

RESOLUTION NO. 22-146

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, DENYING BPR INC.'S BID PROTEST AGAINST CITY OF CARSON'S PROPOSED AWARD OF CONTRACT FOR ON-CALL SERVICES FOR CONCRETE REMEDIATION SOLICITED THROUGH RFP 22-007

WHEREAS, on or about March 24, 2022, the City of Carson ("City") released RFP 22-007 ("RFP") seeking on-call services for concrete remediation whereby contractor awarded the contract will perform services for remediation of concrete sidewalk trip hazards from 1/2" and up to 2" in pre-designated work areas within the City; and

WHEREAS, City received two bids in response to the RFP, one from BPR Inc. ("Protester") and another from Southern California Precision Concrete, Inc. ("Precision Concrete"). Protester's bid submitted was for an amount of \$34.69 per inch foot (see Exhibit "A" attached hereto and incorporated hereby by this reference) and Precision Concrete's bid submitted was for an amount of \$34.95 per inch foot (see Exhibit "B" attached hereto and incorporated hereby by this reference); and

WHEREAS, City staff reviewed and evaluated the bids submitted by Protester and Precision Concrete based on the criteria outlined in the RFP, the Carson Municipal Code ("CMC"), and Public Contract Code, which included price, experience, performance, and ability to perform in a legally permissible manner, and also conducted interviews with both contractors; and

WHEREAS, in accordance with CMC Section 2612 and the Public Contract Code, Precision Concrete was determined by City staff to be the sole responsive and responsible bidder because Protester's bid was determined to be non-responsive; and

WHEREAS, City must award all public works contracts to the lowest responsible responsive bidder. A "bid is responsive if it promises to do what the bidding instructions demand." Taylor Bus Serv., Inc. v. San Diego Bd. of Educ., 195 Cal.App. 3d 1331 (1987). A bid must conform to the material terms of the bid package. DeSilva Gates Constr. v. Department of Transp., 242 CA4th 1409 (2015); and

WHEREAS, the RFP required any contractor awarded the contract to perform the work in accordance with all laws which requirement is a material term of the RFP; and

WHEREAS, while Protester's bid was slightly lower at \$34.69 per inch foot than Precision Concrete's bid, City staff determined that Protester would be unable to perform the work without violating Cal-OSHA Regulations. Specifically, horizontal cutting of concrete will result in the release of large amounts of silica dust to the surrounding area. Per Cal-OSHA the permissible exposure limit is 50 micrograms per cubic meter (Cal-OSHA Section 1523.3. Occupational

Exposure to Respirable Crystalline Silica). Failure to responsibly mitigate the silica dust while performing concrete cutting/grinding can result in silicosis occurring in workers, City officials inspecting the performance of the work, and/or community members within the vicinity of the work; and

WHEREAS, City staff reached out to Protester regarding the silica dust issue and gave Protester an opportunity to address the problem and in response, on June 1, 2022, Protester confirmed that it does not possess the ability to incorporate the requisite mitigation measures, that it is not possible for any contractor to do so, and that prior to City awarding contract to Precision Concrete, Precision Concrete must demonstrate that they can perform the work making less than 50 microns per cubic meter of silica dust (see email dated June 1, 2022 from Pat Rifley to Veronica Rodriguez, attached hereto and incorporated herein by this reference as Exhibit “C”). Precision Concrete has represented to City staff that it is able to perform the work making less than 50 microns per cubic meter of silica dust using a process patented by the United States Patent and Trademark Office. As a result, staff deemed Protester’s bid to be non-responsive and is recommending awarding the on-call contract to Precision Concrete; and

WHEREAS, on or about June 6, 2022, City issued a Notice of Intent to Award contract, stating City’s intent to award the contract pursuant to the RFP, to Precision Concrete, in spite of Protester’s slightly lower bid amount, due to Protester’s bid determined to be non-responsive; and

WHEREAS, on or about June 6, 2022, pursuant to Section 2613 of the CMC, Protester submitted to the City Clerk a bid protest (“Protest Letter”), a copy of which is attached hereto and incorporated herein by this reference as Exhibit “D,” protesting City’s proposed award of the contract to Precision Concrete. The Protest Letter, which requests City to “change the specification to require water application to the blade per OSHA standards ... and/or allow for repairs to be made with a scarifier machine” ... because “Osha allows for this method to be used without the application of water,” as submitted, was procedurally defective under the CMC’s requirements and based thereon, the City Council is entitled to deny Protester’s demands made in the Protest Letter. The Protest Letter also lacks substantive support failing to address City staff’s determination that Protester’s bid was non-responsive and based on this too, City Council is entitled to deny Protester’s demands made in the Protest Letter; and

WHEREAS, on June 21, 2022, City responded to the Protest Letter and requested that Protester withdraw its protest (see letter attached hereto and incorporated herein by this reference as Exhibit “E”). However, Protester has refused to withdraw the Protest Letter; and

WHEREAS, Section 2613(h)(6) of the CMC requires that award of the contract solicited through the RFP shall be deferred until completion of the protest procedure provided that if award of the contract is by the City Council, the protest determination may be made by the City Council concurrent with the decision to award the contract; and

WHEREAS, on June 23, 2022, in accordance with Section 2613(h)(6) of the CMC, Protester was given notice of the date of the City Council meeting during which the City Council will consider the award, and Protester’s right to appear and be heard; and

WHEREAS, the City Council now sees fit to reject the demands made in the Protest Letter based on the above recitals and findings set forth below.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The recitals above are true and correct.

SECTION 2. The City Council finds as follows:

a) Section 2613(e)(2) of the Carson Municipal Code mandates that each protest “identify the procurement or project under protest by name, solicitation number, and submission date.” The Protest Letter did not include the submission date and therefore, was defective.

b) Section 2613(d) of the Carson Municipal Code requires that “protests shall be filed with the City Clerk in writing and hand delivered or sent by certified U.S. mail, return receipt requested.” City’s records show that Protester did not comply with either of the requisite delivery methods. Therefore, based thereon, the Protest Letter was defective.

c) Protester claims that the scope and specifications used in the RFP which states “no water-cooling is allowed which creates slurry and contaminates storm drains and causes excessive environmental impact. Contractor must use a dust abatement system that limits the dust emitted from the cutting,” is flawed, because storm drains are located within streets, not sidewalks, and as a result, the RFP scope for sidewalk remediation incorrectly proscribes contamination of storm drains within streets. However, it is widely known that water used on sidewalks commonly drains onto streets, especially given the change in grade of the sidewalks designed exactly for such purpose. Based on this, the RFP scope is not flawed and in fact, was written in accordance with industry specifications.

d) Protester claims that the RFP specifications do “not allow for the OSHA health standard for eliminating silica dust” and that they do not “state that silica dust is limited to 50 micrograms per cubic meter, which is OSHA’s maximum allowed amount.” This assertion is presumably based on the allegation that the RFP did not specifically prohibit violation of OSHA regulations and as a result, contractor need not comply with state laws. However, the RFP required any contractor awarded the contract to perform the work in accordance with all laws which requirement is a material term of the RFP. A bid must conform to the material terms of the bid package. DeSilva Gates Constr. v. Department of Transp., 242 CA4th 1409 (2015). Protester would be unable to perform the work without violating Cal-OSHA Regulations. Specifically, horizontal cutting of concrete will result in the release of large amounts of silica dust to the surrounding area. Per Cal-OSHA the permissible exposure limit is 50 micrograms per cubic meter (Cal-OSHA Section 1523.3. Occupational Exposure to Respirable Crystalline Silica). Failure to responsibly mitigate the silica dust while performing concrete cutting/grinding can result in silicosis occurring in workers, City officials inspecting the performance of the work, and/or community members within the vicinity of the work.

e) Because Protester is unable to perform the work required in the RFP in accordance with applicable laws which requirement is a material term of the RFP, Protester's bid submitted in response to the RFP is non-responsive.

