



**INDIAN WELLS COUNTRY CLUB COMMUNITY  
FIRE ACCESS MAINTENANCE DISTRICT  
(FAMD) NO. 1**

**BOARD OF DIRECTORS SPECIAL MEETING  
Agenda for  
August 10, 2023  
10:00 A.M.**

This Meeting will be held In-Person at  
The City of Indian Wells  
City Council Chambers  
44950 El Dorado Drive  
Indian Wells, CA



**FAMD #1**  
**Fire Access Maintenance District**  
An Agency of the City of Indian Wells  
**Indian Wells Country Club Community**

**BOARD OF DIRECTORS 2022-2023**

<b>Director</b>	<b>Term Ends</b>
Name: Larry "Bear" Bonafide (Chair) Phone: (760) 345-8316 Email: larrybonafide@verizon.net	February 28, 2025
Name: Margaret "Marge" Barry (Vice Chair) Phone: (760) 772-0404 or (760) 219-3100 cell Email: iwmarge@gmail.com	February 28, 2026
Name: Charlie Jones (Secretary) Phone: (760) 200-0491 Email: COJ1939@gmail.com	February 28, 2025
Name: Tony Trocino (Director) Phone: (760) 610-1751 Email: trotony7@dc.rr.com	February 28, 2026
Name: Kurt Yeager (Director) Phone: (949) 632-6157 Email: eky@sbcglobal.net	February 28, 2025
Name: Dennis Coker (IWCC Rep) Phone: (760) 345-2561 Email: Dennis.Coker@clubcorp.com	Appointed (No Term)









# **FIRE ACCESS MAINTENANCE DISTRICT NO. 1 INDIAN WELLS COUNTRY CLUB COMMUNITY**

## **Board of Directors Special Meeting Agenda**

**August 10, 2023, at 10:00 A.M.**

**Board will Meet in the City Council Chamber of the  
City of Indian Wells at 44950 El Dorado Indian Wells CA**

### **1. CALL TO ORDER OF THE FAMD, ROLL CALL**

Chairman - Larry Bonafide  
Vice Chairman – Margaret “Marge” Barry  
Secretary – Charlie Jones  
Director - Tony Trocino  
Director – Kurt Yeager  
IWCC Representative – Dennis Coker

### **2. PLEDGE OF ALLEGIANCE**



### **3. APPROVAL of the FINAL AGENDA**

August 10, 2023

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### **4. PUBLIC COMMENTS**

*All persons wishing to address the FAMD Board should fill out a Blue Public Comment Request form in advance and hand it to the FAMD District Manager. At the appropriate time, please come forward to the podium and state your name for the record. Speakers are limited to three minutes. Parties are encouraged to submit their comments in writing with any attachments or exhibits they wish for the FAMD Board to review, preferably 24 hours prior to the meeting. Speakers can then use their three-minutes to summarize the key points of their comments. Please note that you may address the FAMD Board on an agenda item at the time it is discussed, but only after being recognized by the Chairman. Under the Brown Act, the FAMD Board should not take action on or discuss matters raised during the public comment portion of the agenda which are not listed on the agenda. FAMD Board Members may refer such matters to staff for information or to be placed on a subsequent agenda for consideration. Notwithstanding the foregoing, FAMD Board Members and staff may briefly respond to statements made or questions posed during public comment, if such responses do not constitute any deliberation.*

### **5. CONSENT CALENDAR**

*All matters listed on the Consent Calendar are routine and will be enacted by one vote. There will be no separate discussion of these items unless members of the FAMD Board or audience request that specific items be removed from the Consent Calendar for separate discussion and action. Financial matters will be indicated as budgeted or non-budgeted below.*

- a. Minutes; June 8, 2023
- b. Financials; June 2023

Page(s) 6-8  
Page(s) 9

### **6. SECURITY REPORT**

- a. July 2023 Security Report

Page(s)



**7. OLD BUSINESS - None**

**8. NEW BUSINESS**

- a. Review Proposals for the Priority 3 Road Rehabilitation Project

**9. FAMD DISTRICT MANAGERS REPORT**

**10. BOARD MEMBERS COMMENTS**

**11. ANNOUNCEMENTS**

Next Meeting October 12, 2023

**12. ADJOURNMENT**

**INDIAN WELLS COUNTRY CLUB COMMUNITY  
FIRE ACCESS MAINTENANCE DISTRICT NO. 1  
BOARD OF DIRECTORS OPEN MEETING**

**IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE SENIOR BUILDING INSPECTOR OR THE RISK MANAGER AT (760) 346-2489. A 48-HOUR NOTIFICATION PRIOR TO THE MEETING WILL ENABLE THE CITY TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCESSIBILITY TO THIS MEETING (128 CFR 35.102.35.104 ADA TITLE III).**

**AFFIDAVIT OF POSTING**

**I, Angelica Avila, certify that on August 7, 2023, I caused to be posted a notice of a FAMD #1 Board Meeting to be held on Thursday August 10, 2023, at 10:00 A.M., in person in the City Council Chamber's.**





**FAMD #1**  
**Fire Access Maintenance District**  
An Agency of the City of Indian Wells  
**Indian Wells Country Club Community**

**BOARD OF DIRECTORS MEETING MINUTES**

**June 8, 2023**

**1. CALL TO ORDER**

Chairman Bonafide called meeting to order at 10:00 A.M.

**ROLL CALL**

PRESENT: Chairman Larry Bonafide  
Vice Chair Margaret “Marge” Barry  
Director Kurt Yeager  
Director Tony Trocino  
IWCC Rep Dennis Coker

ABSENT: Secretary Charlie Jones

ALSO, PRESENT: District Manager (DM) Scott Matas (Desert Resort Management/ Associa),  
Ken Seumalo (City of Indian Wells, Public Works Director),  
Paul Stotesbury (Allied Universal, (DOS) Director of Security),  
Jennifer Aguilar (City of Indian Wells, Administrative Assistant)  
Mike Beverlin (CalFire, Division Chief – West Desert)  
Noah McCoy (Conserve Landcare, Account Manager)

**2. PLEDGE OF ALLEGIANCE**

**3. APPROVAL OF THE FINAL AGENDA**

*A motion was made by Director Tony Trocino and a 2<sup>nd</sup> by Vice Chair Marge Barry to approve the agenda for the June 8, 2023, FAMD board meeting. Motion carried 5/0.*

**4. PUBLIC COMMENTS – No Comments**

**5. CONSENT CALENDAR**

- a. Minutes; May 11, 2023
- b. Financials; May 2023

*A motion was made by Director Tony Trocino and a 2<sup>nd</sup> by Director Kurt Yeager to approve the Consent Calendar in whole. Motion carried 4/0*

**6. SECURITY REPORT**

- a. March 2023 Security Report  
DOS Stotesbury updated the Board of Directors and answered questions.

## **7. OLD BUSINESS**

### **a. IWCC Bridge Load Capacity Update**

The Board of Directors were updated by Chairman on a recent meeting with the IWCC, CalFire and the City regarding the load capacity of the bridge. The City Engineer and the IWCC agreed on a total weight limit of 36,000 lbs. The final report from the IWCC structural engineer is due by the end of July.

### **b. Front Entrance Landscaping – Rock and Plant Placement**

The Board of Directors discussed the finish work and were not satisfied. After discussing the issues, the board gave direction the community manager and the landscape account manager to design a small area with the rock and plants discussed.

*A motion was made by Director Kurt Yeager and a 2<sup>nd</sup> by Vice Chair Marge Barry to approve an amount not to exceed \$25,000.00 to landscape the Manitou entrance with pebble rock (matching the center medians, add/ change plants and construct a demonstration area to be approved before full landscaping is completed. Motion carried 5/0.*

## **8. NEW BUSINESS**

### **a. Manitou Water Fountain Filter System**

The Board of Directors reviewed the proposed to replace the failing filter system for the Manitou water fountain.

*A motion was made by Chairman Larry Bonafide and a 2<sup>nd</sup> by Director Tony Trocino to approve the proposal with Supreme Pool Service to replace the filter tank and main drains for an amount not to exceed \$3,362.00. The motion included directing the City of Indian Wells finance department to apply the cost to the CIP budget as a supplemental appropriation. Motion carried 5/0.*

### **b. Stucco Repairs at the Club Gate**

The Board of Directors reviewed the proposed to repair the stucco damage to the Club entrance and exit structure. The board was updated that a portion of the cost (\$1,000.00) will be paid by a vendor (Sun Terra) for the most recent damage.

*A motion was made by Director Vice Chair Marge Barry and a 2<sup>nd</sup> by Director Tony Trocino to approve the proposal with Associa on Call to repair the Club entrance and exit structure damage for amount not to exceed \$4,000.00. The motion included directing the City of Indian Wells finance department to apply the cost to the CIP budget as a supplemental appropriation. Motion carried 5/0.*

## **9. DISTRICT MANAGER REPORT**

District Manager gave an update on the LPR Cameras, RFP for Priority 3, LED Landscape Lighting, upgrades to camera system, bridge lighting and guardhouse remodel.

## **10. BOARD MEMBER COMMENTS**

Chairman Bonafide announced that his home was sold and has a lease back for a few months. He anticipates a special meeting in August to announce his resignation and encouraged the board to prepare for a reorganization of officers.

**11. ANNOUNCEMENTS**

The next regularly scheduled meeting of the Fire Access Maintenance District Board of Directors will be held at 10:00 A.M., on October 12, 2023, in person at the City of Indian Wells council chambers.

**12. ADJOURNMENT**

There being no more business, meeting was adjourned by Chair Bonafide at 11:07 A.M.

Respectfully Submitted, Scott Matas, District Manager

Attested to: \_\_\_\_\_ Date: \_\_\_\_\_  
*Charlie Jones, FAMD Secretary*



YEAR-TO-DATE BUDGET REPORT  
JUNE 2023 REVISED

FOR 2023 12

ACCOUNTS FOR:		ORIGINAL	REVISED	YTD	MTD	ENCUMBRANCES	AVAILABLE	PCT
209	F.A.M.D. #1	APPROP	BUDGET	ACTUAL	ACTUAL		BUDGET	USE/COL
2090000 F.A.M.D. #1								
2090000	411100	CYSecPrpTx	-349,470	-360,241.45	.00	.00	10,771.45	103.1%
2090000	411200	CYUnsPrpTx	-8,050	-8,766.01	.00	.00	716.01	108.9%
2090000	411300	PYPrpTx	-2,010	-1,963.06	.00	.00	-46.94	97.7%*
2090000	411400	RoLIPrpTx	-1,780	-5,202.24	.00	.00	3,422.24	292.3%
2090000	412100	PrpTx P&I	-470	.00	.00	.00	-470.00	.0%*
2090000	421100	Fire Acces	-1,200,000	-1,175,836.68	.00	.00	-24,163.32	98.0%*
2090000	431100	Const Pmt	-1,180	.00	.00	.00	-1,180.00	.0%*
2090000	451100	Invst Earn	-92,250	-55.00	.00	.00	-92,195.00	.1%*
2090000	461500	ProptxRelf	-1,640	-1,655.05	-248.25	.00	15.05	100.9%
2090000	486300	Misc Rev	-3,330	-2,963.36	-200.00	.00	-366.64	89.0%*
TOTAL F.A.M.D. #1		-1,660,180	-1,660,180	-1,556,682.85	-448.25	.00	-103,497.15	93.8%
2098601 F.A.M.D. Program								
2098601	531000	Prof Svcs	160,500	103,645.39	11,828.44	11,038.57	42,796.04	72.8%
2098601	533000	Contr Svcs	903,700	940,949.16	165,029.01	13,764.57	459.27	100.0%
2098601	542000	Utilities	19,900	32,378.07	5,461.26	.00	-1,478.07	104.8%*
2098601	544000	Bldg&GrMnt	100,600	92,557.82	22,566.96	11,932.38	3,229.80	97.0%
2098601	545000	Infrastruc	114,350	119,544.83	30,339.75	.00	2,455.17	98.0%
2098601	552000	Communicat	18,450	17,545.09	2,068.37	1,320.49	5,684.42	76.8%
2098601	561000	Office Exp	9,550	8,588.27	1,417.77	.00	961.73	89.9%
2098601	563000	Opr Matrls	1,600	1,477.53	136.50	-132.49	254.96	84.1%
2098601	565000	MinorEquip	2,650	.00	.00	.00	2,650.00	.0%
2098601	591600	IndrctCost	15,000	7,500.00	.00	.00	7,500.00	50.0%
TOTAL F.A.M.D. Program		1,346,300	1,426,623	1,324,186.16	238,848.06	37,923.52	64,513.32	95.5%
2099929 FAMD Capita								
2099929	673100	ConstContr	539,062	660,374.34	.00	25,000.10	20,686.56	97.1%
TOTAL FAMD Capital		539,062	706,061	660,374.34	.00	25,000.10	20,686.56	97.1%
TOTAL F.A.M.D. #1		225,182	472,504	427,877.65	238,399.81	62,923.62	-18,297.27	103.9%
TOTAL REVENUES		-1,660,180	-1,660,180	-1,556,682.85	-448.25	.00	-103,497.15	
TOTAL EXPENSES		1,885,362	2,132,684	1,984,560.50	238,848.06	62,923.62	85,199.88	
CHANGE IN FUND BAL - NET OF REVENUES/EXPENSES:		BEGINNING FUND BALANCE 7/1/2022 2,151,077.53						
ENDING FUND BALANCE 6/30/2023:		-427,877.65						
		1,723,199.88						

YEAR-TO-DATE BUDGET REPORT  
JULY 2023 (TENATIVE)

FOR 2024 01

ACCOUNTS FOR:		ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
209	F.A.M.D. #1							
2090000 F.A.M.D. #1								
2090000	411100	CYSecPrpTx	-325,000	.00	.00	.00	-325,000.00	.0%
2090000	411200	CYUnsPrpTx	-8,170	.00	.00	.00	-8,170.00	.0%
2090000	411300	PYPPrpTx	-2,050	.00	.00	.00	-2,050.00	.0%
2090000	411400	Ro11PrpTx	-1,850	.00	.00	.00	-1,850.00	.0%
2090000	421100	Fire Acces	-1,194,000	.00	.00	.00	-1,194,000.00	.0%
2090000	431100	Const Pmt	-1,080	.00	.00	.00	-1,080.00	.0%
2090000	451100	Invst Earn	-48,000	.00	.00	.00	-48,000.00	.0%
2090000	461500	ProptxRelf	-1,830	.00	.00	.00	-1,830.00	.0%
2090000	486300	Misc Rev	-3,450	.00	.00	.00	-3,450.00	.0%
TOTAL F.A.M.D. #1		-1,585,430	-1,585,430	.00	.00	.00	-1,585,430.00	.0%
2098601 F.A.M.D. Program								
2098601	531000	Prof Svcs	168,750	.00	.00	.00	168,750.00	.0%
2098601	533000	Contr Svcs	996,750	.00	.00	.00	1,096,371.00	.0%
2098601	542000	Utilities	32,950	.00	.00	29,000.00	3,950.00	88.0%
2098601	544000	Bldg&GrMnt	137,650	.00	.00	.00	137,650.00	.0%
2098601	545000	Infrastruc	130,000	.00	.00	.00	130,000.00	.0%
2098601	552000	Communicat	18,750	401.33	401.33	10,276.12	7,972.55	57.3%
2098601	561000	Office Exp	9,500	513.35	513.35	8,486.65	500.00	94.7%
2098601	563000	Opr Matrls	1,500	136.50	136.50	1,463.50	.00	100.0%
2098601	565000	MinorEquip	2,500	.00	.00	.00	2,500.00	.0%
2098601	591600	IndrctCost	15,000	.00	.00	.00	15,000.00	.0%
TOTAL F.A.M.D. Program		1,513,350	1,612,971	1,051.18	1,051.18	49,226.27	1,562,693.55	3.1%
2099929 FAMD Capital								
2099929	673100	ConstContr	0	.00	.00	.00	32,362.00	.0%
TOTAL FAMD Capital		0	32,362	.00	.00	.00	32,362.00	.0%
TOTAL F.A.M.D. #1		-72,080	59,903	1,051.18	1,051.18	49,226.27	9,625.55	83.9%
TOTAL REVENUES		-1,585,430	-1,585,430	.00	.00	.00	-1,585,430.00	
TOTAL EXPENSES		1,513,350	1,645,333	1,051.18	1,051.18	49,226.27	1,595,055.55	

PRIOR FUND BALANCE (TENATIVE) 7/1/2023 1,723,199.88\*  
CHANGE IN FUND BAL - NET OF REVENUES/EXPENSES -1,051.18  
ENDING FUND BALANCE (TENATIVE) 7/31/2023 1,722,148.70\*

\*SUBJECT TO CHANGE DUE TO FY 2022/23 YEAR END CLOSE.



# **FAMD #1**

## **INDIAN WELLS COUNTRY CLUB COMMUNITY**

### **SECURITY REPORT**

**Paul A. Stotesbury  
Site Security Director  
July, 2023**

**July 31, 2023 – Major dust/ wind/ lightning storm, several trees down and lightning strike on palm tree on Sioux, Fire Department responded and extinguished.**

#### **FIRE DEPARTMENT/ PARAMEDICS**

**RESPONSES -10**

**TRANSPORTS –3**

#### **RSO**

**ROUTINE PATROL – 9**

**CALLS FOR SERVICE – 10**

**OPEN GARAGE DOOR – 12**

**OPEN OTHER DOORS – 0**

**TRANSPONDERS SOLD – 38**

2023

Change Change



Stats for 2018

Event	Jan.	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Access Denied	0	0	0	0	0	0	0						0
Alarm Checks-Security	4	5	3	5	5	3	5						30
Animal Control on site	2	0	0	1	0	2	0						5
Animal Issues	0	0	2	2	0	2	0						6
Burglaries	0	0	0	0	0	0	0						0
Thefts	0	0	0	1	0	1	0						2
Garage Doors Open	39	54	60	18	13	19	12						215
A Shift up to 1400 hrs	0	1	4	13	2	2	3						25
B Shift up to 2200 hrs	38	47	50	5	11	16	9						176
C shift after 2200 hrs	1	6	6	0	0	1	0						14
Doors Open (Other)	0	1	0	0	0	0	0						1
Golf Cart Issues	0	0	0	0	0	0	0						0
Homeowner Assist/Welfare Check	3	3	1	2	0	3	1						13
Landscape/Light Issues	0	2	0	0	0	1	3						6
Medical Response / Fire Dept.	9	17	11	22	6	4	10						79
Noise Issues	1	0	2	8	1	3	0						15
Other - Domestic Issue	0	0	0	0	0	0	0						0
Parking Issues	1	0	0	0	0	1	0						2
Public Utility Issue	0	0	0	0	0	0	4						4
Process Servers	3	5	1	6	9	2	1						27
Property Issues/Damage	1	2	1	2	3	3	0						12
Realtor Issues	0	0	0	0	0	0	0						0
Sheriff on Site	18	13	15	12	18	10	19						105
Alarm Response/Call In	9	8	10	6	11	7	10						61
Routine Patrol	9	5	5	6	7	3	9						44
Suspicious Events	2	2	0	0	1	1	0						6
Traffic/Street Issues	0	0	0	1	2	0	0						3
Vandalism	0	0	0	1	0	0	0						1
Vendor Issues	0	0	0	0	0	0	0						0
Water Issues	2	1	4	2	12	5	18						44



## July, 2023

[illegible]

# **STAFF REPORT**

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**DATE:** August 10, 2023

**TO:** Honorable FAMD Board Members

**FROM:** FAMD District Manager

**SUBJECT: Priority 3 Road Rehabilitation Project – Award Contract**

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## **SUMMARY:**

On June 8, 2023, the request for proposals (RFP) for Priority Three (P3) Road Rehabilitation for the FAMD/ Indian Wells Country Club was released by the District Manager on PlanIT. On June 28, 2023, a non-mandatory walk of the project took place on site. Granite Construction and NPG Asphalt were present during the walk and questions for the project were answered by the District Manager.

As an option at Quail Run Lane and Dove Road to find solutions for the drainage problems were requested. An estimated cost to repair drains is \$40,000.00. Granite Construction provided a cost of \$60,000.00 and NPG would like a better scope of work to provide a cost.

The 2021 Pavement Management Plan was estimated to be \$782,203.60. Granite Construction submitted their bid on time at \$902,864.33 and in the bid an option for drainage repairs were line itemed at \$60,000.00. NPG Inc. submitted their bid on time at \$623,373.00 with no option on cost for the drainage.

The District Manager recommendation to the Board of Directors is to award the contract to NPG Inc. for \$623,373.00 plus a 15% contingency (\$95,505.95) to allow for change orders and drainage solutions. The total recommended award of \$716,878.95 to NPG is a savings to the FAMD #1 in the capital construction budget of \$190,627.12.

## **FISCAL IMPACT:**

\$716,878.95

## **RECOMMENDATIONS**

- Award the Priority Three (P3) Road Rehabilitation to NPG, Inc.
- Award the contract to NPG, Inc. for an amount not to exceed \$716,878.95 (\$623,373.00 plus a 15% contingency or \$95,505.95)
- Authorize the City of Indian Wells finance department to fund this project with the capital construction project budget. GL Acct# ending in 673100.





**FAMD #1**  
**Fire Access Maintenance District**  
An Agency of the City of Indian Wells  
**Indian Wells Country Club Community**

**FIRE ACCESS MAINTENANCE DISTRICT (FAMD) #1  
OF THE FAMD/CITY OF INDIAN WELLS, CALIFORNIA**

**CONTRACT DOCUMENTS AND SPECIFICATIONS FOR**  
**PRIORITY THREE (P3) ROAD REHABILITATION**  
**IN THE INDIAN WELLS COUNTRY CLUB**  
**(IWCC)**

**June 8, 2023**

**PROJECT NO. P3-05.2023**

**Engineer's Estimate: \$ 782,203.60**

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## **NOTICE INVITING BIDS**

### **PRIORITY TWO ROAD REHAB IN IWCC (PROJ. NO. P3-05.2023)**

NOTICE IS HEREBY GIVEN that the Fire Access Maintenance District #1 ("FAMD") invites and will receive electronic Bids up to but not later than **3:00 P.M., Friday, July 28, 2023** at the office of Desert Resort Management, located at 42-635 Melanie Place Ste. 103, Palm Desert, CA 92211, for the furnishing to FAMD of all labor, equipment, materials, tools, services, transportation, permits, utilities, and all other items necessary for the Priority Two Road Rehab in the Indian Wells Country Club (the "Project"). All bids will be addressed to the FAMD District Manager Scott Matas. Bids shall be valid for a period of 90 calendar days after the Bid opening date. As an agency of the FAMD/City of Indian Wells (FAMD/City) the FAMD will follow most of the public works bidding processes.

**The general scope of work to be performed hereunder consists of road rehabilitation.**

**Project Scope: Mill 2.5 inches from identified roadways and pave 3 inches of ½ inch Max Medium asphalt, adjust utilities, and reinstall traffic striping in kind.**

**Crack seal and seal coat identified roadways.**

Bids must be submitted on the FAMD/City's Bid Forms. Bidders may obtain a copy of the Contract Documents from PlanIT Reprographics at [www.planitplanroom.com](http://www.planitplanroom.com), 39350 Berkey Dr, Palm Desert, CA 92211, (760) 345-2500. To the extent required by section 20103.7 of the Public Contract Code, upon request from a Contractor Plan Room service the FAMD/FAMD/City shall provide an electronic copy of the Contract Documents at no charge to the Contractor Plan Room. In obtaining the Contract Documents bidders shall be responsible for any charges collected by PlanIT Reprographics or any other Contractor Plan Room service.

It is the responsibility of each prospective bidder to download and print all Bid Documents for review and to verify the completeness of Bid Documents before submitting a bid. Any Addenda will be posted on PlanIT Reprographics at [www.planitplanroom.com](http://www.planitplanroom.com). It is the responsibility of each prospective bidder to check PlanIT Reprographics at [www.planitplanroom.com](http://www.planitplanroom.com) on a daily basis through the close of bids for any applicable addenda or updates. The FAMD/City does not assume any liability or responsibility based on any defective or incomplete copying, excerpting, scanning, faxing, downloading or printing of the Bid Documents. Information on [www.planitplanroom.com](http://www.planitplanroom.com) may change without notice to prospective bidders. The Contract Documents shall supersede any information posted or transmitted by PlanIT Reprographics at [www.planitplanroom.com](http://www.planitplanroom.com).

Each Bid shall be accompanied by cash, a certified or cashier's check, or Bid Bond secured from a surety company satisfactory to the FAMD/City, the amount of which shall not be less than ten percent (10%) of the submitted Total Bid Price, made payable to FAMD/City of Indian Wells as bid security. The bid security shall be provided as a guarantee that within five (5) working days after the FAMD/City provides the successful bidder the Notice of Award, the successful Bidder will enter into a contract and provide the necessary bonds and certificates of insurance. The bid security will be declared forfeited if the successful Bidder fails to comply within said time. No interest will be paid on funds deposited with FAMD/City.

A **NON-MANDATORY Pre-Bid Conference and walk** is scheduled for **8:30 A.M., Thursday, June 29, 2023**, in the Indian Wells Country Club, meet point will be at **Club Dr and Sandpiper Drive**. Prospective bidders shall provide their own transportation to the Project Site. Representatives of the FAMD/City and consulting engineers, if any, will be present. Questions asked by Bidders at the Pre-Bid Conference not specifically addressed within the Contract Documents shall be answered by issuance of Addenda and shall be sent to all Prospective bidders whom have obtained the Bid Documents as described herein.

The successful Bidder will be required to furnish a Faithful Performance Bond and a Labor and Material Payment Bond each in an amount equal to one hundred percent (100%) of the Contract Price. Each bond shall be in the forms set forth herein, shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120, and that is a California admitted surety insurer.

Pursuant to Section 22300 of the Public Contract Code of the State of California, the successful Bidder may substitute certain securities for funds withheld by FAMD/City to ensure its performance under the contract.

If the total compensation under the Contract will exceed \$25,000 and pursuant to Labor Code Section 1773, the FAMD/City will obtain the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in Riverside County from the Director of the Department of Industrial Relations for each craft, classification, or type of worker needed to execute this Contract. A copy of these prevailing wage rates may be obtained via the internet at: [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/).

In addition, a copy of the prevailing rate of per diem wages will be made available at the FAMD/City's Public Works Department upon request. The successful bidder shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the Bidder to whom the Contract is awarded, and upon any subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the Contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

If the total compensation under the Contract will exceed \$25,000 and pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a Contract to perform public work must be registered with the Department of Industrial Relations. No Bid will be accepted nor any Contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this Project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its Bid.

Unless otherwise provided in the Instructions for Bidders, each Bidder shall be a licensed contractor pursuant to sections 7000 et seq. of the Business and Professions Code in the following classification(s) throughout the time it submits its Bid and for the duration of the contract: Class

"B" or a Class "A" Contractor's License or a combination of Specialty Class "C" licenses sufficient to cover all of the work to be performed by the prime Contractor.

Substitution requests shall be made within 35 calendar days after the award of the contract. Pursuant to Public Contract Code Section 3400(b), the FAMD/City may make findings designating that certain additional materials, methods or services by specific brand or trade name other than those listed in the Standard Specifications be used for the Project. Such findings, if any, as well as the materials, methods or services and their specific brand or trade names that must be used for the Project may be found in the Special Conditions.

FAMD/City shall award the contract for the Project to the lowest responsive, responsible Bidder as determined by the FAMD/City from the BASE BID ALONE. FAMD/City reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

For further information, contact Mr. Scott Matas, District Manager, at [smatas@drmineternet.com](mailto:smatas@drmineternet.com) or (760) 200-7428.

**END OF NOTICE INVITING BIDS**

## **00 21 13 – INSTRUCTIONS TO BIDDERS**

### **ARTICLE 1. SECURING DOCUMENTS**

Bids must be submitted to the FAMD on the Bid Forms which are a part of the Bid Package for the Project. Bid and Contract Documents may be obtained from PlanIT Reprographics at [www.planitplanroom.com](http://www.planitplanroom.com). Prospective bidders are encouraged to telephone in advance to determine the availability of Contract Documents. In obtaining the Contract Documents bidders shall be responsible for any charges collected by PlanIT Reprographics or any other Contractor Plan Room service.

The FAMD/FAMD/City may also make the Contract Documents available for review at one or more plan rooms, as indicated in the Notice Inviting Bids. Please Note: Prospective Bidders who choose to review the Contract Documents at a plan room must contact the FAMD/City to obtain the required Contract Documents if they decide to submit a bid for the Project.

Any Addenda will be posted on PlanIT Reprographics at [www.planitplanroom.com](http://www.planitplanroom.com). Failure to acknowledge addenda may make a bid nonresponsive and not eligible for award of the contract.

### **ARTICLE 2. EXAMINATION OF SITE AND CONTRACT DOCUMENTS**

At its own expense and prior to submitting its Bid, each Bidder shall visit the site of the proposed work and fully acquaint itself with the conditions relating to the construction and labor required so that the Bidder may fully understand the work, including but not limited to difficulties and restrictions attending the execution of the work under the contract. Each Bidder shall carefully examine the Drawings, and shall read the Specifications, Contract, and all other documents referenced herein. Each Bidder shall also determine the local conditions which may in any way affect the performance of the work, including local tax structure, contractors' licensing requirements, availability of required insurance, the prevailing wages and other relevant cost factors, shall familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work, and shall make such surveys and investigations, including investigations of subsurface or latent physical conditions at the site or where work is to be performed as may be required. Bidders are responsible for consulting the standards referenced in the Contract. The failure or omission of any Bidder to receive or examine any contract documents, forms, instruments, addenda, or other documents, or to visit the site and acquaint itself with conditions there existing shall in no way relieve any Bidder from any obligation with respect to its Bid or to the contract and no relief for error or omission will be given except as required under State law. The submission of a Bid shall be taken as conclusive evidence of compliance with this Article.

### **ARTICLE 3. INTERPRETATION OF DRAWINGS AND DOCUMENTS**

Prospective Bidders unclear as to the true meaning of any part of the Drawings, Specifications or other proposed contract documents may submit to the District Manager of the FAMD a written request for interpretation. The prospective Bidder submitting the request is responsible for prompt delivery. Interpretation of the Drawings, Specifications or other proposed contract documents will be made only by a written addendum duly issued and a copy of such addenda will be mailed or delivered to each prospective Bidder who has purchased a set of Drawings and Specifications. The FAMD/City will not be responsible for any other explanation or interpretations of the proposed documents. If a Prospective Bidders becomes aware of any errors or omissions in any part of the Contract Documents, it is the obligation of the Prospective Bidder to promptly bring it to the

attention of the FAMDCity.

#### **ARTICLE 4. ADDENDA**

The FAMDCity reserves the right to revise the Contract Documents prior to the Bid opening date. Revisions, if any, shall be made by written Addenda. All Addenda issued by the FAMDCity shall be included in the Bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the FAMDCity issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of Bids, the FAMDCity will extend the deadline for submission of Bids. The FAMDCity may determine, in its sole discretion, whether an Addendum warrants postponement of the Bid submission date. Each prospective Bidder shall provide FAMDCity a name, address, email address, and facsimile number to which Addenda may be sent, as well as a telephone number by which the FAMDCity can contact the Bidder. Copies of Addenda will be furnished by email, facsimile, first class mail, express mail or other proper means of delivery without charge to all parties who have obtained a copy of the Contract Documents and provided such current information. Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each Bidder should contact the FAMDCity District Manager to verify that it has received all Addenda issued, if any, prior to the Bid opening. The Bidder shall indicate the Addenda received prior to bidding in the space provided in the Bid Form. Failure to indicate all Addenda may be sufficient cause for rejecting the Bid.

#### **ARTICLE 5. ALTERNATE BIDS**

If alternate bid items are called for in the Contract Documents, the time required for completion of the alternate bid items has already been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate bid items. The FAMDCity may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work. Accordingly, each bidder must ensure that each bid item contains a proportionate share of profit, overhead, and other costs or expenses which will be incurred by the bidder.

#### **ARTICLE 6. COMPLETION OF BID FORMS**

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents. The use of substitute Bid Forms other than clear and correct photocopies of those provided by the FAMDCity will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable), and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. USE OF BLACK OR BLUE INK, INDELIBLE PENCIL, OR A TYPEWRITER IS REQUIRED. Deviations in the Bid Forms may result in the Bid being deemed non-responsive.

#### **ARTICLE 7. MODIFICATIONS OF BIDS**

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall not delete, modify, or supplement the printed matter on the Bid Forms, or make substitutions thereon. Oral, telephonic and electronic modifications will not be considered.



## **ARTICLE 8. SUBCONTRACTORS**

Bidder shall set forth the name, address of the place of business, and contractor license number of each subcontractor who will perform work, labor, furnish materials or render services to the bidder on said contract and each subcontractor licensed by the State of California who, under subcontract to bidder, specially fabricates and installs a portion of the Work described in the Drawings and Specifications in an amount in excess of one half of one percent (0.5%) of the total bid price, and shall indicate the portion of the work to be done by such subcontractor in accordance with Public Contract Code Section 4104.

## **ARTICLE 9. LICENSING REQUIREMENTS**

Pursuant to Business and Professions Code Section 7028.15 and Public Contract Code Section 3300, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Business and Professions Code Section 7028.5, the FAMD/FAMD/City shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the FAMD/FAMD/City shall reject the Bid. The FAMD/FAMD/City shall have the right to request, and Bidders shall provide within ten (10) calendar days, evidence satisfactory to the FAMD/FAMD/City of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract.

Notwithstanding anything contained herein, if the Work involves federal funds, the Contractor shall be properly licensed by the time the Contract is awarded, pursuant to the provisions of Public Contract Code section 20103.5.

## **ARTICLE 10. BID GUARANTEE (BOND)**

Each bid shall be accompanied by: (a) cash; (b) a certified or cashier's check made payable to FAMD/City of Indian Wells; or (c) a Bid Bond secured from a surety company satisfactory to the FAMD/City, the amount of which shall not be less than ten percent (10%) of the Total Bid Price, made payable to FAMD/City of Indian Wells as bid security. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The bid security shall be provided as a guarantee that within ten (10) working days after the FAMD/FAMD/City provides the successful bidder the Notice of Award, the successful bidder will enter into a contract and provide the necessary bonds and certificates of insurance. The bid security will be declared forfeited if the successful bidder fails to comply within said time, and FAMD/City may enter into a contract with the next lowest responsive responsible bidder or may call for new bids. No interest shall be paid on funds deposited with the FAMD/City. FAMD/City will return the security accompanying the bids of all unsuccessful bidders no later than 60 calendar days after award of the contract.

## **ARTICLE 11. IRAN CONTRACTING ACT OF 2010**

In accordance with Public Contract Code Section 2200 *et seq.*, the FAMD/City requires that any person that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the FAMD/City with respect to goods or services of one million dollars (\$1,000,000) or more, certify at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section

2202.5, as applicable.

The form of such Iran Contracting Certificate is included with the bid package and must be signed and dated under penalty of perjury.

#### **ARTICLE 12. NONCOLLUSION DECLARATION**

Bidders on all public works contracts are required to submit a declaration of noncollusion with their bid. This form is included with the bid package and must be signed and dated under penalty of perjury.

#### **ARTICLE 13. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors form.

#### **ARTICLE 14. BIDDER INFORMATION AND EXPERIENCE FORM**

Each Bidder shall complete the questionnaire provided herein and shall submit the questionnaire along with its Bid. Failure to provide all information requested within the questionnaire along with the Bid may cause the bid to be rejected as non-responsive. The FAMD/City reserves the right to reject any Bid if an investigation of the information submitted does not satisfy the Engineer that the Bidder is qualified to properly carry out the terms of the contract.

#### **ARTICLE 15. WORKERS' COMPENSATION CERTIFICATION**

In accordance with the provisions of Labor Code Section 3700, Contractor shall secure the payment of compensation to its employees. Contractor shall sign and file with the FAMD/City the following certificate prior to performing the work under this Contract:

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

The form of such Workers' Compensation Certificate is included as part of this document.

#### **ARTICLE 16. SIGNING OF BIDS**

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors

or a Power of Attorney evidencing the capability of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

#### **ARTICLE 17. SUBMISSION OF SEALED BIDS**

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be placed, along with the Bid Guarantee and other required materials, in a sealed envelope, addressed and delivered or mailed, postage prepaid, to the FAMD District Manager before the time and day set for the receipt of bids. The envelope shall bear the title of the work and the name of the bidder. No oral or telephonic bids will be considered. No forms transmitted via the internet, e-mail, facsimile, or any other electronic means will be considered unless specifically authorized by the FAMD/City as provided herein. Bids received after the time and day set for the receipt of bids shall be returned to the bidder unopened. The envelope shall also contain the following in the lower left-hand corner thereof:

**Bid of \_\_\_\_\_ (Bidder's Name)**  
**for the Priority Two Road Rehab (Proj No. P3-05.2023)**

Only where expressly permitted in the Notice Inviting Bids may bidders submit their bids via electronic transmission pursuant to Public Contract Code sections 1600 and 1601. Any acceptable method(s) of electronic transmission shall be stated in the Notice Inviting Bids. FAMD/City may reject any bid not strictly complying with FAMD/City's designated methods for delivery.

#### **ARTICLE 18. OPENING OF BIDS**

At the time and place set for the opening and reading of bids, or any time thereafter, each and every bid received prior to the time and day set for the receipt of bids will be publicly opened and read. The FAMD/City will leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to the bidder. It is the bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the date(s) and time(s) indicated.

The public reading of each bid will include the following information:

- A. The name and business location of the bidder.
- B. The nature and amount of the bid security furnished by bidder.
- C. The bid amount.

Bidders or their representatives and other interested persons may be present at the opening of the bids. The FAMD/City may, in its sole discretion, elect to postpone the opening of the submitted Bids. The FAMD/City reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid.

#### **ARTICLE 19. WITHDRAWAL OF BID**

Any bid may be withdrawn either personally or by written request, incurring no penalty, at any time prior to the scheduled closing time for receipt of bids. Requests to withdraw bids shall be worded so as not to reveal the amount of the original bid. Withdrawn bids may be resubmitted until the time and day set for the receipt of bids, provided that resubmitted bids are in conformance with the instructions herein.

Bids may be withdrawn after bid opening only by providing written notice to FAMD/City within five (5) working days of the bid opening and in compliance with Public Contract Code Section 5100 *et seq.*, or as otherwise may be allowed with the consent of the FAMD/City.

#### **ARTICLE 20. BIDDERS INTERESTED IN MORE THAN ONE BID**

No Bidder shall be allowed to make, file or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders. No person, firm, corporation, or other entity may submit a sub-proposal to a Bidder, or quote prices of materials to a Bidder, when also submitting a prime Bid on the same Project.

#### **ARTICLE 21. SUBSTITUTION OF SECURITY**

The Contract Documents call for monthly progress payments based upon the percentage of the Work completed. The FAMD/City will retain a percentage of each progress payment as provided by the Contract Documents. At the request and expense of the successful Bidder, the FAMD/City will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

#### **ARTICLE 22. PREVAILING WAGES**

If the total compensation under the Contract will exceed \$25,000, the FAMD/City will obtain from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates are available at the Public Works Department of the FAMD/City upon request or may be obtained online at <http://www.dir.ca.gov>. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

#### **ARTICLE 23. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS**

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code Sections 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred

subcontractor by the Contractor for the Project shall be returned to the FAMDCity. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

#### **ARTICLE 24. INSURANCE REQUIREMENTS**

Prior to commencing work, the successful bidder shall purchase and maintain insurance as set forth in the General Conditions.

#### **ARTICLE 25. PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS**

The successful bidder will be required to furnish a Labor and Material Payment Bond and a Faithful Performance Bond each in an amount equal to one hundred percent (100%) of the contract price. Each bond shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120 and is admitted by the State of California. Each bond shall be accompanied, upon the request of FAMDCity, with all documents required by California Code of Civil Procedure Section 995.660 to the extent required by law. All bonding and insurance requirements shall be completed and submitted to FAMDCity within ten (10) working days from the date the FAMDCity provides the successful bidder with the Notice of Award.

#### **ARTICLE 26. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES**

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the Work will be located, unless otherwise expressly provided by the Contract Documents.

#### **ARTICLE 27. PERMIT AND INSPECTION FEE ALLOWANCE**

Notwithstanding anything contained herein, the Bid Form may contain an allowance for the Contractor's cost of acquiring traffic control permits and for construction inspection fees that may be charged to the Contractor by the Agency of Jurisdiction. The allowance may be included within the Bid Form to eliminate the need by bidders to research or estimate the costs of traffic control permits and construction inspection fees prior to submitting a bid. The allowance is specifically intended to account for the costs of traffic control permits and construction inspection fees charged by the local Agency of Jurisdiction only. No other costs payable by Contractor to the Agency of Jurisdiction are included within the allowance. If the Bid Form does not contain an allowance for the aforementioned items including but not limited to permits and licenses, payment shall be included in all the items of work, and no additional compensation shall be allowed.

#### **ARTICLE 28. FILING OF BID PROTESTS**

Bidders may file a "protest" of a Bid with the FAMDCity's Public Works Director. In order for a Bidder's protest to be considered valid, the protest must:

- A. Be filed in writing within five (5) calendar days after the bid opening date;
- B. Clearly identify the specific irregularity or accusation;

- C. Clearly identify the specific FAMD/City staff determination or recommendation being protested;
- D. Specify in detail the grounds for protest and the facts supporting the protest; and
- E. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, the FAMD/City may reject the protest without further review.

If the protest is timely and complies with the above requirements, the FAMD District Manager, or other designated FAMD/City staff member, shall review the protest, any response from the challenged Bidder(s), and all other relevant information. The FAMD District Manager will provide a written decision to the protestor.

The procedure and time limits set forth in this Article are mandatory and are the sole and exclusive remedy in the event of a Bid protest. Failure to comply with these procedures shall constitute a failure to exhaust administrative remedies and a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.

#### **ARTICLE 29. BASIS OF AWARD; BALANCED BID**

The FAMD/FAMD/City shall award the Contract to the lowest responsible Bidder submitting a responsive Bid. The lowest Bid will be determined on the basis of the Total Bid Price.

The FAMD/City may reject any Bid which, in its opinion when compared to other Bids received or to the FAMD/City's internal estimates, does not accurately reflect the cost to perform the Work. The FAMD/FAMD/City may reject as non-responsive any Bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

#### **ARTICLE 30. AWARD PROCESS**

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the FAMD/City may award the contract. The apparent successful Bidder should begin to prepare the following documents: (1) the Performance Bond; (2) the Payment Bond; and (3) the required insurance certificates and endorsements. Once the FAMD/City notifies the Bidder of the award, the Bidder will have ten (10) working days from the date of this notification to execute the Contract and supply the FAMD/City with all of the required documents and certifications. Regardless of whether the Bidder supplies the required documents and certifications in a timely manner, the Contract time will begin to run twenty (20) working days from the date of the notification. Once the FAMD/City receives all of the properly drafted and executed documents and certifications from the Bidder, the FAMD/City shall issue a Notice to Proceed to that Bidder.

#### **ARTICLE 31. EXECUTION OF CONTRACT**

As required herein the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. The FAMD/City may require appropriate evidence that the persons executing the Contract are duly empowered to do so. The Contract and bond forms to be executed by the successful Bidder are included within these Specifications and shall not be detached.

## **ARTICLE 32. QUESTIONS**

Questions regarding this Notice Inviting Bids may be directed to Mr. Scott Matas, District Manager, at [smatas@drmineternet.com](mailto:smatas@drmineternet.com) or (760) 200-7428. No other members of the FAMD/City's staff or governing body should be contacted about this procurement during the bidding process. Any and all inquiries and comments regarding this Bid must be communicated in writing, unless otherwise instructed by the FAMD/City. The FAMD/City may, in its sole discretion, disqualify any Bidder who engages in any prohibited communications.

## 00 41 43 – BID FORMS

### 1.1 Bid.

Bids will be received at the Desert Resort Management, 42-635 Melanie Place Ste. 103, Palm Desert, CA 92211, until 3:00 P.M., Friday, July 28, 2022.

**NAME OF BIDDER:** \_\_\_\_\_

Fire Access Maintenance District #1  
Attn: District Manager Scott Matas  
42-635 Melanie Place, Ste 103  
Palm Desert, CA 92211

The undersigned hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any for the following Project:

#### **Priority Two Road Rehab (Proj. No. P3-05.2023)**

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project, as described and in strict conformity with the Drawings, and these Specifications for TOTAL BID PRICE indicated herein.

The undersigned acknowledges receipt, understanding, and full consideration of the following addenda to the Contract Documents:

Addenda No. \_\_\_\_\_

1. Attached is the required Bid Guarantee in the amount of not less than 10% of the Total Bid Price.
2. Attached is the completed Designation of Subcontractors form.
3. Attached is the fully executed Noncollusion Declaration form.
4. Attached is the completed Iran Contracting Act Certification form.
5. Attached is the completed Public Works Contractor Registration Certification form.
6. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.
7. Attached is the completed Bidder Information and Experience form.



**A. BID SCHEDULE**

<b>NO.</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT OF MEASURE</b>	<b>EST. QTY.</b>	<b>UNIT PRICE</b>	<b>ITEM COST</b>
1.	Mobilization	LS	1		
2.	Storm Water Pollution Prevention Plan (SWPPP) <b>(S)</b>	LS	1		
3.	Fugitive Dust Control	LS	1		
4.	Construction Survey and Staking – if necessary	LS	1		
5.	Sandpiper Drive (Club Dr. to Pueblo Rd)	SF	See Exhibit "B"		
6.	Sandpiper Drive (Club Dr. to Pueblo Rd Lateral Parking)				
7.	Delgado Drive (Sandpiper to Sandpiper)				
8.	Teton Lane				
9.	Shasta Lane				
10.	Cayuga				
11.	Pueblo Road (Sandpiper to Roadrunner)				
12.	Roadrunner Drive (includes parking and driveways)				

NO.	ITEM DESCRIPTION	UNIT OF MEA SURE	EST. QTY.	UNIT PRICE	ITEM COST
13.	Pawnee Road				
14.	Club Drive (Exit to Iroquois)				
15.	Iroquois Dr. (Club Dr. to Club Terrace)				
16.	Club Terrace				
17.	Desi Drive				
18.	Desi Drive Loop				
19.	Lou Circle				
20.	Iroquois Dr. (Club Terrace to Delgado)				
21.	Iroquois Dr. (Delgado to Manitou)				
22.	Manitou Drive (Bridge South) and Sioux Drive				
23.	Sacatan Circle				
24.	Blackhawk Drive				
25.	War Bonnet Circle				

See Exhibit "B"

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST
26.	Medicine Box Circle		See Exhibit "B"		
27.	Pappago Circle				
28.	Quail Run Drive (Bridge South to Seminole)				
29.	Quail Run Drive (Seminole to Cottonwood)				
30.	Cottonwood Cove				
31.	Seminole Road				
32.	Cherokee Road (Quail Run to Cul-de-Sac)				
33.	Cherokee Road (Dead End)				
34.	Dove Road (Dead End)				
35.	Dove Road (end-to-end)				
36.	Repairs to Dove and Quail Run Drainage – add drains to Dove dead end				
Total Bid Amount in Numbers: (Based upon estimated quantities of Items 1 Through 36)					

LF = Linear Feet

LS = Lump Sum

CY = Cubic Yard

SF = Square Foot

**EA = Each**  
**A = Allowance**  
**(F) = Final Pay Item**  
**(S) = Specialty Item**

The costs for any Work shown or required in the Contract Documents, but not specifically identified as a line item are to be included in the related line items and no additional compensation shall be due to Contractor for the performance of the Work.

In case of discrepancy between the Unit Price and the Item Cost set forth for a unit basis item, the unit price shall prevail and shall be utilized as the basis for determining the lowest responsive, responsible Bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the Unit Price.

For purposes of evaluating Bids, the FAMD/FAMD/City will correct any apparent errors in the extension of unit prices and any apparent errors in the addition of lump sum and extended prices.

The estimated quantities for Unit Price items are for purposes of comparing Bids only and the FAMD/FAMD/City makes no representation that the actual quantities of work performed will not vary from the estimates. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the Unit Price, except for items designated as Final Pay (F).

**B. TOTAL BID PRICE:**

TOTAL BID PRICE BASED ON BID SCHEDULE TOTAL OF UNIT PRICES FOR Priority Two Road Rehab (Proj. No. P3-05.2023)	
\$ _____	Total Bid Price in Numbers
\$ _____	Total Bid Price in Written Form
In case of discrepancy between the written price and the numerical price, the written price shall prevail.	

The undersigned agrees that this Bid Form constitutes a firm offer to the FAMD/City which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the Bid opening, or until a Contract for the Work is fully executed by the FAMD/City and a third party, whichever is earlier.

The successful bidder hereby agrees to sign the contract and furnish the necessary bonds and certificates of insurance within ten (10) working days after the FAMD/FAMD/City provides the successful bidder with the Notice of Award.

Upon receipt of the signed contract and other required documents, the contract will be executed by the FAMD/City, after which the FAMD/City will prepare a letter giving Contractor Notice to Proceed. The official starting date shall be the date of the Notice to Proceed, unless otherwise specified. The undersigned agrees to begin the Work within ten (10) working days of the date of the Notice to Proceed, unless otherwise specified.

The undersigned has examined the location of the proposed work and is familiar with the Drawings and Specifications and the local conditions at the place where work is to be done.

If awarded the contract, the undersigned agrees that there shall be paid by the undersigned and by all subcontractors to all laborers, workers and mechanics employed in the execution of such contract no less than the prevailing wage rate within Riverside County for each craft, classification, or type of worker needed to complete the Work contemplated by this contract as established by the Director of the Department of Industrial Relations. A copy of the prevailing rate of per diem wages are on file at the FAMD/City's Administration Office and shall be made available to interested parties upon request.

Enclosed find cash, bidder's bond, or cashier's or certified check No. \_\_\_\_\_ from the \_\_\_\_\_ Bank in the amount of \_\_\_\_\_, which is not less than ten percent (10%) of this bid, payable to FAMD/City of Indian Wells as bid security and which is given as a guarantee that the undersigned will enter into a contract and provide the necessary bonds and certificates of insurance if awarded the Work.

The bidder furthermore agrees that in case of bidder's default in executing said contract and furnishing required bonds and certificates of insurance, the cash, bidder's bond, or cashier's or certified check accompanying this proposal and the money payable thereon shall become and shall remain the property of the FAMD/City of Indian Wells.

Bidder is an individual \_\_\_\_\_, or corporation \_\_\_\_\_, or partnership \_\_\_\_\_, organized under the laws of the State of \_\_\_\_\_.

Bidder confirms license(s) required by California State Contractor's License Law for the performance of the subject project are in full effect and proper order. The following are the Bidder's applicable license number(s), with their expiration date(s) and class of license(s):

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If the Bidder is a joint venture, each member of the joint venture must include the required licensing information.

Sureties that will furnish the Faithful Performance Bond and the Labor and Material Payment Bond, in the form specified herein, in an amount equal to one hundred percent (100%) of the contract price within ten (10) working days from the date the FAMD/City provides the successful bidder the Notice of Award. Sureties must meet all of the State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120 and must be authorized by the State of California.

The insurance company or companies to provide the insurance required in the contract documents must have a Financial Strength Rating of not less than "A-" and a Financial Size Category of not less than "Class VII" according to the latest Best Key Rating Guide. At the sole discretion of the FAMD/City, the FAMD/City may waive the Financial Strength Rating and the Financial Size Category classifications for Workers' Compensation insurance.

(signatures continued on next page)

I hereby certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Executed at \_\_\_\_\_, on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

(Bidders Name – Print or Type)

\_\_\_\_\_  
(Name and Title)

(Corporate Seal)

\_\_\_\_\_  
(Signature)

Names of individual members of firm or names and titles of all officers of corporation and their addresses are listed below:

Name \_\_\_\_\_ Title \_\_\_\_\_

Complete Address \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Complete Address \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Complete Address \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Complete Address \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_

1.2 Bid Bond

**[Note: Not required when other form of Bidder's Security, e.g. cash, certified check or cashier's check, accompanies bid.]**

The makers of this bond are, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety and are held and firmly bound unto the FAMD/City of Indian Wells, hereinafter called the FAMD/City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to FAMD/City for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated \_\_\_\_\_, 20\_\_\_\_, for Desilting Basins Nos. 4 and 4A (Proj. No. 96-09).

If the Principal does not withdraw its Bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the FAMD/City as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the FAMD/City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the FAMD/City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

By their signatures hereunder, Surety and Principal hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporation.

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

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

(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_



## Notary Acknowledgment

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 \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

Name(s) of Signer(s)

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 of Notary Public

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPAFAMD/CITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual  
☐ Corporate Officer

\_\_\_\_\_  
Title(s)

\_\_\_\_\_  
Title or Type of Document

- ☐ Partner(s)      ☐ Limited  
                                 ☐ General

\_\_\_\_\_  
Number of Pages

- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:

\_\_\_\_\_  
Date of Document

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

## Notary Acknowledgment

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 \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, 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 capaFAMD/City(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 of Notary Public

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPAFAMD/CITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual  
☐ Corporate Officer

\_\_\_\_\_  
Title(s)

- ☐ Partner(s)      ☐ Limited  
                                 ☐ General

- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

**END OF BID BOND**

### 1.3 List of Subcontractors

In compliance with the Subletting and Subcontracting Fair Practices Act Chapter 4 (commencing at Section 4100), Part 1, Division 2 of the Public Contract Code of the State of California and any amendments thereof, Bidder shall set forth below: (a) the name and the location of the place of business, (b) the California contractor license number, (c) the DIR public works contractor registration number unless exempt pursuant to Labor Code Sections 1725.5 and 1771.1, and (d) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement to be performed under this Contract in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If a Bidder fails to specify a subcontractor or if a contractor specifies more than one subcontractor for the same portion of work, then the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of work and that it shall perform that portion itself.

<b>Work to be done by Subcontractor</b>	<b>Name of Subcontractor</b>	<b>Location of Business</b>	<b>CSLB Contractor License No.</b>	<b>DIR Registration Number</b>	<b>% of Work</b>

<b>Work to be done by Subcontractor</b>	<b>Name of Subcontractor</b>	<b>Location of Business</b>	<b>CSLB Contractor License No.</b>	<b>DIR Registration Number</b>	<b>% of Work</b>

(Attach additional sheets if necessary)

Name of Bidder\_\_\_\_\_

Signature\_\_\_\_\_

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

Dated\_\_\_\_\_

1.4 Bidder Information and Experience Form

**ARTICLE 1. INFORMATION ABOUT BIDDER**

(Indicate not applicable ("N/A") where appropriate.)

**NOTE:** Where Bidder is a joint venture, pages shall be duplicated, and information provided for all parties to the joint venture.

1.0 Name of Bidder: \_\_\_\_\_

2.0 Type, if Entity: \_\_\_\_\_

3.0 Bidder Address: \_\_\_\_\_

\_\_\_\_\_

Facsimile Number

Telephone Number

Email Address

4.0 How many years has Bidder's organization been in business as a Contractor?

\_\_\_\_\_

5.0 How many years has Bidder's organization been in business under its present name? \_\_\_\_\_

5.1 Under what other or former names has Bidder's organization operated?

\_\_\_\_\_

6.0 If Bidder's organization is a corporation, answer the following:

6.1 Date of Incorporation: \_\_\_\_\_

6.2 State of Incorporation: \_\_\_\_\_

6.3 President's Name: \_\_\_\_\_

6.4 Vice-President's Name(s): \_\_\_\_\_

\_\_\_\_\_

6.5 Secretary's Name: \_\_\_\_\_

6.6 Treasurer's Name: \_\_\_\_\_

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: \_\_\_\_\_

7.2 Name and address of all partners (state whether general or limited partnership):

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8.0 If other than a corporation or partnership, describe organization and name principals:

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9.0 List other states in which Bidder's organization is legally qualified to do business.

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10.0 What type of work does the Bidder normally perform with its own forces?

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11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

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12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

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13.0 List Trade References:

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14.0 List Bank References (Bank and Branch Address):

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15.0 Name of Bonding Company and Name and Address of Agent:

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**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

## ARTICLE 2. LIST OF CURRENT PROJECTS (BACKLOG)

[\*\*Duplicate Page if needed for listing additional current projects.\*\*]

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work



### ARTICLE 3. LIST OF COMPLETED PROJECTS – LAST THREE YEARS

[\*\*Duplicate Page if needed for listing additional completed projects.\*\*]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work

**ARTICLE 4. EXPERIENCE AND TECHNICAL QUALIFICATIONS  
QUESTIONNAIRE**

***Personnel:***

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity for FAMD/City.

