

AGREEMENT BIBLIOGRAPHY

Agreement With:	Sully-Miller Contracting Company
Agreement Type:	Project No. 7234 – Valley View Reconstruction Project
Date Approved:	07 09 2013
Start Date:	08 12 2013
End Date:	02 28 2014
Contract Amount:	\$4,673,750
Comments:	Public Works/Engineering
Insurance Expiration:	04 01 2014
Date Archived:	Archived on 04/02/2014



CITY OF GARDEN GROVE OFFICE OF THE CITY CLERK

*Safeguard all official records of the City.
Conduct municipal elections and oversee legislative administration.
Provide reliable, accurate, and timely information to the
City Council, staff, and the general public.*

Bruce A. Broadwater
Mayor

Dina Nguyen
Mayor Pro Tem

Steven R. Jones
Council Member

Christopher V. Phan
Council Member

Kris Beard
Council Member

August 15, 2013


Sully-Miller Contracting Company
135 South State College Boulevard, Suite 400
Brea, California 92821

Attention: Mike Edwards, Vice President

Enclosed for your file is a copy of the Agreement by and between the City of Garden Grove and Sully-Miller Contracting Company for the Valley View Reconstruction Project No. 7234.

Sincerely,

Kathleen Bailor, CMC
City Clerk


By: Teresa Pomeroy, CMC
Deputy City Clerk

Enclosure

c: Finance Department
Finance Department/Purchasing
Public Works/Engineering

CONSTRUCTION AGREEMENT

SULLY-MILLER CONTRACTING COMPANY

THIS AGREEMENT is made this 9th day of July, 2013 by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and SULLY-MILLER CONTRACTING COMPANY hereinafter referred to as ("CONTRACTOR").

RECITALS:

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove City Council Authorization dated July 9, 2013.
2. CITY desires to utilize the services of CONTRACTOR to furnish material, equipment, and labor for the **VALLEY VIEW STREET RECONSTRUCTION, PROJECT NO. 7234**.
3. CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 5.1 General Conditions.** CONTRACTOR certifies and agrees that all the terms, conditions and obligations of the Contract Documents as hereinafter defined, the location of the job site, and the conditions under which the work is to be performed have been thoroughly reviewed, and enters into this Contract based upon CONTRACTOR'S investigation of all such matters and is in no way relying upon any opinions or representations of CITY. It is agreed that this Contract represents the entire agreement. It is further agreed that the Contract Documents including the Notice Inviting Bids, Special Instructions to Bidders, if any, and CONTRACTOR's Proposal, are incorporated in this Contract by reference, with the same force and effect as if the same were set forth at length herein, and that CONTRACTOR and its subcontractors, if any, will be and are bound by any and all of said Contract Documents insofar as they relate in any part or in any way, directly or indirectly, to the work covered by this Contract.

"Project" as used herein defines the entire scope of the work covered by all the Contract Documents. Anything mentioned in the Specifications and not indicated in the Plans, or indicated in the Plans and not mentioned in the Specifications, shall be of like effect as if indicated and mentioned in both. In case of discrepancy in the Plans or Specifications, the matter shall be immediately submitted to CITY's Engineer, without whose decision CONTRACTOR shall not adjust said discrepancy save only at CONTRACTOR'S own risk and expense. The decision of the Engineer shall be final.

- 5.2 Materials and Labor.** CONTRACTOR shall furnish, under the conditions expressed in the Plans and Specifications, at CONTRACTOR'S own expense, all labor and materials necessary, except such as are mentioned in the Specifications to be

furnished by the CITY, to construct and complete the project, in good workmanlike and substantial order.

If CONTRACTOR fails to pay for labor or materials when due, CITY may settle such claims by making demand upon the surety to this Agreement. In the event of the failure or refusal of the surety to satisfy said claims, CITY may settle them directly and deduct the amount of payments from the Contract price and any amounts due to CONTRACTOR. In the event CITY receives a stop notice from any laborer or material supplier alleging non-payment by CONTRACTOR, CITY shall be entitled to deduct all of its costs and expenses incurred relating thereto, including but not limited to administrative and legal fees.

5.3 Project. The PROJECT is described as: **VALLEY VIEW STREET RECONSTRUCTION, PROJECT NO. 7234.**

5.4 Plans and Specifications. The work to be done is shown in a set of detailed Plans and Specifications entitled: **VALLEY VIEW STREET RECONSTRUCTION, PROJECT NO. 7234.**

Said Plans and Specifications and any revision, amendments or addenda thereto are attached hereto and incorporated herein as part of this Contract and referred to by reference. The work to be done must also be in accordance with the General Provisions, Standard Specifications and Standard Plans of the CITY, which are also incorporated herein and referred to by, reference.

5.5 Commencement of the Work and Completion. The Contract time shall commence on the 15th calendar day following the Notice to Proceed issued by the CITY and shall be diligently prosecuted to complete each phase of work within **Thirty (30)** working days excluding delays caused or authorized by the CITY as set forth in Sections 5.7, 5.8 and 5.9 hereof.

The work on this contract shall commence in three (3) separate phases with three separate "Notices to Proceed." The CONTRACTOR shall not start work on next phase of work until the previous phase has been completed to the satisfaction of the Engineer. The CONTRACTOR shall diligently prosecute the work to completion for the six separate phases in the given order or unless otherwise approved by the Engineer as follows:

<u>Northbound:</u>	<u>Southbound:</u>
Phase I: from State Route 22 Freeway to Lampson Avenue	Phase IV: from North City Limits to Chapman Avenue
Phase II: from Lampson Avenue to Chapman Avenue	Phase V: from Chapman Avenue to Lampson Ave
Phase III: from Chapman Avenue to North City Limits	Phase VI: from Lampson Avenue to State Route 22 Freeway

5.6 Time is of the Essence. Time is of the essence of this Contract. As required by the Contract Documents, CONTRACTOR shall prepare and obtain approval of all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of CONTRACTOR'S work in conformance with an approved construction progress schedule. CONTRACTOR shall coordinate the work covered by this

Contract with that of all other contractors, subcontractors and of the CITY, in a manner that will facilitate the efficient completion of the entire work in accordance with Section 5.5 herein. CITY shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time or order in which the various portions of the work shall be installed or the priority of the work of other subcontractors, and, in general, all matters representing the timely and orderly conduct of the work of CONTRACTOR on the premises.

- 5.7 Excusable Delays.** CONTRACTOR shall be excused for any delay in the prosecution or completion of the Project caused by acts of God; inclement weather; damages caused by fire or other casualty for which CONTRACTOR is not responsible; any act, neglect or default of CITY; failure of CITY to make timely payments to CONTRACTOR; late delivery of materials required by this CONTRACT to be furnished by CITY; combined action of the workers in no way caused by or resulting from default or collusion on the part of CONTRACTOR; a lockout by CITY; or any other delays unforeseen by CONTRACTOR and beyond CONTRACTOR'S reasonable control.

