good faith contract with another party to perform the work covered by the bid, then the above obligation shall be void and of no effect, otherwise it shall remain in full force and effect.

Forfeiture of this bond shall not preclude the City from seeking any or all other remedies.

City of Inglewood  Bid Bond
provided by law to cover losses sustained as a result of the Principal’s failure to do any of the foregoing, and this bond shall not be a limitation on the Principal’s liability therefore.

Upon the City’s request, the Surety will provide the City with all of the documents specified in subdivision (a) of California Code of Civil Procedure Section 995.660.

If the City is required to initiate legal proceedings to recover on this bond, it may also recover (in addition to any other relief to which it may be entitled) all reasonable costs and expenses incurred in connection with those legal proceedings, including, without limitation, reasonable attorneys’ fees, accountants’ fees and experts’ fees, even if such reasonable costs and expenses exceed the penal sum of this bond.

Any claims under this bond may be addressed to the Surety at the following address:

WESTERN SURETY COMPANY
151 North Franklin Street, 17th Floor, Chicago, IL 60606

Attention: Claims Department

Telephone No.: (605) 336-0850
Fax No.: (605) 335-0357
E-mail Address: info@cnasurety.com

(Name and Address of agent or representative for service of process in California if different from above)

F S I A CHRISTOPHER C CAYABYAB
90 17TH AVE.
SAN MATEO, CA 94402

(Telephone Number of Surety and agent or representative for service of process in California)

605-336-0850
650-571-8188

City of Inglewood

Bid Bond
IN WITNESS WHEREOF the above-bounded parties have executed this instrument on April 19th, 2023.

"Principal" GA Builders, LLC
dba GA Construction
8542 Wakefield Avenue
Panorama City, CA 91402

By: __________________________
Name: GERALD AQUINO
Title: CONTRACTOR/OWNER

"Surety" WESTERN SURETY COMPANY
151 North Franklin Street,
17th Floor, Chicago, IL 60606

By: __________________________
Name: LAWRENCE JOHN ACQUINO CUA
Title: Attorney-in-Fact

Attach evidence (in the form of a Power of Attorney or some other evidence satisfactory to the City) that the Surety’s signatory or signatories who have signed this bond on behalf of the Surety are authorized by the Surety to do so and to bind the Surety to the obligations set forth herein.

[NOTE: Contractor shall provide to the , before starting Work, a certificate from the clerk of the county that the certificate of authority has not been surrendered, revoked, canceled, annulled or suspended, or in the event it has, that renewed authority has been granted.]

THIS IS A REQUIRED FORM THAT CANNOT BE ALTERED, MODIFIED OR CHANGED.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety’s name must also appear on the U. S. Treasury Department’s most current list (Circular 570 as amended).
STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

AMENDED
Certificate of Authority

This is to certify that, pursuant to the Insurance Code of the State of California,

WESTERN SURETY COMPANY

of SIOUX FALLS, SOUTH DAKOTA, organized under the
laws of SOUTH DAKOTA, subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within this State,
subject to all provisions of this Certificate, the following classes of insurance:

SURETY and LIABILITY

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

This Certificate is expressly conditioned upon the holder hereof now and hereafter being in
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements
made under authority of the laws of the State of California as long as such laws or requirements are
in effect and applicable, and as such laws and requirements now are, or may hereafter be changed
or amended.

In Witness Whereof, effective as of the 21ST day
of MARCH, 1975, I have hereunto set
my hand and caused my official seal to be affixed this 21ST day
of MARCH, 1975.

WESLEY J. KINDER
Insurance Commissioner

Fee
Rec. No.
Filed

NOTICE:
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code
promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701
and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application
therefor and the conditions contained herein.

FORM CB-3
Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does hereby make, constitute and appoint LAWRENCE JOHN ACOSTA, CUA, its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: GA Builders, LLC dba GA Construction
Obligee: City of Inglewood
Amount: $1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Assistant Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7 All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

If Bond No 66620246 __________ is not issued on or before midnight of July 18th, 2023 __________ all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Assistant Vice President, Larry Kasten, and its corporate seal to be affixed this 14th day of April, 2023.

