

BID

CITY OF MANHATTAN BEACH

DOWNTOWN TRAFFIC SIGNAL UPGRADE PROJECT

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF MANHATTAN BEACH:

The undersigned, as Bidder, declares that: (1) this Bid is made without collusion with any other person and that the only persons or parties interested as principals are those named herein; (2) the undersigned has carefully examined the Contract Documents (including all Addenda) and the Project site; and (3) the undersigned has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of Work to be performed, and the materials to be furnished. Furthermore, the undersigned agrees that submission of this Bid shall be conclusive evidence that such examination and investigation have been made and agrees, in the event the Contract be awarded to it, to execute the Contract with the City of Manhattan Beach to perform the Project in accordance with the Contract Documents in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus and other means necessary so to do, except as may otherwise be furnished or provided under the terms of the Contract Documents, for the following stated unit prices or lump-sum price as submitted on the Bid herein.

This Bid is made with the full knowledge of the kind, quantity, and quality of the materials and Work required and, if it is accepted by the City, the Bidder shall enter into a Contract and furnish the bonds, insurance, and other documents as required by the Contract Documents within ten calendar days after award of the Contract. The Bidder agrees that failure to execute and return the Contract or the required faithful performance bond, labor and materials payment bond, warranty bond, and insurance certificates to the City within the ten calendar day period shall be sufficient cause for the rescission of the award and forfeiture of the Bid Security to the City to the extent permitted by law.

Accompanying this Bid is cash, a cashier's check, a certified check or a Bid Bond in an amount equal to at least ten percent of the total aggregate Bid price based on the quantities shown and the unit prices quoted. The undersigned further agrees that, should it be awarded the Contract and thereafter fail or refuse to execute the Contract and provide the required evidence of insurance and Bonds within ten calendar days after delivery of the Contract to the undersigned, then the cash, check or Bid Bond shall be forfeited to the City to the extent permitted by law.

CITY OF MANHATTAN BEACH

BID SCHEDULE FOR

DOWNTOWN TRAFFIC SIGNAL UPGRADE PROJECT

Bidder's Name: Comet Electric, Inc.

Bidder's Address: 21625 Prairie Street Chatsworth, CA 91311

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the City Engineer, at the following prices:

BASE BID SCHEDULE AS FOLLOWS:

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT	CODE	UNIT PRICES	EXTENDED AMOUNT
1		Mobilization (5% maximum of Total Bid Price)	LS	%	\$ 93,055. ⁰⁰	\$ 93,055. ⁰⁰
2		Traffic Control (5% maximum of Total Bid Price)	LS	%	\$ 93,055. ⁰⁰	\$ 93,055. ⁰⁰
3		Traffic Signal Modification - Manhattan Beach Blvd & Valley Dr/Ardmore Ave	LS	%	\$ 150,000. ⁰⁰	\$ 150,000. ⁰⁰
4		ADA Curb Ramp Modifications - Manhattan Beach Blvd & Valley Dr/Ardmore Ave	LS	%	\$ 37,896. ⁰⁰	\$ 37,896. ⁰⁰
5		Traffic Signal Modification - Manhattan Beach Blvd & Highland Ave	LS	%	\$ 121,035. ⁰⁰	\$ 121,035. ⁰⁰

ADDENDUM NO.1

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT	CODE	UNIT PRICES	EXTENDED AMOUNT
6		ADA Curb Ramp Modifications - Manhattan Beach Blvd & Highland Ave	LS	%	\$ 28,215.00	\$ 28,215.00
7		Traffic Signal Modification - Manhattan Beach Blvd & Manhattan Ave	LS	%	\$ 100,000.00	\$ 100,000.00
8		ADA Curb Ramp Modifications - Manhattan Beach Blvd & Manhattan Ave	LS	%	\$ 25,555.00	\$ 25,555.00
9		Construction Survey by Licensed Surveyor for all Modified Ramp Locations (Staking Sheet)	LS	%	\$ 18,692.00	\$ 18,692.00
10		Special Project Site Maintenance	LS	%	\$25,000	\$25,000
		TOTAL BASE BID ITEMS (1-10) AMOUNT:			\$ 692,503.00	

TOTAL BASE BID PRICE IN DIGITS: \$ 692,503.00

TOTAL BASE BID PRICE IN WORDS: Six hundred ninety-two thousand five hundred three dollars and zero cents

ADDENDUM NO.1

ADDITIVE BID SCHEDULE A AS FOLLOWS:

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT	CODE	UNIT PRICES	EXTENDED AMOUNT
11		Traffic Signal Modification - Fifteenth St & Valley Dr/Ardmore Ave	LS	%	\$ 200,000.00	\$ 200,000.00
		ADA Curb Ramp Modifications - Fifteenth St & Valley Dr/Ardmore Ave	LS	%	\$ 32,021.00	\$ 32,021.00
		TOTAL ADDITIVE ALTERNATE BID ITEM #11 AMOUNT				\$ 232,021.00

ADDITIVE BID SCHEDULE B AS FOLLOWS:

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT	CODE	UNIT PRICES	EXTENDED AMOUNT
12		Traffic Signal Modification - Fifteenth St & Highland Ave	LS	%	\$ 207,693.00	\$ 207,693.00
		ADA Curb Ramp Modifications - Fifteenth St & Highland Ave	LS	%	\$ 30,979.00	\$ 30,979.00
		TOTAL ADDITIVE ALTERNATE BID ITEM #12 AMOUNT				\$ 238,672.00

ADDENDUM NO.1

NOTE: Estimated quantities are for the purpose of Bid comparison only; payments will be made on the basis of actual measurement of Work completed, except for lump sum (LS) and final pay (F) quantities. (S) denotes a specialty item. (F) and (S) will be specified in the "Code" Column. The Bid Price shall include, but not limited to, sales tax and all other applicable taxes and fees. See also Section 9-2 of the General Provisions.