CITY shall extend the time fixed in Section 5.5 herein for completion of the Project by the number of days CONTRACTOR has thus been delayed, provided that CONTRACTOR presents a written request to CITY for such time extension within fifteen (15) days of the commencement of such delay and CITY finds that the delay is justified. CITY'S decision will be conclusive on the parties to this Contract. Failure to file such request within the time allowed shall be deemed a waiver of the claim by CONTRACTOR.

No claims by CONTRACTOR for additional compensation or damages for delays will be allowed unless CONTRACTOR satisfies CITY that such delays were unavoidable and not the result of any action or inaction of CONTRACTOR and that CONTRACTOR took all available measures to mitigate such damages. Extensions of time and extra compensation as a result of incurring undisclosed utilities would be determined in accordance with Section 9-103A of the California Department of Transportation Standard Specifications dated May 2006. The CITY'S decision will be conclusive on all parties to this Contract.

- 5.8 Extra Work.** The Contract price includes compensation for all work performed by CONTRACTOR, unless CONTRACTOR obtains a written change order signed by a designated representative of CITY specifying the exact nature of the extra work and the amount of extra compensation to be paid all as more particularly set forth in Section 5.9 hereof.

CITY shall extend the time fixed in Section 5.5 for completion of the Project by the number of days reasonably required for CONTRACTOR to perform the extra work, as determined by CITY'S Engineer. The decision of the Engineer shall be final.

- 5.9 Changes in Project.**

5.9.1 CITY may at any time, without notice to any surety, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract, including but not limited to changes:

- a. In the Specifications (including drawings and designs);

- b. In the time, method or manner of performance of the work;
- c. In the CITY-furnished facilities, equipment, materials, services or site; or
- d. Directing acceleration in the performance of the work.

- 5.9.2** A change order shall also be any other written order (including direction, instruction, interpretation or determination) from the CITY which causes any change, provided CONTRACTOR gives the CITY written notice stating the date, circumstances and source of the order and that CONTRACTOR regards the order as a change order.
- 5.9.3** Except as provided in this Section 5.9, no order, statement or conduct of the CITY or its representatives shall be treated as a change under this Section 5.9 or entitle CONTRACTOR to an equitable adjustment. Said written change order shall be delivered to the City via certified mail.
- 5.9.4** If any change under this Section 5.9 causes an increase or decrease in CONTRACTOR'S actual, direct cost or the time required to perform any part of the work under this Contract, whether or not changed by any order, the CITY shall make an equitable adjustment and modify the Contract in writing. Except for claims based on defective specifications, no claim for any change under paragraph (5.9.2) above shall be allowed for any costs incurred more than 20 days before the CONTRACTOR gives written notice as required in paragraph (5.9.2). In the case of defective specifications for which the CITY is responsible, the equitable adjustment shall include any increased direct cost CONTRACTOR reasonably incurred in attempting to comply with those defective specifications.
- 5.9.5** If CONTRACTOR intends to assert a claim for an equitable adjustment under this Section 5.9, it must, within thirty (30) days after receipt of a written change order under paragraph (5.9.1) or the furnishing of a written notice under paragraph (5.9.2), submit a written statement to the CITY setting forth the general nature and monetary extent of such claim. The CITY may extend the 30-day period. CONTRACTOR may include the statement of claim in the notice under paragraph (5.9.2) of this Section 5.9.
- 5.9.6** No claim by CONTRACTOR for an equitable adjustment shall be allowed if made after final payment under this Agreement.
- 5.9.7** CONTRACTOR hereby agrees to make all changes, furnish the materials, and perform the work that CITY may require without nullifying this Contract. CONTRACTOR shall adhere strictly to the Plans and Specifications unless the CITY therefrom authorizes a change in writing. Under no condition shall CONTRACTOR make any changes to the Project, either in additions or deductions, without the written order of the CITY and the CITY shall not pay for any extra charges made by CONTRACTOR that have not been agreed upon in advance in writing by the CITY. CONTRACTOR shall submit immediately to the CITY written copies of its firm's cost or credit proposal for change in the work. Disputed work shall be performed as ordered in writing by the CITY and the proper cost or credit breakdowns therefore shall be submitted without delay by CONTRACTOR to CITY.

5.10 Liquidated Damages for Delay. The parties agree that if the total work called for under this Contract, in all parts and requirements, is not completed within the time specified in Section 5.5 herein, plus the allowance made for delays or extensions authorized under Sections 5.7, 5.8 and 5.9 herein, the CITY will sustain damage which would be extremely difficult and impractical to ascertain. The parties therefore agree that CONTRACTOR will pay to CITY the sum of three thousand one hundred dollars (\$3,100.00) per day for each calendar day during which completion of the Project is so delayed. CONTRACTOR agrees to pay such liquidated damages and further agrees that CITY may offset the amount of liquidated damages from any monies due or that may become due CONTRACTOR under the Contract.

5.11 Contract Price and Method of Payment. CITY agrees to pay and the CONTRACTOR agrees to accept as full consideration for the faithful performance of this Contract, subject to any subsequent additions or deductions as provided in approved change orders, the sum of **Four Million six Hundred and Seventy Three Thousand Seven hundred and Fifty Dollars and No Cents (\$ 4,673,750.00)** as itemized in the bid proposal.

Progress payments shall be made to the CONTRACTOR per month for each successive month as the work progresses. The CONTRACTOR shall be paid such sum as will bring the total payments received since the commencement of the work up to ninety percent (90%) of the value of the work completed, less all previous payments, provided that the CONTRACTOR submits the request for payment in writing prior to the end of the day required to meet the payment schedule. The CITY will retain ten percent (10%) of the amount of each such progress estimate and material cost until 30 days after the recordation of the Notice of Completion.

It is the prime contractor's responsibility to pay his subcontractors and suppliers on a monthly basis regardless of prime contractor submitting his progress invoice in writing to the City.

Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by the CITY'S Engineer, stating that the work for which payment is demanded has been performed in accordance with the terms of the Contract. Partial payments of the Contract price shall not be considered as an acceptance of any part of the work.

5.12 Substitution of Securities in Lieu of Retention of Funds. Pursuant to California Public Works Contract Code § 22300, the CONTRACTOR will be entitled to post approved securities with the CITY or an approved financial institution in order to have the CITY release funds retained by the CITY to ensure performance of the Contract. CONTRACTOR shall be required to execute an addendum to this Contract together with escrow instructions and any other documents in order to effect this substitution.

