

City of Garden Grove,

Enclosed are the Bid Documents including Bid Proposal, Signed Documents, DIR Certifications, Sub-Contractor List, etc. However, Bentley Construction Remodeling Inc. was not able to secure the appropriate Bonds for Performance and Payment and therefore the Bid bond, due to not being able to pay the upfront costs which are prohibitively high for a small business trying to get a job. I believe however that there are provisions with these types of Federal grants that allow the awarding body to pursue other assurances, for example a higher retention rate of 10% to 15%. If considered for award I believe this could be negotiated to acceptable and comfortable terms. I will however be able to secure all the proper insurances such as Liability, Builders Risk, etc. I have built four other homeless shelters. These are in the cities of Santa Ana, Fullerton, and Anaheim. This type of work has proven to be rewarding and challenging. At the end of every build and after operations have begun, I will be available to visit every day to discuss with the operator how things are going with the use of the facility. At the same time, I will have the opportunity to have discussions with the clientele to ask if they are comfortable and happy with their new surroundings. Their responses are the reason I truly appreciate this niche of work I have found myself involved in. I sincerely hope we can work on this project together. You and your communities will be immensely satisfied with the results if I am given the opportunity to make the Central Cities Navigation Center a reality.

For your consideration,

Geoffrey Ogulnick

Bentley Construction Remodeling Inc.

Lic# 1040061



## SECTION 2 - CONTRACTOR'S PROPOSAL

CONTRACTOR'S NAME: Bentley Construction Remodeling Inc

THE HONORABLE MAYOR AND CITY COUNCIL  
CITY OF GARDEN GROVE  
11222 ACACIA PARKWAY  
GARDEN GROVE, CALIFORNIA 92842

SUBJECT PROJECT: **CENTRAL CITIES NAVIGATION CENTER PROJECT**  
**CITY PROJECT NO. CP - 1350000**

Ladies and Gentlemen:

The undersigned, having carefully examined the Plans and Specifications for the above subject project and having personally visited the site of the work and been made familiar with the conditions, HEREBY PROPOSE to furnish all labor, materials, equipment and transportation, and do all the work required to complete the said work in accordance with the said Plans and Specifications for the unit prices named in the following bid proposal:

## BID PROPOSAL

Bid proposal instructions to bidders are included at the end of this document.

F		G		I		J	
<-----Bidder's Mandatory Response Columns----->							
Per Unit Cost				Total Price (\$)		Total Price (\$) Written In Words	
Material (\$)	Labor (\$)						
				\$	50,000.00	Fifty Thousand Dollars	
				\$	12,000.00	Twelve Thousand Dollars	
				\$	15,000.00	Fifteen Thousand Dollars	
				\$	5,000.00	Five Thousand dollars	
\$ -	\$ 82,037.71			\$	82,037.71	Eighty Two Thousand Thirty Seven Dollars and Seventy One Cents	
-				included in offsite work			
\$ 3,000.00	\$ 4,000.00			\$	7,000.00	Seven Thousand Dollars	
\$ 10,000.00	\$ 12,000.00				22,000.00	Twenty Two Thousand Dollars	
\$ 4,800.00	\$ 16,000.00			\$	20,800.00	Twenty Thousand Eight Hundred Dollars	
\$ 44,720.00	\$ 67,080.00			\$	111,800.00	One Hundred Eleven Thousand Eight Hundred Dollars	
\$ 18,000.00	\$ 28,000.00			\$	46,000.00	Forty Six Thousand Dollars	
\$ 34,645.01	\$ 40,689.99			\$	75,335.00	Seventy Five Thousand Three Hundred Thirty Five Dollars	
\$ 5,850.00	\$ 2,000.00			\$	7,850.00	Four Thousand Thirty Eight Dollars and Thirteen Cents	
\$ 8,392.66	\$ 11,590.14			\$	19,983.00	Nineteen Thousand Nine Hundred Eighty Three Dollars	
\$ 8,000.00	\$ 12,000.00			\$	20,000.00	Twenty Thousand Dollars	
\$ 8,160.00	\$ 14,400.00			\$	22,560.00	Twenty Two Thousand Five Hundred Sixty Dollars	
\$ 5,000.00	\$ 8,000.00			\$	13,000.00	Thirteen Thousand Dollars	
\$ 85,796.75	\$ 46,198.00			\$	131,994.75	One Hundred Thirty One Thousand Nine Hundred Ninety Four Dollars and Seventy Five Cents	
\$ 1,600.00	\$ 5,000.00			\$	6,600.00	Six Thousand Six Hundred Dollars	
\$ 16,414.00	\$ 20,000.00			\$	36,414.00	Thirty Six Thousand Four Hundred Fourteen Dollars	
\$ 20,377.00	\$ 73,264.00			\$	93,641.00	Ninety Three Thousand Six Hundred Forty One Dollars	
\$ 35,949.00	\$ 17,020.00			\$	52,969.00	Fifty Two Thousand Nine Hundred Sixty Nine Dollars	
				See division 05 metals			
				See division 08 - 08 62 10			
\$ 13,500.00	\$ 5,140.00			\$	18,640.00	Eighteen Thousand six hundred forty dollars	
\$ 25,976.00	\$ 15,000.00			\$	40,976.00	Forty Thousand Nine Hundred Seventy Six Dollars	
\$ 16,575.00	\$ 10,425.00			\$	27,000.00	Twenty Seven Thousand Dollars	
\$ 46,000.00	\$ 17,000.00			\$	63,000.00	Sixty Three Thousand Dollars	
\$ 2,350.00	\$ 1,500.00			\$	3,850.00	Three Thousand Eight Hundred Fifty Dollars	
see 8 11 16	see - 8 -11 -16						
\$ 3,000.00	\$ 8,600.00			\$	11,600.00	Eleven Thousand Six Hundred Dollars	



# BID PROPOSAL

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<-----Bidder's Mandatory Response Columns----->

Item No	Division No.	Description of Scope of Work Element	Unit of Measure	Quantity	Per Unit Cost		Total Price (\$)	Total Price (\$) Written in Words
					Material (\$)	Labor (\$)		
30	08 43 13	Kitchen Windows	LS	1	\$ 18,050.00	\$ 7,950.00	\$ 26,000.00	Twenty Six Thousand Dollars
31	08 43 13	Card Readers	LS	1	\$ 2,500.00	\$ 2,000.00	\$ 4,500.00	Four Thousand Five Hundred Dollars
32	08 71 00	Door Hardware	LS	1	\$ 20,000.00	\$ 8,000.00	\$ 28,000.00	Twenty Eight Thousand Dollars
33	08 62 10	Tubular Skylights Modification	LS	1	\$ 17,000.00	\$ 29,500.00	\$ 46,500.00	Forty Six Thousand Five Hundred Dollars
34	08 62 10	TPO Roof Repair, Roof Insulation(Included in building thermal insulation)	LS	1	\$ 15,000.00	\$ 30,400.00	\$ 45,400.00	Forty Five Thousand Four Hundred Dollars
35	08 62 10	Roof screen / Mechanical screen	LS	1	\$ 59,976.00	\$ 25,000.00	\$ 84,976.00	Eighty Four Thousand Nine Hundred Seventy Six Dollars
36	08 80 00	Glazing	LS	1	see B 11 16	see - B -11 -16		
		Door Canopy B-Deck	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 24,000.00	Twenty Four Thousand Dollars
		Door Canopy Masa	LS	1	\$ 30,000.00	\$ 12,000.00	\$ 42,000.00	Forty Two Thousand Dollars
		DIVISION 09 -- FINISHES						
37	09 21 16	Gypsum Board Assemblies	LS	1	\$ 31,873.00	\$ 190,800.00	\$ 222,673.00	Two Hundred Twenty Two Thousand Six Hundred Seventy Three Dollars
38	09 22 16	Non-load bearing steel framing	LS	1	\$ 76,126.00	\$ 64,800.00	\$ 140,926.00	One Hundred Forty Thousand Nine Hundred Twenty Six Dollars
39	9 22 16	Load bearing steel framing (see structural steel)	LS	1	\$ -	\$ -	see structural steel	
40	09 30 00	Tiling & Finishes	LS	1	\$ 31,282.15	\$ 104,899.85	\$ 136,182.57	One Hundred Thirty Six Thousand One Hundred Eighty Two Dollars and Fifty Seven Cents
41	09 91 00	Paintings	LS	1	\$ 15,540.00	\$ 78,240.00	\$ 93,780.00	Ninety Three Thousand Seven Hundred Eighty Dollars
		DIVISION 10 -- SPECIALTIES						
42	10 14 00	Signage	LS	1	\$ 2,325.00	\$ 3,000.00	\$ 5,325.00	Five Thousand Three Hundred Twenty Five
43	10 21 13	Toilet and Shower Compartments	LS	1	\$ 23,465.01	\$ 14,381.79	\$ 37,846.80	Thirty Seven Thousand Eight Hundred Forty Six Dollars and Eighty Cents
44	10 28 00	Toilet & Bath Accessories	LS	1	\$ 15,138.72	\$ 10,092.48	\$ 25,231.20	Twenty Five Thousand Two Hundred Thirty One Dollars and Twenty Cents
		DIVISION 11 -- EQUIPMENT						
45	11 40 00	Commercial Kitchen Equipment	LS	1	\$ 256,878.00	\$ 82,486.79	\$ 339,364.79	Three Hundred Thirty Nine Thousand Three Hundre Sixty Four Dollars and Seventy Nine Cents
		DIVISION 12 -- FURNISHINGS						
46	12 21 14	Bicycle Racks	LS	1	\$ 1,000.00	\$ 400.00	\$ 1,400.00	One Thousand Four Hundred Doliars
47	12 24 00	Window Shades	LS	1	\$ 3,000.00	\$ 1,250.00	\$ 4,250.00	Four Thousand Two Hundred Fifty Dollars
48	12 36 00	Countertops	LS	1	\$ -	\$ -	Included in millwork	
		DIVISION 21 -- FIRE SUPPRESSION					\$ -	
49	23 00 00	Fire Life Safety / Smoke Detectors, Fire AlarmPlans & F	LS	1	\$ 34,400.00	\$ 51,600.00	\$ 86,000.00	Eighty Six Thousand Dollars
		Fire sprinkler, Riser	LS	1	\$ 50,000.00	\$ 70,000.00	\$ 120,000.00	One Hundred Twenty Thousand Dollars
		Fire Extinguishers and Recess Boxes	LS	1	\$ 6,219.00	\$ 1,800.00	\$ 8,019.00	Eight Thousand Nineteen Dollars
		DIVISION 22 -- PLUMBING						
50	22 11 16	Domestic water piping, gas piping, dwv	LS	1	\$ 120,000.00	\$ 296,772.91	\$ 416,772.91	Four Hundred Sixteen Thousand Seven Hundred Seventy Two Dollars and Ninety One Cents
51	22 34 00	Domestic water heater	LS	1	\$ 19,800.00	\$ 20,676.86	\$ 40,476.86	Forty Thousand Four Hundred Seventy Six Dollars and Eight Six Cents
52	22 40 00	Plumbing Fixtures	LS	1	\$ 36,042.77	\$ 82,707.46	\$ 118,750.23	One Hundred Eighteen Thousand Seven Hundred Fifty Doliars and Twenty Three Cents
		DIVISION 23 -- HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)						
53	23 05 93	Testing, adjusting, and balancing for HVAC	LS	1	\$ -	\$ 5,795.00	\$ 5,795.00	Five Thousand Seven Hundred Ninety Five Dollars
54	23 37 13	Diffusers, Registers, and Grilles, Dampers	LS	1	\$ 71,785.96	\$ 82,692.34	\$ 154,478.30	One Hundred Fifty Four Thousand Four Hundred Seventy Eight Dollars and Thirty Cents
55	23 74 13	Packaged, Outdoor, Air Handling units	LS	1	\$ 10,055.45	\$ 74,186.25	\$ 84,241.70	Eighty Four Thousand Two Hundred Forty One Dollars and Seventy Cents
		DIVISION 26 -- ELECTRICAL						
56	26 08 00	Electrical Systems Commissioning	LS	1	\$ 5,000.00	\$ 6,000.00	\$ 11,000.00	Eleven Thousand Dollars
57	26 09 23	Lighting control devices, Panels & Transformers	LS	1	\$ 59,000.00	\$ 46,000.00	\$ 105,000.00	One Hundred Five Thousand Dollars
58	26 24 13	Switchboards, Panels	LS	1	\$ 48,000.00	\$ 44,000.00	\$ 92,000.00	Ninety Two Thousand Dollars
59	26 24 16	Panelboards and Signal Terminal Cabinets	LS	1	\$ 34,000.00	\$ 42,000.00	\$ 76,000.00	Seventy Six Thousand Dollars
60	26 24 16	Manual Transfer / Gen Dock Station	LS	1	\$ 42,000.00	\$ 31,000.00	\$ 73,000.00	Seventy Three Thousand Dollars
61	26 24 16	Phone / Data Rough-In	LS	1	\$ 7,200.00	\$ 8,300.00	\$ 15,500.00	Fifteen Thousand Five Hundred Dollars
62	26 24 16	Security System Rough-In	LS	1	\$ 9,900.00	\$ 12,300.00	\$ 22,200.00	Twenty Two Thousand Two Hundred Dollars
63	26.52.00	Safety Lighting	LS	1	\$ 22,800.00	\$ 18,400.00	\$ 41,200.00	Forty One Thousand Two Hundred Dollars
64	265119	Interior Lighting	LS	1	\$ 144,000.00	\$ 47,000.00	\$ 191,000.00	One Hundred Ninety One Thousand Dollars
65	265119	Exterior Lighting	LS	1	\$ 6,100.00	\$ 8,200.00	\$ 14,300.00	Fourteen Thousand Three Hundred Dollars
		DIVISION 31 -- EARTHWORK						Notes:
66	31 10 00	Site clearing	LS	1	\$ -	\$ -	This section is provided by each trade as part of their bids.	
67	31 20 00	Earthwork/grading	LS	1	\$ -	\$ -	This section is provided by each trade as part of their bids.	





BID PROPOSAL

Bid proposal instructions to bidders are included at the end of this document.

					F	G	I	J
					<-----Bidder's Mandatory Response Columns----->			
Item No	Division No.	Description of Scope of Work Element	Unit of Measure	Quantity	Per Unit Cost		Total Price (\$)	Total Price (\$) Written In Words
					Material (\$)	Labor (\$)		
68	31 23 02	Excavation and Fill for Utilities	LS	1	\$ -	\$ -	This section is provided by each trade as part of their bids.	This section is provided by each trade as part of their bids.
69	31 23 04	Excavation and Fill for Structures, Walls	LS	1	\$ -	\$ -		





## SECTION 2 - CONTRACTOR'S PROPOSAL

# BID PROPOSAL

Bid proposal instructions to bidders are included at the end of this document.

F G I J

-----Bidder's Mandatory Response Columns----->

Item No	Division No.	Description of Scope of Work Element	Unit of Measure	Quantity	Per Unit Cost		Total Price (\$)	Total Price (\$) Written In Words
					Material (\$)	Labor (\$)		
<b>DIVISION 32 -- EXTERIOR IMPROVEMENTS</b>								
70	32 12 16	Asphalt Paving / Detectable Warnings	LS	1	\$ 24,892.50	\$ 45,857.50	\$ 70,550.00	Seventy Thousand Five Hundred Fifty Dollars
71	32 13 13	Concrete Paving	LS	1	\$ 14,500.00	\$ 20,000.00	\$ 34,500.00	Thirty Four Thousand Five Hundred Dollars
72	32 17 00	Pavement Markings, Bumpers, etc	LS	1	\$ 2,000.00	\$ 3,000.00	\$ 5,000.00	Five Thousand Dollars
73	32 31 13	Chain Link Fence and Gates	LS	1	\$ 4,157.00	\$ 9,700.00	\$ 13,857.00	Thirteen Thousand Eight Hundred Fifty Seven Dollars
74	32 31 19	Decorative Metal Fences, Rolling Gate & Motor	LS	1	\$ 40,000.00	\$ 23,000.00	\$ 73,000.00	Seventy Three Thousand Dollars
		Stucco Finish on CMU Wall	LS	1	\$ 18,000.00	\$ 23,200.00	\$ 41,200.00	Forty One Thousand Two Hundred Dollars
<b>DIVISION 33 -- UTILITIES</b>								
75	33 05 28	Underground Utilities Marking / GPR	LS	1				
76	33 10 00	Site Water Distribution System & Meter	LS	1	\$ 6,500.00	\$ 61,850.00	\$ 68,350.00	Sixty Eight Thousand Three Hundred Fifty Dollars
77	33 30 00	Sanitary Sewage System	LS	1	\$ 5,500.00	\$ 45,550.00	\$ 51,050.00	Fifty One Thousand Fifty Dollars
78	33 30 00	Fire Suppression Water Underground on site	LS	1	\$ 20,000.00	\$ 25,750.00	\$ 45,750.00	Forty Five Thousand Seven Hundred Fifty Dollars
		Fire Suppression Water Underground off site	LS	1	\$ 5,600.00	\$ 43,250.00	\$ 48,850.00	Forty Eight Thousand Eight Hundred Fifty Dollars
		Storm Drain System on/off site	LS	1	\$ 3,600.00	\$ 25,650.00	\$ 29,250.00	Twenty Nine Thousand Two Hundred Fifty Dollars
<b>Subtotal of Direct Costs :</b>							<b>4,482,496.82</b>	<b>Four Million Four Hundred Eighty Two Thousand Four Hundred Ninety Six Dollars and Eight Two Cents</b>
<b>Indirect Costs</b>								
Item No.	Description of Scope of Work Element	Unit of measure	Quantity	Per Unit Cost		Total Price (\$)	Total Price (\$) Written In Words	
				Material (\$)	Labor (\$)			
79	001	Consumables	LS	1		\$ -		
80	002	Project Management staff (Note 6)	LS	1	\$ -	\$ 50,000.00	\$ 50,000.00	Fifty Thousand Dollars
81	003	Shop Drawings and Material Submittals	LS	1	\$ -	\$ 15,000.00	\$ 15,000.00	Fifteen Thousand Dollars
82	004	Environmental Compliance	LS	1		included with each trade		
83	005	Safety Compliance/officer	LS	1		\$ 12,000.00	\$ 12,000.00	Twelve Thousand Dollars
		Overhead/Profit/Additional Insurances /Cleaning, Misc				\$ 421,600.00	\$ 421,600.00	Four Hundred Thousand Dollars
84	006	Construction As-Built Records	LS	1		\$ 15,000.00	\$ 15,000.00	Fifteen Thousand Dollars
<b>Subtotal of Indirect Costs :</b>							<b>\$13,605.00</b>	<b>Four Hundred Ninety Two Thousand Dollars</b>
<b>TOTAL LUMP SUM PRICE IN FIGURES:</b>						<b>\$ 4,996,096.82</b>		
<b>Four Million Nine Hundred Ninety Six Thousand Ninety Six Dollars and Eight Two Cents</b>								

Add Alternates (see note #7 below):	Write Dollar amount \$ in figures
85. Add Alternate #1: Sanitary Sewer Design - Refer to Dwg CS-1, bid alternate #1.	thirty seven thousand dollars up to 5 feet deep. Further excavation will need shoring, engineering, etc.
86. Add Alternate #2: Landscape - Refer to DWG SP-1, landscape allowance note.	twelve thousand dollars
87. Add Alternate #3: Mold Remediation. See note #9 below.	Recommend time and material or 3 bid process if mold is discovered. Impact would only involve immediate area.
88. Add Alternate #4: Lead abatement. See note #8 below.	Recommend time and material or 3 bid process. Abatement is only necessary if area might be disturbed in any way.

