

CITY MANAGER'S OFFICE

FEB 08 2023

12:30 pm

City of South Gate  
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: February 14, 2023

Originating Department: Public Works

Department Director:

  
Arturo Cervantes

City Manager:

  
Chris Jeffers

**SUBJECT: AGREEMENT WITH SEQUEL CONTRACTORS, INC., FOR THE CONSTRUCTION OF PHASE II OF THE FIRESTONE BOULEVARD REGIONAL CORRIDOR CAPACITY ENHANCEMENT PROJECT, CITY PROJECT NO. 476-TRF, METRO CALL FOR PROJECTS ID NO. F3124 ("THE BOULEVARD PROJECT")**

**PURPOSE:** To award an agreement for construction of the Boulevard Project to Sequel Contractors, Inc., ("Agreement"). The project was competitively bid and Sequel Contractors, Inc., ("Sequel") submitted the lowest responsible and responsive bid.

**RECOMMENDED ACTIONS:** The City Council will consider:

- a. Approving an Agreement with Sequel Contractors, Inc., to construct the Firestone Boulevard Regional Corridor Capacity Enhancements, Alameda Street to Annetta Avenue, Phase II, City Project No. 476-TRF, in an amount not-to-exceed \$3,117,454;
- b. Authorizing the City Manager to approve change orders administratively up to a cumulative amount of \$320,000, to avoid delaying construction if change order work is needed;
- c. Appropriating \$1,500,000 in Measure R Local Return Funds to construct roadway improvements to address roadway issues and safety concerns adjacent to South Gate Middle School, South Gate High School, and East Los Angeles Community College;
- d. Authorizing the City Manager to approve pre-payments of construction progress payments for the construction contract to meet compliance with state legislation that requires payments within 30 days;
- e. Approving the Notice of Exemption for the construction of the Firestone Boulevard Regional Corridor Capacity Enhancements, City Project No. 476-TRF, and directing the City Clerk to file it with the Los Angeles County Registrar Recorder's Office;
- f. Approving the Notice of Exemption under Title 14 of the California Code of Regulations, Section 15301 of the California Environmental Quality Act ("CEQA") for the construction of the of Boulevard Project and directing the City Clerk to file it with the Los Angeles County Recorder's Office; and
- g. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

**FISCAL IMPACT:** There is no fiscal impact to the General Fund. The proposed project budget and Agreement are \$4,138,351 and \$3,117,454, respectively, and are proposed to be

funded as summarized in Table “A” on the following page. The proposed appropriation is \$1,500,000 in Measure R Local Return Funds.

**ANALYSIS:** The proposed Agreement was procured through a competitive bid process. The bid documents required a “Base Bid” and an “Additive Bid.” The lowest bidder was required to be determined based on the lowest amount of the Base Bid. Sequel submitted the lowest responsible and responsive Base Bid and is, therefore, deemed to be the low bidder. A summary of the bids received is provided in the table below. The bid analysis may be reviewed in Attachment “C.”

It is noted that Sequel’s total bid was \$3,117,454 and Gentry’s total bid was \$2,836,386. Sequel was to be the lowest bidder because, according to the bid documents, the lowest bidder is required to be determined based on the lowest amount of the Base Bid. Sequel’s Base Bid was \$1,889,517 and Gentry’s Base Bid was \$2,043,354.

An appropriation of \$1,500,000 is recommended to fund roadway improvements to address safety concerns adjacent to schools. The improvements include, (a) road widening/storm drain reconstruction to resolve a potential safety issue adjacent to South Gate High School and East Los Angeles Community College’s satellite campus, and (b) installation of safety bollards at South Gate Middle School.

The Boulevard Project budget has a construction contingency of \$320,000. The contingency serves to fund any additional costs that may arise during the course of construction to address unforeseen conditions. To minimize construction delays, staff recommends that the City Council authorize the City Manager to approve up to \$320,000 in contract change orders.