WESTERN SURETY COMPANY

[Signature]

Larry Kasten
Assistant Vice President

On the 14th day of April __________, in the year 2023 __________ before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

S. GREEN
Notary Public - South Dakota

My Commission Expires February 15, 2027

I, the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 14th day of April __________, 2023.

WESTERN SURETY COMPANY

[Signature]

Larry Kasten, Assistant Vice President

To validate bond authenticity, go to www.cmasurety.com > Owner/Obligee Services > Validate Bond Coverage.
Attachment No. 4
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE ALLOWED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0L76650
Rock 10 Insurance Services
P O Box 15608
San Diego, CA 92175

INSURED
GA Builders LLC dba G A Construction
8542 Wakefield Ave
Panorama City, CA 91402

COVERAGES

<table>
<thead>
<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>ADD'L SUBSCRIBER</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
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A Lewis

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C COVERAGE LIMITS APPLY PER:

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D WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

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<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
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<td>EACH OCCURRENCE</td>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Rogers Park Exercising Equipment Project Public Works (CB-23-00), 400 W Beach Avenue, Inglewood, CA 90302.

Additional insured status applies to City of Inglewood under the Commercial General Liability Policy subject to attached endorsements. 30-Day Notice of Cancellation applies to General Liability per attached endorsement.

Commercial Auto Additional insured applies per attached endorsement. The Commercial Auto policy is primary and non-contributory to the City of Inglewood regardless of whether Holder is a named insured of any other policy.

SEE ATTACHED ACORD 101

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

City of Inglewood
One Manchester Blvd
Inglewood, CA 90301

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The ACORD name and logo are registered marks of ACORD.
**ADDITIONAL REMARKS SCHEDULE**

<table>
<thead>
<tr>
<th>AGENCY</th>
<th>License # 0L78680</th>
<th>NAMED INSURED</th>
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<tr>
<td>Rock 10 Insurance Services</td>
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<td>GA Builders LLC dba G A Construction</td>
</tr>
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</table>

**POLICY NUMBER**

SEE PAGE 1

<table>
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<tr>
<th>CARRIER</th>
<th>NAIC CODE</th>
<th>EFFECTIVE DATE</th>
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<tbody>
<tr>
<td>SEE P 1</td>
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</table>

**ADDITIONAL REMARKS**

This additional remarks form is a schedule to ACORD form.

**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Excess Liability follows General Liability only.

Owner(s) excluded from Workers' Compensation coverage. Workers' Compensation Waiver of Subrogation applies per attached endorsement.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s)</th>
<th>Location And Description Of Completed Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANY PERSON OR ORGANIZATION WITH WHOM THE INSURED HAS AGREED BY WRITTEN CONTRACT TO PERFORM SERVICES WITHIN THE TERMS AND CONDITIONS OF THIS POLICY TO WHICH THIS FORM IS ATTACHED.</td>
<td>LOCATIONS AS REQUIRED AND SPECIFIED BY WRITTEN CONTRACT FOR COMMERCIAL WORK OR RESIDENTIAL REMODELING ONLY. RESIDENTIAL &quot;NEW CONSTRUCTION&quot;, INCLUDING ANY SINGLE FAMILY DWELLINGS, DUPLEXES, THREE AND FOUR FAMILY DWELLINGS, TOWNHOMES OR CONDOMINIUMS IS EXCLUDED ALONG WITH ANY APPURTENANCES AT SUCH PROPERTIES INCLUDING CLUBHOUSES, DETACHED GARAGES, DETACHED BUILDINGS AND SWIMMING POOLS. &quot;NEW CONSTRUCTION&quot; MEANS OPERATIONS THAT INVOLVE THE ORIGINAL CONSTRUCTION OF A BUILDING OR BUILDING UNIT.</td>
</tr>
</tbody>
</table>

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
   1. Your acts or omissions; or
   2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:
   1. Only applies to the extent permitted by law; and
   2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person’s or organization’s status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   b. Supervisory, inspection, architectural or engineering activities.