## NOTES & INSTRUCTIONS TO BIDDERS:

- (1) For a bid to be considered responsive, the bidder shall thoroughly fill out columns F, G, I, J.
- (2) For a bid to be considered responsive, the bidders shall thoroughly fill out item No **1 through 88**. The bidders shall write 0 if a value of an item is determined to be \$0.
- (3) The bidders are solely responsible for filling out the bid proposal properly, including checking all mathematics & formulas in this spreadsheet.
- (4) The bidders are solely responsible for examining the plan set, specifications & contract document to ensure complete delivery of all project requirements.
- (5) In case of discrepancy between the words and figures, the words shall prevail.
- (6) Project management staff includes all employees of the Contractor such as managers, superintendents, schedulers, timekeepers, clerks, etc., acting in a non-manual capacity.
- (7) The City would like to request all bidders to provide pricing on four (4) add alternate items. The City may/may not include the add alternate(S) in the selected contractor's scope, therefore, price for items 85, 86, 87, 88 are not considered a part of IFB proposal price.
- (8) Included in IFB bid package is environmental testing reports showing existence of lead paint. The bidders shall include pricing for lead abatement as an add alternate No. 88.
- (9) Although not confirmed, given the heavy rains in 2023 & current condition of the building roof, there is a possibility of existence of mold in the buildings. The bidders to provide pricing for mold testings, mold remediations & environmental clearance to be performed by contractor before start of work, should there be any mold in the building.
- (10) The bidders understand that the foregoing units of measures, divisions and division itemized breakdowns are approximate only, being given as a basis for the comparison of bids, and the City of Garden Grove does not expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or expedient by the Engineer.



Sub. Contractors that bid but were passed over

Wakeland Electric – more expensive

All Around Underground – More expensive

ABQ Inc. (plumbing) - Bid lacked detail and more expensive

Aps Construction (plumbing) -Bid lacked necessary items on plans

Premier Culinary (Kitchen) -Too many Exclusions

Abc resources (Asphalt) -More Expensive

Commerce Air Conditioning – More Expensive

Choice Builder (restroom accessories and partitions)– More Expensive

Largo concrete – Bid mis represented scope of work

ACO Temp. Power – Temp power is included in the electrical bid accepted.

Masonry Solutions Inc. (cmu wall) – more expensive, excluded footing

Pacific Wall Systems – More expensive

J. Colavin and son Inc ( floor and wall tile) – more expensive



List of Long lead items: 12 weeks or more

Wood doors - 16 - 20 weeks

Door Hardware 12 – 14 weeks

Roof top units 35 – 40 weeks

Switch Gear – up to 12 months, can be expedited for additional fee

Panels – 12 – 14 weeks

Wp -1 Depends when ordered. Currently in stock, but could be 14 weeks

Eyebrow canopy – 18 weeks

Most Kitchen equipment within 12 weeks, Walk in cooler may be up to 16 weeks



## SECTION 2 - CONTRACTOR'S PROPOSAL

CONTRACTOR'S NAME: Bentley Construction Remodeling Inc

THE HONORABLE MAYOR AND CITY COUNCIL  
CITY OF GARDEN GROVE  
11222 ACACIA PARKWAY  
GARDEN GROVE, CALIFORNIA 92842

SUBJECT PROJECT: **CENTRAL CITIES NAVIGATION CENTER PROJECT**  
**CITY PROJECT NO. CP - 1350000**

Ladies and Gentlemen:

The undersigned, having carefully examined the Plans and Specifications for the above subject project and having personally visited the site of the work and been made familiar with the conditions, HEREBY PROPOSE to furnish all labor, materials, equipment and transportation, and do all the work required to complete the said work in accordance with the said Plans and Specifications for the unit prices named in the following bid proposal:

## BID PROPOSAL

Bid proposal instructions to bidders are included at the end of this document.

Bid proposal instructions to bidders are included at the end of this document.					F					G		I		J	
					<-----Bidder's Mandatory Response Columns----->										
Item No	Division No.	Description of Scope of Work Element	Unit of Measure	Quantity	Per Unit Cost		Total Price (\$)	Total Price (\$) Written In Words							
					Material (\$)	Labor (\$)									
		DIVISION 01 -- GENERAL REQUIREMENTS													
1	01 50 00	Temporary Facilities and Controls	LS	1			\$	50,000.00	Fifty Thousand Dollars						
2	01 74 19	Construction Waste Management and Disposal	LS	1			\$	12,000.00	Twelve Thousand Dollars						
3	01 74 19/1	Storm Water Pollution Prevention Plan / Control	LS	1			\$	15,000.00	Fifteen Thousand Dollars						
4	01 74 19/2	Surveying	LS	1			\$	5,000.00	Five Thousand dollars						
		DIVISION 02 -- EXISTING CONDITIONS													
5	02 41 13/19	Site Demolition / Selective Demolition	LS	1	\$	-	\$	82,037.71	\$	82,037.71	Eighty Two Thousand Thirty Seven Dollars and Seventy One Cents				
		Domestic Water Abandonment	LS	1	-			included in offsite work							
		DIVISION 03 -- CONCRETE													
6	03 10 00	Concrete Forming and Accessories	LS	1	\$	3,000.00	\$	4,000.00	\$	7,000.00	Seven Thousand Dollars				
7	03 30 00	Cast-in-Place Concrete	LS	1	\$	10,000.00	\$	12,000.00	\$	22,000.00	Twenty Two Thousand Dollars				
8	03 20 00	Concrete Reinforcing	LS	1	\$	4,800.00	\$	16,000.00	\$	20,800.00	Twenty Thousand Eight Hundred Dollars				
		DIVISION 04 -- MASONRY													
9	04.27.31	Reinforced Unit Masonry	LS	1	\$	44,720.00	\$	67,080.00	\$	111,800.00	One Hundred Eleven Thousand Eight Hundred Dollars				
		DIVISION 05 -- METALS													
10	05 12 00	Structural Steel Framing	LS	1	\$	18,000.00	\$	28,000.00	\$	46,000.00	Forty Six Thousand Dollars				
11	05 31 00	Steel Decking Locker enclosure, trash enclosure and gates	LS	1	\$	34,645.01	\$	40,689.99	\$	75,335.00	Seventy Five Thousand Three Hundred Thirty Five Dollars				
12	05 51 34	Ladder and Roof Hatch	LS	1	\$	5,850.00	\$	2,000.00	\$	7,850.00	Four Thousand Thirty Eight Dollars and Thirteen Cents				
13	05 52 13	Pipe and Tube Railings	LS	1	\$	8,392.86	\$	11,590.14	\$	19,983.00	Nineteen Thousand Nine Hundred Eighty Three Dollars				
		DIVISION 06 -- WOOD, PLASTICS, AND COMPOSITES													
14	06 10 00	Rough Carpentry	LS		\$	8,000.00	\$	12,000.00	\$	20,000.00	Twenty Thousand Dollars				
15	06 16 00	Sheating	LS	1	\$	8,160.00	\$	14,400.00	\$	22,560.00	Twenty Two Thousand Five Hundred Sixty Dollars				
16	06 20 00	Wood composite siding / Int Millwork	LS	1	\$	5,000.00	\$	8,000.00	\$	13,000.00	Thirteen Thousand Dollars				
17	06 40 23	Interior Architectural Woodwork	LS	1	\$	85,796.75	\$	46,198.00	\$	131,994.75	One Hundred Thirty One Thousand Nine Hundred Ninety Four Dollars and Seventy Five Cents				
18	06 83 16	Wood Framing for Roof Top Units	LS	1	\$	1,600.00	\$	5,000.00	\$	6,600.00	Six Thousand Six Hundred Dollars				
		AP 1,2,3, GWP, WP-1	LS	1	\$	16,414.00	\$	20,000.00	\$	36,414.00	Thirty Six Thousand Four Hundred Fourteen Dollars				
		DIVISION 07 -- THERMAL AND MOISTURE PROTECTION													
19	07 19 10	Concrete Floor Sealer / Floor Prep	LS	1	\$	20,377.00	\$	73,264.00	\$	93,641.00	Ninety Three Thousand Six Hundred Forty One Dollars				
20	07 21 00	Building Thermal Insulation	LS	1	\$	35,949.00	\$	17,020.00	\$	52,969.00	Fifty Two Thousand Nine Hundred Sixty Nine Dollars				
21	07 41 13	Metal Roof / Struc	LS	1					See divison 05 metals						
22	07 41 13	Patch Roofing	LS	1					See division 08 - 08 62 10						
23	07 84 00	Fire Resistive Assemblies & Firestopping	LS	1	\$	13,500.00	\$	5,140.00	\$	18,640.00	Eighteen Thousand six hundred forty dollars				
		DIVISION 08 -- OPENINGS													
24	08 11 13	Steel Doors and Frames	LS	1	\$	25,976.00	\$	15,000.00	\$	40,976.00	Forty Thousand Nine Hundred Seventy Six Dollars				
25	08 11 16	Aluminum/Storefront/Entry Doors and Frames	LS	1	\$	16,575.00	\$	10,425.00	\$	27,000.00	Twenty Seven Thousand Dollars				
26	08 14 16	Flush Wood Doors	LS	1	\$	46,000.00	\$	17,000.00	\$	63,000.00	Sixty Three Thousand Dollars				
27	08 31 00	Access Doors and Panels	LS	1	\$	2,350.00	\$	1,500.00	\$	3,850.00	Three Thousand Eight Hundred Fifty Dollars				
28	08 43 13	Storefront	LS	1	see 8 11 16	see - 8 -11 -16									
29	08 43 13	Roll Up Door	LS	1	\$	3,000.00	\$	8,600.00	\$	11,600.00	Eleven Thousand Six Hundred Dollars				





# BID PROPOSAL

F G I J

<-----Bidder's Mandatory Response Columns----->

Item No	Division No.	Description of Scope of Work Element	Unit of Measure	Quantity	Per Unit Cost		Total Price (\$)	Total Price (\$) Written In Words
					Material (\$)	Labor (\$)		
30	08 43 13	Kitchen Windows	LS	1	\$ 18,050.00	\$ 7,950.00	\$ 26,000.00	Twenty Six Thousand Dollars
31	08 43 13	Card Readers	LS	1	\$ 2,500.00	\$ 2,000.00	\$ 4,500.00	Four Thousand Five Hundred Dollars
32	08 71 00	Door Hardware	LS	1	\$ 20,000.00	\$ 8,000.00	\$ 28,000.00	Twenty Eight Thousand Dollars
33	08 62 10	Tubular Skylights Modification	LS	1	\$ 17,000.00	\$ 29,500.00	\$ 46,500.00	Forty Six Thousand Five Hundred Dollars
34	08 62 10	TPO Roof Repair, Roof Insulation(included in building thermal insulation)	LS	1	\$ 15,000.00	\$ 30,400.00	\$ 45,400.00	Forty Five Thousand Four Hundred Dollars
35	08 62 10	Roof screen / Mechanical screen	LS	1	\$ 59,976.00	\$ 25,000.00	\$ 84,976.00	Eighty Four Thousand Nine Hundred Seventy Six Dollars
36	08 80 00	Glazing	LS	1	see 8 11 16	see - 8 -11 -16		
		Door Canopy B-Deck	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 24,000.00	Twenty Four Thousand Dollars
		Door Canopy Masa	LS	1	\$ 30,000.00	\$ 12,000.00	\$ 42,000.00	Forty Two Thousand Dollars
		DIVISION 09 -- FINISHES						
37	09 21 16	Gypsum Board Assemblies	LS	1	\$ 31,873.00	\$ 190,800.00	\$ 222,673.00	Two Hundred Twenty Two Thousand Six Hundred Seventy Three Dollars
38	09 22 16	Non-load bearing steel framing	LS	1	\$ 76,126.00	\$ 64,800.00	\$ 140,926.00	One Hundred Forty Thousand Nine Hundred Twenty Six Dollars
39	9 22 16	Load bearing steel framing (see structural steel)	LS	1	\$ -	\$ -	see structural steel	
40	09 30 00	Tiling & Finishes	LS	1	\$ 31,282.15	\$ 104,899.85	\$ 136,182.57	One Hundred Thirty Six Thousand One Hundred Eighty Two Dollars and Fifty Seven Cents
41	09 91 00	Paintings	LS	1	\$ 15,540.00	\$ 78,240.00	\$ 93,780.00	Ninety Three Thousand Seven Hundred Eighty Dollars
		DIVISION 10 -- SPECIALTIES						
42	10 14 00	Signage	LS	1	\$ 2,325.00	\$ 3,000.00	\$ 5,325.00	Five Thousand Three Hundred Twenty Five
43	10 21 13	Toilet and Shower Compartments	LS	1	\$ 23,465.01	\$ 14,381.79	\$ 37,846.80	Thirty Seven Thousand Eight Hundred Forty Six Dollars and Eighty Cents
44	10 28 00	Toilet & Bath Accessories	LS	1	\$ 15,138.72	\$ 10,092.48	\$ 25,231.20	Twenty Five Thousand Two Hundred Thirty One Dollars and Twenty Cents
		DIVISION 11 -- EQUIPMENT						
45	11 40 00	Commercial Kitchen Equipment	LS	1	\$ 256,878.00	\$ 82,486.79	\$ 339,364.79	Three Hundred Thirty Nine Thousand Three Hundre Sixty Four Dollars and Seventy Nine Cents
		DIVISION 12 -- FURNISHINGS						
46	12 21 14	Bicycle Racks	LS	1	\$ 1,000.00	\$ 400.00	\$ 1,400.00	One Thousand Four Hundred Dollars
47	12 24 00	Window Shades	LS	1	\$ 3,000.00	\$ 1,250.00	\$ 4,250.00	Four Thousand Two Hundred Fifty Dollars
48	12 36 00	Countertops	LS	1	\$ -	\$ -	Included in millwork	
		DIVISION 21 -- FIRE SUPPRESSION					\$ -	
49	23 00 00	Fire Life Safety / Smoke Detectors, Fire Alarm/Plans & F	LS	1	\$ 34,400.00	\$ 51,600.00	\$ 86,000.00	Eighty Six Thousand Dollars
		Fire sprinkler, Riser	LS	1	\$ 50,000.00	\$ 70,000.00	\$ 120,000.00	One Hundred Twenty Thousand Dollars
		Fire Extinguishers and Recess Boxes	LS	1	\$ 6,219.00	\$ 1,800.00	\$ 8,019.00	Eight Thousand Nineteen Dollars
		DIVISION 22 -- PLUMBING						
50	22 11 16	Domestic water piping, gas piping, dwv	LS	1	\$ 120,000.00	\$ 296,772.91	\$ 416,772.91	Four Hundred Sixteen Thousand Seven Hundred Seventy Two Dollars and Ninety One Cents
51	22 34 00	Domestic water heater	LS	1	\$ 19,800.00	\$ 20,676.86	\$ 40,476.86	Forty Thousand Four Hundred Seventy Six Dollars and Eight Six Cents
52	22 40 00	Plumbing Fixtures	LS	1	\$ 36,042.77	\$ 82,707.46	\$ 118,750.23	One Hundred Eighteen Thousand Seven Hundred Fifty Dollars and Twenty Three Cents
		DIVISION 23 -- HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)						
53	23 05 93	Testing, adjusting, and balancing for HVAC	LS	1	\$ -	\$ 5,795.00	\$ 5,795.00	Five Thousand Seven Hundred Ninety Five Dollars
54	23 37 13	Diffusers, Registers, and Grilles, Dampers	LS	1	\$ 71,785.96	\$ 82,692.34	\$ 154,478.30	One Hundred Fifty Four Thousand Four Hundred Seventy Eight Dollars and Thirty Cents
55	23 74 13	Packaged, Outdoor, Air Handling units	LS	1	\$ 10,055.45	\$ 74,186.25	\$ 84,241.70	Eighty Four Thousand Two Hundred Forty One Dollars and Seventy Cents
		DIVISION 26 -- ELECTRICAL						
56	26 08 00	Electrical Systems Commissioning	LS	1	\$ 5,000.00	\$ 6,000.00	\$ 11,000.00	Eleven Thousand Dollars
57	26 09 23	Lighting control devices, Panels & Transformers	LS	1	\$ 59,000.00	\$ 46,000.00	\$ 105,000.00	One Hundred Five Thousand Dollars
58	26 24 13	Switchboards, Panels	LS	1	\$ 48,000.00	\$ 44,000.00	\$ 92,000.00	Ninety Two Thousand Dollars
59	26 24 16	Panelboards and Signal Terminal Cabinets	LS	1	\$ 34,000.00	\$ 42,000.00	\$ 76,000.00	Seventy Six Thousand Dollars
60	26 24 16	Manual Transfer / Gen Dock Station	LS	1	\$ 42,000.00	\$ 31,000.00	\$ 73,000.00	Seventy Three Thousand Dollars
61	26 24 16	Phone / Data Rough-In	LS	1	\$ 7,200.00	\$ 8,300.00	\$ 15,500.00	Fifteen Thousand Five Hundred Dollars
62	26 24 16	Security System Rough-In	LS	1	\$ 9,900.00	\$ 12,300.00	\$ 22,200.00	Twenty Two Thousand Two Hundred Dollars
63	26.52.00	Safety Lighting	LS	1	\$ 22,800.00	\$ 18,400.00	\$ 41,200.00	Forty One Thousand Two Hundred Dollars
64	265119	Interior Lighting	LS	1	\$ 144,000.00	\$ 47,000.00	\$ 191,000.00	One Hundred Ninety One Thousand Dollars
65	265118	Exterior Lighting	LS	1	\$ 6,100.00	\$ 8,200.00	\$ 14,300.00	Fourteen Thousand Three Hundred Dollars
		DIVISION 31 -- EARTHWORK						Notes:
66	31 10 00	Site clearing	LS	1	\$ -	\$ -	This section is provided by each trade as part of their bids. This section is provided by each trade as part of their bids.	
67	31 20 00	Earthwork/grading	LS	1	\$ -	\$ -		



BID PROPOSAL

Bid proposal instructions to bidders are included at the end of this document.