1. List each person's job title, name and percent of time to be allocated to this project:

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2. Summarize each person's specialized education:

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3. List each person's years of construction experience relevant to the project:

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4. Summarize such experience:

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Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the FAMD/City.

***Changes Occurring Since Prequalification***

If any substantive changes have occurred since Bidder submitted its prequalification package for this Project, Bidder shall list them below. If none are listed, Bidder certifies that no substantive changes have occurred.

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***Additional Bidder's Statements:***

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

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**ARTICLE 5. VERIFICATION AND EXECUTION**

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder\_\_\_\_\_

Signature\_\_\_\_\_

Name\_\_\_\_\_

Title\_\_\_\_\_

Date\_\_\_\_\_

1.5 Non-Collusion Declaration

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing Bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [FAMD/City], \_\_\_\_\_ [state].

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

1.6 Iran Contracting Act Certification.  
(Public Contract Code section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

☐ The Contractor is not:

(1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(2) a financial instruction that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The FAMD/City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the FAMD/City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

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

Printed Name: \_\_\_\_\_

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

Firm Name: \_\_\_\_\_

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

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

## 1.7 Public Works Contractor Registration Certification

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.<sup>1</sup>

Name of Bidder:\_\_\_\_\_

DIR Registration Number:\_\_\_\_\_

DIR Registration Expiration:\_\_\_\_\_

Small Project Exemption: \_\_\_\_\_ Yes or \_\_\_\_\_ No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder\_\_\_\_\_

Signature\_\_\_\_\_

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

Dated\_\_\_\_\_

---

<sup>1</sup> If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

1.8 Contractor's Certificate Regarding Workers' Compensation.

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

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

## 00 TBD – CONTRACT

This CONTRACT, No. \_\_\_\_\_ is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Fire Access Maintenance District #1 sometimes hereinafter called "FAMD," and FAMD/City of Indian Wells, sometimes hereinafter called "FAMD/City," and \_\_\_\_\_, sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

a. **SCOPE OF WORK.** The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

### PRIORITY TWO ROAD REHAB (PROJ. NO. P3-05.2023)

The Contractor and its surety shall be liable to the FAMD/City for any damages arising as a result of the Contractor's failure to comply with this obligation.

a. **TIME FOR COMPLETION.** Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the FAMD/FAMD/City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **forty (40) working days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

b. **CONTRACT PRICE.** The FAMD/FAMD/City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). Payment shall be made as set forth in the General Conditions.

c. **LIQUIDATED DAMAGES.** In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the FAMD/FAMD/City the sum set forth in Section 00 73 13, Article 1.7 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the FAMD/FAMD/City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

d. **COMPONENT PARTS OF THE CONTRACT.** The "Contract Documents" include the following:

Notice Inviting Bids  
Instructions to Bidders  
Bid Form  
Bid Bond



Designation of Subcontractors  
Information Required of Bidders  
Non-Collusion Declaration Form  
Iran Contracting Act Certification  
Public Works Contractor Registration Certification  
Performance Bond  
Payment (Labor and Materials) Bond  
General Conditions  
Special Conditions  
Federal (FEMA) Provisions  
Technical Specifications  
Addenda  
Plans and Drawings (as applicable)  
Standard Specifications for Public Works Construction "Greenbook", latest edition  
Applicable Local, County, and State Agency Standards and Specifications, as last revised  
Approved and fully executed change orders  
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

e. **PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.** Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

f. **INDEMNIFICATION.** Contractor shall provide indemnification and defense as set forth in the General Conditions.

g. **PREVAILING WAGES.** Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the FAMDCity's Administrative Office or may be obtained online at <http://www.dir.ca.gov> and which must be posted at the job site.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

FAMD/CITY OF INDIAN WELLS

[INSERT NAME OF CONTRACTOR]

By: \_\_\_\_\_  
[INSERT NAME]  
[INSERT TITLE]

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

Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
FAMD/City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
FAMD/City Attorney

**(CONTRACTOR'S SIGNATURE MUST BE  
NOTARIZED AND CORPORATE  
SEAL AFFIXED, IF APPLICABLE)**

**END OF CONTRACT**

## Notary Acknowledgment

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 \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, 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 of Notary Public

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPAFAMD/CITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual  
☐ Corporate Officer

\_\_\_\_\_  
Title(s)

- ☐ Partner(s) ☐ Limited  
☐ General

- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

## 00 61 13 – BOND FORMS

### 1.1 Performance Bond.

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the FAMD/City of Indian Wells, (hereinafter referred to as “FAMD/City”) has awarded to \_\_\_\_\_, (hereinafter referred to as the “Contractor”) an agreement for **Contract No. P3-05.2023**, (hereinafter referred to as the “Project”).

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_, 2023, (hereinafter referred to as “Contract Documents”), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor and \_\_\_\_\_ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the FAMD/City in the sum of \_\_\_\_\_ DOLLARS, (\$\_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the FAMD/City, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney’s fees, incurred by FAMD/City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by FAMD/City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the FAMD/City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the FAMD/City’s rights or the Contractor or

Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the FAMD/City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the FAMD/City's option:

- i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the FAMD/City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the FAMD/City under the Contract and any modification thereto, less any amount previously paid by the FAMD/City to the Contractor and any other set offs pursuant to the Contract Documents.
- iii. Permit the FAMD/City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the FAMD/City under the Contract and any modification thereto, less any amount previously paid by the FAMD/City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the FAMD/City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the FAMD/City, when declaring the Contractor in default, notifies Surety of the FAMD/City's objection to Contractor's further participation in the completion of the Project.

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

By their signatures hereunder, Surety and Contractor hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

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

(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ per thousand. The total amount of premium charges is \$\_\_\_\_\_.  
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Agent or Representative for service of process in California, if different from above)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Telephone number of Surety and Agent or Representative for service of process in California)

\_\_\_\_\_

## Notary Acknowledgment

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 \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, 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 capaFAMD/City(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 of Notary Public

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPAFAMD/CITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual  
☐ Corporate Officer

\_\_\_\_\_  
Title(s)

- ☐ Partner(s)      ☐ Limited  
                         ☐ General

- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

## Notary Acknowledgment

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COUNTY OF \_\_\_\_\_

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WITNESS my hand and official seal.

Signature of Notary Public

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Title(s)

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                                 ☐ General

- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of Attorney to local representatives of the bonding company must also be attached.

**END OF PERFORMANCE BOND**



1.2 Payment Bond (Labor and Materials).

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the FAMD/City of Indian Wells (hereinafter designated as the "FAMD/City"), by action taken or a resolution passed \_\_\_\_\_, 2022, has awarded to \_\_\_\_\_ hereinafter designated as the "Principal," a contract for the work described as follows: **Contract No. P2-06.2022** (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the FAMD/City in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the Contractor and his Subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the FAMD/City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

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

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that

this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or FAMD/City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

By their signatures hereunder, Surety and Principal hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

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

(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_

## Notary Acknowledgment

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 \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, 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 capaFAMD/City(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 of Notary Public

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPAFAMD/CITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual  
☐ Corporate Officer

\_\_\_\_\_  
Title(s)

- ☐ Partner(s)      ☐ Limited  
                                 ☐ General

- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

## Notary Acknowledgment

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                                 ☐ General

- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_

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Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

**END OF PAYMENT BOND**

## 00 72 13 – GENERAL CONDITIONS

### ARTICLE 1. DEFINED TERMS

Whenever used in the Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined below, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

- A. Act of God -- An earthquake of magnitude of 3.5 or higher on the Richter scale or a tidal wave.
- B. Addenda -- Written or graphic instruments issued prior to the submission of Bids which clarify, correct, or change the Contract Documents.
- C. Additional Work -- New or unforeseen work will be classified as "Additional Work" when the FAMD/City's Representative determines that it is not covered by the Contract.
- D. Applicable Laws -- The laws, statutes, ordinances, rules, codes, regulations, permits, and licenses of any kind, issued by local, state or federal governmental authorities or private authorities with jurisdiction (including utilities), to the extent they apply to the Work.
- E. Bid -- The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices and other terms for the Work to be performed.
- F. Bidder -- The individual or entity who submits a Bid directly to the FAMD/City.
- G. Change Order ("CO") -- A document that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Contract, in accordance with the Contract Documents and in the form contained in the Contract Documents.
- H. Change Order Request ("COR") -- A request made by the Contractor for an adjustment in the Contract Price and/or Contract Times as the result of a Contractor-claimed change to the Work. This term may also be referred to as a Change Order Proposal ("COP"), or Request for Change ("RFC").
- I. FAMD/City -- The FAMD/City of Indian Wells.
- J. FAMD/City's Representative -- The individual or entity as identified in the Special Conditions to act as the FAMD/City's Representative.
- K. Claim -- A demand or assertion by the FAMD/City or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
- L. Contract -- The entire integrated written agreement between the FAMD/City and Contractor concerning the Work. "Contract" may be used interchangeably with "Agreement" in the Contract Documents. The Contract supersedes prior negotiations,

representations, or agreements, whether written or oral, and includes all Contract Documents.

- M. Contract Documents -- The documents listed in Section 00 52 13, Article 5. Some documents provided by the FAMD/City to the Bidders and Contractor, including but not limited to reports and drawings of subsurface and physical conditions are not Contract Documents.
- N. Contract Price -- Amount to be paid by the FAMD/City to the Contractor as full compensation for the performance of the Contract and completion of the Work, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs.
- O. Contract Times -- The number of days or the dates stated in the Contract Documents to: achieve defined Milestones, if any; and to complete the Work so that it is ready for final payment.
- P. Contractor -- The individual or entity with which the FAMD/City has contracted for performance of the Work.
- Q. Contractor's Designated On-Site Representative -- The Contractor's Designated On-Site Representative will be as identified in Section 00 72 13, Article 3 and shall not be changed without prior written consent of the FAMD/City.
- R. Daily Rate -- The Daily Rate stipulated in the Contract Documents as full compensation to the Contractor due to the FAMD/City's unreasonable delay to the Project that was not contemplated by the parties.
- S. Day -- A calendar day of 24 hours measured from midnight to the next midnight.
- T. Defective Work -- Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referenced in the Contract Documents.
- U. Demobilization -- The complete dismantling and removal by the Contractor of all of the Contractor's temporary facilities, equipment, and personnel at the Site.
- V. Drawings -- That part of the Contract Documents prepared by of the Engineer of Record which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
- W. Effective Date of the Contract -- The date indicated in the Contract on which it becomes effective, but if no such date is indicated, it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver.
- X. Engineer, whenever not qualified, shall mean the Public Works Director of the FAMD/City, acting either directly or through properly authorized agents, such agents acting severally within the scope of the particular duties entrusted to them. On all questions concerning the acceptance of materials, machinery, the classifications of

material, the execution of work, conflicting interest of the contractors performing related work and the determination of costs, the decision of the Engineer, duly authorized by the FAMD/City, shall be binding and final upon both parties.

Y. Engineer of Record -- The individual, partnership, corporation, joint venture, or other legal entity named as such in Section 00 73 13, Article 1.1. or any succeeding entity designated by the FAMD/City.

Z. Golf Course Staff -- Any individual employed by or acting as a representative of the Indian Wells Country Club, Indian Wells, California.

AA. Green Book -- The current edition of the Standard Specifications for Public Works Construction.

BB. Hazardous Waste -- The term "Hazardous Waste" shall have the meaning provided in Section 104 of the Solid Waste Disposal Act (42 U.S.C. § 6903) as amended from time to time or, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a class I, class II, or class III disposal site in accordance with provisions of existing law, whichever is more restrictive.

CC. Holiday -- The Holidays occur on:

New Year's Day - January 1  
President's Day -- Third Monday in February  
Memorial Day - Last Monday in May  
Independence Day - July 4  
Labor Day - First Monday in September  
Veteran's Day - November 11  
Thanksgiving Day - Fourth Thursday in November  
Friday after Thanksgiving  
Christmas Eve -- December 24  
Christmas Day - December 25  
Day After Christmas -- December 26  
New Year's Eve -- December 31

If any Holiday listed above falls on a Saturday, Saturday and the preceding Friday are both Holidays. If the Holiday should fall on a Sunday, Sunday and the following Monday are both Holidays.

DD. Notice of Award -- The written notice by the FAMD/FAMD/City to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, the FAMD/FAMD/City will sign and deliver the Contract.

EE. Notice of Completion -- The form which may be executed by the FAMD/FAMD/City and recorded by the county where the Project is located constituting final acceptance of the Project.

FF. Notice to Proceed -- A written notice given by the FAMD/FAMD/City to Contractor fixing the date on which the Contractor may proceed with the Work and when Contract Times will commence to run.

- GG. Project -- The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
- HH. Recyclable Waste Materials -- Materials removed from the Site which are required to be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials include asphalt, concrete, brick, concrete block, and rock.
- II. Schedule of Submittals -- A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to facilitate scheduled performance of related construction activities.
- JJ. Shop Drawings -- All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
- KK. Specifications -- That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
- LL. Stop Payment Notice -- A written notice as defined in Civil Code section 8044.
- MM. Subcontractor -- An individual or entity other than a Contractor having a contract with any other entity than the FAMD/City for performance of any portion of the Work at the Site.
- NN. Submittal -- Written and graphic information and physical samples prepared and supplied by the Contractor demonstrating various portions of the Work.
- OO. Successful Bidder -- The Bidder submitting a responsive Bid to whom the FAMD/City makes an award.
- PP. Supplier -- A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment used in the performance of the Work or to be incorporated in the Work.
- QQ. Underground Facilities -- All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electric power, FAMD/City, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
- RR. Unit Price Work -- Work to be paid for on the basis of unit prices as provided by the Contractor in its bid or as adjusted in accordance with the Contract Documents.
- SS. Warranty -- A written guarantee provided to the FAMD/FAMD/City by the Contractor that the Work will remain free of defects and suitable for its intended use for the period required by the Contract Documents or the longest period permitted by the law of this State, whichever is longer.



TT. Work -- The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

## **ARTICLE 2. CONTRACT DOCUMENTS**

- A. **Contract Documents.** The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.
- B. **Interpretations.** The Contract Documents are intended to be fully cooperative and complementary. If the Contractor observes that any documents are in conflict, the Contractor shall promptly notify the Engineer in writing. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:
1. Change Orders
  2. Addenda
  3. Special Conditions
  4. Technical Specifications
  5. Plans (Contract Drawings)
  6. Contract
  7. General Conditions
  8. Instructions to Bidders
  9. Notice Inviting Bids
  10. Contractor's Bid Forms
  11. Standard Specifications for Public Works Construction
  12. Applicable Local, County, and State Agency Standards and Specifications
  13. Standard Drawings
  14. Reference Documents

With reference to the Drawings, the order of precedence shall be as follows:

1. Figures govern over scaled dimensions
  2. Detail drawings govern over general drawings
  3. Addenda or Change Order drawings govern over Contract Drawings
  4. Contract Drawings govern over Standard Drawings
  5. Contract Drawings govern over Shop Drawings
- C. **Conflicts in Contract Documents.** Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard, higher quality, and most expensive shall always apply.
- D. **Organization of Contract Documents.** Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control the Contractor in dividing Project Work among subcontractors or in establishing the extent of Work to be performed by any trade.

### **ARTICLE 3. PRECONSTRUCTION AND CONSTRUCTION COMMUNICATION**

Before any Work at the site is started, a conference attended by the FAMD/FAMD/City, Contractor, FAMD/FAMD/City's Representative, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to herein, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

At this conference the FAMD/FAMD/City and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

### **ARTICLE 4. CONTRACT DOCUMENTS: COPIES & MAINTENANCE**

Contractor will be furnished, free of charge, **five (5)** copies of the Contract Documents. Additional copies may be obtained at cost of reproduction.

Contractor shall maintain a clean, undamaged set of Contract Documents, including submittals, at the Project site.

### **ARTICLE 5. EXAMINATION OF DRAWINGS, SPECIFICATIONS AND SITE OF WORK**

- A. **Examination of Contract Documents.** Before commencing any portion of the Work, Contractor shall again carefully examine all applicable Contract Documents, the Project site, and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the Engineer of any potential error, inconsistency, ambiguity, conflict, or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any subcontractor proceed with Work if uncertain as to the applicable requirements.
- B. **Additional Instructions.** After notification of any error, inconsistency, ambiguity, conflict, or lack of detail or explanation, the Engineer will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work.
- C. **Quality of Parts, Construction and Finish.** All parts of the Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish.
- D. **Contractor's Variation from Contract Document Requirements.** If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all applicable laws, ordinances, rules and regulations, the Engineer may at any time, before or after completion of the Work, order the

improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

## **ARTICLE 6. MOBILIZATION**

- A. When a bid item is included in the Bid Form for mobilization, the costs of Work in advance of construction operations and not directly attributable to any specific bid item will be included in the progress estimate ("Initial Mobilization"). When no bid item is provided for "Initial Mobilization," payment for such costs will be deemed to be included in the other items of the Work.
- B. Payment for Initial Mobilization based on the lump sum provided in the Bid Form, which shall constitute full compensation for all such Work. No payment for Initial Mobilization will be made until all of the listed items have been completed to the satisfaction of the Engineer. The scope of the Work included under Initial Mobilization shall include, but shall not be limited to, the following principal items:
  - 1. Obtaining and paying for all bonds, insurance, and permits.
  - 2. Moving on to the Project site of all Contractor's plant and equipment required for the first month's operations.
  - 3. Installing temporary construction power, wiring, and lighting facilities, as applicable.
  - 4. Establishing fire protection system, as applicable.
  - 5. Developing and installing a construction water supply, if applicable.
  - 6. Providing and maintaining the field office trailers for the Contractor, if necessary, and the Engineer (if specified), complete, with all specified furnishings and utility services.
  - 7. Providing on-site sanitary facilities and potable water facilities as specified per Cal-OSHA and these Contract Documents.
  - 8. Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. All such storage shall meet manufacturer's specified storage requirements, and the specific provisions of the specifications, including temperature and humidity control, if recommended by the manufacturer, and for all security.
  - 9. Arranging for and erection of Contractor's work and storage yard.
  - 10. Posting all OSHA required notices and establishment of safety programs per Cal-OSHA.
  - 11. Full-time presence of Contractor's superintendent at the job site as required herein.
  - 12. Submittal of Construction Schedule as required by the Contract Documents.

## ARTICLE 7. EXISTENCE OF UTILITIES AT THE WORK SITE

- A. The FAMD/FAMD/City has endeavored to determine the existence of utilities at the Project site from the records of the owners of known utilities in the vicinity of the Project. The positions of these utilities as derived from such records are shown on the Plans.
- B. Unless indicated otherwise on the Plans and Specifications, no excavations were made to verify the locations shown for underground utilities. The service connections to these utilities are not shown on the Plans. Water service connections may be shown on the Plans showing general locations of such connections. It shall be the responsibility of the Contractor to determine the exact location of all service connections. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing Work which could result in damage to such utilities. The Contractor shall immediately notify the FAMD/FAMD/City in writing of any utility discovered in a different position than shown on the Plans or which is not shown on the Plans.
- C. If applicable, all water meters, water valves, fire hydrants, electrical utility vaults, telephone vaults, gas utility valves, and other subsurface structures shall be relocated or adjusted to final grade by the Contractor. Locations of existing utilities shown on the Plans are approximate and may not be complete. The Contractor shall be responsible for coordinating its Work with all utility companies during the construction of the Work.
- D. Notwithstanding the above, pursuant to section 4215 of the Government Code, the FAMD/FAMD/City has the responsibility to identify, with reasonable accuracy, main or trunkline facilities on the plans and specifications. In the event that main or trunkline utility facilities are not identified with reasonable accuracy in the plans and specifications made a part of the invitation for Bids, the FAMD/City shall assume the responsibility for their timely removal, relocation, or protection.
- E. Contractor, except in an emergency, shall contact the appropriate regional notification center, **California Underground Service Alert** at 811 or 1-800-227-2600 or on-line at [www.digalert.org](http://www.digalert.org) at least two working days prior to commencing any excavation if the excavation will be performed in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the FAMD/FAMD/City, and obtain an inquiry identification number from that notification center. No excavation shall be commenced or carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the FAMD/FAMD/City has been given the identification number by the Contractor.

## ARTICLE 8. SOILS INVESTIGATIONS

- A. Reports and Drawings. The Special Conditions identify:
  - 1. those reports known to the FAMD/FAMD/City of explorations and tests of subsurface conditions at or contiguous to the site; and

2. those drawings known to the FAMD/FAMD/City of physical conditions relating to existing surface or subsurface structures at the site (except Underground Facilities).
- B. Limited Reliance by Contractor on Technical Data Authorized. Contractor may rely upon the accuracy of the “technical data” contained in such reports and drawings, which were expressly not created or obtained to evaluate or assist in the evaluation of constructability, and are not Contract Documents. Contractor shall make its own interpretation of the “technical data” and shall be solely responsible for any such interpretations. Except for reliance on the accuracy of such “technical data,” Contractor may not rely upon or make any claim against the FAMD/FAMD/City, FAMD/FAMD/City’s Representative, or Engineer of Record, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor’s purposes, including without limitation any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
  2. other data, interpretations, opinions, conclusions and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions, or information.

#### **ARTICLE 9. CONTRACTOR’S SUPERVISION**

Contractor shall continuously keep at the Project site, a competent and experienced full-time Project superintendent acceptable to the FAMD/FAMD/City. Superintendent must be able to proficiently speak, read and write in English and shall have the authority to make decisions on behalf of the Contractor. Contractor shall continuously provide efficient supervision of the Project.

#### **ARTICLE 10. WORKERS**

- A. Contractor shall at all times enforce strict discipline and good order among its employees. Contractor shall not employ on the Project any unfit person or any one not skilled in the Work assigned to him or her.
- B. Any person in the employ of the Contractor whom the FAMD/FAMD/City may deem incompetent or unfit shall be dismissed from the Work and shall not be employed on this Project.

#### **ARTICLE 11. INDEPENDENT CONTRACTORS**

Contractor shall be an independent contractor for the FAMD/FAMD/City and not an employee. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, or agents of FAMD/City and are not entitled to benefits of any kind normally provided employees of FAMD/City, including but not limited to, state unemployment compensation or workers’ compensation. Contractor assumes full responsibility for the acts and omissions of its employees or agents related to the Work.

## **ARTICLE 12. SUBCONTRACTS**

- A. Contractor agrees to bind every subcontractor to the terms of the Contract Documents as far as such terms are applicable to subcontractor's portion of the Work. Contractor shall be as fully responsible to the FAMD/FAMD/City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any subcontractor and the FAMD/City.
- B. The FAMD/FAMD/City reserves the right to accept all subcontractors. The FAMD/City's acceptance of any subcontractor under this Contract shall not in any way relieve Contractor of its obligations in the Contract Documents.
- C. Prior to substituting any subcontractor listed in the Bid Forms, Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act pursuant to California Public Contract Code section 4100 et seq.

## **ARTICLE 13. VERIFICATION OF EMPLOYMENT ELIGIBILITY**

By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors, sub-subcontractors and consultants to comply with the same. Each person executing this Contract on behalf of Contractor verifies that he or she is a duly authorized officer of Contractor and that any of the following shall be grounds for the FAMD/FAMD/City to terminate the Contract for cause: (1) failure of the Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in this Article; (2) any misrepresentation or material omission concerning compliance with such requirements; or (3) failure to immediately remove from the Work any person found not to be in compliance with such requirements.

## **ARTICLE 14. REQUESTS FOR SUBSTITUTION**

- A. For the purposes of this provision, the term "substitution" shall mean the substitution of any material, method or service substantially equal to or better in every respect to that indicated in the Standard Specifications or otherwise referenced herein.
- B. Pursuant to Public Contract Code section 3400(b), the FAMD/FAMD/City may make a finding that is described in the Notice Inviting Bids that designates certain products, things, or services by specific brand or trade name.
- C. Unless specifically designated in the Special Conditions, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating the description of the material, process, or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer for substitution any material, process, or article which may be substantially equal to or better in every respect to that so indicated or specified in the Contract Documents. However, the FAMD/FAMD/City has adopted uniform standards for certain materials, processes, and articles.

- D. The Contractor shall submit substitution requests, together with substantiating data, for substitution of any "or equal" material, process, or article no later than thirty-five (35) calendar days after award of Contract. Provisions regarding submission of substitution requests shall not in any way authorize an extension of time for the performance of this Contract. If a substitution request is rejected by the FAMD/FAMD/City, the Contractor shall provide the material, method or service specified herein. The FAMD/FAMD/City shall not be responsible for any costs incurred by the Contractor associated with substitution requests. The burden of proof as to the equality of any material, process, or article shall rest with the Contractor. The Engineer has the complete and sole discretion to determine if a material, process, or article is substantially equal to or better than that specified and to approve or reject all substitution requests.
- E. Substantiating data as described above shall include, at a minimum, the following information:
1. A signed affidavit from the Contractor stating that the material, process, or article proposed as a substitution is substantially equal to or better than that specified in every way except as may be listed on the affidavit.
  2. Illustrations, specifications, catalog cut sheets, and any other relevant data required to prove that the material, process, or article is substantially equal to or better than that specified.
  3. A statement of the cost implications of the substitution being requested, indicating whether and why the proposed substitution will reduce or increase the amount of the contract.
  4. Information detailing the durability and lifecycle costs of the proposed substitution.
- F. Failure to submit all the required substantiating data detailed above in a timely manner so that the substitution request can be adequately reviewed may result in rejection of the substitution request. The Engineer is not obligated to review multiple submittals related the same substitution request resulting from the Contractor's failure to initially submit a complete package.
- G. Time limitations within this Article shall be strictly complied with and in no case will an extension of time for completion of the contract be granted because of Contractor's failure to provide substitution requests at the time and in the manner described herein.
- H. The Contractor shall bear the costs of all FAMD/FAMD/City work associated with the review of substitution requests.
- I. If substitution requests approved by the Engineer require that Contractor furnish materials, methods or services more expensive than that specified, the increased costs shall be borne by Contractor.

#### **ARTICLE 15. SHOP DRAWINGS**

- A. Contractor shall check and verify all field measurements and shall submit with such promptness as to provide adequate time for review and cause no delay in its own Work

or in that of any other contractor, subcontractor, or worker on the Project, six (6) copies of all shop drawings, calculations, schedules, and materials list, and all other provisions required by the Contract Documents. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to Engineer. Each signed submittal shall affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the transmittal letter of the submittal.

- B. Contractor shall make any corrections required by the Engineer, and file with the Engineer six (6) corrected copies each, and furnish such other copies as may be needed for completion of the Work. Engineer's acceptance of shop drawings shall not relieve Contractor from responsibility for deviations from the Contract Documents unless Contractor has, in writing, called Engineer's attention to such deviations at time of submission and has secured the Engineer's written acceptance. Engineer's acceptance of shop drawings shall not relieve Contractor from responsibility for errors in shop drawings.

#### **ARTICLE 16. SUBMITTALS**

- A. Contractor shall furnish to the Engineer for approval, prior to purchasing or commencing any Work, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in the Contract Documents. The log shall indicate whether samples will be provided in accordance with other provisions of this Contract.
- B. Contractor will provide samples and submittals, together with catalogs and supporting data required by the Engineer, to the Engineer within a reasonable time period to provide for adequate review and avoid delays in the Work.
- C. These requirements shall not authorize any extension of time for performance of this Contract. Engineer will check and approve such samples, but only for conformance with design concept of work and for compliance with information given in the Contract Documents. Work shall be in accordance with approved samples and submittals.

#### **ARTICLE 17. MATERIALS**

- A. Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.
- B. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.
- C. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of the Work and shall be stored properly and protected as required by the Contract Documents. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work.



- D. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the Work and agrees upon completion of all work to deliver the Project, to the FAMD/FAMD/City free from any claims, liens, or charges.
- E. Materials shall be stored on the Project site in such manner so as not to interfere with any operations of the FAMD/FAMD/City or any independent contractor.
- F. Contractor shall verify all measurements, dimensions, elevations, and quantities before ordering any materials or performing any Work, and the FAMD/FAMD/City shall not be liable for Contractor's failure to do so. No additional compensation, over and above payment for the actual quantities at the prices set out in the Bid Form, will be allowed because of differences between actual measurements, dimension, elevations and quantities and those indicated on the Plans and in the Specifications. Any difference therein shall be submitted to the Engineer for consideration before proceeding with the Work.

#### **ARTICLE 18. PERMITS AND LICENSES**

- A. FAMD/FAMD/City will apply and pay for the review of necessary encroachment permits for Work within the public rights-of-way. Contractor shall obtain all other necessary permits and licenses for the construction of the Project, including encroachment permits, and shall pay all fees required by law and shall comply with all laws, ordinances, rules and regulations relating to the Work and to the preservation of public health and safety. Before acceptance of the Project, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to the FAMD/City.
- B. The Bid Form may contain an allowance for the Contractor's cost of acquiring traffic control permits and for construction inspection fees that may be charged to the Contractor by the Agency of Jurisdiction. The allowance may be included within the Bid Form to eliminate the need by bidders to research or estimate the costs of traffic control permits and construction inspection fees prior to submitting a bid. The allowance is specifically intended to account for the costs of traffic control permits and construction inspection fees charged by the local Agency of Jurisdiction only. No other costs payable by Contractor to the Agency of Jurisdiction are included within the allowance. Payment by FAMD/FAMD/City to Contractor under the Permit and Inspection Allowance Bid Item shall be made based on actual cost receipts only and in accordance with the provisions of these specifications. If the Bid Form does not contain an allowance for the aforementioned items including but not limited to permits and licenses, payment shall be included in all the items of work, and no additional compensation shall be allowed.

#### **ARTICLE 19. TRENCHES**

- A. **Trenches Five Feet or More in Depth.** Contractor shall submit to the Engineer at the preconstruction meeting, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from hazards of caving ground during the excavation of any trench or trenches five feet or more in depth. If

such plan varies from shoring system standards established by the Construction Safety Orders of the California Code of Regulations, Department of Industrial Relations, the plan shall be prepared by a California registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations. The Contractor shall designate in writing the "competent person" as defined in Title 8, California Code of Regulations, who shall be present at the Work Site each day that trenching/excavation is in progress. The "competent person" shall prepare and provide daily trenching/excavation inspection reports to the Engineer. Contractor shall also submit a copy of its annual California Occupational Safety and Health Administration (Cal/OSHA) trench/excavation permit.

**B. Excavations Deeper than Four Feet.** If the Work involves excavating trenches or other excavations that extend deeper than four feet below the surface, Contractor shall promptly, and before the excavation is further disturbed, notify the FAMD/City in writing of any of the following conditions:

1. Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
2. Subsurface or latent physical conditions at the site differing from those indicated.
3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract

The FAMD/City shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a change order under the procedures described in the Contract Documents.

In the event that a dispute arises between the FAMD/FAMD/City and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

## **ARTICLE 20. TRAFFIC CONTROL**

**A.** Traffic control plan(s) for the Work may be required by the Agency(s) of Jurisdiction. Traffic control plans, if required, shall be prepared at Contractor's expense, and traffic control shall be performed at Contractor's expense in accordance with the requirements of the Agency(s) of Jurisdiction. The Permit and Inspection Allowance included within the Bid Form includes the cost of required traffic control permit(s) and construction inspection by the Agency(s) of Jurisdiction only. The Permit and

Inspection Allowance does not include costs for preparation of any required traffic control plans, implementation of any traffic control requirements or for any traffic signal services that may be required. Costs for traffic control plans, implementation of traffic control, or traffic signal services required by the Agency(s) of Jurisdiction shall be included in the Contractor's Bid.

- B. All warning signs and safety devices used by the Contractor to perform the Work shall conform to the requirements contained in the State of California, Department of Transportation's current edition of "Manual of Traffic Controls for Construction and Maintenance Work Zones" or to the requirements of the local agency. The Contractor shall also be responsible for all traffic control required by the agency having jurisdiction over the project on the intersecting streets. Contractor must submit a traffic control plan to the agency having jurisdiction over the project for approval prior to starting work.
- C. The Contractor's representative on the site responsible for traffic control shall produce evidence that he/she has completed training acceptable to the California Department of Transportation for safety through construction zones. All of the streets in which the Work will occur shall remain open to traffic and one lane of traffic maintained at all times unless otherwise directed by the agency of jurisdiction. Businesses and residences adjacent to the Work shall be notified forty-eight (48) hours in advance of closing of driveways. The Contractor shall make every effort to minimize the amount of public parking temporarily eliminated due to construction in areas fronting businesses. No stockpiles of pipe or other material will be allowed in traveled right-of-ways after working hours unless otherwise approved by the Engineer.

#### **ARTICLE 21. DIVERSION OF RECYCLABLE WASTE MATERIALS**

In compliance with the applicable FAMD/City's waste reduction and recycling efforts, Contractor shall divert all Recyclable Waste Materials to appropriate recycling centers as required for compliance with the local jurisdiction's waste diversion ordinances. Contractor will be required to submit weight tickets and written proof of diversion with its monthly progress payment requests. Contractor shall complete and execute any certification forms required by FAMD/City or other applicable agencies to document Contractor's compliance with these diversion requirements. All costs incurred for these waste diversion efforts shall be the responsibility of the Contractor.

#### **ARTICLE 22. REMOVAL OF HAZARDOUS MATERIALS**

Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes and hazardous materials which have not been rendered harmless at the Project site, the Contractor shall immediately stop work at the affected Project site and shall report the condition to the FAMD/City in writing. The FAMD/City shall contract for any services required to directly remove and/or abate PCBs and other toxic wastes and hazardous materials, if required by the Project site(s), and shall not require the Contractor to subcontract for such services. The Work in the affected area shall not thereafter be resumed except by written agreement of the FAMD/City and Contractor.

#### **ARTICLE 23. SANITARY FACILITIES**

Contractor shall provide sanitary temporary toilet buildings and hand washing facilities for the use of all workers. All toilets and hand washing facilities shall comply with all applicable federal, state

and local laws, codes, ordinances, and regulations. Toilets shall be kept supplied with toilet paper and shall have workable door fasteners. Toilets and hand washing facilities shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers as required by Cal/OSHA regulations. The toilets and hand washing facilities shall be maintained in a sanitary condition at all times. Use of toilet and hand washing facilities in the Work under construction shall not be permitted. Any other Sanitary Facilities required by Cal/OSHA shall be the responsibility of the Contractor.

#### **ARTICLE 24. AIR POLLUTION CONTROL**

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements.

#### **ARTICLE 25. LAYOUT AND FIELD ENGINEERING**

All field engineering required for laying out the Work and establishing grades for earthwork operations shall be furnished by the Contractor at its expense.

#### **ARTICLE 26. TESTS AND INSPECTIONS**

- A. If the Contract Documents, the Engineer, or any instructions, laws, ordinances, or public authority requires any part of the Work to be tested or Approved, Contractor shall provide the Engineer at least two (2) working days' notice of its readiness for observation or inspection. If inspection is by a public authority other than the FAMD/City, Contractor shall promptly inform the FAMD/City of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for FAMD/City testing and FAMD/City inspection shall be paid by the FAMD/FAMD/City. Costs of tests for Work found not to be in compliance shall be paid by the Contractor.
- B. If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor's cost in compliance with the Contract Documents.
- C. Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by the FAMD/FAMD/City, and not by Contractor. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.
- D. In advance of manufacture of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify the FAMD/FAMD/City so that the FAMD/FAMD/City may arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into the Work.
- E. If the manufacture of materials to be inspected or tested will occur in a plant or location greater than sixty (60) miles from the FAMD/City, the Contractor shall pay for any

excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.

- F. Reexamination of Work may be ordered by the FAMD/City. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found to be in accordance with the Contract Documents, the FAMD/City shall pay the costs of reexamination and reconstruction. If such work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

#### **ARTICLE 27. PROTECTION OF WORK AND PROPERTY**

- A. The Contractor shall be responsible for all damages to persons or property that occurs as a result of the Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final Acceptance by the FAMD/City. All Work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as necessary. Contractor shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Project site where Work is being performed. Contractor shall erect and properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction.
- B. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act to prevent such threatened loss or injury; and Contractor shall so act, without appeal, if so authorized or instructed by the Engineer or the FAMD/City. Any compensation claimed by Contractor on account of emergency work shall be determined by and agreed upon by the FAMD/City and the Contractor.

#### **ARTICLE 28. CONTRACTOR'S MEANS AND METHODS**

Contractor is solely responsible for the means and methods utilized to perform the Work. In no case shall the Contractor's means and methods deviate from commonly used industry standards.

#### **ARTICLE 29. AUTHORIZED REPRESENTATIVES**

The FAMD/City shall designate representatives, who shall have the right to be present at the Project site at all times. The FAMD/City may designate an inspector who shall have the right to observe all of the Contractor's Work. The inspector shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. Contractor shall provide safe and proper facilities for such access.

#### **ARTICLE 30. HOURS OF WORK**

- A. If the total compensation under this Contract exceeds \$25,000, then pursuant to Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, Contractor stipulates that eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this Contract upon the Work or upon any part

of the Work contemplated by this Contract is limited and restricted to eight (8) hours during any one calendar day and 40 hours during any one calendar week, except as hereinafter provided. Notwithstanding the provisions herein above set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

- B. The Contractor and every subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of the FAMD/City and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.
- C. The Contractor shall pay to the FAMD/City a penalty of twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.
- D. Any work necessary to be performed after regular working hours, or on Saturdays and Sundays or other holidays, shall be performed without additional expense to the FAMD/City.
- E. FAMD/City will provide inspection during normal working hours from 7:00 a.m. to 3:30 p.m. Monday through Friday. Inspection before or after this time will be charged to the Contractor as reimbursable inspection time. Inspections on weekends requires two days' notice for review and approval. Upon written request and approval the 8.5 hour working day may be changed to other limits subject to FAMD/City/county ordinance.
- F. It shall be unlawful for any person to operate, permit, use, or cause to operate any of the following at the Project site, other than between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, with no Work allowed on the FAMD/City-observed holidays, unless otherwise approved by the FAMD/City:
  - 1. Powered Vehicles
  - 2. Construction Equipment
  - 3. Loading and Unloading Vehicles
  - 4. Domestic Power Tools

#### **ARTICLE 31. PAYROLL RECORDS; LABOR COMPLIANCE**

- A. If the total compensation under this Contract exceeds \$25,000, then pursuant to Labor Code section 1776, Contractor and all subcontractors shall maintain weekly certified payroll records, showing the names, addresses, Social Security numbers, work classifications, straight time and overtime hours worked each day and week, and the

actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by them in connection with the Work under this Contract. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.

- B. In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on the specified interval and format prescribed by the DIR, which may include electronic submission. Contractor shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.
- C. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the FAMD/City. Contractor shall defend, indemnify and hold the FAMD/City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.
- D. The payroll records described herein shall be certified and submitted by the Contractor at a time designated by the FAMD/City. The Contractor shall also provide the following:
  - 1. A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
  - 2. A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the DIR.
- E. Unless submitted electronically, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.
- F. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, the FAMD/City, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or performing the contract shall not be marked or obliterated.
- G. In the event of noncompliance with the requirements of this Article, the Contractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Article. Should

noncompliance still be evident after such 10-day period, the Contractor shall pay a penalty of one hundred dollars (\$100.00) to the FAMD/City for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payment then due.

H. The responsibility for compliance with this Article shall rest upon the Contractor.

### **ARTICLE 32. PREVAILING RATES OF WAGES**

- A. The Contractor is aware of the requirements of Labor Code sections 1720 *et seq.* and 1770 *et seq.*, as well as California Code of Regulations, Title 8, Section 16000 *et seq.* ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$25,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at [www.dir.ca.gov](http://www.dir.ca.gov). In the alternative, the Contractor may view a copy of the prevailing rate of per diem wages which are on file at the FAMD/City's Administration Office and shall be made available to interested parties upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the FAMD/City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.
- B. The Contractor shall forfeit as a penalty to the FAMD/City not more than Two Hundred Dollars (\$200.00), pursuant to Labor Code section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the Department of Industrial Relations for such work or craft in which such worker is employed for any public work done under the Contract by it or by any subcontractor under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.
- C. Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

### **ARTICLE 33. PUBLIC WORKS CONTRACTOR REGISTRATION**

If the total compensation under this Contract exceeds \$25,000, then pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its subcontractors must be registered with the Department of Industrial Relations prior to the execution of a contract to perform public works. By entering into this Contract, Contractor represents that it is aware of the registration requirement



and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

#### **ARTICLE 34. EMPLOYMENT OF APPRENTICES**

- A. If the total compensation under this Contract exceeds \$35,000, Contractor and all subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices.
- B. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- C. Knowing violations of Labor Code section 1777.5 will result in forfeiture not to exceed one hundred dollars (\$100.00) for each calendar day of non-compliance pursuant to Labor Code section 1777.7.
- D. The responsibility for compliance with this Article shall rest upon the Contractor.

#### **ARTICLE 35. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY**

Pursuant to Labor Code section 1735 and other applicable provisions of law, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law on this Project. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law.

Employment Eligibility; Contractor. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Contract, and shall not violate any such law at any time during the term of the Contract. Contractor shall avoid any violation of any such law during the term of this Contract by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor

shall maintain records of each such verification, and shall make them available to the FAMDCity or its representatives for inspection and copy at any time during normal business hours. The FAMDCity shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for or referred to herein.

Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any part of the Work or of this Contract to make the same verifications and comply with all requirements and restrictions provided for herein.

Employment Eligibility; Failure to Comply. Each person executing this Contract on behalf of Contractor verifies that he or she is a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the FAMDCity to terminate the Contract for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for herein; (2) any misrepresentation or material omission concerning compliance with such requirements; or (3) failure to immediately remove from the Work any person found not to be in compliance with such requirements.

#### **ARTICLE 36. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS**

Contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the FAMDCity. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

#### **ARTICLE 37. LABOR/EMPLOYMENT SAFETY**

The Contractor shall comply with all applicable laws and regulations of the federal, state, and local government, including Cal/OSHA requirements and requirements for verification of employees' legal right to work in the United States.

The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 *et seq.*), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4. The Contractor shall ensure the availability of emergency medical services for its employees in accordance with California Code of Regulations, Title 8, Section 1512.

The Contractor shall submit the Illness and Injury Prevention Program and a Project site specific safety program to the FAMDCity prior to beginning Work at the Project site. Contractor shall maintain a confined space program that meets or exceeds the FAMDCity Standards. Contractor shall adhere to the FAMDCity's lock out tag out program.

#### **ARTICLE 38. INSURANCE**

The Contractor shall obtain, and at all times during performance of the Work of Contract, maintain all of the insurance described in this Article. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the FAMDCity that it has secured all

insurance required hereunder. Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the FAMD/City that the subcontractor has secured all insurance required under this Article. Failure to provide and maintain all required insurance shall be grounds for the FAMD/City to terminate this Contract for cause. Contractor shall furnish FAMD/City with original certificates of insurance and endorsements effective coverage required by this Contract on forms satisfactory to the FAMD/City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms acceptable to the FAMD/City. All certificates and endorsements must be received and approved by the FAMD/City before Work commences.

- A. **Additional Insureds; Waiver of Subrogation.** The FAMD/City, its officials, officers, employees, agents and authorized volunteers shall be named as Additional Insureds for ongoing and completed operations on Contractor's All Risk policy and on Contractor's and its subcontractors' policies of Commercial General Liability and Automobile Liability insurance using, for Contractor's policy/ies of Commercial General Liability insurance, ISO CG forms 20 10 and 20 37 (or endorsements providing the exact same coverage, including completed operations), and, for subcontractors' policies of Commercial General Liability insurance, ISO CG form 20 38 (or endorsements providing the exact same coverage). Notwithstanding the minimum limits set forth in this Contract for any type of insurance coverage, all available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as Additional Insureds hereunder. Contractor and its insurance carriers shall provide a Waiver of Subrogation in favor of those parties.
- B. **Workers' Compensation Insurance.** The Contractor shall provide workers' compensation insurance for all of the employees engaged in Work under this Contract, on or at the Site, and, in case of any sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to his employees in accordance with the provisions of section 3700 of the Labor Code. The Contractor shall file with the FAMD/City certificates of his insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to the FAMD/City, if in the form and coverage as set forth in the Contract Documents.
- C. **Employer's Liability Insurance.** Contractor shall provide Employer's Liability Insurance, including Occupational Disease, in the amount of at least one million dollars (\$1,000,000.00) per person per accident. Contractor shall provide FAMD/City with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of the FAMD/City.

**D. Commercial General Liability Insurance.** Contractor shall provide "occurrence" form Commercial General Liability insurance coverage at least as broad as the most current ISO CGL Form 00 01, including but not limited to, premises liability, contractual liability, products/completed operations, personal and advertising injury which may arise from or out of Contractor's operations, use, and management of the Site, or the performance of its obligations hereunder. The policy shall not contain any exclusion contrary to this Contract including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 39); or (2) cross-liability for claims or suits against one insured against another. Policy limits shall not be less than **\$2,000,000 per occurrence** for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be paid in addition to the limits.

1. Such policy shall comply with all the requirements of this Article. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to the FAMD/City, and shall not preclude the FAMD/City from taking such other actions available to the FAMD/City under other provisions of the Contract Documents or law.
2. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.
3. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions relating to liability for injury to or death of persons and damage to property.
4. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the FAMD/City may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents.
5. All policies of general liability insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.

**E. Automobile Liability Insurance.** Contractor shall provide "occurrence" form Automobile Liability Insurance at least as broad as ISO CA 00 01 (Any Auto) in the

amount of, at least, one million dollars (\$1,000,000) per accident for bodily injury and property damage. Such insurance shall provide coverage with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible, in a form and with insurance companies acceptable to the FAMD/City. All policies of automobile insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.

- F. Contractor shall require all tiers of sub-contractors working under this Contract to provide the insurance required under this Article unless otherwise agreed to in writing by FAMD/City. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Contract. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold the FAMD/City harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by the FAMD/City as a result thereof.

#### **ARTICLE 39. FORM AND PROOF OF CARRIAGE OF INSURANCE**

- A. Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by the FAMD/City's Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:VII. Insurance deductibles or self-insured retentions must be declared by the Contractor. At the election of the FAMD/City the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. If umbrella or excess liability coverage is used to meet any required limit(s) specified herein, the Contractor shall provide a "follow form" endorsement satisfactory to the FAMD/City indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.
- B. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or cancelled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the FAMD/City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the FAMD/City, its officials, officers, agents, employees, and volunteers.
- C. The Certificate(s) and policies of insurance shall contain or shall be endorsed to contain the covenant of the insurance carrier(s) that it shall provide no less than thirty (30) days written notice be given to the FAMD/City prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the FAMD/City may terminate the Contract or stop the Work in accordance with the Contract Documents, unless the FAMD/City receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Site, or commence operations under this Contract until the FAMD/City has been furnished original Certificate(s) of Insurance and certified original

copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Article. The original endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

- D. The Certificate(s) of Insurance, policies and endorsements shall so covenant and shall be construed as primary, and the FAMD/City's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- E. FAMD/City reserves the right to adjust the monetary limits of insurance coverages during the term of this Contract including any extension thereof if, in the FAMD/City's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.
- F. Contractor shall report to the FAMD/City, in addition to the Contractor's insurer, any and all insurance claims submitted by the Contractor in connection with the Work under this Contract.

#### **ARTICLE 40. TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

- A. **Time for Completion/Liquidated Damages.** Time is of the essence in the completion of the Work. Work shall be commenced within ten (10) Days of the date stated in the FAMD/City's Notice to Proceed and shall be completed by Contractor in the time specified in the Contract Documents. The FAMD/City is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by the FAMD/City's receipt or acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances, receive additional compensation from the FAMD/City (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date. If the Work is not completed as stated in the Contract Documents, it is understood that the FAMD/City will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the FAMD/City as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each calendar day of delay until the Work is fully completed. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.
- B. **Inclement Weather.** Contractor shall abide by the Engineer's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Project schedule.
- C. **Extension of Time.** Contractor shall not be charged liquidated damages because of any delays in completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (or its subcontractors or suppliers). Contractor shall within five (5) Days of identifying any such delay notify the FAMD/City in writing of causes of delay. The FAMD/City shall ascertain the facts and extent of delay and grant extension of time for completing the Work when, in its judgment, the facts justify such an extension. Time extensions to the Project shall be requested by

the Contractor as they occur and without delay. No delay claims shall be permitted unless the event or occurrence delays the completion of the Project beyond the Contract completion date.

- D. **No Damages for Reasonable Delay.** The FAMD/City's liability to Contractor for delays for which the FAMD/City is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall the FAMD/City be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable FAMD/City delay, including delays caused by items that are the responsibility of the FAMD/City pursuant to Government Code section 4215, shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.

#### **ARTICLE 41. COST BREAKDOWN AND PERIODIC ESTIMATES**

Contractor shall furnish on forms Approved by the FAMD/City:

- A. Within ten (10) Days of Notice to Proceed with the Contract, a detailed estimate giving a complete breakdown of the Contract price, if the Contract amount is a lump sum.
- B. A monthly itemized estimate of Work done for the purpose of making progress payments. In order for the FAMD/City to consider and evaluate each progress payment application, the Contractor shall submit a detailed measurement of Work performed and a progress estimate of the value thereof before the tenth (10th) Day of the following month.
- C. Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by the Engineer, for unit price items listed, if any, in the Bid Form.
- D. Following the FAMD/City's Acceptance of the Work, the Contractor shall submit to the FAMD/City a written statement of the final quantities of unit price items for inclusion in the final payment request.
- E. The FAMD/City shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

Contractor shall certify under penalty of perjury, that all cost breakdowns and periodic estimates accurately reflect the Work on the Project.

#### **ARTICLE 42. PROGRESS ESTIMATES AND PAYMENT**

- A. By the tenth (10th) Day of the following calendar month, Contractor shall submit to Engineer a payment request which shall set forth in detail the value of the Work done for the period beginning with the date work was first commenced and ending on the end of the calendar month for which the payment request is prepared. Contractor shall include any amount earned for authorized extra work. From the total thus computed, a deduction shall be made in the amount of five percent (5%) for retention, except where the FAMD/City has adopted a finding that the Work done under the Contract is substantially complex, and then the amount withheld as retention shall be the percentage specified in the Notice Inviting Bids. From the remainder a further

deduction may be made in accordance with Section B below. The amount computed, less the amount withheld for retention and any amounts withheld as set forth below, shall be the amount of the Contractor's payment request.

- B. The FAMD/City may withhold a sufficient amount or amounts of any payment or payments otherwise due to Contractor, as in his judgment may be necessary to cover:
1. Payments which may be past due and payable for just claims against Contractor or any subcontractors for labor or materials furnished in and about the performance of work on the Project under this Contract.
  2. Defective work not remedied.
  3. Failure of Contractor to make proper payments to his subcontractor or for material or labor.
  4. Completion of the Contract if there is a reasonable doubt that the Work can be completed for balance then unpaid.
  5. Damage to another contractor or a third party.
  6. Amounts which may be due the FAMD/City for claims against Contractor.
  7. Failure of Contractor to keep the record ("as-built") drawings up to date.
  8. Failure to provide update on construction schedule as required herein.
  9. Site cleanup.
  10. Failure to comply with Contract Documents.
  11. Liquidated damages.
  12. Legally permitted penalties.
- C. The FAMD/City may apply such withheld amount or amounts to payment of such claims or obligations at its discretion with the exception of subsections (B)(1), (3), and (5) of this Article, which must be retained or applied in accordance with applicable law. In so doing, the FAMD/City shall be deemed the agent of Contractor and any payment so made by the FAMD/City shall be considered as a payment made under contract by the FAMD/City to Contractor and the FAMD/City shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. The FAMD/City will render Contractor a proper accounting of such funds disbursed on behalf of Contractor.
- D. Upon receipt, the Engineer shall review the payment request to determine whether it is undisputed and suitable for payment. If the payment request is determined to be unsuitable for payment, it shall be returned to Contractor as soon as practicable but not later than seven (7) Days after receipt, accompanied by a document setting forth in writing the reasons why the payment request is not proper. The FAMD/City shall make the progress payment within 30 calendar days after the receipt of an undisputed



and properly submitted payment request from Contractor, provided that a release of liens and claims has been received from the Contractor pursuant to Civil Code section 8132. The number of days available to the FAMD/City to make a payment without incurring interest pursuant to this paragraph shall be reduced by the number of days by which the Engineer exceeds the seven (7) Day requirement.

- E. A payment request shall be considered properly executed if funds are available for payment of the payment request and payment is not delayed due to an audit inquiry by the financial officer of the FAMD/City.

#### **ARTICLE 43. SECURITIES FOR MONEY WITHHELD**

Pursuant to section 22300 of the Public Contract Code of the State of California, Contractor may request the FAMD/City to make retention payments directly to an escrow agent or may substitute securities for any money withheld by the FAMD/City to ensure performance under the contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the FAMD/City or with a state or federally chartered bank as the escrow agent who shall return such securities to Contractor upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to a written agreement substantially in the form provided in section 22300 of the Public Contract Code.

#### **ARTICLE 44. CHANGES AND EXTRA WORK.**

##### **A. Contract Change Orders.**

1. The FAMD/City, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, and the Contract Price and Contract Time shall be adjusted accordingly. Except as otherwise provided herein, all such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract Price or the Contract Time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.
2. Contractor shall promptly execute changes in the Work as directed in writing by the FAMD/City even when the parties have not reached agreement on whether the change increases the scope of Work or affects the Contract Price or Contract Time. All claims for additional compensation to the Contractor shall be presented in writing. No claim will be considered after the Work in question has been done unless a written Change Order has been issued or a timely written notice of claim has been made by Contractor.
3. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions, and provisions of the original Contract.
4. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done.

5. No dispute, disagreement, or failure of the parties to reach agreement on the terms of the Change Order shall relieve the Contractor from the obligation to proceed with performance of the work, including Additional Work, promptly and expeditiously.
6. Contractor shall make available to the FAMD/City any of the Contractor's documents related to the Project immediately upon request of the FAMD/City, as set forth in Article 52.
7. Any alterations, extensions of time, Additional Work, or any other changes may be made without securing consent of the Contractor's surety or sureties.

**B. Contract Price Change.**

1. Process for Determining Adjustments in Contract Price.

- a. Owner Initiated Change. The Contractor must submit a complete cost proposal, including any change in the Contract Price or Contract Time, within seven (7) Days after receipt of a scope of a proposed change order initiated by the FAMD/City, unless the FAMD/City requests that proposals be submitted in less than seven (7) Days.
- b. Contractor Initiated Change. The Contractor must give written notice of a proposed change order required for compliance with the Contract Documents within seven (7) Days of discovery of the facts giving rise to the proposed change order.
- c. Whenever possible, any changes to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and the FAMD/City.
- d. Price quotations from the Contractor shall be accompanied by sufficiently detailed supporting documentation to permit verification by the FAMD/City, including but not limited to estimates and quotations from subcontractors or material suppliers, as the FAMD/City may reasonably request. Contractor shall certify the accuracy of all Change Order Requests under penalty of perjury.
- e. If the Contractor fails to submit a complete cost proposal within the seven (7) Day period (or as requested), the FAMD/City has the right to order the Contractor in writing to commence the Work immediately on a time and materials basis and/or issue a lump sum change to the Contract Price and/or Contract Time in accordance with the FAMD/City's estimate. If the change is issued based on the FAMD/City's estimate, the Contractor will waive its right to dispute the action unless within fifteen (15) Days following completion of the added/deleted work, the Contractor presents written proof that the FAMD/City's estimate was in error.

2. Unit Price Change Orders.

- a. When the actual quantity of a Unit Price item varies from the Bid Form, compensation for the change in quantity will be calculated by multiplying the

actual quantity by the Unit Price. This calculation may result in either an additive or deductive Final Change Order pursuant to the Contract Documents.