**Table “A” – Project Budget**

	<b>Call for Project</b>	<b>City Funds</b>	<b>Prop C LR</b>	<b>Measure R</b>	<b>Total Budget</b>
Design Phase	\$78,177		\$70,186	\$65,169	213,532
Construction Contract	\$761,000	\$146,000	\$172,000	\$2,038,454	\$3,117,454
Construction Contingency	\$80,000	\$9,000	\$151,000	\$80,000	\$320,000
Construction Management	\$44,000	\$11,000	\$24,000	\$150,043	\$229,043
Other Costs	\$62,191	\$45,267	\$33	\$150,831	\$258,322
<b>Total Project Costs</b>	<b>\$1,025,368</b>	<b>\$211,267</b>	<b>\$417,219</b>	<b>\$2,484,497</b>	<b>\$4,138,351</b>

**BACKGROUND:** The Boulevard Project is budgeted in the Capital Improvement Program as a multi-year project. Construction of the first phase of the project was completed in 2019. The proposed construction Agreement is to construct the second phase of the project. The proposed Agreement includes improvements on Firestone Boulevard from Alameda Street to Annetta Avenue. To align improvements with funding requirements, there are two project segments as follows:

- Segment 1 - Firestone Boulevard between Alameda Street and California Avenue.
- Segment 2 - Firestone Boulevard between California Avenue and Annetta Avenue.

The Boulevard Project is being implemented to provide congestion relief, enhance safety, and address deferred maintenance. The Phase II improvements include five bus shelters, two bus

pull-outs, street lighting, sidewalk, curb and gutter repairs, pavement rehabilitation, traffic signal and street light modifications, ADA improvements, road widening, storm drain improvements, safety bollards at the student pickup/drop-off near South Gate Middle School, and removal of humps to resolve potential issues adjacent to South Gate High School and East Los Angeles Community College's satellite campus. The proposed bus shelters are not equipped with lighting because they are near existing streetlights. The street light system is equipped with LED lighting for which upgrades are not needed.

The proposed Agreement was procured through a competitive bid process. On December 1, 2022, staff advertised the Notice Inviting Bids for construction in the *Daily Journal*. The Project was also advertised on the City's website and Ebidboard. On January 9, 2023, four bids were received and opened by the City Clerk in a public forum. Sequel submitted the lowest responsible and responsive bid, as summarized below.

<b>Contractor</b>	<b>Base Bid</b>	<b>Alternate Bid</b>	<b>Total</b>
Sequel	\$1,889,517	\$1,227,9374	\$3,117,454
*Gentry GE	\$2,043,354	\$793,0324	\$2,836,386
Palp/Excel Paving	\$2,369,459	\$1,143,590	\$3,513,049
Sully-Miller Contracting	\$2,668,551	\$935,9404	\$3,604,491

\*Corrected bid amount.

The Total Bid of \$3,117,454 is reasonable as the engineer's estimate was \$2.91 Million and the average bid is \$3.19 Million.

Sequel is based in Santa Fe Springs, California. They have been in business for 30 years. Staff contacted the references who provided positive input, however, advised to carefully manage change order requests. Sequel has experience in South Gate as they have completed the Garfield Avenue, Imperial Highway, and Firestone Boulevard at Otis Street Improvements Project on April 8, 2022. The company has the capacity and experience to perform the work required under the bid solicitation.

Pursuant to the guidelines of the California Environmental Quality Act ("CEQA"), the Boulevard Project was categorically exempt under Title 14 of the California Code of Regulations, Section 15304. The projects were also categorically exempt under Existing Facilities Section 15304 Class (4) Existing highways and streets with minor public or private alterations in the condition of Land, water and/or vegetation which do not involve removal of healthy, mature scenic trees for forestry or agricultural purposes.

Construction is scheduled to begin in April 2023 and scheduled for completion in January 2024.