TOTAL BASE BID PLUS ADDITIVE ALTERNATE PRICE IN DIGITS:

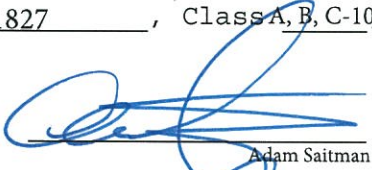
\$ 1,163,196.⁰⁰


TOTAL BASE BID PLUS ADDITIVE ALTERNATE PRICE IN WORDS:

one million one hundred sixty-three thousand one hundred ninety-six dollars and zero cents

The undersigned certifies to have a minimum of three consecutive years of current experience in the type of Work related to the Project and that this experience is in actual operation of the firm with permanent employees performing a part of the Work as distinct from a firm operating entirely by subcontracting all phases of the Work. The undersigned also certifies to be properly licensed by the State as a contractor to perform this type of Work. The undersigned possesses California Contractor's License

Number 681827, Class A,B,C-10, which expires on December 31, 2019.

Signature:  Title: President Date: 6/4/2018
Adam Saitman

Signature:  Title: Secretary Date: 6/4/2018
Adam Saitman

BIDDER'S PROPOSAL - CONTRACTOR'S STATEMENT

DOWNTOWN TRAFFIC SIGNAL UPGRADE PROJECT

Fill out all of the following information. Attach additional sheets if necessary.

- (1) Bidder's Name: Comet Electric, Inc.
- (2) If the Bidder's name is a fictitious name, who or what is the full name of the registered owner? If the Bidder's name is not a fictitious name, write "N/A" in the response to this question. If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement.
N/A
- (3) Business Address: 21625 Prairie Street Chatsworth, CA 91311
- (4) Telephone: (818) 340-0965 Email: jasonpennington@cometelectric.com
- (5) Type of Firm - Individual, Partnership, LLC or Corporation: Corporation
- (6) Corporation organized under the laws of the State of: California
- (7) California State Contractor's License Number and Class: 681827 A, B, C-10
Original Date Issued: December 9, 1993 Expiration Date: December 31, 2019
- (8) DIR Contractor Registration Number: 1000005203
- (9) List the name and title of the person(s) who inspected the Project site for your firm:
Steve Brown, Superintendent
- (10) Number of years experience the company has as a contractor in construction work: 42
- (11) List the names, titles, addresses and telephone numbers of all individuals, firm members, partners, joint venturers, and company or corporate officers having a principal interest in this Bid:
Adam Saitman, President, 21625 Prairie St. Chatsworth, CA 91311 (818) 340-0965
Keith Berson, COO, 21625 Prairie St. Chatsworth, CA 91311 (818) 340-0965
Jason Pennington, Chief Financial Officer, 21625 Prairie St. Chatsworth, CA 91311 (818) 340-0965
- (12) List all current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this Bid:
P.S. Development Corporation and Capri Construction Incorporated

-
- (13) List the dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this Bid:

N/A

-
- (14) For all arbitrations, lawsuits, settlements and the like (in or out of court) that the company or any principal having an interest in this Bid has been involved with in the past five years:

- a. List the names, addresses and telephone numbers of contact persons for the parties:

N/A

- b. Briefly summarize the parties' claims and defenses:

N/A

- c. State the tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and the outcome:

N/A

- (15) Has the company or any principal having an interest in this Bid ever had a contract terminated by the owner or agency? If yes, explain.

No

- (16) Has the company or any principal having an interest in this Bid ever failed to complete a project? If yes, explain.

No

- (17) Has the company or any principal having an interest in this Bid ever been terminated for cause, even if it was converted to a "termination of convenience"? If yes, explain.

No

- (18) For projects that the company or any principal having an interest in this Bid has been involved with in the last five years, did you have any claims or actions:

- a. By you against the owner? Circle one: Yes ☐ No ☒
- b. By the owner against you? Circle one: Yes ☐ No ☒
- c. By any outside agency or individual for labor compliance?
Circle one: Yes ☐ No ☒
- d. By Subcontractors? Circle one: Yes ☐ No ☒
- e. Are any of these claims or actions unresolved or outstanding?
Circle one: Yes ☐ No ☒

If your answer is "yes" to any part or parts of this question, explain.

N/A

- (19) Has the company or any of its principals ever been debarred by any agencies? If yes, please explain.

No

(21) For all public agency projects in excess of \$15,000.00 that you are currently working on or have worked on in the past two years, provide the following information:

Project 1 Name/Number Please see attached

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$_____ Final Contract Amount: \$_____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 2 Name/Number _____

Project Description _____

Approximate Construction Date From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$_____ Final Contract Amount: \$_____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Please see attached

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes
No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 3 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$_____ Final Contract Amount: \$_____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 4 Name/Number Please see attached

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$_____ Final Contract Amount: \$_____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 5 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$_____ Final Contract Amount: \$_____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Please see attached

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes

No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 6 Name/Number

Project Description

Approximate Construction Dates From: To:

Agency Name:

Contact Person:

Telephone:

Address:

Original Contract Amount: \$ Final Contract Amount: \$

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes

No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

[Continue to Next Page]

Upon request of the City, the Bidder shall furnish evidence showing a notarized financial statement, financial data, construction experience, or other additional information.

Failure to provide truthful answers to the questions above or in the following References Form may result in the Bid being deemed non-responsive.

Urban Runoff Certification. The Bidder certifies to the City that he/she has trained his/her employees and Subcontractors, if any, for Urban Runoff management and has included sufficient sums in the Bid Price to cover such costs of training as stipulated in the most current Regional Water Quality Control Board requirements, including the Municipal Separate Storm Sewer System NPDES Permit. The Contractor is responsible for all clean up and payment of all fines levied as a result of any illegal discharge (as defined in NPDES permit) occurring as a result of the Contractor's Work and/or operations.