- b. No Mark up for Overhead and Profit. Because the Contract Unit Prices provided in the Bid Form include Overhead and Profit as determined by Contractor at the time of Bid submission, no mark up or deduction for Overhead and Profit will be included in Unit Price Change Orders.
  - c. Bid items included on the Bid Form may be deducted from the Work in their entirety without any negotiated extra costs.
  - d. Contractor acknowledges that unit quantities are estimates and agrees that the estimated unit quantities listed on the Bid Form will be adjusted to reflect the actual unit quantities which may result in an adjustment to the Contract Unit Prices. Such an adjustment will be made by execution of a final additive or deductive Change Order following Contractor's completion of the Work. Upon notification, Contractor's failure to respond within seven (7) Days will result in FAMDCity's issuance of a unit quantity adjustment to the Contract Unit Prices and/or Contract Time in accordance with the Contract Documents.
  - e. The FAMDCity or Contractor may make a Claim for an adjustment in the Unit Price in accordance with the Contract Documents if:
    - i. the quantity of any item of Unit Price Work performed by Contractor differs by twenty-five percent (25%) or more from the estimated quantity of such item indicated in the Contract; and
    - ii. there is no corresponding adjustment with respect to any other item of Work; and
    - iii. Contractor believes that Contractor is entitled to an increase in Unit Price as a result of having incurred additional expense or the FAMDCity believes that the FAMDCity is entitled to a decrease in Unit Price and the parties are unable to agree as to the amount of any such increase or decrease..
3. Contractor shall incorporate the provisions of this Section into all agreements with Subcontractors. Compensation for Lump Sum Change Orders shall be limited to expenditures necessitated specifically by the Additional Work, and shall be according to the following:
- a. Overview. The Contractor will submit a properly itemized Lump Sum Change Order Proposal covering the Additional Work and/or the work to be deleted. This proposal will be itemized for the various components of the Additional Work and segregated by labor, material, and equipment in a detailed format satisfactory to the FAMDCity. The FAMDCity will require itemized change orders on all change order proposals from the Contractor, subcontractors, and sub-subcontractors regardless of tier. Details to be submitted will include detailed line item estimates showing detailed materials quantity take-offs, material prices by item and related labor hour pricing information and extensions (by line item or by drawing as applicable).

- b. Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the Additional Work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the Additional Work cost will not be permitted unless the Contractor establishes the necessity for such new classifications. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

Estimated labor hours must only include hours for those workmen and working foremen directly involved in performing the change order work. Supervision above the level of working foremen (such as general foremen, superintendent, project manager, etc.) is considered to be included in the markup percentages as outlined below. Note that no separate allowances for warranty expense will be allowed as a direct cost of a change order. Costs attributed to warranty expenses will be considered to be covered by the markup.

- c. Labor Burden. Labor burden allowable in change orders shall be defined as employer's net actual cost of payroll taxes (FICA, Medicare, SUTA, FUTA), net actual cost for employer's cost of union benefits (or other usual and customary fringe benefits if the employees are not union employees), and net actual cost to employer for worker's compensation insurance taking into consideration adjustments for experience modifiers, premium discounts, dividends, rebates, expense constants, assigned risk pool costs, net cost reductions due to policies with deductibles for self-insured losses, assigned risk rebates, etc. Contractor shall reduce their standard payroll tax percentages to properly reflect the effective cost reduction due to the estimated impact of the annual maximum wages subject to payroll taxes. An estimated percentage for labor burden may be used for pricing change orders. However, the percentage used for labor burden to price change orders will be examined at the conclusion of the Project and an adjustment to the approved change orders will be processed if it is determined that the actual labor burden percentage should have been more or less than the estimated percentage used.
- d. Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight, and delivery. Materials costs shall be based upon supplier or manufacturer's invoice. If invoices or other satisfactory evidence of cost are not furnished within fifteen (15) Days of delivery, then the FAMD/City shall determine the materials cost, at its sole discretion. Estimated material change order costs shall reflect the Contractor's reasonably anticipated net actual cost for the purchase of the material needed for the change order work. Estimated material costs shall reflect cost reductions available to the Contractor due to "non-cash" discounts, trade discounts, free material credits, and/or volume rebates. "Cash" discounts (i.e., prompt payment discounts of 2% or less) available on material purchased for change order work shall be credited to the FAMD/City if the Contractor is provided the FAMD/City funds in time for Contractor to take advantage of any such "cash" discounts. The

portion of any "cash" discounts greater than 2% will not be considered "non-cash" discount for purposes of this provision. Price quotations from material suppliers must be itemized with unit prices for each specific item to be purchased. "Lot pricing" quotations will not be considered sufficient substantiating detail.

- e. Tool and Equipment Use. Costs for the use of small tools, which are tools that have a replacement value of \$1,000 or less, shall be considered included in the Overhead and Profit mark-ups established below. Allowable change order estimated costs may include appropriate amounts for rental of major equipment specifically needed to perform the change order work (defined as tools and equipment with an individual purchase cost of more than \$750). For Contractor owned equipment, the "bare" equipment rental rates allowed to be used for pricing change order proposals shall be 75% of the monthly rate listed in the most current publication of The AED Green Book divided by 176 to arrive at a maximum hourly rate to be applied to the hours the equipment is used performing the change order work. Further, for Contractor owned equipment, the aggregate equipment rent charges for any single piece of equipment used in all change order work shall be limited to 50% of the fair market value of the piece of equipment when the first change order is priced involving usage of the piece of equipment. Fuel necessary to operate the equipment will be considered as a separate direct cost associated with the change order work.
- f. Maximum Markup Percentage Allowable on Self-Performed Work. With respect to pricing change orders, the maximum markup percentage to be paid to any Contractor or subcontractor (regardless of tier) on self-performed work shall be a single markup percentage not-to-exceed fifteen percent (15%) of the net direct cost of (1) direct labor and allowable labor burden costs applicable to the change in the Work; (2) the net cost of material and installed equipment incorporated into the change in the Work, and (3) net rental cost of major equipment and related fuel costs necessary to complete the change in the Work. The markup computed using the above formula shall be considered to be allocated 2/3 to cover applicable overhead costs directly attributable to the field overhead costs related to processing, supervising and performing, the change order work, and the remaining 1/3 to cover home office overhead costs and profit
- g. Maximum Markup Percentages Allowable on Work Performed by Lower Tier Subcontractors. With respect to pricing the portion of change order proposals involving Work performed by lower tier contractors, the maximum markup percentage allowable to the Contractor or subcontractor supervising the lower tier subcontractor's work shall not exceed five percent (5%) of the net of all approved change order work performed by all subcontractors combined for any particular change order proposal. The markup computed using the above formula shall be considered to be allocated 2/3 to cover applicable overhead costs directly attributable to the field overhead costs related to processing, supervising and performing the change order work, and the remaining 1/3 to cover home office overhead costs and profit.

- h. No Markup on Bonds and Liability Insurance Costs. Change order cost adjustments due to increases or decreases in bond or insurance costs (if applicable) shall not be subject to any markup.
  - i. Direct and Indirect Costs Covered by Markup Percentages. As a further clarification, the agreed upon markup percentage set forth above is intended to cover the Contractor's profit and all indirect costs associated with the change order work. Items intended to be covered by the markup percentage include, but are not limited to: home office expenses, branch office and field office overhead expense of any kind, project management, superintendents, general foremen, estimating, engineering, coordinating, expediting, purchasing, detailing, legal, accounting, data processing or other administrative expenses, shop drawings, permits, auto insurance and umbrella insurance, pick-up truck costs, and warranty expense costs. The cost for the use of small tools is also to be considered covered by the markup percentage established above. Small tools shall be defined as tools and equipment (power or non-power) with an individual purchase cost of less than \$750.
  - j. Deduct Change Orders and Net Deduct Changes. The application of the markup percentages referenced above will apply to both additive and deductive change orders. In the case of a deductive change order, the credit will be computed by applying the sliding scale percentages as outlined above so that a deductive change order would be computed in the same manner as an additive change order. In those instances where a change involves both additive and deductive work, the additions and deductions will be netted and the markup percentage adjustments will be applied to the net amount.
  - k. Contingency. In no event will any lump sum or percentage amounts for "contingency" be allowed to be added as a separate line item in change order estimates. Unknowns attributable to labor hours will be accounted for when estimating labor hours anticipated performing the work. Unknowns attributable to material scrap and waste will be estimated as part of material costs.
  - l. Insurance and Bonds. In the event the Contractor has been required to furnish insurance and/or bonds as part of the base contract price, a final contract change order will be processed to account for the Contractor's net increase or decrease in insurance costs and/or bond premium costs associated with change orders to Contractor's base Contract Price.
4. Time and Materials Change Orders.
- a. General. The term Time and Materials means the sum of all costs reasonably and necessarily incurred and paid by Contractor for labor, materials, and equipment in the proper performance of Additional Work. Except as otherwise may be agreed to in writing by the FAMD/City, such costs shall be in amounts no higher than those prevailing in the locality of the Project, and shall include only the following items.
  - b. Timely and Final Documentation.

- i. T&M Daily Sheets. Contractor must submit timesheets, materials invoices, records of equipment hours, and records of rental equipment hours to the FAMD/City's Representative for an approval signature **each day** Additional Work is performed. Failure to get the FAMD/City's Representative's approval signature each Day shall result in a waiver of Contractor's right to claim these costs. The FAMD/City's Representative's signature on time sheets only serves as verification that the Work was performed and is not indicative of FAMD/City's agreement to Contractor's entitlement to the cost.
  - ii. T&M Daily Summary Sheets. All documentation of incurred costs ("T&M Daily Summary Sheets") shall be submitted by Contractor within **three (3) Days** of incurring the cost for labor, material, equipment, and special services as Additional Work is performed. Contractor's actual costs shall be presented in a summary table in an electronic spreadsheet file by labor, material, equipment, and special services. Each T&M Daily Summary Sheet shall include Contractor's actual costs incurred for the Additional Work performed that day and a cumulative total of Contractor's actual costs incurred for the Additional Work. Contractor's failure to provide a T&M Daily Summary Sheet showing a total cost summary within three (3) Days but within five (5) Days of performance of the Work will result in the Contractor's otherwise allowable overhead and profit being reduced by 50% for that portion of Additional Work which was not documented in a timely manner. Contractor's failure to submit the T&M Daily Summary Sheet within five (5) Days of performance of the Work will result in a total waiver of Contractor's right to claim these costs.
  - iii. T&M Total Cost Summary Sheet. Contractor shall submit a T&M Total Cost Summary Sheet, which shall include total actual costs, within **seven (7) Days** following completion of FAMD/City approved Additional Work. Contractor's total actual cost shall be presented in a summary table in an electronic spreadsheet file by labor, material, equipment, and special services. Contractor's failure to submit the T&M Total Cost Summary Sheet within seven (7) Days of completion of the Additional Work will result in Contractor's waiver for any reimbursement of any costs associated with the T&M Summary Sheets or the performance of the Additional Work.
- c. Labor. The Contractor will be paid the cost of labor for the workers used in the actual and direct performance of the Work. The cost of labor will be the sum of the actual wages paid (which shall include any employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes) substantiated by timesheets and certified payroll for wages prevailing for each craft or type of workers performing the Additional Work at the time the Additional Work is done, and the labor surcharge set forth in the Department of Transportation publication entitled *Labor Surcharge and Equipment Rental Rates*, which is in effect on the date upon which the Work is accomplished and which is a part of the Contract. The labor surcharge shall constitute full compensation for all payments imposed by Federal, State, or local laws and for all other payments made to, or on behalf of, the workers, other than actual wages.

- i. Equipment Operator Exception. Labor costs for equipment operators and helpers shall be paid only when such costs are not included in the invoice for equipment rental.
  - ii. Foreman Exception. The labor costs for foremen shall be proportioned to all of their assigned work and only that applicable to the Additional Work shall be paid. Indirect labor costs, including, without limitation, the superintendent, project manager, and other labor identified in the Contract Documents will be considered Overhead.
- d. Materials. The cost of materials reported shall be itemized at invoice or lowest current price at which materials are locally available and delivered to the Project site in the quantities involved, plus the cost of sales tax, freight, delivery, and storage.
- i. Trade discounts available to the purchaser shall be credited to the FAMD/City notwithstanding the fact that such discounts may not have been taken by Contractor.
  - ii. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the FAMD/City's Representative.
  - iii. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on Additional Work items or the current wholesale price for such materials delivered to the Project site, whichever price is lower.
  - iv. If, in the opinion of the FAMD/City's Representative, the cost of materials is excessive, or Contractor does not furnish satisfactory evidence of the cost of such materials, then the cost shall be deemed to be the lowest current wholesale price for the total quantity concerned delivered to the Project site less trade discounts.
  - v. The FAMD/City reserves the right to furnish materials for the Additional Work and no Claim shall be allowed by Contractor for costs of such materials or Indirect Costs or profit on FAMD/City furnished materials.
- e. Equipment.
- i. Rental Time. The rental time to be paid for equipment on the Project site shall be the time the equipment is in productive operation on the Additional Work being performed and, in addition, shall include the time required to move the equipment to the location of the Additional Work and return it to the original location or to another location requiring no more time than that required to return it to its original location; except that moving time will not be paid if the equipment is used on other than the Additional Work, even though located at the site of the Additional Work.



- (a) Rental Time Not Allowed. Rental time will not be allowed while equipment is inoperative due to breakdowns.
  - (b) Computation Method. The following shall be used in computing the rental time of equipment on the Project site.
    - (i) When hourly rates are paid, any part of an hour less than 30 minutes of operation shall be considered to be 1/2-hour of operation, and any part of an hour in excess of 30 minutes will be considered one hour of operation.
    - (ii) When daily rates are paid, any part of a day less than 4 hours operation shall be considered to be 1/2-day of operation, and any part of an hour in excess of 4 hours will be considered one day of operation.
- ii. Rental Rates. Contractor will be paid for the use of equipment at the lesser of (i) the actual rental rate, or (ii) the rental rate listed for that equipment in the California Department of Transportation publication entitled *Labor Surcharge and Equipment Rental Rates*, which is in effect on the date upon which the Contract was executed. Such rental rates will be used to compute payments for equipment whether the equipment is under Contractor's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate (i.e., daily, monthly) resulting in the least total cost to the FAMD/City for the total period of use. If it is deemed necessary by Contractor to use equipment not listed in the publication, an equitable rental rate for the equipment will be established by the FAMD/City's Representative. Contractor may furnish cost data which might assist the FAMD/City's Representative in the establishment of the rental rate.
- iii. Contractor-Owned Equipment.
  - (a) For Contractor-owned equipment, the allowed equipment rental rate will be limited to the monthly equipment rental rate using a utilization rate of 173 hours per month.
  - (b) For Contractor-owned equipment, the rental time to be paid for equipment on the Site shall be the time the equipment is in productive operation, unless, in the instance of standby time, the equipment could be actively used by Contractor on another project, then FAMD/City shall pay for the entirety of the time the equipment is on Site. It shall be Contractor's burden to demonstrate to the FAMD/City that the equipment could be actively used on another project.
- iv. All equipment shall, in the opinion of the FAMD/City's Representative, be in good working condition and suitable for the purpose for which the equipment is to be used.
- v. Before construction equipment is used on the Additional Work, Contractor shall plainly stencil or stamp an identifying number thereon at a

conspicuous location, and shall furnish to the FAMDCity's Representative, in duplicate, a description of the equipment and its identifying number and the scheduled Additional Work activities planned.

- vi. Unless otherwise specified, manufacturer's rating and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.
- f. Special Services. Special work or services are defined as that Additional Work characterized by extraordinary complexity, sophistication, or innovation or a combination of the foregoing attributes which are unique to the construction industry.
  - i. Invoices for Special Services. When the FAMDCity's Representative and Contractor determine that a special service is required which cannot be performed by the forces of Contractor or those of any of its Subcontractors, the special service may be performed by an entity especially skilled in the Additional Work. Invoices for special services based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs, after validation of market values by the FAMDCity's Representative.
  - ii. Discount and Allowance. All invoices for special services will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of Overhead and Profit specified herein, a total allowance not to exceed fifteen percent (15%) for Overhead and Profit will be added to invoices for Special Services.
  - iii. When the FAMDCity determines, in its sole discretion, that competitive bidding is necessary for certain special services, Contractor shall solicit competitive bids for those special services.
- g. Excluded Costs. The term Time and Material shall not include any of the following costs or any other home or field office overhead costs, all of which are to be considered administrative costs covered by Contractor's allowance for Overhead and Profit.
  - i. Overhead Cost. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, timekeepers, clerks, and other personnel employed by Contractor whether at the Site or in Contractor's principal office or any branch office, material yard, or shop for general administration of the Additional Work;
  - ii. Office Expenses. Expenses of Contractor's principal and branch offices;
  - iii. Capital Expenses. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Additional Work and charges against Contractor for delinquent payments;

- iv. Negligence. Costs due to the negligence of Contractor or any Subcontractor or Supplier, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including without limitation the correction of Defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property;
  - v. Other. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in the Contract Documents;
  - vi. Small Tools. Cost of small tools valued at less than \$1,000 and that remain the property of Contractor;
  - vii. Administrative Costs. Costs associated with the preparation of Change Orders (whether or not ultimately authorized), cost estimates, or the preparation or filing of Claims;
  - viii. Anticipated Lost Profits. Expenses of Contractor associated with anticipated lost profits or lost revenues, lost income or earnings, lost interest on earnings, or unpaid retention;
  - ix. Home Office Overhead. Costs derived from the computation of a "home office overhead" rate by application of the *Eichleay, Allegheny*, burden fluctuation, or other similar methods;
  - x. Special Consultants and Attorneys. Costs of special consultants or attorneys, whether or not in the direct employ of Contractor, employed for services specifically related to the resolution of a Claim, dispute, or other matter arising out of or relating to the performance of the Additional Work.
- h. Overhead, Profit and Other Charges. The mark-up for overhead (including supervision) and profit on work added to the Contract shall be according to the following:
- i. "Net Cost" is defined as consisting of costs of labor, materials, and tools and equipment only excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up. Contractor shall provide FAMD/City with documentation of the costs, including, but not limited to, payroll records, invoices, and such other information as FAMD/City may reasonably request.
  - ii. For Work performed by the Contractor's forces, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the Net Cost of the Work.
  - iii. For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the subcontractor's Net Cost of the Work to which the Contractor may add five percent (5%) of the subcontractor's Net Cost.

- iv. For Work performed by a sub-subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the sub-subcontractor's Net Cost for Work to which the subcontractor and general contractor may each add an additional five percent (5%) of the Net Cost of the lower tier subcontractor.
  - v. No additional mark-up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by FAMDCity exceed twenty-five percent (25%) of the Net Cost as defined herein, of the party that performs the Work.
5. All of the following costs are included in the markups for overhead and profit described above, and Contractor shall not receive any additional compensation for: Submittals, drawings, field drawings, Shop Drawings, including submissions of drawings; field inspection; General Superintendence; General administration and preparation of cost proposals, schedule analysis, Change Orders, and other supporting documentation; computer services; reproduction services; Salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; Janitorial services; Small tools, incidentals and consumables; Temporary On-Site facilities (Offices, Telephones, High Speed Internet Access, Plumbing, Electrical Power, Lighting; Platforms, Fencing, Water), Jobsite and Home office overhead or other expenses; vehicles and fuel used for work otherwise included in the Contract Documents; Surveying; Estimating; Protection of Work; Handling and disposal fees; Final Cleanup; Other Incidental Work; Related Warranties; insurance and bond premiums.
6. For added or deducted Work by subcontractors, the Contractor shall furnish to the FAMDCity the subcontractor's signed detailed record of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors
7. For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to the FAMDCity a detailed record of the cost to the Contractor, signed by such vendor or supplier.
8. Any change in the Work involving both additions and deletions shall indicate a net total cost, including subcontracts and materials. Allowance for overhead and profit, as specified herein, shall be applied if the net total cost is an increase in the Contract Price; overhead and profit allowances shall not be applied if the net total cost is a deduction to the Contract Price. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.
9. Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the Change Order for Work. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multipliFAMDCity of changes and/or clarifications. The Contractor may not change or modify the FAMDCity's change order form in an attempt to reserve additional rights.

10. If the FAMD/City disagrees with the proposal submitted by Contractor, it will notify the Contractor and the FAMD/City will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with the FAMD/City, a Change Order will be issued by the FAMD/City. If no agreement can be reached, the FAMD/City shall have the right to issue a unilateral Change Order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to the FAMD/City within fifteen (15) Days of the issuance of the unilateral Change Order, disputing the terms of the unilateral Change Order, and providing such supporting documentation for its position as the FAMD/City may require.

#### **C. Change of Contract Times.**

1. The Contract Times may only be changed by a Change Order.
2. All changes in the Contract Price and/or adjustments to the Contract Times related to each change shall be included in Contractor's COR pursuant to this Article. No cost or time will be allowed for cumulative effects of multiple changes. All Change Orders must state that the Contract Time is not changed or is either increased or decreased by a specific number of days. Failure to include a change to time shall waive any change to the time unless the parties mutually agree in writing to postpone a determination of the change to time resulting from the Change Order.
3. Notice of the amount of the request for adjustment in the Contract Times with supporting data shall be delivered within seven (7) Days after such start of occurrence. No extension of time or additional compensation shall be given for a delay if the Contractor failed to give notice in the manner and within the time prescribed.
4. FAMD/City may elect, at FAMD/City's sole discretion, to grant an extension in Contract Times, without Contractor's request, because of delays or other factors.
5. Use of Float and Critical Path.
  - a. Float is for the benefit of the Project. Float shall not be considered for the exclusive use or benefit of either the FAMD/City or the Contractor.
  - b. Any difference in time between the Contractor's early completion and the Contract Time shall be considered a part of the Project float. Contractor shall not be entitled to compensation, and FAMD/City will not compensate Contractor, for delays which impact early completion.
6. Contractor's entitlement to an extension of the Contract Times is limited to a FAMD/City-caused extension of the critical path, reduced by the Contractor's concurrent delays, and established by a proper time impact analysis. No time extension shall be allowed unless, and then only to the extent that, the FAMD/City-caused delay extends the critical path beyond the previously approved Contract Time.

- a. Contractor shall not be entitled to an adjustment in the Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.
  - b. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions (as determined by the FAMD/City), Acts of God, acts or failures to act of utility owners not under the control of FAMD/City, or other causes not the fault of and beyond control of FAMD/City and Contractor, then Contractor shall be entitled to a time extension when the Work stopped is on the critical path. Such a non-compensable adjustment shall be Contractor's sole and exclusive remedy for such delays. Contractor must submit a timely request in accordance with the requirements of this Article.
  - c. Utility-Related Delays.
    - i. Contractor shall immediately notify in writing the utility owner and FAMD/City's Representative of its construction schedule and any subsequent changes in the construction schedule which will affect the time available for protection, removal, or relocation of utilities. Requests for extensions of time arising out of utility relocation or repair delays shall be filed in accordance with this Article.
    - ii. Contractor shall not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, as noted in the Contract Documents or by the Underground Service Alert survey.
7. Content for Requests for Contract Extension. Contractor's justification for entitlement shall be clear and complete citing specific Contract Document references and reasons on which Contractor's entitlement is based. At a minimum, each request for a time extension must include:
- a. Each request for an extension of Contract Time must identify the impacting event, in narrative form, providing a description of the delay event and sufficient justification as to why the Contractor is entitled to a time extension. Contractor must demonstrate that the delay arises from unforeseeable causes beyond the control and without the fault or negligence of both Contractor and any Subcontractors or Suppliers, or any other persons or organizations employed by any of them or for whose acts any of them may be liable, and that such causes in fact lead to performance or completion of the Work, or specified part in question, beyond the corresponding Contract Times, despite Contractor's reasonable and diligent actions to guard against those effects.
  - b. Each request for an extension of Contract Time must include a time impact analysis in CPM format, using the Contemporaneous Impacted As-Planned Schedule Analysis to calculate the impact of the delay event.
8. No Damages for Reasonable Delay.

- a. FAMD/City's liability to Contractor for delays for which FAMD/City is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall FAMD/City be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs.
  - b. Damages caused by unreasonable FAMD/City delay that impact the critical path, including delays caused by items that are the responsibility of the FAMD/City pursuant to Government Code section 4215, shall be compensated at the Daily Rate established in the Special Conditions. No other calculations, proportions or formulas shall be used to calculate any delay damages.
  - c. FAMD/City and FAMD/City's Representative, and the officers, members, partners, employees, agents, consultants, or subcontractors of each of them, shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
9. Contractor's failure, neglect, or refusal to comply with the requirements of the Contract Documents, or any portion thereof, shall bar Contractor's request for extensions of the Contract Times. Such failure, neglect, or refusal prejudices FAMD/City's and FAMD/City's Representative's ability to recognize and mitigate delay, and such failure, neglect, or refusal prevent the timely analysis of requests for extensions of Contract Times, and whether such extensions may be warranted. Contractor hereby waives all rights to extensions of Contract Times due to delays or accelerations that result from or occur during periods of time for which Contractor fails, neglects, or refuses to fully comply with the requirements of this Article.

#### **ARTICLE 45. FINAL ACCEPTANCE AND PAYMENT**

- A. The acceptance of the Work on behalf of the FAMD/City will be made by the Engineer. Such acceptance by the FAMD/City shall not constitute a waiver of defects. When the Work has been accepted there shall be paid to Contractor a sum equal to the contract price less any amounts previously paid Contractor and less any amounts withheld by the FAMD/City from Contractor under the terms of the contract. The final five percent (5%), or the percentage specified in the notice inviting bids where the FAMD/City has adopted a finding of substantially complete, shall not become due and payable until five (5) calendar days shall have elapsed after the expiration of the period within which all claims may be filed under the provisions of Civil Code section 9356. If the Contractor has placed securities with the FAMD/City as described herein, the Contractor shall be paid a sum equal to one hundred percent (100%) of the contract price less any amounts due the FAMD/City under the terms of the Contract.
- B. Unless Contractor advises the FAMD/City in writing prior to acceptance of the final five percent (5%) or the percentage specified in the notice inviting bids where the FAMD/City has adopted a finding of substantially complete, or the return of securities held as described herein, said acceptance shall operate as a release to the FAMD/City

of all claims and all liability to Contractor for all things done or furnished in connection with this work and for every act of negligence of the FAMD/City and for all other claims relating to or arising out of this work. If Contractor advises the FAMD/City in writing prior to acceptance of final payment or return of the securities that there is a dispute regarding the amount due the Contractor, the FAMD/City may pay the undisputed amount contingent upon the Contractor furnishing a release of all undisputed claims against the FAMD/City with the disputed claims in stated amounts being specifically excluded by Contractor from the operation of the release. No payments, however, final or otherwise, shall operate to release Contractor or its sureties from the Faithful Performance Bond, Labor and Material Payment Bond, or from any other obligation under this contract.

- C. In case of suspension of the contract any unpaid balance shall be and become the sole and absolute property of the FAMD/City to the extent necessary to repay the FAMD/City any excess in the cost of the Work above the contract price.
- D. Final payment shall be made no later than 60 days after the date of acceptance of the Work by the FAMD/City or the date of occupation, beneficial use and enjoyment of the Work by the FAMD/City including any operation only for testing, start-up or commissioning accompanied by cessation of labor on the Work, provided that a release of liens and claims has been received from the Contractor pursuant to Civil Code section 8136. In the event of a dispute between the FAMD/City and the Contractor, the FAMD/City may withhold from the final payment an amount not to exceed 150% of the disputed amount.
- E. Within ten (10) calendar days from the time that all or any portion of the retention proceeds are received by Contractor, Contractor shall pay each of its subcontractors from whom retention has been withheld each subcontractor's share of the retention received. However, if a retention payment received by Contractor is specifically designated for a particular subcontractor, payment of the retention shall be made to the designated subcontractor if the payment is consistent with the terms of the subcontract.

#### **ARTICLE 46. OCCUPANCY**

The FAMD/City reserves the right to occupy or utilize any portion of the Work at any time before completion, and such occupancy or use shall not constitute acceptance of any part of Work covered by this Contract. This use shall not relieve the Contractor of its responsibilities under the Contract.

#### **ARTICLE 47. INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall immediately defend (with counsel of the FAMD/City's choosing), indemnify and hold harmless the FAMD/City, officials, officers, agents, employees, and representatives, and each of them from and against:

- A. Any and all claims, demands, causes of action, costs, expenses, injuries, losses or liabilities, in law or in equity, of every kind or nature whatsoever, but not limited to, injury to or death, including wrongful death, of any person, and damages to or destruction of property of any person, arising out of, related to, or in any manner directly or indirectly connected with the Work or this Contract, including claims made



by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses, however caused, regardless of whether the allegations are false, fraudulent, or groundless, and regardless of any negligence of the FAMD/City or its officers, employees, or authorized volunteers (including passive negligence), except the sole negligence or willful misconduct or active negligence of the FAMD/City or its officials, officers, employees, or authorized volunteers.

- B. Contractor's defense and indemnity obligation herein includes, but is not limited to damages, fines, penalties, attorney's fees and costs arising from claims under the Americans with Disabilities Act (ADA) or other federal or state disability access or discrimination laws arising from Contractor's Work during the course of construction of the improvements or after the Work is complete, as the result of defects or negligence in Contractor's construction of the improvements.
- C. Any and all actions, proceedings, damages, costs, expenses, fines, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor;
- D. Any and all losses, expenses, damages (including damages to the Work itself), attorney's fees, and other costs, including all costs of defense which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of Contractor's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

Contractor shall immediately defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the FAMD/City, its officials, officers, agents, employees and representatives. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the FAMD/City, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse the FAMD/City, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code section 2782.

#### **ARTICLE 48. PROCEDURE FOR RESOLVING DISPUTES**

Contractor shall timely comply with all notices and requests for changes to the Contract Time or Contract Price, including but not limited to all requirements of Article 44, Changes and Extra Work, as a prerequisite to filing any claim governed by this Article. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the Contract Price or Contract Time, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the Contract or at law.

- A. **Intent.** Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes

on construction claims. The intent of this Article is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Article shall be construed to be consistent with said statutes.

- B. Claims.** For purposes of this Article, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with Article 44 "Changes and Extra Work" has been denied by the FAMD/City, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the FAMD/City. A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract Documents. Claims governed by this Article may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the procedures contained in Article 44, Changes and Extra Work, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Article must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the FAMD/City and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.
- C. Supporting Documentation.** The Contractor shall submit all claims in the following format:
1. Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made
  2. List of documents relating to claim:
    - a. Specifications
    - b. Drawings
    - c. Clarifications (Requests for Information)
    - d. Schedules
    - e. Other
  3. Chronology of events and correspondence
  4. Analysis of claim merit
  5. Analysis of claim cost

6. Time impact analysis in CPM format
  7. If Contractor's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, Contractor shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.
  8. Cover letter and certification of validity of the claim, including any claims from subcontractors of any tier, in accordance with Government Code section 12650 *et seq.*
- D. **FAMD/City's Response.** Upon receipt of a claim pursuant to this Article, FAMD/City shall conduct a reasonable review of the claim and, within a period not to exceed 45 Days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 Days after the FAMD/City issues its written statement.
1. If the FAMD/City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the FAMD/City's governing body does not meet within the 45 Days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the FAMD/City shall have up to three Days following the next duly publicly noticed meeting of the FAMD/City's governing body after the 45-Day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.
  2. Within 30 Days of receipt of a claim, the FAMD/City may request in writing additional documentation supporting the claim or relating to defenses or claims the FAMD/City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of FAMD/City and the Contractor. The FAMD/City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 Days (if the claim is less than \$15,000, within 15 Days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.
- E. **Meet and Confer.** If the Contractor disputes the FAMD/City's written response, or the FAMD/City fails to respond within the time prescribed, the Contractor may so notify the FAMD/City, in writing, either within 15 Days of receipt of the FAMD/City's response or within 15 Days of the FAMD/City's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the FAMD/City shall schedule a meet and confer conference within 30 Days for settlement of the dispute.
- F. **Mediation.** Within 10 business Days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the FAMD/City shall provide the Contractor a written statement identifying the portion of the claim that

remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 Days after the FAMD/City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the FAMD/City and the Contractor sharing the associated costs equally. The FAMD/City and Contractor shall mutually agree to a mediator within 10 business Days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

1. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.
2. For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
3. Unless otherwise agreed to by the FAMD/City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.
4. The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

G. **Procedures After Mediation.** If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

H. **Civil Actions.** The following procedures are established for all civil actions filed to resolve claims of \$375,000 or less:

1. Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Contract. The mediation process shall provide for the selection within 15 Days by both parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within

15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

2. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.
- I. **Government Code Claims.** In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra Work, disputed Work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Sections 900, et seq. prior to filing any lawsuit against the FAMD/City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra Work, disputed Work, construction claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the FAMD/City may be filed. **A Government Code claim must be filed no earlier than the date the Work is completed or the date the Contractor last performs Work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.**
- J. **Non-Waiver.** The FAMD/City's failure to respond to a claim from the Contractor within the time periods described in this Article or to otherwise meet the time requirements of this Article shall result in the claim being deemed rejected in its entirety.

#### **ARTICLE 49. FAMD/CITY'S RIGHT TO TERMINATE CONTRACT**

##### **A. Termination for Cause by the FAMD/City:**

1. In the sole estimation of the FAMD/City, if the Contractor refuses or fails to prosecute the Work or any separable part thereof with such diligence as will insure its completion within the time specified by the Contract Documents, or any extension thereof, or fails to complete such Work within such time, or if the Contractor should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or the Contractor or any of its subcontractors should violate any of the provisions of this Contract, the FAMD/City may serve written notice upon the Contractor and its Surety of the FAMD/City's intention to terminate this Contract. This notice of intent to terminate shall contain the reasons for such intention to terminate this Contract, and a statement to the effect that the

Contractor's right to perform this Contract shall cease and terminate upon the expiration of ten (10) calendar days unless such violations have ceased and arrangements satisfactory to the FAMD/City have been made for correction of said violations.

2. In the event that the FAMD/City serves such written notice of termination upon the Contractor and the Surety, the Surety shall have the right to take over and perform the Contract. If the Surety does not: (1) give the FAMD/City written notice of Surety's intention to take over and commence performance of the Contract within 15 calendar days of the FAMD/City's service of said notice of intent to terminate upon Surety; and (2) actually commence performance of the Contract within 30 calendar days of the FAMD/City's service of said notice upon Surety; then the FAMD/City may take over the Work and prosecute the same to completion by separate contract or by any other method it may deem advisable for the account and at the expense of the Contractor.
3. In the event that the FAMD/City elects to obtain an alternative performance of the Contract as specified above: (1) the FAMD/City may, without liability for so doing, take possession of and utilize in completion of the Work such materials, appliances, plants and other property belonging to the Contractor that are on the site and reasonably necessary for such completion (A special lien to secure the claims of the FAMD/City in the event of such suspension is hereby created against any property of Contractor taken into the possession of the FAMD/City under the terms hereof and such lien may be enforced by sale of such property under the direction of the FAMD/City without notice to Contractor. The proceeds of the sale after deducting all expenses thereof and connected therewith shall be credited to Contractor. If the net credits shall be in excess of the claims of the FAMD/City against Contractor, the balance will be paid to Contractor or Contractor's legal representatives.); and (2) Surety shall be liable to the FAMD/City for any cost or other damage to the FAMD/City necessitated by the FAMD/City securing an alternate performance pursuant to this Article.

**B. Termination for Convenience by the FAMD/City:**

1. The FAMD/City may terminate performance of the Work called for by the Contract Documents in whole or, from time to time, in part, if the FAMD/City determines that a termination is in the FAMD/City's interest.
2. The Contractor shall terminate all or any part of the Work upon delivery to the Contractor of a Notice of Termination specifying that the termination is for the convenience of the FAMD/City, the extent of termination, and the Effective Date of such termination.
3. After receipt of Notice of Termination, and except as directed by the FAMD/City's Representative, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:
  - a. Stop Work as specified in the Notice.

- b. Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
  - c. Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Document is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
  - d. Terminate all subcontracts to the extent that they relate to the portions of the Work terminated.
  - e. Place no further subcontracts or orders, except as necessary to complete the continued portion of the Contract.
  - f. Submit to the FAMD/City's Representative, within ten (10) calendar days from the Effective Date of the Notice of Termination, all of the usual documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the FAMD/City's exercise of its right to terminate this Contract pursuant to this clause, which costs the contractor is authorized under the Contract documents to incur, shall: (1) be submitted to and received by the Engineer no later than 30 calendar days after the Effective Date of the Notice of Termination; (2) describe the costs incurred with particularity; and (3) be conspicuously identified as "Termination Costs occasioned by the FAMD/City's Termination for Convenience."
4. Termination of the Contract shall not relieve Surety of its obligation for any just claims arising out of or relating to the Work performed.
5. In the event that the FAMD/City exercises its right to terminate this Contract pursuant to this clause, the FAMD/City shall pay the Contractor, upon the Contractor's submission of the documentation required by this clause and other applicable provisions of the Contract Documents, the following amounts:
- a. All actual reimbursable costs incurred according to the provisions of this Contract.
  - b. A reasonable allowance for profit on the cost of the Work performed, provided Contractor establishes to the satisfaction of the FAMD/City's Representative that it is reasonably probable that Contractor would have made a profit had the Contract been completed and provided further, that the profit allowed shall in no event exceed fifteen (15%) percent of the costs.
  - c. A reasonable allowance for Contractor's administrative costs in determining the amount payable due to termination of the Contract under this Article.
- C. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the FAMD/City may immediately order Contractor to cease Work on the Project until such

safety or liability issues are addressed to the satisfaction of the FAMD/City or the Contract is terminated.

#### **ARTICLE 50. WARRANTY AND GUARANTEE OF WORK**

- A. Contractor hereby warrants that materials and Work shall be completed in conformance with the Contract Documents and that the materials and Work provided will fulfill the requirements of this Warranty. Contractor hereby agrees to repair or replace, at the discretion of the FAMD/City, any or all Work that may prove to be defective in its workmanship, materials furnished, methods of installation or fail to conform to the Contract Document requirements together with any other Work which may be damaged or displaced by such defect(s) within a period of one (1) year from the date of the Notice of Completion of the Project without any expense whatever to the FAMD/City, ordinary wear and tear and unusual abuse and neglect excepted. Contractor shall be required to promptly repair or replace defective equipment or materials, at Contractor's option. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor.
- B. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected Work. The reinstatement of the one (1) year warranty shall apply only to that portion of work that was corrected. Contractor shall perform such tests as FAMD/City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. In the event of Contractor's failure to comply with the above-mentioned conditions within ten (10) calendar days after being notified in writing of required repairs, to the reasonable satisfaction of the FAMD/City, the FAMD/City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the FAMD/City for any expenses incurred hereunder immediately upon demand.
- C. In addition to the warranty set forth in this Article, Contractor shall obtain for FAMD/City all warranties that would be given in normal commercial practice and assign to FAMD/City any and all manufacturer's or installer's warranties for equipment or materials not manufactured by Contractor and provided as part of the Work, to the extent that such third-party warranties are assignable and extend beyond the warranty period set forth in this Article. Contractor shall furnish the FAMD/City with all warranty and guarantee documents prior to final Acceptance of the Project by the FAMD/City as required.
- D. When specifically indicated in the Contract Documents or when directed by the Engineer, the FAMD/City may furnish materials or products to the Contractor for installation. In the event any act or failure to act by Contractor shall cause a warranty applicable to any materials or products purchased by the FAMD/City for installation by the Contractor to be voided or reduced, Contractor shall indemnify FAMD/City from and against any cost, expense, or other liability arising therefrom, and shall be responsible to the FAMD/City for the cost of any repairs, replacement or other costs that would have been covered by the warranty but for such act or failure to act by Contractor.



- E. The Contractor shall remedy at its expense any damage to FAMD/City-owned or controlled real or personal property.
- F. The FAMD/City shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) calendar days after being notified commence and perform with due diligence all necessary Work. If the Contractor fails to promptly remedy any defect, or damage; the FAMD/City shall have the right to replace, repair or otherwise remedy the defect, or damage at the Contractor's expense.
- G. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, the FAMD/City may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.
- H. Acceptance of Defective Work.
  - 1. If, instead of requiring correction or removal and replacement of Defective Work, the FAMD/City prefers to accept it, FAMD/City may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to FAMD/City's evaluation of and determination to accept such Defective Work and for the diminished value of the Work.
  - 2. If any acceptance of defective work occurs prior to release of the Project Retention, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and FAMD/City shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work and all costs incurred by FAMD/City.
  - 3. If the Project Retention is held in an escrow account as permitted by the Contract Documents, Contractor will promptly alert the escrow holder, in writing, of the amount of Retention to be paid to FAMD/City.
  - 4. If the acceptance of Defective Work occurs after release of the Project Retention, an appropriate amount will be paid by Contractor to FAMD/City.
- I. FAMD/City May Correct Defective Work.
  - 1. If Contractor fails within a reasonable time after written notice from FAMD/City's Representative to correct Defective Work, or to remove and replace rejected Work as required by FAMD/City, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, FAMD/City may, after seven (7) Days' written notice to Contractor, correct, or remedy any such deficiency.
  - 2. In connection with such corrective or remedial action, FAMD/City may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and

incorporate in the Work all materials and equipment stored at the Site or for which FAMD/City has paid Contractor but which are stored elsewhere. Contractor shall allow FAMD/City and FAMD/City's Representative, and the agents, employees, other contractors, and consultants of each of them, access to the Site to enable FAMD/City to exercise the rights and remedies to correct the Defective Work.

3. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by FAMD/City correcting the Defective Work will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions into the Contract Documents with respect to the Work; and FAMD/City shall be entitled to an appropriate decrease in the Contract Price.
  4. Such claims, costs, losses and damages will include, but not be limited to, all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Defective Work.
  5. If the Change Order is executed after all payments under the Contract have been paid by FAMD/City and the Project Retention is held in an escrow account as permitted by the Contract Documents, Contractor will promptly alert the escrow holder, in writing, of the amount of Retention to be paid to FAMD/City.
  6. If the Change Order is executed after release of the Project Retention, an appropriate amount will be paid by Contractor to FAMD/City.
  7. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to FAMD/City correcting Defective work.
- J. Nothing in the Warranty or in the Contract Documents shall be construed to limit the rights and remedies available to FAMD/City at law or in equity, including, but not limited to, Code of Civil Procedure section 337.15.

#### **ARTICLE 51. DOCUMENT RETENTION & EXAMINATION**

- A. In accordance with Government Code section 8546.7, records of both the FAMD/City and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment.
- B. Contractor shall make available to the FAMD/City any of the Contractor's other documents related to the Project immediately upon request of the FAMD/City.
- C. In addition to the State Auditor rights above, the FAMD/City shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the FAMD/City, for a period of four (4) years after final payment.

## **ARTICLE 52. SEPARATE CONTRACTS**

- A. The FAMD/City reserves the right to let other contracts in connection with this Work or on the Project site. Contractor shall permit other contractors reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs.
- B. To ensure proper execution of its subsequent Work, Contractor shall immediately inspect work already in place and shall at once report to the Engineer any problems with the Work in place or discrepancies with the Contract Documents.
- C. Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by the FAMD/City in prosecution of the Project to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, the Engineer shall decide which Contractor shall cease Work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. The FAMD/City shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Project site.

## **ARTICLE 53. NOTICE AND SERVICE THEREOF**

All notices shall be in writing and either served by personal delivery or mailed to the other party as designated in the Bid Forms. Written notice to the Contractor shall be addressed to Contractor's principal place of business unless Contractor designates another address in writing for service of notice. Notice to FAMD/City shall be addressed to the FAMD/City as designated in the Notice Inviting Bids unless FAMD/City designates another address in writing for service of notice. Notice shall be effective upon receipt or five (5) calendar days after being sent by first class mail, whichever is earlier. Notice given by facsimile shall not be effective unless acknowledged in writing by the receiving party.

## **ARTICLE 54. NOTICE OF THIRD PARTY CLAIMS**

Pursuant to Public Contract Code section 9201, the FAMD/City shall provide the Contractor with timely notification of the receipt of any third-party claims relating to the Contract. The FAMD/City is entitled to recover reasonable costs incurred in providing such notification.

## **ARTICLE 55. STATE LICENSE BOARD NOTICE**

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento,

#### **ARTICLE 56. INTEGRATION**

- A. **Oral Modifications Ineffective.** No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.
- B. **Contract Documents Represent Entire Contract.** The Contract Documents represent the entire agreement of the FAMDCity and Contractor.

#### **ARTICLE 57. ASSIGNMENT OF CONTRACT**

Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the rights or title of interest of any or all of this contract without the prior written consent of the FAMDCity. Any assignment or change of Contractor's name of legal entity without the written consent of the FAMDCity shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or Material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such Materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.

#### **ARTICLE 58. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY**

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the FAMDCity in order that proper steps may be taken to have the change reflected on the Contract and all related documents. No change of Contractor's name or nature will affect FAMDCity's rights under the Contract, including but not limited to the bonds.

#### **ARTICLE 59. ASSIGNMENT OF ANTITRUST ACTIONS**

Pursuant to Public Contract Code section 7103.5, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to the FAMDCity all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC, Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this contract or any subcontract. This assignment shall be made and become effective at the time the FAMDCity tenders final payment to the Contractor, without further acknowledgment by the parties.

#### **ARTICLE 60. PROHIBITED INTERESTS**

No FAMDCity official or representative who is authorized in such capacity and on behalf of the FAMDCity to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the project, shall be or become directly or indirectly interested financially in the Contract.

## **ARTICLE 61. CONTROLLING LAW**

Notwithstanding any subcontract or other contract with any subcontractor, supplier, or other person or organization performing any part of the Work, this Contract shall be governed by the law of the State of California excluding any choice of law provisions.

## **ARTICLE 62. JURISDICTION; VENUE**

Contractor and any subcontractor, supplier, or other person or organization performing any part of the Work agrees that any action or suits at law or in equity arising out of or related to the bidding, award, or performance of the Work shall be maintained in the Superior Court of Riverside County, California, and expressly consent to the jurisdiction of said court, regardless of residence or domicile, and agree that said court shall be a proper venue for any such action.

## **ARTICLE 63. LAWS AND REGULATIONS**

- A. Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, it shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, it shall bear all costs arising therefrom.
- B. Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA regulations.

## **ARTICLE 64. PATENTS**

Contractor shall hold and save the FAMD/City, officials, officers, employees, and authorized volunteers harmless from liability of any nature or kind of claim therefrom including costs and expenses for or on account of any patented or unpatented invention, article or appliance manufactured, furnished or used by Contractor in the performance of this contract.

## **ARTICLE 65. OWNERSHIP OF CONTRACT DOCUMENTS**

All Contract Documents furnished by the FAMD/City are FAMD/City property. They are not to be used by Contractor or any subcontractor on other work nor shall Contractor claim any right to such documents. With exception of one complete set of Contract Documents, all documents shall be returned to the FAMD/City on request at completion of the Work.

## **ARTICLE 66. NOTICE OF TAXABLE POSSESSORY INTEREST**

In accordance with Revenue and Taxation Code section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.

## **ARTICLE 67. SURVIVAL OF OBLIGATIONS**

All representations, indemnifications, warranties, and guarantees made in, required by, or given in

accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

**END OF GENERAL CONDITIONS**

## **00 73 13 – SPECIAL CONDITIONS**

### **A. Status of the Project Area and Rights-of-Way.**

1. City/FAMD, at its expense, will provide all rights-of-way or permits, or both, covering the crossing of private property and public and private rights-of-way necessary for the permanent Work; provided, however, Contractor shall, at its expense, obtain any bonds or insurance policies or pay any fees and enter into any agreements required by a controlling authority, e.g., Caltrans or Union Pacific Railroad Company, before Contractor enters upon any property or right-of-way under the jurisdiction of any such controlling authority for the purpose of performing Work.
2. FAMD/City has acquired or is negotiating to acquire any rights-of-way, or both, necessary for the permanent Work.
3. If such permits are required, all operations of Contractor shall conform to the restrictions, regulations, and requirements set forth in said permits, copies of which will be included in the Contract Documents.
4. Contractor may be required, as a condition for receiving final payment, to obtain, and provide FAMD/City's Representative with copies of, executed damage releases from the owners of public and private property whose property has been damaged by the Work. The damage releases will be on a form provided by FAMD/City.
5. Contractor shall, also, as a condition for receiving final payment, obtain, and provide FAMD/City's Representative with copies of, executed damage releases from the owners of certain public and private property or areas which have been crossed by the Work or otherwise affected by the Work. The damage releases will be on a form provided by FAMD/City.

### **B. Site Data.**

1. The data provided herein is for the information of Contractor and is subject to all limitations and conditions set forth in the Contract Documents.

### **C. Designation of FAMD/City's Representative.**

1. Unless otherwise modified by FAMD/City, FAMD/City's Representative shall be Ken Seumalo, Public Works Director and/or Jill Moon, Administrative Assistant.

### **D. Project Retention**

In accordance with Public Contract Code § 7201, FAMD/City will withhold 5% of each progress payment as retention on the Project.

### **E. Reverse Liquidated Damages Due to Unreasonable City Delay.**

1. In compliance with the provisions of California Public Contract Code § 7102, the Contractor will be compensated for damages incurred due to delays in completing

the Work due solely to the fault of the FAMD/City, where such delay is unreasonable under the circumstances and not contemplated by the parties and such delay is not the result of Additional Work. The Contractor and FAMD/City agree that determining actual damages is impracticable and extremely difficult. As such, the Contractor shall be entitled to the appropriate time extension and to payment of liquidated damages in the sum of \$750 per Day of delay in excess of the time specified for the Completion of the Work. Such amount shall constitute the only payment allowed and shall necessarily include all overhead (direct or indirect), all profit, all administrative costs, all bond costs, all labor, materials, equipment and rental costs, and any other costs, expenses and fees incurred or sustained as a result of such delay. The Contractor expressly agrees to be limited solely to the liquidated damages for all such delays as defined in this subsection.

**F. Liquidated Damages Due to Contractor Delay.**

1. Time is of the essence. Should Contractor fail to complete all or any part of the Work within the time specified in the Contract Documents, FAMD/City will suffer damage, the amount of which is difficult, if not impossible, to ascertain and, pursuant to the authority of Government Code section 53069.85, FAMD/City shall therefore be entitled to \$(INSERT AMOUNT) per Day as liquidated damages for each Day or part thereof that actual completion extends beyond the time specified.
2. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent FAMD/City, in case of Contractor's default, from terminating the Contractor.

**G. Utility Outages – Notices to Residents.**

1. Should Contractor's operations require interruption of any utility service, Contractor shall notify FAMD/City at least ten (10) Days prior to the scheduled outage. Contractor will notify all impacted residents on a form provided by FAMD/City at least seven (7) Days prior to the scheduled outage.
2. Contractor shall be responsible for providing, at its cost, any temporary utility or facilities necessitated by the utility outage.

**END OF SPECIAL CONDITIONS**



## **01 00 00 – GENERAL REQUIREMENTS**

### **PART 1 -- GENERAL**

#### **1.1 DESCRIPTION**

- A. The work to be done consists of furnishing all labor, materials , necessary tools and machinery, supervision, and all utility and transportation services required for the construction of street maintenance necessary in accordance with the bid items in the Contractor's Bid, the Specifications, and other Provisions of the Contract.

### **PART 2 -- PRODUCTS (NOT USED)**

### **PART 3 -- EXECUTION**

#### **3.1 LAYOUT OF WORK AND QUANTITY SURVEYS (NOT USED)**

#### **3.2 SCHEDULE**

- A. Estimated Schedule. Within 14 Days after the issuance of the Notice to Proceed, Contractor shall prepare a Project schedule and shall submit this to the Engineer for Approval. The receipt or Approval of any schedules by the Engineer or the FAMDCity shall not in any way relieve the Contractor of its obligations under the Contract Documents. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the Project. Contractor's failure to incorporate all elements of Work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all Work required for a completed Project within the specified Contract time period. If the required schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed and accepted by the Engineer.
- B. Schedule Contents. The schedule shall indicate the beginning and completion dates of all phases of construction; critical path for all critical, sequential time related activities; and "float time" for all "slack" or "gaps" in the non-critical activities. The schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the Project within the time specified for completion. The overall Project Schedule duration shall be within the Contract time.
- C. Schedule Updates. Contractor shall continuously update its construction schedule. Contractor shall submit an updated and accurate construction schedule to the Engineer monthly when requested to do so by Engineer. Contractor shall also submit schedules showing a three week detailed look-ahead at bi-weekly meetings conducted with the FAMDCity. The Engineer may withhold progress payments or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule.

### 3.3 TEMPORARY FIELD OFFICE

- A. Utility Services. Contractor, at its expense, shall arrange for, develop and maintain all utilities, including but not limited to water, electric power, sewage disposal and telephone communications, at the Site to meet the requirements of the Work.
- B. Sanitation. The Contractor shall provide sanitary facilities for all persons working on the project. These facilities shall be kept clean and shall not be unsightly or produce odors.

### 3.4 PROTECTION OF WORK AND PROPERTY

- A. All traffic detector loops, fences, walls, culverts, property line monuments, or other obstructions (except property line monuments within five (5) feet of the centerline of the mains) which are removed, damaged, or destroyed in the course of the Work, shall be replaced or repaired to the original condition. If Contractor provides the FAMD/City with reasonable notice of the need for such repair or replacement, it shall be performed by the FAMD/City. If the Contractor fails to provide the FAMD/City with reasonable notice, the repair or replacement shall be performed by and at the expense of the Contractor to the satisfaction of the FAMD/City, whether or not those obstructions have been shown on the Plans, unless otherwise stated herein. It is then the Contractor's responsibility to employ at its expense a Licensed Land Surveyor to restore all property line monuments located more than five (5) feet from the centerline of the mains, which are destroyed or obliterated. Property line monuments located within five (5) feet of the centerline of the mains will be replaced by the FAMD/City at no expense to the Contractor, provided the FAMD/City is notified at least 48 hours before the property line monuments are damaged.
- B. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.
- C. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid damage thereto, and Contractor shall repair any damage thereto caused by the Work operations. Contractor shall:
  - 1. Enclose the working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to the public.
  - 2. Provide substantial barricades around any shrubs or trees indicated to be preserved.
  - 3. Deliver materials to the Project site over a route designated by the Engineer.
  - 4. Provide any and all dust control required and follow the Applicable air quality regulations as appropriate. If the Contractor does not comply, the FAMD/City shall have the immediate authority to provide dust control and deduct the cost from payments to the Contractor.

5. Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of the Engineer. Contractor shall not unreasonably encumber the Project site with its materials.
  6. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by a civil engineer or land surveyor acceptable to the FAMD/City, at no cost to the FAMD/City.
  7. Ensure that existing facilities, fences and other structures are all adequately protected and that, upon completion of all Work, all facilities that may have been damaged are restored to a condition acceptable to the FAMD/City.
  8. Preserve and protect from injury all buildings, pole lines and all direction, warning and mileage signs that have been placed within the right-of-way.
  9. At the completion of work each day, leave the Project site in a clean, safe condition.
  10. Comply with any stage construction and traffic control plans. Access to residences and businesses shall be maintained at all times, unless otherwise permitted in writing by the FAMD/City.
- D. These precautionary measures will apply continuously and not be limited to normal working hours. Full compensation for the Work involved in the preservation of life, safety and property as above specified shall be considered as included in the prices paid for the various contract items of Work, and no additional allowance will be made therefore.
- E. Should damage to persons or property occur as a result of the Work, Contractor shall be responsible for proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what transpired. The FAMD/City shall be entitled to inspect and copy any such documentation, video, or photographs.

### 3.5 SITE CONDITIONS SURVEYS (NOT USED)

### 3.6 SUBMITTAL REQUIREMENTS FOR RECORD DRAWINGS

- A. General. The Contractor shall furnish all materials and perform all Work required for furnishing submittals to FAMD/City in accordance with Contract Documents.
- B. Record Drawings
1. The Contractor shall maintain one record set of Drawings at the Site. On these, it shall mark all Project conditions, locations, configurations, and any other changes or deviations which may vary from the information represented in the original Contract Documents, including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Contract Drawings. Said record drawings shall be supplemented by any detailed sketches

as necessary or directed to fully indicate the Work as actually constructed. These master record drawings of the as-built conditions, including all revisions made necessary by Addenda and Change Orders shall be maintained up-to-date during the progress of the Project. Red ink shall be used for alterations and notes. Notes shall identify relevant Change Orders by number and date.

2. For all Projects involving the installation of any pipeline, Contractor shall survey and record the top of the pipe at a minimum of every 100 linear feet, and at each bend, recording both the horizontal and vertical locations.
  3. Record drawings shall be accessible to FAMDCity's Representative at all times during the construction period. Failure on the Contractor's part to keep record drawings current could result in withholding partial payment.
  4. Upon Completion of the Project and as a condition of final acceptance, the Contractor shall finalize and deliver a complete set of Record Drawings to FAMDCity's Representative. The information submitted by the Contractor will be assumed to be correct, and the Contractor shall be responsible for, and liable to FAMDCity, for the accuracy of such information, and for any errors or omissions which may or may not appear on the Record Drawings.
- C. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete the Record Drawings shall be included in Contractor's bid and distributed in the Schedule of Pay. No additional compensation shall be made to the Contractor for this Work.