- ATTACHMENTS:**
- A. Proposed Agreement
  - B. Location Map
  - C. Bid Schedule
  - D. Notice of Exemption
  - E. Budget Summary

KT:lc

**AGREEMENT WITH SEQUEL CONTRACTORS, INC. AND THE CITY OF SOUTH GATE FOR THE PHASE II OF THE FIRESTONE BOULEVARD REGIONAL CORRIDOR CAPACITY ENHANCEMENT PROJECT, CITY PROJECT NO. 476-TRF, METRO CALL FOR PROJECTS ID NO. F3124 (THE BOULEVARD PROJECT)**

This Agreement for **The Firestone Boulevard Regional Corridor Capacity Enhancements, Alameda Street to Annetta Avenue, Phase II, City Project No. 476-TRF (The Boulevard Project)** (“Agreement”), is made and entered into on **February 14, 2023**, by and between the City of South Gate, a municipal corporation (“City”), and Sequel Contractors, Inc., a California corporation, License No. C1677728 (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as a “Party” and collectively referred to as “Parties.”

The City and the Contractor hereto mutually agree as follows:

**ARTICLE I**

**THE PROJECT**

For and in consideration of the mutual promises set forth herein, Contractor agrees with City to perform and complete in good and workmanlike manner all work required by the Contract Documents for City Contract No. \_\_\_\_\_, which involves **The Boulevard Project, Phase II, City Project No. 476-TRF**.

Said work shall be performed in accordance with the Plans, Specifications, and other Contract Documents, all of which are referenced in Article III hereof and incorporated herein as though fully set forth. Contractor shall furnish at its own expense all labor, materials, equipment and services necessary therefore, except such labor, materials, equipment and services as are specified in the Contract Documents to be furnished by City.

**ARTICLE II**

**CONTRACT SUM AND PAYMENT**

For performing and completing the work in accordance with the Contract Documents, City shall pay Contractor, in full compensation therefore, the contract sum of **Three Million One Hundred Seventeen Thousand Four Hundred Fifty-Four Dollars (\$3,117,454)** set forth in the Bid Schedule(s) that are included among the Contract Documents. Said sum shall constitute payment in full for all work performed hereunder, including, without limitation, all labor, materials, equipment, tools and services used or incorporated in the work, supervision, administration, overhead, expenses and any and all other things required, furnished or incurred for completion of the work as specified in the Contract Documents. City shall make payments to Contractor on account of the contract sum at the time, in the manner, and upon the conditions specified in the Contract Documents.

### ARTICLE III

#### CONTRACT DOCUMENTS

The Contract Documents, which constitute the entire Agreement between the City and the Contractor, are enumerated as follows: the Notice Inviting Bids, the Instructions to Bidders, the Accepted Proposal, the Bid Schedule(s), the List of Subcontractors, Contractor's Industrial Safety Record, the Contractors Qualification Statement, the Bid Security Forms for Check or Bond, this Agreement, the Worker's Compensation Insurance Certificate, the Performance Bond, the Payment Bond, the Non-Collusion Affidavit, the Specifications, and Special Provisions and all addenda as prepared prior to the date of bid opening setting forth any modifications or interpretations of any of said documents, and any and all supplemental agreements heretofore or herewith executed amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner, all of which are referred to as the Contract Documents. These form the entire "Contract", and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

### ARTICLE IV

#### INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend (with counsel selected by the City), the City of South Gate and its affiliated entities, its officers, employees, consultants and sub-consultants, their respective officers, agents, employees (collectively the "Indemnified Parties"), from any and all claims and losses whatsoever occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, any and all claims, lawsuits or actions arising from the awarding or execution of this Agreement, and from any and all claims and losses occurring or resulting to any person, firm, corporation or property for damage, injury, death arising out of or connected with the Contractor's obligation to indemnify, defend and save harmless the "Indemnified Parties" as stated hereinabove including, but not be limited to, paying all legal fees and costs incurred in connection with any such claims, losses, lawsuits or actions. THIS PROVISION SHALL SURVIVE THE COMPLETION OF WORK AND SERVICES TO BE PROVIDED UNDER THIS AGREEMENT AND THE OTHER CONTRACT DOCUMENTS.