I, the undersigned, certify and declare that I have read all the foregoing answers to the Bidder's Proposal - Contractor's Statement and know their contents. The matters stated in the Bidder's Proposal - Contractor's Statement answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is correct.

Company

Signature: 

Name: Adam Saitman

Title: President

Date: 06/04/18

Signature: 

Name: Adam Saitman

Title: Secretary

Date: 06/04/18

DESIGNATION OF SUBCONTRACTORS
[Public Contract Code Section 4104]

DOWNTOWN TRAFFIC SIGNAL UPGRADE PROJECT

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half percent of the Contractor's total Bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half percent of the Contractor's total Bid or \$10,000.00, whichever is greater. If all Subcontractors do not fit on this page, attach another page listing all information for all other Subcontractors.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%)*
Marne Construction	683843 Class A	100005945	749 N. Poplar St. Orange, CA 92668 (714) 935-0995	Civil	11%
Smithson Electric	614518 Class C-10	1000001610	1938 E. Katella Avenue Orange, CA 92667 (714) 997-9556	Loops	less than 1%
Street Light Restorations	811227 Class C-161, C-33	100024172	2828 Cochran Street Simi Valley, CA 93065 (805) 468-5271	Painting Poles	5%
WMB Associates	7LS 7227	100005325	22421 Barton Road Grand Terrace, CA 92313 (951) 753-9218	Surveyors	1%

*The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

DESIGNATION OF SUBCONTRACTORS
[Public Contract Code Section 4104]

DOWNTOWN TRAFFIC SIGNAL UPGRADE PROJECT

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half percent of the Contractor's total Bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half percent of the Contractor's total Bid or \$10,000.00, whichever is greater. If all Subcontractors do not fit on this page, attach another page listing all information for all other Subcontractors.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%)*

*The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

Bond No. N/A

BID BOND

DOWNTOWN TRAFFIC SIGNAL UPGRADE PROJECT

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Manhattan Beach ("Public Agency"), has issued an invitation for Bids for the Work described as follows: Downtown Traffic Signal Upgrade T-244

WHEREAS Comet Electric, Inc. 21625 Prairie St. Chatsworth, CA 91311
(Name and address of Bidder)

("Principal"), desires to submit a Bid to Public Agency for the Work.

WHEREAS, Bidders are required to furnish a form of Bidder's security with their Bids.

NOW, THEREFORE, we, the undersigned Principal, and _____

HARTFORD FIRE INSURANCE COMPANY, ONE POINTE DR., BREA CA 92821
(Name and address of Surety)

("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of TEN PERCENT OF THE AMT. BID Dollars (\$10% OF BID AMT. _____), being not less than ten percent of the total Bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded the Contract for the Work by the Public Agency and, within the time and in the manner required by the bidding specifications, enters into the written form of Contract included with the bidding specifications, furnishes the required Bonds (one to guarantee faithful performance and the other to guarantee payment for labor and materials), and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this instrument, Surety further agrees to pay all court costs incurred by the Public Agency in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of Civil Code Section 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: MAY 21, 2018

"Principal"

Name: Comet Electric, Inc.
Address: 21625 Prairie Street
Chatsworth, CA 91311
Telephone No.: (818) 340-0965

Signature: 

Print Name: Adam Saitman
Title: _____
President
Date: 05/31/2018

Signature: 

Print Name: Adam Saitman
Title: _____
Secretary
Date: 05/31/2018

"Surety"

Company Name: HARTFORD FIRE INSURANCE COMPANY
Address: ONE POINTE DR.
BREA CA 92821
Telephone No.: (714) 674-1321

Signature: 

Print Name: MICHAEL D. STONE
Title: ATTORNEY-IN-FACT
MAY 21, 2018
Date: _____

NOTE: This Bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

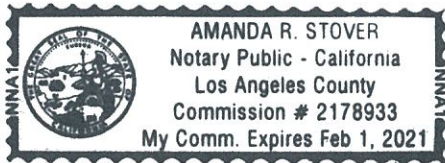
State of California)

County of Los Angeles)On 5/31/18 before me, Amanda R. Stover, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Adam Saitman
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

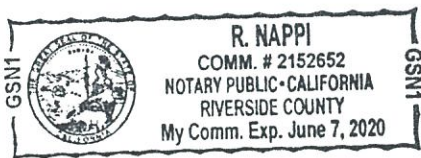
State of California)

County of Riverside)On 5/21/18 before me, R. Nappi "Notary Public",
Date Here Insert Name and Title of the Officerpersonally appeared MICHAEL D. STONG
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature R. Nappi
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

Agency Name: STONG INSURANCE SERVICES INC

Agency Code: 72-254507

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of** Unlimited :

Michael D. Stong, Rosemary Nappi, Jeremy Pendergast of RIVERSIDE, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

ss. Hartford

COUNTY OF HARTFORD

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Nora M. Stranko

Nora M. Stranko
Notary Public

My Commission Expires March 31, 2018

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of **5/21/18**

Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President

NONCOLLUSION DECLARATION FORM
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
[Public Contract Code Section 7106]

DOWNTOWN TRAFFIC SIGNAL UPGRADE PROJECT

The undersigned declares:

I am the President of Comet Electric, Inc., the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent thereof, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any Person or entity for such purpose.


Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 06/04/2018 [date], at Chatsworth [city], California [state].

Signature: 

Printed Name:
Adam Saitman, President

Date: June 4, 2018

Signature: 

Printed Name:
Adam Saitman, Secretary

Date: June 4, 2018

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

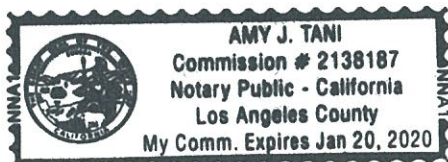
State of California)

County of LOS ANGELES)On 06/04/18 before me, AMY J. TANI, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officerpersonally appeared ADAM SAITMAN
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

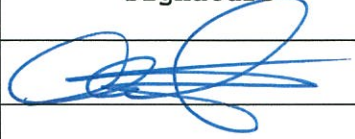
This form must be notarized.