### 3.7 MATERIALS

#### A. Materials to be Furnished by the Contractor

1. Inspection of Materials. Materials furnished by the Contractor which will become a part of the Project shall be subject to inspection at any one or more of the following locations, as determined by FAMDCity's Representative: at the place of production or manufacture, at the shipping point, or at the site of the Work. To allow sufficient time to provide for inspection, the Contractor shall submit to FAMDCity's Representative, at the time of issuance, copies of purchase orders or other written instrument confirming procurement of the materials, including drawings and other pertinent information, covering materials on which inspection will be made.
2. No later than fourteen (14) Days prior to manufacture of material, Contractor shall inform FAMDCity's Representative, in writing, the date the material is to be manufactured.
3. Contractors Obligations. The inspection of materials at any of the locations specified above or the waiving of the inspection thereof shall not impact whether the materials and equipment conform to the Contract Documents. Contractor will not be relieved from furnishing materials meeting the requirements of the Contract Documents due to FAMDCity's inspection or lack of inspection of the equipment or materials. Acceptance of any materials will be made only after materials are installed in the Project.

4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to accommodate FAMDCity's testing efforts, including any travel required by Contractor's forces, shall be included in Contractor's bid and distributed in the Schedule of Pay Items related to the materials requiring testing. No additional compensation shall be made to the Contractor for this Work.

### 3.8 LOCAL CONDITIONS AND REQUIREMENTS

#### A. Access to Work and Haul Routes

1. General. All work on the rights-of-way necessary for access to the Site shall be performed by the Contractor.
2. Access, Damage, Restoration. The Contractor shall make his own investigation of the condition of available public or private roads and of clearances, restrictions, bridge-load limits, permit or bond requirements, and other limitations that affect or may affect transportation and ingress or egress at the Site. Claims for changes in Contract Price or Contract Times arising out of the unavailability of transportation facilities or limitations thereon shall not be considered by FAMDCity.
3. The Contractor shall maintain and repair any damage arising out of Contractor's operations to all roads used during construction of the Project, and upon completion of all Work, but prior to final acceptance, the roads shall be restored to their original condition. Prior to using any road for access to the Site, the Contractor shall conduct a photograph and/or video survey of the roadway with a copy submitted to FAMDCity's Representative.
4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

- B. Power. Contractor shall provide at its own expense all necessary power required for operations under the contract. The Contractor shall provide and maintain in good order such modern equipment and installations as shall be adequate in the opinion of the Engineer to perform in a safe and satisfactory manner the Work required by the contract.

#### C. Construction Water (See Technical Specifications)

#### D. Operation of Existing Water Facilities (See Technical Specifications)

#### E. Construction at Existing Utilities

1. General. Where the Work to be performed crosses or otherwise interferes with water, sewer, gas, or oil pipelines; buried cable; or other public or private utilities, the Contractor shall perform construction in such a manner so that no damage will result to either public or private utilities. It shall be the responsibility of the

Contractor to determine the actual locations of, and make accommodations to maintain, all utilities.

2. **Permission, Notice and Liability.** Before any utility is taken out of service, permission shall be obtained by the Contractor from the owner. The owner, any impacted resident or business owner and the FAMD/City Representative will be advised of the nature and duration of the utility outage as well as the Contractor's plan for providing temporary utilities if required by the owner. The Contractor shall be liable for all damage which may result from its failure to maintain utilities during the progress of the Work, and the Contractor shall indemnify FAMD/City as required by the Contract Documents from all claims arising out of or connected with damage to utilities encountered during construction; damages resulting from disruption of service; and injury to persons or damage to property resulting from the negligent, accidental, or intentional breaching of utilities.
3. **Cost.** Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

F. Traffic Control (not used)

G. Cleaning Up

1. Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment. Contractor shall not store debris under, in, or about the premises. Contractor shall also clean all asphalt and concrete areas to the degree necessary to remove oil, grease, fuel, or other stains caused by Contractor operations or equipment. The use of water, resulting in mud on streets, will not be permitted as substitute for sweeping or other methods. Dust control may require having a water truck onsite for the duration of the project, and/or use of temporary hoses and pipelines to convey water.
2. Contractor shall fully clean up the site at the completion of the Work. If the Contractor fails to immediately clean up at the completion of the Work, the FAMD/City may do so and the cost of such clean up shall be charged back to the Contractor.

### 3.9 ENVIRONMENTAL QUALITY PROTECTION

A. Environmental Conditions

NOT USED.

B. Landscape and Vegetation Preservation

1. **General.** The Contractor shall exercise care to preserve the natural landscape and vegetation, and shall conduct operations so as to prevent unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the Work.

2. Damage and Restoration. Movement of crews and equipment within the rights-of-way and over routes provided for access to the Work shall be performed in a manner to prevent damage to property. When no longer required, construction roads shall be restored to original contours.
3. Upon completion of the Work, and following removal of construction facilities and required cleanup, land used for construction purposes and not required for the completed installation shall be scarified and regraded, as required, so that all surfaces are left in a condition that will facilitate natural revegetation, provide for proper drainage, and prevent erosion.
4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

C. Protected Species

1. General. If, in the performance of the Work, evidence of the possible occurrence of any Federally listed threatened or endangered plant or animal is discovered, the Contractor shall notify the FAMD/City Representative immediately, giving the location and nature of the findings. Written confirmation of the evidence, location and nature of the findings shall be forwarded to FAMD/City within 2 Days.
2. Procedures. The Contractor shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the endangered plant or animal.

If directed by the FAMD/City Representative, Contractor will refrain from working in the immediate area, suspend the Work in its entirety, or alter its performance to ensure full compliance with all applicable permits, laws and regulations. Any FAMD/City directed changes to the Work as a result of a siting will be pursuant to the Contract Documents.

3. False Siting. Any costs or delays incurred by FAMD/City or the Contractor due to unreasonable or false notification of an endangered plant or animal will be borne by the Contractor.
4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to comply with this paragraph, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

D. Preservation of Historical and Archeological Resources

1. General. If, in the performance of the Work, Contractor should unearth cultural resources (for example, human remains, animal bones, stone tools, artifacts and/or midden deposits) through excavation, grading, watering or other means, the Contractor notify the Construction/Archeological Monitor and/or the FAMD/City Representative immediately, giving the location and nature of the findings. Written confirmation of the evidence, location and nature of the findings

shall be forwarded to the Construction/Archeological Monitor and/or FAMD/City within 2 Days.

2. Procedures. The Contractor shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the cultural resource.

If directed by the FAMD/City Representative, Contractor will refrain from working in the immediate area, suspend the Work in its entirety, or re-sequence and/or alter its performance to ensure full compliance with all applicable permits, laws and regulations. Should the presence of cultural resources be confirmed, the Contractor will assist the FAMD/City Representative and the Construction/Archeological Monitor in the preparation and implementation of a data recovery plan. The Contractor shall provide such cooperation and assistance as may be necessary to preserve the cultural resources for removal or other disposition. Any FAMD/City directed changes to the Work as a result of the cultural resource will be pursuant to the Contract Documents.

3. Contractor's Liability. Should Contractor, without permission, injure, destroy, excavate, appropriate, or remove any cultural resource on or adjacent to the Site, it will be subject to disciplinary action, arrest and penalty under applicable law. The Contractor shall be principally responsible for all costs of mitigation and/or restoration of cultural resources related to the unauthorized actions identified above. Contractor shall be required to pay for unauthorized damage and mitigation costs to cultural resources (historical and archeological resources) as a result of unauthorized activities that damage cultural resources and shall indemnify FAMD/City pursuant to the Contract Documents.
4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to comply with this paragraph, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

E. Dust and Pollution Control (See Technical Specifications)

F. Fugitive Dust (See Technical Specifications)

G. Management of Storm, Surface and Other Waters

1. Storm water, surface water, groundwater, and nuisance, or other waters may be encountered at various times during construction of the Project. Federal and State laws require the FAMD/City and its contractors to manage such waters pursuant to the requirements of California State Water Resources Control Board Order Number 2009-0009-DWQ, the Federal Clean Water Act, and the California Porter Cologne Water Quality Control Act. Contractor acknowledges that it has investigated the risk arising from such waters in conjunction with the Project, and assumes any and all risks and liabilities arising therefrom.
2. The Contractor shall perform all construction operations in such a manner as to comply, and ensure all subcontractors to comply, with all applicable Federal, State, and local laws, orders, and regulations concerning the control and abatement



of water pollution; and all terms and conditions of any applicable permits issued for the Project. In the event there is a conflict between Federal, State, and local laws, regulations, and requirements, the most stringent shall apply.

3. Contractor violations. If noncompliance should occur, the Contractor shall report this to the FAMD/City Representative immediately, with the specific information submitted in writing within 2 Days. Consistent violations of applicable Federal, State, or local laws, orders, regulations, or Water Quality Standards may result in FAMD/City stopping all site activity until compliance is ensured. The Contractor shall not be entitled to any change in Contract Price or Contract Times, claim for damage, or additional compensation by reason of such a work stoppage. Corrective measures required to bring activities into compliance shall be at the Contractor's expense.
4. Compliance with Construction General Storm water Permit. Contractor shall be required to comply with all aspects of the State Water Resources Control Board (State Board) Water Quality Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity (Permit) for all projects that involve construction on or disturbance of one acre or more of land or which are part of a larger common area of development.
  - (a) Contractor shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP) for the Project site based on the appropriate Risk Level requirements, and draft and coordinate submittal of all Permit related documents with FAMD/City's Legally Responsible Person and/or Authorized Signatory as those terms are defined in the Permit. The Contractor shall submit the SWPPP to the FAMD/City Representative for review not less than fifteen (15) Days prior to the start of on- site construction work. FAMD/City will file the Notice of Intent and pay the filing fee.
  - (b) The SWPPP shall be developed by a Qualified SWPPP Developer and implemented by a Qualified SWPPP Practitioner as those terms are defined in the Permit and shall include industry standard requirements for water quality control including but not be limited to the following:
    - (1) Sediment and erosion control measures to manage sediment and erosion including vegetative practices, structural control, silt fences, straw dikes, sediment controls or operator controls as appropriate. Storm water management measures shall be instituted as required, including velocity dissipaters, and solid waste controls shall address controls for building materials and offsite tracking of sediment.
    - (2) Wastewater and storm water management controls to divert offsite surface flows around the Project site and to divert surface flows within the Project area away from areas of open earth or stockpiles of building and other materials. Wastewater from general construction activities, such as drain water collection, aggregate processing, concrete batching, drilling, grouting, or other construction operations, shall not enter flowing or dry watercourses without having met the authorized non-storm water discharge requirements listed in State Board Water Quality Order No. 2009-0009-DWQ, Section III.C., including proper notification to the

Regional Water Board.

- (3) Pollution prevention measures including methods of dewatering, unwatering, excavating, or stockpiling earth and rock materials which include prevention measures to control silting and erosion, and which will intercept and settle any runoff of sediment-laden waters.
  - (4) Turbidity prevention measures for prevention of excess turbidity including, but are not restricted to, intercepting ditches, settling ponds, gravel filter entrapment dikes, flocculating processes, recirculation, combinations thereof, or other approved methods that are not harmful to aquatic life. All such wastewaters discharged into surface waters, shall contain the least concentration of settleable material possible, and shall meet all conditions of section 402, the National Pollutant Discharge Elimination System (NPDES) permit.
  - (5) Overall construction site management measures to address changes at the Project site as the Project moves through different phases and changes that account for rainy and dry season management practices.
  - (6) Pollution control measures and construction activity methods that will prevent entrance, or accidental spillage, of solid matter, contaminants, debris, or other pollutants or wastes, into streams, flowing or dry watercourses, lakes, wetlands, reservoirs, or underground water sources. Such pollutants and wastes include, but are not restricted to: refuse, garbage, cement, sanitary waste, industrial waste, hazardous materials, radioactive substances, oil and other petroleum products, aggregate processing, tailings, mineral salts, and thermal pollution.
  - (7) Control measures for stockpiled or deposited materials prohibiting the stockpile or deposit of excavated materials, or other construction materials, near or on stream banks, lake shorelines, or other watercourse perimeters where they can be washed away by high water or storm runoff, or can, in any way, encroach upon the watercourse.
  - (8) Develop and implement a Rain Event Action Plan (REAP), if required, that must be designed and implemented to protect all exposed portions of the site 48 hours prior to any likely precipitation event.
  - (9) Monitoring, reporting and record keeping, as necessary to achieve compliance with applicable Permit requirements, including but not limited to annual reports and rain event reports.
- (c) Before any Permit related documents, including the SWPPP, rain event reports, or annual reports may be submitted to the State Board or implemented on the Project site, they must first be reviewed and approved by FAMDCity.
- (d) FAMDCity retains the right to procure and maintain coverage under the Permit for the Project site if the Contractor fails to draft a SWPPP or other Permit related document, or fails to proceed in a manner that is satisfactory to FAMDCity. FAMDCity reserves the right to implement its own SWPPP at the Project site, and hire additional contractors to maintain compliance. Whether Contractor has adequately maintained compliance with the Permit shall be

FAMD/City's sole determination. In the event that Contractor has failed or is unable to maintain compliance with the Permit, any costs or fines incurred by FAMD/City in implementing a SWPPP, or otherwise maintaining compliance with the Construction General Permit shall be paid by the Contractor.

- (e) Failure to implement the SWPPP or otherwise comply with the Permit is a violation of federal and state law. Contractor hereby agrees to indemnify FAMD/City as required by the Contract Documents for any noncompliance or alleged noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of FAMD/City. FAMD/City may seek damages from Contractor for delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit.
- 5. In addition to compliance with the Permit, Contractor shall comply with the lawful requirements of any applicable municipality, district, drainage district, flood control district, and other local agencies regarding discharges of storm water, surface water, groundwater or other nuisance waters off of the Project site.
- 6. Oil storage tanks management.
  - (a) Storage tank placement. All oil or other petroleum product (hereinafter referred to collectively as oil) storage tanks shall be placed at least 20 feet from streams, flowing or dry watercourses, lakes, wetlands, reservoirs, and any other water source.
  - (b) Storage area dikes. Storage areas shall be diked at least 12 inches high or graded and sloped to permit safe containment of leaks and spills equal to the capacity of all tanks and/or containers located within each area, plus a sufficient amount of freeboard to contain the 25-year rainstorm.
  - (c) Diked area barriers. Diked areas shall have an impermeable barrier at least 10 mils thick. Areas used for refueling operations shall have an impermeable liner at least 10 mils thick buried under 2 to 4 inches of soil.
  - (d) Spill Prevention Control and Countermeasure Plan (SPCC). Where the location of a construction site is such that oil from an accidental spillage could reasonably be expected to enter into or upon the navigable waters of the United States or adjoining shorelines, and the aggregate storage of oil at the site is over 1,320 gallons or a single container has a capacity in excess of 660 gallons, the Contractor shall prepare an SPCC Plan. The Contractor shall submit the SPCC Plan to the Engineer at least 30 days prior to delivery or storage of oil at the site. The Plan must have been reviewed and certified by a registered professional engineer in accordance with 40 C.F.R., part 112
- 7. Underground tank prohibition. The Contractor shall not use underground storage tanks.
- 8. Construction safety standards. The Contractor shall comply with the sanitation and potable water requirements of Section 7 of United States Bureau of Reclamation's publication "Reclamation Safety And Health Standards."

9. Other Permits.

- (a) Other permits applicable to the Project are listed in the Special Conditions. The Contractor shall obtain all other necessary licenses and permits.
- (b) Monitoring. The Contractor is required to conduct monitoring in order to meet the requirements of the permits, which may include sampling, testing and inspections.
- (c) Recordkeeping. The Contractor shall retain all records and data required by the permits for the time specified in the contract.

10. Cost. Except as specified herein, the cost of complying with this section shall be included in the Schedule of Pay Items for work which necessitate the water pollution prevention measures required by this paragraph.

**END OF GENERAL REQUIREMENTS**

## 02 00 00 – FEDERAL (FEMA) REQUIREMENTS

The following Federal Provisions and the attached exhibits herewith become binding on the contractor(s) and incorporated in the Bid Document in their entirety:

### **PART 1 – EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts

pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## **PART 2 -- COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The FAMDCity of Indian Wells shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause

requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

### **PART 3 -- CLEAN AIR ACT**

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the FAMD/City of Indian Wells and understands and agrees that the FAMD/City of Indian Wells will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the FAMD/City of Indian Wells and understands and agrees that the FAMD/City of Indian Wells will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### **PART 4 -- DEBARMENT AND SUSPENSION**

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal



Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **PART 5 – BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification. **(Certification on following page):**

## APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

## **PART 6 -- PROCUREMENT OF RECOVERED MATERIALS**

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
  - (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - (b) Meeting contract performance requirements; or
  - (c) At a reasonable price.
2. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

## **PART 7 -- ACCESS TO RECORDS**

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the FAMD/City of Indian Wells, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the FAMD/City of Indian Wells and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

## **PART 8 -- DHS SEAL, LOGO, AND FLAGS**

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**PART 9 -- COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**PART 10 -- NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**PART 11 -- PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

**END OF FEDERAL (FEMA) REQUIREMENTS**

## **03 00 00 – TECHNICAL SPECIFICATIONS (PROJ. NO. P3 – 05.2023)**

### **PRIORITY THREE FAMD ROAD REHABILITATION**

**THE FOLLOWING TECHNICAL SPECIFICATIONS ARE INCORPORATED HEREIN BY REFERENCE AS IF SET FORTH IN THEIR ENTIRETY:**

All work shall be performed in accordance with these Technical Provisions, the City of Indian Wells Standard Plans (Plans), the Standard Specifications for Public Works Construction (SSPWC; latest edition), or the State Standard Specifications (SSS) if so designated. In the event of any inconsistency between the Special Provisions/Plan, the SSPWC, or the SSS, the Special Provisions/Plan shall prevail.

#### **SECTION 1 – STORM WATER POLLUTION PREVENTION PLAN (SWPPP)**

The Contractor shall prepare a Storm Water Pollution Prevention Plan (SWPPP) in compliance with the National Pollution Discharge Elimination System (NPDES) regulations. SWPPP shall be submitted for review and approval to the Regional Water Quality Control Board (RWQCB) along with submittal of a Notice of Intent (NOI). Issuance of a Notice to Proceed may not occur prior to issuance of a WDID number by the RWQCB.

The lump sum price paid for preparation and submittal of the SWPPP shall include full compensation for furnishing all labor, materials, and equipment as necessary, and no additional compensation shall be allowed.

#### **SECTION 2 – CONSTRUCTION DEMOLITION & DEBRIS MANAGEMENT PLAN**

Designated recyclable and reusable solid waste materials may be generated as a result of this project. In accordance with City of Indian Wells ordinances pertaining to recyclable and reusable materials, the Contractor shall contact the City's Recycling Coordinator to determine if a Construction, Demolition and Debris Management Plan (CDDMP) must be prepared for this project and submitted to the City prior to issuance of the Notice to Proceed. The Notice to Proceed will not be issued until after approval of the CDDMP.

The Waste Management Plan shall reflect a minimum diversion of 50% and a goal of 70% of recyclable and reusable solid waste materials generated by this project. The Contractor shall coordinate the completion and execution of the Waste Management Plan with the City's Recycling Coordinator.

Recyclable and reusable materials may include, but not be limited to soil, sod, plant materials, wood, asphalt, brick, concrete, pavers, electrical fixtures, mechanical equipment, masonry building materials, all metals, cardboard, wood waste including dimensional lumber, fencing or construction wood that is not chemically treated, creosoted, CCA pressure treated, contaminated, or painted.

If approved by the City/FAMD and the City's Recycling Coordinator, the Contractor may utilize any recyclers or processors provided that the Contractor submits written evidence that said facilities are operating in compliance with all state, federal and local laws. Contractor is liable and responsible for any illegal dumping activities for any and all materials generated at the job site.

Bi-monthly updates will be required to be submitted showing waste generated tonnage data, total tonnage, tonnage diverted, and tonnage land filled supported by original or certified photocopies of receipts, weight tags or tickets or other records of volume or weight measurement from recycling companies, deconstruction contractors, and/or disposal companies or haulers or the landfill where disposed. If the CDDMP is deemed noncompliant a "Stop Work" order may be issued.

The contractor shall not be required to submit any fees to the City/FAMD or the City's Recycling Coordinator for review and approval of the CDDMP. Payment to the contractor for the CDDMP shall be included in all the items of work, and no additional compensation shall be allowed.

### **SECTION 3 - WATER**

The Contractor shall make its own arrangements to obtain water for use with this project. It shall be the responsibility of the Contractor to pay the Coachella Valley Water District for construction water meter(s) and any deposits required if water is sourced from fire hydrants or blow offs. Water shall not be taken from any on-site residential or irrigation systems without the express written consent of the City/FAMD. The cost to furnish, utilize and apply water shall be included in all the items of work and no additional compensation shall be allowed.

### **SECTION 4 - FUGITIVE DUST CONTROL APPLICATION AND PLAN**

The Contractor shall comply with the City of Indian Wells' Municipal Code, Chapter 8.20, "Fugitive Dust Control", and shall complete and submit a Fugitive Dust Control Application and Fugitive Dust Control Plan (Plan) for review and approval by the FAMD/City's representative. The fee typically collected by the City for review and approval of the Plan shall be waived for this project.

The Contractor shall be responsible for watering the work area where dust is generated from public traffic, Contractor's operations, and wind. Contractor's area of operations includes areas outside of the roadbed limits where excavation, fill, or stockpiling of dirt or debris has taken place. The Contractor is responsible for monitoring all of the above-described areas in the project area during the life of the project, including holidays and weekends.

Payment for preparation and submittal of Fugitive Dust Control Application and Plan and for maintaining dust control and air contaminants within the project area shall be included in all the items of work and no additional compensation shall be allowed.

### **SECTION 5 - TRAFFIC CONTROL**

All traffic control methods and devices shall be in accordance with the California Manual of Uniform Traffic Control Devices, Temporary Traffic Control (latest edition). If requested by the City/FAMD's representative, the Contractor shall provide a traffic control plan to the agency for approval no later than fourteen (14) days prior to the scheduled commencement of work. Comments and corrections shall be returned to the Contractor within five (5) working days. Traffic control shall conform to the following requirements:

- a. All streets shall always remain open to through traffic, including but not limited to providing access for emergency vehicles.
- b. The Contractor shall provide to the City/FAMD a schedule of all work activities (tasks) a minimum of fourteen (14) working days prior to each task. Sufficient

information shall be provided to enable the City/FAMD to mail appropriate notices to residents affected by the work.

- c. Although the scope of this work may prevent residents and motorists from full and unlimited access to and from their respective residences, the Contractor shall make every effort to reasonably accommodate residents if possible.
- d. All traffic controls and safety devices, equipment and materials, including but not limited to cones, delineators, flashing warning lights, barricades, high level warning devices (flag trees), flags, signs, markers, portable barriers, flashing arrow signs, markings, and flagging equipment shall be provided and maintained in "like new" condition.
- e. The Contractor shall furnish and properly install, construct, erect, use, and continuously inspect and maintain, twenty-four (24) hours per day, seven (7) days per week, all said devices, equipment and materials and all temporary and permanent pedestrian and driving surfaces as necessary to provide for the safety and convenience of, and to properly warn, guide, control, regulate, channelize and protect the vehicular traffic, pedestrian traffic, project workers, and the public throughout the entire limits of the work activity and beyond said limits as necessary to include area affecting or affected by the work, from the start of work to the completion of the work.
- f. High-level warning devices (flag trees) are always required for any work being performed within the roadway unless otherwise specifically authorized by the City/FAMD's Representative.
- g. All barricades shall be equipped with flashing warning lights, and all traffic cones shall be no less than 28" in height, except that shorter cones, 12" high or higher, may be used during striping maintenance operations where the only function of the cones is to protect the wet paint from the traffic.
- h. No lane closure shall be permitted prior to 8:00 a.m., and shall not be permitted after 4:00 p.m. Arrow boards shall be required for all lane closures.
- i. Any traffic control and safety devices and equipment being used which becomes damaged, destroyed, faded, soiled, misplaced, worn out, inoperative, lost, or stolen shall be promptly repaired refurbished and/or replaced, and any traffic control and safety devices and equipment being used which are displaced or not in an upright position, shall be promptly returned or restored to their proper position.
- j. An unobstructed view of all signs and warning devices including but not limited to stop signs, stop ahead signs, street names signs, and other regulatory, warning and construction signs, markers, and warning devices shall be maintained at all times. No trucks or other equipment or materials shall be stopped, parked, or otherwise placed so as to obscure said signs, markers and devices from the view of vehicular and/or pedestrian traffic to which it applies.
- k. When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall yield to said public traffic at all times,

except where the traffic is being controlled by police officers, fire officers, properly trained and experienced flaggers, or at traffic signalized intersections.

- l. Stockpiling and/or storage of materials on any public right-of-way or parking areas will not be allowed without specific permission of the Engineer. Materials spilled along or on said right-of-way or parking areas shall be removed completely and promptly. All stockpile and/or storage areas shall be kept in a safe, neat, clean, and orderly fashion, and shall be restored to equal or better than original condition upon completion of the work.
- m. Should the Contractor be neglectful, negligent, or refuse, fail, or otherwise be unavailable to promptly, satisfactorily, and fully comply with the provisions specified and referred to hereinabove, the City/FAMD reserves the right to correct and/or mitigate any situation, which in the sole opinion of the City's Engineer constitutes a serious deficiency and/or serious case of noncompliance, by any means at its disposal at the Contractor's and/or permittee's expense, and will deduct the cost therefor from the Contractor's progress or final payments. Such corrective action taken by the City/FAMD shall not reduce or abrogate the Contractor's legal obligations and liability for proper traffic control and safety measures and shall not serve to transfer said obligations and liabilities from the Contractor to the City/FAMD or the City/FAMD's agents.
- n. Violations of any of the above provisions and/or provisions of the referenced publications, unless promptly and completely corrected to the satisfaction of the City's Engineer, shall, at the sole discretion of the City/FAMD, be grounds for termination of the Contract, or shut down or partial shutdown of the work, without compensation to the Contractor and/or permittee, or liability to the City/FAMD, all as prescribed by contractual obligation or State law, whichever is applicable.
- o. The Contract item "Traffic Control" shall include labor, flagmen, lights, barricades, signs, materials, and equipment necessary to ensure that the vehicular traffic conforms to requirements as set forth in this section and as shown on the drawings.
- p. Payment for "Traffic Control Plan" shall be included in the pay item for "Traffic Control." Payment for "Traffic Control" shall be based on the percentage of total work completed on other items as of each pay estimate. Full compensation for compliance with the provisions specified and referred to herein shall be considered as being fully included in the Contract bid item of Traffic Control.

## **SECTION 6 – COLD MILL ASPHALT CONCRETE PAVEMENT**

This work shall include cold mill existing asphalt concrete pavement to a depth of 2.5 inches the whole width of the roadway from asphalt edge to asphalt edge. Cold milling shall be in accordance with subsection 404 of the Standard Specifications, and as described herein. Cold milling operations shall be scheduled to minimize the time between when the pavement is milled, and the permanent surfacing is placed. Excess material is the responsibility of the contractor to dispose and should be included in the bid price.

The noise level created by the combined planning operation shall not exceed 85 dba at 50-feet at right angles to the direction of travel. The Contractor shall take all necessary measures to avoid dispersion of dust during the cold milling operation.



Asphalt milling material (grindings) shall be removed from the site in accordance with the CDDMP, shall not be permitted to flow into the gutters or other drainage facilities. In the event grindings are not included in the CDDMP, disposal shall be in accordance with subsection 404-8 of the Standard Specifications.

The Unit Price paid per linear foot for Cold Mill Asphalt Pavement, regardless of width, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all the work involved, and no additional compensation shall be allowed.

## **SECTION 7 – PULVERIZE PAVEMENT**

**Pavement within 12-inches of base or native material shall be pulverized.**

Subgrade preparation shall conform to Section 301-1 of the Standard Specifications. The roadbed material shall be moisture conditioned and compacted to a relative compaction of 90 percent to a depth of 6 inches below the surface of the roadbed subgrade, as determined by California Test Method No. 231, or as directed by the inspector.

Tack coat shall be applied conforming to the provisions of Section 302-5.4 of the Standard Specifications. Tack coat shall be applied to all vertical surfaces to be joined including asphalt concrete pavement, PCC improvements, and utility structures.

Distribution, spreading and compacting of Asphalt Concrete shall conform to the provisions of Section 302-5 of the Standard Specifications.

The Unit Price paid per square foot for Pavement placement shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all the work involved, and no additional compensation shall be allowed.

## **SECTION 8 – ASPHALT CONCRETE OVERLAY**

The existing asphalt pavement within the project limits shall receive a 3" thick Asphalt Concrete Hot Mix (ACHM) Overlay. Materials for ACHM overlay shall conform to the requirements of Section 203-6 of the Standard Specifications. Asphalt Concrete Hot Mix shall be placed as directed by the Engineer, and in accordance with the methods of Section 203-6 of the Standard Specifications.

**Finish Course ACHM shall be C2 PG70 -10 ½ maximum aggregate size for overlay (and shall conform to the requirements of section 203-6.)**

Contractor shall provide a high standard of smoothness for the finished surface. The completed surfacing shall be thoroughly compacted, smooth and free from ruts, humps, depressions, or irregularities. Any ridges, indentation or other objectionable marks left in the surface of the asphalt concrete hot mix shall be eliminated by rolling or other means.

The transverse slope of the finished surface shall be uniform to a degree such that no depressions greater than 1/8 inch are present when tested with a straightedge 10 feet long, laid in a direction transverse to the centerline.

Asphalt Concrete Hot Mix shall be measured and paid at the contract unit price per square feet and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved, as shown on the Location Map/Plan, incorporated exhibits or detail drawings, specifications, as specified herein, and as directed by the Engineer.

**302-5.4 Tack Coat.** Using a tack coat with PG64 -10 on existing hard surfaced pavement at an approximate rate of 0.05 gallon per square yard. Shall be uniformly applied upon the existing pavement preceding the placement of the asphalt concrete. the surface shall be free of water, foreign materials, or dust when the tack coat is applied. To minimize public inconvenience, no greater area shall be treated in any one day than is planned to be covered by asphalt concrete during the same day, unless otherwise approved by City engineer. Payment for the tack coating shall be included in with the ac overlay bid item.

## **SECTION 9 - ADJUST SEWER MANHOLE FRAME AND COVER TO GRADE**

The Contractor shall coordinate the adjustment to grade of sewer manhole frame and covers and sewer cleanout box and covers within the project limits with Coachella Valley Water District (CVWD). The Contractor shall adjust to final grade manhole frames and covers within the project limits or directed by the Engineer. Should manhole frame and covers require replacement due to being worn or unsafe conditions, CVWD will furnish material at no cost to the Contractor. Should the frame and cover be damaged during construction the Contractor shall be responsible for replacement costs. At the time sewer manhole facility is raised to final grade, the Contractor at their expense will raise said facility including any damaged or replacement grade rings required and pour a concrete support collar per CVWD Standard Drawing S-1B.

The Price paid per each for Adjust Sewer Manhole Frame and Cover to Grade shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all the work involved, and no additional compensation shall be allowed.

## **SECTION 11- ADJUST WATER VALVE COVER TO GRADE**

The Contractor shall coordinate the adjustment to grade of water valve covers within the project limits with Coachella Valley Water District (CVWD). The Contractor shall adjust to final grade any valve box (circular or triangular) as shown on the Plans or directed by the Engineer. CVWD current standard for valve boxes is triangular (directional) concrete valve box with cast ring and cover. Should the Contractor encounter any existing circular valve box and should CVWD choose to upgrade to current standard, CVWD will furnish material at no cost to the Contractor. For all triangular valve boxes which may need adjustment, the contractor is the salvage the existing triangular valve box. In case where the triangular valve box cannot be salvaged, all costs to replace are at the Contractor's expense. If the existing valve can pipe material is in poor condition, CVWD may choose to provide new valve can pipe material at no cost to the Contractor unless the valve can is damaged by the Contractor. At the time water facility is raised to final grade, the Contractor at their expense will raise said facility and pour a concrete support collar per **CVWD Standard Drawing No. W-17.**

The Unit Price paid per each for Adjust Water Valve Cover to Grade shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all the work involved, and no additional compensation shall be allowed.

## **SECTION 12 – ALL PAVEMENT MARKERS AND STRIPING (item 11)**

The contractor shall furnish the necessary control points for all striping and markings and shall be responsible for the completeness and accuracy thereof to the satisfaction of the City engineer. The contractor shall perform all layout, alignment and striping layout for traffic strips and markings. traffic striping shall not vary by more than a ½ inch in 50 ft from the existing alignment out in the field and using old plans as a reference to replace in kind.

The dimensional details of the stripes and markings shall conform to the provisions set forth in the California Manual on Uniform Traffic Control Devices (CAMUTCD)

Materials shall conform to the provisions in section 84-2.02 Materials of the state standard specifications and these special provisions.

**A MINIMUM OF 7 DAYS AND MAXIMUM OF 14 DAYS SHALL ELAPSE BETWEEN APPLICATION OF THE FIRST AND SECOND COAT OFS OF PAINT AND MARKERS TO BE INSTALLED WITH 2<sup>ND</sup> COAT.**

#### **THE PAINT FOR TRAFFIC STRIPING AND MARKINGS**

- 1. High Performance Water borne, Rapid Dry, white- High Build Traffic Paint**
- 2. High Performance Water borne, Rapid Dry, yellow- High Build Traffic Paint**

All Lines, Legends, Crosswalks, Limit Lines, Shapes shall be painted. Words and Arrows shall include the following: **SIGNAL AHEAD, YIELD, TYPE 2 LEFT AND RIGHT ARROWS.(PER CALTRANS STANDARD PLANS A24A, A24B,A24D, FIGURE 3A-104 DETAIL 29 A20B,3A-102 DETAIL 12 A20A a20d detail 38)**

The Contractor shall replace any blue (yellow, white) raised reflective pavement markers (RPM's) within the project limits. The Rpm's shall be placed per Figure 3B-102(CA), "Examples of Fire Hydrant Location Pavement Markers", as shown in the California MUTCD and/or as instructed by the City Inspector.

Pavement markers shall conform to the provision in Section 3B.11, "Pavement Markers," of the California MUTCD and these special provisions. Reflective pavement markers shall be 3M brand, Series 290, Avery-Dennison Brand Model 953 or approved equal. Adhesive for pavement markers shall conform to Section 95-2.04 "Rapid Set Epoxy Adhesive for Pavement Markers", of the State Standard Specifications.

Payment for striping and paving markings shall be included in the lump sum unit price. **6a through 6j are just for reference to scope of work with striping and pavement markers works to be bid in a lump sum.**

for striping and pavement markers and shall include full compensation for furnishing all labor, materials , tools, equipment and incidentals and for doing all the work involved in traffic stripes, and pavement markings, including establishing alignment for stripe and layout work as shown on the plans and as required in the specifications.

#### **SECTION 13 - RE-ESTABLISH SURVEY MONUMENT**

This work shall include the re-establishment of existing survey monuments that will be disturbed or obliterated during construction including the following:

- Preparation of pre-construction corner records by a licensed surveyor for each monument and filing the corner records with the County Surveyor
- Re-setting of survey monuments after construction by a licensed surveyor
- Preparation of post-construction corner records by a licensed surveyor for each monument and filing the corner records with the County Surveyor

The Contractor shall submit copies of the pre-construction corner records to the Engineer for approval prior to beginning any work that may disturb any survey monument.

Survey monuments that are not properly reestablished by the Contractor after construction will be re-established by the City/FAMD and this cost will be deducted from the Contractors' final invoice. The Contractor shall submit copies of the recorded post-construction corner records to the Engineer with the Contractor's final invoice.

The Unit Price paid per each for Re-Establish Survey Monument shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all the work involved, and no additional compensation shall be allowed.

#### **END OF TECHNICAL PROVISIONS**

*44-950 Eldorado Drive  
Indian Wells, CA 92210*

**EXHIBIT "A"**  
**CHANGE ORDER FORM**

**City of Indian Wells/FAMD**

*44-950 Eldorado Drive  
Indian Wells, CA 92210*

**Contract Change Order #**

**Project:**

**Change Order No.:**

**Orig. Contract Amt.:** \$                      Days

**Contract No.:**

**Contractor:**

**Prev. Appvd. Changes:** \$                      Days

**Owner:** City of Indian Wells/FAMD

**This Change:** \$                      Days

**Revised Contract Amt.:** \$                      Days

This Change Order covers changes to the subject contract as described herein. The Contractor shall construct, furnish equipment and materials, and perform all work as necessary or required to complete the Change Order items for a lump sum price agreed upon between the Contractor and FAMD/City of Indian Wells, otherwise referred to as Owner.

Item No.	Description of Changes	Increase/ (Decrease) in Contract Amount	Contract Time Extension, Days
1			
2			
	<b>Totals</b>	<b>\$</b>	

This Contract Change Order consists of **2 pages** and any exhibits attached to this Contract Change Order shall not be part of the Contract Change Order unless specifically initialed by or on behalf of both the Contractor and the FAMD/City of Indian Wells.

The amount of the contract will be increased by the sum of \$\_\_\_\_\_ and the contract time shall be extended by working days. The undersigned Contractor approves the foregoing Change Order # as to the changes, if any, in the contract price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in work, and as to the extension of time allowed, if any, for completion of the entire work on account of said Change Order #. The Contractor agrees to furnish all labor and materials and perform all other necessary work, inclusive of the directly or indirectly related to the approved time extension, required to complete the Change order items. This document will become a supplement of the contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the Owner.

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising out of or related to the subject of this Change Order and acknowledges that the compensation (time and cost) set forth herein comprises the total compensation due for the work or change defined in the Change Order, including all impact on any unchanged work. By signing this Change Order, the Contractor acknowledges and agrees that the stipulated compensation includes payment for all Work contained in the Change Order, plus all payment for any acceleration or interruption of schedules, extended overhead costs, delay, and all impact or cumulative impact on all Work under this Contract. The signing of this Change Order acknowledges full mutual accord and satisfaction for the change and that the stated time and/or cost constitute the total equitable adjustment owed the Contractor as a result of the change. The Contractor hereby releases and agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of, or as a result of, this Change Order and/or its impact on the remainder of the Work under the Contract.

Accepted:

(Signature) Contractor’s Authorized Representative

Date

Recommended:

(Signature) **\*\*INSERT NAME, TITLE\*\***

Date

Approved:

(Signature) **\*\*INSERT NAME, TITLE\*\***

Date

Item No.	Justification for Change(s)
1	
2	

This Contract Change Order consists of **2 pages** and any exhibits attached to this Contract Change Order shall not be part of the Contract Change Order unless specifically initialed by or on behalf of both the Contractor and the City of Indian Wells.

# Exhibit "B"

Priority Three Street Rehab								
Street Name	Width	Length	Cul-de-Sac	Total Sq Ft.	Suggested Surface Treatment	AC Repair	Estimate Cost 2020	Contractors Bid
Sandpiper Drive (Club Dr. to Pueblo Rd) Sandpiper Drive Dr. to Pueblo Rd Lateral Parking)	60	1879	0	112,740	Crack Seal (if necessary) & Surface Seal Coat	2500	\$ 33,822.00	
	20	387	0	7740	Crack Seal (if necessary) & Surface Seal Coat		\$ 16,641.00	
Sandpiper Drive (Manitou to Pueblo)	44	1104	0	48576	Crack Seal (if necessary) & Surface Seal Coat	1000	\$ 19,822.00	
Delgado Drive (Sandpiper to Sandpiper)	28	1390	0	38920	Crack Seal (if necessary) & Surface Seal Coat	2000	\$ 22,176.00	
Teton Lane	28	165	5184	9804	Crack Seal (if necessary) & Surface Seal Coat	1000	\$ 8,191.20	
Shasta Lane	28	211	6141	12049	Crack Seal (if necessary) & Surface Seal Coat	1000	\$ 8,864.70	
Cayuga	28	214	4830	10822	Crack Seal (if necessary) & Surface Seal Coat	1000	\$ 14,121.60	
Pueblo Road (Sandpiper to Roadrunner) Roadrunner Drive (includes parking and driveways)	34	433	0	14722	Crack Seal (if necessary) & Surface Seal Coat	1000	\$ 9,666.60	
	33	2626	0	86658	Crack Seal (if necessary) & Surface Seal Coat	1000	\$ 33,872.40	
Pawnee Road	32	440	4050	18130	Crack Seal (if necessary) & Surface Seal Coat	1500	\$ 13,314.00	
Club Drive (Exit to Iroquois)	44	1463	0	46476	Crack Seal (if necessary) & Surface Seal Coat	1500	\$ 46,009.05	
Iroquois Dr. (Club Dr. to Club Terrace)	47	1550	0	72,850	Crack Seal (if necessary) & Surface Seal Coat	1000	\$ 38,089.35	
Club Terrace	30	1323	6786	46,476	Crack Seal (if necessary) & Surface Seal Coat	1000	\$ 19,192.80	
Desi Drive	28	1008	0	28224	Crack Seal (if necessary) & Surface Seal Coat	1000	\$ 13,717.20	
Desi Drive Loop	17	525	0	8925	Crack Seal (if necessary) & Surface Seal Coat	1000	\$ 7,927.50	
Lou Circle	28	131	4860	8525	Crack Seal (if necessary) & Surface Seal Coat	1000	\$ 14,398.80	
Iroquois Dr. (Club Terrace to Delgado)	32	953	0	30496	Crack Seal (if necessary) & Surface Seal Coat	1000	\$ 14,398.80	
Iroquois Dr. (Delgado to Manitou)	42	570	0	23940	Crack Seal (if necessary) & Surface Seal Coat	1000	\$ 12,432.00	
Manitou Drive (Bridge) and Sioux Drive	31	3154	5963	103737	Crack Seal (if necessary) & Surface Seal Coat	2500	\$ 44,246.10	
Sacatan Circle	31	75	9430	11755	Crack Seal (if necessary) & Surface Seal Coat	1000	\$ 8,776.50	
Blackhawk Drive	30	263	0	7890	Crack Seal (if necessary) & Surface Seal Coat	500	\$ 4,992.00	

War Bonnet Circle	31	100	5494	8594	Crack Seal (if necessary) & Surface Seal Coat	500	\$	5,203.20	
Medicine Bow Circle	31	40	4556	5796	Crack Seal (if necessary) & Surface Seal Coat	500	\$	4,363.80	
Pappago Circle	31	250	6365	14115	Crack Seal (if necessary) & Surface Seal Coat	1000	\$	9,484.50	
Quail Run Drive (Bridge to Seminole)	35	1036	0	36260	AC Overlay	500	\$	69,706.00	
Quail Run Drive (Seminole to Cottonwood)	29	1584	5248	51184	AC Overlay	1500	\$	102,565.40	
Cottonwood Cove	30	1477	0	44310	AC Overlay	1500	\$	89,848.50	
Seminole Road	27	855	0	23085	Crack Seal (if necessary) & Surface Seal Coat	1000	\$	12,175.50	
Cherokee Road (Quail Run to Cul-de-Sac)	27	1478	7031	46937	Crack Seal (if necessary) & Surface Seal Coat	1000	\$	19,331.10	
Cherokee Road (Dead End)	19	194	0	3686	Crack Seal (if necessary) & Surface Seal Coat	500	\$	3,730.80	
Dove Road (entrance)	27	125	0	3375	AC Overlay	125	\$	7,912.50	
Dove (end-to-end)	19	307	0	5833	AC Overlay	125	\$	13,197.20	
Misc. Repairs					Repairs to Dove & Quail Run Intersection Drains. Add Drains to Dove Dead End		\$	40,013.50	
				Total Sq. Ft	Estimates are based on the January 2021 Associated Engineering Consultants Payment Management Plan.	Est. Total	\$	782,203.60	





Crack Seal (if necessary) & Surface Seal Coat

AC Overlay





Crack Seal (if necessary) & Surface Seal Coat

AC Overlay





Crack Seal (if necessary) & Surface

AC Overlay





Repairs to Dove Drainage





**FAMD #1**  
**Fire Access Maintenance District**  
An Agency of the City of Indian Wells  
**Indian Wells Country Club Community**

**FIRE ACCESS MAINTENANCE DISTRICT (FAMD) #1**  
**OF THE FAMD/CITY OF INDIAN WELLS, CALIFORNIA**

**CONTRACT DOCUMENTS AND SPECIFICATIONS FOR**

**PRIORITY THREE (P3) ROAD REHABILITATION**  
**IN THE INDIAN WELLS COUNTRY CLUB**  
**(IWCC)**

**June 8, 2023**

**PROJECT NO. P3-05.2023**

**Engineer's Estimate: \$ 782,203.60**

**00 41 43 – BID FORMS**

**1.1 Bid.**

Bids will be received at the Desert Resort Management, 42-635 Melanie Place Ste. 103, Palm Desert, CA 92211, until 3:00 P.M., Friday, July 28, 2022.

**NAME OF BIDDER:** Granite Construction Company

Fire Access Maintenance District #1  
Attn: District Manager Scott Matas  
42-635 Melanie Place, Ste 103  
Palm Desert, CA 92211

The undersigned hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any for the following Project:

**Priority Two Road Rehab (Proj. No. P3-05.2023)**

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project, as described and in strict conformity with the Drawings, and these Specifications for TOTAL BID PRICE indicated herein.

The undersigned acknowledges receipt, understanding, and full consideration of the following addenda to the Contract Documents:

Addenda No. None

1. Attached is the required Bid Guarantee in the amount of not less than 10% of the Total Bid Price.
2. Attached is the completed Designation of Subcontractors form.
3. Attached is the fully executed Noncollusion Declaration form.
4. Attached is the completed Iran Contracting Act Certification form.
5. Attached is the completed Public Works Contractor Registration Certification form.
6. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.
7. Attached is the completed Bidder Information and Experience form.

**A. BID SCHEDULE**

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST
1.	Mobilization	LS	1	51,720.00	51,720.00
2.	Storm Water Pollution Prevention Plan (SWPPP) (\$)	LS	1	100.67	100.67
3.	Fugitive Dust Control	LS	1	550.00	550.00
4.	Construction Survey and Staking – if necessary	LS	1	5,000.00	5,000.00
5.	Sandpiper Drive (Club Dr. to Pueblo Rd)	SF	See Exhibit "B"		
6.	Sandpiper Drive (Club Dr. to Pueblo Rd Lateral Parking)				
7.	Delgado Drive (Sandpiper to Sandpiper)				
8.	Teton Lane				
9.	Shasta Lane				
10.	Cayuga				
11.	Pueblo Road (Sandpiper to Roadrunner)				
12.	Roadrunner Drive (includes parking and driveways)				



NO.	ITEM DESCRIPTION	UNIT OF MEA SURE	EST. QTY.	UNIT PRICE	ITEM COST
13.	Pawnee Road				
14.	Club Drive (Exit to Iroquois)				
15.	Iroquois Dr. (Club Dr. to Club Terrace)				
16.	Club Terrace				
17.	Desi Drive				
18.	Desi Drive Loop				
19.	Lou Circle				
20.	Iroquois Dr. (Club Terrace to Delgado)				
21.	Iroquois Dr. (Delgado to Manitou)				
22.	Manitou Drive (Bridge South) and Sioux Drive				
23.	Sacatan Circle				
24.	Blackhawk Drive				
25.	War Bonnet Circle				

See Exhibit "B"



NO.	ITEM DESCRIPTION	UNIT OF MEA SURE	EST. QTY.	UNIT PRICE	ITEM COST
26.	Medicine Box Circle		See Exhibit "B"		
27.	Pappago Circle				
28.	Quail Run Drive (Bridge South to Seminole)				
29.	Quail Run Drive (Seminole to Cottonwood)				
30.	Cottonwood Cove				
31.	Seminole Road				
32.	Cherokee Road (Quail Run to Cul-de-Sac)				
33.	Cherokee Road (Dead End)				
34.	Dove Road (Dead End)				
35.	Dove Road (end-to-end)				
36.	Repairs to Dove and Quail Run Drainage – add drains to Dove dead end				
<b>Total Bid Amount in Numbers:</b> <b>(Based upon estimated quantities of Items 1 Through 36)</b>					960,235.00

**LF = Linear Feet**  
**LS = Lump Sum**  
**CY = Cubic Yard**  
**SF = Square Foot**

# Exhibit "B"

Priority Three Street Rehab								
Street Name	Width	Length	Cul-de-Sac	Total Sq Ft.	Suggested Surface Treatment	AC Repair	Estimate Cost 2020	Contractors Bid
Sandpiper Drive (Club Dr. to Pueblo Rd) Sandpiper Drive Dr. to Pueblo Rd Lateral Parking)	60	1879	0	112,740	Crack Seal (if necessary) & Surface Seal Coat	2500	\$ 33,822.00	42,841.20
	20	387	0	7740	Crack Seal (if necessary) & Surface Seal Coat		\$ 16,641.00	1,702.80
Sandpiper Drive (Manitou to Pueblo)	44	1104	0	48576	Crack Seal (if necessary) & Surface Seal Coat	1000	\$ 19,822.00	17,973.12
Delgado Drive (Sandpiper to Sandpiper)	28	1390	0	38920	Crack Seal (if necessary) & Surface Seal Coat	2000	\$ 22,176.00	22,962.80
Teton Lane	28	165	5184	9804	Crack Seal (if necessary) & Surface Seal Coat	1000	\$ 8,191.20	9,411.84
Shasta Lane	28	211	6141	12049	Crack Seal (if necessary) & Surface Seal Coat	1000	\$ 8,864.70	9,880.18
Cayuga	28	214	4830	10822	Crack Seal (if necessary) & Surface Seal Coat	1000	\$ 14,121.60	9,631.58
Pueblo Road (Sandpiper to Roadrunner)	34	433	0	14722	Crack Seal (if necessary) & Surface Seal Coat	1000	\$ 9,666.60	10,452.62
Roadrunner Drive (includes parking and driveways)	33	2626	0	86658	Crack Seal (if necessary) & Surface Seal Coat	1000	\$ 33,872.40	25,997.40
Pawnee Road	32	440	4050	18130	Crack Seal (if necessary) & Surface Seal Coat	1500	\$ 13,314.00	14,866.60
Club Drive (Exit to Iroquois)	44	1463	0	46476	Crack Seal (if necessary) & Surface Seal Coat	1500	\$ 46,009.05	20,914.20
Iroquois Dr. (Club Dr. to Club Terrace)	47	1550	0	72,850	Crack Seal (if necessary) & Surface Seal Coat	1000	\$ 38,089.35	23,312.00
Club Terrace	30	1323	6786	46,476	Crack Seal (if necessary) & Surface Seal Coat	1000	\$ 19,192.80	17,660.88
Desi Drive	28	1008	0	28224	Crack Seal (if necessary) & Surface Seal Coat	1000	\$ 13,717.20	13,547.52
Desi Drive Loop	17	525	0	8925	Crack Seal (if necessary) & Surface Seal Coat	1000	\$ 7,927.50	9,192.75
Lou Circle	28	131	4860	8525	Crack Seal (if necessary) & Surface Seal Coat	1000	\$ 14,398.80	9,121.75
Iroquois Dr. (Club Terrace to Delgado)	32	953	0	30496	Crack Seal (if necessary) & Surface Seal Coat	1000	\$ 14,398.80	14,028.16
Iroquois Dr. (Delgado to Manitou)	42	570	0	23940	Crack Seal (if necessary) & Surface Seal Coat	1000	\$ 12,432.00	12,448.80
Manitou Drive (Bridge) and Sioux Drive	31	3154	5963	103737	Crack Seal (if necessary) & Surface Seal Coat	2500	\$ 44,246.10	40,457.43
Sacatan Circle	31	75	9430	11755	Crack Seal (if necessary) & Surface Seal Coat	1000	\$ 8,776.50	9,874.20
Blackhawk Drive	30	263	0	7890	Crack Seal (if necessary) & Surface Seal Coat	500	\$ 4,992.00	5,365.20

War Bonnet Circle	31	100	5494	8594	Crack Seal (if necessary) & Surface Seal Coat	500	\$	5,203.20	5,500.16
Medicine Bow Circle	31	40	4556	5796	Crack Seal (if necessary) & Surface Seal Coat	500	\$	4,363.80	4,926.60
Pappago Circle	31	250	6365	14115	Crack Seal (if necessary) & Surface Seal Coat	1000	\$	9,484.50	10,303.95
Quail Run Drive (Bridge to Seminole)	35	1036	0	36260	AC Overlay	500	\$	69,706.00	111,318.20
Quail Run Drive (Seminole to Cottonwood)	29	1584	5248	51184	AC Overlay	1500	\$	102,565.40	163,276.96
Cottonwood Cove	30	1477	0	44310	AC Overlay	1500	\$	89,848.50	142,678.20
Seminole Road	27	855	0	23085	Crack Seal (if necessary) & Surface Seal Coat	1000	\$	12,175.50	12,235.05
Cherokee Road (Quail Run to Cul-de-Sac)	27	1478	7031	46937	Crack Seal (if necessary) & Surface Seal Coat	1000	\$	19,331.10	17,366.69
Cherokee Road (Dead End)	19	194	0	3686	Crack Seal (if necessary) & Surface Seal Coat	500	\$	3,730.80	4,423.20
Dove Road (entrance)	27	125	0	3375	AC Overlay	125	\$	7,912.50	10,935.00
Dove (end-to-end)	19	307	0	5833	AC Overlay	125	\$	13,197.20	18,257.29
Misc. Repairs					Repairs to Dove & Quail Run Intersection Drains. Add Drains to Dove Dead End		\$	40,013.50	60,000.00
Total				992,630	Estimates are based on the January 2021 Associated Engineering Consultants Payment Management Plan.	Est. Total	\$	782,203.60	902,864.33

**EA = Each**  
**A = Allowance**  
**(F) = Final Pay Item**  
**(S) = Specialty Item**

The costs for any Work shown or required in the Contract Documents, but not specifically identified as a line item are to be included in the related line items and no additional compensation shall be due to Contractor for the performance of the Work.

In case of discrepancy between the Unit Price and the Item Cost set forth for a unit basis item, the unit price shall prevail and shall be utilized as the basis for determining the lowest responsive, responsible Bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the Unit Price.

For purposes of evaluating Bids, the FAMD/FAMD/City will correct any apparent errors in the extension of unit prices and any apparent errors in the addition of lump sum and extended prices.

The estimated quantities for Unit Price items are for purposes of comparing Bids only and the FAMD/FAMD/City makes no representation that the actual quantities of work performed will not vary from the estimates. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the Unit Price, except for items designated as Final Pay (F).

**B. TOTAL BID PRICE:**

**TOTAL BID PRICE BASED ON BID SCHEDULE TOTAL OF UNIT PRICES  
FOR Priority Two Road Rehab (Proj. No. P3-05.2023)**

\$ 960,235.00  
Total Bid Price in Numbers

\$ Nine Hundred Sixty Thousand, Two Hundred Thirty Five Dollars and Zero Cents  
Total Bid Price in Written Form

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

The undersigned agrees that this Bid Form constitutes a firm offer to the FAMD/City which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the Bid opening, or until a Contract for the Work is fully executed by the FAMD/City and a third party, whichever is earlier.

The successful bidder hereby agrees to sign the contract and furnish the necessary bonds and certificates of insurance within ten (10) working days after the FAMD/FAMD/City provides the successful bidder with the Notice of Award.

Upon receipt of the signed contract and other required documents, the contract will be executed by the FAMD/City, after which the FAMD/City will prepare a letter giving Contractor Notice to Proceed. The official starting date shall be the date of the Notice to Proceed, unless otherwise specified. The undersigned agrees to begin the Work within ten (10) working days of the date of the Notice to Proceed, unless otherwise specified.

The undersigned has examined the location of the proposed work and is familiar with the Drawings and Specifications and the local conditions at the place where work is to be done.

If awarded the contract, the undersigned agrees that there shall be paid by the undersigned and by all subcontractors to all laborers, workers and mechanics employed in the execution of such contract no less than the prevailing wage rate within Riverside County for each craft, classification, or type of worker needed to complete the Work contemplated by this contract as established by the Director of the Department of Industrial Relations. A copy of the prevailing rate of per diem wages are on file at the FAMD/City's Administration Office and shall be made available to interested parties upon request.

Enclosed find cash, bidder's bond or cashier's or certified check No. N/A from the N/A Bank in the amount of 10% of Total Bid Amount, which is not less than ten percent (10%) of this bid, payable to FAMD/City of Indian Wells as bid security and which is given as a guarantee that the undersigned will enter into a contract and provide the necessary bonds and certificates of insurance if awarded the Work.