					F	G	I	J
					<-----Bidder's Mandatory Response Columns----->			
Item No	Division No.	Description of Scope of Work Element	Unit of Measure	Quantity	Per Unit Cost		Total Price (\$)	Total Price (\$) Written In Words
					Material (\$)	Labor (\$)		
68	31 23 02	Excavation and Fill for Utilities	LS	1	\$ -	\$ -	This section is provided by each trade as part of their bids.	This section is provided by each trade as part of their bids.
69	31 23 04	Excavation and Fill for Structures, Walls	LS	1	\$ -	\$ -		





## SECTION 2 - CONTRACTOR'S PROPOSAL

# BID PROPOSAL

Bid proposal instructions to bidders are included at the end of this document.

					F	G	I	J
					-----Bidder's Mandatory Response Columns----->			
Item No	Division No.	Description of Scope of Work Element	Unit of Measure	Quantity	Per Unit Cost		Total Price (\$)	Total Price (\$) Written In Words
					Material (\$)	Labor (\$)		
<b>DIVISION 32 -- EXTERIOR IMPROVEMENTS</b>								
70	32 12 16	Asphalt Paving / Detectable Warnings	LS	1	\$ 24,692.50	\$ 45,857.50	\$ 70,550.00	Seventy Thousand Five Hundred Fifty Dollars
71	32 13 13	Concrete Paving	LS	1	\$ 14,500.00	\$ 20,000.00	\$ 34,500.00	Thirty Four Thousand Five Hundred Dollars
72	32 17 00	Pavement Markings, Bumpers, etc	LS	1	\$ 2,000.00	\$ 3,000.00	\$ 5,000.00	Five Thousand Dollars
73	32 31 13	Chain Link Fence and Gates	LS	1	\$ 4,157.00	\$ 9,700.00	\$ 13,857.00	Thirteen Thousand Eight Hundred Fifty Seven Dollars
74	32 31 19	Decorative Metal Fences, Rolling Gate & Motor	LS	1	\$ 40,000.00	\$ 23,000.00	\$ 73,000.00	Seventy Three Thousand Dollars
		Stucco Finish on CMU Wall	LS	1	\$ 18,000.00	\$ 23,200.00	\$ 41,200.00	Forty One Thousand Two Hundred Dollars
<b>DIVISION 33 -- UTILITIES</b>								
75	33 05 28	Underground Utilities Marking / GPR	LS	1				
76	33 10 00	Site Water Distribution System & Meter	LS	1	\$ 6,500.00	\$ 61,850.00	\$ 68,350.00	Sixty Eight Thousand Three Hundred Fifty Dollars
77	33 30 00	Sanitary Sewage System	LS	1	\$ 5,500.00	\$ 45,550.00	\$ 51,050.00	Fifty One Thousand Fifty Dollars
78	33 30 00	Fire Suppression Water Underground on site	LS	1	\$ 20,000.00	\$ 25,750.00	\$ 45,750.00	Forty Five Thousand Seven Hundred Fifty Dollars
		Fire Suppression Water Underground off site	LS	1	\$ 5,600.00	\$ 43,250.00	\$ 48,850.00	Forty Eight Thousand Eight Hundred Fifty Dollars
		Storm Drain System on/off site	LS	1	\$ 3,600.00	\$ 25,650.00	\$ 29,250.00	Twenty Nine Thousand Two Hundred Fifty Dollars
<b>Subtotal of Direct Costs :</b>							<b>4,482,496.82</b>	<b>Four Million Four Hundred Eighty Two Thousand Four Hundred Ninety Six Dollars and Eight two Cents</b>
<b>Indirect Costs</b>								
Item No.	Description of Scope of Work Element	Unit of measure	Quantity	Per Unit Cost		Total Price (\$)	Total Price (\$) Written In Words	
				Material (\$)	Labor (\$)			
79	001	Consumables	LS	1		\$ -		
80	002	Project Management staff (Note 6)	LS	1	\$ -	\$ 50,000.00	\$ 50,000.00	Fifty Thousand Dollars
81	003	Shop Drawings and Material Submittals	LS	1	\$ -	\$ 15,000.00	\$ 15,000.00	Fifteen Thousand Dollars
82	004	Environmental Compliance	LS	1		Included with each trade		
83	005	Safety Compliance/officer	LS	1		\$ 12,000.00	\$ 12,000.00	Twelve Thousand Dollars
		Overhead/Profit/Additional Insurances/Cleaning, Misc					\$ 421,600.00	Four Hundred Thousand Dollars
84	006	Construction As-Built Records	LS	1			\$ 15,000.00	Fifteen Thousand Dollars
<b>Subtotal of Indirect Costs :</b>							<b>513,600.00</b>	<b>Four Hundred Ninety Two Thousand Dollars</b>
<b>TOTAL LUMP SUM PRICE IN FIGURES:</b>						<b>\$ 4,996,096.82</b>		
<b>Four Million Nine Hundred Ninty Six Thousand Ninety Six Dollars and Eight Two Cents</b>								

Add Alternates (see note #7 below):	Write Dollar amount \$ in figures
85. Add Alternate #1: Sanitary Sewer Design - Refer to Dwg CS-1, bid alternate #1.	thirty seven thousand dollars up to 5 feet deep. Further excavation will need shoring, engineering, etc.
86. Add Alternate #2: Landscape - Refer to DWG SP-1, landscape allowance note.	twelve thousand dollars
87. Add Alternate #3: Mold Remediation. See note #9 below.	Recommend time and material or 3 bid process if mold is discovered. Impact would only involve immediate area.
88. Add Alternate #4: Lead abatement. See note #8 below.	Recommend time and material or 3 bid process. Abatement is only necessary if area might be disturbed in any way.

## NOTES & INSTRUCTIONS TO BIDDERS:

- (1) For a bid to be considered responsive, the bidder shall thoroughly fill out columns F, G, I, J.
- (2) For a bid to be considered responsive, the bidders shall thoroughly fill out item No **1 through 88**. The bidders shall write 0 if a value of an item is determined to be \$0.
- (3) The bidders are solely responsible for filling out the bid proposal properly, including checking all mathematics & formulas in this spreadsheet.
- (4) The bidders are solely responsible for examining the plan set, specifications & contract document to ensure complete delivery of all project requirements.
- (5) In case of discrepancy between the words and figures, the words shall prevail.
- (6) Project management staff includes all employees of the Contractor such as managers, superintendents, schedulers, timekeepers, clerks, etc., acting in a non-manual capacity.
- (7) The City would like to request all bidders to provide pricing on four (4) add alternate items. The City may/may not include the add alternate(S) in the selected contractor's scope, therefore, price for items 85, 86, 87, 88 are not considered a part of IFB proposal price.
- (8) Included in IFB bid package is environmental testing reports showing existence of lead paint. The bidders shall include pricing for lead abatement as an add alternate No. 88.
- (9) Although not confirmed, given the heavy rains in 2023 & current condition of the building roof, there is a possibility of existence of mold in the buildings. The bidders to provide pricing for mold testings, mold remediations & environmental clearance to be performed by contractor before start of work, should there be any mold in the building.
- (10) The bidders understand that the foregoing units of measures, divisions and division itemized breakdowns are approximate only, being given as a basis for the comparison of bids, and the City of Garden Grove does not expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or expedient by the Engineer.





## DESIGNATION OF SUBCONTRACTORS / REFERENCES

1. The undersigned certifies that the sub-bids of the following listed subcontractors have been used in making up this bid, and that the subcontractors listed will be used for the work for which they bid, subject to the approval of the Engineer, and in accordance with the applicable provisions of the Specifications.

Bidder's Name Bentley Construction Remodeling Inc. - Geoffrey Ogulnick

### Attached Copy of all subcontractor's DIR Certificate

#### PART I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/LICENSE NUMBER Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	DIR Reg. No. and Description of items of Work to be Performed	Local Agency Use Only (Certified DBE?)
<b>Name</b> T-Rex Demolition	<b>Phone</b> 626-257-3861	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	Demolition of Exterior areas as described on the demolition sheets. As well as Selective demolition on both interior areas and exterior areas. Cut new openings on tilt up panels, etc. Dir #1000027497 Exp:6/30/2023 Cslb #989006	<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #:
<b>Address</b> 14044 Clark St.	<b>Fax</b>			
<b>City State ZIP</b> Baldwin Park, CA. 91706			DBE&SBE CUCP#43331	Age of Firm (Yrs.)
<b>Name</b> Harris Steel Fence Co.	<b>Phone</b> 323 751 4104	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	Chain link fence around kennel and locker area. Fence and Rolling Gate with composite wood. Pedestrian Gate composite wood.	<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #:
<b>Address</b> 8720 S San Pedro St	<b>Fax</b> 323 751 8812		Dir# 1000002287 Exp:6/30/2023 Cslb# 319155	Age of Firm (Yrs.)
<b>City State ZIP</b> Los Angeles, Ca. 90003				
<b>Name</b> Menifee Valley Air Conditioning	<b>Phone</b> 951 471 3414	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	Provide new roof top units, ducting, captive air system, exhaust fans, ventilation, grills etc. Air balancing and t-24 certification.	<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #:
<b>Address</b> 3875 Industrial Ave.	<b>Fax</b> 951 471 3430		Dir#1000009469 Exp:6/30/2023 Cslb# 765865	Age of Firm (Yrs.)
<b>City State ZIP</b> Hemet, Ca. 92545				
<b>Name</b> Century Fire Protection	<b>Phone</b> 818 450 7997	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	Provide onsite fire sprinkler protection, new riser, underground plans, and permits through OCFA. Text Dir#1000063211	<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #:
<b>Address</b> 8504 Day St.	<b>Fax</b>		Cslb# 896121-C-16	Age of Firm (Yrs.)
<b>City State ZIP</b> Sunland, Ca. 91040				



**Attached Copy of all subcontractor's DIR Certificate**

**PART II**

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	DIR Reg. No. and Description of items of Work to be Performed	Local Agency Use Only (Certified DBE?)
<b>Name</b> EL Camino Asphalt Paving Corp	<b>Phone</b> 714 997 9357	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	Provide new asphalt as described in plans, slurry striping, detectable warnings, wheel stops, flood test, street utilities patch, some signage.	<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #:
<b>Address</b> 784 N Lemon St.	<b>Fax</b> 714 997 4857		Dir# 1000026445 Exp: 6/30/2023	
<b>City State ZIP</b> Orange, CA 92867			Cslb# 799983	Age of Firm (Yrs.)
<b>Name</b> OC Masonry	<b>Phone</b> 714 632 9114	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	Provide new footings, rebar, block wall on property line. Provide new footings, rebar, block for trash enclosure.	<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #:
<b>Address</b> 1175 E. Lincoln Ave ste 102	<b>Fax</b> 714 575 1132		Dir# 1000566441 Exp: 6/30/2023	
<b>City State ZIP</b> Anaheim, CA 92805			Cslb: 1033336	Age of Firm (Yrs.)
<b>Name</b> Hefes Flooring - Sergio Arellano	<b>Phone</b> 909 233 5995	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	Provide wall tile, floor tile, LVP, floor prep, cove base throughout.	<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #:
<b>Address</b> 1374 W. Koevering St.	<b>Fax</b>		Dir# 10000848394 Exp: 6/30/2023	
<b>City State ZIP</b> Rialto, CA 92376			Cslb# 1019468	Age of Firm (Yrs.)
<b>Name</b> EER Inc.	<b>Phone</b> 909 595 7665	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	Provide floor prep, resin sealer, dex-o-tec resin system for kitchen, and cove for kitchen.	<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #:
<b>Address</b> 145 Pacific St.	<b>Fax</b>		Dir# 1000000861 Exp: 6/30/2023	
<b>City State ZIP</b> Pomona, CA 91768	909 594 9435		Cslb# 625855 C-2, 61, 22, D-38, 06	Age of Firm (Yrs.)





**Attached Copy of all subcontractor's DIR Certificate**

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Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	DIR Reg. No. and Description of Items of Work to be Performed	Local Agency Use Only (Certified DBE?)
<b>Name</b> Ponderosa Electric	<b>Phone</b> 949 253 3100	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	Provide power distribution system, panels, breakers, lighting controls, lighting, recepticals, switches, exterior lighting and power. Labor and materials.	<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #:
<b>Address</b> 3911 E. La Palma Ave Unit D	<b>Fax</b> 949 253 3110		Dir# 10010226616 Exp: 6/30/2024 Cslb# 587453 C10	Age of Firm (Yrs.)
<b>City State ZIP</b> Anaheim, CA 92807				
<b>Name</b> Western Plumbing Services	<b>Phone</b> 714 552 4765	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	Provide all onsite water distribution, waste, Gas, condensation lines, fixtures, exterior waste and hose bib, kitchen connections. Excludes kitchen equipment.	<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #:
<b>Address</b> 1440 Fox Trotter Rd.	<b>Fax</b>		Dir# 1000063206 Exp: 6/30/2025 Cslb# 1021101 C36	Age of Firm (Yrs.)
<b>City State ZIP</b> Norco, CA 92860				
<b>Name</b> Quality First Woodworks	<b>Phone</b> 714 632 0480	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	Provide finished woodwork/millwork, solid surface tops on low walls, laminate countertops, check in counter	<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #:
<b>Address</b> 1264 N Lakeview Ave.	<b>Fax</b> 714 632 0970		Dir# 10000914017 Exp: 6/30/2024 Cslb# 876139 C6 C54	Age of Firm (Yrs.)
<b>City State ZIP</b> Anaheim, CA 92801				
<b>Name</b> Beniley Construction Remodeling Inc	<b>Phone</b> 760 851 1104	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	Provide install of prefab roof screen, exterior door awnings, composite wood facade, interior and exterior flatwork, interior sound panels wood frame related work.	<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #:
<b>Address</b> 2500 E Imperial Hwy Ste. 149a #279	<b>Fax</b>		Dir# 1000062871 Exp: 6/30/2024 Cslb# 1040061	Age of Firm (Yrs.)
<b>City State ZIP</b> Brea, CA 92821				



**Attached Copy of all subcontractor's DIR Certificate**

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Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	DIR Reg. No. and Description of Items of Work to be Performed	Local Agency Use Only (Certified DBE?)
<b>Name</b> Gaasch Construction Company	<b>Phone</b> 714 305 5957	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	Provide metal stud framing, drywall on walls and ceilings, provide thermal insulation, and paint.	<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #:
<b>Address</b> 8502 E chapman Ave. #318	<b>Fax</b> 714 649 9011		Dir#10000046207 Exp:6/30/2023 Cslb# 946686	Age of Firm (Yrs.)
<b>City State ZIP</b> Orange, CA 92869				
<b>Name</b> Trimark Raygal LLC	<b>Phone</b> 949 474 1000	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	Provide kitchen equipment and install as described in K0.1 - K-8.1. Dated 10/24/2022	<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #:
<b>Address</b> 210 Commerce St.	<b>Fax</b>		Dir# 1000005656 Exp:6/30/2025 Cslb# 1014395	Age of Firm (Yrs.)
<b>City State ZIP</b> Irvine, Ca. 92602				
<b>Name</b> Global Fire Technologies	<b>Phone</b> 818 330 7136	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	Provide fire life safety systems, alarm, facp, audible and visual warnings, plans and permits.	<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #:
<b>Address</b> 313 E. Broadway #312	<b>Fax</b> 818 330 7137		Dir# 1000051308 Exp:6/30/2025 Cslb# 977810 C10, C-7	Age of Firm (Yrs.)
<b>City State ZIP</b> Glendale, CA 92109				
<b>Name</b> Stumbaugh And Associates	<b>Phone</b> 818 240 1627	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	Provide restroom accessories, toilet compartments, shower compartments, grab bars, shower curtains and install.	<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #:
<b>Address</b> 3303 N. San Fernando Boulevard	<b>Fax</b>		Dir# 1000004145 Exp:6/30/2023 Cslb#288724 C-61/ D-24 & C-61/ D34	Age of Firm (Yrs.)
<b>City State ZIP</b> Burbank, CA 91504				





