

CONTRACT

PROJECT NOS. 1393-2 & 1411-2

**AMENDED AND RESTATED AGREEMENT**

THIS AMENDED AND RESTATED AGREEMENT ("Agreement") is made and entered into by and between Owner, consisting of one or both of the following described public entities:

- [X ]      ■ The City of Carson, California  
[   ]      ■ Successor Agency

and Hardy & Harper, Inc., hereinafter called Contractor. This Agreement is intended to amend, restate, and supersede, in its entirety, the agreement for Project Nos. 1393-2 and 1411-2 entered into by and between Owner and Contractor effective August 15, 2019 (City Contract No. 19-059).

The Owner and the Contractor mutually agree as follows:

**ARTICLE I.**  
**THE PROJECT**

For and in consideration of the mutual promises set forth herein, Contractor agrees with Owner to perform and complete in good and workmanlike manner all work required by the Contract Documents for Owner's Project Nos. 1393-2 & 1411-2, which is described as follows:

Title:           **SEPULVEDA BOULEVARD REHABILITATION  
FROM FIGUEROA STREET TO MAIN STREET**

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

**ARTICLE II.**  
**CONTRACT SUM AND PAYMENT**

For performing and completing the work in accordance with the Contract Documents, Owner shall pay Contractor, in full compensation therefore, the contract sum set forth in the Bidding Schedule. Said sum shall constitute payment in full for all work performed hereunder, including, without limitation, all labor, materials, equipment, tools and services used or incorporated in the work, supervision, administration, overhead, expenses and any and all other things required, furnished or incurred for completion of the work as specified in the Contract Documents. Owner shall make payments to Contractor on account of the contract sum at the time, in the manner, and upon the conditions specified in the Contract Documents.

ARTICLE III.  
CONTRACT DOCUMENTS

The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are enumerated as follows: Proposal Documents, including the Notice Inviting Bids, Instructions to Bidders, Bidding Schedule, Bidder's Declaration, Designation of Subcontractors, Bidder's Assurance and Fair Employment Practices documents; this Agreement; Standard Specifications; Special Provisions; Technical Provisions; Drawings; Plans; and all addenda issued prior to and all modifications issued after the execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE IV.  
EFFECTIVE DATE

This Agreement shall become effective and commence as of the date set forth below on which the last of the parties, whether Owner or Contractor, executes said Agreement.

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

Attest:

OWNER

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

DONESIA L. GAUSE- ALDANA., MMC  
CITY CLERK

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

ALBERT ROBLES  
MAYOR

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

SEAL

APPROVED AS TO FORM:

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

City Attorney

Attest:

CONTRACTOR

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

Steve Kirschner

Print Name

Vice President

Title

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

Kristen Paulino

Print Name

Secretary

Title

\_\_\_\_\_  
Signature

5/26/20

Date

Signature

5/26/20

Date

**BID SCHEDULE "A"– (IFB 19-04) NON PLA****PROJECT NOS. 1393-2 & 1411-2****SEPULVEDA BOULEVARD REHABILITATION FROM FIGUEROA STREET TO MAIN STREET**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	Bonding, Insurance, and Mobilization / CARSON GENERAL CONDITIONS	1	LS	17,850.00	17,850.00
2	ALLOWANCE	1	LS	\$31,000.00	\$31,000.00
3	Full Width cold milling (4" thick)	189,000	SF	.52	98,280.00
4	Cold Milling 4" thickness for Dig-Out Base Areas AND Driveways removals within Private Properties	5,198	SF	2.80	14,554.40
5	Furnish and Install (2.5" thick) Asphalt Concrete (AC) Base / leveling Course Class B ½" PG 64-10	3,248	TON	80.00	259,840.00
6	Furnish and install (4"thick) AC Class B ½" PG 64-10 for Dig-Out Areas & Class C ½" PG 64-10 (4" thick) for Driveways Replacement within Private Properties.	143	TON	104.00	14,872.00
7	Furnish and Install (1.5" thick) Asphalt Rubber Hot Mix (ARHM) Finish Course Class C ½" PG64-16	1,949	TON	97.00	189,053.00
8	Replace traffic Loop detectors	14	EA	275.00	3,850.00
9	Traffic stripes, pavement markings & TOMS	1	LS	16,000.00	16,000.00
10	Adjust Manhole or Vault to grade	6	EA	1,000.00	6,000.00
11	Adjust Valve Cover or Utility box to grade	4	EA	1,000.00	4,000.00
12	Traffic Control	1	LS	39,000.00	39,000.00
13	Remove & Replace 8" PCC Pavement Section on Main St. S/O Gardena Blvd.	2,980	S.F.		
14	Remove & Replace Sidewalks -or construct new- including excavation and adding 4" CMB and adjusting Water meters, Pull Boxes, Traffic signal Boxes etc. to Grade	7,440	S.F.		
15	Remove and Re-construct Access Ramp including excavation and adding 4" CMB	12	EA	5,000.00	60,000.00
16	Remove & Replace Curb & Gutter (including driveway approaches if needed)	746.17 1,310	LF	70.00	52,232.00
17	Remove Driveway Approach and Replace and/or reconstruct new sidewalk including excavation and adding 4" Min.(CMB)	2,960	SF		
18	Tree Removal and disposal DSH up to 14" diameter	2	EA		
19	Tree Removal and disposal DSH 16" to 20" diameter	2	EA		
20	Re-setting Centerline Ties and Permanent Survey Markers	1	LS	12,128.60	12,128.60
21	[DELETABLE] PetroMat Removal and Disposal	189,000	SF	.06	11,340.00
<b>TOTAL BASE BID "A" AMOUNT:</b>		(Figures)	830,000.00		
		(Words)	Eight Hundred Thirty Thousand Dollars and Zero Cents		

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

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

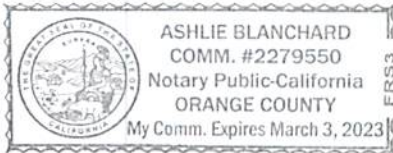
State of California )

County of Orange )On May 26, 2020 before me, Ashlie Blanchard, Notary Public,  
Date Here Insert Name and Title of the Officerpersonally appeared Steve Kirschner and Kristen Paulino  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Ashlie Blanchard  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

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

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_