The bidder furthermore agrees that in case of bidder's default in executing said contract and furnishing required bonds and certificates of insurance, the cash, bidder's bond, or cashier's or certified check accompanying this proposal and the money payable thereon shall become and shall remain the property of the FAMD/City of Indian Wells.

Bidder is an individual \_\_\_\_\_, or corporation X \_\_\_\_\_, or partnership \_\_\_\_\_, organized under the laws of the State of California.

Bidder confirms license(s) required by California State Contractor's License Law for the performance of the subject project are in full effect and proper order. The following are the Bidder's applicable license number(s), with their expiration date(s) and class of license(s):

CA 89; A, B - Expires 05/31/2025

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If the Bidder is a joint venture, each member of the joint venture must include the required licensing information.

Sureties that will furnish the Faithful Performance Bond and the Labor and Material Payment Bond, in the form specified herein, in an amount equal to one hundred percent (100%) of the contract price within ten (10) working days from the date the FAMD/City provides the successful bidder the Notice of Award. Sureties must meet all of the State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120 and must be authorized by the State of California.

The insurance company or companies to provide the insurance required in the contract documents must have a Financial Strength Rating of not less than "A-" and a Financial Size Category of not less than "Class VII" according to the latest Best Key Rating Guide. At the sole discretion of the FAMD/City, the FAMD/City may waive the Financial Strength Rating and the Financial Size Category classifications for Workers' Compensation insurance.

(signatures continued on next page)

I hereby certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Executed at Indio, California, on this 28th day of July, 2023.

(Corporate Seal)



(Bidders Name – Print or Type)  
Granite Construction Company

Joseph P. Richardson, Regional Chief Estimator  
(Name and Title)

[Signature]  
(Signature)

Names of individual members of firm or names and titles of all officers of corporation and their addresses are listed below:

Name See Appendix A Title \_\_\_\_\_

Complete Address \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_

Name See Appendix A Title \_\_\_\_\_

Complete Address \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_

Name See Appendix A Title \_\_\_\_\_

Complete Address \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_

Name See Appendix A Title \_\_\_\_\_

Complete Address \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_



# GRANITE CONSTRUCTION COMPANY

## CERTIFICATE OF SECRETARY

**RESOLVED**, that, effective January 1, 2023 through December 31, 2023, the individuals named on the attached Exhibit 1 are authorized to negotiate, execute and/or attest electronic and paper documents necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$75 million, relating to any and all domestic construction projects arising out of the Company's operations.


**RESOLVED FURTHER**, that, effective January 1, 2023 through December 31, 2023, the individuals named on the attached Exhibit 2 are authorized to negotiate, execute and/or attest electronic and paper documents necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company in excess of \$75 million, relating to any and all domestic construction projects arising out of the Company's operations.

**RESOLVED FURTHER**, that, effective January 1, 2023 through December 31, 2023, the individuals named on the attached Exhibit 1 and Exhibit 2 are authorized to negotiate, execute and/or attest electronic and paper construction contract documents prepared and submitted on behalf of the Company relating to domestic construction projects arising out of the Company's operations.

**RESOLVED FURTHER**, that the authority provided for herein shall be in accordance with applicable policies, procedures, and limits of authority previously approved and the Granite Construction Incorporated Delegation of Authority and Policy then in effect.

I, M. Craig Hall, Secretary of GRANITE CONSTRUCTION COMPANY, a California corporation (the "Company"), do hereby certify that the following is a true and correct copy of resolutions duly adopted effective January 1, 2023 by a Unanimous Written Consent of the Board of Directors in accordance with the provisions of Article III, Section 9 of the Bylaws of the Company; that the Directors acting were duly and regularly elected; and that the resolutions adopted have not been repealed and are still in full force and effect:

Dated: January 1, 2023

  
M. Craig Hall





## **EXHIBIT 1**

### **AUTHORIZED SIGNERS**

**Granite Construction Company  
California Group  
Desert Cities Region**

### **AUTHORIZED SIGNERS**

Bill Moore, VP Desert Cities Region  
Joseph P. Richardson, Regional Chief Estimator  
Rudy Barela, Regional Controller  
Muin Mustafa, Project Executive  
Todd Besant, Project Executive

### **ATTESTORS**

Bill Moore, VP Desert Cities Region  
Joseph P. Richardson, Regional Chief Estimator  
Rudy Barela, Regional Controller  
Muin Mustafa, Project Executive  
Todd Besant, Project Executive  
Julia Hays, Estimating Assistant

**EXHIBIT 2**

**AUTHORIZED SIGNERS**  
**Granite Construction Company**

**AUTHORIZED SIGNERS**

Kyle T. Larkin, President & CEO

Elizabeth L. Curtis, Executive Vice President

James A. Radich, Executive Vice President & Chief Operating Officer

Kenneth B. Olson, Senior Vice President of Corporate Finance & Treasurer

Brian R. Dowd, Senior Vice President Group Operations

Michael G. Tatusko, Senior Vice President Group Operations

Bradley J. Williams, Senior Vice President Group Operations



CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE



**89**

License Number

Entity **CORP**

Business Name **GRANITE CONSTRUCTION COMPANY**

Classification(s) **C36 C10 A B C57 C-2 C-8 C12  
C21 C27 C29 C35 C42 C45 C39  
C50 C51 C31 HAZ**

Expiration Date **05/31/2025** [www.cslb.ca.gov](http://www.cslb.ca.gov)



## Contractor Information

**Legal Entity Name**  
GRANITE CONSTRUCTION COMPANY  
**Legal Entity Type**  
Corporation  
**Status**  
Active  
**Registration Number**  
1000000085  
**Registration effective date**  
7/1/2022  
**Registration expiration date**  
6/30/2025  
**Mailing Address**  
PO BOX 50085, ATTN: LEGAL DPT. WATSONVILLE 95077 ...  
**Physical Address**  
585 WEST BEACH STREET WATSONVILLE 95076 CA Unite...  
**Email Address**  
**Trade Name/DBA**  
**License Number(s)**  
CSLB:89  
CSLB:89

## Registration History

Effective Date	Expiration Date
5/29/2018	6/30/2019
5/10/2017	6/30/2018
6/14/2016	6/30/2017
6/8/2015	6/30/2016
7/2/2014	6/30/2015
7/1/2019	6/30/2022
7/1/2022	6/30/2025

## Legal Entity Information

**Corporation Number:**  
**Federal Employment Identification Number:**  
**President Name:**  
Kyle Larkin  
**Vice President Name:**  
**Treasurer Name:**  
**Secretary Name:**  
M. Craig Hall  
**CEO Name:**

**Agent of Service Name:**  
C T Corporation System  
**Agent of Service Mailing Address:**  
330 N BRAND BLVD, STE 700 GLENDALE 91203-2336 CA United States of America

## Workers Compensation

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

**Please provide your  
current workers  
compensation insurance  
information below:**

	PEO	PEO	PEO
PEO Information	Name	Phone	Email

Insured by Carrier

**Policy Holder Name:**GRANITE CONSTRUCTION COMPANY**Insurance Carrier:**

ALLIANT INSURANCE SERVICES, INC.**Policy Number:**WC 274978630**Inception date:**  
10/1/2017**Expiration Date:**10/1/2023

1.2 Bid Bond

**[Note: Not required when other form of Bidder's Security, e.g. cash, certified check or cashier's check, accompanies bid.]**

The makers of this bond are, Granite Construction Company, as Principal, and Travelers Casualty and Surety Company of America, as Surety and are held and firmly bound unto the FAMD/City of Indian Wells, hereinafter called the FAMD/City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to FAMD/City for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated July 28, 2023, for Desilting Basins Nos. 4 and 4A (Proj. No. 96-09).

If the Principal does not withdraw its Bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the FAMD/City as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the FAMD/City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the FAMD/City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

By their signatures hereunder, Surety and Principal hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 20th day of July, 2023, the name and corporate seal of each corporation.

(Corporate Seal)



(Attach Attorney-in-Fact Certificate)



Granite Construction Company  
Contractor/ Principal

By [Signature] Joseph P. Richardson

Title Regional Chief Estimator

Travelers Casualty and Surety Company of America  
Surety

By [Signature]  
Attorney-in-Fact

Title Isabel Barron, Attorney-In-Fact

## Notary Acknowledgment

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.

\*\*See Attached Certificate

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally  
appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

Name(s) of Signer(s)

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 of Notary Public

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPAFAMD/CITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual  
☐ Corporate Officer

Title(s)

Title or Type of Document

- ☐ Partner(s) ☐ Limited  
☐ General

Number of Pages

- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:

Date of Document

Signer is representing:  
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

## ACKNOWLEDGMENT

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

State of California  
County of Riverside

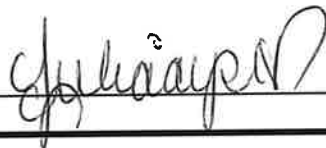
On July 25th, 2023 before me, Julia Anne Hays, Notary Public  
(insert name and title of the officer)

personally appeared Joseph Pasquale Richardson  
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.

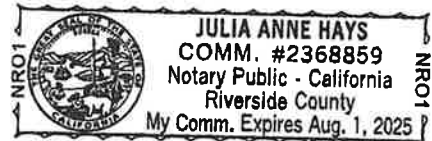
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)





## Notary Acknowledgment

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

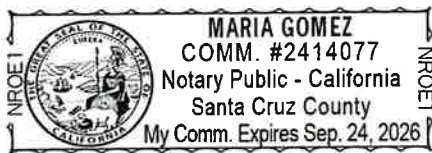
COUNTY OF Santa Cruz

On July 20, 2023, before me, Maria Gomez, Notary Public, personally

appeared Isabel Barron, 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 capaFAMD/City(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.

Maria Gomez  
Maria Gomez, Notary Public

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPAFAMD/CITY CLAIMED BY SIGNER

- ☐ Individual  
☐ Corporate Officer

\_\_\_\_\_  
Title(s)

- ☐ Partner(s)      ☐ Limited  
                          ☐ General

- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:

Signer is representing:  
Name Of Person(s) Or Entity(ies)

#### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF BID BOND



**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Isabel Barron** of **WATSONVILLE**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

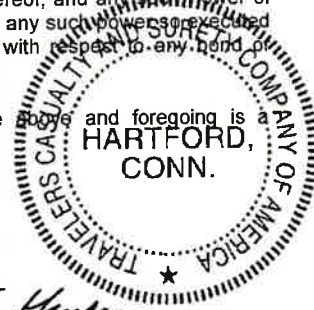
**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such Powers so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **July 20**, **2023**



  
Kevin E. Hughes, Assistant Secretary



**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**

**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

### 1.3 List of Subcontractors

In compliance with the Subletting and Subcontracting Fair Practices Act Chapter 4 (commencing at Section 4100), Part 1, Division 2 of the Public Contract Code of the State of California and any amendments thereof, Bidder shall set forth below: (a) the name and the location of the place of business, (b) the California contractor license number, (c) the DIR public works contractor registration number unless exempt pursuant to Labor Code Sections 1725.5 and 1771.1, and (d) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement to be performed under this Contract in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If a Bidder fails to specify a subcontractor or if a contractor specifies more than one subcontractor for the same portion of work, then the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of work and that it shall perform that portion itself.

<b>Work to be done by Subcontractor</b>	<b>Name of Subcontractor</b>	<b>Location of Business</b>	<b>CSLB Contractor License No.</b>	<b>DIR Registration Number</b>	<b>% of Work</b>
Seal Coat (1 Coat of Overcoat)	Lukkes Striping, Inc.	La Habra, CA	922425	1000003491	14.9%
Cold Mill (Including Around Utilities and Sweep	Cindy Trump, Inc. dba Lindys Cold Planing	La Habra, CA	754500	1000008423	5.4%
Striping and Marking	Superior Pavement Markings, Inc.	Cypress, CA	776306	1000001476	2.6%
Crack Seal (if necessary)	Rubberized Crackfiller Sealant, Inc.	Huntington Beach, CA	998877	1000010726	4.4%

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	% of Work

(Attach additional sheets if necessary)

Name of Bidder Granite Construction Company

Signature \_\_\_\_\_

Name and Title Joseph P. Richardson, Regional Chief Estimator

Dated July 28th, 2023





1.4 Bidder Information and Experience Form

**ARTICLE 1. INFORMATION ABOUT BIDDER**

(Indicate not applicable ("N/A") where appropriate.)

**NOTE:** Where Bidder is a joint venture, pages shall be duplicated, and information provided for all parties to the joint venture.

- 1.0 Name of Bidder: Granite Construction Company
- 2.0 Type, if Entity: Corporation
- 3.0 Bidder Address: \_\_\_\_\_  
38000 Monroe Street, Indio, CA 92203  
(760) 775-8229 (760) 775-7500  
Facsimile Number Telephone Number  
DCR.estimateding@gcinc.com  
Email Address
- 4.0 How many years has Bidder's organization been in business as a Contractor?  
101
- 5.0 How many years has Bidder's organization been in business under its present name? 101
- 5.1 Under what other or former names has Bidder's organization operated?  
N/A
- 6.0 If Bidder's organization is a corporation, answer the following:
- 6.1 Date of Incorporation: January 4th, 1922
- 6.2 State of Incorporation: California
- 6.3 President's Name: Mr. Kyle Larkin
- 6.4 Vice-President's Name(s): See Appendix A  
See Appendix A
- 6.5 Secretary's Name: See Appendix A
- 6.6 Treasurer's Name: See Appendix A

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: N/A

7.2 Name and address of all partners (state whether general or limited partnership):

N/A  
\_\_\_\_\_  
\_\_\_\_\_

8.0 If other than a corporation or partnership, describe organization and name principals:

N/A  
\_\_\_\_\_  
\_\_\_\_\_

9.0 List other states in which Bidder's organization is legally qualified to do business.

See Appendix C  
\_\_\_\_\_  
\_\_\_\_\_

10.0 What type of work does the Bidder normally perform with its own forces?

Excavation, base and sub-base, grading, paving, underground utilities, sewer,  
water and storm drains, concrete flatwork, curb, gutters and sidewalks.

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

No  
\_\_\_\_\_  
\_\_\_\_\_

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

No  
\_\_\_\_\_  
\_\_\_\_\_

13.0 List Trade References:

See Appendix D

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14.0 List Bank References (Bank and Branch Address):

See Appendix E

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15.0 Name of Bonding Company and Name and Address of Agent:

See Appendix F

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## ARTICLE 2. LIST OF CURRENT PROJECTS (BACKLOG)

[\*\*Duplicate Page if needed for listing additional current projects.\*\*]

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work
See Appendix G			



**ARTICLE 3. LIST OF COMPLETED PROJECTS – LAST THREE YEARS**

[\*\*Duplicate Page if needed for listing additional completed projects.\*\*]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work
See Appendix H, I, and J			

**ARTICLE 4. EXPERIENCE AND TECHNICAL QUALIFICATIONS  
QUESTIONNAIRE**

**Personnel:**

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity for FAMD/City.

1. List each person's job title, name and percent of time to be allocated to this project:

Todd Besant - 50% - Construction Manager

Luis Zepeda - 50% - Superintendent

2. Summarize each person's specialized education:

See Attached Resumes

3. List each person's years of construction experience relevant to the project:

See Attached Resumes

4. Summarize such experience:

See Attached Resumes

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the FAMD/City.

***Changes Occurring Since Prequalification***

If any substantive changes have occurred since Bidder submitted its prequalification package for this Project, Bidder shall list them below. If none are listed, Bidder certifies that no substantive changes have occurred.

None

## Todd W. Besant, Construction Manager

### Summary

Todd has 20 years of Construction Management experience. Prior to coming to Granite, Todd worked for 19 years in the Desert Cities Area for MACO. He is a team player and is well organized. He communicates well and has excellent leadership and communication skills.

### Construction Experience

- In construction since 2000
- With Granite since 2019

### Education

- BA Business Administration, Cal State University, Fullerton

### Areas of Expertise

- Communication
- Management: time, asset & team
- Digitizer & estimation software
- Accounting
- Earthwork & underground estimation
- Bid preparation and review
- Survey and mapping
- Accurate job costing
- Skilled in the use of most business & accounting software
- Public speaking & meeting organization
- Vast experience in operating heavy equipment
- Safety minded team player

### Project Experience

**Project Name:** Palm Springs Arena  
**Project Description:** Project Mobilization  
**Project Number:** 1008289  
**Total Project Value:** \$106,800  
**Project Location:** Palm Springs CA  
**Dates:** 2/10/2020 – 03/30/2020  
**Client:** McCarthy Builders

**Project Title/Position:** Project Manager  
**Role/Responsibility:** Project Manager, project coordination, site safety, materials procurement, project budget and scheduling

**Project Name:** Dillon Road  
**Project Description:** Shoulder Repair  
**Project Number:** 1021769  
**Total Project Value:** \$74,434.00  
**Project Location:** Indio, CA  
**Dates:** 04/01/2020 – 04/30/2020  
**Owner:** City of Indio

**Project Title/Position:** Project Manager  
**Role/Responsibility:** Project Manager, project coordination, site safety, materials procurement, project budget and scheduling.

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**Project Name:** Avenue 44 Low Water Crossing  
**Project Description:** Emergency Road Repair  
**Project Number:** 1021724  
**Total Project Value:** \$21,044.00  
**Project Location:** Indio, CA  
**Dates:** 04/01/2020 – 04/30/2020  
**Owner:** City of Indio

**Project Title/Position:** Project Manager  
**Role/Responsibility:** Project Manager, project coordination, site safety, materials procurement, project budget and scheduling.

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**Project Name:** Palm Springs Arena  
**Project Description:** Mobilization for new project  
**Project Number:** 1008289  
**Total Project Value:** \$106,800.00  
**Project Location:** Palm Springs, CA  
**Dates:** 02/01/2020 – 03/30/2020  
**Owner:** Oak View Group  
**Client:** McCarthy Building Companies

**Project Title/Position:** Project Manager  
**Role/Responsibility:** Project Manager, project coordination, site safety, materials procurement, project budget and scheduling.

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## **Luis Zepeda, General Superintendent**

### **Summary**

Luis is an 18-year veteran in the heavy civil construction industry, with a strong emphasis in wet and dry utilities. He has supervised a wide variety of construction projects for Granite for the past 18 years including roadway, highway, canal, structures, and other heavy civil construction projects. Luis efficiently manages all field resources for Granite's Desert Cities Region. He provides direction and guidance for the field superintendents and foremen in collaboration with construction managers, project managers, and owners to ensure that appropriate personnel, budget, and schedule are met.

### **Construction Experience**

- In construction since 2004
- With Granite since 2004

### **Education**

- Coachella Valley High School

### **Licenses/Registrations/Accreditations**

- Hoisting and Rigging Certified, 2019
- OSHA 30-Hour
- BNSF eRailSafe
- Excavation Safety for Competent Person Training
- Competent Person Training

### **Selected Project Experience**

- **Eisenhower Drive Drainage Improvements Retention Basin and Storm Drain, La Quinta, CA**  
**Contract Value: \$2,304,423**

This project involved the construction of new drainage infrastructure in La Quinta, CA. Some major items of work were 400 LF of 48" RCP Storm Drain and 110,200 CY of excavation for a new retention basin. There was also roadwork associated with the construction of the storm drain.

- **Avenue 44 Emergency Repair, Indio Water authority, Indio, CA**  
**Contract Value: \$139,770**

Emergency repair of a low water crossing within the City of Indio. In addition to rebuilding the crossing roadway, 200 LF of waterline was also repaired.

- **Madison Street Improvement Project, Indio, CA**  
**Contract Value: \$6,922,296**

This project included construction the widening of Madison Street in the City of Indio from 2 lanes to 4 lanes. This roadway is directly adjacent to the site of the Coachella Valley Music and Arts Festival and was upgraded to handle concert traffic. The project included removals, roadway excavation, installation of 2,200 LF of 48-inch HDPE and storm drain pipe, 9,000 LF of dry utility conduit, 105,000 SF of concrete flatwork, 17,000 LF of curb and gutter, 13,000 TN of Class 2 Base, and 17,000 TN of HMA. There was also associated electrical, fencing, signing, and striping work.

- **SR111/4th Street Pedestrian and Roadway Improvement, County of Riverside, Mecca, CA,**  
**Contract Value: \$2,280,000**

This project was to provide safe passage for pedestrians to the entrance to Mecca, CA. The work included a cast in place box culvert and road widenings. Associated electrical, striping, and guardrail improvements were also included.

- **BNSF Barstow, CA, BNSF Railway**  
**Contract Value: \$13,920,015**

This project involved the construction of a new interim intermodal facility and 10-acre parking lot in Barstow, CA. Some major items of work were 4,150 LF of subdrain, sanitary sewer, fire lines, storm drain, domestic water, 132,000 CY of earthwork, 4,600 CY of subballast, 49,000 CY of aggregate base, 7,200 SY of concrete craneways, 31,000 TN of asphalt concrete, a crane canopy and a modular office building, along with associated electrical work.

- **Airport Blvd and Grapefruit Blvd. Grade Separation, Thermal, CA**  
**Contract Value: \$20,600,000**

This project was in Thermal, CA and consists of the construction of a CIP box girder bridge structure with associated piling, MSE walls, roadway reconstruction, underground utilities, landscaping and electrical. The bridge structure was built over existing UPRR tracks and eliminated a heavily traveled on grade crossing.

- **Avenue 52 and Grapefruit Blvd. Grade Separation, Coachella, CA**  
**Contract Value: \$23,686,472**

This project was in Coachella, CA and consisted of the construction of a CIP box girder bridge structure with associated piling, MSE walls, roadway reconstruction, underground utilities, landscaping and electrical. The bridge structure was built over existing UPRR tracks and eliminated a heavily traveled on grade crossing.

- **Cal Poly Pomona Student Housing Construction Phase I**  
**Contract Value: \$9,200,000**

This project was in conjunction with the expansion of student housing at Cal Poly Pomona (Pomona, CA). The scope of work was the demolition of an existing bridge, facilities and Kellogg Road. Kellogg Road was realigned and new 23' foot deep sewer, water, reclaimed water, and storm drain systems for the new housing development were installed. Other scopes included site earthwork, 6,700 LF of curb and gutter, 7,800 TN of Class 2 Base, and 5,700 TN of Asphalt. There was also related electrical, striping, and fence work.

- **I-15 Direct Access Ramp (DAR), Caltrans, San Diego, CA**  
**Contract Value: \$23,845,804**

This project was the construction of a new cast in place box girder bridge to allow direct access from the HOV lanes to Mira Mesa in San Diego. In addition to structures and roadway improvements, 540 LF of 60-inch CML CMC water line was constructed for the San Diego water agency. Also, fire protection water lines to buildings, fire hydrants, water services, 800 LF of 36-inch RCP storm drain, irrigation sleeves, backflow devices, and fire hydrants were also installed.

- **North Mainside Infrastructure, Twentynine Palms Marine Corp Base, CA**  
**Contract Value: \$31,000,000**

This project constructed the infrastructure in support of the Mainside Expansion at Marine Corps Air Ground Combat Center at Twentynine Palms, CA. This project included both design-build and design-bid-build elements. The design-build elements include station communications, electrical, water reservoir, high temperature hot water, roadways, industrial waste, and gas distribution. The design-bid-build portion of the contract included the construction of water transmission and distribution systems, sanitary sewer, site grading, and storm drain. Scope of the project included construction of over 10 miles of waterline, 700,000 yards of excavation, 15 cast-in-place reinforced box culverts, 3 miles concrete lined channels, 50,000 square feet of concrete paving, 3 miles of sanitary sewer, 40,000 yards of rock excavation, 2 bridges, 3 concrete basins, and 1 mile of industrial waste line.

- **Monterey Avenue Widening, Palm Desert, CA**  
**Contract Value: \$3,163,520**

This project involved the addition of a free flow right turn lane and lane addition on northbound Monterey Avenue in front of the College of the Desert. Also included were significant drainage improvements along Monterey Avenue. Underground improvements included 200 LF of 12-inch water line with fire hydrants, 2,600 LF of 36-inch RCP 14-feet-deep, and 14 cast-in-place catch basins. Other work included 6,000 CY of earthwork, 1,000 TN of conventional asphalt, 3,000 TN of warm mix asphalt, 1,800 CY of aggregate base, 3,000 LF of curb and gutter, 600 CY of concrete flatwork, and landscape restoration.

- **College of the Desert Indio Campus, Indio, CA**  
**Contract Value: \$1,098,900**

This project included installation of 875 LF of 10-inch fire line to building, sewer main for the building, and grading and paving parking lot to the college.

- **Madison Street Canal Improvements – Utility Relocations and Box Culvert Construction**  
**Contract Value: \$3,315,523**

This project included the construction of temporary diversion channel, construction of double box culvert, use of temporary bridges, installing a 27-foot-deep sewer line, water, storm drain, jack and bore a 30" pipe under a live channel, shotcrete, channel reconstruction, construction of a motorized slide gate and electrical controls, and pavement reconstruction at the intersection of Madison St./Ave. 50 intersection.

- **Line 4 Drainage, City of Palm Desert**  
**Contract Value: \$4,018,922**

This project included the addition of drainage improvements on Country Club Drive and Tamarisk Row in Palm Desert, CA. Work included 7,700 LF of storm drain, 18 catch basins, 12 manholes, 20,000 CY of aggregate base, and 13,000 TN of asphalt concrete.

- **Palm Springs MDP Line 43, Palm Springs, CA, Riverside County Flood Control**  
**Contract Value: \$4,995,874**

This project was in Cathedral City, CA and consisted of the installation of 2328 LF of Precast Reinforced Concrete Box Culvert ranging in size from 5' x 4' to 14' x 4.5' and the installation of 2195 LF of Reinforced Concrete Pipe ranging in size from 18" to 66" in high traffic volume roadways with associated work such as Cast-In-Place Transition Structures, Catch Basins, headwalls, basin grading and roadway reconstruction.



**Additional Bidder's Statements:**

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

**\*\* SEE BELOW \*\***

**ARTICLE 5. VERIFICATION AND EXECUTION**

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder Granite Construction Company

Signature 

Name Joseph P. Richardson

Title Regional Chief Estimator

Date July 28th, 2023



- All testing and inspection paid for by FAMDC/COIW per Article 26 of the General Conditions
- There were no specifications for the seal coat. It has been priced with one coat of Overcoat seal coat in one mobilization. A technical data sheet is attached to this proposal.
- Asphalt is priced with 20% recycled asphalt product (RAP) per Greenbook Spec.
- All valves and manholes have been protected in place (not lowered or raised). We will mill around the collars (leaving them in place) and then pave back around them, creating as smooth a transition as possible. No guarantee can be made as to the ultimate smoothness in the areas of existing valves and manholes.
- Dove Road drainage repairs are priced as three shallow drywell units with grated tops to handle ponding nuisance water. More extensive repairs to be completed on T&M.
- Crack Seal is listed "if necessary". If crack seal is not necessary, please **deduct \$40,000** from our proposal
- AC repairs are listed in Exhibit B, though the requirements are unclear. We have assumed removing 3" of existing asphalt with a milling machine and paving back 3" of asphalt in a single lift. All areas are assumed to be continuous and able to be laid with a paver. There are no small hand patches assumed in our price. If patches differ from those described here, additional costs may apply. If AC repairs are not required, please **deduct \$175,000** from our proposal.



## APPLICATION

## SPECIFICATIONS

# OverKote® Asphalt Pavement Coating

## 1.0 – SCOPE OF WORK

The work covered by this specification consists of furnishing all labor, equipment, materials and performance of operation in connection with the application of OverKote® Asphalt Pavement Coating. The major items of work shall consist of, but not be limited to the following operations: A) Remove and sterilize any incidental vegetation, B) Repair cracks, C) Patch low areas and failed pavement, D) Cleaning the pavement surface, E) Application of bond coat (Optional), F) Application of sealer.

## 2.0 – MATERIALS

- 2.1 OverKote® Asphalt Pavement Coating as manufactured by Diversified Asphalt Products Inc. A cold applied composition of a refined petroleum asphalt emulsion, fillers and fibers. Asphalt shall not be of the clay type.

SPECIFICATIONS	LIMITS	TEST METHODS
Residue at 300 400°F	55 - 65	See Note 1
Dehydration, 96 hours at 100°F	0.6 min.	
Solubility of residue in C <sub>2</sub> HCl <sub>3</sub> Elements (%)	15 - 20	AASHTO T 45 46
Loss of ignition of insoluble residue, %	16 max	ASTM D 6
Cone penetration at 77°F dmn	400 - 700	ASTM D 217

### NOTE 1

Method for determination of residue: A 25 gram sample shall be placed in a tin lid not less than 5" in diameter and heated on an electric hot plate at a temperature between 300 - 400°F for approximately 15 20 minutes until the vapor changes from white to a bluish color and bubbling ceases.

- 2.2 OverKote® Crack Filler as manufactured by Diversified Asphalt Products Inc. An emulsified petroleum asphalt and suitable fillers, modified with latex rubber. A cold applied product designed for use in filling cracks in asphaltic concrete pavement.

SPECIFICATIONS	LIMITS	TEST METHODS
Residue (%)	60 - 70	ASTM D 2939
Flexibility	Pass	ASTM D 2939** (b)
Solubility of residue in C <sub>2</sub> HCl <sub>3</sub> Elements (%)	89 - 95	ASTM D 2042
Firm Set	90 min.	ASDM D 2939** (a)
Ash content of insoluble residue, %	70 min	ASDM D 2939
Viscosity @ 77°F, Brookfield Spindle #3, 20 RMP	300 - 600 Cps	
Water resistance	Pass	ASDM D 2939 alt.(b)

### \*\* Modifications

(a) Test at 30 min. intervals cast on 15# felt

(b) Air dry to consistent weight at 75 ± 10% relative humidity; condition mandrel and specimens 2 hours at 60°F before test.

- 2.3 OverKote® Oil Spot Seal as manufactured by Diversified Asphalt Products INC. – a quick drying latex emulsion with suitable additives to coat and promote adhesion of the sealer to oil, grease and gasoline stained pavement.
- 2.4 Emulsified Asphalt Binder – shall conform to State of California specifications for SS 1h Asphalt Emulsion.
- 2.5 Sand – shall be 30 mesh sand blast sand composed of clean, hard, durable uncoated particles, free from lumps of clay or organic matter.
- 2.6 Water – shall be fresh and potable when used in all mixtures.

## 3.0 – SURFACE PREPARATION

- 3.1 Damaged asphalt and areas completely saturated by oil or grease should be removed and replaced or repaired as required.
- 3.2 All weeds or other vegetation growing through the asphaltic concrete shall be removed and sprayed with a suitable chemical sterilant.
- 3.3 Thoroughly clean all cracks of all foreign matter. Cracks 1/8" to a maximum of 1/2" in width should be cleaned and filled with OverKote Crack Filler, per manufacturer's recommendations. Cracks wider than 1/2" should be repaired with asphaltic concrete. Allow crack filler to cure prior to sealing. All cracks under 1/8" should be filled with multiple coats of sealer.

- 3.4 The surface must be free of all foreign material, such as sand, clay and grease, which might adversely affect bonding of the Sealer. High pressure air blowers, vacuums or sweepers shall be used to remove these objectionable materials. Where there are deposits of grease and oil, these areas must be cleaned by scraping, burning and/or the use of detergent. Trisodium Phosphate and a stiff brush should be used to scrub the area clean. When detergents are used, the pavement shall be thoroughly rinsed with water. After cleaning and removing grease and oil spots, seal areas with Oil Spot Sealant.

#### **4.0 – BOND COAT (Optional)**

A tack coat consisting of one (1) part Emulsified Asphalt Binder (SS-1h) and four (4) parts water shall be uniformly applied over the entire surface at the rate of .05 to 0.10 gallons per square yard. Sweep out any "pools" of wet binder remaining in the depressions. Allow to dry before applying sealer. A bond coat is recommended in any case where the bond between the asphalt pavement and sealer may be questionable.

#### **5.0 – EQUIPMENT**

- 5.1 Mixing or agitation equipment furnished shall be a tank type power mixer with a round bottom and equipped with a power driven mixer of sufficient capacity to maintain the mineral content in complete suspension.
- 5.2 The mixture shall be applied by the combined or individual use of rubber face squeegees and/or mechanized material spreading equipment or other suitable method approved by the inspector.

#### **6.0 – APPLICATION PROCEDURES**

- 6.1 Sealer shall be mixed to a uniform free flowing consistency. Water shall be added (not to exceed 15% by volume) to obtain a semi fluid consistency.
- 6.2 Prior to the first application of sealer in exceptionally hot weather, dampen the surface with water. Remove any excess water to leave the surface only slightly damp.
- 6.3 Sealer should be applied to the area in continuous parallel lines and spread immediately by use of rubber faced squeegees and/or mechanized material spreading equipment.

#### **7.0 – APPLICATION – NEW PAVEMENT OR OLD PAVEMENT WITH ONLY MINOR VOIDS**

To be used on generally smooth areas where surface voids in the pavement are less than 3/16" between the top of the exposed aggregate to the bottom of the void.

- 7.1 Two (2) or more applications shall be made using a minimum of 30 gallons of undiluted Sealer per 1,000 square feet of area. However, the controlling factor should be not the number of applications, nor the quantity of Sealer used (except that 30 gallons per 1,000 square feet should be a minimum) but that the surface should be smooth and uniform, showing no evidence of coarse or uneven textures.

#### **8.0 – APPLICATION – EXCESSIVELY ROUGH PAVEMENT**

To be used on excessively rough areas, where surface voids in the pavement are equal to or greater than 3/16" between the top of the exposed aggregate to the bottom of the void.

- 8.1 First Application – to each gallon of sealer, 3 pounds of 30 mesh sand should be added. Water should be added to obtain a semi-fluid consistency.
- 8.2 Subsequent Application – one application of Sealer shall be made without the addition of the sand filler.
- 8.3 Quantity of Applications – a total of two (2) or more applications shall be made using a minimum of 40 gallons of undiluted sealer per 1,000 square feet of area. However, the controlling factor should be not the number of applications, nor the quantity of sealer used (except that 40 gallons per 1,000 square feet should be a minimum), but that the surface should be smooth and uniform, showing no evidence of coarse or uneven texture.

#### **9.0 – GENERAL**

- 9.1 Asphalt should be thoroughly cured before application.
- 9.2 Weather Limitation – no part of the construction involving the application of sealer shall take place during or just prior to rainfall or freezing temperatures. Air temperature shall be at least 55°F and rising.
- 9.3 Salt & De-icing Agents – residues from rock salt or other de icing agents can cause dis-bonding of the sealer. In areas where these materials are used, the pavement should be cleaned with a detergent, then thoroughly rinsed with water.
- 9.4 Curing Time – as soon as any application is dry to the touch and won't scuff under normal walking, another application can be made. Complete curing will probably take 24 hours in warm, clear weather.
- 9.5 Contractor shall supply agency with scale tags for the project with the following information: Product, Project Name, Gallonage/Tons supplied to the project.

Due to the wide range of variables affecting the results of application such as weather conditions, construction equipment, and quality of other materials, there is no warranty, expressed or implied, that following this specification or using the material covered thereby will assure satisfactory results.

**MATERIAL SAFETY DATA SHEETS AVAILABLE – [www.diversifiedasphalt.com](http://www.diversifiedasphalt.com)**

1.5 Non-Collusion Declaration

The undersigned declares:  
Regional Chief

I am the Estimator of Granite Construction Company, the party making the foregoing Bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 06/20/2023 [date], at Indio [FAMD/City], California [state].

Name of Bidder Granite Construction Company

Signature \_\_\_\_\_

Name Joseph P. Richardson

Title Regional Chief Estimator





1.6 Iran Contracting Act Certification.  
(Public Contract Code section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

☒ The Contractor is not:

(1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(2) a financial instruction that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The FAMD/City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the FAMD/City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

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

Printed Name: Joseph P. Richardson

Title: Regional Chief Estimator

Firm Name: Granite Construction Company

Date: July 28th, 2023



Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

1.7 Public Works Contractor Registration Certification

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.<sup>1</sup>

Name of Bidder: Granite Construction Company

DIR Registration Number: 1000000085

DIR Registration Expiration: 06/30/2025

Small Project Exemption:        Yes or X No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder Granite Construction Company

Signature 

Name and Title Joseph P. Richardson, Regional Chief Estimator

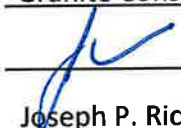
Dated July 28th, 2023



<sup>1</sup> If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

1.8 Contractor's Certificate Regarding Workers' Compensation.

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

Name of Bidder Granite Construction Company  
Signature   
Name Joseph P. Richardson  
Title Regional Chief Estimator  
Dated July 28th, 2023



## APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Granite Construction Company, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

  
\_\_\_\_\_  
Signature of Contractor's Authorized Official

Joseph P. Richardson, Regional Chief Estimator  
\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

July 28, 2023  
\_\_\_\_\_  
Date







**Granite Construction Company**  
**List of Officers**

Name	Present Office Position	Business Address	Phone Number
Larkin, Kyle T.	President Executive Chief Officer	P.O. Box 50085 Watsonville, CA 95077-5085	(831) 724-1011
Radich, James A.	Executive Vice President Chief Operating Officer Assistant Secretary	P.O. Box 50085 Watsonville, CA 95077-5085	831-724-1011
Curtis, Elizabeth L.	Executive Vice President Chief Financial Officer Assistant Secretary	P.O. Box 50085 Watsonville, CA 95077-5085	(831) 724-1011
Dowd, Brian R.	Senior Vice President Group Manager Assistant Secretary	P.O. Box 50085 Watsonville, CA 95077-5085	(831) 724-1011
Hall, M. Craig	Senior Vice President General Counsel Corporate Compliance Officer Secretary	P.O. Box 50085 Watsonville, CA 95077-5085	(831) 724-1011
Williams, Bradley J.	Senior Vice President Group Manager Assistant Secretary	P.O. Box 50085 Watsonville, CA 95077-5085	(831) 724-1011
Tatusko, Michael G.	Senior Vice President Group Manager Assistant Secretary	P.O. Box 50085 Watsonville, CA 95077-5085	(831) 724-1011
Barker, Michael W.	Vice President Investor Relations	P.O. Box 50085 Watsonville, CA 95077-5085	(831) 724-1011
Gruber, Timothy W.	Senior Vice President Human Resources Assistant Secretary	P.O. Box 50085 Watsonville, CA 95077-5085	(831) 724-1011
Nickerson, James D.	Vice President Assistant Secretary	P.O. Box 50085 Watsonville, CA 95077-5085	(831) 724-1011
Wooley, Staci M.	Chief Accounting Officer Assistant Secretary	P.O. Box 50085 Watsonville, CA 95077-5085	(831) 724-1011
Olson, Kenneth B.	Senior Vice President of Corporate Finance Treasurer Assistant Financial Officer Assistant Secretary	PO Box 50085 Watsonville, CA 95077-5085	(831) 724-1011
Blackburn, Nicholas B.	Vice President Tax Assistant Secretary	P.O. Box 50085 Watsonville, CA 95077-5085	(831) 724-1011



**Granite Construction Company  
Contractor's Licenses**

State	License Number	License Expiration	Qualifiers	Classification	Contractor's License Name
ALABAMA	20346	08/31/23	None Req'd.	Heavy and Railroad, Highways and Streets, Municipal and Utility	Granite Construction Company, Inc.
ALASKA	CONE11904	12/31/24	None Req'd.	Gen Contractor Excludes Residential	Granite Construction Company
ARIZONA (residential)	ROC031412	07/31/23	None Req'd.	B-04	Granite Construction Company
ARIZONA (commercial)	ROC069529 ROC121552	09/30/24 01/31/25	None Req'd. None Req'd.	A -General Engineering B-01 General Commerical Contractor	Granite Construction Company
ARKANSAS	0032170424	04/30/24	None Req'd.	Heavy Const. /Hwy/Railroad/ Construction/Municipal/ Utility Construction	Granite Construction Company
CALIFORNIA	89	05/31/25	Brian Robert Dowd	A,B,C2,C8,C10,C12,C21,C27,C29, C31,C35,C36,C39,C42, C45,C50,C51,C57, HAZ	Granite Construction Company
CALIFORNIA	1000000085	06/30/25	None Req'd.	CA Public Works Registration	Granite Construction Company
COLORADO			None Req'd.		Not Required
CONNECTICUT			None Req'd.		Granite Construction Company of Connecticut
DELAWARE	1997114603	12/31/24	None Req'd.	Contractor - Non Resident	Granite Construction Company
FLORIDA	CGC1531371	08/31/24	Bret Cole Barton	General Contractor	Granite Construction Company of California
FLORIDA	CGC1525534	08/31/24	Geyzer Jose Jr Salgado	General Contractor	Granite Construction Company of California
HAWAII	33840 5736	09/30/24	Thomas A Fodor	AC	Granite Construction Company
IDAHO	11797-U-1-2 RCE-30834	10/31/2023 09/21/23	None Req'd.	Contractor Contracting Business	Granite Construction Company
I.D.H.R.	112849-00	11/05/24	None Req'd.	Registration Only/No Lic Req'd	Granite Construction Company
ILLINOIS			None Req'd.		Not Required
INDIANA			None Req'd.		Not Required
KANSAS			None Req'd.		Not Required
KENTUCKY			None Req'd.		Not Required
LOUISIANA	42635	01/07/25	None Req'd.	Heavy Const., Highway, Street and Bridge Construction	Granite Construction Company (of California)
MARYLAND	30979619	04/30/23	None Req'd.	Out of State Contractor	Granite Construction Company
MASSACHUSETTS			None Req'd.		Not Required
MICHIGAN			None Req'd.		Not Required
MISSISSIPPI	04115-MC	10/08/23	Mark Eveld	Hwy/Streets/Bridge Construction, Heavy Construction/Municipal and Public Works Construction	Granite Construction Company
MISSOURI			None Req'd.		Not Required
MONTANA	3539	11/26/23	None Req'd.	Registration Only/No Lic Req'd	Granite Construction Company
NEVADA	0008079	01/31/24	K. Larkin	A - General Engineering	Granite Construction Company
NEVADA	0079118	07/31/24	K. Larkin	B - General Building	Granite Construction Company
NEW JERSEY			None Req'd.		Not Required
NEW MEXICO	011790	12/31/24	D. Richards	GA98, GF98	Granite Construction Company
NEW YORK			None Req'd.		Not Required
NORTH CAROLINA	33499	12/31/23	Mark Eveld	Highway, Unlimited	Granite Construction Company



**Granite Construction Company  
Contractor's Licenses**

State	License Number	License Expiration	Qualifiers	Classification	Contractor's License Name
NORTH DAKOTA	1488	03/01/24	None Req'd.	A	Granite Construction Company
OHIO			None Req'd.		Granite Construction Company of California
OKLAHOMA			None Req'd.		Not Required
OREGON	101195	07/19/24	K. Larkin	Commerical General Contractor Level 2	Granite Construction Company
PENNSYLVANIA			None Req'd.		Not Required
SOUTH CAROLINA	CLG.15738 GC	10/31/24	Mark Eveld	HY5, GD5	Granite Construction Company
TENNESSEE	00020923	11/30/23	Mark Eveld	HC, HRA, MU - Unlimited	Granite Construction Company
TEXAS			None Req'd.		Not Required
UTAH	230926-5501	11/30/23	J. Klaumann	E100, S260	Granite Construction Company
VIRGINIA	2701 011241A	11/30/24	Wayne Roberts	H/H - Class A	Granite Construction Company
WASHINGTON	GRANICC916DL	10/08/24	None Req'd.	Construction Contractor - General	Granite Construction Company
WISCONSIN			None Req'd.		Not Required
WYOMING			None Req'd.		Not Required



**Granite Construction Company  
Vendors and References**

J.B. Dewar, Inc.  
P.O. Box 3059  
San Luis Obispo, CA 93403  
805-540-7134

Coastline Equipment  
P.O. Box 22732  
Long Beach, Ca 90807-5732  
562-272-7438

Valero Energy Corporation  
One Valero Way  
San Antonio, TX 78249  
210-345-2129

John Lawson Rock and Oil  
P.O. Box 9899  
Fresno, CA 93794  
559-276-2220

Union Distributing  
4000 E. Michigan Street  
Tucson, AZ 85714  
520-571-7600

CalPortland  
2400 N. Central Ave., Suite 301  
Phoenix, AZ 85004  
602-817-6944

Lehigh Southwest Cement Company  
12667 Alcosta Blvd, Suite 400  
Bishop Ranch 15  
San Ramon, CA 94583  
925-244-6543

Southern Star Concrete Inc.  
8500 Freeport Pkwy, Suite 200  
Irving, TX 75063  
972-621-0999

Holt Company of Texas (Holt Cat)  
3302 So. WW White Road  
San Antonio, TX 78222  
210-304-8653

Gerdau Ameristeel US, Inc.  
2025 Tigertail Blvd.  
Dania Beach, FL 33004  
954-921-2500

Florida Rock Industries, Inc.  
5920 W. Linebaugh Avenue  
Tampa, FL 33624  
831-962-3213

Fleetwing Corporation  
742 S. Combee Road  
Lakeland, FL 33802  
863-665-7557

Wheeler Machinery Company  
4901 West 2100 South  
South Salt Lake City, UT 84120  
801-978-1304

Kimball Equipment Company  
DBA of Kimball Rentals LLC  
P.O. Box 1137  
Salt Lake City, UT 84104  
801-972-2121 x 1136

Paramount Petroleum Corp  
File 55760  
Los Angeles, CA 90075  
562-531-2060

BJ Reese Enterprise  
P.O. Box 358  
Coalville, UT 84017  
435-336-5345



## ***Banking Reference***

### **BANK OF AMERICA**

c/o: Mukesh Singh, Vice President  
One Bryant Park, 18<sup>th</sup> Floor  
New York, NY 10036  
(646) 743-2640  
Email: [msingh64@bofa.com](mailto:msingh64@bofa.com)

Company has maintained a banking relationship since 1931

Accounts: various

#### **Line of Credit as of March 31, 2023:**

Credit Line: \$350,000,000  
Available: \$269,545,898  
Against Line: \$80,454,102  
Secured by Equipment and Property  
Expires/matures: 6/02/2027

Security  
Required: Yes

Bank Rating: A+/Aa2/AA+



**Granite Construction Company  
List of Surety Agencies**

**The Travelers Companies, Inc. – August 1, 2002 to Present  
Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company**

1 Tower Square  
Hartford, CT 06183  
Contact: Jen Moore, Underwriting Director - (860) 277-8170  
State of Incorporation: Connecticut  
Ratings – AM Best: A++ XV; Moody's: Aa2; Standard & Poor's: AA  
NAIC #: 31194, 19038, California License No.: 2444-8, 1790-5;  
Arizona Certificate No. 000843, 000841

**CNA Financial Corporation – December 15, 2014 to Present  
The Continental Insurance Company  
Continental Casualty Company**

151 North Franklin Street  
Chicago, IL 60606  
Contact: Michael O'Connell, Underwriting Director – (206) 587-7149  
State of Incorporation: CIC - Pennsylvania; CCC - Illinois  
Ratings – AM Best: A XV; Moody's: A2; Standard & Poor's: A+  
NAIC #: 35289, 20443; California License No.: 2270-7, 0048-9;  
Arizona Certificate No. 0003658, 299460

**Chubb Group of Insurance Companies – 1926 to Present  
Federal Insurance Company**

202B Hall's Mill Road,  
Whitehouse Station, NJ 08889  
Contact: Tina Hawkins, Underwriting Manager - (908) 903-3409  
State of Incorporation: Indiana  
Ratings – AM Best: A++ XV; Moody's: Aa3; Standard & Poor's: AA  
NAIC #: 20281, California License No.: 0059-6;  
Arizona Certificate No. 301755

**Agent Name and Address:**

Alliant Insurance Services, Inc.  
560 Mission Street, 6<sup>th</sup> Floor  
San Francisco, CA 94111  
(415) 403-1427  
Contact: John D. Gilliland – Senior Vice President  
License # OC36861 Expiration 06/30/2023

**Single Job Capacity: \$600,000,000. Aggregate Capacity: \$5,000,000,000.**





**GRANITE CONSTRUCTION COMPANY**  
**MAJOR INCOMPLETE CONTRACTS**  
*(In Thousands -- USD)*

For the Period Ended March 31, 2023

Company	Job Type	Job	Projected Final Revenue Adjusted	Percent Complete	Backlog Amount	Owner/Receivable Address
00002	LJ	651446 - CALISTOGA HILLS RESORT-PHASE 1	21,372	80.24	4,222	CALISTOGA HILLS RESORT
00002	LJ	731213 - SB 050N73U4 SR101 4C SUMMERLND	103,019	83.62	16,875	CA DEPARTMENT OF TRANSPORTATION
00002	LP	731214 - SB 05-0N72U4 SR101 4B PADARO	153,645	47.07	81,323	CA DEPARTMENT OF TRANSPORTATION
00002	LJ	750004 - SB 05-1G4104 SCL BIKE PATH	11,587	67.07	3,816	CA DEPARTMENT OF TRANSPORTATION
00002	LJ	750005 - SB 05-1K03U4 SYR OMR RAB	14,158	11.29	12,559	CA DEPARTMENT OF TRANSPORTATION
00002	LJ	801413 - UT DCIP CONSTRUCTION	7,142	14.49	6,107	PROVO RIVER WATER USERS ASSOCIATION
00002	LJ	810610 - ELLISON CONSERVATION CTR	14,639	69.91	4,404	VANCE BROWN BUILDERS
00002	LJ	812261 - SAC_CONTAINER WO1	13,333	80.94	2,541	BWC TERMINALS
00002	LP	836000 - ZONE 3 E-W RAIL PROJECT	531,732	98.07	10,255	BRIGHTLINE TRAINS FLORIDA LLC
00002	LJ	850013 - UTH UTA - 300 NORTH PHASE 1	8,066	77.47	1,817	UTAH TRANSIT AUTHORITY
00002	LJ	850014 - UTH UTA - PROVO PED BRIDGE	8,784	27.55	6,364	UTAH TRANSIT AUTHORITY
00002	LJ	933953 - CALISTOGA HILLS RESORT PHASE 2	7,037	67.96	2,254	CALISTOGA HILLS RESORT
00002	LJ	963633 - DERBY DAM HORIZONTAL FISH SCRE	24,856	90.32	2,407	FARMERS CONSERVATION ALLIANCE
00002	LP	970865 - INL SFHP CONCRETE PLACEMENT	256,094	90.10	25,368	FLUOR MARINE PROPULSION LLC
00002	LJ	1024459 - CALEXICO WEST LAND POE	19,603	75.96	4,713	HENSEL PHELPS CONSTRUCTION CO
00002	LJ	1024877 - SAC_RICHARDS BLVD OFFICE CMLPX	7,754	76.85	1,794	HENSEL PHELPS CONSTRUCTION COMPANY
00002	LJ	1037391 - BNSF MT VERNON YARD SBD	40,600	81.83	7,375	BNSF RAILWAY COMPANY
00002	LJ	1040022 - UCSC KRESGE WORK PKG4	23,572	86.38	3,211	SWINERTON BUILDERS
00002	LJ	1041542 - 08-1C8504 RTE 74 LAKE ELSINORE	46,443	73.09	12,497	CA DEPARTMENT OF TRANSPORTATION
00002	LJ	1041993 - VT HWY 101 REHAB 07-302404	35,597	73.95	9,272	CA DEPARTMENT OF TRANSPORTATION
00002	LP	1049764 - AZM-CHEVRON QUESTA - WRP	261,122	34.93	169,903	CHEVRON ENVIRONMENTAL MANAGEMENT COMPANY
00002	LJ	1068591 - AZT ADOT SR77 REHAB	35,981	81.87	6,523	STATE OF ARIZONA
00002	LJ	1088300 - BK 06-442554 SR-46 LOST HILLS	20,162	83.48	3,330	CA DEPARTMENT OF TRANSPORTATION
00002	LJ	1119580 - FISHER ARTIC COLD SANTA MARIA	8,362	26.68	6,131	FISHER CONSTRUCTION GROUP INC
00002	LP	1120518 - LOWER OLENTANGY TUNNEL	233,779	35.62	150,510	CITY OF COLUMBUS
00002	LJ	1120689 - HP DELTA LAX T3 PHASE 2	10,585	87.40	1,334	HENSEL PHELPS CONSTRUCTION CO
00002	LJ	1121802 - CDOT D-12 RT 73-133 SEPARATION	8,063	12.43	7,061	CA DEPARTMENT OF TRANSPORTATION
00002	LJ	1123316 - AMTRAK ADA MARTINEZ	5,447	77.73	1,213	NATIONAL RAILROAD PASSENGER CORPORATION
00002	LP	1123887 - LRH-LEON HURSE DAM	164,344	27.59	118,994	UPPER TRINITY REGIONAL WATER DISTRICT
00002	LJ	1124042 - UTH SLC 300 WEST RECONSTRUCTIO	19,665	84.05	3,136	SALT LAKE CITY CORPORATION
00002	LJ	1125387 - UNION VALLEY BIKE TRAIL	18,273	81.03	3,468	SACRAMENTO MUNICIPAL UTILITY DISTRICT
00002	LJ	1125547 - UTH TUHAYE DANCING SUN	14,291	92.57	1,062	CLAWSON GENERAL CONTRACTING
00002	LJ	1127511 - UTH 900 SOUTH RECONSTRUCT PH 1	9,498	67.57	3,081	SALT LAKE CITY CORPORATION
00002	LJ	1127654 - JURUPA RD GRADE SEPARATION	67,799	47.47	35,616	COUNTY OF RIVERSIDE TRANSPORTATION AND
00002	LJ	1128940 - RTC ODDIE WELLS CORRIDOR PROJ	43,446	47.29	22,902	216S REGIONAL TRANSPORTATION COMM
00002	LJ	1129045 - EVT - 148TH AVE INTERCHANGE	32,555	76.55	7,636	WSDOT OLYMPIA TRANSPORTATION BUILDING
00002	LJ	1132380 - SAC_SIERRA VISTA PH2 BASELINE	7,939	54.87	3,583	LENNAR HOMES OF CALIFORNIA INC
00002	LJ	1132446 - AZS TAA DDB1	30,099	91.89	2,441	TUCSON AIRPORT AUTHORITY
00002	LJ	1133250 - AMTRAK RUGBY	8,224	49.40	4,161	NATIONAL RAILROAD PASSENGER CORPORATION
00002	LJ	1134315 - KENWOOD RANCH SITE DEVELOPMENT	10,085	67.15	3,313	JIM MURPHY & ASSOCIATES
00002	LJ	1136882 - LAKE COUNTY BRIDGES 01-0E0814	9,315	78.81	1,974	CA DEPARTMENT OF TRANSPORTATION
00002	LJ	1136974 - BNSF NEEDLES TRIPLE TRACK	47,456	93.74	2,969	BNSF RAILWAY COMPANY
00002	LJ	1137189 - UTH IPP RENEWAL PROJECT	15,642	92.58	1,160	INTERMOUNTAIN POWER SERVICE CORP
00002	LJ	1137446 - CHAMBERS CREEK WATERSHED 10	9,772	47.82	5,099	ELLIS PRAIRIE SOIL & WATER CONSERVATION
00002	LJ	1141510 - MOFFETT PLACE GREENLINK	8,455	53.13	3,963	GOOGLE LLC
00002	LJ	1141562 - PD 40TH STREET EAST PALMDALE	7,778	45.57	4,234	COPART INC
00002	LJ	1143011 - CHAMBERS CREEK WATERSHED NO 1	7,826	51.71	3,780	ELLIS PRAIRIE SOIL & WATER CONSERVATION
00002	LJ	1143012 - CHAMBERS CREEK WATERSHED NO 7	6,947	44.46	3,859	ELLIS PRAIRIE SOIL & WATER CONSERVATION
00002	LJ	1143628 - VAN - OR99 I5 CURB RAMPS	5,323	66.39	1,789	OREGON DEPARTMENT OF TRANSPORTATION
00002	LJ	1143799 - VISTA DEL CALABRIA HOLLISTER	11,078	70.81	3,233	LONGREACH ASSOCIATES
00002	LJ	1144190 - EVT - EASTSIDE RAIL CORRIDOR	16,514	53.85	7,622	COUNTY OF KING
00002	LJ	1144488 - UT GBSD M724 BECHTEL	12,673	74.21	3,268	BECHTEL NATIONAL INC.
00002	LJ	1144733 - SAC_HWY20 OMEGA CURVE REALIGN	32,801	45.19	17,977	CA DEPARTMENT OF TRANSPORTATION
00002	LJ	1145764 - VAN - KLAMATH LAKE DESCHUTESCO	9,829	36.89	6,203	OREGON DEPARTMENT OF TRANSPORTATION
00002	LJ	1146592 - NV-NDOT 3905 CHARLESTON CMAR	71,072	35.02	46,182	NV DEPARTMENT OF TRANS
00002	LJ	1146675 - METROLINK MARCH FIELD	22,163	16.92	18,412	COUNTY OF RIVERSIDE
00002	LJ	1147535 - CT HWY 880 RAILROAD BRIDGE	5,543	23.88	4,219	CA DEPARTMENT OF TRANSPORTATION
00002	LJ	1147595 - BK SANDRINI SOLAR 1	5,075	65.35	1,759	GRANITE INDUSTRIAL INC
00002	LJ	1147997 - AZP - COC CHANDLER HEIGHTS	16,171	39.09	9,849	CITY OF CHANDLER
00002	LJ	1149959 - TALUS DRY UTILITY BACKBONE	7,382	63.36	2,705	SILVERROCK PHASE 1 LLC
00002	LJ	1150114 - SD CDOT I-8 REHAB 11-423704	42,538	26.05	31,457	CA DEPARTMENT OF TRANSPORTATION
00002	LJ	1150531 - CHR PH3 PONDEROSA & BUGGY PATH	26,622	39.07	16,222	CALISTOGA HILLS RESORT
00002	LJ	1151474 - FR_J5 KAMM TO PANOCHE	26,313	84.55	4,065	CA DEPARTMENT OF TRANSPORTATION
00002	LJ	1152134 - CALABAZAS CREEK REHAB	12,358	34.76	8,062	201161 SANTA CLARA VALLEY WATER DISTRICT
00002	LJ	1152189 - 08-0R1414 I-40 MEDIAN SEG 5	10,111	52.96	4,756	CA DEPARTMENT OF TRANSPORTATION
00002	LP	1152215 - CREATE 75TH ST CIP	209,280	12.19	183,760	CSX TRANSPORTATION
00002	LJ	1152302 - ALL SAINTS DAY SCHOOL CARMEL	7,074	56.11	3,105	ALL SAINTS DAY SCHOOL
00002	LJ	1152372 - SAC_TUOLUMNE LOG POND DAM	7,854	28.07	5,650	GEI CONSULTANTS INC
00002	LJ	1152402 - AK RICHARDSON HIGHWAY MP 40-51	12,608	17.17	10,443	STATE OF ALASKA DOT
00002	LJ	1152539 - FR_J5 TUMNEY BRIDGE REPLACEMENT	12,055	45.74	6,541	CA DEPARTMENT OF TRANSPORTATION
00002	LJ	1153223 - ELLIS/REDLANDS REIMBURSE	9,136	45.23	5,004	IDIL PERRIS NORTH 3 LP
00002	LJ	1153230 - UT - I-15 PAGES LN TO LAGOON	5,510	75.45	1,353	UT DEPARTMENT OF TRANS
00002	LJ	1154255 - AK KNIK-GOOSE BAY ROAD	53,521	9.56	48,406	STATE OF ALASKA
00002	LJ	1154928 - LAGUNA SECA RACEWAY BRIDGE	12,142	38.63	7,452	COUNTY OF MONTEREY
00002	LJ	1155122 - ELLIS-REDLANDS NON-REIMB	6,777	36.59	4,298	IDIL PERRIS NORTH 3 LP
00002	LJ	1155227 - EVT - SR 9 NW REGION HMA	6,255	77.73	1,393	WSDOT OLYMPIA TRANSPORTATION BUILDING
00002	LJ	1155320 - CDOT PIN AND LINK RETROFITS 4	13,898	1.58	13,678	CHICAGO DEPARTMENT OF TRANSPORTATION
00002	LJ	1155453 - WEN - CASHMERE EAST PAVING	6,843	48.34	3,432	WSDOT OLYMPIA TRANSPORTATION BUILDING
00002	LJ	1157054 - SH 288 AT CR 48	38,513	8.01	35,429	TEXAS DEPARTMENT OF TRANSPORTATION
00002	LJ	1157285 - SAC_DUNCAN CREEK DIVR DAM	17,163	1.24	16,951	PLACER COUNTY WATER AGENCY
00002	LJ	1157304 - 05-1H0104 RTE 1_246	8,120	28.34	5,819	CA DEPARTMENT OF TRANSPORTATION
00002	LJ	1157778 - VAN - I5 PANEL REPLACE	6,369	57.04	2,736	WSDOT OLYMPIA TRANSPORTATION BUILDING
00002	LJ	1158948 - LOMPOC AIRPORT ELEC & RUNWAY	5,262	25.22	3,935	CITY OF LOMPOC