**Attached Copy of all subcontractor's DIR Certificate**

**PART II**

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	DIR Reg. No. and Description of Items of Work to be Performed	Local Agency Use Only (Certified DBE?)
<b>Name</b> Suntek Roofing	<b>Phone</b> 760 717 2031	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	Provide labor and material to update, relocate, extend solutubes.	<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #:
<b>Address</b> P.O. Box 460623	<b>Fax</b> 760 432 0938		Dir# 10000001921 Exp: 6/30/2023 Cslb# 929634 C39	Age of Firm (Yrs.)
<b>Name</b> J&C Underground	<b>Phone</b> 818 674 9433	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	Provide labor and materials for offsite domestic water, fire water, existing water cap, grease interceptor and connection to existin, storm drain system(on and offsite) Possible offsite sewer lateral.	<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #:
<b>Address</b> 1800 N. Pepper Street	<b>Fax</b> 818 526 0013		Dir# 1000004239 Exp:6/30/2024 Cslb# 734860 A-General Engineering	Age of Firm (Yrs.)
<b>Name</b> Pacific Single Ply Roofing Inc	<b>Phone</b> 532 691 3999	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	Provide roof repairs around new penetrations, equipment platforms, exhaust fans, solatubes, mechanical curbs, and vents.	<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #:
<b>Address</b> P.O. Box 217	<b>Fax</b> 562 691 5852		Dir# 10000007564 Exp:6/30/2023 Cslb# 777968 C39	Age of Firm (Yrs.)
<b>Name</b> Giroux Glass	<b>Phone</b> Text	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	Provide labor and materials for entry storefront, glazing, kitchen pass through and fixed windows.	<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #:
<b>Address</b> 850 Washington Blvd	<b>Fax</b>		Dir# 1000004562 Exp: 6/30/2023 Cslb: 630124 C17	Age of Firm (Yrs.)
<b>City State ZIP</b> Los Angeles, CA 90015				



## Contractor Information

**Legal Entity Name**  
GIROUX GLASS, INC.

**Legal Entity Type**  
Corporation

**Status**  
Active

**Registration Number**  
1000004562

**Registration effective date**  
7/1/2022

**Registration expiration date**  
6/30/2023

**Mailing Address**  
850 W. WASHINGTON BLVD. LOS ANGELES 90015 C...

**Physical Address**  
850 W. WASHINGTON BLVD. LOS ANGELES 90015 C...

**Email Address**

**Trade Name/DBA**  
GIROUX GLASS, INC.

**License Number(s)**

CSLB:630124

CSLB:141159

CSLB:370792

CSLB:0044805

CSLB:630124

## Registration History

Effective Date	Expiration Date
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6/15/2018	6/30/2019
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6/15/2017	6/30/2018
-----------	-----------

5/26/2016	6/30/2017
-----------	-----------

6/23/2015	6/30/2016
-----------	-----------

12/31/2014	6/30/2015
------------	-----------

7/1/2019	6/30/2020
----------	-----------

7/1/2020	6/30/2021
----------	-----------

7/1/2021	6/30/2022
----------	-----------

7/1/2022	6/30/2023
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## Legal Entity Information

**Corporation Number:**

**Federal Employment Identification Number:**

**President Name:**

Nataline Lomedico

**Vice President Name:**

**Treasurer Name:**

**Secretary Name:**

**CEO Name:**

Nataline Lomedico

**Agent of Service Name:**

Giroux Glass Inc. ESOP Trust

**Agent of Service Mailing Address:**

850 W. Washington Blvd. Los Angeles 90015 CA United States of America

# Workers Compensation

Do you lease employees No  
through Professional  
Employer Organization  
(PEO)?:

Please provide your  
current workers  
compensation  
insurance information  
below:

	PEO	PEO	PEO
PEO Information	Name	Phone	Email

Insured by Carrier

**Policy Holder Name:**GIROUX GLASS, INC.**Insurance Carrier:**Federal Insurance Company  
**Policy Number:**54309890**Inception date:**2/1/2022**Expiration Date:**2/1/2023

## Contractor Information

**Legal Entity Name**

Sergio Arellano

**Legal Entity Type**

Corporation

**Status**

Active

**Registration Number**

PW-LR-1000848394

**Registration effective date**

4/18/2023

**Registration expiration date**

6/30/2023

**Mailing Address**

1374 w van koeving st Rialto 92376 CA United ...

**Physical Address**

1374 w van koeving st Rialto 92376 CA United ...

**Email Address****Trade Name/DBA**

Hefes floor covering

**License Number(s)**

CSLB:1019468

## Registration History

**Effective Date****Expiration Date**

12/14/2021

6/30/2022

4/18/2023

6/30/2023

## Legal Entity Information

**Corporation Number:****Federal Employment Identification Number:****President Name:**

Sergio Arellano

**Vice President Name:****Treasurer Name:****Secretary Name:****CEO Name:****Agent of Service Name:**

California Registered Agent Inc

**Agent of Service Mailing Address:**

1401 21st street suit R Sacramento 95811 CA United States of America

## Workers Compensation

Do you lease employees through Professional Employer Organization (PEO)?:

No  
Please provide your current workers compensation insurance information below:

PEO InformationName	PEO Phone	PEO Email
---------------------	-----------	-----------



## Contractor Information

**Legal Entity Name**  
PACIFIC SINGLE PLY ROOFING, INC.  
**Legal Entity Type**  
Corporation  
**Status**  
Active  
**Registration Number**  
1000007564  
**Registration effective date**  
7/1/2022  
**Registration expiration date**  
6/30/2023  
**Mailing Address**  
PO Box 217 LA HABRA Heights 90633 CA United...  
**Physical Address**  
1707 NABAL RD. LA HABRA Heights 90631 CA U...  
**Email Address**  
**Trade Name/DBA**  
PACIFIC SINGLE PLY ROOFING, INC.  
**License Number(s)**  
CSLB:777968  
CSLB:777968

## Registration History

Effective Date	Expiration Date
6/5/2018	6/30/2019
5/30/2017	6/30/2018
5/31/2016	6/30/2017
6/3/2015	6/30/2016
1/29/2015	6/30/2015
7/1/2019	6/30/2020
7/1/2020	6/30/2022
7/1/2022	6/30/2023

## Legal Entity Information

**Corporation Number:**  
**Federal Employment Identification Number:**  
**President Name:**  
Al Montoya  
**Vice President Name:**  
Al Montoya  
**Treasurer Name:**  
**Secretary Name:**  
**CEO Name:**  
Al Montoya

**Agent of Service Name:**  
Al Montoya

**Agent of Service Mailing Address:**  
1707 Nabal Rd.,La Habra Heights, Ca 90631 PO Box 217, La Habra, Ca 90633 90633 CA United States of America

## Workers Compensation

Do you lease employees No  
through Professional  
Employer Organization  
(PEO)?:

Please provide your  
current workers  
compensation  
insurance information  
below:

	PEO	PEO	PEO
PEO Information	Name	Phone	Email

Insured by Carrier

**Policy Holder Name:**PACIFIC SINGLE PLY ROOFING, INC.**Insurance Carrier:**  
STATE COMPENSATION INSURANCE FUND**Policy Number:**6696006-21**Inception date:**  
8/23/2021**Expiration Date:**8/23/2022

## Contractor Information

**Legal Entity Name**

TRIMARK RAYGAL, LLC

**Legal Entity Type**

Corporation

**Status**

Active

**Registration Number**

1000005656

**Registration effective date**

7/1/2022

**Registration expiration date**

6/30/2025

**Mailing Address**

210 COMMERCE IRVINE 92602 CA United State...

**Physical Address**

210 COMMERCE IRVINE 92602 CA United State...

**Email Address****Trade Name/DBA**

TRIMARK RAYGAL, LLC

**License Number(s)**

CSLB:1014395

## Registration History

**Effective Date****Expiration Date**

6/14/2018

6/30/2019

6/16/2017

6/30/2018

6/13/2016

6/30/2017

6/30/2015

6/30/2016

1/15/2015

6/30/2015

7/1/2019

6/30/2022

7/1/2022

6/30/2025

## Legal Entity Information

**Agent of Service Name:**

REGISTERED AGENT SOLUTIONS, INC.

**Agent of Service Mailing Address:**

720 14TH STREET SACRAMENTO 95814 CA United States of America

**Corporation Number:****Federal Employment Identification Number:****President Name:**

Howard Cantrell

**Vice President Name:****Treasurer Name:****Secretary Name:****CEO Name:**

## Workers Compensation

Do you lease employees No  
through Professional  
Employer Organization  
(PEO)?:

Please provide your  
current workers  
compensation  
insurance information  
below:

	PEO	PEO	PEO
PEO Information	Name	Phone	Email

Insured by Carrier

**Policy Holder Name:**TRIMARK RAYGAL, LLC**Insurance Carrier:**

Assurance, a Marsh & McLennan Agency LLC company**Policy Number:**JCDS1003D0

**Inception date:**7/1/2021**Expiration Date:**7/1/2022

## Contractor Information

**Legal Entity Name**  
J&C UNDERGROUND GENERAL ENGINEERING C...

**Legal Entity Type**  
Sole Proprietorship

**Status**  
Active

**Registration Number**  
1000004239

**Registration effective date**  
7/1/2021

**Registration expiration date**  
6/30/2024

**Mailing Address**  
1800 N PEPPER STREET BURBANK 91505 CA Uni...

**Physical Address**  
1800 N PEPPER STREET BURBANK 91505 CA Uni...

**Email Address**

**Trade Name/DBA**  
J&C UNDERGROUND GENERAL ENGINEERING C...

**License Number(s)**  
CSLB:734860

## Registration History

Effective Date	Expiration Date
5/25/2018	6/30/2019
6/22/2017	6/30/2018
6/23/2016	6/30/2017
6/29/2015	6/30/2016
12/22/2014	6/30/2015
7/1/2019	6/30/2021
7/1/2021	6/30/2024

## Legal Entity Information

Sole Proprietor Name:

## Workers Compensation

Do you lease employees No  
through Professional  
Employer Organization  
(PEO)?:  
Please provide your  
current workers  
compensation  
insurance information  
below:

PEO	PEO	PEO
PEO InformationName	Phone	Email



Insured by Carrier

**Policy Holder Name:**J&C UNDERGROUND GENERAL ENGINEERING CONTRACTOR

**Insurance Carrier:**STATE COMPENSATION INSURANCE FUND**Policy Number:**9069568-18

**Inception date:**9/1/2020**Expiration Date:**9/1/2021





## Contractor Information

**Legal Entity Name**

T-REX DEMOLITION INC.

**Legal Entity Type**

Corporation

**Status**

Active

**Registration Number**

1000027497

**Registration effective date**

7/15/2021

**Registration expiration date**

6/30/2023

**Mailing Address**

14044 CLARK ST. BALDWIN PARK 91706 CA Unit...

**Physical Address**

14044 CLARK ST. BALDWIN PARK 91706 CA Unit...

**Email Address****Trade Name/DBA****License Number(s)**

CSLB:989006

CSLB:989006

CSLB:989006

## Registration History

**Effective Date****Expiration Date**

6/29/2018

6/30/2019

6/28/2017

6/30/2018

7/6/2016

6/30/2017

8/4/2015

6/30/2016

7/1/2019

6/30/2020

7/1/2020

6/30/2021

7/15/2021

6/30/2023

## Legal Entity Information

**Corporation Number:**

3516112

**Federal Employment Identification Number:****President Name:**

MANUEL G. IBARRA

**Vice President Name:**

MARISOL IBARRA

**Treasurer Name:****Secretary Name:**

MANUEL G. IBARRA

**CEO Name:****Agent of Service Name:**

MANUEL G. IBARRA

**Agent of Service Mailing Address:**

14044 CLARK ST. BALDWIN PARK 91706 CA United States of America



## Workers Compensation

Do you lease employees No  
through Professional  
Employer Organization  
(PEO)?:

Please provide your  
current workers  
compensation  
insurance information  
below:

	PEO	PEO	PEO
PEO Information	Name	Phone	Email

Insured by Carrier

**Policy Holder Name:**T-REX DEMOLIITON INC.**Insurance Carrier:**

STATE COMPENSATION INSURANCE FUND**Policy Number:**9167853-16**Inception date:**  
10/10/2020**Expiration Date:**10/11/2021



## Contractor Information

**Legal Entity Name**  
T-REX DEMOLITION INC.  
**Legal Entity Type**  
Corporation  
**Status**  
Active  
**Registration Number**  
1000027497  
**Registration effective date**  
7/15/2021  
**Registration expiration date**  
6/30/2023  
**Mailing Address**  
14044 CLARK ST. BALDWIN PARK 91706 CA Unit..  
**Physical Address**  
14044 CLARK ST. BALDWIN PARK 91706 CA Unit..  
**Email Address**  
**Trade Name/DBA**  
**License Number(s)**  
CSLB:989006  
CSLB:989006  
CSLB:989006

## Registration History

Effective Date	Expiration Date
6/29/2018	6/30/2019
6/28/2017	6/30/2018
7/6/2016	6/30/2017
8/4/2015	6/30/2016
7/1/2019	6/30/2020
7/1/2020	6/30/2021
7/15/2021	6/30/2023

## Legal Entity Information

**Corporation Number:**  
3516112  
**Federal Employment Identification Number:**  
**President Name:**  
MANUEL G. IBARRA  
**Vice President Name:**  
MARISOL IBARRA  
**Treasurer Name:**  
**Secretary Name:**  
MANUEL G. IBARRA  
**CEO Name:**  
  
**Agent of Service Name:**  
MANUEL G. IBARRA  
**Agent of Service Mailing Address:**  
14044 CLARK ST. BALDWIN PARK 91706 CA United States of America





## Workers Compensation

Do you lease employees No  
through Professional  
Employer Organization  
(PEO)?:

Please provide your  
current workers  
compensation  
insurance information  
below:

PEO	PEO	PEO
PEO InformationName	Phone	Email

Insured by Carrier

**Policy Holder Name:**T-REX DEMOLIITON INC.**Insurance Carrier:**

**STATE COMPENSATION INSURANCE FUND****Policy Number:**9167853-16**Inception date:**  
10/10/2020**Expiration Date:**10/11/2021

## Contractor Information

**Legal Entity Name**  
HARRIS STEEL FENCE CO., INC  
**Legal Entity Type**  
Corporation  
**Status**  
Active  
**Registration Number**  
1000002287  
**Registration effective date**  
7/1/2022  
**Registration expiration date**  
6/30/2023  
**Mailing Address**  
8728 S SAN PEDRO ST LOS ANGELES 90003 CA ...  
**Physical Address**  
8728 S SAN PEDRO ST LOS ANGELES 90003 CA ...  
**Email Address**  
**Trade Name/DBA**  
HARRIS STEEL FENCE CO., INC  
**License Number(s)**  
CSLB:319155  
CSLB:319155

## Registration History

Effective Date	Expiration Date
6/14/2018	6/30/2019
6/14/2017	6/30/2018
6/9/2016	6/30/2017
6/8/2015	6/30/2016
10/28/2014	6/30/2015
7/1/2019	6/30/2020
7/1/2020	6/30/2022
7/1/2022	6/30/2023



## Legal Entity Information

Corporation Number:

Federal Employment Identification Number:

President Name:

William Blanciak

Vice President Name:

Daniel Blanciak

Treasurer Name:

Secretary Name:

CEO Name:

Agent of Service Name:

Daniel Blanciak

Agent of Service Mailing Address:

9471 Neopani Dr Huntington Beach 92646 CA United States of America

## Workers Compensation

Do you lease employees No

through Professional

Employer Organization

(PEO)?:

Please provide your

current workers

compensation

insurance information

below:

	PEO	PEO	PEO
PEO Information	Name	Phone	Email

Insured by Carrier

Policy Holder Name:HARRIS STEEL FENCE CO., INCInsurance Carrier:

INSURANCE COMPANY OF THE WESTPolicy Number:WVE503091002Inception date:

7/29/2021Expiration Date:7/29/2022



## Contractor Information

**Legal Entity Name**  
MENIFEE VALLEY AIR CONDITIONING, INC.

**Legal Entity Type**  
Corporation

**Status**  
Active

**Registration Number**  
1000009469

**Registration effective date**  
7/1/2022

**Registration expiration date**  
6/30/2023

**Mailing Address**  
3875 INDUSTRIAL AVE HEMET 92545 CA United...

**Physical Address**  
3875 INDUSTRIAL AVE HEMET 92545 CA United...

**Email Address**

**Trade Name/DBA**  
MENIFEE VALLEY AIR CONDITIONING, INC.

**License Number(s)**  
CSLB:765865  
CSLB:765865

## Registration History

Effective Date	Expiration Date
11/13/2018	6/30/2019
6/23/2017	6/30/2018
8/31/2016	6/30/2017
10/29/2015	6/30/2016
2/12/2015	6/30/2015
7/1/2019	6/30/2020
7/1/2020	6/30/2021
7/1/2021	6/30/2022
7/1/2022	6/30/2023