ADDENDA

DOWNTOWN TRAFFIC SIGNAL UPGRADE PROJECT

Bidder's Name: Comet Electric, Inc.

The Bidder shall signify receipt of all Addenda here, if any:

Addendum Number	Date Received	Signature
1	6/4/2018	

Adam Saitman,
President

If there are more Addenda than there is room in the chart above, attach another page acknowledging receipt of the Addenda.



**City of Manhattan Beach
Department of Public Works
Engineering Division**

3621 Bell Avenue, Manhattan Beach, CA 90266

Phone: (310) 802-5350 Fax: (310) 802-5351 TDD: (310) 546-3501

CITY OF MANHATTAN BEACH

ADDENDUM NO. 1

**Downtown Traffic Signal Upgrade Project
Issued on June 1, 2018**

Please note the following revisions to the Request for Bid document for the Downtown Traffic Signal Upgrade Project. *A signed copy of this addendum must be attached to the bid.*

1. Please utilize the attached Bid Schedule to submit your bid proposal, and ensure that the bid submitted for this project will include consideration that Bid Item No.11 and No.12 are additive alternate bid items.
2. In section 86-1.07, "Scheduling of Work," of the State Standard Specifications revise to include the following:
 1. Pothole all standard (pole) foundation locations to the bottom of the proposed foundation within five working days after the date of the "Notice to Pothole Pole Foundation Locations." Notify the Engineer of the results in writing. The "Notice to Proceed with Order of Material" will not be issued until all foundation locations are potholed and suitability determined.
 2. Place the order for material within five working days of the date of the "Notice to Proceed with Order of Material," and provide the City with proof of the order and manufacturer's tentative delivery schedule (on the manufacturer's letterhead) within five working days of the order.
 3. Submit a revised construction schedule thirty calendar days prior to the scheduled delivery of material. The City will issue the "Notice to Proceed with Construction" after receiving the 30-day notification and approving the construction schedule.

4. Do not store material or equipment at the job site(s). Maintain all job sites in neat and orderly condition at all times, with allowance for pedestrian access compliant with Americans with Disabilities Act and California Title 24 requirements.
3. Due to existing soil conditions, the contractor is required to hire a geotechnical firm to sample the subgrade material at all proposed foundation locations to confirm that the foundation dimensions are adequate for the pole size and soil conditions.
4. Caltrans standards referenced in design plans and specifications refer to current revised 2015 Caltrans Standard Specifications.
5. Note that sheets 3, 4, 5, and 7 from the original bid plans are hereby deleted and replaced with revised sheets 3, 4, 5, and 7 as noted on each.
6. Please incorporate the attached detail (ST-27) MBSI-XW-0 into the bid plans and specifications for installation of Thermoplastic Continental Crosswalk Striping.
7. Please note the engineers estimate has been revised to **\$1,185,000.00**

A SIGNED COPY OF THIS ADDENDUM MUST BE ATTACHED TO THE BID.

I hereby acknowledge that the information contained in this addendum has been included in the bid submitted for this project.

Comet Electric, Inc.