**GRANITE CONSTRUCTION COMPANY**  
**MAJOR INCOMPLETE CONTRACTS**  
*(In Thousands -- USD)*

For the Period Ended March 31, 2023

Company	Job Type	Job	Projected Final Revenue Adjusted	Percent Complete	Backlog Amount	Owner/Receivable Address
00002	LJ	1158985 - AZT - TAA ASE CMAR GMP 2	28,518	17.32	21,826	TUCSON AIRPORT AUTHORITY
00002	LJ	1159892 - CITY GOLETA 22-23 PAVE REHAB	5,107	38.40	3,146	CITY OF GOLETA
00002	LJ	1160550 - CT 05-1H0504 HWY 101 SALINAS	5,054	15.19	4,286	CA DEPARTMENT OF TRANSPORTATION
00002	LJ	1160774 - DM CENTENNIAL BRIDGE IMPROV	11,389	6.53	10,645	UNIVERSITY OF CALIFORNIA BERKELEY
00002	LJ	1161543 - VAN - GOR1A-SPS	46,554	29.75	32,704	WHITING TURNER
00002	LJ	1161594 - SH 288 AT CEDAR RAPIDS	57,508	12.73	50,185	TEXAS DEPARTMENT OF TRANSPORTATION
00002	LJ	1161595 - SH 288 AT DUBUQUE PKWY	49,380	10.97	43,962	TEXAS DEPARTMENT OF TRANSPORTATION
00002	LJ	1162738 - VT OXNARD AIRPORT TAXIWAY	7,707	2.93	7,481	COUNTY OF VENTURA
00002	LJ	1162947 - AZS - NISSAN SKID PAD	6,875	39.58	4,154	NISSAN TECHNICAL CENTER NORTH AMERICA
00002	LJ	1163358 - 3RD & 5TH ST HIGHLAND	9,412	15.83	7,922	CITY OF HIGHLAND
00002	LJ	1164771 - AZT - PINAL AIRPARK	9,167	19.49	7,381	COUNTY OF PINAL
00002	LJ	1165105 - BK 23005 SCOFIELD RD	6,475	5.60	6,113	KERN COUNTY ROADS DEPARTMENT
00002	LJ	1165697 - AZS - TUCSON COMMERCE CENTER	10,875	33.16	7,269	BRINKMANN CONSTRUCTORS
00002	LJ	1167033 - NV-A&K AIRWAY COMMERCE CENTER	6,426	32.11	4,362	A & K EARTH MOVERS INC
00002	LJ	1169347 - AZT - ADOT I-10 AJO TO MP 272	15,731	13.50	13,607	STATE OF ARIZONA
00002	LP	1169594 - ADOT I-10 SUNSET	172,539	2.12	168,887	STATE OF ARIZONA
00002	LJ	1169986 - LA ARTESIA GREAT BOULEVARD	32,925	6.01	30,946	CITY OF LONG BEACH
00002	LJ	1170895 - CT 05-0C7324 HWY 1 SANTA CRUZ	28,995	1.33	28,608	CA DEPARTMENT OF TRANSPORTATION
00002	LJ	1171469 - SB 05-1H9604 SANTA MARIA HWY 1	19,396	0.50	19,300	CA DEPARTMENT OF TRANSPORTATION
00002	LP	1177633 - LA RUNWAY 6L-24R EXITS RUNWAY	172,912	2.71	168,221	LOS ANGELES WORLD AIRPORTS LAWA
00002	LJ	1177824 - SJC NEW TAXIWAY VICTOR PH 1	9,851	1.89	9,665	219M CITY OF SAN JOSE
00002	LJ	1183167 - AZS - GI BRITTLE BUSH SOLAR	6,629	40.03	3,975	GRANITE INDUSTRIAL INC
00002	LJ	1183457 - SD SANDIA CREEK DR BRIDGE	7,933	6.44	7,422	CALIFORNIA TROUT INC
00002	LJ	1183531 - BK 09-378704 SR-395 HMA AT 167	6,798	0.32	6,776	CA DEPARTMENT OF TRANSPORTATION
00002	LJ	1184173 - CT 01-366004 HWY 101 INDIANOLA	46,644	0.57	46,380	CA DEPARTMENT OF TRANSPORTATION
00002	LJ	1185019 - SANTA MARIA AIRPORT REBID	7,992	0.85	7,924	SANTA MARIA AIRPORT DISTRICT
00002	LJ	1186694 - UT EWRR PHASE 3	46,201	1.43	45,538	KENNECOTT UTAH COPPER
00002	LJ	1188141 - AK PORT OF ALASKA NORTH EXT	19,416	0.31	19,355	MANSON CONSTRUCTION CO
00002	LJ	1191318 - SAC_FOLSOM ROD REPLACMNT	16,310	0.73	16,192	UNITED STATES ARMY CORPS OF ENGINEERS
00002	LJ	1194711 - UT SR126 300N TO SR108 MIDLAND	5,062	0.04	5,060	UT DEPARTMENT OF TRANS
00002	LJ	1200002 - BK MASP RUNWAY 12-30 REHAB	9,582	0.02	9,580	MOJAVE AIR AND SPACE PORT
00002	LJ	1203336 - NV-NDOT 3948 SR445 PYRAMID HWY	58,355	0.11	58,291	NV DEPARTMENT OF TRANS
00002	LJ	1204830 - PD SR14 AVE J PWCP20-005	29,677	1.34	29,278	CITY OF LANCASTER
00002	LJ	1206330 - AK RICHARDSON HWY MP 128-138	18,572	0.00	18,572	STATE OF ALASKA DOT
00002	LJ	1214895 - AK BCHL 2023 CONSTRUCTION	14,828	0.36	14,775	FAIRBANKS GOLD MINING INC
00002	LJ	1220849 - HRM - PDX 138	29,446	0.02	29,440	GRAY CONSTRUCTION INC
<b>NON-JOINT VENTURE INCOMPLETE CONTRACTS</b>			<b>4,277,935</b>		<b>2,318,099</b>	
00002	LJ	914530 - SAC I-5 HOV LANE	169,032	97.83	3,670	NOR CAL PAVING
00002	LJ	1137493 - NMACC LAREDO N AND S ROADS	37,700	12.66	32,925	GWWH A JOINT VENTURE LINE ITEM
00858	LP	739200 - I-64 HIGH RISE BRIDGE JV (50%)	432,501	91.10	38,512	VIRGINIA DEPARTMENT OF TRANSPORTATION
00859	LP	818301 - UTH US-89 FARMINGTN-84 MAINJV	380,268	92.07	30,148	23880802 UT DEPARTMENT OF TRANS
00863	LJ	863003 - AZT-DOWNTOWN LINKS CONST JV	67,003	74.78	16,899	CITY OF TUCSON
00867	LJ	1020012 - LIBERTY BRIDGE REHAB JV 55%	48,984	95.17	2,368	UBP BAY CITY LLC
00867	LJ	1020013 - INDEPENDENCE BRIDGE REHAB JV	7,477	26.87	5,468	UBP BAY CITY LLC
00868	LJ	818013 - VR_ARB CMGC CP2 BUY GRDR JV 70	10,899	51.23	5,316	CA DEPARTMENT OF TRANSPORTATION
00868	LJ	818014 - VR_ARB CMGC CP3 SUBSTR JV 70	50,795	55.40	22,654	CA DEPARTMENT OF TRANSPORTATION
00869	LP	1020030 - UT 5600 SOUTH PCS JV 60/40	16,000	90.50	1,519	UT DEPARTMENT OF TRANS
00002	LP	463886 - I-4 ULTIMATE (30%)	762,606	99.41	4,494	SKANSKA GRANITE LANE JV
00002	LP	603106 - AZ-202 SOUTH MOUNTAIN (31%)	311,262	99.46	1,678	ARIZONA DEPARTMENT OF TRANSPORTATION
00002	LP	651353 - HART AIRPORT (33.33%)	315,023	96.54	10,893	HONOLULU AUTHORITY FOR RAPID TRANSPORTATION
00002	LJ	700005 - GRAND PARKWAY CMA REV(30%)	8,495	0.00	8,495	GRAND PARKWAY INFRASTRUCTURE LLC
00002	LP	720438 - SOUTH CAPITOL BRIDGE (50%)	230,726	97.73	5,237	SOUTH CAPITOL BRIDGEBUILDERS
00002	LP	1020002 - MT VERNON VIADUCT (40%)	43,960	21.80	34,378	TRAYLOR GRANITE JOINT VENTURE
00872	LJ	1163000 - NMACC FRC HOMEPORT ASTORIA JV	30,691	3.41	29,644	USCG TREASURY
<b>JOINT VENTURE INCOMPLETE CONTRACTS</b>			<b>2,923,422</b>		<b>254,298</b>	
<b>TOTAL INCOMPLETE CONTRACTS</b>			<b>7,201,357</b>		<b>2,572,397</b>	

\* Granite Construction Incorporated Contracts (Less: Intermountain and WMS) with Forecasted Revenue >= \$5M and Backlog Revenue >= \$1M





Granite Construction Company  
2022 Completed Job Schedule Greater Than \$3 Million

Appendix H

Project Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Work Type Category	Prime or Subcontractor	Name of Contractor (if sub)	Owner Contact	Contract Amount	Actual Completion Date
1029638	Alaska Department Of Natural Resources 550 West 7th Avenue, Suite 1340 Anchorage, AK 99501-3561	Cripple Creek Pit Reclamation Contract Number: S2959-3 Healy, Alaska Reclaim Phase 1 of Cripple Creek Pit as indicated in the bid documents. Improve and maintain the road as needed to access the Cripple Creek Pit with necessary heavy equipment and materials. Work includes clearing and grubbing, undisturbed excavation, embankment, coal seam excavation and burial, blanket drain installation, riprap, topsoil, and seeding.	Prime Contractor	Prime Contractor	N/A	Roger Allday (907) 440-7294 Fax: N/A roger.allday@alaska.gov	\$5,222,383	9/8/2022
1145903	Fairbanks Gold Mining Inc 1 Fort Knox Road Fairbanks, AK 99712	Barnes Creek Heap Leach Earthworks & Construction Contract Number: 475-21-0028 Fairbanks, Alaska Construction to complete Stage 3 earthworks and liner, Stage 4 earthworks, and a portion of the Stage 4 liner in 2022 for the specified portions of the Barnes Creek Heap Leach (BCHL) earthworks, and geosynthetics (including pipework, piezometers and overliner). The construction season is typically May through September with some activities possible in April and October depending upon weather.	Mining	Prime Contractor	N/A	Jamie Bro 907-490-2212 jamie.bro@kinross.com	\$14,789,138	9/31/2022
1134791	City of Tucson PO Box 27210 Tucson, AZ 85726-7210	AZT COT Local Streets Pkg 6 Contract Number: 212838 Tucson, Arizona Milling 2" of pavement totaling 150,944 SY. Pave back with HMA 3" thick, placing approximately 26,832 tons.	Transportation	Prime Contractor	N/A	Austin Wesnitzer (520) 305-2376 Fax: N/A Austin.Wesnitzer@tucsonaz.gov	\$4,406,083	6/10/2022
1139765	Pima County Procurement Department 130 West Congress Street, 3rd Floor Tucson, AZ 85701-1317	AZT PC Districts 1 & 3 Contract Number: IFB-PO-2200023 Tucson, Arizona Milling 2" of pavement totaling 489,808 SY. Pave back with HMA 2" thick, placing approximately 58,622 tons.	Transportation	Prime Contractor	N/A	Jason Boley (520) 526-5951 Fax: N/A Jason.Boley@pima.gov	\$7,738,577	8/31/2022
1141232	Pima County Procurement Department 130 West Congress Street, 3rd Floor Tucson, AZ 85701-1317	AZT PC Avra Valley & Catalina Contract Number: IFB-PO-2200026 Tucson, Arizona Milling 2" of pavement totaling 432,964 SY. Pave back with HMA 2" thick, placing approximately 51,849 tons.	Transportation	Prime Contractor	N/A	Jason Boley (520) 526-5951 Fax: N/A Jason.Boley@pima.gov	\$7,491,572	8/31/2022
1142144	Pima County Procurement Department 130 West Congress Street, 3rd Floor Tucson, AZ 85701-1317	AZT PC District 5 Contract Number: IFB-PO-2200030 Tucson, Arizona Milling 2" of pavement totaling 489,808 SY. Pave back with HMA 2" thick, placing approximately 25,129 tons.	Transportation	Prime Contractor	N/A	Jason Boley (520) 526-5951 Fax: N/A Jason.Boley@pima.gov	\$3,896,998	8/31/2022
1137527	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	06-0X3504 SR-33 HMA Resurfacing near McKittrick Contract Number: 06-0X3504 Bakersfield, California Replace 8 drainage systems throughout the project and repaved 1 for a total of 9. Grind and overlay existing roadway with 21,000 Tons of HMA Type A. Unique land features include natural seeping oil in the roadway; these areas got 2 base lifts of HMA. The base lift of HMA was Micro milled for smoothness prior to placing the RHMA cap. Placed 9000 Tons of RHMA, followed by Diamond grinding for smoothness. The smoothness index for the job earned a Smoothness Incentive. The project was first in Bakersfield to implement Caltrans new requirements of Automatic Flagging Assistance Device(AFAD's). The got shoulder backing, thermoplastic paint and rumble strips throughout the entire 10 Miles. All road side signs were replaced and new traffic loops were installed.	Transportation	Prime Contractor	N/A	Amarjit Dhalwal, R.E. (651) 333-5825 Fax: N/A amarjit.dhalwal@dot.ca.gov	\$4,624,460	9/30/2022

## Appendix H

Project Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Work Type Category	Prime or Subcontractor	Name of Contractor (if sub)	Owner Contact	Contract Amount	Actual Completion Date
1138516	City of Bakersfield 1501 Troutun Avenue Bakersfield, CA 93301-5201	Rosedale Hwy Widening Phase 2 Contract Number: T0K212 Bakersfield, California Construction of two additional lanes (one in each direction) along SR-58/Rosedale Hwy from Verdugo Ln to Calloway Dr and operational improvements at Verdugo Ln signalized intersection. The project would modify lane striping and medians to accommodate the additional 2-lanes. As a result, SR-58 & Rosedale Hwy would be widened from a 4-lane highway to a 6-lane highway. 1,000 CY + Minor Concrete including Stringless Machine Placed Median Curb / Curb and Gutter, Colored Stamped Concrete, Sidewalk, and Driveways, 6,200 TN HMA, 450' RCP Storm Drain, Striping, Electrical.	Transportation	Prime Contractor	N/A	Ravi Pudipeddi (661) 326-3483 rpuipeddi@bakersfieldcity.us	\$3,685,524	6/4/2022
1148182	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	05-1N6704 SR-33 Ventucopa Contract Number: 05-1N6704 Ventucopa, California The job received 370 Tons of HMA Type A for Digout repairs in failed areas throughout the 11 miles. Next a rubberized hot mix asphalt (RHMA) was used to resurface the existing roadway. Shoulder backing was installed. Diamond grinding was utilized for smoothness. The improvement in the smoothness index earned the job a Smoothness incentive. New pavement markings were installed, as well new striping throughout the job. The crew remobilized to the job for a final repair of failing subgrade with 24 Tons of HMA.	Transportation	Prime Contractor	N/A	Jason Torres (909) 560-5695 Fax: N/A jason.torres@dot.ca.gov	\$3,001,480	10/24/2022
731212	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	050N7404 4A 101 Carpinteria Contract Number: 05-0N7404 Carpinteria, California This project to add an HOV lane in each direction is approximately 3 miles long and is located in Carpinteria, CA on Highway 101. It also includes reconstructing the entire existing highway using approximately 26,000 CY of base, 29,000 TN of HMA, and 39,100 CY of Continuously Reinforced Concrete Pavement (CRCP). Two bridges spanning seasonal creeks are removed and replaced as well as construction of numerous retaining walls and sound walls. The project also includes replacement of all drainage facilities and installation of new signage, striping, guardrail, fencing and other improvements.	Transportation	Prime Contractor	N/A	David Emerson (805) 549-3437 Fax: N/A David.emerson@dot.ca.gov	\$68,519,437	10/13/2022
1116746	M1 San Luis Ranch, LLC 330 James Way, Suite 270 Pismo Beach, CA 93449-2982	SLR Intract Surface WA Nos Contract Number: WA NO. 5 San Luis Obispo, California Site Work - Grading, Paving, Concrete	Infrastructure / Site Dev	Prime Contractor	N/A	Gordon Cloes (760) 484-8663 Fax: N/A gordon@sanluisranch.org	\$4,081,312	3/1/2022
1122119	Santa Barbara County Flood Control 130 East Victoria Street, Suite 200 Santa Barbara, CA 93101-2019	Lower Mission Creek SC8042 Contract Number: SC8042 Santa Barbara, California The Project generally consists of providing water pollution control; traffic control; temporary shoring; removal of existing drainage and parking lot improvements; channel excavation; disposal of contaminated soil and groundwater; construction of a reinforced concrete weir structure and by-pass channel; construction of approximately 200 linear feet of CIPH Secant Pile wall system with architectural treatment; installation of Rock Slope Protection, fabrication and installation of by-pass channel metal debris rack; installation of fencing and railings; construction of new drainage facilities and parking lot improvements; and Native Plant Restoration.	Transportation	Prime Contractor	N/A	Matt Griffin (805) 884-8074 Fax: N/A mgriffin@countysb.org	\$5,836,671	3/18/2022



Granite Construction Company  
2022 Completed Job Schedule Greater Than \$3 Million

## Appendix H

Project Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Work Type Category	Prime or Subcontractor	Name of Contractor (if sub)	Owner Contact	Contract Amount	Actual Completion Date
1143087	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	05-1M3704hwy 154 Place Hina Contract Number: 05-1M3704 Santa Barbara, California Place HEST at five locations on SR-154, 4.330 TN HMA Cold plane existing pavement, place HMA-A and HEST overlay.	Transportation	Prime Contractor	N/A	David Ballentine (805) 688-5920 Fax: N/A david.ballentine@dot.ca.gov	\$3,348,199	9/1/2022
961389	University of California, Santa Cruz 1156 High Street Santa Cruz, CA 95064	UCSC Kresge College Phase 1 Early Work Contract Number: 19020049 Santa Cruz, California Site preparation for improvements to university housing complex, including site demolition, clearing, 20,000 SF temporary shoring, 750 LF waterline installation; 15,000 CY of earthwork and grading.	Infrastructure / Site Dev	Subcontractor	Swinerton Builders 6001 Bollinger Canyon Rd, Suite 11261 San Ramon, CA 94583 jleutonico@swinerton.com	Joe Teutonico (408) 420-0690 Fax: N/A	\$5,349,605	3/1/2022
1131962	City of Monterey 580 Pacific Street Room 7 Monterey, CA 93940-2806	Monterey USAG Presidio of Monterey Pavement Repair Contract Number: IIO POM 18-016; PO #44458 Monterey, California Pavement repairs, including demolition of existing curb ramps and installation of ADA compliant curb ramps, pavement grinding, spot repair, and roadway rehabilitation (overlay and full-depth reclamation), utility cover adjustment, and striping & marking. Quantities included 630,000 SF of milling and digouts, 9,300 TN of digout and overlay paving, 18,000 SF of flatwork (ADA ramps, cross gutters, sidewalk).	Transportation	Prime Contractor	N/A	Antonio Hernandez, PM (831) 546-5685 ahernandez@monterey.org	\$4,040,030	5/11/2022
1155255	County of Monterey 1441 Schilling Place, South 2nd Floor Salinas, CA 93901	Cooper Road Reconstruction Contract Number: 1152 Salinas, California Road reconstruction including performing full depth reclamation on the existing pavement, or 59,000 SY and 2,000 TN of cement, 18,750 TN of hot mix asphalt concrete paving, drainage work including 200 LF of gabion basket walls, inlet structure improvements, striping & marking, adjustment of utilities, clearing & grubbing, and 80 CY of extruded concrete curb and raised islands.	Transportation	Prime Contractor	N/A	Billy Issa Resident Engineer (831) 796-1343 issaab@co.monterey.ca.us	\$3,950,024	11/16/2022
1034434	Fluence Energy LLC 701 Willow Pass Road Pittsburg, CA 94565-1803	Diablo Bess Site Work Contract Number: PO-LLC3414 Pittsburg, California Site Work including grading a 12-acre site which included 36,000 CY of dirt off-haul, 16,000 cy of over-excavation, 2,038 each 20" diameter Geopiers ranging from 10'-20' below subgrade, and 18" lime treatment under the concrete foundations. The concrete foundations consist of 3 each 70x760x12" thick concrete mat foundations for the battery cubes adjacent to 3 each 10x760x16" thick equipment pad foundations. Granite placed 2,400 CY of concrete for each battery cube foundation and 375 CY for each equipment pad foundation. In addition, Granite constructed a 920 LF x 4' high retaining wall with fencing along the southern boundary of the site and 1,700 LF of CMU wall along the other 3 boundaries. The northern and western perimeters have 1,400 LF of bio-retention to accommodate the storm drain runoff from the site. Granite excavated and backfilled 45,000 LF of electrical trench for electrical conduit and drilled 34 each light pole foundations. The site work also includes 1,275 LF of storm drain piping and 3,100 LF of fire water with 8 fire hydrants. The 75,000 SF of asphalt roadway within the site included 4,092 LF of vertical curb, 2,650 LF of curb and gutter, and 844 LF of valley gutter.	Infrastructure / Site Dev	Prime Contractor	N/A	Will Fetterley (414) 429-3258 Fax: N/A will.fetterley@fluenceenergy.com	\$14,806,657	12/16/2022



Granite Construction Company  
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1135125	Google LLC 1600 Amphitheatre Parkway Mountain View, CA 94043	Google Runway Emergency Repair Contract Number: CD800261 PO 4100103768 Mountain View, California This project included a 3" grind and AC overlay for 600,400sf of runway meeting FAA joint removal and replacement standards, micro-milling the outer wings of the runway and Seal Coating 600,400sf, installing \$9,000 lf of crack seal and removal / replacement of the existing striping located on the runway and taxiways. The project also provided QC testing at the plant and on grade.	Transportation	Prime Contractor	N/A	Anthony LaMarca Phone: Fac N/A alamarca@google.com	\$3,995,077	1/13/2022
1140568	Gcl Inc 875 Battery Street, 1st Floor San Francisco, CA 94111-1547	Pacheco - 1600 Airport Contract Number: JOB #223006 Redwood City, California Demo 333cy of existing median islands curbs/AC sections, 3,525cy of bio retention excavation, removal of 40 trees, and the removal of conflicting utilities. Installation of concrete curbs, underground utilities (storm drains, storm drain check valves, manholes, drainage inlets, irrigation & electrical conduits and light pole relocation, removal and replacement). Installation 615cy of concrete lined bio retention basin structures, installation 4 storm water pump stations and extensive bio retention backfill / landscaping & irrigation replacement.	Infrastructure / Site Dev	Subcontractor	Gcl Inc 875 Battery St San Francisco, CA 94111	Alice Lee Phone: Fac N/A lealice@google.com	\$3,590,421	11/13/2022
1138070	Cresleigh Homes Corporation 433 California Street, 7th Floor San Francisco, CA 94104-2016	Napa Soco Foundations Contract Number: N/A Napa, California Cast-in-place concrete, including footings & foundations, slabs on grade, imbeds including anchor bolts, tie downs and hold downs with bolts and brackets, hold down straps, aggregate and membrane, concrete driveways, walkways and stoops, building layout, soil moisture conditioning, expansion joints and control joints, proper curing of concrete work.	Infrastructure / Site Dev	Subcontractor	Cresleigh Homes Corporation	Luke Young (916) 781-5397 Fac N/A lyoung@cresleigh.com	\$3,493,347	4/30/2022



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814902	Union Pacific Railroad 1400 Douglas Street Omaha, NE 68179-1001	UPRR Colton Transfer Table Contract Number: MA-000885-2018 Colton, California The project scope consists of the fabrication of foundations beams that will be secured to 150 piles driven approximately 40 to 45 feet in depth to support 6 rows of foundation beams with crane rails where the 100 foot long transfer table travels 245' inside a 4' deep pit from North to South; linking 8 rails on the East to 6 rails on the west side of service yard. Transfer table is constructed of weldments bolted together, with an overall dimensions of 20' wide and 100' long, rated at 250 Ton capacity to transport one locomotive and a Tugger vehicle. Table is powered by two separate drive systems, each has a central gear box driven by two 25hp motors and two drive wheels. Operation of the table is controlled by a PLC that monitors the operator inputs, motor speeds and sensor inputs to move the table to a maximum speed of 80 FPM. There are two operator stations at each end of the table Platform Rail that connects to the table rail will be realigned for a smooth transition on and off the table, leading 2 feet of the platform will be demoed and reinforced imbedded steel plates will be added and secured with high strength concrete.	Transit & Rail	Prime Contractor	N/A	Tony Milliti (402) 544-3008 Fax: N/A ajmiliti@up.com	\$7,093,556	3/30/2022
1130436	City of Big Bear Lake PO Box 10000 Big Bear Lake, CA 92315-8900	Big Bear Moonridge Road Reconstruction Contract Number: N/A Big Bear Lake, California Reconstruction of Moonridge Road from Elm St. to Club View Dr, located in the City of Big Bear Lake. The project includes demolition, 1,600 LF of storm drain improvements, lighting, 41,000 SF of new sidewalks and bike way, grading, 6,200 CY of CTB, 3,100 TN of AC paving, landscaping and irrigation, traffic control elements, and striping.	Transportation	Prime Contractor	N/A	Israel Gomez Rosales Phone: Fax: N/A igomez@citybigbearlake.com	\$8,527,397	5/27/2022
926444	County of San Bernardino 1170 West 3rd Street 2nd Floor San Bernardino, CA 92410-1715	Redlands Passenger Rail Proj Contract Number: 19-1002070 San Bernardino, California Granite was responsible for the construction of a new Diesel-Multiple Unit (DMU) shop and yard facility as part of the Redlands Passenger Rail Project. The shop and yard is located on an approximate 3.1 acre site, which is adjacent to two operating railroad agencies, BNSF and the SCRRA (Metrolink). The facility included construction of a pre-engineered 15,000 SF Maintenance building, inspection pit, pedestal and maintenance tracks with portable jacking pads, storage tracks, switches, a triple-wide prefabricated 1,800 SF Operations building, and a concrete wash pad. The Maintenance building will accommodate six DMUs. Additional scope included removal, storage, and reinstallation of the rail and switches; demolition, excavation, and removal of existing concrete, asphalt, ballast, and sub-ballast; and relocation of existing storm drain and sewer pipes.	Transportation	Prime Contractor	N/A	Tim Schmidt (669) 272-1665 Fax: N/A TJSchmidt@lan-inc.com	\$25,890,239	4/1/2022



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779162	West Point Contractors Inc 2915 East Wilding Road Tucson, AZ 85755	EAFB IDIQ Paving Construction Services Contract Number: 2017-027-USAF-001 Edwards, California Roads and Airfield Maintenance.	Public Safety	Subcontractor	West Point Contractors Inc	Joel Alley (520) 742-6565 (O) (520) 861-3790 (C) joel.alley@westpointcontractors.com	\$7,067,081	6/15/2022
940607	Hensel Phelps Construction Company 4729 East Van Buren Street Phoenix, AZ 85008	Hip Delta Lax T3 Skyway Contract Number: 4018172-020200 Los Angeles, California Subcontractor to Hensel Phelps performing mass excavation and grading.	Commercial	Subcontractor	Hensel Phelps Construction CO	Brady Church (619) 972-5891 Fax: N/A bchurch@henselphelps.com	\$13,732,378	7/2/2022
968361	Los Angeles World Airports (LAWA) 1 World Way Los Angeles, CA 90045-5803	VI Van Nuys Taxiway A Rehab Contract Number: 733359 Van Nuys, California Reconstruction of the taxiway and shoulder pavement; replacement of lighting and signage and other miscellaneous improvements.	Transportation	Prime Contractor	N/A	Sean Flynn (424) 646-5867 Fax: N/A sflynn@lawa.org	\$25,052,985	6/1/2022
1023580	Swinerton Builders 260 Townsend Street San Francisco, CA 94016	Swinerton Hotel Del Coronado Contract Number: 19054021-038 Coronado, California Subcontractor to Swinerton performing all roadway offsite improvements.	Infrastructure / Site Dev	Subcontractor	Swinerton Builders	Bobby Jennings (619) 559-6306 Fax: N/A bjennings@swinerton.com	\$5,593,068	2/10/2022
1024222	City of Oceanside 300 N. Coast Highway Oceanside, CA 92054	Oceanside Lower 1 Conveyance Contract Number: 908142215715 Oceanside, California The work includes construction of 38,540 linear feet of recycled water pipeline and appurtenances within the City of Oceanside, originating at the San Luis Rey Water Reclamation Facility. Pipeline diameters range between 10 to 18-inches. The work includes multiple horizontal directional drill crossings of the San Luis Rey River adjacent to Douglas Drive.	Water	Prime Contractor	N/A	Phillip Tunnell (760) 435-5848 Fax: N/A ptunnell@oceansideca.org	\$17,754,664	3/31/2022
1036225	North County Transit District 810 Mission Avenue Oceanside, CA 92003	NCTD Green Beach Bridge Contract Number: 21003-OS Camp Pendleton, California Work consisted of structural repair to replace the bridge bearings under spans 5 through 7, replace span 4 with new steel structural members, retire the existing timber spans 1 and 2, and replace the rail across the limits of the entire bridge.	Bridge Only	Prime Contractor	N/A	Scott Shroyer (760) 967-2849 Fax: N/A ssshroyer@nctd.org	\$3,876,081	4/11/2022
1036233	San Diego Association of Governments (SANDAG) 401 B Street San Diego, CA 92101-4231	Sandag El Portal Undercross Contract Number: 5647183 Encinitas, California The work consists in general of a new railroad bridge, a new pedestrian underpass, retaining wall construction, and landscaping at MP 237.1 on a portion of the LOSSAN corridor located in the City of Encinitas, within San Diego County.	Bridge	Prime Contractor	N/A	Irfan Kalhoro (949) 422-8304 Fax: N/A irfan.kalhoro@ascom.com	\$7,227,435	5/10/2022
1041087	City of Encinitas 305 South Vulcan Avenue Encinitas, CA 92024-363	Encinitas Leucadia Phase 1 Contract Number: CS04D Encinitas, California Improvements on North Coast Highway 101, from Marcheta Street to Basil Street, in the City of Encinitas, in the state of California. The work to be completed involves demolition, pavement removal and reconstruction, pavement grind and overlay, roundabout construction, curbs/gutters, sidewalk construction, bioretention areas, roadway improvements, signing and striping, storm drain improvements, lighting, decorative furnishings and hardscape, landscaping and irrigation, appurtenances.	Transportation	Prime Contractor	N/A	Jill Bankston (760) 633-2839 Fax: N/A jbankston@encinitasca.gov	\$7,693,001	9/12/2022



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1041133	San Diego County Regional Airport Authority 3225 North Harbor Drive San Diego, CA 92138-2776	SDCRAA West Refueler Facility Contract Number: 104249A & 104274A San Diego, California West Refueler Loading Facility includes the following: • The construction of a five bay refueler loading facility on the west side of the airfield that will replace the existing facility. • Connection to the existing fuel transfer pipeline on the north of the runway, near the fuel farm. • Construction of an oil, water separator and containment spill area. • Associated surface pavement improvements and other items incidental to the installation of the fuel distribution pipes and refueler loading rack are also included. The work requires detailed coordination with CIP 104274A, West Solid Waste Facility. The work for CIP 104274A West Solid Waste Facility, includes but is not limited to the following: • Installation of Solid Waste Disposal Area with a Canopy Roof Structure. • Electrical Equipment. • Connection to existing sewer and water services. • Installation of new grease interceptor and relocated 12kV electrical duct bank. • Taxiway Edge Lighting and airfield markings. • Complete associated surface pavement improvements and other items incidental to the installation of the solid waste facility. It is intended that the work be completed in every respect under the Contract, and such items or details not mentioned above that are required by the Contract document shall be furnished, performed, placed, constructed, or installed by the Contractor.	Transportation	Prime Contractor	N/A	Clay Bomberger (619) 400-2662 Fax: N/A cbomberg@san.org	\$16,348,894	3/27/2022



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1013757	El Dorado Irrigation District 2890 Mosquito Road Placerville, CA 95667	Folsom Lake Intake Improvements Project Contract Number: 15024.01 El Dorado Hills, California Demo of existing infrastructure, mechanical and electrical systems Cast in place concrete retaining walls, pads, and pipe support structures 30in underground carbon steel water piping 30in Stainless steel casing structure and pipe supports 12in Stainless steel discharge piping 18EA – 24in & 30in diameter under water piles 13EA – Rock Anchors Medium Voltage Pump station electrical components (SWGR, VFD's, Transformers, MCC's and PLC's) Mechanical components (HVAC, Pneumatic piping /controls, Surge tank, flow meters and valves) 4EA – 600 HP submersible pumps 3EA – Passive water intake screens	Water	Prime Contractor	N/A	Jon Money, PM (530) 822-4513 (530) 626-0387 jon.money@edcgovus	\$37,165,067	5/31/2022
817306	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	Cosumnes CMGC CP6-River Bridges Contract Number: 03-052864 Elk Grove, California Replacement of Cosumnes River and Overflow bridges along Highway 99 including construction of embankment along southbound 99 Abutment Excavation – 3,700 CY Piers Excavation – 1,000 CY Structure Backfill – 1,412 CY Overflow Footing Fab Forms – 768 SF Overflow Bridge F/S Footing Forms – 1,320 SF River Bridge Abut Fab Forms – 4,240 SF River Bridge F/S Abut & Wingwalls – 5,896 SF River Bridge F/S Abut Backwall & Shear Block – 1,975 SF River Bridge Columns Fab Forms – 1,320 SF River Bridge F/S Columns – 7,308 SF River Bridge Pier Cap Fab Forms – 2,816 SF River Bridge F/S Pier Cap Falsework – 3,553 SF River Bridge F/S Pier Cap Falsework – 6,766 SF River Bridge F/S Pier Cap Falsework – 640 SF River Bridge Diaphragms Fab Forms – 3,268 SF River Bridge F/S Diaphragms Abut – 7,102 SF River Bridge F/S Diaphragms Intermed – 10,188 SF Overflow Abut Fab Forms – 4,080 SF Overflow F/S Abut & Wingwalls – 6,668 SF Overflow F/S Abut Backwall & Shear Block – 1,272 SF Overflow Columns Fab Forms – 1,040 SF Overflow F/S Columns – 7,864 SF	Transportation	Prime Contractor	N/A	Rod Murphy (530) 701-1305 Fax: N/A rodneymurphy@dot.ca.gov	\$65,769,914	12/31/2022





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1121625	Eco Energy LLC 6100 Tower Circle, Suite 500 Franklin, TN 37067-1456	ECO Energy Port of Stockton Contract Number: 2018-1183 Stockton, California Construction to build an Intermodal Ethanol unloading Facility, work included 4 new strip tracks, fire protections, piping and pumps to unload 108 ethanol tanks cars. 2,400 lf prefabricated steel building 31,500 CY of Earthwork 8,500 tn of Asphalt 13,000 TN of Ballast Type 2 12,875 LF of New Track 12,207 LF of Piping 3,300 LF of Machine C&G	Infrastructure / Site Dev	Prime Contractor	N/A	Chadwick A. Conn (615) 778-2898 Fax: N/A chadc@eco-energy.com	\$19,176,625	9/30/2022
1126233	Placer County Water Agency 144 Ferguson Road Auburn, CA 95604	Interbay Sediment Removal Project Contract Number: 2020-11 Foresthill, California Removal (excavation) of approx 70,000 CY of sediment from Interbay Reservoir, transport and placement at the designated spoils location at nearby Disposal Site along Mosquito Ridge Road. Weld 30" HDPE diversion pipe designed to divert 80 CFS of water, installed with option to gravity feed or pump water dependent on incoming flows.	Water	Prime Contractor	N/A	Kyle Dushane (530) 367-6715 Fax: N/A kdushane@pcwa.net	\$3,515,221	2/28/2022
1145895	County of Sacramento 9700 Goethe Road, Suite D Sacramento, CA 95827-3558	Sac 4550 Ac Overlay Sb1 Ph3 Contract Number: 4550 Sacramento, California Constructing a rubberized asphalt concrete overlay, repair deteriorated pavement sections (base repair), place a rubberized asphalt concrete overlay or slurry seal, install ADA curb ramps, traffic signal improvements, restripe the roadway and other improvements necessary to complete the overlay. Cold plane at a depth of 2" Total RHMA placed = +/- 12,000 tons Total base repair (grind/pave) = +/- 3,500 tons Total ADA Ramps = 35 EA	Transportation	Prime Contractor	N/A	Ali Chehade (916) 875-2700 Fax: N/A chehadea@saccounty.net	\$4,944,696	10/31/2022
1149392	County of Sacramento 9700 Goethe Road, Suite D Sacramento, CA 95827-3558	Sac 4543 Ac Overlay Sb1 Ph2 Contract Number: 4543 Sacramento, California Placing conventional concrete pavement overlay or slurry seal, repaving failed pavement (base repair), grinding pavement to accommodate overlay (cold planning), adjusting manholes to grade, installing sidewalk accessibility ramps, placing pavement striping, markings, and markers. Cold plane at a depth of 2" Total ADA Ramps = 131 EA Total HMA placed = +/- 17,100 tons Total base repair (grind/pave) = +/- 2,000 tons	Transportation	Prime Contractor	N/A	Ali Chehade (916) 875-2700 Fax: N/A chehadea@saccounty.net	\$5,151,626	10/31/2022

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841935	Lodi Fish and Wildlife Office 850 South Guild Avenue, Suite 105 Lodi, CA 95240-3170	Sac Beale Dam Removal Bear River Fish Barrier Removal Contract Number: F18AC00822 Beale Arb, California Fix fish passage impediments to improve upstream migration of steelhead. Bridge Pier Raised/Reinforced 24 Logs: 12 w/Root Wads, 12 w/o Root Wads 12 Root Wads installed: 6ft to 8ft 11,250 tons Rocks Imported: 6inch to 5ft in diameter 4000 Plants installed 1 Acre Hydrosedding	Environmental	Prime Contractor	N/A	Tamara Gallentine (530) 634-2738 Fax: N/A Tamara.gallentine.2@us.af.mil	\$3,358,785	9/3/2022
1035754	County of Madera Public Works Dept. 200 W 4th Street Madera, CA 93637-3548	Oakhurst Midtown Connector Contract Number: 20-03-PW Oakhurst, California The work to be done consists of road and bridge construction, grading, storm drains, cut and fill, sidewalk, curb and gutter, and traffic signal installation within Madera County in accordance with the State Standard Specifications, Revised Specifications, or those approved by the State of California.	Transportation	Prime Contractor	N/A	Ryan Wilson (916) 601-9091 Fax: N/A ryan.wilson@nw5.com	\$12,842,277	4/8/24
1037036	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	06-029104 Hwy 99 & Ave 152 Overcrossing Tulare County Contract Number: 06-029104 Tipton, California Bridge replacement of Avenue 152 overcrossing on highway 99. Shifting of traffic alignment along highway 99 northbound and southbound. Construction of detours to cross traffic over the median. Nightly detours of one direction of travel along highway 99.	Transportation	Prime Contractor	N/A	Javier Huerta (559) 651-8319 (559) 286-7590 javier.huerta@dot.ca.gov	\$8,178,425	4/7/26
1124135	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	06-015204 HMA & RHMA Resurfacing Hwy 99 Madera Contract Number: 06-015204 Madera, California Remove existing pavement surface and replace with HMA and RHMA on SR99. Also replace existing concrete bridge approaches with rapid set concrete.	Transportation	Prime Contractor	N/A	David Carruba (559) 974-5337 Fax: N/A david.carruba@NV5.com	\$8,211,783	4/4/21
1129452	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	06-0X3104 SR145 Resurfacing Kernan Contract Number: 06-0X3104 Kernan, California Remove existing pavement surface and replace with HMA and RHMA on SR145	Transportation	Prime Contractor	N/A	Gary J. Cruz (559) 341-3377 (559) 243-3825 gary.cruz@dot.ca.gov	\$4,209,509	4/8/25
1135024	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	06-0079U4 SR43 & SR198 near Hanford Contract Number: 06-0079U4 Hanford, California Construct gore paving, slope paving and irrigation upgrades.	Transportation	Prime Contractor	N/A	Anourack Khanpraseuth (559) 355-7868 Fax: N/A anourack.khanpraseuth@dot.ca.gov	\$4,086,904	4/8/22
1140387	Quiring General LLC - 5118 East Clinton Way Suite 201, Fresno, California 93727-2094	Ft. Vch Entry Roads Contract Number: 20008-38062 Madera, California Infrastructure/Parking Lot at the Valley Children's Healthcare facility located in Madera, including traffic control, demolition, earthwork & asphalt pavement, site utilities, site concrete, signage, street lighting & electrical.	Infrastructure / Site Dev	Subcontractor	Quiring General LLC	Nathan Newman Phone: N/A Fax: N/A Nnewman@valleychildrens.org	\$3,156,688	12/31/2022



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1141900	Federal Highway Administration - 12300 West Dakota Avenue, Lakewood, Colorado 80228-2595	Fr_Ave 26 Fed Road Improvement Contract Number: 6982AF22C000005 Chowchilla, California Avenue 26 and Road 29 is a rural principal arterial road located 15 miles north east of Madera, California. The project will rehabilitate and restore 11 miles of Avenue 26 and 5.4 miles of Road 29, which provide access to the Eastman Lake Recreational Area. The project will include pulverization and replacement of the existing asphalt two-lane roadway with new aggregate base and asphalt pavement. New pavement profile will match existing alignment and structures. The proposed typical sections include a 22 foot traveled way and 4 foot paved shoulders. Selected approach roads will be paved and improved drainage structures, permanent signage, and erosion control devices.	Transportation	Prime Contractor	N/A	Matthew Fletcher (202) 897-4947 Jiles Sthapit (832) 520-5646	\$16,306,555	11/1/2022
1150317	California Department Of Transportation - Contract Bids (Sacramento) - 1727 30th Street, Sacramento,	Fr_51198 Hanford Overlay Contract Number: 06-1C5204 Lemoore, California Cold plane AC pavement and place RHMA (Gap Graded), 25,200 tons and HMA (Type A), 8,150 tons. Cold planning about 360,000 square yards of asphalt.	Transportation	Prime Contractor	N/A	Din Dadawalla (559) 417-5927 (559) 243-3345 din.dadawalla@dot.ca.gov	\$5,603,016	11/15/2022
1018236	Reno Tahoe Airport Authority 2001 Plumb Lane Reno, NV 89510	Runway 16R-34L Reconstruction Contract Number: WA-2020-084 Reno, Nevada Demolition of approximately 31,500 SY existing asphalt pavement, construction of approximately 9,000 SY of new asphalt pavement, removal and reconfiguration to replace 2,700 SY Portland Cement Concrete pavement, placement of 27,500 SY of rock mulch.	Transportation	Prime Contractor	N/A	Tony Curatolo (775) 328-6461 Fax: N/A tcuratolo@renoairport.com	\$41,659,473	11/1/2022
1043010	Coeur Rochester Inc 505 Front Street Coeur d'Alene, ID 83815	Coeur Rochester Mass Earthwork Contract Number: 0000 Loveland, Nevada Project scope included the civil mass earthworks phase of the Coeur Rochester POA 11 Project. The project encompasses the construction of 2 million cubic yards of earth moving to construct access roads, crusher pad platforms, stockpile platforms, drilling and blasting, massive fill box culverts, and 38,000 LF of HDPE pipe. Completion of the earthwork package turns over to a third-party structural concrete contractor to build up the crushers and stockpile platforms.	Mining	Subcontractor	SNC/Lavalin	Greg Robinson Phone: Fax: N/A grobison@coeur.com	\$30,997,197	3/30/2022



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1140880	Regional Transportation Commission PO Box 30002 Reno, NV 89520-3002	RTC-Reno Consolidated 22-01 Contract Number: WA-2022-001 Reno, Nevada Removal of existing composite roadway section and constructing new structural roadway section on Sky Mountain Drive from Summit Ridge Drive to the Highland Ditch and Sky Valley Drive from the Highland Ditch to Summit Ridge Drive. There will be curb and gutter, driveway and sidewalk installation/replacement and installation/reconstruction of pedestrian ramps; new permanent pavement markings; storm drainpipe and catch basin installation and utility adjustments. Sky Mountain Drive to 675' from Summit Ridge Drive - 6" Type 2 AC on 9.5" Roadbed Modification with 3% Cement. Sky Mountain Drive 675' from Summit Ridge Drive to the Highland Ditch - 6" Type 2 AC on 8" Roadbed Modification with 3% Cement. Sky Valley Drive from the Highland Ditch to Summit Ridge Drive - 6" Type 2 AC on 8" Roadbed Modification with 3% Cement.	Transportation	Prime Contractor	N/A	Roy Flores (775) 335-1881 Fax: N/A Email:	\$3,043,043	8/4/2022
1136683	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	Caltrans Emer Caldor Fire Work Contract Number: 00 Meyers, California Repairs for avalanche cannons that were damaged in the fire (via sub work); removed hazardous trees away from the highway to provide safe travels for Highway 50 (via sub work); permanent erosion control for the burn scarred damage on the slopes; clean out drainage ditches, pipe crossings, and drop inlets; removing excess sand, ash, vegetation and fire debris to provide proper storm run-off; provided Caltrans with support to clean up and remove rocks from a large rock slide that blocked Highway 50; and milled and paved hot mix through the north portion of Highway 50 over Echo Summit.	Transportation	Prime Contractor	N/A	Benjamin Hargrove (530) 682-8160 Fax: N/A Email:	\$12,184,123	7/8/2022
1144473	City of Reno PO Box 1500 Reno, NV 89505	Nr-Cor-Swaps St Rehab Contract Number: WA-2022-093 Reno, Nevada Perform root mitigation, stabilization material (over-excavation), roadbed modification 6" AB placement, roadbed modification 8" AB placement with stabilization fabric, install Type 1, Type 4R and Type 3 SD CB, install new MH to FG and provide 24" COR logo cover, abandon and grout 12" storm drain main, PCC curb and cutter (Type 1, 1A, Rollled), PCC post curb, PCC sidewalk, PCC residential driveway with private driveway transition, PCC commercial driveway with private driveway transition, PCC valley gutter, PCC ADA pedestrian ramp, install 1/2" steel checkered plates for tree roots, remove, protect and reset driveway/landscape pavers, install speed hump, bituminous pavement for reconstructed streets, bituminous pavement patch in roadway areas and behind driveways, protect and adjust manhole structures new FG new 24" COR logo, protect and adjust gas and water valve box to NFG, protect and adjust new and existing water/utility boxes to NFG, protect and adjust new and existing traffic rated water/utility to NFG, protect and adjust water meter setter to NFG, preformed thermo pavement markings 12" stop bar, Preformed thermo pavement markings stop and yield triangles, pavement markings 4" double solid yellow paving, paint curb, remove and replace existing fence, furnish and install new base, anchor and post, relocate existing signs with new base and posts, furnish and install new street name and traffic signs, reconstruct survey monuments, and traffic control.	Transportation	Prime Contractor	N/A	Diego Villagrana (775) 657-4633 Fax: N/A Email:	\$3,304,313	7/1/2022



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1144902	Regional Transportation Commission PO Box 30002 Reno, NV 89520-3002	NV-RTC-Reno Cons California Av Contract Number: WA-2022-004 Reno, Nevada On California Avenue, between Booth Street and Hunter Lake Drive, rehabilitate the roadway, make ADA improvements, create bicycle and pedestrian connectivity, add and maintain sidewalks, and improve safety. At the California Avenue/Mayberry Drive intersection, reconfigure it to a four-way intersection with crosswalks, use roadway geometrics to slow traffic entering the neighborhood, and create fewer conflict points between pedestrians, bicycles, and cars, creating a safer roadway. The RTC also improved ADA access to the Route 16 transit stops on California Ave. near Abutous Street and Hunter Lake Drive. 43,000 SF of Concrete Flatwork; 4,880 LF of Concrete Curb and Gutter; 515 LF of Concrete Retaining Wall; 12 Catch Basins; 9 Manholes; 1300 LF Storm Drain; 143,000 SF of Roadbed Modification and Paving; 430 LF Street Lighting Conduit.	Transportation	Prime Contractor	N/A	Judy Torrelli (775) 335-1824 Fax: N/A Email:	\$4,040,071	8/30/2022
1145734	City of Reno PO Box 1900 Reno, NV 89505	NV-Cor-Humboldt St Area 1 Contract Number: WA-2022-134 Reno, Nevada The project encompassed the construction of 6,500 tons of asphalt, 46,500 sf of flatwork, 7,900 lf of C&G, and 2,500 lf of sewer and storm drain. The original bid amount was \$5,775,775. The final contract value was \$5,718,664. Work on the sanitary sewer and storm drain collection systems included the installation of new 8-inch to 15-inch diameter sanitary sewer and storm drain pipe, the abandonment or removal and replacement of manholes, constructing new manholes, sanitary sewer service lateral connections, abandonment of existing sewer mains, removal and replacement of storm drain catch basins, surface improvements, utility adjustments, bypass pumping, traffic control and all miscellaneous and incidental work necessary to complete the project as specified. Site improvements include full depth alleyway demo and reconstruct (6" PCCTP), roadway replacements (5" AC section), curb and gutter, as well as sidewalk and driveways. The project areas include Humboldt Street, Lander Street, California Avenue, Marsh Avenue, St. Lawrence Avenue, Reno Avenue, S. Arlington Avenue, Cove Place, and various alleyways.	Transportation	Prime Contractor	N/A	Kevin Williams (775) 334-3300 Fax: N/A Email:	\$5,718,718	7/30/2022
972080	Whatcom County Public Works 322 N Commercial Street Ste 210 Bellingham, WA 98225	Birch Bay Drive & Pedestrian Facility Contract Number: 907001 Blaine, Washington 200,000 ton Embankment and Grading to build tidal berm along Birch Bay. Restored 1.6 miles of berm and performed storm drainage improvements and pedestrian access improvements including sidewalk and limestone paving. Project included erosion control, traffic control and landscaping.	Transportation	Prime Contractor	N/A	Cody Swan Phone: Fax: N/A CSwan@co.whatcom.wa.us	\$8,695,138	3/31/2022
1034416	State of Washington Department of Transportation PO Box 47420 Olympia, WA 98504-0001	I-5 & SR 11 Padden Creek Fish Passage Contract Number: 9493 Bellingham, Washington Replacement of two fish barriers and replaced them with four total fish-passable structures. Granite Construction led the removal of the existing 400-foot-long culvert below I-5 and an adjacent frontage road, replacing them with two new bridge structures and a 56-foot-wide metal arch culvert. At the SR 11 crossing the team removed a double barrel box culvert and replaced it with a three-sided box culvert with a pre-stressed lid. The multi-season design-build contract used innovative GRS/IBS abutments perched on soldier pile and lagging walls to deliver top-down construction with minimum impact to the traveling public.	Transportation	Prime Contractor	N/A	Mikkel Lamay (360) 757-5856 Fax: N/A LamayMP@wsdot.wa.gov	\$25,121,983	9/23/2022



Granite Construction Company  
2022 Completed Job Schedule Greater Than \$3 Million