## Legal Entity Information

**Corporation Number:**

**Federal Employment Identification Number:**

**President Name:**  
John Lawson

**Vice President Name:**

**Treasurer Name:**

**Secretary Name:**

**CEO Name:**  
Michael McCarthy

**Agent of Service Name:**  
John Lawson

**Agent of Service Mailing Address:**  
3875 Industrial Ave. Hemet 92545 CA United States of America





Do you lease employees No  
through Professional  
Employer Organization  
(PEO)?:

Please provide your  
current workers  
compensation  
insurance information  
below:

	PEO	PEO	PEO
PEO Information	Name	Phone	Email

Insured by Carrier

**Policy Holder Name:**MENIFEE VALLEY AIR CONDITIONING, INC.**Insurance Carrier:**  
Insurance Company of the West**Policy Number:**WSD504559903**Inception date:**  
1/1/2022**Expiration Date:**1/1/2023



## Contractor Information

Legal Entity Name	KOD GRIGORIAN
Legal Entity Type	Corporation
Status	Active
Registration Number	1000063211
Registration effective date	1/4/2023
Registration expiration date	6/30/2023
Mailing Address	8504 Day St. Sunland 91040 CA United States of...
Physical Address	8504 Day St. Sunland 91040 CA United States of...
Email Address	
Trade Name/DBA	CENTURY FIRE PROTECTION
License Number(s)	CSLB:896121

## Registration History

Effective Date	Expiration Date
1/7/2019	6/30/2019
7/1/2019	6/30/2020
9/9/2021	6/30/2022
1/4/2023	6/30/2023

## Legal Entity Information

Corporation Number:	
Federal Employment Identification Number:	
President Name:	Klod Grigorian
Vice President Name:	
Treasurer Name:	
Secretary Name:	
CEO Name:	Klod Grigorian
Agent of Service Name:	Klod Grigorian
Agent of Service Mailing Address:	8504 Day Street Sunland 91040 CA United States of America

## Workers Compensation



Do you lease employees No  
through Professional  
Employer Organization  
(PEO)?:

Please provide your  
current workers  
compensation  
insurance information  
below:

	PEO	PEO	PEO
PEO Information	Name	Phone	Email

Insured by Carrier

Policy Holder Name:CENTURY FIRE PROTECTIONInsurance Carrier:STATE FUND

Policy Number:9219623-18Inception date:10/11/2018Expiration Date:10/11/2023





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0.0 0.1 0.2 0.3

Legal Entity Name	Effective Date	Expiration Date
EL CAMINO ASPHALT PAVING CORP.		
Legal Entity Type	5/29/2018	6/30/2019
Corporation		
Status	6/12/2017	6/30/2018
Active		
Registration Number	7/6/2016	6/30/2017
1000026445		
Registration effective date	7/28/2015	6/30/2016
7/1/2021		
Registration expiration date	7/1/2019	6/30/2020
6/30/2023		
Mailing Address	7/1/2020	6/30/2021
784 N. LEMON ST. ORANGE 92867 CA United St...		
Physical Address	7/1/2021	6/30/2023
784 N. LEMON ST. ORANGE 92867 CA United St...		
Email Address		
Trade Name/DBA		
EL CAMINO ASPHALT PAVING CORP.		
License Number(s)		
CSLB:799983		
CSLB:799983		

## Legal Entity Information

Corporation Number:

C2227302

Federal Employment Identification Number:

President Name:

JAVIER SILVA JR.

Vice President Name:

Treasurer Name:

DIANA G. SILVA

Secretary Name:

DIANA G. SILVA

CEO Name:

JAVIER SILVA JR.

Agent of Service Name:

EL CAMINO ASPHALT PAVING CORP.

Agent of Service Mailing Address:

784 N. LEMON ST. ORANGE 92867 CA United States of America



# Workers Compensation



Do you lease employees No  
through Professional  
Employer Organization  
(PEO)?:

Please provide your  
current workers  
compensation  
insurance information  
below:

PEO	PEOPLE, INC.	PEO	(800) 750-1932	PEO
PEO InformationName		Phone		Email

Insured by Carrier

**Policy Holder Name:**EL CAMINO ASPHALT PAVING CORPORATION**Insurance Carrier:**  
Everest Premier Insurance Co.**Policy Number:**7600021314211**Inception date:**2/4/2021  
**Expiration Date:**2/4/2022



## Contractor Information

**Legal Entity Name**  
OC Hills Masonry, Inc.

**Legal Entity Type**  
Corporation

**Status**  
Active

**Registration Number**  
PW-LR-1000566441

**Registration effective date**  
2/22/2023

**Registration expiration date**  
6/30/2023

**Mailing Address**  
1775 East Lincoln Avenue, 102 Anaheim 92805 CA...

**Physical Address**  
1775 East Lincoln Avenue, 102 Anaheim 92805 CA...

**Email Address**

**Trade Name/DBA**

**License Number(s)**  
CSLB:1033336

## Registration History

Effective Date	Expiration Date
2/17/2020	6/30/2022
2/22/2023	6/30/2023

## Legal Entity Information

**Corporation Number:**  
**Federal Employment Identification Number:**  
**President Name:**  
Nathalie Saucedo  
**Vice President Name:**  
Joseph Saucedo  
**Treasurer Name:**  
**Secretary Name:**  
**CEO Name:**

**Agent of Service Name:**  
Nathalie Saucedo  
**Agent of Service Mailing Address:**  
1775 East Lincoln Avenue, 102 Anaheim 92805 CA United States of America

## Workers Compensation



Do you lease employees No  
through Professional  
Employer Organization  
(PEO)?:

Please provide your  
current workers  
compensation  
insurance information  
below:

	PEO	PEO	PEO
PEO Information	Name	Phone	Email

Insured by Carrier

**Policy Holder Name:**OC Hills Masonry, Inc**Insurance Carrier:**

ACE AMERICAN INSURANCE COMPANY**Policy Number:**C66010983**Inception date:**  
3/1/2022**Expiration Date:**3/1/2023





# Contractor Information

**Legal Entity Name**  
 Sergio Arellano  
**Legal Entity Type**  
 Corporation  
**Status**  
 Expired  
**Registration Number**  
 PW-LR-1000848394  
**Registration effective date**  
 12/14/2021  
**Registration expiration date**  
 6/30/2022  
**Mailing Address**  
 1374 w van koevering st Rialto 92376 CA United ...  
**Physical Address**  
 1374 w van koevering st Rialto 92376 CA United ...  
**Email Address**  
**Trade Name/DBA**  
 Hefes floor covering  
**License Number(s)**  
 CSLB:1019468

# Registration History

Effective Date	Expiration Date
12/14/2021	6/30/2022

# Legal Entity Information

**Corporation Number:**  
**Federal Employment Identification Number:**  
**President Name:**  
 Sergio Arellano  
**Vice President Name:**  
**Treasurer Name:**  
 Efrain Arellano  
**Secretary Name:**  
 Esmeralda Arellano  
**CEO Name:**  
  
**Agent of Service Name:**  
 Nikki Steen  
**Agent of Service Mailing Address:**  
 16830 Ventura Blvd suit 360 Encino 91436 CA United States of America

# Workers Compensation



Do you lease employees No

through Professional

Employer Organization  
(PEO)?:

Please provide your  
current workers  
compensation  
insurance information  
below:

	PEO	PEO	PEO
PEO Information	Name	Phone	Email

Insured by Carrier

Policy Holder Name:Hefe's floor coveringInsurance Carrier:State FundPolicy Number:  
9309971-2021Inception date:12/14/2021Expiration Date:12/14/2022



## Contractor Information

### Legal Entity Name

EER, INC.

### Legal Entity Type

Corporation

### Status

Active

### Registration Number

1000000861

### Registration effective date

7/1/2022

### Registration expiration date

6/30/2023

### Mailing Address

145 PACIFIC ST. POMONA 91768 CA United Stat...

### Physical Address

145 PACIFIC ST. POMONA 91768 CA United Stat...

### Email Address

Trade Name/DBA

EER, INC.

### License Number(s)

CSLB:625855

CSLB:625855

## Registration History

### Effective Date

### Expiration Date

6/4/2018

6/30/2019

5/9/2017

6/30/2018

5/10/2016

6/30/2017

6/11/2015

6/30/2016

8/14/2014

6/30/2015

7/1/2019

6/30/2020

7/1/2020

6/30/2021

7/1/2021

6/30/2022

7/1/2022

6/30/2023

## Legal Entity Information

### Corporation Number:

### Federal Employment Identification Number:

### President Name:

Gregory Hendrickson

### Vice President Name:

Jerry Hendrickson

### Treasurer Name:

Laurel Hendrickson

### Secretary Name:

Laurel Hendrickson

### CEO Name:

### Agent of Service Name:

Gregory Hendrickson

### Agent of Service Mailing Address:

145 Pacific St. Pomona 91768 CA United States of America



## Workers Compensation

Do you lease employees No  
through Professional  
Employer Organization  
(PEO)?:

Please provide your  
current workers  
compensation  
insurance information  
below:

	PEO	PEO	PEO
PEO Information	Name	Phone	Email

Insured by Carrier

Policy Holder Name:EER, INC.Insurance Carrier:CYPRESS INSURANCE COMPANY

Policy Number:EEWC318075Inception date:1/1/2022Expiration Date:1/1/2023





## Contractor Information

### Legal Entity Name

DANIEL GAASCH

### Legal Entity Type

Sole Proprietorship

### Status

Active

### Registration Number

1000046207

### Registration effective date

7/1/2022

### Registration expiration date

6/30/2023

### Mailing Address

8502 E. CHAPMAN AVENUE #318 ORANGE 92869 C...

### Physical Address

29142 SLEEPY HOLLOW SILVERADO 92676 CA Unite...

### Email Address

### Trade Name/DBA

GAASCH CONSTRUCTION COMPANY

Gaasch Construction company

### License Number(s)

CSLB:946689

CSLB:946689

## Registration History

### Effective Date

### Expiration Date

9/10/2018

6/30/2019

7/6/2017

6/30/2018

1/25/2017

6/30/2017

7/18/2019

6/30/2020

7/1/2020

6/30/2021

7/1/2021

6/30/2022

7/1/2022

6/30/2023

## Legal Entity Information

Sole Proprietor Name:

## Workers Compensation



Do you lease employees through Professional Employer Organization (PEO)?:

Please provide your current workers compensation insurance information below:

	PEO	PEO	PEO
PEO Information	Name	Phone	Email

Insured by Carrier

**Policy Holder Name:**GAASCH CONSTRUCTION COMPANY**Insurance Carrier:**  
Falls Lake Fire and Casualty Company**Policy Number:**FLA017589**Inception date:**  
8/29/2021**Expiration Date:**8/28/2022



## Contractor Information

**Legal Entity Name**

Premier Culinary Solutions, Inc.

**Legal Entity Type**

Corporation

**Status**

Active

**Registration Number**

PW-LR-1000456875

**Registration effective date**

7/1/2022

**Registration expiration date**

6/30/2025

**Mailing Address**

1530 S. Lewis Street Anaheim 92805 CA United ...

**Physical Address**

1530 S. Lewis Street Anaheim 92805 CA United ...

**Email Address****Trade Name/DBA**

Premier Prefabricated Equipment

**License Number(s)**

CSLB:1057430

## Registration History

**Effective Date****Expiration Date**

8/26/2019

6/30/2020

7/1/2020

6/30/2021

7/1/2021

6/30/2022

7/1/2022

6/30/2025

## Legal Entity Information

**Corporation Number:****Federal Employment Identification Number:****President Name:**

Scott Roczey

**Vice President Name:****Treasurer Name:****Secretary Name:**

Costel Coca

**CEO Name:****Agent of Service Name:**

Scott Roczey

**Agent of Service Mailing Address:**

1530 S Lewis St, Anaheim, CA 92805 Anaheim 92805 CA United States of America

## Workers Compensation



Do you lease employees No  
through Professional  
Employer Organization  
(PEO)?:

Please provide your  
current workers  
compensation  
insurance information  
below:

	PEO	PEO	PEO
PEO Information	Name	Phone	Email

Insured by Carrier

**Policy Holder Name:**Premier Culinary Solutions, Inc.**Insurance Carrier:**

Ace American Insurance Company**Policy Number:**C68801175**Inception date:**  
12/25/2021**Expiration Date:**7/1/2022





## Contractor Information

**Legal Entity Name**

GLOBAL FIRE TECHNOLOGIES, INC.

**Legal Entity Type**

Corporation

**Status**

Active

**Registration Number**

1000051308

**Registration effective date**

7/1/2022

**Registration expiration date**

6/30/2025

**Mailing Address**

313 E. BROADWAY # 312 GLENDALE 91209 CA ...

**Physical Address**

555 Arden Ave Glendale 91203 CA United States...

**Email Address****Trade Name/DBA****License Number(s)**

CSLB:977810

CSLB:977810

## Registration History

**Effective Date****Expiration Date**

6/14/2018

6/30/2019

7/25/2017

6/30/2018

7/1/2019

6/30/2022

7/1/2022

6/30/2025

## Legal Entity Information

**Corporation Number:****Federal Employment Identification Number:****President Name:**

Gevorg Hovhannisyan

**Vice President Name:**

Steve Arezoomanain

**Treasurer Name:****Secretary Name:****CEO Name:****Agent of Service Name:**

Ana Biglarian

**Agent of Service Mailing Address:**

313 E. Broadway #312 Glendale 91209 CA United States of America

## Workers Compensation



Do you lease employees No  
through Professional  
Employer Organization  
(PEO)?:

Please provide your  
current workers  
compensation  
insurance information  
below:

	PEO	PEO	PEO
PEO Information	Name	Phone	Email

Insured by Carrier

**Policy Holder Name:**GLOBAL FIRE TECHNOLOGIES, INC.**Insurance Carrier:**

**INSURANCE COMPANY OF THE WEST****Policy Number:**WSD5053832 02**Inception date:**  
10/25/2021**Expiration Date:**10/25/2022



## Contractor Information

**Legal Entity Name**

STUMBAUGH & ASSOCIATES, INC.

**Legal Entity Type**

Corporation

**Status**

Active

**Registration Number**

1000004145

**Registration effective date**

7/1/2022

**Registration expiration date**

6/30/2023

**Mailing Address**

3303 N.SAN FERNANDO BLVD. BURBANK 91504 CA..

**Physical Address**

3303 N.SAN FERNANDO BLVD. BURBANK 91504 CA..

**Email Address****Trade Name/DBA**

STUMBAUGH & ASSOCIATES, INC.

**License Number(s)**

Other:0034772

CSLB:288724

CSLB:288724

## Registration History

**Effective Date****Expiration Date**

5/14/2018

6/30/2019

5/10/2017

6/30/2018

5/7/2016

6/30/2017

6/26/2015

6/30/2016

12/19/2014

6/30/2015

7/1/2019

6/30/2022

7/1/2022

6/30/2023

## Legal Entity Information

**Corporation Number:****Federal Employment Identification Number:****President Name:**

Jeffrey Stumbaugh

**Vice President Name:**

Timothy Reardon

**Treasurer Name:**

Mark Herzer

**Secretary Name:**

Mark Herzer

**CEO Name:**

Mark Herzer

**Agent of Service Name:**

Mark Herzer

**Agent of Service Mailing Address:**

3303 N. San Fernando Blvd. Burbank 91504 CA United States of America



## Workers Compensation

Do you lease employees No  
through Professional  
Employer Organization  
(PEO)?:

Please provide your  
current workers  
compensation  
insurance information  
below:

	PEO	PEO	PEO
PEO Information	Name	Phone	Email

Insured by Carrier

**Policy Holder Name:**STUMBAUGH & ASSOCIATES, INC.**Insurance Carrier:**

Travelers Property Casualty Co of America**Policy Number:**UB5P3555772226G

**Inception date:**3/1/2022**Expiration Date:**3/1/2023





## Contractor Information

**Legal Entity Name**  
Ponderosa Electric, Inc.  
**Legal Entity Type**  
Corporation  
**Status**  
Active  
**Registration Number**  
PW-LR-1001026616  
**Registration effective date**  
4/6/2023  
**Registration expiration date**  
6/30/2024  
**Mailing Address**  
3911 East La Palma Avenue, Suite D Anaheim 92807 C...  
**Physical Address**  
3911 East La Palma Avenue, Suite D Anaheim 92807 C...  
**Email Address**  
**Trade Name/DBA**  
**License Number(s)**  
CSLB:587453

## Registration History

Effective Date	Expiration Date
4/6/2023	6/30/2024

## Legal Entity Information

**Corporation Number:**  
**Federal Employment Identification Number:**  
**President Name:**  
Dale F Arnold  
**Vice President Name:**  
Dale F Arnold  
**Treasurer Name:**  
Dale F Arnold  
**Secretary Name:**  
Dale F Arnold  
**CEO Name:**  
Dale F Arnold  
  
**Agent of Service Name:**  
Dale F Arnold  
**Agent of Service Mailing Address:**  
35507 Inverness Ave. Palm Desert 92211 CA United States of America



## Workers Compensation

Do you lease employees through Professional Employer Organization (PEO)?:

Please provide your current workers compensation insurance information below:

PEO Information	PEO Name	PEO Phone	PEO Email

Insured by Carrier

**Policy Holder Name:**Ponderosa Electric, Inc.**Insurance Carrier:**

Technology Insurance Company**Policy Number:**TWC4170980**Inception date:**9/26/2022

**Expiration Date:**9/23/2023



## Contractor Information

**Legal Entity Name**  
WESTERN PLUMBING SERVICES

**Legal Entity Type**  
Corporation

**Status**  
Active

**Registration Number**  
1000063206

**Registration effective date**  
4/5/2023

**Registration expiration date**  
6/30/2025

**Mailing Address**  
2784 Wycliffe St Corona 92879 CA United States...

**Physical Address**  
2784 Wycliffe St Corona 92879 CA United States...

**Email Address**

**Trade Name/DBA**  
PLUMBING

**License Number(s)**  
CSLB:1021101

## Registration History

Effective Date	Expiration Date
1/7/2019	6/30/2019
7/1/2021	6/30/2022
3/10/2021	6/30/2021
4/5/2023	6/30/2025