5.13 Completion. Within 10 days after the contract completion date of the Project, CONTRACTOR shall file with the CITY'S Engineer its affidavit stating that all workers and persons employed, all firms supplying materials, and all subcontractors upon the Project have been paid in full, and that there are no claims outstanding against the Project for either labor or material, except those certain items, if any, to be set forth in an affidavit covering disputed claims, or items in connection with Stop Notices which have been filed under the provisions of the statutes of the State of California. CITY may require affidavits or certificates of payment and/or releases from any subcontractor, laborer or material supplier.

5.14 Contractor's Employees Compensation

- 5.14.1 General Prevailing Rate.** CITY has ascertained from the State of California Director of Industrial Relations, the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime work in the locality in which the work is to be performed for each craft or type of work needed to execute this Contract, and copies of the same are on file in the Office of the City Engineer. The CONTRACTOR agrees that not less than said prevailing rates shall be paid to workers employed on this public works contract as required by Labor Code Section 1774 of the State of California.
- 5.14.2 Forfeiture for Violation.** CONTRACTOR shall, as a penalty to the CITY, forfeit one hundred dollars (\$100.00) for each calendar day or portion thereof for each worker paid (either by the CONTRACTOR or any subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with Sections 1770-1780 of the California Labor Code for the work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.
- 5.14.3 Travel and Subsistence Pay.** Section 1773.8 of the Labor Code of the State of California, regarding the payment of travel and subsistence payments, is applicable to this Contract and CONTRACTOR shall comply therewith.
- 5.14.4 Apprentices.** Section 1777.5, 1777.6 and 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices is applicable to this Contract and the CONTRACTOR shall comply therewith if the prime contract involves thirty thousand dollars (\$30,000.00) or more or twenty (20) working days, or more; or if contracts of specialty contractors not bidding for work through the general or prime contractor are two thousand dollars (\$2,000.00) or more for five (5) working days or more.
- 5.14.5 Workday.** In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in paragraph (5.14.2) above. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq.) of the Labor Code of the State of California and shall forfeit to the CITY as a penalty, the sum of twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one week in violation of said Article. CONTRACTOR shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Project.
- 5.14.6 Record of Wages: Inspection.** CONTRACTOR agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight-time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with the Project and agrees to require that each of its subcontractors does the same. The applicable contractor or subcontractor or its agent having authority over such matters shall

certify all payroll records as accurate. CONTRACTOR further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all of the provisions of Labor Code Section 1776, in general. The contractor shall submit copies of certified payroll reports every week to the Engineer. *If the certified payroll reports are not submitted, the contractor will be notified that compliance is required within five (5) working days or contract work must cease. The City will not be responsible for any delay or acceleration charges or any incurred costs or damages as a result of the work stoppage due to contractor's failure to comply.* Work shall be cease in an orderly, safe fashion with all vehicle access restored, should this not accrue, City will correct the deficiencies and deduct the cost from funds due to the contractor. In addition, no progress payment will be made until the copies of certified payroll reports are submitted.

5.15 Surety Bonds. CONTRACTOR shall, upon entering into performance of this Agreement, furnish bonds in the amount of one hundred percent (100%) of the Contract price bid, to guarantee the faithful performance of the work, and the other in the amount of one hundred percent (100%) of the Contract price bid to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the CITY.

5.16 Insurance.

5.16.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.

5.16.2 WORKERS COMPENSATION INSURANCE. For the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, engineers, consultants, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY.

5.16.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:

- (a) Commercial general liability in an amount not less than \$5,000,000 per occurrence; (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

- (b) Automobile liability in an amount not less than \$1,000,000 combined single limit; and including mobile equipment, if applicable; **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (c) Follows form Excess liability coverage shall be provided for any underlying policy that does not meet the insurance requirements set forth herein. **(claims made and modified occurrence policies are not acceptable)** Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 5.16.3 (a) shall designate CITY, its officers, officials, employees, agents, engineers, consultants, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 5.16.3 (b) shall designate CITY, its officers, officials, employees, agents, engineers, consultants, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR, and including mobile equipment, if applicable. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

In the event any of CONTRACTOR'S underlying policies do not meet policy limits within the insurance requirements, CONTRACTOR shall provide a follows form excess liability policy under 5.16.3 (c). CONTRACTOR shall provide the schedule of underlying policies for the excess liability policy, state that the excess policy follows form on the insurance certificate, and provide an additional insured endorsement for the excess liability policy designating CITY, its officers, officials, employees, agents, engineers, consultants, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, engineers, consultants, and volunteers

for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees as determined by CITY. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, engineers, consultants, or volunteers, for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR

CITY or its representatives shall at all times have the right to inspect and receive the original or a certified copy of all said policies of insurance, including certificates. CONTRACTOR shall pay the premiums on the insurance hereinabove required.

- 5.17 Risk and Indemnification.** All work covered by this Contract done at the site of construction or in preparing or delivering materials to the site shall be at the risk of CONTRACTOR alone. CONTRACTOR agrees to save, indemnify and keep CITY, its Officers, Agents, Employees, Engineers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their directors, Officers, Agents and Employees harmless against any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (CONTRACTOR'S employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by CONTRACTOR, save and except claims or litigation arising through the sole negligence or sole willful misconduct of CITY and will make good to reimburse CITY for any expenditures, including reasonable attorneys' fees CITY may incur by reason of such matters, and if requested by CITY, will defend any such suits at the sole cost and expense of CONTRACTOR.

5.18 Termination.

- 5.18.1** This Contract may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONTRACTOR is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination. Termination of contract shall conform to Section 8 of the California, Department of Transportation Standard Specifications.
- 5.18.2** If termination for default or convenience is effected by the CITY, an equitable adjustment in the price provided for in this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR'S default. The equitable adjustment for any termination shall provide for payment to the CONTRACTOR for services rendered and expenses incurred in accordance with Section 8 of the California, Department of Transportation Standard Specifications.

5.18.3 Upon receipt of a termination action under paragraph (5.18.1) or (5.18.2) above, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Contract whether completed or in process.

5.18.4 Upon termination under paragraphs (5.18.1) and (5.18.2) above, the CITY may take over the work and may award another party an agreement to complete the work under this Contract.

5.19 **Warranty.** The CONTRACTOR agrees to perform all work under this Contract in accordance with the CITY'S designs, drawings and specifications.

The CONTRACTOR guarantees for a period of one (1) year from the date of the notice of completion of the work that the completed work is free from all defects due to faulty materials, equipment or workmanship and that he shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs or any damage to other parts of the system resulting from such defects. The CITY shall promptly give notice to the CONTRACTOR of observed defects. In the event that the CONTRACTOR fails to make adjustments, repairs, corrections or other work made necessary by such defects, the CITY may do so and charge the CONTRACTOR the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.

The CONTRACTOR'S obligations under this clause are in addition to the CONTRACTOR'S other express or implied assurances of this Contract or state law and in no way diminish any other rights that the CITY may have against the CONTRACTOR for faulty materials, equipment or work.