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1120154	National Railroad Passenger Corporation 4011 Street Sacramento, CA 95814-2308	2nd Ave Yard Upgrades Contract Number: 9510001245 Seattle, Washington Upgraded and expanded an existing rail yard by adding 6 new storage tracks and upgrading 4 others. Site work included: excavation and grading to balance the site, adding 35 drainage structures and over 2,000 feet of storm pipe, installation of a 800 foot sheet pile retaining wall, security fencing and gates around the entire site, site illumination for the entire yard, 6,000 feet of new tracks with 8 new turnouts, 4,000 tons of HMA, 10,000 tons of ballast and 8,000 tons of subballast.	Infrastructure / Site Dev	Prime Contractor	N/A	Don Radeke (206) 396-4089 Fax: N/A RadekeD@amtrak.com	\$5,558,084	3/15/2022
1136527	Strider Construction 4721 Northwest Drive Bellingham, WA 98226-9019	Norton Terminal/Al Development Contract Number: 21NT Everett, Washington Installed 9' of Hot Mix Asphalt Concrete Pavement for a total of approximately 80,000 TNS. Norton Terminal is the first all new cargo terminal to open on the US West Coast in more than a decade. Norton Terminal is a 40 acre new upland cargo facility located on the Everett, WA waterfront. Granite was a subcontractor to Strider Construction to perform the HMA paving work for the Port of Everett. Granite placed 80,000 tons of HMA CL 1/2 PG 58H-22 in 3 ea. 3' thick lifts to complete the cargo terminal paving. Crews paved around and adjacent to numerous light pole bases and trench drains installed by others. The original contract called for 60,000 tons of HMA but 20,000 tons were added by change order.	Transportation	Subcontractor	Strider Construction	Cole Polter (360) 380-1234 Fax: N/A colep@stridersconstruction.com	\$6,657,775	10/1/2022
1149154	Clark County 1300 Franklin Street Vancouver, WA 98660-2865	Van - 2022 Clark County Hma Contract Number: 301522 Vancouver, Washington Pavement repair, pre-level, overlay mainline paving and grind and inlay mainline paving. Pavement repairs were performed on 31 road segments in preparation for Clark County's annual chip sealing efforts as a part of their pavement preservation program. In addition to these pavement repairs, the majority of the work on the contract spanned across 7 road segments where mainline paving was performed after repairs were made to distressed areas. The overlay and grind and inlay mainline paving varied from 1.5" to 2" in depth and totaled approximately 19,215 tons. New traffic loops were installed and utility adjustments were performed after the mainline paving was completed.	Transportation	Prime Contractor	N/A	Michael Tracy (360) 784-4883 Fax: N/A Michael.Tracy@clark.wa.gov	\$4,807,301	9/16/2022
1155454	County of Clackamas 2051 Kern Road Oregon City, OR 97045-4035	Van - Sunnyside Rd Hmac Contract Number: 6563 Happy Valley, Oregon Grinding and paving of roadway. Placing approximately 25,000 tons of asphalt grinding about 100,000 square yards of asphalt, placing pavement markings and striping, modifying traffic signal system loops, installing, maintaining and removing temporary work zone traffic control measures and performing additional incidental work.	Transportation	Prime Contractor	N/A	Trallee Whitley (503) 742-5400 Fax: N/A twhitley@clackamas.us	\$4,885,043	12/31/2022





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Project Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Work Type Category	Prime or Subcontractor	Name of Contractor (if sub)	Owner Contact	Contract Amount	Actual Completion Date
1157778	State of Washington Department of Transportation PO Box 47420 Olympia, WA 98504-0001	Van - I5 Panel Replace Contract Number: 9841 Vancouver, Washington Removal/replacement of concrete panels on I-5 and I-205; asphalt paving of shoulders, and joint sealing, the improvement of I-5 SB from MP 7.98 to MP 9.51, I-205 MP 26.98 to MP 37.16, and bridges 205/3, 205/16E, 205/16W, 205/42E and 205/42W by replacing concrete panels (1743 SY), repairing bridge expansion joints with polymer concrete (602 LF), HMA planing and paving (1260 TN), Pavement Markings, Erosion Control, Traffic Control and other work.	Transportation	Prime Contractor	N/A	Mike Briggs (360) 705-7568 Fax: N/A BriggsM@wsdot.wa.gov	\$6,342,858	10/19/2022
1129506	Reasers Construction LLC 15570 South West Jenkins Road Beaverton, OR 97006-6003	Reasers Fine Foods Contract Number: Pasco, Washington Site work and concrete for a new 272,681 sf metal production building. Work includes clearing and grubbing, mass earth moving, underground utilities, concrete foundation, rebar, slab-on-grade, base rock, HMA, pavement markings, curb & gutter, concrete sidewalks, water, sewer, storm, concrete structures and other associated site work items.	Infrastructure / Site Dev	Subcontractor	Reasers Construction LLC	Rick Yeo (503) 643-6431 Fax: N/A rick@landmanagement.com	\$3,803,484	6/1/2022
1136517	Ryan Companies Us, Inc 55 Shuman Blvd - Suite 800 Naperville, IL 60563	Amazon MHP1 Project Pearl Civil Contract Number: 5907001 Pasco, Washington Site work, Underground Utilities, Building Excavation, Exterior Improvements, HMA, and other Associated work for extra large fulfillment center.	Infrastructure / Site Dev	Subcontractor	Ryan Companies Us, Inc	Doug Woolever (425) 462-2323 Fax: N/A Doug.Woolever@ryancompanies.com	\$13,438,713	4/1/2022
1140793	Gray Construction Inc 10 Quality Street Lexington, KY 40507-1443	Hrm - Pak82 Contract Number: 210055005 Hermiston, Oregon Excavation and embankment, underground utilities, structure excavation, grading and paving.	Infrastructure / Site Dev	Subcontractor	Gray Construction Inc	Jeff Bezos (206) 266-2992 Fax: N/A Email:	\$4,293,285	5/1/2022
1025077	Geoforis Utah LLC 30 South Toole's Boulevard Toole, UT 84074	Geoforis Pozzolan Plant Contract Number: NA Toole, Utah Construction of processing facility to receive, dry, mill, store and load out natural pozzolan mineral in Toole, UT for use in the concrete industry. Work to include, Clearing, Grubbing, Excavation of Embankment, Grading Ditches, general grading, culverts and sanitary sewer, utilities and paving, foundations for silos, storage building, BOP foundations, Central and landscaping.	Manufacturing	Prime Contractor	N/A	David McMurry (925) 348-3535 Fax: N/A dmcumurry@geoforis.com	\$4,134,640	1/20/2022



Granite Construction Company

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## Appendix H

Project Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Work Type Category	Prime or Subcontractor	Name of Contractor (if sub)	Owner Contact	Contract Amount	Actual Completion Date
104243	City of North Ogden 505 East 2600 North, Ogden, UT 84414-2835	400 East 450 East Widening Contract Number: 880014 North Ogden, Utah The 400 East / 450 East Widening — Phase 1 project was a full depth roadway reconstruct and widening project including removals, excavation, granular borrow, roadbase, waterline, storm drain, flatwork, asphalt and landscaping. An additional travel lane was added in each direction. Bike lanes and curb-side parking were also added. A traffic light was constructed at 2850 North (Elberta Drive) and sidewalk was added to the East side of the road where it had not existed before. Improvements to City Utilities, water and storm drain were included in the work.	Transportation	Prime Contractor	N/A	Dave Espinoza (801) 782-8111 Fax N/A despinoza@nogden.org	\$3,832,712	3/30/2022
1029181	National Railroad Passenger Corporation 1600 Market Street Suite 1700 Philadelphia, PA 19103	Amtrak Homewood Contract Number: X-130-20091-0001_HMW Homewood, Illinois Scope of work includes modifications to the sidewalks, parking lot, restrooms, existing waiting room seating and wall-mounted accessories. Other improvements include replacement of doors and ramps at both station entrances and landings. Additional renovations consisted of signage, replacement of the 945 LF boarding platform, construction of a 2,000 SF weather-protected ramp from the station level to the existing tunnel, and modernization of the platform elevator.	Transportation	Prime Contractor	N/A	Wendy Hebein (714) 225-4027 Fax N/A wendy.hebein@amtrak.com	\$16,047,834	7/1/2022





Granite Construction Company

2021 Completed Job Schedule Greater Than \$3 Million

Job ID	Name and Address of Owner	Name, Location of Project, and Kind of Work	Work Type Category	Prime or Subcontractor	Name of Contractor (If sub)	Owner Contact	Contract Amount	Actual Completion Date
112075	Alaska Railroad Corporation PO Box 107500 Anchorage, AK 99510-7500	Whittier Tunnel Surface Improvements Contract Number: 21-02-208757 Whittier, Alaska Work shall consist of sub-panel soil densification and void filling to strengthen and level the concrete panels. This is to be accomplished by furnishing and injecting expansive polyurethane material into the foundation soils/voids beneath the concrete panels through holes or injection tubes inserted into drilled holes at locations and depths required to perform the function. If possible, portal holes are to be drilled in specific locations to avoid contact with interior panel rebar as outlined in the typical drawings for the panel design. Typical drawings for panel rebar layout patterns are provided herein as an attachment. After injection portals are established, material injection shall proceed while monitoring for movement at the surface is exercised. Injection of material shall continue as needed to lift the panel to design grade. Tunnel work shall also include the repair of cut out and asphalt filled patches within the existing concrete StarTrack™ panels. Work for this item includes all equipment, labor, materials, and supervision required to complete all work associated with the patchwork and repairs of the damaged concrete StarTrack™ panels. These patch repair areas are typically 4' long by 2' wide and approximately 8" deep. Each repair location consists of two patches. The majority of the patches have resulted from the repairs of broken rail and where the rail was inaccessible due to the presence of the asphalt flangeway filler thus requiring saw cutting of the StarTrack™ panels to make room for rail repairs.	Tunnels	Prime Contractor	N/A	Clark Hopp Phone: Fax: N/A Email:	\$3,050,980	8/31/2021
112629	Fairbanks Gold Mining Inc 1 Fort Knox Road Fairbanks, AK 99712	BCML 2021 Construction Contract Number: 21-C-0010 Fairbanks, Alaska Construction will include Earthworks, Pipework and Geosynthetic components.	Mining	Prime Contractor	N/A	Jason Perino Phone: Fax: N/A jason.perino@kinross.com	\$10,239,254	9/30/2021
1176087	Alaska Department of Transportation & Public Facilities PO Box 196900 Anchorage, AK 99519-6900	AK Anc Taxi Lane 5 Improvements Contract Number: CFAP00197 Anchorage, Alaska This federally funded project will rehabilitate Taxi Lane 5 east of its intersection with Taxiway Runnel. Improvements include: rehabilitation of structural and shoulder pavements, replacement of edge lighting system components, replacement of markings, and reconfiguration of the storm drain system.	Transportation	Prime Contractor	N/A	Eric Desantis (907) 265-0486 (907) 265-0425 (F) eric.desantis@alaska.gov	\$3,912,570	9/29/2021
1018348	DPR Construction Inc. PO Box 196900 Anchorage, AK 99519-6900	TEP Irvington Facilities Contract Number: 19-2157 Tucson, Arizona Earthwork activities for the building pads, wet and dry utility installation, grading, drainage, and paving work was also included in the contract work. Granite was also awarded all of the 6 inch vertical curb work, striping, and parking blocks. Project is complete with no significant safety incidents recorded.	Infrastructure / Site Dev	Subcontractor	Dpr Construction Inc	Mike Culbert, AA (520) 326-3700 Fax: N/A mculbert@swaimaa.com	\$1,041,597	11/1/2021
1023546	Tucson Airport Authority 1005 South Planner Avenue Tucson, AZ 85756-6926	TAA ASE CMAR Construction Contract Number: 1019102 Tucson, Arizona Construction of new airfield lighting vault for South Airfield Expansion and associated site improvements, construction of new 1.25 mile home run ductbank, transition of 6 airfield lighting circuits to new vault, and construction of new localizer pad for RWY 11R.	Transportation	Prime Contractor	N/A	Victor Palma (520) 573-4853 Fax: N/A VPalma@tyuscon.com	\$4,602,920	10/1/2021
1034401	City of Tucson 10671 W. Grier Road Marana, AZ 85658-9338	Admiral Road CMAR Contract Number: STD09 Tucson, Arizona Perform pre-construction services to develop schedule, phasing, sequencing, constructability, etc. and a gross maximum price to construct approximately 3 miles of new 2 lane asphalt roadway with associated drainage, striping and signage.	Transportation	Prime Contractor	N/A	Tom Houle (520) 471-4606 Fax: N/A thoule@maranaaz.gov	\$1,854,416	1/29/2021



Granite Construction Company

2024 Completed Job Schedule Greater Than \$3 Million

Job ID	Name and Address of Owner	Name, Location of Project, and Kind of Work	Work Type Category	Prime or Subcontractor	Name of Contractor (If sub)	Owner Contact	Contract Amount	Actual Completion Date
1041502	Pima County Procurement Department 130 West Congress Street, 3rd Floor Tucson, Arizona 85701-1317	PC Pavement Repair Dist 2 3 5 Contract Number: IFB-PO-2100025 Tucson, Arizona Work consists of a 2" mill and 2" pave at 31 different locations within Pima County, including striping, utility adjustment, tree trimming, and other miscellaneous work.	Transportation	Prime Contractor	N/A	John A. Olivas (520) 724-2938 Fac: N/A john.olivas@pima.gov	\$7,935,846	6/30/2021
1065582	Pima County Procurement Department 130 West Congress Street, 3rd Floor Tucson, Arizona 85701-1317	Green Valley Road Rep Contract Number: CT-TR-21-258 Tucson, Arizona Work consisted of Milling and paving 13 locations through Pima County's Board of Supervisors District 4 in Green Valley. Work also included utility adjustments of sewer manholes, survey monuments, water valves, gas valves, as well as installing loop detectors in multiple intersections.	Transportation	Prime Contractor	N/A	John Olivas (520) 724-2938 Fac: N/A john.olivas@pima.gov	\$4,846,043	6/30/2021
814600	City of Bakersfield 1501 Truxtun Avenue Bakersfield, CA 93301-5201	C.O.E. TRCC23 Belle Terrace Operational Improvements Contract Number: TRCC23 Bakersfield, California Improvements on SR-99 include addition of a NB auxiliary lane from the Ming Avenue on-ramp to the NB SR-99/EB SR-98 connector ramp and improved signing. The existing Belle Terrace OC will be replaced, and the NB SR-99/EB SR-98 Connector will be reconstructed. Improvements on the local roads include realigning Alamo Court and Wible Road and raising Belle Terrace. Project included removal and replacement of two bridges which had 9,500 CY of structural excavation, 6,500 CY of structural backfill, and 5,800 CY of structural concrete. The retaining wall to facilitate the auxiliary lane included 63,000 LF of soil nail, 2,500 CY of structural retaining wall concrete, and 1,400 CY of barrier slab concrete. Grading the existing slope along the 99 to accommodate the auxiliary lane included 184,000 CY of roadway excavation, 3,300 CY of aggregate base, and 3,450 CY of continuously reinforced concrete pavement.	Transportation	Prime Contractor	N/A	Luis Topete (661) 326-3700 Fac: N/A ltopete@bakersfieldfreeways.us	\$40,387,725	2/18/2021
1038200	Indian Wells Valley Airport District 1669 Airport Road Inyokern, CA 93527	Inyokern Airport Runway 2-20 Reconstruction Contract Number 3-06-0110-033-2020 Inyokern, California. Reconstruct Runway 2-20 (75 by 6275) through complete removal and reconstruction of the structural section, electrical improvements pavement markings, including crosswind runways and connecting taxiways, extending to the limits of the runway 2-20 safety area. Remove existing taxiway B3, including asphalt structural section and electrical components.	Transportation	Prime Contractor	N/A	Scott Seymour (709) 777-5844 Fac: N/A scott@inyokernairport.com	\$9,390,960	12/31/2021
1119619	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	06-001004 HMA Resurfacing on SR-43 and SR-119 Contract Number 06-001004 Bakersfield, California Cold in place recycling (CIR) and resurfacing existing roadway with RHMA. Grind and overlay existing roadway. New barrier work, outside drainage with slope rehabilitation. Remove and replace new guardrail. Shoulder buckling, new centerline rumble strip. Upgrades to existing electrical. CIR work consisted of grind out the existing road 0.25 and replacing 100,000 square yards with Cold in-place recycling material. The CIR surface was micro milled for smoothness and then overlaid with 12,800 tons of rubberized hot mix asphalt. The project also had improvements to barrier and guardrail at 3 existing bridges. The bridge improvement work included 540 LF of Type 60 concrete barrier and 350 LF of new guardrail.	Transportation	Prime Contractor	N/A	Anaraji Chaliwal, RE (661) 333-5925 Fac: N/A anaraji.chaliwal@dot.ca.gov	\$6,877,151	12/31/2021
1124320	Kern County Roads Department 2700 M Street Suite 400 Bakersfield, CA 93301	21136 AC Stockpile Various Locations Contract Number 21136 Bakersfield, California Manufacture and deliver 60,500 TN of cold mix asphalt concrete to various locations throughout Kern County. Material would be pushed up into a stockpile or windrowed on a roadway for future use by Kern County.	Transportation	Prime Contractor	N/A	Alex Becolla (661) 421-0663 Fac: N/A becolla@kerncounty.com	\$3,741,935	6/14/2021

Job ID	Name and Address of Owner	Name, Location of Project, and Kind of Work	Work Type Category	Prime or Subcontractor	Name of Contractor (If sub)	Owner Contact	Contract Amount	Actual Completion Date
1124539	County of Ventura 800 South Victoria Avenue Ventura, CA 93009-0001	Lockwood Valley East Pavement Resurfacing Contract Number: 50599 Frazier Park, California Resurface pavement on 13 miles of roadway including a 0.12' section of ARAM overlain by a 0.125' section of HMA with Fiber Reinforcement. Total ARAM placed was 184,000 SY and total HMA was 15,900 TN. The project also includes 9,000 SY of High Friction Surface Treatment, 26 miles of PMB Shoulder Backing, 13 miles of rumble strip and 4 Concrete Headwalls.	Transportation	Prime Contractor	N/A	Walt Maechler (805) 477-1911 Fac: N/A Matthew Maechler@ventura.org	\$3,294,033	8/5/2021
1125766	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	06-1A9504 SR-46 SR-65 Dignits Contract Number: 06-1A9504 Bakersfield, California Cold plane pavement and place RHMA (Gap Graded) on SR-46 from Jct 43 to SR-46/99 Separation and on SR-65 from 7th Standard Rd. to Merced Ave. Pre-pave smoothness corrections, new survey monuments, shoulder backing, new edge line and centerline rumble strip. Cold plane and paving work on Hwy 46 included grinding 157,000 square yards of existing pavement 0.15' deep and paving back 10,300 tons of rubberized hot mix asphalt 0.1' thick. Paving work on Hwy 65 included 85 dig out locations where the existing road was ground 0.25' deep and replaced with 361 tons of hot mix asphalt. Hwy 65 was then micro milled for pre-paving corrects in 2 areas before overlaying 10,300 tons of rubberized hot mix asphalt.	Transportation	Prime Contractor	N/A	Amrjlt Dhalwal, RE (661) 333-5825 Fac: N/A amrjlt.dhalwal@dot.ca.gov	\$3,136,617	11/18/2021
207146	Pacific Gas & Electric Company PO Box 7760 San Francisco, CA 94120-7760	Diablo Canyon Security Project Contract Number: Aola Beach, California Miscellaneous site improvements including earthwork, concrete flamework, structural concrete, structural steel, underground utility installation, and roadway reconstruction.	Other	Prime Contractor	N/A	Brian Johnson (805) 545-4514 Fac: N/A bjn108@pgae.com	\$51,957,466	12/31/2021
1014451	City of Arroyo Grande 300 East Branch Street Arroyo Grande, CA 93420	City AG Bridge St Bridge Rehab PW2020 Contract Number: PW2020-01 Arroyo Grande, California Rehabilitating historic, masonry bridge with a pet walkway. Provide new steel bridges for 2 span creek crossing, replace asphalt pavement, replace concrete curb and gutter, replace sidewalk.	Transportation	Prime Contractor	N/A	Jill McPeak (805) 473-5444 (805) 473-5462 jmcpeak@arroyogrande.org	\$5,554,462	3/16/2021
1032666	County of Santa Barbara 123 East Annapolis Street Rm 240 Santa Barbara, CA 93101-2079	City Santa Barbara 2028 Pavement Contract Number: 5789 Santa Barbara, California The Project is located on various streets throughout the City, and is described as follows: Repair various streets by performing asphalt dig outs to repair failed areas; tree root pruning; various PCC improvements including but not limited to concrete curb and gutter replacement, curb extensions, sidewalk replacement, spandrel and cross-gutter replacement; asphalt cold milling and asphalt hot mix overlay reconstruction of existing noncompliant curb ramps; retrofit existing curb ramps with truncated domes; construct new curb ramps adjacent to overlay streets; construct decomposed granite and pervious concrete walk ways; install railing; install conduit; pull boxes; install traffic loops; install traffic striping and marking; relocate and protect existing signs and roadway name stamps; landscape; perform traffic control, notifications, and postings, complete and in place.	Transportation	Prime Contractor	N/A	Adam Zlot (805) 897-1981 Fac: N/A Azlot@santabarbara.ca.gov	\$6,321,120	3/26/2021
1031447	County of San Luis Obispo 901 Airport Drive San Luis Obispo, CA 93408-1003	SLO Airport Runway 11-29 (CHAD) PreConstruct Contract Number: 11-29 San Luis Obispo, California Cold plane existing asphalt runway, crackfill, replace with new asphalt concrete. Place new striping, install new runway lighting system and signage, groove runway.	Transportation	Prime Contractor	N/A	N/A Kevin Cowen	\$11,871,683	10/8/2021
1058505	M1 San Luis Ranch LLC 130 James Way Suite 270 Pismo Beach, CA 93449-2982	SLR Lower & Frazar Branch Way Contract Number: N/A San Luis Obispo, California Project consists of roughly 1.106' of road widening and reconstruct including new curbs, drainage system, bike path, protected bike ways, curb ramps, bio retention media and pathway lighting, Reconstruct intersection with a new traffic signal.	Infrastructure / Site Development	Prime Contractor	N/A	Gordon Clies (760) 484-8683 Fac: N/A gordon@sanluisranch.org	\$3,240,227	6/17/2021

Job ID	Name and Address of Owner	Name, Location of Project, and Kind of Work	Work Type Category	Prime or Subcontractor	Name of Contractor (if sub)	Owner Contact	Contract Amount	Actual Completion Date
1125616	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	05-1941704 Los Alamos RHMA Contract Number: 05-1941704 Buellton, California Construct pavement using partial depth recycling Reconstruct 6.2M (12.4 lane miles using four (4) different Calltrans approved PDR methods. 90,000SY of partial depth reclamation, 330 tons HMA placed, 11,000 tons RHMA placed, 12 miles of shoulder backing and 9 shifts of smoothness grinding in 85 WD. Intelligent compaction used for PDR substructure and RHMA final lift	Transportation	Prime Contractor	N/A	Lilian Bennezen (805) 441-6935 Fax: N/A lilian.bennezen@dot.ca.gov	\$3,922,718	12/2/2021
1130290	County of Santa Barbara 123 East Anapamu Street Rm 240 Santa Barbara, CA 93101-2079	Countywide Pavement 820737 Contract Number: 820737 Santa Maria, California Traffic control, roadway milling, installation of pavement fabric, logseal, HMA overlay and utility adjustments.	Transportation	Prime Contractor	N/A	Efr Pearson (805) 681-4200 Fax: N/A eperson@COSBPW.net	\$3,074,657	9/1/2021
815609	Google LLC 1600 Amphitheatre Parkway Mountain View, CA 94043-1351	Charleston Corridor Ph. 1 Const Contract Number: P06M Mountain View, California Roadway improvements designed to improve traffic movement, including: demolition of existing curbs, sidewalks & medians, grading and paving; new concrete sidewalks, medians, curbs, & gutters; new cycletrac; underground utilities; landscaping & irrigation; bus shelters; site & street lighting, including signal interconnect and controllers; and some relocation of existing utilities.	Transportation	Prime Contractor	N/A	Andy Springer Phone: N/A Fax: N/A aspringer@google.com	\$11,463,594	8/27/2021
980767	City of Palo Alto Public Works 250 Hamilton Ave Palo Alto, CA 94301-2531	Hwy 101 Overcrossing And Trail Contract Number: C2074550 Palo Alto, California The project includes construction of a new, year-round, grade-separated, shared bicycle and pedestrian crossing over Highway 101 and Adobe Creek that will replace the existing seasonal Benjamin Lefkowitz Underpass. Adobe Creek Trail is also included in the project that will connect two trailheads on the west side of Highway 101 and provide safer access to the bridge. The project will improve connectivity between the residential and commercial areas on the west of Highway 101 and the Palo Alto Baylands Nature Preserve, the regional San Francisco Bay Trail (Baytrail) network, and businesses on the east of Highway 101. This facility may be used for both commuting and recreational purposes. Scope of work included CDH piling into the Bay mud to support individual columns and pile-cap spread footing for the abutments. A single span steel truss was erected over Adobe Creek which provided access to connect the trailheads on the west side of the project to the principal bridge structure crossing Hwy 101. Main bridge structure consisted of a 4 span concrete voided slab bridge frame approach on the west and a 7 span voided slab bridge frame on the east. Connecting the approach bridges is a 3-span 309ft steel truss over the frontage roads and Hwy 101, clear spanning 12 lanes of traffic. Elevated portions of the job are protected by an architectural railing with light fixtures embedded in each post.	Transportation	Prime Contractor	N/A	Megha Bansal (650) 329 2693 Fax: N/A megha.bansal@cityofpaloalto.org	\$13,844,921	11/19/2021
1022271	County San Benito Public Works 2301 Technology Parkway Hollister, CA 95023	Hospital Road Bridge Low Water Crossing, Hollister Contract Number: PWB-1911 Hollister, California Constructing a 590 LF new bridge to span the San Benito River including approach roadway improvements. Project included: Clearing; 5,557 CY roadway excavation; 780 CY 5ft excavate and backfill of bridge; planting, erosion control and irrigation; 3,300 CY of aggregate base and 3,033 TN of HMA paving; double 36-in barrel x150 LF temporary stream crossing; furnish & drive 10,108 SF sheet pile; furnish & drive 1,050 LF of 6-ft diameter CSS piles; 2,000 CY concrete bridge footing; stem soffit and deck; drainage improvements; 1,700 CY rock slope protection; 4,415 SF articulated slope revetment; concrete headwall; fencing and gate; guardrail; signs and striping; and electrical at 3 locations.	Transportation	Prime Contractor	N/A	Deems Katada, Senior Engineer (831) 637-5313 Fax (831) 636-4176 dkatada@cosb.us	\$10,852,047	12/7/2021



Granite Construction Company

2021 Completed Job Schedule Greater Than \$3 Million

Job ID	Name and Address of Owner	Name, Location of Project, and Kind of Work	Work Type Category	Prime or Subcontractor	Name of Contractor (if sub)	Owner Contact	Contract Amount	Actual Completion Date
1038093	Moss Landing Energy Storage2 LLC 6555 Sierra Drive Irving, CA 75039	Visco Moss Landing 100 BESS Contract Number: 170134 - 124743 Moss Landing, California Site work including displaced grout columns, lime treated subgrade installation, perimeter roadway installation, building foundation trench drain excavations, duct bank excavation and concrete backfill, grounding grid excavation and concrete backfill, storm drain installation, roof drain installation, firewater installation, building floor drain installation, concrete foundations, CMU walls, final site surfacing. Quantities include: 3,400 CY of concrete for building foundations and equipment pads (70,000 SF); 6,300 TN of imported subgrade material for lime treatment 400 LF of HDPE Storm Drain (6" 12' 15" pipe); 600 displaced grout columns (30'- feet deep); 70,000 SF of lime treated subgrade; 3,500 TN of Class 2 base rock for site surfacing; 500 LF of 2" copper floor drains; 500 LF of firewater installation (2 hydrants); 350 CY of concrete backfill for duct banks; and 60,000 LBS of steel grating for trench drains.	Infrastructure / Site Dev	Subcontractor	Burns & McDonnell Engineering Company 140 S. State College Boulevard, Suite 100 Brea, CA 92821-5807	Ethan Schroeder (714) 210-6166 Fax: N/A eschröder@burnsmcd.com	\$6,823,262	5/31/2021
1111777	Panattoni Development Company Inc. 8775 Folsom Boulevard, Suite 201 Sacramento, CA 95816-3725	Hollister DCS Delivery Station Site Work Contract Number: 01-2102-0100 Hollister, California Site work for new last-mile package distribution center, including earthwork, underground utilities, electrical ductbank and vaults, electric vehicle charging strips, site concrete, paving, storm water handling, fencing and pavement markings. Scope included grading, lime treat, and preparation of 120,000 SF building pad. Scope also included parking areas, van loading/unloading areas, planter areas, and loading docks within a 16 acre site. Scope included temporary crane pads for till up contractor. Moved 95,000 CY of dirt, exported 20,000 CY of dirt, treated 620,000 SF of soil to mitigate expansive soils, placed 23,000 Tons of Aggregate Base, 12,000 Tons of AC, paving, and placed 2,000 CY concrete. Constructed site bisectures.	Infrastructure / Site Dev	Subcontractor	Alston Construction 3775 Folsom Blvd, Suite 201 Sacramento, CA 95806	Nick Graham, LEED AP Senior Project Manager (916) 388-2502 (916) 307-1551 Fax: (916) 340-0565  Adrian Martinez, PE (916) 224-7820 amartinez@alstonco.com	\$11,081,520	7/28/2021
1034370	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	Meyers Fire Ct Emergency Repair Contract Number: 04-1WS004 Hemeret, California Repair 3 existing soldier pile (water type) retaining walls with fire damage. Work includes debris removal, obtaining access to work areas via excavation (bench access) and scaffolding, replacement of burnt treated timber lagging, new structural shotcrete (fascia) over the existing soldier pile beams and lagging, shotcrete staining, cable railing replacement, WPCP plan preparation/implementation/maintenance, hydroseeding. Construction of 1 new soldier pile (water type) retaining wall. Work includes geotechnical boring, existing roadway excavation to provide bench access for drilling equipment, procurement and installation of new soldier pile beams, fabricate and install of precast concrete lagging (with acid based architectural stain), tie-back drilling/installation/tensioning, backfilling and restoring roadway. Drainage: Repair or replace 6 drainage Systems (scope expected to grow) including extended length down-hill drainage runs at 2 locations. Guardrail replacement, fabricate & install QTY (2) replacement cattle guards.	Transportation	Prime Contractor	N/A	John Sawyer (510) 377-4083 Fax: N/A john.sawyer@dot.ca.gov	\$10,757,886	8/30/2021
876155	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	08-0N6704 Hwy 74 Raised Median Contract Number: 08-0N6704 Hemeret, California Widening of existing Highway 74 from Peris to Hemet. Project included 60,000 tons HMA, 13,000 tons RHMA, 250,000 SF stamped raised median, 1,600 CY of curb/gutter/finework, new drainage facilities including 12,500 LF of storm drain, and new signalized intersections.	Transportation	Prime Contractor	N/A	Nick Truong, RE (951) 830-6835 Fax: N/A nick.truong@dot.ca.gov	\$25,975,657	2/28/2021





Granite Construction Company

2021 Completed Job Schedule Greater Than \$3 Million

Job ID	Name and Address of Owner	Name, Location of Project, and Kind of Work	Work Type Category	Prime or Subcontractor	Name of Contractor (if sub)	Owner Contact	Contract Amount	Actual Completion Date
926234	City of La Quinta 78495 Calle Tampico LA Quinta, CA 92553-2839	La Quinta Village Complete Streets Contract Number: 2015-03 This project involved the reconstruction of a busy downtown business area including the construction of 5 roundabouts, including decorative elements. The project consisted of 140,000 SF of AC paving, 18,600 LF of curb/curb and gutter, and 73,000 SF of concrete flatwork.	Transportation	Prime Contractor	N/A	Brian McKinney (760) 777-7045 bmckinney@laquinta.ca.gov	\$8,714,209	1/31/2021
926444	San Bernardino County Transportation Authority 1170 West 3rd Street 2nd Floor San Bernardino, CA 92410	Redlands Passenger Rail Project Maintenance Facility Contract Number: 19-1002070 San Bernardino, California This project consisted of the clearing and demolition of structures within the project footprint, the construction of a DMU wash pad & pit, installation of 2,500 TF of yard track and a DMU Maintenance Storage Facility. The project also includes grading, drainage, relocation of sewer trunk mains, storm water drainage main, installation of a 36 x 60 modular building, previous concrete parking lot, standby generator, hazardous storage materials building, and site lighting.	Transportation	Prime Contractor	N/A	Tim Schmit, Vice President, Transit Director (214) 215-0716 Fax: N/A tschmidt@lan-inc.com	\$25,585,786	12/28/2021
956986	Coachella Valley Water District PO Box 1058 Coachella, CA 92274	Coachella Valley Stormwater Channel Avenue 60-62 Contract Number: 2018-62 Thermal, California This project involved 210,000 CY of earthwork for placement of 6,000 CY of concrete on the slopes of the Coachella Valley Stormwater Channel to prevent the erosion of the slopes during a flooding event. The slopes extended approximately 20' below the bottom of the channel. Due to groundwater in the area, extensive dewatering was required so that the slope could be poured. There was also water diversion required for treated water leaving the Fillmore Waste Water Treatment Plant. A new outfall structure was constructed at the Fillmore Waste Water Treatment Plant that consisted of 1,000 CY of structural concrete.	Water	Prime Contractor	N/A	Tedaye Demissie (760) 574-8055 Fax: N/A tdemissie@cwid.org	\$10,526,526	3/14/2021
979244	County of Riverside Transportation Annex 3525 14th Street Riverside, CA 92501	Salt Creek Trail Contract Number: CS-0058 Menifee, California This project was the construction of an asphalt concrete bike path along Salt Creek in the City of Menifee. The project consisted of 7,200 TN of asphalt concrete, 400 LF of curb/curb and gutter, 37,000 SF of concrete flatwork.	Infrastructure / Site Dev	Prime Contractor	N/A	Hector Davila (951) 235-5608 Fax: N/A Hedavila@rvc.org	\$4,272,722	1/31/2021
985680	San Bernardino County Transportation Authority 1170 West 3rd Street 2nd Floor San Bernardino, CA 92410	Archibald & Route 60 Interchange Improvements Project Contract Number: 19-1002181 Ontario, California This project reconstructs the interchange of State Route 60 and Archibald Avenue in Ontario. Ramp widening, 1,200 CY of structural concrete retaining walls, and soil nailing are being utilized to widen the roadway under the overpass. We are also replacing the asphalt concrete with 9,400 CY of lean concrete base and JPCP concrete pavement. Other quantities include 1,000 CY of aggregate base, 5,500 TN of asphalt concrete, 4,600 LF of curb/curb and gutter, and 14,000 SF of concrete flatwork.	Transportation	Prime Contractor	N/A	Kevin Vashochi (714) 412-2722 Fax: N/A kavin@southstarng.com	\$14,281,023	4/29/2021
999413	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	11-101004 Imperial Ave Bridge Contract Number: 11-101004 El Centro, California This project involves the reconstruction of the interchange of Imperial Blvd and Interstate 8 in El Centro. The existing bridge was removed and a new cast in place box girder bridge is being constructed in its place. Embankments, aggregate base, asphalt concrete, and concrete improvements are also included in the scope of work. Major quantities included 100,000 CY of Roadway Excavation, 225,000 CY of Imported Borrow, 28,000 CY of aggregate base, 14,000 TN of asphalt concrete, and 5,400 LF of storm drain with associated drainage structures.	Transportation	Prime Contractor	N/A	Daniel Hernandez-Duarte (760) 594-2008 Fax: N/A daniel.hernandez.duarte@dot.ca.gov	\$25,353,969	4/30/2021



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2021 Completed Job Schedule Greater Than \$3 Million

Job ID	Name and Address of Owner	Name, Location of Project, and Kind of Work	Work Type Category	Prime or Subcontractor	Name of Contractor (if sub)	Owner Contact	Contract Amount	Actual Completion Date
1035320	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	08-1F1314 Cold In Place Recycling & Overlay Contract Number: 08-1F1314 Vidal Junction, California This project involved Cold In Place Recycling of 574,000 SY of 2 lane highway and overlaying the CIPR with 78,000 TN of rubberized asphalt. There was also 10,000 TN of cold plane and overlay with conventional asphalt. The project had stringent smoothness requirements and intelligent compaction requirements	Transportation	Prime Contractor	N/A	Khoa Nguyen (951) 232-8611 Fax: N/A khoa.nguyen@dot.ca.gov	\$21,666,856	3/30/2021
1032399	City of Palm Desert 731-510 Fred Waring Drive Palm Desert, CA 92260-2524	CV Link On Street Bike Path Palm Desert Contract Number: C388400 Palm Desert, California This project involves the construction of an on street bike path. The installation of sidewalks, rubberized asphalt, and precast curb. The reconstruction of a hiking trailhead with decorative concrete, retaining walls, ramps, and stairs was also included in this work. Major quantities included 26,000 SF of concrete flatwork, 2,800 LF of curb/curb & gutter, and 11,000 LF of precast curb installation.	Infrastructure / Site Dev	Prime Contractor	N/A	Khoa Nguyen (951) 232-8611 (760) 776-6493 khoa.nguyen@dot.ca.gov	\$6,164,085	4/31/21
1034808	All American Grain LLC 229 Main Street Brawley, CA 92227	New Access Overpass Bridge Contract Number: NONE Calipatria, California This project is the construction of a single span precast girder bridge over a private railroad spur. There is 24,000 CY of cut to fill. The bridge approaches have 11,000 SF of Mechanically Stabilized Earth Walls (MSE) with 16,000 CY of backfill, with 500 TN of asphalt paving. Curb, gutter, sidewalks, geopier foundations, and striping are also included.	Manufacturing	Prime Contractor	N/A	Cecil Baker (760) 822-2074 Fax: N/A AllAmericanGrain@shoglobal.net	\$4,569,464	3/30/2021
1034901	Millie And Severson Inc 29950 Eucalyptus Avenue Riverside, CA 92553	Highland Fairview Corp Park Phase 2 Contract Number: SC-04044-018 Moreno Valley, California This project is the installation of 1,000 LF of RCP storm drain, retention basins, and 6,000 LF of waterline at the Sketchers warehouse in Moreno Valley, CA. A portion of this waterline is bored across the freeway. To construct the project a temporary waterline has to be installed in order to maintain service to the warehouse. Pavement repairs are also included for areas where pipeline improvements are being installed.	Infrastructure / Site Dev	Subcontractor	Millie And Severson Inc	Jim Hill (562) 493-3611 x 253 Fax: (562) 598-4871 jhill@mandsinc.com	\$4,714,730	2/28/2023
1039960	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	08-100104 Hwy 43 Rip Rap & Crossings Contract Number: 08-100104 Vidal Junction, California This project involves the reconstruction of low water crossings with rip-rap and concrete shoulders. Major quantities include 2,600 TN of asphalt, 500 CY of structural concrete, and 2,300 CY of RIP RAP.	Transportation	Prime Contractor	N/A	Darryl Davis, RE (760) 658-4220 Fax: N/A darryldavis@dot.ca.gov	\$3,387,155	5/28/2021
1040485	Agua Caliente Band Of Cahuilla Indians 5401 Dinah Shore Drive Palm Springs, CA 92264-5970	ACBIC - Section 24 Phase 1A Road Improvements Contract Number: N/A Buckles Mirage, California This project involves the construction of a new roadway in Rancho Mirage, CA. Major quantities include 4,800 LF of sewer, 2,000 LF of domestic water, 25,000 LF of dry utility conduit, 7,700 CY of cut to fill grading, 5,500 TN of aggregate base, 9,700 LF of curb/curb and gutter, 27,000 SF of concrete flatwork, and 4,200 TN of asphalt paving are also included.	Transportation	Prime Contractor	N/A	Dan Malcolm, AICP, MPL Director of Planning 5401 Dinah Shore Drive Palm Springs, CA 92264 (760) 883-1945 dmalcolm@aguacaliente.net	\$5,893,390	6/11/2021

2021 Completed Job Schedule Greater Than \$3 Million								
Job ID	Name and Address of Owner	Name, Location of Project, and Kind of Work	Work Type Category	Prime or Subcontractor	Name of Contractor (If Sub)	Owner Contact	Contract Amount	Actual Completion Date
857041	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	07-312204 Hwy 126 Contract Number: 07-312204 Ventura, California Project consisted of installing 1 ea Austin sand filter vault, 9500 lf K-rail, excavation of 4,700 cy of soil to be exported, 240 lf of 18-24" drainage pipe, 640 m of Type A HMA paving for 22 ea maintenance vehicle pull outs, 6,000 tn of washed permeable gravel, Landscaping.	Transportation	Prime Contractor	N/A	Hector Arroyo (805) 480-4938 Fax: N/A Email: N/A	\$3,317,004	3/31/2021
968361	City of Los Angeles Department of Airports (LAWA) 1 World Way Los Angeles, CA 90009-2216	W Van Nuys Taxiway A Rehab Contract Number: 733359 Van Nuys, California Replacement of taxiway and shoulder pavement, replacement of taxiway lighting system, airfield signage modifications, and various grading and drainage improvements. AC P-401 surface course - 3,320 tons; AC P-401 base course - 5,069 tons.	Transportation	Prime Contractor	N/A	Sean Flynn (310) 817-0337 Fax: N/A Email: N/A	\$25,039,174	10/31/2021
1029123	County of Los Angeles 900 South Fremont Avenue Alhambra, CA 91803-1331	RMDJC6688, Sustainable - North County Contract Number: RMDJC6688 Palmdale, California The Work consists of the issuance of Work Orders for the reconstruction of streets, highways, and facilities Countywide; the reconstruction of curb and gutter, sidewalk, driveways, alley intersections, and cross gutters; and the performance of other appurtenant work at various locations within the unincorporated areas of North Los Angeles County.	Transportation	Prime Contractor	N/A	Mark S. Caddick (626) 458-5100 Fax: N/A Email: N/A	\$2,953,218	7/5/2021
1023890	County of Los Angeles 900 South Fremont Avenue Alhambra, CA 91803-1331	JOC6687, Sustainable - North County Contract Number: RMDJC6687 Lancaster, California The Work consists of the issuance of Work Orders for the reconstruction of streets, highways, and facilities Countywide; the reconstruction of curb and gutter, sidewalk, driveways, alley intersections, and cross gutters; and the performance of other appurtenant work at various locations within the unincorporated areas of North Los Angeles County.	Transportation	Prime Contractor	N/A	Mark S. Caddick (626) 458-5100 Fax: N/A Email: N/A	\$4,327,951	5/25/2021
1038945	Fluence Energy LLC 4100 Wilson Blvd Arlington, VA 22203	Uma Battery Storage Contract Number: PU-0359 Lancaster, California Site prep, seeding, site compacted stone (605 CY), site grading and excavation (21,529 CY), detention basin, foundation rehab, foundation concrete (4,086), permanent access roadways, fencing and sliding gates (1,696 LP), and fire water tank. 2020 Summer Pavement Program Contract Number: 21-003 Lancaster, California AC - HMA & ABHAM (35,185 Tons); Mill tapered grind, Micro-milling / "Roughen Up", surface treatment; roadway excavations and dipouts; crack sealing; AC patching; Type II RAP Slurry Seal; full depth reclamation; aggregate base; adjusting manhole covers and frames; signing, striping, and markings; bike detection system.	Power	Subcontractor	Fluence Energy LLC	Bernd Grehnstein (718) 859-2616 Fax: N/A bernd.grehnstein@fluenceenergy.com	\$3,021,302	2/19/2021
1115271	City of Lancaster 44933 North Fern Avenue Lancaster, CA 93334-2461	NAVAFAC Coronado India Taxiway Contract Number: N6247319D2437 San Diego, California Construction services to Repair Failing Taxiway India, Rwy 36 and to repair through replacement the taxiway's intersection with Taxiway Bravo 2 to India's intersection with Taxiway Lima. The project will replace the existing deteriorated concrete with new Department of Defense compliant airfield pavement, in accordance with the drawings and specifications at NBC NASNM, Naval Base Coronado, San Diego, California	Transportation	Prime Contractor	N/A	Mike Livingston (661) 723 6227 Fax: N/A mlivingston@cityoflanasterca.org	\$4,189,826	6/1/2021
962495	Department of the Navy 1220 Pacific Highway San Diego, CA 92132-5190		Airport	Prime Contractor	N/A	LTJG Kyle Flack Phone: Fax: N/A kyle.flack@navy.mil	\$14,910,310	3/1/2021





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2021 Completed Job Schedule Greater Than \$3 Million

Job ID	Name and Address of Owner	Name, Location of Project and Kind of Work	Work Type Category	Prime or Subcontractor	Name of Contractor (if sub)	Owner Contact	Contract Amount	Actual Completion Date
1017461	Skanska USA Building Inc. 7200 Medical Center Drive West Hills, CA 91307-1902	Skanska CD01 S9018 Otay Mesa Contract Number: 900077201466705 This project consisted of construct freeway to freeway connectors and 4-lane highway facility in San Diego County at various locations. Jointed Plain Concrete Pavement 45,100 CY and Isolation Joint Seal (Silikone) 750 00 LF.	Transportation	Subcontractor	Skanska Usa Building Inc.	Chuck Gitten (951) 206-2767 Fax: N/A Email:	\$10,371,401	4/30/2021
1031679	San Diego County Regional Airport Authority 3325 N Harbor Drive San Diego, CA 92101-1072	SDCAAA Rehab Apron Pavement Contract Number: 104278 San Diego, California The project provides for the rehabilitation of approximately 1.7 million square feet of existing concrete pavement at Terminal 2. Work areas include parking gates 20 through 42, adjacent taxiways, and the southern edge of Taxiway B within the aircraft movement area. The work includes, but is not limited to the following: joint, sealant removal and resealing, concrete spall repair, concrete crack repair, concrete grading and pavement marking in repair areas.	Airport	Prime Contractor	N/A	Clay Bombberger (619) 400-2662 Fax: N/A cbombber@san.org	\$3,386,404	3/1/2021
9851883	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	06-054604- Near Kingsburg and Selma Route 99 Contract Number: 06-04604 Kingsburg, California Roadway rehabilitation. Replace existing lane #2 and #3 from Selma to Kingsburg along with grade corrections under two main overpasses in CRCP. Also reconstruct the 10 on/off ramps within the projects foot print with JPCP transitions and HMA traveled ways. -50,000 CY of CRCP -8,500 CY of JPCP -36,000 TNS of HMA	Transportation	Prime Contractor	N/A	Mohammad Samini (559) 250-6305 Fax: (559) 243-5545 mohammad.samini@dot.ca.gov	\$34,466,845	8/2/2021
1039828	County of Kings 1400 W Lacey Blvd Hanford, CA 91230	581 Roadway Improvements Contract Number: 133925 Hanford, California The work that has been completed consisted, in general, of furnishing and placing 27,940.35 Tons of hot mix asphalt concrete (HMA) over 250,405 SY of pavement fabric, the placement of 22,176.00 SYs of Type III Microsurfacing Seal, 40,105.11 SYs of conform grinding the project limits, 7,502.51 TNS of shoulder backing and over 77 utility and survey monuments that were raised to grade across various existing roads within Kings County.	Transportation	Prime Contractor	N/A	Michel Cabrera (559) 852-2601	\$3,282,720	11/24/2021
1033165	County of El Dorado 2850 Fairlane Court Placerville, CA 95667	Silver Springs Parkway Offsite Contract Number: 4076 Rescue, California Construction of new intersection, roadway, concrete medians, concrete sidewalks, concrete curb and gutter, storm drain systems, rock-lined ditches, retaining wall, asphalt paving, signage and striping, fencing, temporary and permanent erosion control measures, adjusting utility covers to grade, clearing and grubbing, and tree removals.	Transportation	Prime Contractor	N/A	Chandra Ghimire, P.E., PM (930) 631-5998 (930) 626-0387 chandra.ghimire@edg.gov.us	\$4,517,116	9/19/2021
904780	Taylor Morrison 1180 Iron Point Road, Suite 100 Folsom, CA 95628	Bucenville Meadows Frontage and Channel Improvements Contract Number: 36992100 Elk Grove, California Basins/Channels: Excavation grading, culverts, maintenance roads & ramps, concrete pathways, landscape and park equipment. Site Residential subdivisions with Basins/Channels: Excavation grading, culverts, maintenance roads & ramps, concrete pathways, landscape and park equipment. Frontage roads: Paving, curb, gutter, sidewalk, median signal relocation, landscaping, striping.	Infrastructure / Site Dev	Prime Contractor	N/A	Erin Martin (916) 605-0643 Fax: N/A emartin@taylor-morrison.com	\$12,089,257	7/19/2021

Job ID	Name and Address of Owner	Name, Location of Project, and Kind of Work	Work Type Category	Prime or Subcontractor	Name of Contractor (if sub)	Owner Contact	Contract Amount	Actual Completion Date
817304	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	Cosumnes Bridge CMGC CP-4 McConnell OH Contract Number: 03-0F2844 Elk Grove, California This project is located on State Route (SR) 99, Sacramento County, in and near Elk Grove. McConnell OH Bridge, McConnell OH Child project 4 is part of the \$150M Cosumnes Bridge Replacement CMGC project. Includes construction of a new bridge and roadway to carry US Highway 99 traffic over the critical single north/south UPRR track. Scope of work includes multiple MOT stages, utility relocations, extensive shoring, drilled shafts, retaining walls, a precast concrete girder bridge and structure backfill.	Transportation	Prime Contractor	N/A	Red Murphy (930) 701-1305 Fac: N/A redmurf@dot.ca.gov	\$17,094,594	8/16/2021
814163	Holder Construction Company NV 1027 Ashol Avenue Henderson, NV 89011-0000	Project Men Civil & Sanitary Contract Number: 0000 Las Vegas, Nevada Mass grading, Earthwork and sewer - rough grading within 0.2' tolerance, remove existing topsoil, prepare building pad with 8" stone base, vapor barrier and bedding, 400,000 SF installation of wet utilities, 8" water line, 2,300 LF of gas line, excavate 3,500 LF for electrical, install 8" PVC sanitary line. Install 20 manholes and covers. Replace topsoil removed, grading and place aggregate base for 2 mile haul road.	Commercial	Subcontractor	Holder Construction Company NV	Alex Wetzel (837) 347-3159 Fac: N/A	\$30,617,693	4/1/2021
1122946	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	Caltrans 03-1H8404 Barramail Contract Number: 03-1H8404 Truckee, California Concrete Barrier Rail, Fencing and fiber optic conduit - 22,000 LF of K rail, 14,700 SY Hydraulic Mulch, fiber optic conduit, temporary traffic striping, 132,000 SF bonded fiber matrix. Remove concrete dike, remove fencing. Remove existing guardrail and place 6' mchty paint traffic striping.	Transportation	Prime Contractor	N/A	Bojana Gutierrez (916) 801-3455 Fac: N/A bojana.gutierrez@dot.ca.gov	\$6,988,150	10/27/2021
1127900	Reno Tahoe Airport Authority PO Box 12490 Reno, NV 89510-2490	Stead Airport Taxiway Alpha Phase Contract Number: WA-2021-176 Reno, Nevada Paving, Storm Drain, Lights, Striping - Remove 25,000 SY of existing pavement, remove 1,300 LF of chain link fence, 8,000 CY of embankment excavation, 21,500 SY of sub base, 21,800 SY of cement treated subgrade, 27,000 SY HMA AC place non-reflective airfield pavement markings, placed concrete encased schedule 40 PVC pipe.	Transportation	Prime Contractor	N/A	Byrce Juzek (775) 386-7802 Fac: N/A bjuzek@renoairport.com	\$4,436,543	11/18/2021
1024279	Nevada Department of Transportation 1263 South Stewart Street Carson City, NV 89712-0001	NDOT 3821 McCorran Blvd Contract Number: 3821 Reno, Nevada Cold Mill Paving, ADA Improvements, Curb, Gutter, sidewalk - 6 miles of roadway located in a high traffic area of Reno, Nevada. Removal of 42 trees, remove culvert piping, shoulder dike, compression joints, remove 273,966 SY culvert, remove 45,047 SY structure excavation, grind concrete deck, install 12" and 24" reinforced concrete pipe, 44,319 LF of 3' conduit, 39,295 LF of 4' conduit, 33,096 LF concrete curb, 10,571 LF of concrete gutter, 40,891 LF Fiber Optic cable, epoxy pavement striping and 48,000 TON of Asphalt paving.	Transportation	Prime Contractor	N/A	Andrew Lawrence (775) 443-5169 Fac: N/A alawrence@dot.nv.gov	\$18,498,985	10/1/2021
1040065	Nevada Department of Transportation 1263 South Stewart Street Carson City, NV 89712-0001	NDOT 3844 US 93 Passing Lanes Contract Number: 3844 Elko, Nevada Cold Mill, Pave passing lanes - Widen 6 miles of passing lanes, grading, 16 acre clearing and grubbing, 98,262 SY cold milling, 54,543 CY Roadway Excavation, 62,166 CY Borrow Embankment, 4,600 CY Topsoil, 50,670 CY aggregate base, 16,140 TONS plastic type 2, thermoplastic pavement marking, pollution control, hp flap and permanent signs.	Transportation	Prime Contractor	N/A	Mo Gobena (775) 753-2906 Fac: N/A MGobena@dot.nv.gov	\$9,419,513	10/4/2021
1022239	City of Redmond PO Box 7010 Redmond, WA 98008	520 Trail Grade Separation at NE 40th Street Contract Number: 20021606 Redmond, Washington Sited within an active urban corridor, directly adjacent to Microsoft's Redmond Campus and State Route 520 in Redmond, this project constructed approximately 900 LF of trail improvement along the SR 520 Trail. Scope included construction of a cut and cover pedestrian tunnel through the active SR 520 and NE 40th Street intersection and was coordinated to be complete during a 17-day closure of NE 40th street to allow for shoring and support of a half dozen active water, gas, fiber, and communication lines. Other major scopes included over 6,000 CY of excavation, 12,784 SF of Soldier Plate wall and shotcrete fascia, storm drainage, paving, concrete (barwork, electrical and landscaping).	Tunnels	Prime Contractor	N/A	Bassem Al-Ali (425) 556-2900 Fac: N/A baal-ali@redmond.gov	\$8,207,838	3/1/2021