SECTION 3. Based on the findings set forth in Section 2 above, the City Council hereby denies Protester's bid submitted in response to the RFP pursuant to authority granted to City Council in CMC Section 2613(h), and based thereon, no further appeal rights shall be available to Protester.

SECTION 4. The City Council declares that, should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

SECTION 5. The City Clerk shall certify to the adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 6. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, and ADOPTED this 5th day of July, 2022.

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:

Sunny K. Soltani, City Attorney

EXHIBIT "A"

PROTESTER'S BID

SEE ATTACHED

April 10, 2022

City of Carson
701 East Carson St.
Carson Ca, 90745

Attn: Shelly Root - Purchasing

Re: BPR, Inc. Certification for RFP 22-007

I, Pat Rifley, am authorized to submit this proposal to the City of Carson.

BPR, Inc. formally Channel Islands Sawing, was formed in 1997 under CSLB number 743806. We incorporated in 2010 under CSLB number 944272. BPR, Inc. was a father/son company that grew into the leader in the Trip Hazard Repair Industry. Over the past 21 years we have perfected the art of repairing trip hazards. We are the only company in the state that uses the horizontal saw cutting technique, (utilizing patented equipment) along with grinding, asphalt ramping, and patching of sidewalk trip hazards. Having the capacity to do many different repairs allows us to always have the right fix for each sidewalk issue.

BPR, Inc. is an S Corporation in good standing with the state of California.

Respectfully,

Pat Rifley



President
BPR, Inc.
(805) 290-5548

April 10, 2022

City of Carson
701 East Carson St.
Carson Ca, 90745

Attn: Shelly Root - Purchasing

Re: Cost Proposal for RFP 22-007

\$34.69 per InFt

\$195.00 Per Hour

All work to be performed per RFP 22-007 specifications.

Respectfully,

Pat Rifley



President
BPR, Inc.
(805) 290-5548

CLIENT REFERENCE LIST

In order to more fully evaluate your background and experience for the project herein proposed, it is requested that you submit a list of references and/or similar projects completed or in progress within the last 24 months or as noted in the requirements of the RFP or IFB. Your cooperation in this matter is greatly appreciated.

BPR, INC.
461 LAS PALOMAS DRIVE
PORT HUENEME, CA 93041

Company Name: _____

Number of years as a contractor in the work of this type: 24

Three projects/clients references for this type of work:

Client Name See Attached

Address _____

Contact Name _____ Contact Email _____

Contact Phone Number _____

Project Description _____

Project Start Date _____ Project End Date _____

Project Amount: _____

Client Name _____

Address _____

Contact Name _____ Contact Email _____

Contact Phone Number _____

Project Description _____

Project Start Date _____ Project End Date _____

Project Amount: _____

Client Name _____

Address _____

Contact Name _____ Contact Email _____

References

City of Santa Ana

20 Civic Center Plaza

Santa Ana, Ca 92701

Kim McPeck

(714) 745-4185

Project: Removal of Sidewalk Trip Hazards

City of Mission Viejo

Mission Viejo, Ca

Cory Gonyea

(949) 240-4430

Concrete Grinding

City of Santee

Santee, Ca

Victor Michelle

(619) 572-6949

Citywide Trip Hazard repair

City of Camarillo

601 Carmen Dr

Camarillo, Ca 93010

Tony Sota

805-823-3965

Citywide Sidewalk Grinding

Contact Phone Number _____

Project Description _____

Project Start Date _____

Project End Date _____

Project Amount: _____

Bidder's Signature  _____

NOTE: If requested by the City, the bidder shall furnish a certified financial statement, references, and other information sufficiently comprehensive to permit an appraisal of his current financial condition.

CITY OF CARSON
AFFIDAVIT OF NON-COLLUSION AND NON-DISCRIMINATION

I hereby swear (or affirm) under the penalty of perjury:

That the attached proposal or bid has been arrived at by the responder independently and has been submitted without collusion with and without any agreement, understanding, or planned common course of action with any other firm or entity designed to limit fair and open competition;

That the contents of the proposal or bid response have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the solicitation responses; and

The proposer/bidder does not and shall not discriminate, will provide equal employment practices, and will adhere to an affirmative action program to ensure that in their employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

I certify that the statements in this affidavit are true and accurate.



Signature

4/11/22

Date

Pat Rifley

Printed Name

President

Title

**FEDERAL LOBBYIST
REQUIREMENTS CERTIFICATION
BPR, INC.**

Name of Firm: 461 LAS PALOMAS DRIVE Date: 4/11/22
PORT HUENEME, CA 93041
Address: _____
State: _____ Zip Code: _____ Phone No.: (805) 290-5548

Acting on behalf of the above-named firm, as its Authorized Official, I certify as follows:

1. No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
2. If any funds other than Federal appropriated funds have paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and:
3. The above-named firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:

Name: Pat Rifley Title: President
Signature: B - R. Date: 4/11/22

DEBARMENT AND SUSPENSION CERTIFICATION

Name of Firm: DPR, Inc.

Acting on behalf of the above-named firm ("Consultant"), as its Authorized Official, I, the undersigned, certify as follows:

I am a duly authorized representative of ("Consultant"). Consultant certifies, to the best of its knowledge and belief, that Consultant, including its principals:

Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency, and not does not have a proposed debarment pending;

Has not within the three-year period preceding this certification been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction, contract, or subcontract under a public transaction; for violation of federal or state antitrust statutes; or for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) above; and

Has not within the three-year period preceding this certification had one or more public transactions (federal, state or local) terminated for cause or default.

Consultant further certifies that Consultant, including its principals, is not listed on the government-wide exclusions in the System for Award Management.

Consultant acknowledges that falsely providing this certification may result in criminal prosecution or administrative sanctions, and that this certification is a required component of all proposals in response to this RFP/IFB.

A proposal that does not include a completed and signed version of this certification will be deemed incomplete and materially nonresponsive, and will not be considered.

CONSULTANT

By: Pat Rifley

Title: President

Date: 4/11/22

**CERTIFICATE OF COMPLIANCE WITH LABOR CODE SECTION
3700**

Name of Firm: BPR, Inc.

Acting on behalf of the above-named firm ("Consultant"), as its Authorized Official, I, the undersigned, certify as follows:

Consultant is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with provisions of that code, and will comply with such provisions before commencing the performance of the work under any contract awarded in response to Consultant's proposal.

CONSULTANT

By: Pat Rifley

Title: President

Date: 4/11/22

EXHIBIT "B"

PRECISION CONCRETE'S BID

SEE ATTACHED



13089 #C235 Payton Dr, Chino Hills, CA 91709
P: (909) 539-7740 F: (909) 628-7946
www.SafeSidewalks.com

To Whom It May Concern:

This is certification that the person submitting the proposal is authorized to contract on behalf of the Precision Concrete Cutting.

Signed by: Ronald Durna
Title: President
Date: 3-8-22

Ronald Durna, President
Precision Concrete Cutting
socalpcc@safesidewalks.com
909-539-7740





Secretary of State Certificate of Status

I, SHIRLEY N. WEBER, Ph.D., Secretary of State of the State of California, hereby certify:

Entity Name: SOUTHERN CALIFORNIA PRECISION CONCRETE INC
File Number: C2917505
Registration Date: 04/26/2007
Entity Type: DOMESTIC STOCK CORPORATION
Jurisdiction: CALIFORNIA
Status: ACTIVE (GOOD STANDING)

As of March 30, 2022 (Certification Date), the entity is authorized to exercise all of its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the Certification Date and does not reflect documents that are pending review or other events that may affect status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of California
this day of March 31, 2022.

A handwritten signature in black ink, appearing to read "Shirley N. Weber".

SHIRLEY N. WEBER, Ph.D.
Secretary of State

Certificate Verification Number: REVVDND

To verify the issuance of this Certificate, use the Certificate Verification Number above with the Secretary of State Certification Verification Search available at bebizfile.sos.ca.gov/certification/index.