5.20 **Attorneys' Fees.** If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, each party shall be responsible for their own attorneys' fees, costs and necessary expenses. If any action is brought against the CONTRACTOR or any subcontractor to enforce a Stop Notice or Notice to Withhold, which named the CITY as a party to said action, the CITY shall be entitled to all attorneys' fees, costs and necessary disbursements arising out of the defense of such action by the CITY. The CITY shall be entitled to deduct its costs for any Stop Notice filed, whether court action is involved or not.

5.21 **Notices.** Any notice required or permitted under this Contract may be given by ordinary mail at the address set forth below. Any party whose address changes shall notify the other party in writing.

To CITY:

*City of Garden Grove.
Public Works Department
Attention: Navin Maru
11222 Acacia Parkway
Garden Grove, CA 92842
(714) 741-5180
(714) 741-5578 Fax*

TO CONTRACTOR:

*Sully-Miller Contracting Company
135 S. State College Blvd, Suite 400
Brea, CA 92821
(714) 578 - 9600
(714) 578 - 9672 Fax*

IN WITNESS THEREOF, these parties have executed this Construction Agreement on the day and year shown below.

Date: 8-15-13

"CITY"
CITY OF GARDEN GROVE

By: 
Matthew J. Feral
City Manager

ATTEST:

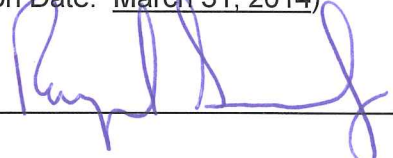

City Clerk

Date: August 15, 2013

"CONTRACTOR"

Sully-Miller Contracting Company.

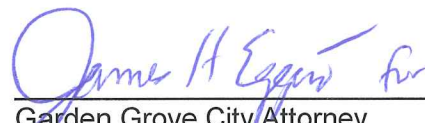
CONTRACTOR'S State License No. 747612
(Expiration Date: March 31, 2014)

By: 

Title: RAYMOND SANCHEZ, ASSISTANT SECRETARY

Date: AUGUST 8, 2013

APPROVED AS TO FORM:


Garden Grove City Attorney
Date 8-15-13

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF ORANGE



On August 12, 2013 before me, M. Sykes, personally appeared Raymond Sanchez

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



Notary Seal

Signature

M. Sykes
M. Sykes, Notary Public

OPTIONAL

Description of Attached Document

Title or Type of Document: Revised Construction Agreement

Document Date: August 8, 2013 Number of Pages: 1

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s):

Signer's Name Raymond Sanchez

Signer's Name _____

☐ Individual

☐ Individual

☒ Corporate Officer – Title(s) Assistant Secretary

☐ Corporate Officer – Title(s) _____

☐ Partner – Limited/General _____

☐ Partner – Limited/General _____

☐ Attorney In Fact

☐ Attorney In Fact

☐ Trustee

☐ Trustee

☐ Guardian or Conservator

☐ Guardian or Conservator

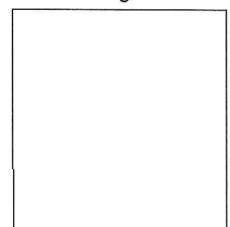
☐ Other

☐ Other

Right Thumbprint
of Signer



Right Thumbprint
of Signer



Signer is Representing: SULLY-MILLER CONTRACTING COMPANY

CERTIFICATE OF INCUMBENCY AND RESOLUTION

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

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

<u>TITLE</u>	<u>NAME</u>
Chairman of the Board	Gordon R. Crawley
President	David Martinez
Vice President, Chief Financial Officer and Treasurer	Timothy P. Orchard
Vice President and Assistant Secretary	Michael Edwards
Vice President	Scott Bottomley
Secretary	Anthony L. Martino II
Assistant Secretary	George Aldrich
Assistant Secretary	Raymond Sanchez
Assistant Secretary	Dennis Gansen

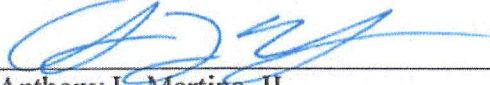
I further certify that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said Company at a meeting held on February 15, 2012, and that this resolution has not been in any way rescinded, annulled, or revoked but the same is still in full force and effect:

"BID TENDERS: GENERAL

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 23rd day of April 2012.

(SEAL)



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

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED, ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMITS/LIMITS NOT LISTED BELOW

This is to Certify that

Sully-Miller Contracting Company

135 S. STATE COLLEGE BLVD., STE. 400

BREA

CA 92821

NAME AND
ADDRESS OF
INSURED



**Liberty
Mutual**

Tom Walsh
714-578-9509
714-720-3718
Cell
+twalsh@
Sully-miller.
com

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE <input type="checkbox"/> CONTINUOUS <input type="checkbox"/> EXTENDED <input checked="" type="checkbox"/> POLICY TERM	POLICY NUMBER	LIMIT OF LIABILITY	
WORKERS COMPENSATION	4/1/2014	WC7-631-004125-653	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: CA,NV,AZ,ID,MT,OR ,UT,ND,CO,NM,OH, SD	EMPLOYERS LIABILITY Bodily Injury by Accident \$2,000,000 Each Accident Bodily Injury by Disease \$2,000,000 Policy Limit Bodily Injury by Disease \$2,000,000 Each Person
COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	4/1/2014 RETRO DATE	TB2-631-004125-663	General Aggregate Products / Complete Operations Aggregate Each Occurrence Personal & Advertising Injury Other Includes Per Job Aggregate "XCU" Coverages	\$3,000,000 \$3,000,000 \$2,000,000 \$2,000,000 Per Person / Organization Other Damages to Premises: \$100,000 and Medical Payments: \$10,000
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	4/1/2014	AS2-631-004125-673	\$2,000,000	Each Accident -- Single Limit B.I. And P.D. Combined Each Person Each Accident or Occurrence Each Accident or Occurrence
OTHER RE: Valley View Street Reconstruction Project / City Project 7234 / Federal Project HSIPL - 5328(066) Job # 10150964 1306				
ADDITIONAL COMMENTS Added as additional insureds per endorsement attached. The City of Garden Grove, its officers, officials, employees, agents, engineers, consultants, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents and employees, as determined by the City is/are additional insured with regards to general liability as their interests may appear where required by written contract.				

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.)
BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE
INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE
OF SUCH CANCELLATION HAS BEEN MAILED TO:

Certificate
Holder

Attn: Navin Maru
City of Garden Grove
Public Works Department
11222 Acacia Parkway

Garden Grove CA 92842

Liberty Mutual
Insurance Group

Carmen Ayala

AUTHORIZED REPRESENTATIVE

New York / 0202

114 West 47th St.

New York NY 10036

212-391-7500

7/12/2013

OFFICE

PHONE

DATE ISSUED

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies

NM 772

A, XV (L)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of Garden Grove, its officers, officials, employees, agents, engineers, consultants, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY	As required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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

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

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

TB2-631-004125-663 ✓

Audit Basis

Issued To

Countersigned by

Dana D. Shuttles

Authorized Representative

Issued
dc 8/5/2013

Sales Office and No.