COMPANY NAME



SIGNATURE Adam Saitman, President

6/4/2018

DATE

Comet Electric
Completed Projects

Job Description	Job Address	Customer	Contact	Contact Phone	Owner	Total	Date Closed
Moulton Parkway Widening	Moulton Parkway Santa Ana CA, 0	Griffith Company	Griffith Company	562-929-1128	WESTFIELD CORPORATION	643,741	01/08/15
Div 13 Bus Maintenance	Various locations Los Angeles CA, 90012	McCARthy	Michael Flick	949-851-8383	WESTFIELD CORPORATION	487,520	04/18/15
Bob Hope Airport	2627 North Hollywood Way Burbank CA, 91505	McCARthy	Rob Ragland	949-851-8383	WESTFIELD CORPORATION	743,542	04/17/15
I-405 Sepulveda Pass Widening	6060 Center Dr Los Angeles CA, 90045	KIEWIT PACIFIC CO	0	562-946-1816	WESTFIELD CORPORATION	1,190,990	12/14/15
McBean Pkwy Bridge Widening	McBean Pkwy between Valencia CA, 91355	SECURITY PAVING COMPANY	Security Paving Company, Inc.	818-362-9200	WESTFIELD CORPORATION	199,730	06/29/15
POA - John S. Gibson	110 Fwy & SR 47 / 110 N Bound Long Beach CA, 0	CA RASMUSSEN INC	C.A. Rasmussen, Inc.	661-367-9040	WESTFIELD CORPORATION	1,768,446	07/31/17
LA Lobernz-Signal Mod/Uprade	325 West Adams Blvd. Los Angeles CA, 90007	G. H. Palmer	G. H. Palmer	213-346-9796	WESTFIELD CORPORATION	1,271,156	03/25/15
David G. Millien School	33560 Summerwind Drive Palmdale CA, 93551	ANM Construction	ANM Construction & Engineering	626-454-5222	WESTFIELD CORPORATION	1,308,219	04/30/15
PCU/Joe Prado Streetscape	34240 Del Obispo St Dana Point CA, 92626	Los Angeles Engineering	Los Angeles Engineering	818-812-9629	WESTFIELD CORPORATION	182,417	11/30/15
MAY Wayside Energy Storage Sys	Metrol Gold Line Los Angeles CA, 90042	Kinetic Traction Systems, Inc.	Kinetic Traction Systems, Inc.	562-285-3000	WESTFIELD CORPORATION	173,643	07/30/15
Brand & Wilson	120 West Wilson Avenue Glendale CA, 91203	Holland Construction, Inc.	Holland Construction, Inc.	562-285-3000	WESTFIELD CORPORATION	152,860	07/30/15
MATSU - Street Lighting	220 East Second Street & Los Angeles CA, 90012	OL DEVELOPMENT	OL Development	818-783-9800	WESTFIELD CORPORATION	139,729	05/29/15
Expo 2 Joint Venture	Design-Build Exposition 0.0, 0	Skanska-Rados Expo	Skanska-Rados JV	951-684-5360	WESTFIELD CORPORATION	1,082,574	06/24/16
YBU EXPO - Culver City Plaza	Robertson Blvd. & Venice Blvd. Culver City CA, 0	WESTFIELD CORPORATION	Skanska/Rados JV	9513686411	WESTFIELD CORPORATION	156,517	10/31/16
Village at Westfield Topanga	6331 Owensmouth Avenue Woodland Hills CA, 91367	Westfield Corporation	Norm Wilson & Sons	562-634-7933	WESTFIELD CORPORATION	1,795,739	06/30/16
Mercedes-Benz W. Coast Campus	3860 Lakewood Blvd. Long Beach CA, 90808	Norm Wilson & Sons, Inc.	Brad Boyajian	818-534-3170	WESTFIELD CORPORATION	239,270	05/15/15
Sierra Canyon Electric Offsite	20803 West Rinaldi Street Chatsworth CA, 91311	Sierra Canyon	0	213-346-9796	WESTFIELD CORPORATION	774,935	01/31/15
Sierra Cyn School - Civil Work	20803 West Rinaldi Street Chatsworth CA, 91311	G. H. Palmer	GH Palmer	213-346-9796	WESTFIELD CORPORATION	323,060	08/20/15
Da Vinci - LADWP/Traffic Cont	909 West Temple Street Los Angeles CA, 90012	G. H. Palmer	GH Palmer	213-346-9796	WESTFIELD CORPORATION	220,220	08/20/15
Da Vinci ST & Traffic Signal	909 West Temple Street Los Angeles CA, 90012	G. H. Palmer	GH Palmer	213-346-9796	WESTFIELD CORPORATION	410,933	10/28/16
Daylight - BSI Street Lighting	909 West Temple Street Los Angeles CA, 90012	G. H. Palmer	Jennifer Lincoart	21334669796	WESTFIELD CORPORATION	318,022	10/28/16
LED Cobblehead Streetlight	11800 Golding Road Arcadia CA, 91006	City of Arcadia	Dave McVey	626-256-6664	WESTFIELD CORPORATION	382,464	02/27/15
El Monte Gateway	Santa Anita Ave. & Street A El Monte CA, 91731	KPNS Construction Services Inc	KPNS Construction Services Inc	7146720800	WESTFIELD CORPORATION	707,430	11/14/16
US 101 Improvements Universal	100 UNIVERSAL WAY UNIVERSAL CITY CA, 91608	Powell Constructors	Powell Constructors	9093568880	WESTFIELD CORPORATION	1,641,563	02/28/17
Woodbury College - Glencaks Bl	7500 Glencaks Blvd. Burbank CA, 91540	S3 Builders	S3 Builders	6612527550	WESTFIELD CORPORATION	263,597	09/09/16
Access Culver City	8770 Washington Blvd. Culver City CA, 90232	Clark Builders Group	Clark Builders Group	7032944500	WESTFIELD CORPORATION	383,272	09/30/16
Village at USC - LADWP Permit	3311 West Hoover Street Los Angeles CA, 90089	Hathaway Dinwiddle	Hathaway Dinwiddle	2132360500	WESTFIELD CORPORATION	1,391,170	02/28/17
Surridge Senior Living - TS Mod	25535 Hawthorne Blvd. Torrance CA, 90505	Landmark Electric	Land Mark Electric, Inc.	818-883-5110	WESTFIELD CORPORATION	124,641	07/28/16
Scunmore Creek Paseo Lighting	Near 25240 Maynew Cyn. Rd. Corona CA, 92883	County of Riverside	Erik Sydow	9519558274	WESTFIELD CORPORATION	266,339	06/29/16
City of Palmdale St.	various locations Palmdale CA, 0	City of Palmdale	Benjamin Lucia	661-257-5300	WESTFIELD CORPORATION	287,000	03/31/16
LAX WAKA - LADWP Duct Bank Ex	World West Way West and Maint. Rd. Los Angeles CA, 90045	Griffith Company	Griffith Company	5622931128	WESTFIELD CORPORATION	128,738	10/14/16
Inlive Spectrum Center	670 Spectrum Center Drive Irvine CA, 92618	Benchmark-Tishman JV	Griffith Company	5629293128	WESTFIELD CORPORATION	414,874	11/20/16
Olive St. & TS (South Park)	1230 S. Olive St Los Angeles CA, 90015	City of Irvine	Tishman Construction	2132399423	WESTFIELD CORPORATION	351,522	08/31/17
Barranca Parkway	Barranca Pkwy / Murlands Blvd Irvine CA, 0	City of Irvine	Ms. Uyenly Bul	949-724-6000	WESTFIELD CORPORATION	1,012,417	12/23/16
NBC Universal Underground	100 Universal City Plaza Bldg Universal City CA, 91608-1002	NBC Universal	NBC Universal	818-777-9968	WESTFIELD CORPORATION	836,452	05/31/16
Whittier - Energy Efficient	City of Whittier Whittier CA, 90602	City of Whittier	City of Whittier	562-567-9302	WESTFIELD CORPORATION	1,218,563	04/30/17
30K Santa Monica Blvd.	Santa Monica Blvd/Moreno Drive Los Angeles CA, 90067	Cupertino Electric, Inc.	Cupertino Electric, Inc.	408-808-8000	WESTFIELD CORPORATION	127,651	02/28/17
NBC Universal Pedestrian Bridge	Lankershim @ Camp De Chuenga Universal City CA, 91508	NBC Universal	NBC Universal	0	WESTFIELD CORPORATION	101,350	02/28/17
Waldorf Astoria	Waldshire & Santa Monica Beverly Hills CA, 90210	SULLY MILLER CONTRACTING	Sully Miller Contracting	714-578-9600	WESTFIELD CORPORATION	860,347	09/11/17
Main Street Traffic Mod	Michigan Ave. & 24th Street Santa Monica CA, 90401	City of Santa Monica	City of Santa Monica	310-458-4982	WESTFIELD CORPORATION	250,350	01/04/17
Burbank-Glendale TS	I-5 North Burbank CA, 0	CITY OF GLENDALE	City of Glendale	818-548-3945	WESTFIELD CORPORATION	760,382	04/15/18
Manhattan Beach Blvd. TS	Manhattan Beach Blvd to Lemoli Torrance CA, 0	El Camino Community	El Camino Community College	0	WESTFIELD CORPORATION	358,038	03/31/18
50th St & Main St.	50th St & Main St. Los Angeles CA, 0	49th & Main Charter Facilities	0	213-943-4930	WESTFIELD CORPORATION	224,914	05/23/17