ON-CALL SERVICES FOR CONCRETE REMEDIATION

RFP 22-007

Presented to: CITY OF CARSON
701 E. CARSON STREET
CARSON CA 90745

April 3rd 2022

CONTACT: VERONICA RODRIGUEZ

The information in this summary is confidential, and is to be used only by the intended recipient and Precision Concrete Cutting in evaluating the project. Any copying or unauthorized disclosure of this information is prohibited.

INTRO LETTER

Dear Ms. Rodriguez,

From 2007, Precision Concrete Cutting (PCC) of Southern California worked with many cities, inspecting and repairing over 100,000 sidewalk panels around Southern California without a single safety incident. This experience has granted us the unique opportunity to fully recognize what it is like to work in the City of Carson and interact with the community. Ron Durna will be the foreman during this time and will be the Project Manager if award the RFP. PCC can meet all the contract requirements and specifications outlined in the RFP for Sidewalk Trip Hazard Remediation.

Precision Concrete Cutting of Southern California has been operating for more than 15 years. Its Senior Management is based here in Southern California, possessing a combination of 30+ years in service, project implementation, and business management on an executive level. In its operating years, Precision Concrete Cutting has led the company to build a clientele of over 500 and completing more than 1000 projects repairing trip and fall hazards.

The management team is complemented by an elite team of professional repair and survey technicians, who work in crews to inspect and repair sidewalks. In their artisan roles, each must achieve an immense level of craftsmanship, perform consistently at a physical demanding level, all while being meticulous in calculating and recording repair specifications. In addition, each technician provides a courteous, pleasant interface with members of business and residential communities they meet in their day-to-day activities -- to deliver the results expected by clients.

If awarded the contract for RFP Sidewalk Trip Hazard Remediation, Precision Concrete Cutting will deploy personnel who are experienced in operating with cities of all magnitudes. Their experience will enable a swift yet efficient start for the service delivery of this contract.

The team members assigned and responsible for the City of Carson's projects, have many years of experience working in the area, along with other municipalities ranging from state capitals to small towns. Each technician is experienced in collaborating on projects as complex as: light rail train systems, city hazards, elevation correction per drainage issue and/ or repairing decades of work order backlogs for municipal clients. They are trained in the consideration of how to operate in sensitive business districts, pedestrian/resident inquiries, and customer communications.

Our experience and delivery of end-to-end sidewalk inspection and repair services has resulted in multi-year agreements with large municipal customers, universities, housing authorities, property management firms and private companies.

Should the City choose Precision Concrete Cutting, we promise to continue our commitment to excellence and quality. We will deploy only our most experienced and skilled technicians. As our track record has proven, we promise to provide the citizens of Carson with the quality of service that they have grown to expect.



ABOUT PRECISION CONCRETE CUTTING

PCC is the leader in uneven sidewalk repair



- Founded in 1992, branches throughout the US
- Developed a process to overcome the limitations and poor results from other methods
- Awarded 5 patents by the US patent and trademark office
- PCC offers this services throughout the US and Canada
- Working with 100s of cities, counties, and property managers throughout California



WHAT WE DO

We help cities keep their sidewalks safe, accessible, and ADA compliant while managing tight budgets.

- Sidewalk safety, accessibility, and risk management are top priorities because of recent national and state court rulings.
- The question for City Managers is how to manage sidewalk maintenance and risk within the constraints of your budgets.



OUR SOLUTION

We offer the most cost effective solution for maintaining your sidewalks.

Provide comprehensive Sidewalk Assessment Surveys using our specialized GPS survey software to identify the problem and provide an in-depth report and recommendations.

Offer a unique Uneven Sidewalk Repair service that stretches your budget, meets your ADA requirements, and removes your risk of liability.

Offer a city wide Sidewalk Repair and Maintenance Programs tailored to your needs and budget constraints.



City of Commerce inspection report

Map of hazard location Emil Avenue



LEADING UNEVEN SIDEWALK REPAIR

The benefits of our service include

- Substantial budget savings over other methods
- Guaranteed ADA and OSHA Compliance
- Reduced liability risk
- A clean, attractive finish
- Quick removal with little disruption in service
- Safe and longer lasting sidewalks
- Satisfied community members



WHY WE DON'T GRIND

- Grinding often damages the concrete (breaks edges, knocks out aggregate, scars adjacent panels, creates micro cracks).
- Often unsightly (leaves a rough, uneven scarring)
- Difficult to comply with the ADA slope requirements
- Hard to use on larger trip hazards (over 1 inch)
- Unable to remove hazards next to objects
- Very slow process and generates lots of dust
- Has no cost advantage



LEADING UNEVEN SIDEWALK REPAIR

Rather than grind down trip hazards or replace the sidewalk, we cut trip hazards with precision diamond saws.

- **Proven patented diamond saw cutting method**
 - completely removes difference in vertical elevation of greater than 1/4 inch to 2 1/2 inches between panels. Saves more sidewalk.
- **Superior results compared to unsightly grinding and asphalt patching**
 - Lower Risk through full compliance with ADA and OSHA requirements.
 - Aesthetics more correct for city residents & visitors, no ugly grinds or asphalt ramps.
- **Remove sidewalk hazards quickly, with little disruption of foot traffic**
 - up to 150 repairs per day.



PRECISION CONCRETE CUTTING REPAIRS



The information in this summary is confidential, and is to be used only by the intended recipient and Precision Concrete Cutting in evaluating the project. Any copying or unauthorized disclosure of this information is prohibited.



PRECISION CONCRETE CUTTING REPAIRS



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PRECISION CONCRETE CUTTING REPAIRS



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PRECISION CONCRETE CUTTING REPAIRS



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PRECISION CONCRETE CUTTING REPAIRS



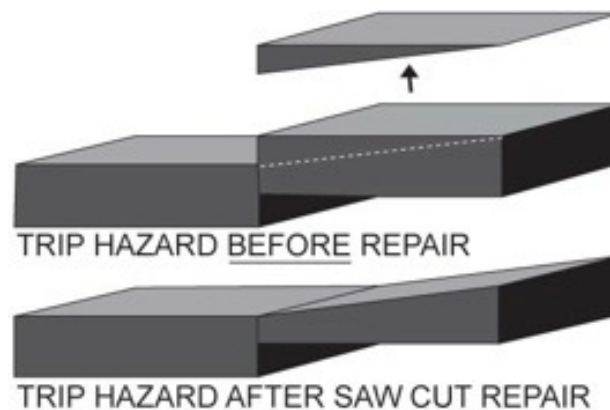
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PRECISION CONCRETE CUTTING DIFFERENCE

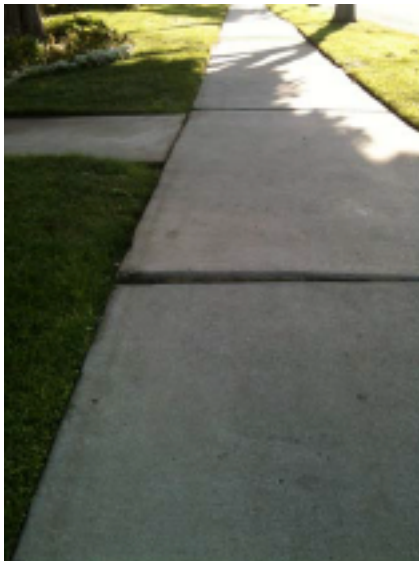
REPAIR SPECIFICATIONS

1. Hazards removed from the full length of the panel (full edge-to-edge repair).
2. Sidewalks repaired at a slope of 1:8, in compliance with ADA requirements.
3. Handicap ramps or special areas repaired at a slope of 1:12, in compliance with ADA requirements.
4. Debris from repaired areas collected and removed.
5. A dust abatement system used during all repair operations.
6. The repaired areas are smooth and uniform with a coefficient of friction exceeding OSHA requirements for public walkways.
7. A detailed, audit-able invoice is presented for every repair.