End. Serial No.

✓ 8-7-13

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
City of Garden Grove, its officers, officials, employees, agents, engineers, consultants, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY	As required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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".

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

TB2-631-004125-663 ✓

Audit Basis

Issued To

Countersigned by

Dana D. Spitters

Authorized Representative

Issued

dc 8/5/2013

Sales Office and No.

End. Serial No.

Policy Number: TB2-631-004125-663 ✓
Issued by: Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY – SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

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

Schedule

Person or Organization:

City of Garden Grove, its officers, officials,
employees, agents, engineers, consultants, and
volunteers for this contract and all public agencies
from whom permits will be obtained and their
directors, officers, agents, and employees, as
determined by the CITY

As required by written contract

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person or organization shown in the Schedule that is an additional insured on this policy, this policy will apply solely on the basis required by such written agreement. If the applicable written agreement does not specify on what basis the liability insurance will apply, this insurance shall be excess over any other valid and collectible insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis. Condition 4 Other Insurance of Section IV is revised accordingly.

Dana D. Shuttles

Policy Number: AS2-631-004125-673 ✓
Issued by: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

City of Garden Grove, its officers, officials, employees, agents, engineers, consultants, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY

Regarding Designated Contract or Project:

As required by written contract

Effective 07/12/2013

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the Other Insurance Condition:

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

Dana D. Shuttles

**WAIVER OF OUR RIGHT TO RECOVER OF 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
Compensation premium otherwise due on such remuneration

% of the California workers

SCHEDULE

Name of Person or Organization

Where required by contract or
written agreement

Job Description

All Operations of the Named Insured.

This endorsement is executed by the Liberty Insurance Corporation

21814

Premium \$

Effective Date 4/1/2013

Expiration Date 4/1/2014

For attachment to Policy No.

WC7-631-004125-653 ✓

Countersigned by

Carmen Ayala

Authorized Representative

End. Serial No.

Job # 10150964

1306

WC 04 03 06
Page 1 of 1
ED: 4/1984

Reviewed and approved as to insurance language
and/or requirements.

Heidi M. Jay
Risk Management

8-10-13



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
07/12/2013

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Willis of New York, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191 <i>Lee Sher Lee.Sher@liberty mutual.com</i>		CONTACT NAME: PHONE (A/C, NO, EXT): 877-945-7378 FAX (A/C, NO): 888-467-2378 E-MAIL: certificates@willis.com ADDRESS: certificates@willis.com	
INSURED Sully-Miller Contracting Company 135 S. State College Blvd., Suite 400 Brea, CA 92821 <i>Tom Walsh 714-578-9509 tom.walsh@sully-miller.com twalsh@sully-miller.com Direct.</i>		INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Fire Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC# 23035-001	

COVERAGES

CERTIFICATE NUMBER: 20111587

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		Y	TL2631510040823	5/1/2013	4/1/2014	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

Re: Valley View Street Reconstruction / City Project 7234 / Federal Project HSIPL-5328(066)

Job #10150964

City of Garden Grove, its officers, officials, employees, agents and volunteers are included as Additional Insureds as respects to Umbrella Liability.

CERTIFICATE HOLDER**CANCELLATION**

City of Garden Grove Attn: Navin Maru, Public Works Department 11222 Acacia Parkway Garden Grove, CA 92842	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 <i>Navin Maru</i>

Navin Maru
8-6-13
Risk Management

Item 3. Underlying Insurance	Underlying Policies	Limits of Liability
Underlying Insurers	Policy Number and Type	
Liberty Mutual Fire Insurance Company	General Liability TB2-631-004090-023 TB2-631-004090-603 TB2-631-004090-873 TB2-631-004125-663 ✓ TB2-631-509718-533 TB2-631-004125-693 TB2-631-004125-723 TB2-631-004125-783 TB2-631-004202-583	\$ 2,000,000 Each Occurrence \$ 3,000,000 Prod. & C.O. Aggregate \$ 3,000,000 General Aggregate \$ 2,000,000 Pers & Adv Injury Limit

For attachment to: TL2-631-510040-823 ✓

✓ 8-6-13

Zimbra

heidij@ci.garden-grove.ca.us

RE: Insurance needed for Sully-Miller Contracting Inc. - Valley View Street Reconstruction Project No. 7234 DUE MONDAY 8/5/13

From : Lee Sher <LEE.SHER@libertymutual.com>

Mon, Aug 05, 2013 08:09 AM

Subject : RE: Insurance needed for Sully-Miller Contracting Inc. - Valley View Street Reconstruction Project No. 7234 DUE MONDAY 8/5/13 1 attachment**To :** Tom WALSH (SBREA) <Tom.Walsh@Sully-Miller.com>, Julie NELSON (SBREA) <Julie.Nelson@Sully-Miller.com>, Michelle SYKES (SBREA) <Michelle.Sykes@Sully-Miller.com>**Cc :** heidij@ci.garden-grove.ca.us, Drew Papandrea <DREW.PAPANDREA@libertymutual.com>, Dennis GANSEN (SBREA) <Dennis.Gansen@Sully-Miller.com>, Toni Moreschi <Toni.Moreschi@libertymutual.com>

Good morning Tom,

These requests are all in process as of now and we should have them for you by the end of the day.

1-3 are in process.

#4 – The underlying policies for the TL includes all of Colas' policies;

Colas - TB2-631-004090-023

Delta – TB2-631-004090-603

Simon – TB2-631-004090-873

Sully-Miller – TB2-631-509718-533

Sully-Miller – TB2-631-004125-663

HRI – TB2-631-004125-693

Branscome – TB2-631-004125-723

Reeves – TB2-631-004125-783

Colaska – TB2-631-004202-583

#5 in process

#6 – For the excess GL policy, because it is a follow form policy, all additional insureds covered by the primary GL are automatically covered by the excess. At this point, we will not endorse the excess GL policy with the City of Garden Grove. The city should not need this.

✓
~~8-6-13~~

Let me know if you have any questions.

Thanks,
Lee

From: WALSH, Tom (SBREA) [mailto:Tom.Walsh@Sully-Miller.com]

Sent: Friday, August 02, 2013 7:25 PM
To: NELSON, Julie (SBREA); SYKES, Michelle (SBREA)
Cc: heidij@ci.garden-grove.ca.us; Sher, Lee; Papandrea, Drew; GANSEN, Dennis (SBREA)
Subject: FW: Insurance needed for Sully-Miller Contracting Inc. - Valley View Street Reconstruction Project No. 7234 DUE MONDAY 8/5/13
Importance: High

Michelle and Julie,
Do you folks know about this? I just got this a few minutes ago. Please advise.