Comet Electric
Electrical Jobs in Progress

Job Description	Job Address	Customer	Contact	Contact Phone	Owner	Contract Value
Pier 1 Bike & Pedestrian Path	775-701 Queensway Dr. Long Beach CA, 90802	Access Pacific	Access Pacific, Inc.	626-792-0516	Port of Long Beach Admin Office Bldg	197,101
20th St West - Street Improvment	Lanaster Blvd to Ave J Lanaster CA, 0	R.C. Becker & Son, Inc.	R.C. Becker & Son, Inc.	661-259-4845	City of Lanaster	224,914
La Plaza Village Temp St. Lig	555 N. Spring Street and Los Angeles CA, 90012	Benchmark Contractors, Inc.	Benchmark Contractors	310-389-1660	La Plaza Village, LLC	288,589
La Plaza Permanent Power	Broadway/Spring St Los Angeles CA, 90012	Benchmark Contractors, Inc.	Benchmark	310-389-1660	La Plaza Village, LLC	982,949
Hill Street Middle Apartments	437 Hill St Los Angeles CA, 90013	BERNARDS BROS CONSTRUCTION	Bernards	818-294-2482	437 Hill Middle e, LLC	513,594
CA Trans Huntington Beach	Huntington Beach CA, 90013	CalTrans	CalTrans	916-227-6299	City of Monterey Park	446,149
Traffic Signal Synchron	Hellman Ave to Newmark Ave. Monterey Park CA, 91754	City of Monterey Park	City of Monterey Park	0	City of Monterey Park	372,275
ATP Hollywood Blvd & Western	Hollywood Blvd & Western Ave. Los Angeles CA, 0	CITY OF LOS ANGELES	City of Los Angeles	0	City of Los Angeles	5,572,869
LaJolla Traffic Modification	LaJolla @ Melrose St Placentia CA, 0	City of Placentia	City of Placentia	714-993-8231	City of Placentia	1,044,412
Seco Canyon Rd & Garza TS	Seco Canyon Rd & Garza Dr Santa Clarita CA, 91354	City of Santa Clarita	City of Santa Clarita	661-259-4849	City of Santa Clarita	133,929
Hobart Wilshire to 7th St	Wilshire and Hobart Los Angeles CA, 0	Clark Builders Group	Clark Construction	310-422-9350	Wilshire Hobart 377 Project LLC	106,597
Sycamore Hills Development	Baseline & Park View Promenade Upland CA, 0	C P Construction	C P Construction	9099811091	Bravepark Property LLC	178,208
Sycamore Hills St.	Baseline & Park View Promenade Upland CA, 0	C P Construction	C P Construction	0	Bravepark Property LLC	451,460
Culver City Energy Efficient	Various Locations Culver City CA, 0	City of Culver City	Ken Gonzales	213-797-7811	City of Culver City	837,238
South Park 12th & Grand St.	12th & Grand Los Angeles CA, 0	Cupertino Electric, Inc.	Cupertino Electric	0	Aven Apartments LLC/DTA South Park Property	124,540
St. Mod - San Fernando Road	11993 Alhambra St. San Fernando CA, 0	Del Amo Construction	Del Amo Construction	310-978-6703	11993 Alhambra Charter Facilities LLC	245,140
Broadway Palace	Broadway/Olympic/Main St Los Angeles CA, 0	G. H. Palmer	G.H. Palmer	213-346-9796	LR 5th & Broadway, LLC	497,265
Broadway Palace	Broadway/Olympic/Main St Los Angeles CA, 0	G. H. Palmer	G.H. Palmer	213-346-9796	LR 9th & Broadway LLC	470,666
Seawiew/Charter Spectrum, AT&T	17325 Castleblanck Dr Pacific Palisades CA, 90272	G. H. Palmer	G.H. Palmer	213-346-9796	Sunset Coastal LLC	208,000
Praseo Ontario Dry Utilities	12421 Inland Empire Blvd. Ontario CA, 91764	G. H. Palmer	G.H. Palmer	714-984-5500	Palmer Ontario Properties, LP	1,002,745
N. Spring Viaduct Widening PH1	North Spring Street Los Angeles CA, 0	Griffith Company	Griffith Company	714-984-5500	City of Los Angeles	631,150
LA Live Street Improvement	Figueras Street & Pico Blvd Los Angeles CA, 0	Griffith Company	Griffith Company	562-929-1128	AEG Entertainment Group	167,319
Crescent Heights	Wilshire / La Jolla Los Angeles CA, 0	H.C. Olsen Construction Co.	H.C. Olsen Construction Co.	562-929-1128	Mart Construction	142,665
USC Exposition Underground	Vermont & Figueroa Los Angeles CA, 0	H.C. Olsen Construction Co.	H.C. Olsen Construction Co.	562-929-1128	University of Southern California	341,882
6th & Spring	755 Spring Street Los Angeles CA, 90014	Holland Construction, Inc.	Holland Construction	562-285-5300	752 Spring, LLC	1,006,617
732 S. Spring	732 S. Spring St Los Angeles CA, 90014	Holland Construction, Inc.	Holland Construction	714-382-7903	0	129,881