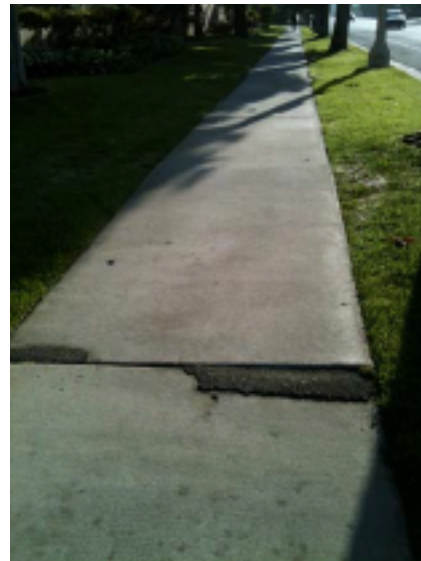
CURRENT REPLACEMENT REPAIR METHOD

Coverage Limited by Budget Allocation



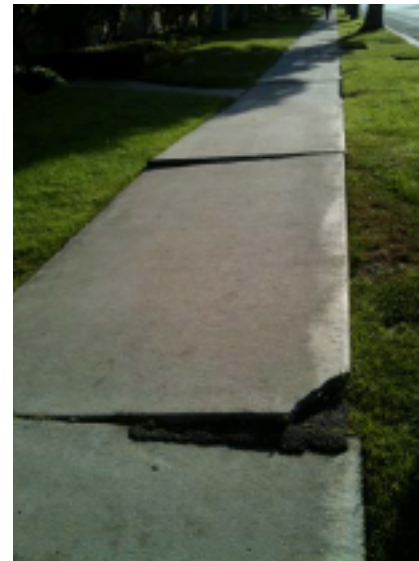
1/2 to 1 inch high
Asphalt Ramp or Grind

\$25 - \$50 per
location



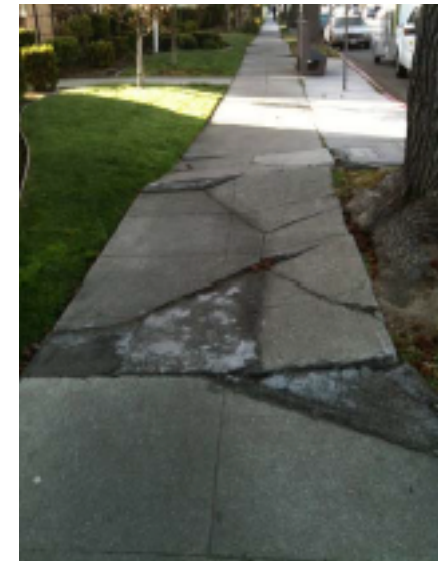
1 to 1 1/2 Inches High
Replace

\$3,000 - \$5,000 per
location



1 1/2 to 2 Inches High
Replace

\$3,000 - \$5,000 per
location



Above 2 Inches High
Replace

\$3,000 - \$5,000 per
location

\$\$\$ BUDGET & TIME INTENSIVE - \$\$\$ LIABILITY RISK



STRETCH YOUR BUDGET

Precision Saw Cutting can repair more at a fraction of the cost of replacement



1/2 to 1 inch high
Repair by Precision Saw
Cutting

\$25 - \$50 per
location



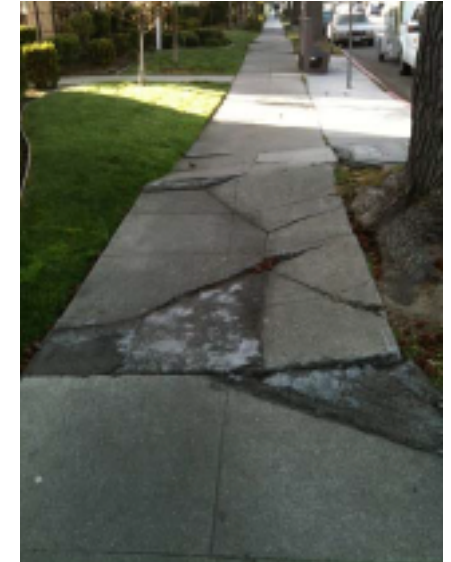
1 to 1 1/2 Inches High
Repair by Precision Saw
Cutting

\$50 - \$100 per
location



1 1/2 to 2 Inches High
Repair by Precision Saw
Cutting

\$100 - \$200 per
location



Above 2 Inches High
Replace Temporary
Asphalt

**\$3,000 - \$7,000
per location**

REPAIR MORE SIDEWALK & REMOVE LIABILITY



PRECISION SAW CUTTING SOLUTION

80% of problems addressed by low cost saw cutting ~ \$25 - \$200 per location

Precision Saw Cutting sidewalk panels for changes in elevations up to 2 1/2 inches high

- Repair 10 times as much sidewalk as removal and replacement
- Better use of city assets, save more of the sidewalk

20% addressed by higher cost replacement ~ \$3000 - \$5000 per location

- Replace sidewalk panels with changes in elevation between panels above 2 1/2 inches
- Saves budget for more repairs of severe problems
- Only replace when absolutely necessary



MAINTENANCE & RISK MANAGEMENT PROGRAM

Proposed Annual Sidewalk Maintenance Program

- **Sidewalk Survey**

- Annual, bi-annual, quarterly inspection
- Specify problems and recommended actions to be taken.
- Prioritize the areas and problems to be resolved
- Size and severity of hazards, high traffic areas
- Identify repairs to be accomplished by saw cutting
- Recommend areas to be demolished and replaced

- **Remove the existing trip hazards by Saw Cutting up to 2 1/2 inches in height**

- Fixed budget “not to exceed” per month, quarter, year
- Quickly reduces Liability Risk
- Lowest overall cost
- Minimizes the amount of costly replacement
- Maximizing the useful life of the existing sidewalk
- Maximize the amount of sidewalk restored
- Stretching budget dollars over more miles of sidewalk

- **Remove and Replace areas not recommended for saw cutting**

- Maximizes the repair of locations that truly needs to be replaced



CASE STUDY: WESTWOOD VILLAGE

- **Removed 496 sidewalks trip hazards of the 615 existing trip hazards identified**

- completely removed difference in vertical elevation of 1/2 inch to 2 1/2 inches between panels
- recommended only 91 areas for removal and replacement

- **Project completed quickly, with little disruption of foot traffic**

- only 30 days to complete, work completed in non-peak hours

- **Substantial budget savings**

- Save more than \$107,000 in demolition and replacement costs
- extended the useful life of existing sidewalks for many years

- **Superior results compared to grinding and asphalt patching**

- In full compliance with ADA and OSHA requirements.
- aesthetics more correct for Westwood Village, no ugly grinds and less asphalt ramps

- 80% of problems addressed by low cost methods - \$25 -\$300 per location
- 20% addressed by high cost methods - \$3000-\$5000 per location



OUR SURVEYS

CITYWIDE SIDEWALK ASSESSMENT

- Inspection of sidewalks within the public right-of-way, commercial/residential driveway approach.
- Scope of Work as agreed by City and Precision Concrete Cutting (PCC).
- Risk factors & distress items are collected over a period as agreed by the City and PCC.
- All data is recorded in the Sidewalk Assessment Report as agreed by the City and PCC.
- Data summarized by street segments and itemized by physical address, GPS location, the size of the “Hazard”, the severity of the hazard (amount of risk) and “Condition” (type of repair).
- Recommended action provided for each location including repair method.
- Maps are created by street segment that display the itemized hazard location color coded by priority as Less Severe (yellow), Severe (orange), and Most Severe (red).
- Photographs can be taken of damaged areas as agreed by the CITY and PCC.



SIDEWALK ASSESSMENT SURVEYS

APPROACH

- Simple and fast
- Survey resources will include experienced surveyors/data collectors,
- Specialized data collection and GPS mapping program
- Data processing technicians
- Scope of Work customized to meet City requirements

CITYWIDE SIDEWALK ASSESSMENT

FOCUS ON THE FOLLOWING AREAS OF SIDEWALK MAINTENANCE

SIDEWALK CONDITION

Sidewalk condition is a measurement of physical distresses such as spall surfaces, cracks, heaving, and settling. Spalling is the result of environmental exposure of inferior workmanship or materials. Cracking is a sign of premature failure that is often the result of excessive loads from heavy construction equipment, settling due to poor trench compaction or heaving caused by tree roots.