Drew,
Please start working on this as there is an extremely short turn around on the corrections.

Heidi,
We will try our bests for you but no promises....Sorry, but hard to do much at this time of day on a Friday. New York is long gone for the weekend.

Thomas P. Walsh, Risk Manager
Sully-Miller Contracting Co.
135 S. State College Blvd., Suite 400
Brea, CA 92821
twalsh@sully-miller.com or tom.walsh@sully-miller.com

714-578-9509 direct
714-578-9600 general
714-449-2294 fax
714-720-3718 cell

www.sully-miller.com



SULLY-MILLER
CONTRACTING CO.

From: Heidi Janz [<mailto:heidij@ci.garden-grove.ca.us>]
Sent: Friday, August 02, 2013 4:10 PM
To: WALSH, Tom (SBREA)
Cc: heidij@garden-grove.org
Subject: Insurance needed for Sully-Miller Contracting Inc. - Valley View Street Reconstruction Project No. 7234

Hi Tom,

How are you? I hope this e-mail finds you well.

I received the insurance information sent over for the **Valley View Street Reconstruction Project No. 7234**. There are some revisions I need on some of the endorsements, and there's some information I didn't receive. Would you please send over the following information:

1. Revised on-going operations endorsement designating the **"City of Garden Grove, its officers, officials, employees, agents, engineers, consultants, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY,"** as additional insureds. (I can also accept a blanket statement such as, as per contract.) I also need the CG 20 10 **signed** since it was issued after the policy inception.
2. Revised completed operations endorsement designating the **"City of Garden Grove, its officers, officials, employees, agents, engineers, consultants, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY,"** as additional insureds. (I can also accept a blanket statement such as, as per contract.) I also need the CG 20 37 **signed** since it was issued after the policy inception.
3. **Primary/non-contributory** endorsement for the general liability and auto liability policies.
4. **Schedule of underlying policies** for the excess liability policy.
5. Revised insurance certificate showing the excess policy is a follows form policy to the underlying policies.
6. **Additional insured endorsement** for the **excess liability** policy designating the **"City of Garden Grove, its officers, officials, employees, agents, engineers, consultants, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY,"** as additional insureds. (I can also accept a blanket statement such as, as per contract.)

Please call me if you have any questions. My direct line is 714-741-5019. I would appreciate anything you can do to help get the insurance quickly. I need to have the file signed off by Tuesday, 8/6/13 so the work can begin ASAP.

Thanks, Tom.

Heidi

**Heidi Janz
Risk Management
City of Garden Grove
P.O. Box 3070
Garden Grove, CA 92842-3070**

Phone: 714-741-5019

Fax: 714-741-5205

E-mail: heidij@garden-grove.org

Certificate E-mail: insurance@ci.garden-grove.ca.us



SULLY-MILLER
CONTRACTING CO.

image001.jpg

4 KB

Notice to Oblige: At all times herein stated, any and all references to "Surety" shall incorporate "Co Surety"

FAITHFUL PERFORMANCE BOND

Bond No. 09098591/014064905

Premium \$18,096.00

NOTICE: TO WHOM IT MAY CONCERN: those we, Sully-Miller Contracting Company,
as Principal, and Fidelity and Deposit Company of Maryland/Liberty Mutual Insurance Company Atty
as Surety, are held and firmly bound unto the City of Garden Grove, (CITY) in the sum of Four Million Six Hundred Seventy Three Thousand Seven Hundred Fifty and 00/100 (\$4,673,750.00) ✓
Lawful money of the United States, for the payment of which we bind heirs, our executors,
administrators, successors, and ourselves jointly and severally.

300 Interpace Parkway, Morris Corp I, Building B/C, Parsippany, NJ 07054

That the Surety's office is located at 8044 Montgomery Road, Suite 150E, Cincinnati, OH 45236,
telephone no. (973) 394-5133*; the Surety is licensed to do business in the State of California; and the
California Insurance Agent's License No., address, and telephone no. are as follows:

License No.: 0371719
Address: 18101 Von Karman Ave., Ste 600, Irvine, CA 92612
Telephone No.: (949)885-1200

That the following clause must be completed if, in fact, a non-resident agent for the Surety is a
party to the transaction:

Name of non-resident agent: N/A
Non-resident agent's office address: _____
Telephone No.: _____

THE CONDITION OF THIS OBLIGATION IS SUCH, that:

1. The Principal has agreed entered into a contract attached hereto, dated the 9th day of July, 2013, with the CITY OF GARDEN GROVE for **VALLEY VIEW STREET RECONSTRUCTION, PROJECT NO. 7234.**
2. If the Principal shall well and truly perform, or cause to be performed, each and all of the requirements and obligations of the contract to be performed by the Principal, as set forth in the contract, then this bond shall be null and void; otherwise, it shall remain in full force and effect. In the event that suit is instituted to recover on this bond, the Surety will pay reasonable attorneys' fees.
3. Further, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the contract documents or of work performed shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration, or modification of the contract documents, or of work to be performed.

* (800)759-0559

FAITHFUL PERFORMANCE BOND (Continues)

Executed this 17th day of July, 2013

Sully-Miller Contracting Company

Principal

RAYMOND SANCHEZ Principal ASSISTANT SECRETARY

By: Fidelity and Deposit Company of Maryland/
Liberty Mutual Insurance Company

Surety

By: Victoria M Campbell

Attorney-in-Fact

Victoria M. Campbell

California Resident Agent

By: _____

Non-resident Agent - Attorney-in-Fact

STATE OF CALIFORNIA)

See Attached

COUNTY OF _____) ss.

On this _____ day of _____, 20____, before me, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared _____, known to me to be the Attorney-in-Fact of the _____, of

(Corporation)

_____, and acknowledged that it executed the attached bond to the _____ (State)

City of Garden Grove as such Attorney-in-Fact and as the free act and deed of the corporation, and that the bond was executed on behalf of the corporation by authority of its Board of Directors.

IN WITNESS WHEREOF, I have herewith set my hand and affixed my Official Seal, the day and year in this certificate first above written.

(Acknowledgment by Non-resident Agent as Attorney-in-Fact must be attached.)