## Legal Entity Information

**Corporation Number:**

**Federal Employment Identification Number:**

**President Name:**  
Jerry Montoya

**Vice President Name:**

**Treasurer Name:**

**Secretary Name:**

**CEO Name:**

**Agent of Service Name:**  
Western Plumbing Services

**Agent of Service Mailing Address:**  
2784 Wycliffe St. Corona 92879 CA United States of America

## Workers Compensation



Do you lease employees through Professional Employer Organization (PEO)?:

No  
Please provide your current workers compensation insurance information below:

PEO Information	PEO Name	PEO Phone	PEO Email
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Insured by Carrier  
Policy Holder Name:STATE FARMInsurance Carrier:  
STATE FARM FIRE AND CASUALTY COMPANYPolicy Number:90EWF2945Inception date:  
8/24/2022Expiration Date:8/24/2023





## Contractor Information

**Legal Entity Name**  
Quality First Woodworks, Inc  
**Legal Entity Type**  
Corporation  
**Status**  
Active  
**Registration Number**  
PW-LR-1000914017  
**Registration effective date**  
7/1/2022  
**Registration expiration date**  
6/30/2024  
**Mailing Address**  
1264 N. Lakeview Ave Anaheim 92807 CA Unite...  
**Physical Address**  
1264 N. Lakeview Ave Anaheim 92807 CA Unite...  
**Email Address**  
**Trade Name/DBA**  
Quality First Woodworks, Inc.  
**License Number(s)**  
CSLB:876139

## Registration History

Effective Date	Expiration Date
7/1/2022	6/30/2024

## Legal Entity Information

**Corporation Number:**  
**Federal Employment Identification Number:**  
**President Name:**  
Mark Nappi  
**Vice President Name:**  
Randy Dell  
**Treasurer Name:**  
**Secretary Name:**  
**CEO Name:**  
  
**Agent of Service Name:**  
lisa koura  
**Agent of Service Mailing Address:**  
1264 N. Lakeview Ave Anaheim 92807 CA United States of America

## Workers Compensation



Do you lease employees No  
through Professional  
Employer Organization  
(PEO)?:

Please provide your  
current workers  
compensation  
insurance information  
below:

	PEO	PEO	PEO
PEO Information	Name	Phone	Email

Insured by Carrier

**Policy Holder Name:**Quality First Woodwork's, inc**Insurance Carrier:**Cypress Insurance

**Policy Number:**QUWC302249**Inception date:**2/1/2022**Expiration Date:**2/1/2023



## Contractor Information

**Legal Entity Name**  
GEOFFREY OGULNICK

**Legal Entity Type**  
Corporation

**Status**  
Active

**Registration Number**  
1000062871

**Registration effective date**  
7/1/2022

**Registration expiration date**  
6/30/2024

**Mailing Address**  
2500 E. Imperial Highway 149A 279 Brea 92821 CA...

**Physical Address**  
2500 E. Imperial Highway 149A 279 Brea 92821 CA...

**Email Address**

**Trade Name/DBA**  
BENTLEY CONSTRUCTION REMODELING INC

**License Number(s)**  
CSLB:1040061  
CSLB:1040061  
CSLB:1040061

## Registration History

Effective Date	Expiration Date
12/13/2018	6/30/2019
8/16/2019	6/30/2020
3/1/2021	6/30/2022
7/1/2022	6/30/2024

## Legal Entity Information

**Corporation Number:**

**Federal Employment Identification Number:**

**President Name:**  
Geoffrey Ogulnick

**Vice President Name:**

**Treasurer Name:**  
Gina Ogulnick

**Secretary Name:**

**CEO Name:**

**Agent of Service Name:**  
Gina Ogulnick

**Agent of Service Mailing Address:**  
2500 E. Imperial Hwy Suite 149A 279 Brea 92821 CA United States of America



# Workers Compensation

Do you lease employees No  
through Professional  
Employer Organization  
(PEO)?:

Please provide your  
current workers  
compensation  
insurance information  
below:

	PEO	PEO	PEO
PEO Information	Name	Phone	Email

Insured by Carrier

**Policy Holder Name:**Bentley Construction Remodeling Inc.**Insurance Carrier:**  
state compensation insurance fund**Policy Number:**9276557-2020**Inception date:**  
5/22/2020**Expiration Date:**5/22/2023





Contractor Information

**Legal Entity Name**  
SUNTEK ROOFING

**Legal Entity Type**  
Sole Proprietorship

**Status**  
Active

**Registration Number**  
1000001921

**Registration effective date**  
7/1/2022

**Registration expiration date**  
6/30/2023

**Mailing Address**  
P.O.BOX 460623 ESCONDIDO 92046 CA United ...

**Physical Address**  
346 SPRINGTREE PLACE ESCONDIDO 92026 CA ...

**Email Address**

**Trade Name/DBA**  
SUNTEK ROOFING

**License Number(s)**  
CSLB:929634  
CSLB:929634  
CSLB:929634  
CSLB:929634

Registration History

Effective Date	Expiration Date
6/22/2018	6/30/2019
6/3/2017	6/30/2018
6/23/2016	6/30/2017
6/2/2015	6/30/2016
10/16/2014	6/30/2015
7/1/2019	6/30/2020
7/1/2020	6/30/2021
7/1/2021	6/30/2022
7/1/2022	6/30/2023

Legal Entity Information

Sole Proprietor Name:

Workers Compensation



Do you lease employees No  
through Professional  
Employer Organization  
(PEO)?:

Please provide your  
current workers  
compensation  
insurance information  
below:

	PEO	PEO	PEO
PEO Information	Name	Phone	Email

Insured by Carrier

**Policy Holder Name:**SUNTEK ROOFING**Insurance Carrier:**

STATE COMPENSATION INSURANCE FUND**Policy Number:**9042656-2022**Inception date:**  
2/1/2022**Expiration Date:**2/1/2023





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/21/2023

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

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

<b>PRODUCER</b> Mainline Insurance Services, Inc. 779 3rd Ave Chula Vista CA 91910	<b>CONTACT NAME:</b> Ramses G. Hernandez		
	<b>PHONE (A/C, No., Ext.):</b> (619) 420-8600 <b>FAX (A/C, No.):</b> (877) 467-6610		
	<b>E-MAIL ADDRESS:</b> ramses@mainline-ins.com		
<b>INSURED</b> Suntek Roofing P O BOX 460623 Escondido CA 92046-	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> National Union Fire Insurance Company of Pittsburgh		19445
	<b>INSURER B:</b> National General Insurance		23728
	<b>INSURER C:</b> Atain Specialty Insurance Company		17159
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** **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	ADDL SUBR INSD W/O	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	BWPF0072466R01	03/24/2023	03/24/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	2002502698 09	01/08/2023	01/08/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$	X	X	CCP1115124	03/24/2023	03/24/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X		9042656-23	02/01/2023	02/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

**CERTIFICATE HOLDER**

**CANCELLATION**

AI 003513

PROOF OF INSURANCE

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

Fax: ( ) -

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It is understood and agreed that:

- (a) Pursuant to Section 1773.2 of the Labor Code, general prevailing wage rates set forth in the Department of Transportation publication entitled General Prevailing Wage Rates, which is a part of the contract shall be posted by the Contractor at a prominent place at the site of the work.

If there is a difference in the minimum wage rate predetermined by the Secretary of Labor and the prevailing wage rates determined by the Director of Industrial Relations, for similar classifications of labor, the Contractor and its subcontractors shall pay not less than the highest wage rate.

(b) No verbal agreement or conversation with any officer, agent or employee of CITY, either before or after the execution of the Agreement shall affect or modify any of the terms or obligations of this Proposal.

(c) CITY will not be responsible for any errors or omissions on the part of the undersigned in making up their bid, nor will bidders be released because of errors.

(d) The undersigned is licensed in accordance with the laws of the State of California.

(e) The undersigned hereby certifies that this Proposal is genuine and is not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid; or any other person, firm or corporation to refrain from bidding, that the undersigned has not in any manner sought, by collusion, to secure for itself an advantage over any other bidder and that the unit prices proposed herein shall remain fully in effect for 180 calendar days from bid opening.

I declare under penalty of perjury that all statements or representations made herein are true and correct.

Bentley Construction Remodeling Inc.  
BIDDER'S NAME

[Signature]

AUTHORIZED SIGNATURE

DATE: 4.18.2023

Corporation

TYPE OF ORGANIZATION: INDIVIDUAL,  
PARTNERSHIP OR CORPORATION

2500 E. Imp. Hwy #149A 279  
ADDRESS Bred, CA. 92821

760. 851-1104

TELEPHONE

FAX

6.30.2024

Expiration Date

1040061

STATE OF CALIFORNIA LICENSE NUMBER





## AFFIDAVIT TO ACCOMPANY PROPOSAL

### USE THIS FORM WHEN BIDDER IS AN INDIVIDUAL

State of California     )  
County of Orange     ) ss.

(Name) \_\_\_\_\_, Affiant,  
being first duly sworn, deposes and says:

That it is the bidder who makes the accompanying proposal; that such proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure for itself an advantage over any other bidder.

Subscribed and sworn to before me \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature: \_\_\_\_\_

Notary Public in and for the County of \_\_\_\_\_, State of \_\_\_\_\_

### USE THIS FORM WHEN BIDDER IS A CORPORATION

State of California     )  
County of Orange     ) ss.

Geoffrey A. Ogulnick affiant, the President  
of Bentley Construction Remodeling Inc.  
Name of Corporation     Pres., Sec., or Mgr. Ofcr

The corporation who makes the accompanying proposal, having first been duly sworn, deposes and says: That such proposal is genuine and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure for itself an advantage over any other bidder.

[Signature]  
Signature  
President, Secretary or Managing Officer

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public in and for the County of \_\_\_\_\_, State of \_\_\_\_\_


Signature: \_\_\_\_\_



**AFFIDAVIT TO ACCOMPANY PROPOSAL (Continued)**

**CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL EMPLOYMENT OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS**

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

By:   
President  
(Title)

Date: 4.18.2023

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

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

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.



*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL  
SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE  
CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)*

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The bidder Bentley Construction Remodeling Inc.

[proposed subcontractor,] hereby  
certifies that he/she/it has, has not, participated in a previous contract or subcontract subject to the  
Equal Opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that,  
where required, he/she/it has filed with the Joint

Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal  
Government contracting or administering agency, or the former President's Committee on Equal  
Employment Opportunity, all reports due under the applicable filing requirements.

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

Currently, Standard Form 100 (EEO-I) is the only report required by the Executive Orders or their  
implementing regulations. ([eeoc.gov/employers/eeol\\_survey/index.cfm](http://eeoc.gov/employers/eeol_survey/index.cfm))

Proposed prime contractors and subcontractors who have participated in a previous contract or  
subcontract subject to the Executive Orders and have not filed the required reports should note that  
41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor  
submits a report covering the delinquent period or such other period specified by the Federal  
Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department  
of Labor.

Signature: [Signature] Date: 4.18.2023

Print Name: Geoffrey Ogubick

Title: President





## PUBLIC CONTRACT CODE

### Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 2085), the bidder hereby declares

Under penalty of perjury under the laws of the State of California that the bidder has \_\_\_\_\_, has not X been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

---

### Public Contract Code Section 10162 Questionnaire

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

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

Yes \_\_\_\_\_ No X

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



### **Public Contract Code 10232 Statement**

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

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

---

**NONCOLLUSION AFFIDAVIT**

(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

[NAME OF CONTRACT] Central Cities Navigation Center

To the City of Garden Grove

*COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT*

In conformance with Title 23 United States Code Section 112 and California Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Bidder's Proposal. By signing the Proposal, the Bidder has also signed this Noncollusion Affidavit.

Bidders are cautioned that making a false Certification may subject the Bidder to criminal prosecution.

Signature:  Date: 4.18.2023

Print Name: Geoffrey Ogulnick

Title: President



## DEBARMENT AND SUSPENSION CERTIFICATION

### TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Signature:  Date: 4.18.2013

Print Name: Geoffrey Ogulnick

Title: President



## NONLOBBYING CERTIFICATION

### FOR FEDERAL-AID CONTRACTS

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

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Signature:  Date: 4.18.2023

Print Name: Geoffrey Ogulnick

Title: President





# DISCLOSURE OF LOBBYING ACTIVITIES

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

N/A

## 1. Type of Federal Action:

- ☐ a. contract  
b. grant  
c. cooperative agreement  
d. loan  
e. loan guarantee  
f. loan insurance

## 2. Status of Federal Action:

- ☐ a. bid/offer/application  
b. initial award  
c. post-award

## 3. Report Type:

- ☐ a. initial  
b. material change

### For Material Change Only:

year \_\_\_\_\_ quarter \_\_\_\_\_  
date of last report \_\_\_\_\_

## 4. Name and Address of Reporting Entity

- ☐ Prime ☐ Subawardee  
Tier \_\_\_\_\_, if known

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

Congressional District, if known

Congressional District, if known

## 6. Federal Department/Agency:

## 7. Federal Program Name/Description:

## 8. Federal Action Number, if known:

N/A

CFDA Number, if applicable \_\_\_\_\_

## 9. Award Amount, if known:

## 10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)

## b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

## 11. Amount of Payment (check all that apply)

\$ \_\_\_\_\_ ☐ actual ☐ planned

## 13. Type of Payment (check all that apply)

- ☐ a. retainer  
☐ b. one-time fee  
☐ c. commission  
☐ d. contingent fee  
☐ e. deferred  
☐ f. other, specify \_\_\_\_\_

## 12. Form of Payment (check all that apply):

- ☐ a. cash  
☐ b. in-kind; specify: nature \_\_\_\_\_  
value \_\_\_\_\_

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

(attach Continuation Sheet(s) if necessary)

## 15. Continuation Sheet(s) attached: Yes ☐ No ☐

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

Federal Use Only:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized for Local Reproduction





3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts."

Also attached two (2) additional forms that documents eligibility of new hires of the general contractor and subcontractors or Section 3 eligibility of the contractors.

The contractor/subcontractor provider by this signature affixed hereto declares under penalty of perjury: contractor/subcontractor has read the requirements of this section and accepts all its requirements contained therein for all of his/her operations related to this contract.

  
Signature

  
Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

  
Date



## PREVIOUS DISQUALIFICATION QUESTIONNAIRE

In accordance with Government Code Section 14310.5, the Bidder shall complete, under penalty of perjury, the following questionnaire:

### QUESTIONNAIRE

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

Yes \_\_\_\_\_

No X \_\_\_\_\_

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

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NOTE: This questionnaire constitutes a part of the Proposal and signature on the signature portion of this Proposal shall constitute signature of this questionnaire.



## QUESTIONNAIRE TO GENERAL CONTRACTORS

1. Has any person or group threatened you with subcontractor boycotts, union boycotts, or other sanctions to attempt to convince you to use the services or abide by the rules of one or more bid depositories?

Yes ( )

No (X)

2. If the answer to No. 1 is "yes," please explain the following details:

(a) Date(s):

(b) Name of person or group:

(c) Job involved (if applicable):

(d) Nature of threats:

(e) Additional comments:  
(Use additional paper if necessary)

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

Dated this 18 day of April, 2023.

Bentley Construction Remodeling  
Name of Company INC.

By Geoffrey Ogulnick

Pres.

Title





Accompanying this Bid is

(NOTICE: INSERT THE WORDS "CASH (\$ \_\_\_\_\_), "CASHIER'S CHECK,"  
"CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)

in amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing bid as principals are as follows:

### IMPORTANT NOTICE

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

Bentley Construction Remodeling Inc.  
Geoffrey Ogulnick - Pres.  
Gina Ogulnick - Sec/Treas.

Licensed in conformance with an act providing for the registration of Contractors,

License No. 104006 Classification(s) B - general building

### ADDENDA -

This Bid is submitted with respect to the changes to the contract included in addenda number/s Addendum one

(Fill in addenda numbers if addenda have been received and insert, in this Bid, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this bid I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this Bid I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: 4.18.2013



Geoffrey Ogulnick

President

Signature and Title of Bidder

Business Address 2500 E. Imp. Hwy #149A 279 Brea, CA. 92621

Place of Business 2500 E. Imp. Hwy #149A 279 Brea, CA. 92621

Place of Residence





**QUESTIONNAIRE TO GENERAL CONTRACTORS (Continued)**

**QUESTIONNAIRE REGARDING BIDDERS**

Number of years engaged in the contracting business under present business name 8.

List of last three contracts performed which show experience in work of a nature similar to that covered in this proposal. If none, so indicate.

Year	Type of Work	Contract Amt.	Location	For whom Performed & Phone Number
2018	Emergency Homeless shelter	T+M less than \$1M	Santa Ana	Mercy House - James 512.897.3050
2019	Emergency Homeless Shelter	T+M less than \$2.5M	Anaheim	City of Anaheim Rudy Enami 714.337.6264
2020	Emergency Homeless Shelter	T+M less than \$5.5M	Fullerton	City of Fullerton Kellee Fritz 714.374.4689

**REFERENCES:**

Following are the names, addresses and telephone numbers of firms or agencies with which you may confirm the past performances of the company in performing work of a similar nature and scope:

	Firm/Address	Type of Work	Contact Person Telephone No.	Contract Amount
completed in 30 days	Mercy House P.O. Box 1905, Santa Ana, CA 92704	200 bed emer. homeless shelter	James 512.897.3050	T+M less than \$1M
completed in 60 days	City of Anaheim	101 bed emer. homeless shelter	Rudy Enami 714.337.6264	T+M less than \$2.5M
operational in less than 1 year	City of Fullerton	180 bed emer. homeless shelter	Kellee Fritz 714.374.4689	T+M less than \$5.5M

Bidder's Name: Bentley Construction Remodeling Inc.