### ARTICLE V

#### COMMENCEMENT, COMPLETION AND LIQUIDATED DAMAGES

Contractor shall commence work on a date to be specified in a written Notice to Proceed from the City's Director of Public Works, and shall complete all work within ninety (90) calendar days thereafter (subject to "force majeure" delays, if any, to the extent allowed under the Contract Documents). If the work is not completed within that time, Contractor shall owe and pay to the City liquidated damages in the amount or amounts set forth in the Contract Documents.

**ARTICLE VI**

**EFFECTIVE DATE**

This Agreement shall become effective and commence on February 14, 2023.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

**CITY OF SOUTH GATE:**

By: \_\_\_\_\_  
Maria del Pilar Avalos, Mayor

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

**ATTEST:**

By: \_\_\_\_\_  
Yodit Glaze, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

By: Raul F. Salinas (DZ)  
Raul F. Salinas, City Attorney

**SEQUEL CONTRACTORS, INC.:**

By: \_\_\_\_\_  
Thomas S. Pack, President

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

**WORKER'S COMPENSATION INSURANCE CERTIFICATE**

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 AND 1861.

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.

DATED: \_\_\_\_\_

SEQUEL CONTRACTORS, INC.  
Contractor

By: \_\_\_\_\_  
Thomas S. Pack

President  
Title

ATTEST:

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

\_\_\_\_\_  
Title

## INDEMNIFICATION AND LIABILITY INSURANCE REQUIREMENTS

The following requirements must be met when submitting insurance certificates to the City of South Gate in connection with Public Works and other projects:

1. The insurance certificate must be issued to the City of South Gate, 8650 California Avenue, South Gate, CA 90280, attention of the City Engineer.
2. The City of South Gate, South Gate Housing Authority, and their officers, employees, elected officials, and agents must be shown as additional insured per ISO CG 20 10 11 85, and separate endorsement signed by an authorized representative of the insurance company is required.
3. The City has the right to request a copy of complete insurance policy including all endorsements and certificates.
4. The Certificate must include cross liability coverage either included in the Commercial General Liability coverage, and so indicate on the face of the Certificate under that heading or by separate endorsement.
5. The Certificate should also indicate that the insurance covers "All Operations" or should specify the particular services to be provided.
6. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

### Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Course of Construction insurance covering for "all risks" of loss. Earthquake and flood insurance is not required to be furnished by the Contractor.



Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project which is the subject of this Agreement and the location where work thereunder is to be performed, or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Course of Construction: Completed value of the project that is the subject of this Agreement.

#### Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### Other Insurance Provisions

The general liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, and volunteers are to be covered as insurers with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance or as a separate owner's policy.
2. For any claims related to the project that is the subject of this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, or modified, by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Course of construction policies shall contain the following provisions:

1. The City shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insurers under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

Indemnification

The Contractor shall indemnify, hold harmless and defend (with counsel selected by the City of South Gate), the City of South Gate, the City of South Gate Housing Authority, their consultants and sub-consultants, and their respective officers, agents, and employees, from any and all claims and losses whatsoever occurring or resulting to any and all persons, firms, corporations or other entities furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, any and all claims, lawsuits or actions arising from the awarding or execution of this Agreement, and from any and all claims and losses occurring or resulting to any person, firm, corporation or other entity, or property for damage, injury, death arising out of or connected with the Contractor's obligation to indemnify, defend and save harmless the City of South Gate, the City of South Gate Housing Authority, their consultants, sub-consultants, and other parties listed above, as stated hereinabove shall include, but not be limited to, paying all legal fees and costs incurred by legal counsel of the City of South Gate's choice in representing the City of South Gate, the City of South Gate Housing Authority, consultants and sub-consultants in connection with any such claims, losses, lawsuits or actions. THIS PROVISION SHALL SURVIVE THE COMPLETION OF WORK AND SERVICES TO BE PROVIDED UNDER THIS AGREEMENT.