Notary Public in and for said County and State
My Commission expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF ORANGE



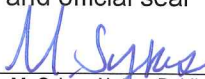
On July 19, 2013 before me, M. Sykes, personally appeared Raymond Sanchez

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


M. Sykes, Notary Public



Notary Seal

OPTIONAL

Description of Attached Document

Title or Type of Document: Faithful Performance Bond

Document Date: July 17, 2013 Number of Pages: 1

Signer(s) Other Than Named Above: Victoria M. Campbell, Attorney-in-Fact

Capacity(ies) Claimed by Signer(s):

Signer's Name Raymond Sanchez

Signer's Name _____

☐ Individual

☐ Individual

☒ Corporate Officer – Title(s) Assistant Secretary

☐ Corporate Officer – Title(s) _____

☐ Partner – Limited/General _____

☐ Partner – Limited/General _____

☐ Attorney In Fact

☐ Attorney In Fact

☐ Trustee

☐ Trustee

☐ Guardian or Conservator

☐ Guardian or Conservator

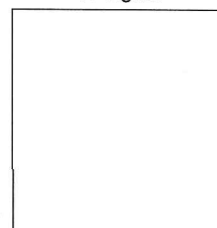
☐ Other

☐ Other

Right Thumbprint
of Signer



Right Thumbprint
of Signer



Signer is Representing: SULLY-MILLER CONTRACTING COMPANY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

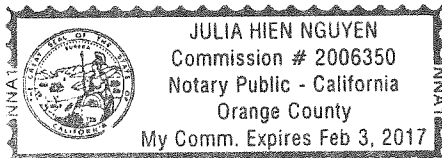
State of California

County of Orange

On JUL 17 2013 before me, Julia Hien Nguyen, Notary Public,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Victoria M Campbell, who
proved to me on the basis of satisfactory evidence to be the person(s) whose names (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.

Julia
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

☒ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

JUL 17 2013

DATE OF DOCUMENT

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

Fidelity and Deposit Company of Maryland
Liberty Mutual Insurance Company

SIGNER(S) OTHER THAN NAMED ABOVE

Notice to Oblige: At all times herein stated, any and all references to "Surety" shall incorporate "Co Surety"

LABOR AND MATERIAL BOND

Bond No. 09098591/014064905

Premium included in
Performance Bond

NOTICE: TO WHOM IT MAY CONCERN: those we, Sully-Miller Contracting Company, At, X✓,
as Principal, and Fidelity and Deposit Company of Maryland/Liberty Mutual Insurance*, as Surety,
are held and firmly bound unto the City of Garden Grove, California ("CITY") in the sum of Four Million Six Hundred Seventy Three ** Dollars (\$ 4,673,750.00 ✓), lawful money of the United States, for the payment of the sum, we bind heirs, our executors, administrators, successors, and ourselves jointly and severally.

300 Interpace Parkway, Morris Corp I, Building B/C, Parsippany, NJ 07054

That the Surety's office is located at 8044 Montgomery Road, Suite 150E, Cincinnati, OH 45236,
telephone no. (973)394-5133***; the Surety is licensed to do business in the State of California; and the California Insurance Agent's License No., address, and telephone no. are as follows:

License No.: 0371719
Address: 18101 Von Karman Ave., Ste 600, Irvine, CA 92612
Telephone No.: (949)885-1200

That the following clause must be completed if, in fact, a non-resident agent for the Surety is a party to the transaction:

Name of non-resident agent: N/A
Non-resident agent's office address: _____
Telephone No.: _____

THE CONDITION OF THIS OBLIGATION IS SUCH, that:

1. The Principal has entered into a contract attached hereto, dated 9th day of July, 2013, with the CITY OF GARDEN GROVE for **VALLEY VIEW STREET RECONSTRUCTION, PROJECT NO. 7234**.
2. If the Principal, its heirs, executors, administrators, successors, or assigns, or subcontractors, shall fail to pay for any materials, provisions, provender, or other supplies or teams, implements, or machinery used in, upon, for, or about, the performance of the improvement, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to work or labor, and provided that the claimant shall have complied with the provision of the code, the Surety or Sureties will pay for same in the amount not exceeding the sum specified in this bond; otherwise, the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay reasonable attorneys' fees.
3. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the contract documents, or of work performed, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration, or modification of the contract documents, or of work to be performed.

* Company
** Thousand Seven Hundred Fifty and 00/100
*** (800)759-0559

LABOR AND MATERIAL BOND (Continues)

4. This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to the claims under Civil Code 3181 et seq., so as to give a right of action to them or their assignees in any suit brought upon this bond.

Executed this 17th day of July, 2013.

Sully-Miller Contracting Company

Principal

RAYMOND SANCHEZ Principal **ASSISTANT SECRETARY**

By: Fidelity and Deposit Company of Maryland/
Liberty Mutual Insurance Company

Surety

By: Victoria M Campbell

Attorney-in-Fact

Victoria M. Campbell

California Resident Agent

By: _____

Non-resident Agent - Attorney-in-Fact

STATE OF CALIFORNIA)

COUNTY OF _____)

See Attached

) ss.

On this _____ day of _____, 20____, before me, a Notary Public in and for said County and State, personally appeared _____

_____ known to me to be the Attorney-in-Fact of
the _____, of _____

(Corporation)

_____, and acknowledged that it executed the attached bond to the
(State)

City of Garden Grove as such Attorney-in-Fact and as the free act and deed of the corporation, and that the bond was executed on behalf of the corporation by authority of its Board of Directors.

IN WITNESS WHEREOF, I have herewith set my hand and affixed my Official Seal, the day and year in this certificate first above written.

(Acknowledgment by Non-
resident Agent as Attorney-
in-Fact must be attached.)

Notary Public in and for said County and State
My Commission expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF ORANGE



On July 19, 2013 before me, M. Sykes, personally appeared Raymond Sanchez

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

M. Sykes
M. Sykes, Notary Public



Notary Seal

OPTIONAL

Description of Attached Document

Title or Type of Document: Labor and Material Bond

Document Date: July 17, 2013 Number of Pages: 1

Signer(s) Other Than Named Above: Victoria M. Campbell, Attorney-in-Fact

Capacity(ies) Claimed by Signer(s):

Signer's Name Raymond Sanchez Signer's Name _____

☐ Individual

☒ Corporate Officer – Title(s) Assistant Secretary

☐ Partner – Limited/General _____

☐ Attorney In Fact _____

☐ Trustee _____

☐ Guardian or Conservator _____

☐ Other _____

Right Thumbprint
of Signer



☐ Individual

☐ Corporate Officer – Title(s) _____

☐ Partner – Limited/General _____

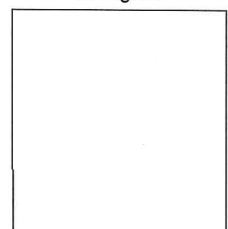
☐ Attorney In Fact _____

☐ Trustee _____

☐ Guardian or Conservator _____

☐ Other _____

Right Thumbprint
of Signer



Signer is Representing: SULLY-MILLER CONTRACTING COMPANY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

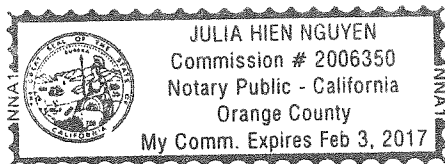
State of California

County of Orange

On JUL 17 2013 before me, Julia Hien Nguyen, Notary Public,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Victoria M Campbell, who
proved to me on the basis of satisfactory evidence to be the person(s) whose names (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.