SIDEWALK TRIP HAZARDS

Trip hazards are vertical faces that present the opportunity for the unaware or impaired person to catch their toe. The trip faces that are between 1/2" and 2" are considered more dangerous than larger separations. Trips are often repaired one of two ways: trips under 2 " inches in height are cut off and feathered back at ADA standards, larger trips are totally removed and replaced with new concrete.



CITYWIDE SIDEWALK ASSESSMENT

Sidewalk Trip Hazards.

Sidewalk trip hazards are recorded and divided by the size of the vertical face exposed. We have grouped the surveyed hazards into the following three classes.

Hazard Classes

Less Severe (small) Above 1/4" high to 1/2"


Severe (medium) 5/8" high to 1"

Most Severe (large) Above 1" high to 2 1/2"

We recommend the repair of trip hazards by saw cutting for all hazards 3/8" to 2 "" high to save cost and extend the useful life of the existing sidewalk. Larger trips (above 2 "") and are best resolved by the removal and replacement of the entire panel. The cutting of individual trip hazards can be scheduled to incrementally address the most hazardous areas first. The "remove and rep



EXAMPLE: SIDEWALK ASSESSMENT MATRIX





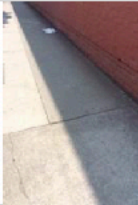
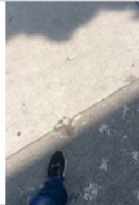

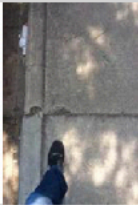



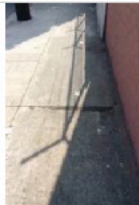
<div><div>Precision Concrete Cutting 13089 Peyton Dr #C235 Chino Hills, Ca 91705</div></div>															City of Commerce City Manager-Public Works 2559 Commerce Way Compton, CA 90040 PH: (951) 722-4805																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										
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No.	Street Name			Segment From	Segment To	Location/Description			Insp Date	Height 1	Height 2	Linear Feet	Spall	Joint	Crack	Tree	Patch Fill	Replace	Cut	Panel Width	Length (L/W)	SQ. FT.	Image																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		

EXAMPLES: ITEMIZED MAPS OF GPS LOCATIONS

Map of hazard location Emil Avenue



EXAMPLES: ITEMIZED PICTURES OF LOCATIONS

		
Hazard 1: 3900 Union Pacific Ave corner is asphalt	Hazard 2: 3900 Union Pacific Ave	Hazard 3: 3900 Union Pacific Ave
		
Hazard 4: 3900 Union Pacific Ave	Hazard 5: 3900 Union Pacific Ave	Hazard 6: 3900 Union Pacific Ave
		
Hazard 7: 3900 Union Pacific Ave by tree	Hazard 8: 3900 Union Pacific Ave by tree	Hazard 9: 3900 Union Pacific Ave by tree
		
Hazard 10: 3900 Union Pacific Ave	Hazard 11: 3900 Union Pacific Ave	Hazard 12: 3900 Union Pacific Ave

PCC - Safe Sidewalks

SUMMARY

For changes in elevation of sidewalk panels range between 1/4 inch and 2 1/2 inches, Saw Cutting is the most cost effective method to maintain your sidewalks and reduce your risk.

- Complies with ADA standards for removal and slopes
- Meets OSHA recommended standards for slip resistance
- Appears clean and neat
- Cuts precisely removing trip hazards in difficult-to-reach places
- Removes hazards quickly
- Stretches budgets by lengthening the life of concrete sidewalks that might otherwise be replaced.
- Saves Our Customers thousands of \$\$\$ in sidewalk repair and maintenance and liability cost.



PCC - PROPOSAL AND PRICING

Billing Units: Services are billed in “Inch Feet”. An inch foot is calculated by measuring the average height of the sidewalk off-set and multiplying this average by the length of the cut. Example: A sidewalk off-set on a 4-foot wide sidewalk that consists of a 0.5” rise on one side, and tapers down to a zero rise on the other is calculated as follows:

$$.05'' + 0'' / 2 * 4' = 1\text{-inch foot}$$

SIDEWALK ASSESSMENT SERVICES	UNIT PRICE \$495 PER SIDEWALK MILE
SIDEWALK TRIP HAZARD REPAIR PER INCH FOOT	UNIT PRICE \$34.95 PER INCH FOOT



PCC - REFERENCES

CITY NAME AND DEPARTMENT	CITY OF COMMERCE
ADDRESS	2535 COMMERCE WAY
CITY, STATE, ZIP	COMMERCE CA 90040
CONTACT NAME AND TITLE	HECTOR OROZCO
CONTACT PHONE NUMBER	323.216.0173
PROJECT	ANNUAL SIDEWALK REPAIR PROJECT

CITY NAME AND DEPARTMENT	CITY OF CYPRESS
ADDRESS	5285 CYPRESS ST.
CITY, STATE, ZIP	CYPRESS CA 90630
CONTACT NAME AND TITLE	JOSE GUERRA
CONTACT PHONE NUMBER	714.229.6760
PROJECT	VARIOUS LOCATIONS PROVIDED BY CITY STAFF

CITY NAME AND DEPARTMENT	CITY OF COMPTON
ADDRESS	205 SOUTH WILLOWBROOK AVE.
CITY, STATE, ZIP	COMPTON, CA 90220
CONTACT NAME AND TITLE	JOHN STRICKLAND
CONTACT PHONE NUMBER	310.605.5505
PROJECT	ANNUAL SIDEWALK REPAIR PROJECT



CONTACT US

PRECISION CONCRETE CUTTING

13089 PEYTON DR #C235

CHINO HILLS CA 91709

PHONE: 909-539-7740

DIR NUMBER: 1000003322

CONTRACTOR LICENSE NUMBER: 925449

socalpcc@safesidewalks.com

www.safesidewalks.com

**Trip Hazard Removal Specialist for
Los Angeles and San Gabriel Valley**



CLIENT REFERENCE LIST

In order to more fully evaluate your background and experience for the project herein proposed, it is requested that you submit a list of references and/or similar projects completed or in progress within the last 24 months or as noted in the requirements of the RFP or IFB. Your cooperation in this matter is greatly appreciated.

Company Name: PRECISION CONCRETE CUTTING

Number of years as a contractor in the work of this type: 15

Three projects/clients references for this type of work:

Client Name CITY OF COMMERCE
Address 2535 COMMERCE WAY, COMMERCE CA 90040
Contact Name HECTOR OROZCO Contact Email HECTORO@ci.commerce.ca.us
Contact Phone Number (323) 216-0173
Project Description SIDEWALK ASSESSMENT AND TRIP HAZARD REPAIR

Project Start Date 10/1/2021 Project End Date CURRENT
Project Amount: \$70,000

Client Name CITY OF CYPRESS
Address 5285 CYPRESS STREET CYPRESS CA 90630
Contact Name JOSE GUERRA Contact Email jguerra@cypressca.org
Contact Phone Number (714) 229-6760
Project Description TRIP HAZARD REPAIR

Project Start Date 7/27/2020 Project End Date 8/1/2020
Project Amount: \$16,743.00

Client Name CITY OF COMPTON
Address 205 SOUTH WILLOWBROOK AVE. COMPTON, CA 90220
Contact Name JOHN STRICKLAND Contact Email jstrickland@comptoncity.org

Contact Phone Number (626) 570-5067


Project Description SIDEWALK ASSESSMENT AND TRIP HAZARD REPAIR

Project Start Date 7/1/2020

Project End Date CURRENT

Project Amount: \$200,000

Bidder's Signature



NOTE: If requested by the City, the bidder shall furnish a certified financial statement, references, and other information sufficiently comprehensive to permit an appraisal of his current financial condition.