Authorized Signature: [Signature] Date: 4.18.2023

State of California Contractor's License No. 1040061

Contractor's License Expiration Date 6.30.2024



## CONTRACTOR'S QUESTIONNAIRE

1. List any lawsuit(s) filed against you or your firm over the past ten (10) years for breach or non-performance of contract: N/A

2. List the results of any lawsuit(s): N/A

3. ~~2~~ List any claim(s) filed by subcontractors against you or your firm over the past ten (10) years: 3 letters of intent in 2020 as a result of non-payment by awarding body

4. List the results of each claim: dismissed. paid in full

5. ~~4~~ List any disciplinary action and the ultimate disposition within the past ten (10) years taken against you or your firm by the State Contractor's License Board: N/A

6. ~~4~~ List projects similar to the type applied for herein which you have worked on and how recently the project was performed:

2018-Santa Ana 200 bed emer. homeless shelter - completed in 30 days.

2019- Anaheim 101 bed emer. homeless shelter - completed in 60 days

2020-Fullerton 180 bed emer. homeless shelter - operational in less than one year

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE, COMPLETE, ACCURATE AND CORRECT.

Dated: 4.18.2023

[Signature]  
Contractor's Signature



BID BOND  
Bond No. \_\_\_\_\_  
Premium \_\_\_\_\_

**CENTRAL CITIES NAVIGATION CENTER PROJECT  
CITY PROJECT NO. CP1350000-1**

(10% of aggregate amount of bid)

(Not required if cash, cashier's check or certified check in the required amount accompanies the bid)

**KNOW ALL PERSONS BY THESE PRESENTS:** those we, \_\_\_\_\_, As Principal and \_\_\_\_\_, as Surety,

are held and firmly bound unto the City of Garden Grove, State of California, the sum of ten percent of the aggregate amount of bid, the payment of which we hereby bind ourselves, our successors, heirs, executors, and administrators, jointly and severally, firmly by these presents.

That the Surety's office is located at \_\_\_\_\_, California, Telephone No. \_\_\_\_\_ and the Surety is licensed to do business in the State of California, and the California resident agent for Surety is \_\_\_\_\_ California Insurance Agent License No. \_\_\_\_\_.

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 \_\_\_\_\_  
Non-resident agent's office address \_\_\_\_\_  
Telephone No. \_\_\_\_\_

The condition of the foregoing obligation is such that, whereas the above principal is about to submit to the Council of the City of Garden Grove a bid or proposal for the performance of the work therein mentioned, in compliance with the plans and specifications therefore, pursuant to published notice inviting bids:

Now, if the bid or proposal of the principal is accepted and the work awarded to the principal by the CITY, and if the principal shall fail or neglect to enter into a contract in accordance with the provisions of said bid or proposal and the accompanying Instructions and Information for Bidders, and to execute adequate faithful performance and labor and material surety bonds to the satisfaction of the CITY Attorney of the CITY, then the sum guaranteed by this bond is forfeited to the City of Garden Grove.

WITNESS OUR HANDS AND SEALS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Principal

By \_\_\_\_\_

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact



**BID BOND (Continued)**

STATE OF CALIFORNIA     )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

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 \_\_\_\_\_

(Corporation)

a corporation, of, \_\_\_\_\_  
  (City)

(State)

and acknowledged to me that he executed the attached bond to the City of Garden Grove as such  
Attorney-in-Fact and as the free act and deed of said corporation, and that said bond was executed  
on behalf of said corporation by authority of its board of directors.

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

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

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

Approved as to Form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date





**BIDDER/CONTRACTOR STATEMENT**  
**REGARDING INSURANCE COVERAGE**

A contract will not be issued to the Contractor until the City acknowledges receipt of this signed document!

BIDDER/CONTRACTOR HEREBY CERTIFIES that he/she has reviewed and understands the insurance coverage requirements specified as in the attached Insurance Requirements Checklist.

Should we/I be awarded the contract, we/I certify that we/I can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agree to name the **City/Agency/Sanitary District** and other additional insureds as per the agreement for the work specified. And we/I will comply with the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, before commencing the performance of the work specified.

Bentley Construction Remodeling Inc.  
Please Print (Person, Firm, or Corporation)

[Signature]  
Signature of Authorized Representative

Geoffrey Ogulnick President  
Please Print (Name & Title of Authorized Representative)

4.18.2023      760.851.1104      valdining1@aol.com  
Date                      Phone Number                      Email

Insurance Certificates and Endorsements will also be accepted via email and must be emailed to the following email address only: [nhsieh@garden-grove.org](mailto:nhsieh@garden-grove.org). This is the preferred and quickest method of submitting insurance certificates and endorsements.

Insurance Certificates and Endorsements can also be mailed to:

City of Garden Grove  
Attention: Lisa Kim, Assistant City Manager  
Community and Economic Development Department  
11222 Acacia Parkway  
Garden Grove, CA 92840

**NOTE: All insurance certificates and endorsements must be received by the City of Garden Grove Purchasing Division within ten (10) City working days of the original request or the City reserves the right to proceed with the next lowest responsible bidder or the next highest scoring proposer in the process.**



## CONSTRUCTION AGREEMENT

THIS AGREEMENT is made this 19 day of April 2023 by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and Bentley Construction Remodeling Inc., hereinafter referred to as ("CONTRACTOR").

CITY desires to utilize the services of CONTRACTOR to furnish material, equipment, and labor for the **CENTRAL CITIES NAVIGATION CENTER PROJECT, CITY PROJECT NO. CP1350000-1.**

CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish services.

WHEREAS, the Federal Department of Housing and Urban Development is providing partial funding for this Contract to CITY through a Community Development Block Grant;

WHEREAS, CITY has solicited bids for a public works project, hereinafter referred to as "PROJECT," more fully described as CENTRAL CITIES NAVIGATION CENTER, CITY PROJECT NO. CP – 1350000-1, in the City of Garden Grove; and

CONTRACTOR has been selected to perform said services,

NOW, THEREFORE, in consideration of the promises and agreements hereinafter made and exchanged, the parties covenant and agree as follows:

### 1. STATEMENT OF WORK ACCEPTANCE OF RISK

CONTRACTOR shall complete and construct the PROJECT pursuant to this Agreement and the Contract Documents (as hereinafter defined) and furnish, at its own cost and expense, all labor, plans, tools, equipment, supplies, transportation, utilities and all other items, services and facilities necessary to complete and construct the PROJECT in a good and workmanlike manner.

CONTRACTOR agrees to fully assume the risk of all loss or damage arising out of the nature of the PROJECT, during its progress or prior to acceptance by CITY, from the action of the elements, from any unforeseen difficulties which may arise or be encountered in the prosecution of work, and for all other risks of any description in connection with the work, including, but not limited to, all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as are herein expressly stipulated to be borne by CITY, and for well and faithfully completing the work within the stipulated time and in the manner shown and described in this Agreement, and in accordance with the requirements of CITY for the compensation set forth in the accepted bid proposal.

### 2. ACCEPTANCE OF CONDITIONS OF WORK• PLANS AND SPECIFICATIONS

CONTRACTOR acknowledges that it is fully familiar with all the terms, conditions and obligations of this Agreement and the Contract Documents (as defined below in this Section), the location of the job site, and the conditions under which the work is to be performed, and that





it enters into this Agreement based upon its thorough investigation of all such matters and is relying in no way upon any opinions or representations of CITY.

It is agreed that the Contract Documents are incorporated into this Agreement by this 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, shall be bound by the Contract Documents insofar as they relate in part or in any way, directly or indirectly, to the work covered by this Agreement.

"Contract Documents" as defined herein mean and include:

- A. This Agreement;
- B. Bonds covering the work herein agreed upon;
- C. The CITY's standard Plans and Specifications and special contractual provisions, including those on file in the office of the Director of Community and Economic Development of CITY and adopted by the City Council, and any revisions, amendments or addenda thereto;
- D. The edition of Standard Specifications for Public Works Construction, published by Builders' News, Inc., 10801 National Boulevard, Los Angeles, CA 90064, and all amendments thereto, written and promulgated by the Southern California chapter of the American Public Works Association and the Southern California District Associated General Contractors of the California Joint Cooperative Committee as specified in the particular Plans, Specifications, Special Provisions and Addenda applicable to the Project;
- E. All bid documents, including the Notice Inviting Bids, the Special Instructions to Bidders, the CONTRACTOR's proposal, (attached as Exhibit "A"), "Form HUD-4010," the Federal Labor Standards Provision of the United States (attached as Exhibit "B"), and "Standard Federal Equal Employment Opportunity Construction Contract Specifications," as established by Federal Executive Order 11246 (attached as Exhibit "C").
- F. The particular Plans, Specifications, Special Provisions and Addenda applicable to the PROJECT. 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 a discrepancy between any Plans, Specifications, Special provisions, or Addenda, the matter shall be immediately submitted by CONTRACTOR to the Community and Economic Development Department of CITY (hereinafter referred to as "CEDD"), and CONTRACTOR shall not attempt to resolve or adjust the discrepancy without the decision of CEDD, save only at its own risk and expense.

Should there be any conflict between the terms of this Agreement and the bid or proposal of CONTRACTOR, then this Agreement shall control and nothing herein shall be considered as an acceptance of the terms of the bid or proposal which is in conflict herewith.

### 3. COMPENSATION

CITY agrees to pay and CONTRACTOR agrees to accept as full compensation for the faithful performance of this Agreement, subject to any additions or deductions made under the provisions of this Agreement or the Contract Documents, a sum not to exceed **Dollars \$** 4,996,096.82 (xxxxxxx.xx), as set forth in the Contract Documents, to be paid as provided in this Agreement.



4. COMMENCEMENT OF PROJECT

CONTRACTOR agrees to commence the PROJECT within ten (10) working days after the Notice to Proceed is issued and diligently prosecute the PROJECT to completion within **Two hundred forty (240) working days** from the day the Notice to Proceed is issued by City of Garden Grove, excluding delays provided for in this Agreement.

5. TIME OF THE ESSENCE

The parties hereto recognize and agree that time is of the essence in the performance of this Agreement and each and every provision of the Contract Documents.

CONTRACTOR shall prepare and obtain approval as required by the Contract Documents for all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of its work in conformance with the progress schedule set forth in the Contract Documents. CONTRACTOR shall coordinate its work with the work of all other contractors, subcontractors, and CITY forces working on the PROJECT in a manner that will facilitate the efficient completion of the PROJECT and in accordance with the terms and provisions of this Agreement. 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 and order in which the various portions of the work shall be performed and the priority of the work of other contractors, subcontractors and CITY forces and, in general, all matters concerning the timely and orderly conduct of the work of CONTRACTOR on the premises.

6. CHANGES

CONTRACTOR shall adhere strictly to the plans and specifications set forth in the Contract Documents unless a change therefrom is authorized in writing by CEDD. CONTRACTOR agrees to make any and all changes, furnish materials and perform all work necessary within the scope of the PROJECT as CEDD may require in writing. Under no condition shall CONTRACTOR make any changes without the prior written order or acceptance of CEDD, and CITY shall not pay any extra charges made by CONTRACTOR that have not been agreed upon in writing by CEDD.

When directed to change the work, CONTRACTOR shall submit immediately to CEDD a written cost proposal reflecting the effect of the change. Should CEDD not agree to such cost proposal, the work shall be performed according to the changes ordered in writing by CEDD and the proper cost thereof shall be negotiated by the parties upon cost and pricing data submitted by CONTRACTOR; thereupon, CITY will promptly issue an adjusted change order to CONTRACTOR and the Agreement price will be adjusted upward or downward accordingly.

7. NOTICE TO PROCEED

No work, services, material, or equipment shall be performed or furnished under this Agreement unless and until a Notice to Proceed has been given to CONTRACTOR by CITY. CITY does not warrant that the work will be available on the date the Notice to Proceed is issued. In the event of a delay in commencement of the work due to unavailability of the job site, for any reason, relief to CONTRACTOR shall be limited to a time extension equal to the delay due to such unavailability.

8. BONDS





CONTRACTOR shall, prior to entering into performance of this Agreement, furnish a performance bond, on the CITY's bond form in the amount of one hundred percent (100%) of the Contract price, to guarantee the faithful performance of the work, and a payment bond, on the CITY's form in the amount of one hundred percent (100%) of the Contract price, to guarantee payment of all claims for labor and materials furnished. Bonds submitted on any form other than the CITY's form will be rejected. The required bonds shall be from a surety licensed to do business in the State of California and with a current A.M. Best's rating of A-, VII. This Contract shall not become effective until such bonds are supplied and approved by the CITY.

In addition, CONTRACTOR shall submit to CITY a bond in the amount of one hundred percent (100%) of the final Agreement price, including all change orders, to warrant such performance for a period of one (1) year after CITY's acceptance thereof within ten (10) days of filing of the Notice of Completion.

#### 9. WARRANTIES

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.

#### 10. INDEPENDENT CONTRACTOR

It is understood and agreed that CONTRACTOR is, and shall be, acting at all times hereunder as an independent contractor and not an employee of CITY. CONTRACTOR shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONTRACTOR and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services performed hereunder.

#### 11. LIQUIDATED DAMAGES/DELAYS

It is agreed by the parties hereto that in case the total work called for hereunder is not in all parts and requirements finished or completed within the number of calendar days as set forth herein, damage will be sustained by CITY; and that it is, and would be, impractical and extremely difficult to ascertain and determine the actual damage which CITY would sustain in the event of and by reason of such delay. It is, therefore, agreed that CONTRACTOR will pay to CITY, as liquidated damages and not as a penalty, the sum of **Twenty Five Hundred Dollars (\$2,500.00)** per each calendar days delay in completing the work in excess of the number of working/calendar days set forth herein, which represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable damages CITY would sustain in the



event of and by reason of such delay; and CONTRACTOR agrees to pay these damages herein provided, and further agrees that CITY may deduct the amount thereof from any monies due or that may become due to CONTRACTOR hereunder. For projects on the National Highway System (NHS), the local formula for liquidated damages will be provided.

CONTRACTOR will be granted an extension of time and will not be assessed damages for any portion of the delay in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR, including, but not limited to, acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, unsuitable weather, or delays of subcontractors due to such causes.

CONTRACTOR shall, within fifteen (15) days from the beginning of any such delay (unless CEDD shall grant a further period of time), notify CEDD in writing of the cause of the delay and CITY shall extend the time for completing the work if, in its judgment, the findings of fact thereon justify the delay; and the decision of CEDD shall be conclusive on the parties hereto.

Should CONTRACTOR be delayed in the prosecution or completion of the work by the act, neglect or default of CITY, or should CONTRACTOR be delayed by waiting for materials required by this Agreement to be furnished by CITY, or by damage caused by fire or other casualty at the job site for which CONTRACTOR is not responsible, or by the combined action of the workers, in no way caused by or resulting from default or collusion on the part of CONTRACTOR, or in the event of a lockout by CITY, then the time herein fixed for the completion of the work shall be extended by the number of days CONTRACTOR has thus been delayed, but no allowance or extension shall be made unless a claim therefor is presented in writing to CITY within fifteen (15) days of the commencement of such delay.

No claims for additional compensation or damages for delays, irrespective of the cause thereof, and including without limitation the furnishing of materials by CITY or delays by other contractors or subcontractors, will be allowed and an extension of time for completion shall be the sole remedy of CONTRACTOR.

## 12. DEMANDS FOR ADDITIONAL TIME OR MONEY

### A. Definitions.

(1) "Change Order" means a document signed by the CONTRACTOR and CITY which authorizes an addition, deletion or revision in the work, or an adjustment in the Compensation under Section 3, or the Completion Time specified at Section 4.

(2) "Demand" means a written demand for a Change Order by the CONTRACTOR for any of the following:

- (a) A time extension;
- (b) Payment of money or damages arising from work done by, or on behalf of, the CONTRACTOR pursuant to this Agreement and payment of which is not expressly permitted pursuant to Section 3 of this Agreement;
- (c) Payment of an amount the CITY disputes;
- (d) Any disputes and other matters relating to the acceptability of the work performed or the interpretation of the Contract Documents;
- (e) A request for a time extension or additional payment based upon differing site conditions, such as subsurface or latent physical conditions at the job site differing materially from those indicated in this Agreement or the Contract Documents, or



unknown physical conditions at the job site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent to work of the PROJECT; or

(f) A request for a time extension or additional payment based upon acts of neglect by CITY or due to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

B. A Demand for a time extension or payment of money or damages may only be granted by a Change Order.

C. No Change Order may be granted except where the Contractor has submitted a Demand to the CEDD (or his or her written designee). All Demands shall be submitted promptly, but in no event later than thirty (30) days after the occurrence of the event giving rise to the Demand. The Demand shall be in writing and include all documents necessary to substantiate the Demand. The CEDD shall act on the Demand within fifteen (15) days after receipt, including by requesting additional information from the CONTRACTOR to determine whether to approve the Change Order the Demand seeks. The CEDD shall act on the Demand within fifteen (15) days after receipt of the additional information or within a period of time no greater than the time the CONTRACTOR took to produce the additional information requested, whichever is greater.

D. Notwithstanding the thirty (30) days to submit a Demand under Subparagraph C, in the case of differing or unknown site conditions, immediately upon encountering the conditions, CONTRACTOR shall notify the CEDD in writing of the conditions, so that the CITY may promptly investigate the conditions.