**SOUTH GATE FIRESTONE BOULEVARD REGIONAL CORRIDOR CAPACITY  
ENHANCEMENT PROJECT, PHASE II PROJECT  
CITY PROJECT NO. 476-TRF**

**FAITHFUL PERFORMANCE BOND  
100% OF CONTRACT AMOUNT**

KNOW ALL MEN BY THESE PRESENTS:

**WHEREAS**, the City of South Gate ("City" herein) has awarded to Sequel Contractors, Inc., California corporate number C1677728 ("Contractor" herein) a contract for:

**THE FIRESTONE BOULEVARD REGIONAL CORRIDOR CAPACITY ENHANCEMENTS, ALAMEDA STREET TO ANNETTA AVENUE, PHASE II, CITY PROJECT NO. 476-TRF (THE BOULEVARD PROJECT); and**

**WHEREAS**, said Contract is incorporated herein by this reference; and

**WHEREAS**, said Contractor is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

**NOW, THEREFORE**, we, Contractor and \_\_\_\_\_ as Surety, are held and firmly bound unto the City in the penal sum of **Three Million One Hundred Seventeen Thousand Four Hundred Fifty-Four Dollars (\$3,117,454)** lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that the obligation shall become null and void if the above-bounded Contractor, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, the work to be performed thereunder, or the specifications that accompany the Contract shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract, the work, or the specifications.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

**CONTRACTOR NAME:  
SEQUEL CONTRACTORS, INC.:**

By: \_\_\_\_\_  
Name

Title: President

\_\_\_\_\_  
\_\_\_\_\_  
(Type address of Contractor)

\_\_\_\_\_  
(Type name of Surety)

\_\_\_\_\_  
(Type address of Surety)

By: \_\_\_\_\_  
(Signature of authorized officer)

\_\_\_\_\_  
(Title of officer)

APPROVED AS TO FORM:

\_\_\_\_\_  
Raul F. Salinas, City Attorney

**SOUTH GATE FIRESTONE BOULEVARD REGIONAL CORRIDOR CAPACITY  
ENHANCEMENT PROJECT, PHASE II PROJECT  
CITY PROJECT NO. 476-TRF**

**100% PAYMENT BOND**

**WHEREAS**, the City of South Gate, South Gate, California ("City" herein), has awarded to Sequel Contractors, Inc., ("Contractor" herein) a Contract for the work described as follows:

**THE FIRESTONE BOULEVARD REGIONAL CORRIDOR CAPACITY ENHANCEMENTS, ALAMEDA STREET TO ANNETTA AVENUE, PHASE II, CITY PROJECT NO. 476-TRF (THE BOULEVARD PROJECT)**

**WHEREAS**, said Contractor is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, material suppliers and other persons, as provided by law;

**NOW, THEREFORE**, we, the undersigned Contractor and Surety, are held firmly bound unto the City in the sum of **Three Million One Hundred Seventeen Thousand Four Hundred Fifty-Four (\$3,117,454)** for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH THAT**, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractors shall fail to pay any of the persons named in Civil Code Section 9100(a), or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. If suit is brought upon this bond, the said Surety will pay a reasonable attorney's fee to the plaintiff(s) and the City in an amount to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100(a) as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract Documents or the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration or modification of the Contract Documents or of work to be performed thereunder.