CITY OF CARSON
AFFIDAVIT OF NON-COLLUSION AND NON-DISCRIMINATION

I hereby swear (or affirm) under the penalty of perjury:

That the attached proposal or bid has been arrived at by the responder independently and has been submitted without collusion with and without any agreement, understanding, or planned common course of action with any other firm or entity designed to limit fair and open competition;

That the contents of the proposal or bid response have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the solicitation responses; and

The proposer/bidder does not and shall not discriminate, will provide equal employment practices, and will adhere to an affirmative action program to ensure that in their employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

I certify that the statements in this affidavit are true and accurate.



Signature

3.31.22

Date

RONALD DURNA

Printed Name

PRESIDENT

Title

**FEDERAL LOBBYIST
REQUIREMENTS CERTIFICATION**


Name of Firm: PRECISION CONCRETE CUTTING Date: 3/31/22
Address: 13089 PEYTON DR. #C235
State: CA Zip Code: 91709 Phone No.: 909-539-7740

Acting on behalf of the above-named firm, as its Authorized Official, I certify as follows:

1. No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
2. If any funds other than Federal appropriated funds have paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;
3. The above-named firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:

Name: RONALD DURNA JR. Title: PRESIDENT
Signature:  Date: 3/31/22

DEBARMENT AND SUSPENSION CERTIFICATION

Name of Firm: PRECISION CONCRETE CUTTING

Acting on behalf of the above-named firm ("Consultant"), as its Authorized Official, I, the undersigned, certify as follows:

I am a duly authorized representative of ("Consultant"). Consultant certifies, to the best of its knowledge and belief, that Consultant, including its principals:

Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency, and not does not have a proposed debarment pending;

Has not within the three-year period preceding this certification been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction, contract, or subcontract under a public transaction; for violation of federal or state antitrust statutes; or for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) above; and

Has not within the three-year period preceding this certification had one or more public transactions (federal, state or local) terminated for cause or default.

Consultant further certifies that Consultant, including its principals, is not listed on the government-wide exclusions in the System for Award Management.

Consultant acknowledges that falsely providing this certification may result in criminal prosecution or administrative sanctions, and that this certification is a required component of all proposals in response to this RFP/IFB.

A proposal that does not include a completed and signed version of this certification will be deemed incomplete and materially nonresponsive, and will not be considered.

CONSULTANT

By: 

Title: PRESIDENT

Date: 3.31.22



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/31/2022

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

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

PRODUCER Burnham WGB Insurance Solutions CA Insurance License 0F69771 15901 Red Hill Avenue Tustin CA 92780		CONTACT NAME: Andrea Martin PHONE (A/C, No, Ext): 714-824-8371 E-MAIL ADDRESS: amartin@wgbib.com		FAX (A/C, No): 714-573-1770
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : StarStone National Ins Co		25496
		INSURER B : Insurance Company of the West		27847
		INSURER C : Mesa Underwriters Specialty		36838
		INSURER D : American Fire and Casualty Co		24066
		INSURER E :		
		INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 2130980279

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Deductible			MP0104016000189	5/15/2021	5/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ 2,500
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAA57604891	10/26/2021	5/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			72775T214ALI	5/15/2021	5/15/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		WSD504819902	6/2/2021	6/2/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

The City and its officers, officials, employees, and agents and colunteers are named as additional insured on the General Liability per attached MUS 01 01 20128 0316 and CG2037 and on the Auto Liability per attached AC 85 43 06 18 as required by written contract subject to the terms and conditions of the policy. Waiver of Subrogation applies to the General Liability per attached MUS 01 01 20128 0316 Waiver of Subrogation applies to the Auto per attached AC 85 43 06 18 Waiver of Subrogation applies to the Workers' Compensation per attached WC 99 06 34

CERTIFICATE HOLDER**CANCELLATION**

City of Carson
701 East Carson Street
Carson CA 90745

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

Each "project" covered by this policy is subject to a separate General Aggregate limit per the terms of this endorsement. It is further agreed that the maximum aggregate limit that this policy shall be subject to is \$5,000,000 regardless of the number of claims or locations covered.

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
- 1.** A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2.** The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a.** Insureds;
 - b.** Claims made or "suits" brought; or
 - c.** Persons or organizations making claims or bringing "suits".
 - 3.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 - 4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
 - D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
 - E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

If the policy to which this endorsement is attached also contains a Business Auto Coverage Enhancement Endorsement with a specific state named in the title, this endorsement does not apply to vehicles garaged in that specified state.

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SECTION II - LIABILITY COVERAGE is amended as follows:

1. NEWLY FORMED OR ACQUIRED SUBSIDIARIES

SECTION II - LIABILITY COVERAGE, Paragraph **A.1. Who Is An Insured** is amended to include the following as an "insured":

- d. Any legally incorporated subsidiary of which you own more than 50 percent interest during the policy period. Coverage is afforded only for 90 days from the date of acquisition or formation. However, "insured" does not include any organization that:
 - (1) Is a partnership or joint venture; or
 - (2) Is an "insured" under any other automobile policy except a policy written specifically to apply in excess of this policy; or
 - (3) Has exhausted its Limit of Insurance or had its policy terminated under any other automobile policy.

Coverage under this provision **d.** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, Paragraph **A.1. Who Is An Insured** is amended to include the following as an "insured":

- e. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- f. Any "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, Paragraph **A.1. Who Is An Insured** is amended to include the following as an "insured":

- g. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, written agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or written agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit.

The "insured" is required to submit a claim to any other insurer to which coverage could apply for defense and indemnity. Unless the "insured" has agreed in writing to primary noncontributory wording per enhancement number 24, this policy is excess over any other collectible insurance.

4. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, **Coverage Extensions**, **2.a. Supplementary Payments**, Paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow "employees" are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, Exclusion **B.5. Fellow Employee** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire if you have workers compensation insurance in force for all of your "employees" at the time of "loss".

This coverage is excess over any other collectible insurance.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph **A.4. Coverage Extensions** of **SECTION III - PHYSICAL DAMAGE COVERAGE**, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos".

- a. You hire, rent or borrow; or
- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business, subject to the following limit and deductible:
 - a. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
 - (1) \$50,000; or
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
 - b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
 - c. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
 - d. Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
 - e. This coverage extension does not apply to:
 - (1) Any "auto" that is hired, rented or borrowed with a driver; or
 - (2) Any "auto" that is hired, rented or borrowed from your "employee" or any member of your "employee's" household.

Coverage provided under this extension is excess over any other collectible insurance available at the time of "loss".

7. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, Paragraph **A.2. Towing**, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$75 per disablement.
- b. For "light trucks", we will pay up to \$75 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

8. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph **A.4.a. Coverage Extensions, Transportation Expenses** of **SECTION III - PHYSICAL DAMAGE COVERAGE**, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500.

9. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement requires the rental of a comparable or lesser vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto". This limit is excess over any other collectible insurance.

- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph **4. Coverage Extension**.
- f. No deductible applies to this coverage.
- g. The insurance provided under this extension is excess over any other collectible insurance.

If this policy also provides Rental Reimbursement Coverage you purchased, the coverage provided by this Enhancement Endorsement is in addition to the coverage you purchased.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision **11.B**.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage**, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

11. PERSONAL EFFECTS COVERAGE

A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an "insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, is amended by adding the following:

Any Comprehensive Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global position device and that device was the method of recovery of the vehicle.

14. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, Paragraph **a.** of the exception to exclusions **4.c.** and **4.d.** is deleted and replaced with the following:

Exclusions **4.c.** and **4.d.** do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is:
 - (1) Permanently installed in the covered "auto" at the time of the "loss" or removable from a housing unit that is permanently installed in the covered "auto"; and
 - (2) Designed to be solely operated by use from the power from the "auto's" electrical system; and
 - (3) Physical damage coverages are provided for the covered "auto".