E. If the CONTRACTOR disputes the CEDD's written response on the Demand, or the CITY fails to respond within the time prescribed, the CONTRACTOR may so notify the City Manager or his designee, in writing, either within fifteen (15) days of receipt of the City Manager or his designee's response or within fifteen (15) days of the CEDD's failure to respond within the time prescribed, respectively, and request an informal conference to meet and confer for settlement of the Demand. Upon the CONTRACTOR's request, the CEDD shall schedule a meet and confer conference within thirty (30) days to seek to resolve.

F. CITY and CONTRACTOR shall execute appropriate Change Orders covering changes to the time or price by executing the Change Order by mutual agreement. If the CITY and CONTRACTOR are unable to reach a mutual agreement, then the City Manager or his designee shall issue a written decision on the claim within a reasonable time.

G. Following the meet and confer conference, if the Demand remains in dispute, the CONTRACTOR may file a claim with the City 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 time the CONTRACTOR submits his or her Demand until the Demand is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

### 13. VARIATIONS IN ESTIMATED QUANTITIES

The quantities listed in the bid schedule will not govern final payment. Payment to CONTRACTOR will be made only for the actual quantities of Agreement items used in construction of the PROJECT, in accordance with the plans and specifications. Upon completion of the PROJECT, if the actual quantities used are either more than or less than the quantities listed in the bid schedule, the bid price shall prevail subject to the provisions of this Section. CEDD may, at its sole discretion, when warranted by the facts and circumstances, order an equitable adjustment, upwards or downwards, in payment to CONTRACTOR where the actual quantities used in construction of the PROJECT are in variation to the quantities listed in the bid schedule. No claim by CONTRACTOR for an equitable adjustment in price or time for completion shall be



allowed if asserted after final payment under this Agreement. If the quantity variation is such as to cause an increase in the time necessary for completion, CEDD shall ascertain the facts and circumstances and make such adjustment for extending the completion date as in its sole judgment the findings warrant.

14. PROGRESS PAYMENTS

Each month CEDD will make an estimate in writing of the work performed by CONTRACTOR and the value thereof. From each progress estimate, five percent (5%) will be deducted and retained by CITY and the remainder of the progress estimate, less the amount of all previous payments since commencement of the work, will be paid to CONTRACTOR.

When CONTRACTOR has, in the judgment of CEDD, faithfully executed fifty percent (50%) or more of the value of the work as determined from the bid schedule, and if CEDD finds that satisfactory progress has been and is being made, CONTRACTOR may be paid such sum as will bring the payments of each month up to one hundred percent (100%) of the value of the work completed since the commencement of the PROJECT, as determined in its sole discretion by CEDD, less all previous payments and less all previous retained amounts.

CITY's final payment to CONTRACTOR, if unencumbered, or any part thereof unencumbered, shall be made thirty (30) days after the acceptance of the work and the filing of a Notice of Completion by CITY. Provided, however, that in the event of a dispute between CITY and CONTRACTOR, CITY may withhold from the final payment an amount not to exceed 150 percent of the value of any disputed amount of work. Payments shall be made on demands drawn in the manner required by law, each payment to be accompanied by a certificate signed by CEDD, affirming that the work for which payment is demanded has been performed in accordance with the terms of the Agreement and that the amount stated in the certificate is due under the terms of the Agreement. Partial payments on the contract price shall not be considered as an acceptance of any part of the work.

15. WITHHELD CONTRACT FUNDS SUBSTITUTION OF SECURITIES

At the request and at the sole cost and expense of CONTRACTOR, who shall retain beneficial ownership and receive interest, if any thereon, CITY shall permit the substitution and deposit therewith of securities equivalent to the amount of any monies withheld by CITY to ensure performance under the terms of this Agreement.

16. AFFIDAVITS OF SATISFACTION OF CLAIMS

After the completion of the work contemplated by this Agreement, CONTRACTOR shall file with CEDD its affidavit stating that all workers and persons employed, all firms supplying materials and all subcontractors working upon the PROJECT have been paid in full and that there are no claims outstanding against the PROJECT for either labor or material, except certain items, if any, to be set forth in CONTRACTOR's affidavit covering disputed claims, or items in connection with Notices to Withhold, which have been filed under the provisions of the statutes of the State of California.

17. WAIVER OF CLAIMS

The acceptance by CONTRACTOR of the payment of the final certificate shall constitute a waiver of all claims against CITY under or arising out of this Agreement.

18. 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 the 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 active negligence or 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.

## 19. INSURANCE

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. A **waiver of subrogation** shall be provided by the insurer for **each policy** waiving subrogation against CITY, its officers, officials, employees, agents, 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, **Claims made and modified occurrence policies shall not be accepted** for any policy. All Subcontractors shall be required to provide and maintain the same insurances as required of CONTRACTOR under this contract. CONTRACTOR shall be required to collect and maintain all required insurances from all Subcontractors.

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Contract.

CONTRACTOR and all Subcontractors shall carry workers' compensation insurance for the protection of its employees during the progress of the work. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, employees, agents, 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, and shall issue a waiver of subrogation.

Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish:

Additional Insured Endorsements, **ongoing and products-completed operations**, for the **Commercial General Liability policy**, including mobile equipment and not excluding XCU. Endorsements shall designate CITY, its officers, officials, employees, agents, 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. (**Form CG 20 26 07 04 & Form CG 20 37 07 04** or equivalent) (**Claims made and modified occurrence policies are not acceptable**; Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).



An Additional Insured Endorsement for an **Automobile Liability** policy and shall designate CITY, its officers, officials, employees, agents, 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. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY. **(Form CA 20 48 02 99 or equivalent) (Claims made and modified occurrence policies are not acceptable;** Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

A Loss Payee Endorsement for the **Course of Construction** policy designating the City of Garden Grove as Loss Payee. **(Claims made and modified occurrence policies are not acceptable;** Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

In the event any of CONTRACTOR'S underlying policies do not meet policy limits as required here in, CONTRACTOR shall provide the schedule of underlying policies for a **follows form excess liability** policy, state that the excess policy follows form on the insurance certificate, and an additional insured endorsement for the excess liability policy designating CITY, its officers, officials, employees, agents, 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. **(Claims made and modified occurrence policies are not acceptable;** Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

For any claims related to this Project, the CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, 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. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, 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, shall be excess of the CONTRACTOR's insurance and not contribute with it.

Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish:

CONTRACTOR shall maintain all of the foregoing insurance coverage in force until the work under this Contract is fully completed. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of CITY by CONTRACTOR under this Contract. Notwithstanding nor diminishing the obligations of CONTRACTOR with respect to the foregoing, CONTRACTOR shall subscribe for and maintain in full force and effect during the life of this Contract, the following insurance in amounts not less than the amounts specified and issued by a company admitted and licensed in California and having a Best's Guide Rating of A-Class VII or better (claims made and modified occurrence policies are not acceptable):



Workers' Compensation	As required by the State of California.
Employer's Liability	Not less than \$1,000,000 per accident for bodily injury or disease.
Commercial General Liability (including on-going operations, products - completed operations, and mobile equipment, and not excluding XCU)	Not less than \$5,000,000 per occurrence for bodily injury, personal injury and property damage.
Automobile Liability, for all automobiles including non-owned and hired vehicles	Not less than \$2,000,000 combined single limit for bodily injury and property damage.
Course of Construction	Completed value of the project with no coinsurance penalty provisions.
Follows Form Excess Liability	Required for any underlying policy that does not meet the underlying policy limits required herein.

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

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

## 20. CALIFORNIA PREVAILING WAGE LAW AND FEDERAL DAVIS BACON ACT.

A. General Prevailing Rate. CITY has ascertained CONTRACTOR shall comply with all applicable requirements of Division 2, Part 7, Chapter 1 of the California Labor Code and all applicable federal requirements respecting the payment of prevailing wages. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates determined by the Director of the Department of Industrial Relations (DIR) for similar classifications of labor, the CONTRACTOR and its Subcontractors shall pay not less than the higher wage rate. The DIR will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal Wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the CONTRACTOR and Subcontractors, the CONTRACTOR and its Subcontractors shall pay not less than the Federal Minimum wage rate which most closely approximates the duties of the employees in question."

B. 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.

C. 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; provided, however, that this requirement shall not apply if and/or to the extent that the Contract of the general CONTRACTOR, or the contracts of specialty contractors not bidding for work through a general or prime contractor involve less than thirty thousand dollars (\$30,000.00).

D. 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

E. 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.

F. 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. CONTRACTOR shall comply with all of the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3). The CONTRACTOR shall submit copies of certified payroll reports and cancelled checks for labors, every two weeks to the Engineer. Certified payroll and cancelled checks submittals are due one month after start of construction and every two weeks thereafter. If the certified payroll and cancelled checks 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 ceased in an orderly, safe fashion with all vehicle access restored. Should this not occur, CITY will correct the deficiencies and deduct the cost from funds due to the CONTRACTOR. In addition, no progress payment shall be made until the copies of certified payroll reports and cancelled checks are submitted.

G. Contractor Registration. CONTRACTOR and its subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. This Agreement shall not be effective until CONTRACTOR provides proof of registration to the CITY.

H. Posting of Job Site Notices. CONTRACTOR shall comply with the job site notices posting requirements established by the Labor Commissioner pursuant to Title 8, California Code of Regulations Section 16461(e) or other regulation promulgated pursuant to Labor Code Section 1771.4(a) (2).





I. Notice of DIR Compliance Monitoring and Enforcement. Pursuant to Labor Code Section 1771.4, this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

21. TERMINATION

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.

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.

Upon receipt of a termination action, 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.

Upon termination, the CITY may take over the work and may award another party an agreement to complete the work under this Contract.

22. DISPOSITION OF PLANS ESTIMATES AND OTHER DOCUMENTS

CONTRACTOR agrees that upon completion of the work to be performed hereunder, or upon expiration or earlier termination of this Agreement, all original plans, specifications, drawings, reports, calculations, maps and other documents pertaining to this Agreement shall be delivered to CITY and become its sole property at no further cost.

23. NONASSIGNABILITY

CONTRACTOR shall not sell, assign, transfer, convey or encumber this Agreement, or any part hereof, or any right or duty created herein, without the prior written consent of CITY and the surety.

24. CITY EMPLOYEES AND OFFICIALS

CONTRACTOR shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the California Government Code.

25. STOP NOTICES• RECOVERY OF ADMINISTRATIVE COSTS

CITY shall be entitled to all reasonable administrative costs and necessary disbursements arising out of the processing of Stop Notices, Notices to Withhold, or any similar legal document. This obligation shall be provided for in the labor and materials payment bond required of CONTRACTOR. CITY may charge an administrative fee of One Hundred Dollars (\$100) for every Stop Notice filed in excess of two (2), regardless of whether or not CITY is named in an action to enforce such stop notices. CITY may set off any unreimbursed cost or expense so incurred against any sum or sums owed by CITY to CONTRACTOR under this Agreement.



26. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below; provided that CITY and CONTRACTOR, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent:

TO CITY:

TO CONTRACTOR:

City of Garden Grove  
ATTN: Lisa Kim  
11222 Acacia Parkway  
Garden Grove, CA 92840  
(714) 741-5148 Phone

27. SECTION HEADINGS

The titles, captions, section, paragraph, and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

28. IMMIGRATION

CONTRACTOR shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the Immigration Reform and Control Act of 1978 (8 USC Section 1324a) regarding employment verification.

29. ATTORNEY'S FEES

If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, each shall bear its own attorneys' fees, costs and necessary disbursements. Notwithstanding the foregoing, 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 reasonable 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.

30. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so



as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

31. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California and venue shall be in Orange County.

32. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

33. CONSENT

Where CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be consent/approval to any subsequent occurrence of the same or any other transaction or event.

34. CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT

CONTRACTOR agrees to comply with all requirements and utilize fair employment practices in accordance with California Government Code Sections 12900 et seq.

35. SIGNATORIES

Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

36. ENTIRETY

The foregoing, and Exhibits "A" through "C" attached hereto, set forth the entire Agreement between the parties. No waiver or modification of this Agreement shall be valid unless in writing duly executed by both parties.

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiations, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement.

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



Date: \_\_\_\_\_

"CITY"  
CITY OF GARDEN GROVE

By: \_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

"CONTRACTOR"

Bentley Construction Remodeling Inc.

CONTRACTOR'S State License No. 640061  
(Expiration Date: 6.30.2021)

Geoffrey Ogulnick  
By: \_\_\_\_\_  
Title: President

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Garden Grove City Attorney

Date: \_\_\_\_\_

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





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shall set forth the reasons and support for such adjustment.

2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

**C. Significant Changes in the Character of Work**

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
  - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
  - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

**7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES**

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of 240 WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City/County Garden Grove the sum of \$ 2500 per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.



**FAITHFUL PERFORMANCE BOND**

Bond No. \_\_\_\_\_

Premium \_\_\_\_\_

NOTICE: TO WHOM IT MAY CONCERN: those we, \_\_\_\_\_,  
\_\_\_\_\_ as Principal, and \_\_\_\_\_  
as Surety, are held and firmly bound unto the City of Garden Grove, (CITY) in the sum of \_\_\_\_\_

Lawful money of the United States, for the payment of which we bind heirs, our executors, administrators, successors, and ourselves jointly and severally.

That the Surety's office is located at \_\_\_\_\_,  
telephone no. \_\_\_\_\_; 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.: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

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: \_\_\_\_\_

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 \_\_\_\_\_ day of \_\_\_\_\_, 2023, with the CITY OF GARDEN GROVE for **CENTRAL CITIES NAVIGATION CENTER PROJECT, CITY PROJECT NO. CP – 1350000-1**.
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.



**FAITHFUL PERFORMANCE BOND (Continues)**

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

Principal

Principal

By: \_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Attorney-in-Fact

California Resident Agent

By: \_\_\_\_\_  
Non-resident Agent - Attorney-in-Fact

STATE OF CALIFORNIA )  
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:



**LABOR AND MATERIAL BOND**

Bond No. \_\_\_\_\_  
Premium \_\_\_\_\_

NOTICE: TO WHOM IT MAY CONCERN: those we, \_\_\_\_\_

as Principal, and \_\_\_\_\_, as Surety,  
are held and firmly bound unto the City of Garden Grove, California ("CITY") in the sum of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_), lawful money of the United  
States, for the payment of the sum, we bind heirs, our executors, administrators, successors, and  
ourselves jointly and severally.

That the Surety's office is located at \_\_\_\_\_,  
\_\_\_\_\_ telephone no. \_\_\_\_\_; 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.: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

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: \_\_\_\_\_

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 \_\_\_\_\_ day of \_\_\_\_\_, 2021, with the CITY OF GARDEN GROVE **CENTRAL CITIES NAVIGATION CENTER PROJECT, CITY PROJECT NO. CP – 1350000-1.**
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.





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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Principal

Principal

By:

## Surety

By:

## Attorney-in-Fact

California Resident Agent

By:

Non-resident Agent - Attorney-in-Fact

[illegible]

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

the \_\_\_\_\_, of \_\_\_\_\_ known to me to be the Attorney-in-Fact 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:



## ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between \_\_\_\_\_  
whose address is \_\_\_\_\_,  
hereinafter called "owner", \_\_\_\_\_,  
whose address is \_\_\_\_\_,  
hereinafter called "contractor", \_\_\_\_\_,  
and \_\_\_\_\_, whose address  
is \_\_\_\_\_,  
hereinafter called "escrow agent."

For the consideration hereinafter set forth, the owner, contractor, and escrow agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, the contractor has the option to deposit securities with the escrow agent as a substitute for retention earnings required to be withheld by the owner pursuant to the construction contract entered into between the owner and contractor for \_\_\_\_\_ in the amount of \_\_\_\_\_

dated \_\_\_\_\_ (hereafter referred to as the "contract"). Alternatively, on written request of the contractor, the owner shall make payments of the retention earnings directly to the escrow agent. When the contractor deposits the securities as a substitute for the contract earnings, the escrow agent shall notify the owner within ten days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the contract between the owner and contractor. Securities shall be held in the name of the \_\_\_\_\_ and \_\_\_\_\_ shall designate the contractor as the beneficial owner.

(2) The owner shall make progress payments to the contractor for those funds which otherwise would be withheld from progress payments pursuant to the contract provision, provided that the escrow agent holds securities in the form and amount specified above.

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

(4) The contractor shall be responsible for paying all fees for the expenses incurred by the escrow agent in administering the escrow account. These expenses and payment terms shall be determined by the contractor and escrow agent.

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

(6) The contractor shall have the right to withdraw all or any part of the principal in the escrow account only by written notice to the escrow agent accompanied by written authorization from the owner to the escrow agent that the owner consents to the withdrawal of the amount sought to be withdrawn by contractor.

(7) The owner shall have a right to draw upon the securities in the event of default by the contractor. Upon two days' written notice to the escrow agent from the owner of the default,



the escrow agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the owner.

(8) Upon receipt of written notification from the owner certifying that the contract is final and complete, and that the contractor has complied with all requirements and procedures applicable to the contract, the escrow agent shall release to the contractor all securities and interest on deposit less escrow fees and charges of the escrow account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payment of fees and charges.

(9) The escrow agent shall rely on the written notifications from the owner and the contractor pursuant to Sections (1) to (8), inclusive, of this agreement and the owner and contractor shall hold the escrow agent harmless from the escrow agent's release, conversion, and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the owner and on behalf of the contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of the owner:

On behalf of the contractor:

\_\_\_\_\_  
On behalf of the owner:  
Title

\_\_\_\_\_  
On behalf of the contractor:  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address



On behalf of the escrow agent:  
Title \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

At the time the escrow account is opened, the owner and contractor shall deliver to the escrow agent a fully executed counterpart of this Agreement.

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

Owner/Contractor \_\_\_\_\_

Dated: \_\_\_\_\_

Title/Title \_\_\_\_\_

Approved as to Form \_\_\_\_\_

\_\_\_\_\_  
City Attorney