**IN WITNESS WHEREOF**, this instrument has been duly executed by the above-named Contractor and Surety on \_\_\_\_\_, 2023.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

**CONTRACTOR:  
SEQUEL CONTRACTORS, INC.:**

By: \_\_\_\_\_  
Name

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

\_\_\_\_\_

\_\_\_\_\_  
(Type address of Contractor)

\_\_\_\_\_  
(Type name of Surety)

\_\_\_\_\_

\_\_\_\_\_  
(Type address of Surety)

By: \_\_\_\_\_  
(Signature of authorized officer)

\_\_\_\_\_  
(Title of officer)

APPROVED AS TO FORM:

\_\_\_\_\_  
Raul F. Salinas, City Attorney

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY  
EACH AWARDEE OF A PRINCIPAL CONTRACT**

STATE OF CALIFORNIA

)

) SS.

COUNTY OF

)

\_\_\_\_\_ being first duly sworn, deposes and says that he is  
\_\_\_\_\_ of \_\_\_\_\_ (sole owner, a  
partner, president, etc.) \_\_\_\_\_ the party making the foregoing bid,  
that such bid is not made in the interest of or behalf of any undisclosed person, partnership,  
company, association, organization or corporation, that such bid is genuine and not collusive or  
sham, that said 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 said  
bidder has not in any manner, directly or indirectly, sought by agreements, communication or  
conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix the  
overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any  
advantage against the public body awarding the Contract or anyone interested in the proposed  
Contract; that all statements contained in such bid are true and, further, that said bidder has not,  
directly or indirectly, submitted his 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 in connection  
therewith to any corporation, partnership, company, association, organization, bid depository or to  
any member or agent thereof, or to any other individual, except to such person or persons as have  
a partnership or other financial interest with said bidder in their general business.