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

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

b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:
The most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.
This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
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 FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<table>
<thead>
<tr>
<th>Endorsement Number</th>
<th>Inception Date</th>
<th>Expiration Date</th>
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<tr>
<td>Endorsement Effective</td>
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<td>Policy Number</td>
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<td>CIP452022</td>
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<tr>
<td>Named Insured</td>
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<td>G A CONSTRUCTION</td>
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</tbody>
</table>

SCHEDULE

Name of Additional Person(s) or Organization(s): CITY OF INGLEWOOD
ONE MANCHESTER BLVD
INGLEWOOD, CA 90301

Location of Covered Operations: 400 W BEACH AVENUE, INGLEWOOD, CA 90302

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 the additional insured indicated in the Schedule 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.

Premium for this Endorsement: $250 [X] Fully Earned

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:
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.

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 we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Designated Construction Project(s):</th>
</tr>
</thead>
<tbody>
<tr>
<td>LOCATIONS AS REQUIRED BY SPECIFIC WRITTEN CONTRACT.</td>
</tr>
</tbody>
</table>

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

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.
THIS ENDORSMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

IL0017 COMMON POLICY CONDITIONS

ADDITIONAL INSURED CANCELLATION NOTICE

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<table>
<thead>
<tr>
<th>Endorsement Number</th>
<th>Inception Date</th>
<th>Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>10/24/2022</td>
<td>10/24/2023</td>
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</tbody>
</table>

Endorsement Effective: 11/22/2022
Policy Number: CIP452022

Named Insured: G A CONSTRUCTION

Designated Person, Organization or Entity:
CITY OF INGLEWOOD
ONE MANCHESTER BLVD
INGLEWOOD, CA 90301

If we cancel the policy we will mail written notice of cancellation to the designated person, organization or entity listed above at the address displayed giving the following number of days in advance of the date of cancellation but failure to do so shall impose no obligation or liability of any kind upon us, our agents, or our representatives.

A. 10 days before the effective date of cancellation for non-payment of premium; or
B. 30 days before the effective date of cancellation if we cancel for any other reason
**CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**
ROCK 10 INS SERVICE
PO BOX 15608, SAN DIEGO, CA 92175

**CONTACT**
NAME: Progressive Commercial Lines Customer and Agent Servicing
PHONE: 1-800-444-4497
EMAIL: progressivecommercial@email.progressive.com

**INSURED**
GA BUILDERS LLC DBA: GA CONSTRUCTION
8542 WAKEFIELD AVE
PANAROMA CITY, CA 91402

**INSURER(S) AFFORDING COVERAGE**

<table>
<thead>
<tr>
<th>INSURER A</th>
<th>United Financial Cas Co</th>
<th>NAIC #</th>
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<tbody>
<tr>
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<td>11770</td>
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**COVERAGES**

<table>
<thead>
<tr>
<th>INSR LTR</th>
<th>TYPE OF INSURANCE</th>
<th>ADD'L SUBSCR INSUR</th>
<th>WDV</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE: (MM/DD/YYYY)</th>
<th>POLICY EXPIRATION DATE: (MM/DD/YYYY)</th>
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<tbody>
<tr>
<td></td>
<td>COMMERCIAL GENERAL LIABILITY</td>
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<td></td>
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<td>05/16/2023</td>
<td>11/16/2023</td>
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<td>EACH OCCURRENCE</td>
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<td>DAMAGE TO TENDED</td>
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<td>PERMISES (EACH OCCURRENCE)</td>
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<td>MED EXP (Any one person)</td>
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<td>PERSONAL &amp; ADV INJURY</td>
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<td>GENL AGGREGATE LIMIT APPLIES PER:</td>
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<td>GENERAL AGGREGATE</td>
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<td>PRODUCTS - COMP/OP AGG</td>
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<td>AUTOMOBILE LIABILITY</td>
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<td>COMBINED SINGLE LIMIT (Each accident)</td>
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<td>BODILY INJURY (Per accident)</td>
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<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
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<td>E.L. EACH ACCIDENT</td>
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<td>E.L. DISEASE - EA EMPLOYEES</td>
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<td>E.L. DISEASE - POLICY LIMIT</td>
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</tbody>
</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101), Additional Remarks Schedule, may be attached if more space is required**