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

15. LOAN / LEASE GAP COVERAGE (Not Applicable In New York)

- A. Paragraph **C. Limit Of Insurance** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
 - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss";
 - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear;
 - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
 - d. Transfer or rollover balances from previous loans or leases;
 - e. Final payment due under a "Balloon Loan";
 - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto";
 - g. Security deposits not refunded by a lessor;
 - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto";
 - i. Any amount representing taxes;
 - j. Loan or lease termination fees; or
2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

B. Additional Conditions

This coverage applies only to the original loan for which the covered "auto" that incurred the "loss" serves as collateral, or lease written on the covered "auto" that incurred the "loss".

- C. **SECTION V - DEFINITIONS** is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

16. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph **D. Deductible** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

17. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph **D. Deductible** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

18. TWO OR MORE DEDUCTIBLES

Under **SECTION III - PHYSICAL DAMAGE COVERAGE**, if two or more company policies or coverage forms apply to the same "accident", the following applies to Paragraph **D. Deductible** :

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible, it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the "loss" involves two or more Business Auto coverage forms or policies, the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement, company means any company that is part of the Liberty Mutual Group.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

19. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

20. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph **A.2.a.** is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) Member, if you are a limited liability company;
 - (4) An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (a) How, when and where the "accident" or "loss" took place;
- (b) The "insured's" name and address; and
- (c) The names and addresses of any injured persons and witnesses.

21. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph **A.5. Transfer Of Rights Of Recovery Against Others To Us**, is amended by the addition of the following:

If the person or organization has in a written agreement waived those rights before an "accident" or "loss", our rights are waived also.

22. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph **B.7. Policy Period, Coverage Territory**, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the "insured's" responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

23. PRIMARY AND NON-CONTRIBUTING IF REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, General Conditions, B.5. Other Insurance** and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

SECTION V - DEFINITIONS is amended as follows:

24. BODILY INJURY REDEFINED

Under **SECTION V - DEFINITIONS**, Definition **C.** is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AI – PRIMARY NON-CONTRIBUTORY – WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Blanket Additional Insureds - As Required By Contract

- A.** Subject to the Primary and Non-Contributory provision set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" or, to the extent applicable under the Coverage Part to which this endorsement applies, "personal and advertising injury" caused, in whole or in part, by:

1. Your ongoing operations, "your product", or premises owned or used by you;

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or, to the extent applicable under the Coverage Part to which this endorsement applies, "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrong-doing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or, to the extent applicable under the Coverage Part to which this endorsement applies, the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

2. Your maintenance, operation or use of equipment, other than aircraft, "auto" or watercraft, rented or leased to you by such person or organization. A person or organization's status as an additional insured under this endorsement ends when their contract, or agreement with you for such rented or leased equipment ends. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the rental agreement or equipment lease expires.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been executed (executed means signed by the named insured) or written permit issued prior to the "bodily injury" or "property damage" or, to the extent applicable under the Coverage Part to which this endorsement applies, "personal and advertising injury".

Primary and Non-Contributory Provision

The following is added to Paragraph **4. Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance shall be excess with respect to any person or organization included as an additional insured under this policy, any other insurance that person or organization has shall be primary with respect to this insurance, unless:

- 1) The additional insured is a Named Insured under such other insurance;
- 2) You have agreed in a written contract, written agreement or written permit to include that additional insured on your General Liability policy on a primary and/or non-contributory basis; and
- 3) The written contract or written agreement has been executed (executed means signed by the named insured) or written permit issued prior to the "bodily injury" or "property damage" or, to the extent applicable under the Coverage Part to which this endorsement applies, "personal and advertising injury".

Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph **8. Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We will waive any right of recovery we may have against a person or organization because of payments we make for "bodily injury" or "property damage" arising out of your ongoing operations or "your work" done under a written contract or written agreement and included in the "products-completed operations hazard", if:

1. You have agreed to waive any right of recovery against that person or organization in a written contract or written agreement;
2. Such person or organization is an additional insured on your policy; or
3. You have assumed the liability of that person or organization in that same contract, and it is an "insured contract".

The section above only applies to that person or organization identified above, and only if the "bodily injury" or "property damage" occurs subsequent to the execution of the written contract or written agreement.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Where Required By Written Contract	All Operations of the Named Insured

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

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

However:

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

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

The additional premium for this endorsement shall be **3 %** of the total California Workers' Compensation premium otherwise due.

Schedule

Person or Organization
**ANY PERSON / ORG
WHEN REQUIRED BY
WRITTEN CONTRACT**

Job Description
ALL CA OPERATIONS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 06/02/2021 Policy No. WSD504819902

Endorsement No.

Insured **SOUTHERN CALIFORNIA PRECISION**

Premium \$ **INCL.**

Insurance Company **INSURANCE COMPANY OF THE WEST**

Countersigned By



EXHIBIT "C"

JUNE 1, 2022 EMAIL FROM PAT RIFLEY TO VERONICA RODRIGUEZ

SEE ATTACHED

From: Pat Rifley <pat@bpr1.com>

Sent: Wednesday, June 1, 2022 3:12:10 PM

To: Veronica Rodriguez <vrodriguez@carsonca.gov>; Ruben Hovanesian <rhovanesian@carsonca.gov>

Subject: Re: RFP 22-007

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mrs. Rodriguez,

Thank you for your response regarding our assessment of the city's bid scope.

The assessment of our meeting is inaccurate. It is not possible to use a concrete saw, without applying water to the blade, and not make over 50 microns per cubic meter of silica dust. BPR nor any other company can accomplish this. The city's bid scope is at odds with OSHA standards. The entire concrete cutting world applies water to the blade to eliminate dust. It has been an industry standard forever. If the city's bid specification is followed, the saw operator must wear a respirator. OSHA states the respirator is to only be used as a temporary solution till a permanent solution is found. If city officials and citizens are in the vicinity of the work, will they be provided respirators?

It's not possible for your scope of work to be accomplished without creating a health hazard due to silica dust.

Prior to award, your candidate must demonstrate they can perform the scope of work making less than 50 microns per cubic meter of silica dust.

Thank You,

Patrick Rifley | President

Office (855) 804-7336 | Fax (855) 814-7336 | Cell (805) 290-5548

Email pat@bpr1.com | Web: www.bpr1.com



From: Veronica Rodriguez <vrodriguez@carsonca.gov>
Sent: Wednesday, June 1, 2022 1:01 PM
To: Pat Rifley <pat@bpr1.com>; Ruben Hovanesian <rhovanesian@carsonca.gov>
Subject: RE: RFP 22-007

BPR,

We appreciate your interest in the City of Carson and the time you've invested in bidding for RFP 22-007. In the interview you stated that your company does not have the means to capture the silica dust. This is unfortunate because Horizontal cutting of concrete will result in the release of large amounts of silica dust to the surrounding area. Per Cal-OSHA the permissible exposure limit is 50 micrograms per cubic meter (Cal-OSHA Section 1523.3. Occupational Exposure to Respirable Crystalline Silica). Failure to responsibly mitigate the silica dust while performing concrete cutting/grinding can result in silicosis occurring in workers, city officials inspecting the performance of the work, and/or community members within the vicinity of the work. It is because of this that we intend to move forward with another candidate, but we'd like to thank you for talking to our team and giving us the opportunity to learn about your company's skills and accomplishments. If City's assessment described above is not accurate, please provide written substantiation of the same by no later than June 2, 2022 at 5 pm.

If we do not hear from you by the referenced deadline, we wish you good luck with your future endeavors.

Best,

Disclaimer

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EXHIBIT "D"

PROTEST LETTER

SEE ATTACHED

May 6, 2022

City of Carson
701 East Carson St.
Carson Ca, 90745

Attn: Rita McCullum

Re: Award Protest – RFP 22-007 ON-CALL SERVICES FOR CONCRETE REMEDIATION

BPR, Inc. formally protests the award of RFP 22-007 ON-CALL SERVICES FOR CONCRETE REMEDIATION to Southern California Precision Concrete Inc. (SCPC). The project scope and specifications were provided to the city by SCPC and are flawed. It states ***“No water cooling is allowed which creates slurry and contaminates storm drains and causes excess environmental impact. Contractor must use a dust abatement system that limits the dust related to the cutting”***. Storm drains are on the street, not the sidewalk. The concrete cutting industry’s standard is to apply water to the blade to eliminate silica dust. SCPC’s practice of dry cutting goes against every standard and must be scrutinized at a minimum.