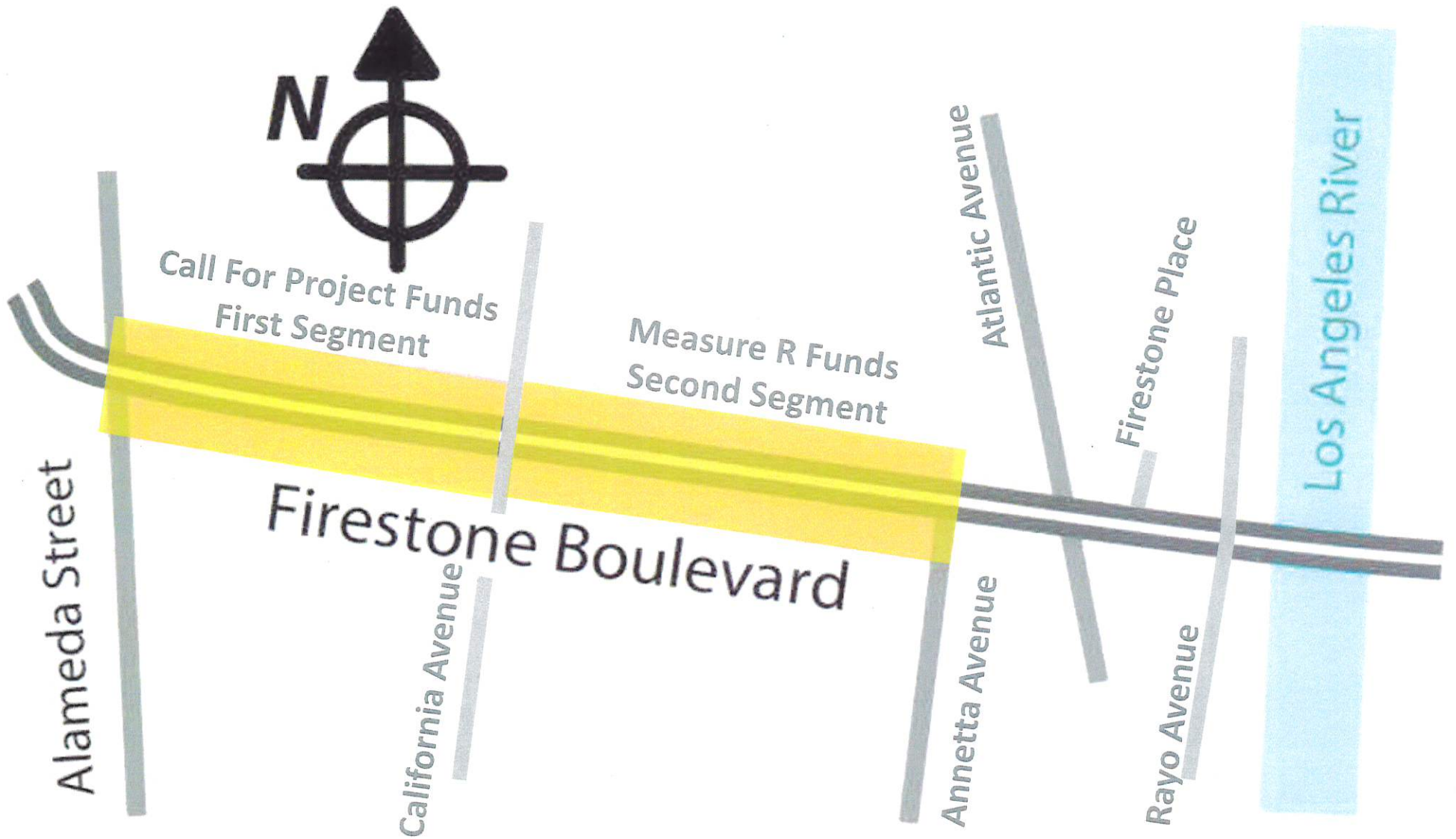
Signed \_\_\_\_\_

\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

(Attach Notary Certificate)



 *Project Construction Impacted Area*

**FIRESTONE BOULEVARD REGIONAL CORRIDOR CAPACITY ENHANCEMENTS PROJECT**



**ATTACHMENT C - BID SCHEDULE**

<b>CONTRACTOR'S NAME</b>	<b>BASE BID A</b>	<b>BASE BID B</b>	<b>ALTERNATE BID A</b>	<b>ALTERNATE BID B</b>
Sequel, Santa Fe Springs	\$ 597,242.00	\$ 1,292,275.00	\$ 1,156,187.00	\$ 71,750.00
Gentry GE, Rancho Cucamonga*	\$ 706,109.00	\$ 1,337,245.00	\$ 708,312.00	\$ 84,720.00
Palp/Excel Paving, Long Beach	\$ 805,349.00	\$ 1,564,110.00	\$ 998,190.00	\$ 145,400.00
Sully-Miller Contracting, Brea	\$ 1,006,975.00	\$ 1,661,576.00	\$ 789,688.00	\$ 146,252.00
<b>Engineer's Estimate</b>	\$ 565,174.00	\$ 1,532,425.00	\$ 735,843.66	\$ 79,230.00
<b>AVERAGE</b>	\$ 736,169.80	\$ 1,477,526.20	\$ 877,644.13	\$ 105,470.40

<b>CONTRACTOR'S NAME</b>	<b>TOTAL BASE BID</b>	<b>TOTAL ALTERNATE BIDS</b>	<b>TOTAL ALL A+B</b>
Sequel, Santa Fe Springs	\$ 1,889,517.00	\$ 1,227,937.00	\$ 3,117,454.00
Gentry GE, Rancho Cucamonga*	\$ 2,043,354.00	\$ 793,032.00	\$ 2,836,386.00
Palp/Excel Paving, Long Beach	\$ 2,369,459.00	\$ 1,143,590.00	\$ 3,513,049.00
Sully-Miller Contracting, Brea	\$ 2,668,551.00	\$ 935,940.00	\$ 3,604,491.00
<b>Engineer's Estimate</b>	\$ 2,097,599.00	\$ 815,073.66	\$ 2,912,672.66
<b>AVERAGE</b>	\$ 2,213,696.00	\$ 983,114.53	\$ 3,196,810.53