6th & Bixel	9th St from Figueroa to Flower Los Angeles CA, 90037	Holland Construction, Inc.	Holland Construction	562-668-3178	Nash-Holland 6th & Bixel Pk, LLC	347,826
The Culver Steps	9th St from Figueroa to Flower Los Angeles CA, 90037	Holland Construction, Inc.	Holland Construction	562-285-5300	900 South Figueroa Street Pad Investors, LLC	293,956
Malibu Coswalk	Figueras St & 12th Street Los Angeles CA, 0	Lend Lease	KPRS Construction Services Inc	714-672-0800	0	244,995
1238-1472 10th St SW	Pacific Coast Highway Malibu CA, 0	Mani Brothers Inc.	Lend Lease	714-460-4660	LR 1220 The Investors Series, LLC	315,597
Pomona Office Improvements	1238 10th Street Santa Monica CA, 90401	MAS Construction	MAS Construction SP	0	City of Malibu	259,055
LAWA @ LAMP Lot E Improv	Orange Grove & Pomona Valley Pomona CA, 0	MCCARTHY	McCarthy Building	310-383-7853	1238 10th Street, LLC	111,717
Park Avenue Improvements	1 World Way Los Angeles CA, 90045	Myers&Sons-Griffith, JV	Etha Mayer	949-337-3540	Pomona Valley Hosp Med Ctr	153,176
ELAN Pasadena 173	6221 W. 36th St. Los Angeles CA, 90045	Myers & Sons-Griffith, JV	Myers & Sons-Griffith JV	562-929-1128	Department of Airports	313,132
75 Walnut and Cors on St Pasadena CA, 0	Hudson & Walnut/ Pasadena CA, 0	OL DEVELOPMENT	OL Development	714-637-1550	Department of Airports	399,514
Legacy High School New Road	5223 Tweedy Blvd. South Gate CA, 90280	PINNER CONSTRUCTION CO	Padilla Paving	818-783-9800	City of Tustin	178,248
Oceanwide Plaza	1101 S. Flower Street Los Angeles CA, 90015	SASCO	Primer Construction	818-783-9800	GDCV Pasadena 173, LLC	154,895
Street Light Removal Hope St	Hope St between 11th & 12th St Los Angeles CA, 0	Sierra Canyon School	Sierra Canyon School	714-870-0217	GDCV Pasadena 201, LLC	233,348
Sierra Canyon Upper Parking Lo	20801 W. Rancho St Chats worth CA, 91311	Suffolk Construction Company	Suffolk	714-797-4240	CARE/Bethel Reform Church	297,366
11 x 12 Signalization & St.	So Main St to So of 12th St Los Angeles CA, 90071	SULLY MILLER CONTRACTING	Sully Miller Contracting	0	Los Angeles Unified School Dist tific	628,576
10th Street Center	1001 N. Todd Ave Azus a CA, 91701	SULLY MILLER CONTRACTING	Sully Miller	213-661-6113	Oceanwide Plaza, LLC	193,598
Culver City C3 Improvements	5800 Britch Parkway Culver City CA, 90230	SULLY MILLER CONTRACTING	Sully Miller	714-797-4240	Full Star Properties, LLC	142,672
Westfield Topanga Plaza e 3A	Desoto&Sherman Way Cwernmouth Woodland Hills 0, 0	SULLY MILLER CONTRACTING	Sully Miller Contracting	714-578-9600	FC Broadway and Hill, LLC	270,320
Westfield Topanga Plaza e 3B	Victory Blvd & Fairbrook Woodland Hills CA, 0	SULLY MILLER CONTRACTING	Sully Miller Contracting	714-578-9600	BIT Culver City Creative Office LLC and	315,107
Westfield Topanga Plaza e 3C	Desoto&Victory Burbank 101 Woodland Hills CA, 0	SULLY MILLER CONTRACTING	Sully Miller Contracting	714-578-9600	Westfield DDC LLC Westfield America,	414,599
Westfield Topanga Plaza e 4A	Desoto&Victory Burbank 101 Woodland Hills CA, 0	SULLY MILLER CONTRACTING	Sully Miller Contracting	714-578-9600	Westfield DDC LLC Westfield America,	700,914
Westfield Topanga Plaza e 4B	Desoto&Victory Burbank 101 Woodland Hills CA, 0	SULLY MILLER CONTRACTING	Sully Miller Contracting	714-578-9600	Westfield DDC LLC Westfield America,	485,804
Westfield Topanga Plaza e 4C	Desoto&Victory Burbank 101 Woodland Hills CA, 0	SULLY MILLER CONTRACTING	Sully Miller Contracting	714-578-9600	Westfield DDC LLC Westfield America,	251,736
Westfield Topanga Plaza e 4D	Desoto&Victory Burbank 101 Woodland Hills CA, 0	SULLY MILLER CONTRACTING	Sully Miller Contracting	714-578-9600	Westfield DDC LLC Westfield America,	367,429
Willow St Pedestrian Improvnt	Willow Street Long Beach CA, 0	SULLY MILLER CONTRACTING	Sully Miller Contracting	714-578-9600	City of Long Beach / Dept Public Works	791,060
Sunset/Swathmore Pac Palisades	Swathmore and Sunset Pacific Palisades CA, 0	Tutor Perini Building Corp	Tutor Perini Building Corp	702-495-6066	Caruso Management Co., LLC	259,529