OSHA

Part Number: 1926

Part Number Title: Safety and Health regulations for Construction

Subpart Title: Toxic and Hazardous Substances

Part Title: Respirable Crystalline Silica

1926.1153 (c) (1) Table 1 (ii)

“Handheld power saws (any blade diameter): (the type of saw used on this contract)

***Use saw equipped with integrated water delivery system that continuously feeds water to the blade
Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions”***

The city’s specification provided by SCPC does not allow for the OSHA health standard for eliminating silica dust. In fact, it requires the opposite practice. Nor does the specification state that silica dust is limited to 50 micrograms per cubic meter, which is OSHA’s maximum allowed amount. The specification simply states, “Contractor must use a dust abatement system that limits the dust related to the cutting”. Exposure to silica dust can cause silicosis. This is a serious and sometimes fatal lung disease. Why would the city expose themselves to the liability of directly going against OSHA health and safety standards pertaining to this highly toxic dust?

BPR, Inc. requests the following relief:

Change the specification to require water application to the blade per OSHA standards. And/or allow for repairs to be made with a scarifier machine. (grinding) Osha allows for this method to be used without the application of water.

Respectfully,

Pat Rifley



President
BPR, Inc.
(805) 290-5548

EXHIBIT “E”

CITY’S RESPONSE LETTER

SEE ATTACHED



City of Carson

June 21, 2022

Via Electronic Mail

Patrick Rifley, President
BPR Inc.
461 Las Palomas Dr.
Port Hueneme, CA 93041
Email: pat@bpr1.com

Re: Bid Protest: City of Carson RFP 22-007 On-Call Services for Concrete Remediation ("RFP")

Dear Mr. Rifley:

This correspondence is in response to your bid protest dated May 6, 2022 ("Protest"), and received by the City of Carson ("City") via email on June 6, 2022, in connection with the above-referenced City project. The RFP calls for on-call services that include the remediation of concrete sidewalk trip hazards from 1/2" and up to 2" in pre-designated work areas within the City. Section 2613 of the City's Municipal Code permits submission of protests; however, your Protest is defective both procedurally and from a substantive point of view.

Procedural Defect:

Section 2613(e)(2) mandates that each protest "identify the procurement or project under protest by name, solicitation number, and submission date." While your Protest included most of the information required of Section 2613(e)(2), it did not include the submission date and therefore, was defective. Based thereon, City denies your Protest.

Also, Section 2613(d) requires that "protests shall be filed with the City Clerk in writing and hand delivered or sent by certified U.S. mail, return receipt requested." City's records show that you did not comply with either of the requisite delivery methods and based on this too, City denies your Protest.

Substantive Defect:

Even without any procedural defects, your arguments raised in the Protest are wholly without merit and therefore, are hereby rejected by City. In your Protest you state that the project scope and specifications are flawed by citing to the portion of the RFP which states “no water-cooling is allowed which creates slurry and contaminates storm drains and causes excessive environmental impact. Contractor must use a dust abatement system that limits the dust emitted from the cutting.” You assert that storm drains are located within streets, not sidewalks, and as a result, the RFP scope for sidewalk remediation mistakenly proscribes contamination of storm drains within streets. However, it is widely known that water used on sidewalks commonly drains onto streets, especially given the change in grade of the sidewalks designed exactly for such purpose, and that allowing water cooling leads to slurry contaminates traversing into the City's storm drain system (see enclosed City Sidewalk Standards). Based on this, clearly, the RFP scope is not flawed and in fact, was written exactly in accordance with industry specifications.

With regards to your assertion that the RFP specifications do “not allow for the OSHA health standard for eliminating silica dust” and that they do not “state that silica dust is limited to 50 micrograms per cubic meter, which is OSHA’s maximum allowed amount,” it is unclear to City what you intended by this statement other than perhaps to state that the RFP did not specifically prohibit violation of OSHA regulations and as a result, contractor need not comply with state laws. In the Protest, you state “[t]he specification simply states, ‘Contractor must use a dust abatement system that limits the dust related to the cutting.’” I hope and trust you understand that any City award of contract must be to a contractor who will perform the prescribed services without violating state laws and that it should not be necessary for City to call out each and every state law or regulation that must be complied with in its solicitations.

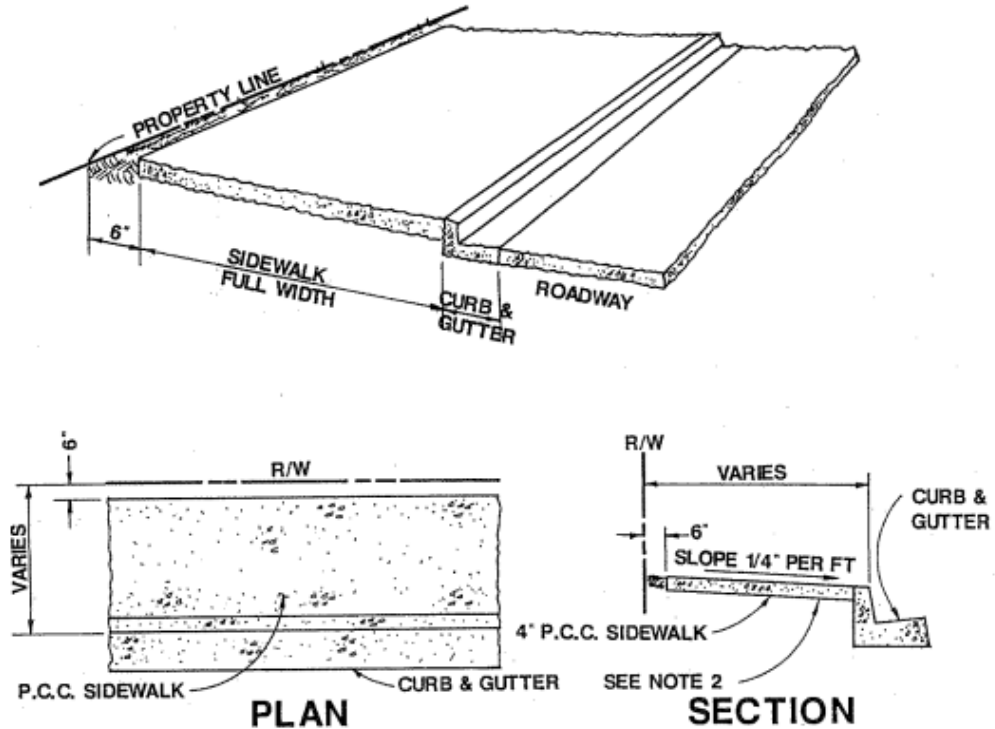
As you surely must know, the City Council intends to award the contract during tonight’s City Council meeting to Southern California Precision Concrete Inc. I ask that you be good neighbors and help City be good stewards of taxpayer monies by promptly withdrawing the Protest based on both the procedural and substantive defects set forth above.

Thank you,

A handwritten signature in blue ink, appearing to read 'Rita', with a stylized flourish at the end.

Rita McCullum, Purchasing Manager

Encl.



NOTES:

1. WEAKENED PLANE JOINTS TO BE 20' ON CENTER.
2. SEE STANDARD DRAWING NO.104 FOR BASE REQUIREMENTS UNDER SIDEWALK.

CITY OF CARSON

REVISIONS 	CASE 3 FULL WIDTH SIDEWALK		DRAWN BY <i>[Signature]</i> DATE APPROVED 2/2/87
	RECOMMENDED: <i>[Signature]</i> DIVISION ENGINEER		APPROVED: <i>[Signature]</i> DIRECTOR OF PUBLIC WORKS
			NO. 118