**Notice of Exemption****Appendix E**

To: Office of Planning and Research  
P.O. Box 3044, Room 113  
Sacramento, CA 95812-3044

County Clerk

County of: Los Angeles

12400 E. Imperial Hwy

Norwalk, CA 90650

From: (Public Agency): City of South Gate

Public Works Department

8650 California Avenue, South Gate, CA 90280-3075

(Address)

Project Title: Firestone Blvd Regional Corridor Capacity Enhancementst, Phase II, Project No 476-TRF

Project Applicant: City of South Gate

Project Location - Specific:

1. Segment 1 - a 1.4-mile, Firestone Boulevard between Alameda Street and California Avenue.
2. Segment 2 - a 1.1-mile, Firestone Boulevard between California Avenue and Annetta Avenue.

Project Location - City: South Gate

Project Location - County: Los Angeles

Description of Nature, Purpose and Beneficiaries of Project:

The project addresses deferred maintenance issues in the City such as pavement, concrete repair, lighting, bus shelters, and traffic safety. This project helps protect and maintain the City's street surfaces, improve stormwater surface drainage, improve safety and mobility for all users.

Name of Public Agency Approving Project: City of South Gate

Name of Person or Agency Carrying Out Project: City of South Gate

Exempt Status: **(check one):**

Ministerial (Sec. 21080(b)(1); 15268);

Declared Emergency (Sec. 21080(b)(3); 15269(a));

Emergency Project (Sec. 21080(b)(4); 15269(b)(c));

Categorical Exemption. State type and section number: Section 15304 Class 4

Statutory Exemptions. State code number: \_\_\_\_\_

Reasons why project is exempt:

The project is Categorically Exempt under Class 4 Minor Alterations to Land Section 15304 of the CA Environmental Quality Act. Class 4 consists of minor public or private alterations in the condition of Land, water and/or vegetation which do not involve removal of healthy, mature scenic trees for forestry or agricultural purposes.

Lead Agency

Contact Person: Kenneth Tang

Area Code/Telephone/Extension: 323-563-9574

**If filed by applicant:**

1. Attach certified document of exemption finding.

2. Has a Notice of Exemption been filed by the public agency approving the project?  Yes  No

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

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

Title: ACM/DPW

Signed by Lead Agency  Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.

Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: \_\_\_\_\_

**ATTACHMENT E - BUDGET SUMMARY**

**(CC Action)**

	<b>Call for Project</b>	<b>City Funds</b>	<b>Prop C LR</b>	<b>Measure R (MOU)</b>	<b>Measure R LR</b>	<b>Total Budget</b>
<b>Total Project Budget</b>	\$ 1,025,368	\$ 211,267	\$ 417,219	\$ 984,497	\$ 1,500,000	\$ 4,138,351
Design Phase	\$ 60,277		\$ 70,186	\$ 42,294		\$ 172,757
Amendment 6 Willdan	\$ 17,900			\$ 17,875	\$ 5,000	\$ 40,775
Construction Contract	\$ 761,000	\$ 146,000	\$ 172,000	\$ 814,083	\$ 1,224,371	\$ 3,117,454
Construction Contingencies	\$ 80,000	\$ 9,000	\$ 151,000	\$ 60,000	\$ 20,000	\$ 320,000
Construction Management	\$ 44,000	\$ -	\$ 24,000	\$ 50,043	\$ 90,000	\$ 208,043
CM Contingencies		\$ 11,000			\$ 10,000	\$ 21,000
Other Costs*	\$ 62,191	\$ 45,267	\$ 33	\$ 202	\$ 150,629	\$ 258,322
<b>Total Project Costs</b>	\$ 1,025,368	\$ 211,267	\$ 417,219	\$ 984,497	\$ 1,500,000	\$ 4,138,351

\*Misc. Costs include items such as staff time, project management, field operation costs, etc.