Job Description	Job Address	Customer	Contact	Contact Phone	Owner	Contract Value
Lexington Signal Modification	201 W. Lexington Dr. Glendale CA, 91203	WE O'NEIL	W. E. O'Neil Construction	310-643-7900	201 Owner LLC	250,868
Vaughn Foothill Crossings	12860 Vaughn Street Pacoima CA, 91331	Williams Homes, Inc.	Williams Homes, Inc.	661-600-9757	WH Vaughn 24 LLC	138,554
Desiderio Neighborhood Park	1118 Mentone Avenue Pasadena CA, 91103	Takar General Contractors	Takar General Contractors	909-599-1612	City of Pasadena / Public Works	409,218

CONTRACT

CITY OF MANHATTAN BEACH CONTRACT FOR DOWNTOWN TRAFFIC SIGNAL UPGRADE PROJECT

THIS CONTRACT ("Contract") is made and entered this 17TH day of JULY, 2018 ("Effective Date"), by and between the CITY OF MANHATTAN BEACH, a California municipal corporation ("City") and COMET ELECTIC, INC., a CALIFORNIA CORPORATION [Legal Form of Entity and state of formation, e.g., California corporation, limited partnership, limited liability company] ("Contractor"). The Contractor's California State Contractor's license number is 681827.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Contract Documents. The Contract Documents consist of this Contract, the Notice Inviting Bids, Instructions to Bidders, Bid (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award), the Bonds, permits from regulatory agencies with jurisdiction, General Provisions, Special Provisions, Plans, Standard Plans, Standard Specifications, Reference Specifications, Addenda, Change Orders, and Supplemental Agreements. The Contract Documents are attached hereto and incorporated herein by reference.

2. Scope of Services. The Contractor shall perform and provide all materials, tools, equipment, labor, and services necessary to complete the Work in a good and workmanlike manner for the project identified as Downtown Traffic Signal Upgrade Project ("Project"), as described in the Contract Documents.

3. Compensation.

3.1 Contract Price and Basis for Payment. In consideration for the Contractor's full, complete, and timely performance of the Work required by the Contract Documents, the City shall pay the Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items, set forth in the Bidder's Proposal submitted with the Bid. The sum of the unit prices and lump sum prices for the Bid Items, awarded by the City is \$ 692,503.00 ("Contract Price"). It is understood and agreed that the quantities set forth in the Bidder's Proposal for which unit prices are fixed are estimates only and that the City will pay and the Contractor will accept, as full payment for these items of work, the unit prices set forth in the Bidder's Proposal multiplied by the actual number of units performed, constructed, or completed as directed by the Engineer.

3.2 Payment Procedures. Based upon applications for payment submitted by the Contractor to the City, the City shall make payments to the Contractor in accordance with Section 9 of the Standard Specifications, as modified by Section 9 of the General Provisions.

4. Contract Time.

4.1 Initial Notice to Proceed. The City shall issue the "Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials." The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials constitutes the date of commencement of the Contract Time of 80 **Working Days**. The Contract Time includes the time necessary to fulfill preconstruction requirements, place the order for materials, and to complete construction of the Project (except as adjusted by subsequent Change Orders).

The Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials shall further specify that the Contractor must complete the preconstruction requirements, order materials and obtain delivery by the first week of January 2019 within 80 **Working Days** after the date of commencement of the Contract Time; this duration is part of the Contract Time.

Preconstruction requirements include, but are not limited to, the following:

- Submitting and obtaining approval of Traffic Control Plans
- Submitting and obtaining approval of the Stormwater Pollution Prevention Plan (SWPPP)/Water Pollution Control Plan (WPCP)
- Submitting and obtaining approval of critical required submittals
- Installation of the approved Project Identification Signs by January 2019
- Obtaining an approved no fee Encroachment Permit
- Obtaining a Temporary Use Permit for a construction yard
- Notifying all agencies, utilities, residents, etc., as outlined in the Contract Documents

4.2 Notice to Proceed with Construction. After all preconstruction requirements are met and materials have been ordered in accordance with the Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials, the City shall issue the "Notice to Proceed with Construction," at which time the Contractor shall diligently prosecute the Work, including corrective items of Work, day to day thereafter, within the remaining Contract Time.

5. Liquidated Damages for Delay and Control of Work.

5.1 Liquidated Damages. The Contractor and the City have agreed to liquidate damages pursuant to Section 6-9 of the General Provisions.

6. Early Completion.

6.1 City Not Liable for Contractor Failure to Achieve Early Completion. While the Contractor may schedule completion of all of the Work, or portions thereof, earlier than the Contract Time, the City is exempt from liability for and the Contractor will not be entitled to an adjustment of the Contract Sum or to any additional costs, damages, including, but not limited to, claims for extended general conditions costs, home office overhead, jobsite overhead, and management or administrative costs, or compensation whatsoever, for use of float time or for the Contractor's inability to complete the Work earlier than the Contract Time for any reason whatsoever.

7. Work after Stop Work Notice. Any work completed by the Contractor after the issuance of a Stop Work Notice by the City shall be rejected and/or removed and replaced as specified in the applicable Section of the Special Provisions.

8. Antitrust Claims. In entering into this Contract, the Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. § 15) or under the Cartwright Act (Business and Professions Code Section 16700 et seq.) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the parties.

9. Prevailing Wages. The City and the Contractor acknowledge that the Project is a public work to which prevailing wages apply.

10. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

11. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

12. Authority. Any person executing this Contract on behalf of the Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of the Contractor and has the authority to bind the Contractor to the performance of its obligations hereunder.

13. Entire Agreement. This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated Contract between the City and the Contractor. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

14. Counterparts. This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

CITY OF MANHATTAN BEACH

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
City Clerk

By: _____
City Attorney

Dated: _____

("CONTRACTOR")

By: _____
NAME TITLE

By: _____
NAME TITLE

PROOF OF AUTHORITY TO BIND
CONTRACTING PARTY REQUIRED