**CERTIFICATE HOLDER**

CITY OF INGLEWOOD
ONE MANCHESTER
INGLEWOOD, CA 90301

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]

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## Additional Coverages

<table>
<thead>
<tr>
<th>Insurance coverage(s)</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Uninsured/Underinsured Motorist</td>
<td>$2,000,000 Combined Single Limit</td>
</tr>
</tbody>
</table>

## Description of Location/Vehicles/Special Items

- Scheduled autos only
- 2011 TOYOTA TUNDRA 5TFEM5F13BX034306
- Uninsured Motorist Property Damage: $3,500
- Comprehensive: $500 Ded
- Roadside Assistance: Selected

Liability coverage may not apply to all scheduled vehicles.

## Additional Information

City of Inglewood is listed as an Additional Insured on this commercial auto policy.

This policy is primary and non-contributory as to City of Inglewood regardless of whether Holder is a named insured of any other policy.
Additional insured endorsement

Name of Person or Organization
City of Inglewood
One Manchester Blvd
Inglewood, CA. 90301

The person or organization named above is an insured with respect to such liability coverage as is afforded by the policy, but this insurance applies to said insured only as a person liable for the conduct of another insured and then only to the extent of that liability. We also agree with you that insurance provided by this endorsement will be primary for any power unit specifically described on the Declarations Page.

Limit of Liability

| Bodily Injury | each person/ | each accident |
| Property Damage | | |
| Combined Liability | $2,000,000 | each accident |

All other terms, limits and provisions of this policy remain unchanged.

This endorsement applies to Policy Number: 005002061

Issued to (Name of Insured): GA BUILDERS LLC GA CONSTRUCTION

Effective date of endorsement: 05/18/2023 Policy expiration date: 11/16/2023
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0.025% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

ANY PERSON OR ORGANIZATION AS REQUIRED BY WRITTEN CONTRACT

Job Description

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 08/30/2022

Insured: Aquino, Gerald (An Individual)

Policy No. CWC01106800

Insurance Company Clear Spring Property and Casualty Company

Endorsement No. 0
POLICY INFORMATION PAGE ENDORSEMENT

The following item(s)

☑ Insured’s Name (WC 89 06 01) ☐ Item 3.B. Limits (WC 89 06 12)
☐ Policy Number (WC 89 06 02) ☐ Item 3.C. States (WC 89 06 13)
☐ Effective Date (WC 89 06 03) ☐ Item 3.D. Endorsement Numbers (WC 89 06 14)
☐ Expiration Date (WC 89 06 04) ☐ Item 4. Class, Rate, Other (WC 89 04 15)
☐ Insured’s Mailing Address (WC 89 06 05) ☐ Interim Adjustment of Premium (WC 89 04 16)
☐ Experience Modification (WC 89 04 06) ☐ Carrier Servicing Office (WC 89 06 17)
☐ Producer’s Name (WC 89 06 07) ☐ Interstate/Intrastate Risk ID Number (WC 89 06 18)
☐ Change in Workplace of Insured (WC 89 06 08) ☐ Carrier Number (WC 89 06 19)
☑ Insured’s Legal Status (WC 89 06 10) ☐ Issuing Agency/Producer Office Address (WC 89 06 25)
☐ Item 3.A. States (WC 89 06 11)

is changed to read: Insured’s name is amended to read: GA Builders LLC.
FEIN is amended to read: 883762142.
Entity is amended to read: Limited Liability Company.
Officer coverage is amended as follows: Gerald Aquino - Excluded.

<table>
<thead>
<tr>
<th>First Name</th>
<th>Last Name</th>
<th>Title</th>
<th>Ownership %</th>
<th>State</th>
<th>Included/Excluded</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gerald</td>
<td>Aquino</td>
<td>Managing Member</td>
<td>100</td>
<td>CA</td>
<td>Excluded</td>
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</table>

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

The information below is required only when this endorsement is issued subsequent to preparation of the policy.

Endorsement Effective: 08/30/2022  Policy No.: CWC01106800  Endorsement No.: 1

Insured: GA Builders LLC
Insurance Company: Clear Spring Property and Casualty Company