Julia Hien Nguyen
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

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

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT _____

NUMBER OF PAGES _____

JUL 17 2013

DATE OF DOCUMENT

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

Fidelity and Deposit Company of Maryland
Liberty Mutual Insurance Company

SIGNER(S) OTHER THAN NAMED ABOVE

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **JAMES M. CARROLL, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Victoria M. CAMPBELL, Kim HEREDIA and Erik JOHANSSON, all of Irvine, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 18th day of December, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



Gregory E. Murray

By: _____

*Assistant Secretary
Gregory E. Murray*

James M. Carroll

*Vice President
James M. Carroll*

State of Maryland
City of Baltimore

On this 18th day of December, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **JAMES M. CARROLL, Vice President, and GREGORY E. MURRAY, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn



*Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015*

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 5952495

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christina Johnson; Erik Johansson; Kim Heredia; Linde Hotchkiss; Melissa Tetzlaff; Shirley Bauman; Victoria M. Campbell

all of the city of Irvine, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of January, 2013.



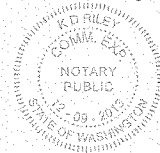
STATE OF WASHINGTON ss
COUNTY OF KING

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

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

On this 16th day of January, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of July, 2013.



By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CONTRACT WITH SULLY-MILLER CONTRACTING COMPANY FOR PROJECT
NO. 7234-VALLEY VIEW STREET RECONSTRUCTION FROM SR22 FREEWAY
TO THE NORTHERN CITY LIMIT (F: 96.proj.7234)

It was moved by Council Member Nguyen, seconded by Council Member Beard that:

A contract be awarded to Sully-Miller Contracting Company, in the amount of \$44,673,750, for Project No. 7234 – Valley View Street Reconstruction from the SR22 Freeway to the northern city limit, Garden Grove; and

The City Manager be authorized to execute the agreement, and make minor modifications as appropriate thereto, on behalf of the City.

The motion carried by a 5-0 vote as follows:

Ayes:	(5)	Beard, Jones, Nguyen, Phan, Broadwater
Noes:	(0)	None
Absent:	(0)	None

City of Garden Grove
INTER-DEPARTMENT MEMORANDUM

To: Matthew J. Fertil	From: William E. Murray
Dept.: City Manager	Dept.: Public Works
Subject: AWARD OF CONTRACT TO SULLY-MILLER CONTRACTING COMPANY, FOR PROJECT NO. 7234 - VALLEY VIEW STREET RECONSTRUCTION FROM SR 22 FREEWAY TO THE NORTHERN CITY LIMIT	
Date: July 9, 2013	

OBJECTIVE

For City Council to award a contract to Sully-Miller Contracting Company, for Project No. 7234 - Valley View Street Reconstruction from SR22 Freeway to the northern City Limit, Garden Grove.

BACKGROUND

The project consists of the removal and reconstruction of street pavement, bus pads, and median curbs, installation of a new water efficient drip irrigation system and drought tolerant plants, and other items required by the plans and specifications. The proposed street reconstruction project will significantly improve ride, safety and appearance of this arterial street and reduce maintenance.

DISCUSSION

Staff solicited bids for this project pursuant to Municipal Code Section 2.50.100.

Five (5) qualified bids were received and opened in the City Clerk's office at 2:00 p.m. on July 2, 2013. The lowest qualified bidder is Sully-Miller Contracting Company, with a total bid of \$4,673,750.00. This bid is within the current project budget. The licenses and references of the contractor have been reviewed and verified by staff, and all other documentation is in order. The anticipated contract schedule is as follows:

<i>Award contract</i>	<i>- July 9, 2013</i>
<i>Begin construction (estimated)</i>	<i>- August 12, 2013</i>
<i>Complete construction (estimated)</i>	<i>- February 28, 2014</i>

AWARD OF CONTRACT TO SULLY-MILLER CONTRACTING COMPANY, FOR PROJECT
NO. 7234 - VALLEY VIEW STREET RECONSTRUCTION FROM SR 22 FREEWAY TO
THE NORTHERN CITY LIMIT

July 9, 2013

Page 2 Of 2


FINANCIAL IMPACT


There is no financial impact to the General Fund. This improvement is included in the 2012-13 Capital Improvement Budget and is funded by Measure "M" Local, Gas Tax and Federal Highway Safety Improvement Program funds.

RECOMMENDATION

It is recommended that the City Council:

- Award a Contract to Sully-Miller Contracting Company, in the amount of \$4,673,750.00, for Project No. 7234 - Valley View Street Reconstruction from SR22 Freeway to northern city Limit, Garden Grove; and
- Authorize the City Manager to execute the agreement, and make minor modifications as appropriate thereto, on behalf of the City.

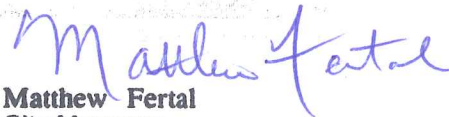
for 
WILLIAM E. MURRAY, P. E.
Public Works Director/ City Engineer

By: 
Navin B. Maru
Associate Engineer

Attachment 1: Bid Summary

Attachment 2: Construction Agreement

Recommended for Approval


Matthew Fertal
City Manager

**CITY OF GARDEN GROVE
PUBLIC WORKS DEPARTMENT
Engineering Division**

BID SUMMARY SHEET

FOR

**PROJECT: PROJECT NO. 7234
VALLEY VIEW STREET RECONSTRUCTION
FROM SR22 FREEWAY TO NORTH CITY LIMIT**

BID OPENING: DATE: July 2, 2013

TIME: 2:00 P.M.

ENGINEER'S ESTIMATE: \$ 4,500,000.00

	<i>Bidder's Name</i>	<i>Total Bid</i>	<i>% Under/Over Engrs. Est</i>
	<i>Sully-Miller Contracting Company, Brea</i>	<i>\$4,673,750.00</i>	<i>3.86 % Over</i>
	<i>All American Asphalt, Corona</i>	<i>\$4,790,000.00</i>	<i>6.44 % Over</i>
	<i>R.J. Noble Company, Orange</i>	<i>\$4,857,670.00</i>	<i>7.95 % Over</i>
	<i>Griffith Company, Santa Fe Spring</i>	<i>\$5,335,335.00</i>	<i>18.58 % Over</i>
	<i>Excel Paving Company, Long Beach</i>	<i>\$5,991,062.00</i>	<i>33.13 % Over</i>