Granite Construction Company

2021 Completed Job Schedule Greater Than \$3 Million

Job ID	Name and Address of Owner	Name, Location of Project, and Kind of Work	Work Type Category	Prime or Subcontractor	Name of Contractor (if sub)	Owner's Contact	Contract Amount	Actual Completion Date
1040589	Sterling And Wilson Solar Solutions Inc 7025 North Scottsdale Road Suite 160 Scottsdale, AZ 85054	Lund Hill Solar Contract Number: NOT LISTED Bickelen, Washington This project started with the installation of internal access roads throughout the entire site which was broken out into six circuits. The internal access roads served as the intended haul route for all project personnel, equipment, and construction materials to build the solar farm. It included grading and compacting app. 100,000 tons of base-course and top-course aggregate. In addition to the access road improvements, the site-prep portion of the contract included installing all project BMP's, two additional construction entrances, and cut, fill, and import activities totaling over 250,000 CY of material. Project quantities included 150,000+ CY of cut/fill material loaded, placed, and compacted on site, 100,000+ CY of import and on-site borrow, 1,000,000+ SF of internal access roads installed including base and top course aggregate, 80,000+ LF of silt fence installed, and 50,000+ CY of boulders gathered/stockpiled	Power	Subcontractor	Sterling And Wilson Solar Solutions Inc	Mark Bodington (860) 524-57483 Fac: N/A Mark.Bodington@Sterlingwilson.com	\$12,793,781	4/16/2021
112216	Clark County 1300 Franklin Street Vancouver, WA 98660-2865	Clark County 2021 HMA Overlays Contract Number: 30022 Vancouver, Washington Project encompassed seven routes that included work scopes of pavement repair, overlay mainline paving, cold milling and new traffic signal systems. In addition to the seven routes that were overlaid, there were 17 different locations across the County that pavement repairs were conducted in preparation for the County's annual chip sealing operations. Overall, we placed approximately 20523 tons of hot mix asphalt on this project in varying lift depths from 1.5" to 3".	Transportation	Prime Contractor	N/A	Isaac McConnell (360) 635-1715 isaacmccormell@clark.wa.gov	\$3,474,375	8/13/2021
112841	State of Washington Department of Transportation PO Box 47420 Olympia, WA 98504-0001	Fork Lewis River Contract Number: 20X320 Woodland, Washington Cracking and sealing the existing concrete panels and overlaying lanes and shoulders with 0.75" of HMA, replacing existing underdrain system, modifying existing electrical system, installing wetland buffer mitigation improvements, replacing existing guardrail and high tension cable barrier, replacing pavement markings and other work.	Transportation	Prime Contractor	N/A	Mike Briggs (360) 624-4827 Fac: N/A briggsm@wsdot.wa.gov	\$5,592,643	11/12/2021
730375	Utah Department of Transportation 4501 South 2700 West Salt Lake City, UT 84107-1430	I-80 Blackrock Cn Contract Number: 180153 Tooele, Utah CM/GC Project that reconstructed 3 bridges and the roadway approaches leading up to the bridges. At SR-36 over I-80 we built the new 350' 3 span concrete girder bridge next to the existing bridge. We built new fills, installed drainage, surcharged the new fill and built the new roadway leading up to the bridge. At I-80 we installed a 400' 2 Span Temporary Bridge (Arrow Supplied) next to the existing structures. We then built the 285' single span steel I-40 WB Bridge and the new roadway tie-ins. Once this bridge was completed we switched all 4 lanes of I-80 traffic EB & WB 2 lanes each onto this newly constructed bridge. Then we built the 235' single span steel bridge and the new roadway tie-ins. Once this was completed we opened the bridges to traffic. We placed polyester concrete on all 3 of these new bridge decks.	Bridge Only	Prime Contractor	N/A	Rodney Ruby (801) 910-2560 Fac: N/A rruby@utah.gov	\$41,650,171	11/29/2021
795760	Utah Transit Authority (UTA) 869 West 200 South Salt Lake City, UT 84101	Van First Mile East Mile Contract Number: 18-23987P Salt Lake, Utah Grant Avenue Reconstruct, Ogden UT - Road Reconstruct from 22nd to 24th street consisting of 1,181 Tons of asphalt pavement 2 each 12' lanes with decorative concrete crosswalks 6 each, 21,299 SF of 12' wide sidewalk, 14,535 SF 7' pile path, 4,078 LF of concrete bioswalks, 2,817 LF of curb and gutter, 7,677 LF of colored concrete banding, 7,498 SF colored concrete intersection, 2,919 LF of curb and gutter, 360 LF of storm drain, 16 Each catch basin, 5,532 SF green epoxy painted bike lane, 13 Each custom streetlights and 2 Each new intersection signals, Landscape sprinklers and 22 Each trees. Farmington Sidewalks - Project consist of installing 35,372 sf 6" thick sidewalk fiber reinforced, 5,033 SF of concrete driveways, 4,300 LF painted bike lane, 1 Each Hawk Signal on Glovers Lane & 650 N Farmington UT. Bountiful ADA Ramps - Project consisted of removing existing pedestrian ramps and installing new ADA compliant ramps. 74 Each in various locations throughout Bountiful City, 3,421 SF of sidewalk, 3,516 LF of curb and gutter. Pellys Trail - Construct a new concrete trail from Main Street to West Temple in South Salt Lake City. 6' concrete trail 8,324 SF, 6 Each Trail lights, 211 LF channelizing fence, 195 SF block retaining wall, 215 CY UTBC. South Jordan/Herriman/Draper bike lanes - Installing 5' wide painted bike lanes in South Jordan, Herriman & Draper UT, 55,860 LF of painted bike lane, 105 Each signs, 502 Each painted messages	Roads / Highways	Prime Contractor	N/A	Grew Turner (801) 236-4761 Fac: N/A Gturner@rideuta.com	\$5,565,811	12/31/2021



Granite Construction Company

2021 Completed Job Schedule Greater Than \$3 Million

Job ID	Name and Address of Owner	Name, Location of Project, and Kind of Work	Work Type Category	Prime or Subcontractor	Name of Contractor (if sub)	Owner Contact	Contract Amount	Actual Completion Date
850008	Utah Transit Authority (UTA) 659 West 200 South Salt Lake City, UT 84101	Uta - Lehi Ped Bridge Contract Number: 18-23987P Lehi, Utah Lehi Trail Pedestrian Bridge - Located within the UTA rail corridor at SR-92. Construct new trail section & pedestrian bridge over SR-92. Construct a new 10' wide asphalt trail 1,020 LF, 17,569 CY borrow, 974 LF RCP pipe, 7' Each catch basins, 7,217 SF concrete sidewalk, 3,030 LF chain link fence, 10,511 SF MSE Wall, 14' wide bridge 500' long with prestressed concrete girders, 453 CY structural concrete, 188 LF 60" drilled shafts.	Transportation	Prime Contractor	N/A	Greg Turner (801) 236-4761 Fax: N/A gturner@utah.gov	\$5,163,170	6/30/2021
1024327	Utah Department of Transportation 4501 South 7200 West Salt Lake City, UT 84107-1430	J-84 Panel Replacement Contract Number: F-184-4(3319) Howell, Utah 22,000 SY of panel replacements, down bar retrofits, 650,00 feet of joint sealing, cattle guards, CIP barriers and a large number of new & updated signs.	Transportation	Prime Contractor	N/A	Jace Nielson (435) 230-2988 Fax: N/A jnie@utah.gov Brad Lovelless - RE blovelless@utah.gov (801) 940-2583	\$6,046,007	4/15/2021
1028168	Kennecott Utah Copper 6362 West 10200 South Bingham Canyon, UT 84006-1197	CBP Crusher Pocket Contract Number: 310420227 Bingham Canyon, Utah Concrete foundation for the Kennecott in pit crusher relocation. This foundation consists of a 3,000 CY base foundation approximately 100'x100'x8' deep. Located above this bottom foundation is three levels of concrete floors and 15' walls where the gyratory crusher sits. The floors and walls were approximately 2000 CY of concrete. Granite also installed dumping slabs with 1000 CY of concrete at the top of the crusher. These dumping slabs are where the 400 TN haul trucks dump ore into the crusher bin.	Mining	Prime Contractor	N/A	Eddy Fuell Phone: Fax: N/A Cody.fuell@riohtco.com	\$8,454,510	2/28/2021
1030706	City of Ogden 2549 Washington Blvd, Suite 761 Ogden, Utah 84401-3111	Ogden-Hickley Airport Contract Number: 3-49-0024-050-2020 Ogden, Utah Apron Reconstruction including P-154 and P-209 with 6' of Asphalt. There are airplane tie downs and junction boxes.	Transportation	Prime Contractor	N/A	Bryant Garrett (801) 629-8262 Fax: N/A Email:	\$4,437,801	11/14/2021
1026181	Clive Avenue Bridge LLC 7200 East Union Avenue Suite 525 Denver, CO 80014	Clive Avenue Bridge Completion Contract Number: East Chicago, Indiana The project was to complete the 1.25 mile balanced-cantilever segmental bridge in Northwest Indiana that carries two lanes of roadway traffic. Work consisted of falsework construction, erection of precast segments including strand jacking over the Indiana Harbor Canal, geometry control, post tensioning of over five miles of tendons, over 15 miles of parapet construction, profile grinding, grooving and other roadway finishes.	Transportation	Prime Contractor	N/A	Laura Weber Communications (219) 276-8903 Fax: N/A lweber@unitedbridgepartners.com	\$32,285,095	10/8/2021



Updated: March 2021

Job ID	Name and Address of Owner	Name, Location of Project, and Kind of Work	Work Type Category	Prime or Subcontractor	Name of Contractor (if sub)	Owner Contact	Contract Amount	Actual Completion Date
904041	Alhambra Public Services Company PO Box 355, M-4901 Fullerton, NM 87416	APTS Bakuin Water Pond Contract Number: 10060083 Termination, New Mexico Excavation, Pond Lining, Mechanical Piping, Electrical, Composite lined pond with two lined cells, consisting of: Primary and secondary 60-mil high-density polyethylene (HDPE), geomembrane liner, drainage gravel, bank collection, geosynthetic clay liner (GCL), prepared subgrade (excavated, geotextiled, and compacted). Removal of two (2) pumps and motors at Pond 3 Pump-house (P3PH). Installation and operation of a temporary pumping system (Gardens or equal) capable of pumping 250 gallons per minute (gpm) at 125 feet of head to pump water from the P3PH wet well to the Lined Decant Water Pond (LDWP). Installation of two (2) new Owner furnished pumps and motors at P3PH. Replacement of motor control center (MCC) at P3PH (5 sections) and installation of new pole mounted transformer for electrical service to P3PH.	Power	Prime Contractor	N/A	Byron Conrad (800) 250-5455 Fac: N/A byron.conrad@aps.com	\$4,537,520	9/29/2020
905017	Arizona Department of Transportation 1730 W Jackson Street Suite A Phoenix, AZ 85007-3218	State - SR 98 Freeway Contract Number: 084 PM 120 1H40901C Sells, Arizona Within 3.39 miles of SR 85 West of Tucson near SR16, AZ. To include road reconstruction, shoulder widening, box culvert extensions, CMP Storm Drains and new bridge. The work consists of roadway excavation and embankment, tunneling and placing aggregate base course, asphaltic concrete (Erd Product), poly chip seal coat, replacing a bridge, extending existing highway box culverts and pipe culverts, signing and pavement markings, and other related work.	Transportation	Prime Contractor	N/A	Michael T. Nagry, P.E. (520) 209-4525 (602) 810-8442 mtg@consultant@azdot.gov	\$11,165,760	9/7/2020
951605	Pima County Procurement Department 110 West Congress Street, 3rd Floor Tucson, AZ 85701-1317	TC Airport #19220 Contract Number: 100049 Tucson, Arizona 2" Mill and Re-pave of 14 different roads throughout Pima County. Pavement Resurfacing, Arterial / Collector. Pavement Repair Project consisting of 2" mill and overlay at various locations within Pima County, including traffic striping, traffic control, and miscellaneous work as needed. A list of locations and a map are included in this solicitation.	Transportation	Prime Contractor	N/A	Paul Bennett (520) 724-6408 Fac: N/A Paul.Bennett@pima.gov	\$3,810,378	1/31/2020
953482	Tucson Airport Authority 1005 South Palmer Avenue Tucson, AZ 85756-6901	16A Inland Taxiway Delta Contract Number: 10113562 Tucson, Arizona Reconstruct 25' Shoulders, rehab mainline (3.5' Mill and Overlay), Realignment of Taxiway D2. The project consists of rehabilitating the full length of Taxiway D and connector Taxiways D1 and D3. Reconstruction of the existing 25-foot wide structural shoulders and retaining 25-foot erosion control pavement on the outboard edge of the shoulders. The rehabilitation of the mainline structural pavements will consist of a 3.5-inch mill and overlay. In addition, Taxiway D2 will be demolished and realigned as a conventional 90-degree taxiway between Runway 3-21 and Taxiway D.	Transportation	Prime Contractor	N/A	Dexter De Vera (520) 573-8202 Fac: N/A ddvera@flytucson.com	\$10,936,067	9/5/2020
969648	Arizona Department of Transportation 1739 W Jackson Street Suite A Phoenix, AZ 85007-3218	Adit Pipeline by 20 Contract Number: BFM001402 Phoenix, Arizona Re-line existing pipes and repair erosion damages at 118 locations throughout Arizona. The project shall encompass approximately seventy seven (77) perching and erosion control measures throughout the project for PDS. Some of the pipes may have a need for hydro-blast, services, damage, excavation, and replacement. The project area includes 118 locations within the Northwest, Southwest, Central, Northeast, Southeast, and South Central and Southern Maintenance Districts.	Trenchless Remedial	Prime Contractor	N/A	Stacy Wisniet (800) 713-6939 Fac: N/A	\$4,705,245	6/30/2020
1011791	Pima County Procurement Department, 1300 West Congress Street, 3rd Floor, Tucson, Arizona 85701-1317	PC Road Pave Repair D1 And D5 Contract Number: BFM0200000 Tucson, Arizona The project consists of 2" mill and 2" overlay on local roadways in subdivisions in Board of Supervisor Districts 1 and 5 within Pima County, including traffic striping, traffic control, and miscellaneous work as needed. Limited Scope.	Transportation	Prime Contractor	N/A	John Olivas (520) 724-2938 Fac: N/A john.olivas@pima.gov	\$3,886,367	6/30/2020
865304	State of California Department of Transportation 1727 20th Street Sacramento, CA 95816-7005	Cabrera BIKKA Bonded Wearing Course Contract Number: 05-1K3104 California 16,609 tons of BIKKA Bonded Wearing Course, 223 tons of Asphalt Emulsion (EMUL), 78,000 YD of AC Cold Milling, 1440 tons of Shoulder Backing and Hvy Stripping.	Transportation	Prime Contractor	N/A	David Ballentine (805) 684-5520 Fac: N/A david.ballentine@dot.ca.gov	\$4,071,200	9/9/2020
070101	City of Santa Barbara 630 Garden Street Santa Barbara, CA 93101-1656	De La Guerra St Bridge Contract Number: 3669 Santa Barbara, California Remove and replace the De La Guerra Street Bridge over Mission Creek and construct new concrete channel walls.	Transportation	Prime Contractor	N/A	Laura Yanez (805) 897-2615 Fac: N/A lyanez@santabarbara.gov	\$5,663,216	5/18/2020

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1025741	County of Santa Barbara 123 East Rosemead Street, P.O. Box 240 Santa Barbara, CA 93101-2079	SR-166/167 Bypass, E. Santa Barbara Contract Number: 06-001944 10,000 tons HMA paving, utility, and grout and replace (in situ) utility adjustments, shoulder backing, and striping	Transportation	Prime Contractor	N/A	Joe Pearson (805) 681-5686 j.pearson@cosbpw.net	\$4,728,048	9/30/2020
861121	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	SR-99/104/105/106/107/108/109/110/111/112/113/114/115/116/117/118/119/120/121/122/123/124/125/126/127/128/129/130/131/132/133/134/135/136/137/138/139/140/141/142/143/144/145/146/147/148/149/150/151/152/153/154/155/156/157/158/159/160/161/162/163/164/165/166/167/168/169/170/171/172/173/174/175/176/177/178/179/180/181/182/183/184/185/186/187/188/189/190/191/192/193/194/195/196/197/198/199/200/201/202/203/204/205/206/207/208/209/210/211/212/213/214/215/216/217/218/219/220/221/222/223/224/225/226/227/228/229/230/231/232/233/234/235/236/237/238/239/240/241/242/243/244/245/246/247/248/249/250/251/252/253/254/255/256/257/258/259/260/261/262/263/264/265/266/267/268/269/270/271/272/273/274/275/276/277/278/279/280/281/282/283/284/285/286/287/288/289/290/291/292/293/294/295/296/297/298/299/300/301/302/303/304/305/306/307/308/309/310/311/312/313/314/315/316/317/318/319/320/321/322/323/324/325/326/327/328/329/330/331/332/333/334/335/336/337/338/339/340/341/342/343/344/345/346/347/348/349/350/351/352/353/354/355/356/357/358/359/360/361/362/363/364/365/366/367/368/369/370/371/372/373/374/375/376/377/378/379/380/381/382/383/384/385/386/387/388/389/390/391/392/393/394/395/396/397/398/399/400/401/402/403/404/405/406/407/408/409/410/411/412/413/414/415/416/417/418/419/420/421/422/423/424/425/426/427/428/429/430/431/432/433/434/435/436/437/438/439/440/441/442/443/444/445/446/447/448/449/450/451/452/453/454/455/456/457/458/459/460/461/462/463/464/465/466/467/468/469/470/471/472/473/474/475/476/477/478/479/480/481/482/483/484/485/486/487/488/489/490/491/492/493/494/495/496/497/498/499/500/501/502/503/504/505/506/507/508/509/510/511/512/513/514/515/516/517/518/519/520/521/522/523/524/525/526/527/528/529/530/531/532/533/534/535/536/537/538/539/540/541/542/543/544/545/546/547/548/549/550/551/552/553/554/555/556/557/558/559/560/561/562/563/564/565/566/567/568/569/570/571/572/573/574/575/576/577/578/579/580/581/582/583/584/585/586/587/588/589/590/591/592/593/594/595/596/597/598/599/600/601/602/603/604/605/606/607/608/609/610/611/612/613/614/615/616/617/618/619/620/621/622/623/624/625/626/627/628/629/630/631/632/633/634/635/636/637/638/639/640/641/642/643/644/645/646/647/648/649/650/651/652/653/654/655/656/657/658/659/660/661/662/663/664/665/666/667/668/669/670/671/672/673/674/675/676/677/678/679/680/681/682/683/684/685/686/687/688/689/690/691/692/693/694/695/696/697/698/699/700/701/702/703/704/705/706/707/708/709/710/711/712/713/714/715/716/717/718/719/720/721/722/723/724/725/726/727/728/729/730/731/732/733/734/735/736/737/738/739/740/741/742/743/744/745/746/747/748/749/750/751/752/753/754/755/756/757/758/759/760/761/762/763/764/765/766/767/768/769/770/771/772/773/774/775/776/777/778/779/780/781/782/783/784/785/786/787/788/789/790/791/792/793/794/795/796/797/798/799/800/801/802/803/804/805/806/807/808/809/810/811/812/813/814/815/816/817/818/819/820/821/822/823/824/825/826/827/828/829/830/831/832/833/834/835/836/837/838/839/840/841/842/843/844/845/846/847/848/849/850/851/852/853/854/855/856/857/858/859/860/861/862/863/864/865/866/867/868/869/870/871/872/873/874/875/876/877/878/879/880/881/882/883/884/885/886/887/888/889/890/891/892/893/894/895/896/897/898/899/900/901/902/903/904/905/906/907/908/909/910/911/912/913/914/915/916/917/918/919/920/921/922/923/924/925/926/927/928/929/930/931/932/933/934/935/936/937/938/939/940/941/942/943/944/945/946/947/948/949/950/951/952/953/954/955/956/957/958/959/960/961/962/963/964/965/966/967/968/969/970/971/972/973/974/975/976/977/978/979/980/981/982/983/984/985/986/987/988/989/990/991/992/993/994/995/996/997/998/999/1000/1001/1002/1003/1004/1005/1006/1007/1008/1009/1010/1011/1012/1013/1014/1015/1016/1017/1018/1019/1020/1021/1022/1023/1024/1025/1026/1027/1028/1029/1030/1031/1032/1033/1034/1035/1036/1037/1038/1039/1040/1041/1042/1043/1044/1045/1046/1047/1048/1049/1050/1051/1052/1053/1054/1055/1056/1057/1058/1059/1060/1061/1062/1063/1064/1065/1066/1067/1068/1069/1070/1071/1072/1073/1074/1075/1076/1077/1078/1079/1080/1081/1082/1083/1084/1085/1086/1087/1088/1089/1090/1091/1092/1093/1094/1095/1096/1097/1098/1099/1100/1101/1102/1103/1104/1105/1106/1107/1108/1109/1110/1111/1112/1113/1114/1115/1116/1117/1118/1119/1120/1121/1122/1123/1124/1125/1126/1127/1128/1129/1130/1131/1132/1133/1134/1135/1136/1137/1138/1139/1140/1141/1142/1143/1144/1145/1146/1147/1148/1149/1150/1151/1152/1153/1154/1155/1156/1157/1158/1159/1160/1161/1162/1163/1164/1165/1166/1167/1168/1169/1170/1171/1172/1173/1174/1175/1176/1177/1178/1179/1180/1181/1182/1183/1184/1185/1186/1187/1188/1189/1190/1191/1192/1193/1194/1195/1196/1197/1198/1199/1200/1201/1202/1203/1204/1205/1206/1207/1208/1209/1210/1211/1212/1213/1214/1215/1216/1217/1218/1219/1220/1221/1222/1223/1224/1225/1226/1227/1228/1229/1230/1231/1232/1233/1234/1235/1236/1237/1238/1239/1240/1241/1242/1243/1244/1245/1246/1247/1248/1249/1250/1251/1252/1253/1254/1255/1256/1257/1258/1259/1260/1261/1262/1263/1264/1265/1266/1267/1268/1269/1270/1271/1272/1273/1274/1275/1276/1277/1278/1279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Job ID	Name and Address of Owner	Name, Location of Project, and Kind of Work	Work Type Category	Prime or Subcontractor	Name of Contractor (If Sub)	Owner Contact	Contract Amount	Actual Completion Date
910728	Related Santa Clara LLC 5201 Great America Parkway, Suite 512 Santa Clara, CA 95054	City Phase Early Access Contract Number N/A Santa Clara, California 10 Tainan Shu Ramp 20 Transit Center 10 Temporary Roadway 10 Side Wide Utility Work	Infrastructure / Site Dev	Prime Contractor	N/A	Heidi Schwartz (408) 490-3715 Fac: N/A hschwartz@related.com	\$15,075,520	8/4/2020
902487	City of San Jose 1400 Mahan Rd San Jose, 95131-1034	15,000 Local 48 Round South Contract Number 8749 San Jose, California Construction, Sidewalk and Driveway (Includes Pedestrian and Handicap Ramps) Paving/Resurfacing, Highway and Road Paving/Resurfacing, Street (Single and Residential) Asphalt Pavement Maintenance and Repair	Transportation	Prime Contractor	N/A	Matthew Sablan (408) 794-6451 Fac: N/A Email	\$7,347,037	1/15/2020
750950	Mission Rock Horizontal Sub Phase 1 LLC 1 Both Plaza Suite 5 San Francisco, CA 94107	Mission Rock Pre-Cont Contract Number N/A San Francisco, California Preconstruction services including estimating, scheduling, logistics planning, early procurement, and preconstruction Work: Test sections for lightweight concrete and ground improvement design selection. Pedestrian and bicycle traffic improvements. Make Road/Threshold. Removal of existing site furnishings, concrete/asphalt-type identification, sub-aging poles & monuments, mass excavation and rough grading of streets and building pads, including managing contaminated soil. Temporary drain system installation.	Infrastructure / Site Dev	Prime Contractor	N/A	Steve Minden (213) 459-1272 Fac: N/A Sminden@thomaspayer.com	\$3,432,106	5/31/2020
877345	Level 10 Construction 1050 Eastridge Way Suite 250 Sunnyvale, CA 94085	Chico Street Office Interior Contract Number Menlo Park, California Site Demo & Grading/Paving, Landscape & Irrigation, Bio-Swale Excavation & Installation, Site Utilities, Site Concrete, Electrical Traffic Signals & Site Lighting, Site Furnishings, Striping & Signage.	Infrastructure / Site Dev	Subcontractor	Level 10 Construction	Andres Schmidt (408) 768-8520 Fac: N/A schmidt@level10.com	\$6,081,270	12/31/2020
910453	City of Brentwood 700 Third Street Brentwood, CA 94515	John Muir Play Lot Phase Contract Number 336-11683 Brentwood, California The Project is located at John Muir Parkway between Brenne Valley Road and Concord Avenue, and is described as follows: new construction of John Muir Parkway north of Brenne Valley Road (Intersecting Highway 101), and the continuation of an access road to the Contra Costa County Road Construction District and, in particular, but not limited to, the following: new construction of a 10' wide concrete sidewalk, new construction of a 10' wide asphalt parking lot, new construction of a 10' wide concrete curb, new construction of a 10' wide concrete sidewalk, new construction of a 10' wide concrete curb, new construction of a 10' wide concrete curb, new construction complete and in satisfactory condition, all as shown on the plans and/or as specified herein	Transportation	Prime Contractor	N/A	Jim Dwyer (925) 516-5156 Fac: (925) 516-5421 jdwyer@brentwoodca.gov	\$4,673,759	12/31/2020
911251	State of California Department of Transportation 1727 30th Street Sacramento, CA 95811-7005	Highway 680 CL 04-016604 Contract Number 04-016604 Midvale, California This work consisted of removing landscape gore areas at approximately 45 locations from the 280/101 interchange in San Jose to Midvale 680, and replacing the gores with reinforced concrete sections. The contract spanned 10 miles Northbound 680, and Southbound - for a total of 20 miles of gore work. The gores ranged in size from new gores to auxiliary lane gores 1000 to 3000 ft. in length and 6' to 30 ft wide. All work was conducted at night with traffic control. In addition, the job had various types of ADI, excavation and hauling. The work also consisted of working around CT utilities such as drainage, lighting and ramp metering. New signing was installed after all work was complete at the gore work and on ramps.	Transportation	Prime Contractor	N/A	Bill Shedd (510) 365-6912 Fac: N/A bill.shedd@dot.ca.gov	\$6,703,241	2/19/2020
910398	State of California Department of Transportation 1727 30th Street Sacramento, CA 95811-7005	Highway 101 New Lane Laydown Contract Number 01-041304 Laytonville, California Gold phase approximately 15,000 LY of asphalt pavement, plus approximately 15,700 tons of rubberized hot mix asphalt gap graded in Mendocino County on State Highway 101 near Laytonville from Ramsey Road to 2 miles North of Valley Drive Work included a temporary pedestrian access route. Installation of approximately 2,310 LY of asphalt dike 850 LY Type A 1,400 LY Type F. Installation of 1,600 LY of sand shunt wall, installation of approximately 1,000 LY of ballast guardrail system (steel post). Remove and replace thermoplastic pavement markings, striping, and rumble strip. Concrete curb and vegetation control.	Transportation	Prime Contractor	N/A	Nash Munes (707) 224-0791 Fac: N/A Email	\$5,559,727	11/15/2020
950908	City of Ukiah 100 Seminary Avenue Ukiah, CA 95425-6414	Ukiah Airport Runway 15-33 Contract Number 19-11 Ukiah, California Project consists of Runway 15-33 pavement rehabilitation, Taxiway A2 pavement demolition and construction of new taxiway connector and Taxiway A North End closure. Work includes demolishing Taxiway B, demolish and construct new heel section on runway 15-33. Construct new taxiway A2 connector. Install new red medium intensity Taxiway Edge lights and Threshold Lights. Relocate existing runway end identifier lights.	Transportation	Prime Contractor	N/A	Mary Horger (707) 463-6233 Fac: N/A mhorgan@cityofukiah.com	\$3,479,551	6/30/2020





Job ID	Name and Address of Owner	Name, Location of Project, and Kind of Work	Work Type Category	Prime or Subcontractor	Name of Contractor (if sub)	Owner Contact	Contract Amount	Actual Completion Date
1025207	State of California Department of Transportation 1727 20th Street Sacramento, CA 95811-1005	Contract Number 06-13124 Needles, California This project involved cold placing 250,000 SY of roadway and overlaying it with 24,000 TN of rubberized asphalt concrete. There was also 2,600 of removal and replacement of asphalt concrete in specified drop locations shoulder backing, rumble strips, and striping was also included.	Transportation	Prime Contractor	N/A	Darcy Davis (760) 658-4220 Fac: N/A darcy.davis@dot.ca.gov	\$5,349,020	12/11/2020
1026156	City of Palm Desert 715-510 Fred Waring Drive Palm Desert, CA 92360-2524	Monterey Ave Pavement Rehabilitation Contract Number 752-19 Palm Desert, California This project involved the removal of 420,000 SF of roadway and replacing it with 19,000 TN of aggregate base and 20,000 TN of hot mix asphalt. There was also the construction of 1,700 LF of curb and gutter along with cross gutters, stormwater, and ADA ramps.	Transportation	Prime Contractor	N/A	Ryan Gayler (760) 345-0611 Fac: N/A rgayler@cityofpalmdesert.org	\$3,046,020	9/11/2020
940327	Los Angeles County Department of Public Works 990 Tremont Avenue Alhambra, CA 91800	LA County River Recycle No.1 Contract Number RM00005648 Los Angeles, California 10 Miles of Cold-in-Place Recycled Asphalt Concrete Pavement and 11,000 tons of Asphalt Rubber Hot Mix (ARHM)	Transportation	Prime Contractor	N/A	Mark S. Caddick (323) 458-5100 Fac: N/A Email: N/A	\$5,100,000	10/5/2020
950392	Los Angeles County Department of Public Works 900 Fremont Avenue Alhambra, CA 91800	6th LA City Rec 2 Pavement Contract Number RM00005649 Los Angeles, California Miles of Cold-in-Place Recycled Asphalt Concrete Pavement and 4,000 tons of Asphalt Rubber Hot Mix (ARHM)	Transportation	Prime Contractor	N/A	Mark S. Caddick (323) 458-5100 Fac: N/A Email: N/A	\$3,000,000	10/10/2020
010428	NAVAFAC - Southwest North Island Naval Air Station Coronado, CA 92135-5220	NAVAFAC Coronado Repair Taxiway Contract Number HSN47184947 Coronado, California Remove/Replace/Repair PCC(1800 CY), replacement of the taxiway lights and cabling, striping removal and paint, mill and overlay minor quantities of (1800000 in). The project takes place at multiple taxiways in 3 different phases and 11 different work areas. We set up a portable batch plant at the base per the spec requirements.	Airport	Prime Contractor	N/A	William Gibson (619) 545-7900 Fac: N/A william.gibson@navy.mil	\$6,911,666	6/5/2020
040796	San Diego County Regional Airport Authority 3225 North Harbor Drive San Diego, California 92138-2776	Hydram Fueling Infrastructure Contract Number 104249 San Diego International Airport, CA Install a new fuel transmission pipeline on the north side of the runway, from the vicinity of the bulk fuel storage facility to the west end of the runway, parallel to the north VSI, within the Runway 8-27 RSA. Continue the fuel piping under the EMAS (threshold), and the Terminal 3 Green Building Apron. Extend the distribution main to the fueling infrastructure piping/placement by the FIS Project CIP 412001. Provide temporary erosion and sediment control measures. Install a utility shut bank, which includes six communication ducts and manholes on the Southwest portion of the VSI. Install associated surface pavement improvements and other items incidental to the installation of the Fuel Transmission and Distribution pipes.	Airport	Prime Contractor	N/A	Clay Bomberger (619) 400-2662 Fac: N/A cbomberger@san.org	\$19,401,930	8/7/2020
661503	Los Angeles World Airports 1 World Way Los Angeles, CA 90045	Turner-PCL Taxiway Contract Number 5245552 Los Angeles, California Demolition, earthwork and wet utilities improvements in preparation for the new Terminal 75,000 cy demolition of concrete and asphalt. Demolition and removal of existing utilities. On site existing on concrete and asphalt. 150,000 cy of concrete cut to fill. 40,000 cy of asphalt. Structural excavation for basement walls cut and cover tunnel. 2,000,000 SF Site grading, base placement with finishing. 2,000 LF of 3' to 16" diameter pipe (concrete water, 7,000 LF of 18" to 24" ductile iron fire water, 15,000 LF of 12" to 36" ductile iron and reinforced concrete pipe storm drain 6,000 LF of 4' to 18" VCP Sewer line. Concrete utility structures. 1,000 BF of gas line.	Airport	Subcontractor	Turner-PCL A Joint Venture 16250 Westchester Parkway Los Angeles, CA 90045-1836	Robert Schullz, Project Manager (323) 646-5725 Fac: N/A rschullz@baw.org	\$83,580,504	12/31/2020
872815	NAVAFAC - Southwest Marina Way San Diego, CA 92145-5509	NAVAFAC Miramar F35 Landing Pads Contract Number NG2731802437 San Diego, California The work included the construction of two (2) vertical landing pads designed for F35B operations. The work will also include connecting taxiway to allow for more efficient air operations. Damage features will also be included in the design and construction of these projects with grading, soil stabilization and all other incidental related work associated with this project.	Public Safety	Prime Contractor	N/A	Alexander Hubbell (707) 628-9597 Fac: N/A Alexander.hubbell@navy.mil	\$11,351,436	9/27/2020
902409	Papich Construction Co Inc PO Box 2219 Pismo Beach, CA 93554	Papich CDOT Hwy 101 San Lucas Contract Number 191950 (06-171404) San Lucas, California Subcontractor to Papich, work consisted of performing concrete paving. Place continuously reinforced concrete pavement on existing roadway.	Transportation	Subcontractor	Papich Construction Co Inc	Kerth Connor (805) 441-2127 Fac: N/A kconnor@papichconstruction.com	\$10,716,010	10/1/2020

Appendix J

	Name and Address of Owner	Name, Location of Project, and Kind of Work	Work Type Category	Prime or Subcontractor	Name of Contractor (if sub)	Owner Contact	Contract Amount	Actual Completion Date
851226	Nuclear Waste Partnership LLC 10 Box 2078 Carlsbad, NM 88221-2078	WIPP North Access Road Bypass (NABR) Contract Number: 510029 Carlsbad, New Mexico The NABR work is to construct a bypass road, connecting the North and South Access Roads, which must relocate all non-WIPP traffic away from the site and the construction area. The NABR Project consists of a new highway bypass connecting the North and South Access Roads and allowing traffic to bypass the Nuclear Waste Partnership WIPP facility. Design includes: Intersecting at the connection to the North and South Access Roads. Replacing missing, damaged, and outdated signage along the North and South Access Roads. Three under-road livestock crossings were located in existing depression areas to minimize vertical rise in roadway height required to pass over these structures. Fencing and cattle guards were designed to maximize use of existing fencing and minimize loss of grazing area while providing adequate setback from roadway. Drainage concerns were considered to minimize potential for ponding in crossing structures. Drainage structures were designed to meet the flow capacity of existing culverts through the combined length of the bypassed portions of the North and South Access Roads. This was determined to be the most reliable method of determining required drainage capacity based on under topography and the historical tabular data of the Access Roads. Signage for the new roadway must be provided along with updating mile posts along the roadway to make them continuous beginning at the South Access Road intersection with State Hwy 128 and ending at the North Access Road intersection with US-62/180. Possible utility locations must be called out for the new bypass portion of roadway. Road names must be formulated during the next stage of the project by HWY personnel, and shown on the plans.	Public Safety	Subcontractor	Nuclear Waste Partnership LLC Roberto Olivas 575 234-8962 Fac: N/A Roberto.Olivas@wppwv.com		\$10,500,000	3/20/2020
911298	Holtec International One Holtec Drive Camden, NJ 08104	Holtec Pylon Signage Contract Number: 111047 Plymouth Nuclear Power Plant in Plymouth, Massachusetts Contract an RS310 to include a reinforced concrete storage pad, apron, and haul path modifications. The Scope of Work calls for the Contractor to perform all procurement (except rebar, concrete, and testing services), fabrication, installation, and construction as well as any demolition or modification of existing systems, structures and components and removal of any natural features RS310 pad, apron, and haul path.	Public Safety	Subcontractor	Holtec International Paul Thomas (958) 797-0000 ext 3886 Fac: N/A thomas.p.thomas@holtec.com		\$4,127,572	1/28/2020
846169	Nevada Department of Transportation 1263 South Stewart Street Carson City, NV 89712-0001	NDOT 3745 Silver Springs Contract Number: 3745 Silver Springs, Nevada Paving, Grubbing, Tree Removal, 300,000 LF Grubbing, 404,120 CY Backfill, Excavation, 7,000 T/Y of Decorative Boulders, 100,000 LF of 12" Diameter, 250,000 LF of 18" Diameter, 250,000 LF of 24" Diameter, 250,000 LF of 30" Diameter, 250,000 LF of 36" Diameter, 250,000 LF of 42" Diameter, 250,000 LF of 48" Diameter, 250,000 LF of 54" Diameter, 250,000 LF of 60" Diameter, 250,000 LF of 66" Diameter, 250,000 LF of 72" Diameter, 250,000 LF of 78" Diameter, 250,000 LF of 84" Diameter, 250,000 LF of 90" Diameter, 250,000 LF of 96" Diameter, 250,000 LF of 102" Diameter, 250,000 LF of 108" Diameter, 250,000 LF of 114" Diameter, 250,000 LF of 120" Diameter, 250,000 LF of 126" Diameter, 250,000 LF of 132" Diameter, 250,000 LF of 138" Diameter, 250,000 LF of 144" Diameter, 250,000 LF of 150" Diameter, 250,000 LF of 156" Diameter, 250,000 LF of 162" Diameter, 250,000 LF of 168" Diameter, 250,000 LF of 174" Diameter, 250,000 LF of 180" Diameter, 250,000 LF of 186" Diameter, 250,000 LF of 192" Diameter, 250,000 LF of 198" Diameter, 250,000 LF of 204" Diameter, 250,000 LF of 210" Diameter, 250,000 LF of 216" Diameter, 250,000 LF of 222" Diameter, 250,000 LF of 228" Diameter, 250,000 LF of 234" Diameter, 250,000 LF of 240" Diameter, 250,000 LF of 246" Diameter, 250,000 LF of 252" Diameter, 250,000 LF of 258" Diameter, 250,000 LF of 264" Diameter, 250,000 LF of 270" Diameter, 250,000 LF of 276" Diameter, 250,000 LF of 282" Diameter, 250,000 LF of 288" Diameter, 250,000 LF of 294" Diameter, 250,000 LF of 300" Diameter, 250,000 LF of 306" Diameter, 250,000 LF of 312" Diameter, 250,000 LF of 318" Diameter, 250,000 LF of 324" Diameter, 250,000 LF of 330" Diameter, 250,000 LF of 336" Diameter, 250,000 LF of 342" Diameter, 250,000 LF of 348" Diameter, 250,000 LF of 354" Diameter, 250,000 LF of 360" Diameter, 250,000 LF of 366" Diameter, 250,000 LF of 372" Diameter, 250,000 LF of 378" Diameter, 250,000 LF of 384" Diameter, 250,000 LF of 390" Diameter, 250,000 LF of 396" Diameter, 250,000 LF of 402" Diameter, 250,000 LF of 408" Diameter, 250,000 LF of 414" Diameter, 250,000 LF of 420" Diameter, 250,000 LF of 426" Diameter, 250,000 LF of 432" Diameter, 250,000 LF of 438" Diameter, 250,000 LF of 444" Diameter, 250,000 LF of 450" Diameter, 250,000 LF of 456" Diameter, 250,000 LF of 462" Diameter, 250,000 LF of 468" Diameter, 250,000 LF of 474" Diameter, 250,000 LF of 480" Diameter, 250,000 LF of 486" Diameter, 250,000 LF of 492" Diameter, 250,000 LF of 498" Diameter, 250,000 LF of 504" Diameter, 250,000 LF of 510" Diameter, 250,000 LF of 516" Diameter, 250,000 LF of 522" Diameter, 250,000 LF of 528" Diameter, 250,000 LF of 534" Diameter, 250,000 LF of 540" Diameter, 250,000 LF of 546" Diameter, 250,000 LF of 552" Diameter, 250,000 LF of 558" Diameter, 250,000 LF of 564" Diameter, 250,000 LF of 570" Diameter, 250,000 LF of 576" Diameter, 250,000 LF of 582" Diameter, 250,000 LF of 588" Diameter, 250,000 LF of 594" Diameter, 250,000 LF of 600" Diameter, 250,000 LF of 606" Diameter, 250,000 LF of 612" Diameter, 250,000 LF of 618" Diameter, 250,000 LF of 624" Diameter, 250,000 LF of 630" Diameter, 250,000 LF of 636" Diameter, 250,000 LF of 642" Diameter, 250,000 LF of 648" Diameter, 250,000 LF of 654" Diameter, 250,000 LF of 660" Diameter, 250,000 LF of 666" Diameter, 250,000 LF of 672" Diameter, 250,000 LF of 678" Diameter, 250,000 LF of 684" Diameter, 250,000 LF of 690" Diameter, 250,000 LF of 696" Diameter, 250,000 LF of 702" Diameter, 250,000 LF of 708" Diameter, 250,000 LF of 714" Diameter, 250,000 LF of 720" Diameter, 250,000 LF of 726" Diameter, 250,000 LF of 732" Diameter, 250,000 LF of 738" Diameter, 250,000 LF of 744" Diameter, 250,000 LF of 750" Diameter, 250,000 LF of 756" Diameter, 250,000 LF of 762" Diameter, 250,000 LF of 768" Diameter, 250,000 LF of 774" Diameter, 250,000 LF of 780" Diameter, 250,000 LF of 786" Diameter, 250,000 LF of 792" Diameter, 250,000 LF of 798" Diameter, 250,000 LF of 804" Diameter, 250,000 LF of 810" Diameter, 250,000 LF of 816" Diameter, 250,000 LF of 822" Diameter, 250,000 LF of 828" Diameter, 250,000 LF of 834" Diameter, 250,000 LF of 840" Diameter, 250,000 LF of 846" Diameter, 250,000 LF of 852" Diameter, 250,000 LF of 858" Diameter, 250,000 LF of 864" Diameter, 250,000 LF of 870" Diameter, 250,000 LF of 876" Diameter, 250,000 LF of 882" Diameter, 250,000 LF of 888" Diameter, 250,000 LF of 894" Diameter, 250,000 LF of 900" Diameter, 250,000 LF of 906" Diameter, 250,000 LF of 912" Diameter, 250,000 LF of 918" Diameter, 250,000 LF of 924" Diameter, 250,000 LF of 930" Diameter, 250,000 LF of 936" Diameter, 250,000 LF of 942" Diameter, 250,000 LF of 948" Diameter, 250,000 LF of 954" Diameter, 250,000 LF of 960" Diameter, 250,000 LF of 966" Diameter, 250,000 LF of 972" Diameter, 250,000 LF of 978" Diameter, 250,000 LF of 984" Diameter, 250,000 LF of 990" Diameter, 250,000 LF of 996" Diameter, 250,000 LF of 1000" Diameter, 250,000 LF of 1006" Diameter, 250,000 LF of 1012" Diameter, 250,000 LF of 1018" Diameter, 250,000 LF of 1024" Diameter, 250,000 LF of 1030" Diameter, 250,000 LF of 1036" Diameter, 250,000 LF of 1042" Diameter, 250,000 LF of 1048" Diameter, 250,000 LF of 1054" Diameter, 250,000 LF of 1060" Diameter, 250,000 LF of 1066" Diameter, 250,000 LF of 1072" Diameter, 250,000 LF of 1078" Diameter, 250,000 LF of 1084" Diameter, 250,000 LF of 1090" Diameter, 250,000 LF of 1096" Diameter, 250,000 LF of 1100" Diameter, 250,000 LF of 1106" Diameter, 250,000 LF of 1112" Diameter, 250,000 LF of 1118" Diameter, 250,000 LF of 1124" Diameter, 250,000 LF of 1130" Diameter, 250,000 LF of 1136" Diameter, 250,000 LF of 1142" Diameter, 250,000 LF of 1148" Diameter, 250,000 LF of 1154" Diameter, 250,000 LF of 1160" Diameter, 250,000 LF of 1166" Diameter, 250,000 LF of 1172" Diameter, 250,000 LF of 1178" Diameter, 250,000 LF of 1184" Diameter, 250,000 LF of 1190" Diameter, 250,000 LF of 1196" Diameter, 250,000 LF of 1200" Diameter, 250,000 LF of 1206" Diameter, 250,000 LF of 1212" Diameter, 250,000 LF of 1218" Diameter, 250,000 LF of 1224" Diameter, 250,000 LF of 1230" Diameter, 250,000 LF of 1236" Diameter, 250,000 LF of 1242" Diameter, 250,000 LF of 1248" Diameter, 250,000 LF of 1254" Diameter, 250,000 LF of 1260" Diameter, 250,000 LF of 1266" Diameter, 250,000 LF of 1272" Diameter, 250,000 LF of 1278" Diameter, 250,000 LF of 1284" Diameter, 250,000 LF of 1290" Diameter, 250,000 LF of 1296" Diameter, 250,000 LF of 1300" Diameter, 250,000 LF of 1306" Diameter, 250,000 LF of 1312" Diameter, 250,000 LF of 1318" Diameter, 250,000 LF of 1324" Diameter, 250,000 LF of 1330" Diameter, 250,000 LF of 1336" Diameter, 250,000 LF of 1342" Diameter, 250,000 LF of 1348" Diameter, 250,000 LF of 1354" Diameter, 250,000 LF of 1360" Diameter, 250,000 LF of 1366" Diameter, 250,000 LF of 1372" Diameter, 250,000 LF of 1378" Diameter, 250,000 LF of 1384" Diameter, 250,000 LF of 1390" Diameter, 250,000 LF of 1396" Diameter, 250,000 LF of 1400" Diameter, 250,000 LF of 1406" Diameter, 250,000 LF of 1412" Diameter, 250,000 LF of 1418" Diameter, 250,000 LF of 1424" Diameter, 250,000 LF of 1430" Diameter, 250,000 LF of 1436" Diameter, 250,000 LF of 1442" Diameter, 250,000 LF of 1448" Diameter, 250,000 LF of 1454" Diameter, 250,000 LF of 1460" Diameter, 250,000 LF of 1466" Diameter, 250,000 LF of 1472" Diameter, 250,000 LF of 1478" Diameter, 250,000 LF of 1484" Diameter, 250,000 LF of 1490" Diameter, 250,000 LF of 1496" Diameter, 250,000 LF of 1500" Diameter, 250,000 LF of 1506" Diameter, 250,000 LF of 1512" Diameter, 250,000 LF of 1518" Diameter, 250,000 LF of 1524" Diameter, 250,000 LF of 1530" Diameter, 250,000 LF of 1536" Diameter, 250,000 LF of 1542" Diameter, 250,000 LF of 1548" Diameter, 250,000 LF of 1554" Diameter, 250,000 LF of 1560" Diameter, 250,000 LF of 1566" Diameter, 250,000 LF of 1572" Diameter, 250,000 LF of 1578" Diameter, 250,000 LF of 1584" Diameter, 250,000 LF of 1590" Diameter, 250,000 LF of 1596" Diameter, 250,000 LF of 1600" Diameter, 250,000 LF of 1606" Diameter, 250,000 LF of 1612" Diameter, 250,000 LF of 1618" Diameter, 250,000 LF of 1624" Diameter, 250,000 LF of 1630" Diameter, 250,000 LF of 1636" Diameter, 250,000 LF of 1642" Diameter, 250,000 LF of 1648" Diameter, 250,000 LF of 1654" Diameter, 250,000 LF of 1660" Diameter, 250,000 LF of 1666" Diameter, 250,000 LF of 1672" Diameter, 250,000 LF of 1678" Diameter, 250,000 LF of 1684" Diameter, 250,000 LF of 1690" Diameter, 250,000 LF of 1696" Diameter, 250,000 LF of 1700" Diameter, 250,000 LF of 1706" Diameter, 250,000 LF of 1712" Diameter, 250,000 LF of 1718" Diameter, 250,000 LF of 1724" Diameter, 250,000 LF of 1730" Diameter, 250,000 LF of 1736" Diameter, 250,000 LF of 1742" Diameter, 250,000 LF of 1748" Diameter, 250,000 LF of 1754" Diameter, 250,000 LF of 1760" Diameter, 250,000 LF of 1766" Diameter, 250,000 LF of 1772" Diameter, 250,000 LF of 1778" Diameter, 250,000 LF of 1784" Diameter, 250,000 LF of 1790" Diameter, 250,000 LF of 1796" Diameter, 250,000 LF of 1800" Diameter, 250,000 LF of 1806" Diameter, 250,000 LF of 1812" Diameter, 250,000 LF of 1818" Diameter, 250,000 LF of 1824" Diameter, 250,000 LF of 1830" Diameter, 250,000 LF of 1836" Diameter, 250,000 LF of 1842" Diameter, 250,000 LF of 1848" Diameter, 250,000 LF of 1854" Diameter, 250,000 LF of 1860" Diameter, 250,000 LF of 1866" Diameter, 250,000 LF of 1872" Diameter, 250,000 LF of 1878" Diameter, 250,000 LF of 1884" Diameter, 250,000 LF of 1890" Diameter, 250,000 LF of 1896" Diameter, 250,000 LF of 1900" Diameter, 250,000 LF of 1906" Diameter, 250,000 LF of 1912" Diameter, 250,000 LF of 1918" Diameter, 250,000 LF of 1924" Diameter, 250,000 LF of 1930" Diameter, 250,000 LF of 1936" Diameter, 250,000 LF of 1942" Diameter, 250,000 LF of 1948" Diameter, 250,000 LF of 1954" Diameter, 250,000 LF of 1960" Diameter, 250,000 LF of 1966" Diameter, 250,000 LF of 1972" Diameter, 250,000 LF of 1978" Diameter, 250,000 LF of 1984" Diameter, 250,000 LF of 1990" Diameter, 250,000 LF of 1996" Diameter, 250,000 LF of 2000" Diameter, 250,000 LF of 2006" Diameter, 250,000 LF of 2012" Diameter, 250,000 LF of 2018" Diameter, 250,000 LF of 2024" Diameter, 250,000 LF of 2030" Diameter, 250,000 LF of 2036" Diameter, 250,000 LF of 2042" Diameter, 250,000 LF of 2048" Diameter, 250,000 LF of 2054" Diameter, 250,000 LF of 2060" Diameter, 250,000 LF of 2066" Diameter, 250,000 LF of 2072" Diameter, 250,000 LF of 2078" Diameter, 250,000 LF of 2084" Diameter, 250,000 LF of 2090" Diameter, 250,000 LF of 2096" Diameter, 250,000 LF of 2100" Diameter, 250,000 LF of 2106" Diameter, 250,000 LF of 2112" Diameter, 250,000 LF of 2118" Diameter, 250,000 LF of 2124" Diameter, 250,000 LF of 2130" Diameter, 250,000 LF of 2136" Diameter, 250,000 LF of 2142" Diameter, 250,000 LF of 2148" Diameter, 250,000 LF of 2154" Diameter, 250,000 LF of 2160" Diameter, 250,000 LF of 2166" Diameter, 250,000 LF of 2172" Diameter, 250,000 LF of 2178" Diameter, 250,000 LF of 2184" Diameter, 250,000 LF of 2190" Diameter, 250,000 LF of 2196" Diameter, 250,000 LF of 2200" Diameter, 250,000 LF of 2206" Diameter, 250,000 LF of 2212" Diameter, 250,000 LF of 2218" Diameter, 250,000 LF of 2224" Diameter, 250,000 LF of 2230" Diameter, 250,000 LF of 2236" Diameter, 250,000 LF of 2242" Diameter, 250,000 LF of 2248" Diameter, 250,000 LF of 2254" Diameter, 250,000 LF of 2260" Diameter, 250,000 LF of 2266" Diameter, 250,000 LF of 2272" Diameter, 250,000 LF of 2278" Diameter, 250,000 LF of 2284" Diameter, 250,000 LF of 2290" Diameter, 250,000 LF of 2296" Diameter, 250,000 LF of 2300" Diameter, 250,000 LF of 2306" Diameter, 250,000 LF of 2312" Diameter, 250,000 LF of 2318" Diameter, 250,000 LF of 2324" Diameter, 250,000 LF of 2330" Diameter, 250,000 LF of 2336" Diameter, 250,000 LF of 2342" Diameter, 250,000 LF of 2348" Diameter, 250,000 LF of 2354" Diameter, 250,000 LF of 2360" Diameter, 250,000 LF of 2366" Diameter, 250,000 LF of 2372" Diameter, 250,000 LF of 2378" Diameter, 250,000 LF of 2384" Diameter, 250,000 LF of 2390" Diameter, 250,000 LF of 2396" Diameter, 250,000 LF of 2400" Diameter, 250,000 LF of 2406" Diameter, 250,000 LF of 2412" Diameter, 250,000 LF of 2418" Diameter, 250,000 LF of 2424" Diameter, 250,000 LF of 2430" Diameter, 250,000 LF of 2436" Diameter, 250,000 LF of 2442" Diameter, 250,000 LF of 2448" Diameter, 250,000 LF of 2454" Diameter, 250,000 LF of 2460" Diameter, 250,000 LF of 2466" Diameter, 250,000 LF of 2472" Diameter, 250,000 LF of 2478" Diameter, 250,000 LF of 2484" Diameter, 250,000 LF of 2490" Diameter, 250,000 LF of 2496" Diameter, 250,000 LF of 2500" Diameter, 250,000 LF of 2506" Diameter, 250,000 LF of 2512" Diameter, 250,000 LF of 2518" Diameter, 250,000 LF of 2524" Diameter, 250,000 LF of 2530" Diameter, 250,000 LF of 2536" Diameter, 250,000 LF of 2542" Diameter, 250,000 LF of 2548" Diameter, 250,000 LF of 2554" Diameter, 250,000 LF of 2560" Diameter, 250,000 LF of 2566" Diameter, 250,000 LF of 2572" Diameter, 250,000 LF of 2578" Diameter, 250,000 LF of 2584" Diameter, 250,000 LF of 2590" Diameter, 250,000 LF of 2596" Diameter, 250,000 LF of 2600" Diameter, 250,000 LF of 2606" Diameter, 250,000 LF of 2612" Diameter, 250,000 LF of 2618" Diameter, 250,000 LF of 2624" Diameter, 250,000 LF of 2630" Diameter, 250,000 LF of 2636" Diameter, 250,000 LF of 2642" Diameter, 250,000 LF of 2648" Diameter, 250,000 LF of 2654" Diameter, 250,000 LF of 2660" Diameter, 250,000 LF of 2666" Diameter, 250,000 LF of 2672" Diameter, 250,000 LF of 2678" Diameter, 250,000 LF of 2684" Diameter, 250,000 LF of 2690" Diameter, 250,000 LF of 2696" Diameter, 250,000 LF of 2700" Diameter, 250,000 LF of 2706" Diameter, 250,000 LF of 2712" Diameter, 250,000 LF of 2718" Diameter, 250,000 LF of 2724" Diameter, 250,000 LF of 2730" Diameter, 250,000 LF of 2736" Diameter, 250,000 LF of 2742" Diameter, 250,000 LF of 2748" Diameter, 250,000 LF of 2754" Diameter, 250,000 LF of 2760" Diameter, 250,000 LF of 2766" Diameter, 250,000 LF of 2772" Diameter, 250,000 LF of 2778" Diameter, 250,000 LF of 2784" Diameter, 250,000 LF of 2790" Diameter, 250,000 LF of 2796" Diameter, 250,000 LF of 2800" Diameter, 250,000 LF of 2806" Diameter, 250,000 LF of 2812" Diameter, 250,000 LF of 2818" Diameter, 250,000 LF of 2824" Diameter, 250,000 LF of 2830" Diameter, 250,000 LF of 2836" Diameter, 250,000 LF of 2842" Diameter, 250,000 LF of 2848" Diameter, 250,000 LF of 2854" Diameter, 250,000 LF of 2860" Diameter, 250,000 LF of 2866" Diameter, 250,000 LF of 2872" Diameter, 250,000 LF of 2878" Diameter, 250,000 LF of 2884" Diameter, 250,000 LF of 2890" Diameter, 250,000 LF of 2896" Diameter, 250,000 LF of 2900" Diameter, 250,000 LF of 2906" Diameter, 250,000 LF of 2912" Diameter, 250,000 LF of 2918" Diameter, 250,000 LF of 2924" Diameter, 250,000 LF of 2930" Diameter, 250,000 LF of 2936" Diameter, 250,000 LF of 2942" Diameter, 250,000 LF of 2948" Diameter, 250,000 LF of 2954" Diameter, 250,000 LF of 2960" Diameter, 250,000 LF of 2966" Diameter, 250,000 LF of 2972" Diameter, 250,000 LF of 2978" Diameter, 250,000 LF of 2984" Diameter, 250,000 LF of 2990" Diameter, 250,000 LF of 2996" Diameter, 250,000 LF of 3000" Diameter, 250,000 LF of 3006" Diameter, 250,000 LF of 3012" Diameter, 250,000 LF of 3018" Diameter, 250,000 LF of 3024" Diameter, 250,000 LF of 3030" Diameter, 250,000 LF of 3036" Diameter, 250,000 LF of 3042" Diameter, 250,000 LF of 3048" Diameter, 250,000 LF of 3054" Diameter, 250,000 LF of 3060" Diameter, 250,000 LF of 3066" Diameter, 250,000 LF of 3072" Diameter, 250,000 LF of 3078" Diameter, 250,000 LF of 3084" Diameter, 250,000 LF of 3090" Diameter, 250,000 LF of 3096" Diameter, 250,000 LF of 3100" Diameter, 250,000 LF of 3106" Diameter, 250,000 LF of 3112" Diameter, 250,000 LF of 3118" Diameter, 250,000 LF of 3124" Diameter, 250,000 LF of 3130" Diameter, 250,000 LF of 3136" Diameter, 250,000 LF of 3142" Diameter, 250,000 LF of 3148" Diameter, 250,000 LF of 3154" Diameter, 250,000 LF of 3160" Diameter, 250,000 LF of 3166" Diameter, 250,000 LF of 3172" Diameter, 250,000 LF of 3178" Diameter, 250,000 LF of 3184" Diameter, 250,000 LF of 3190" Diameter, 250,000 LF of 3196" Diameter, 250,000 LF of 3200" Diameter, 250,000 LF of 3206" Diameter, 250,000 LF of 3212" Diameter, 250,000 LF of 3218" Diameter, 250,000 LF of 3224" Diameter, 250,000 LF of 3230" Diameter, 250,000 LF of 3236" Diameter, 250,000 LF of 3242" Diameter, 250,000 LF of 3248" Diameter, 250,000 LF of 3254" Diameter, 250,000 LF of 3260" Diameter, 250,000 LF of 3266" Diameter, 250,000 LF of 3272" Diameter, 250,000 LF of 3278" Diameter, 250,000 LF of 3284" Diameter, 250,000 LF of 3290" Diameter, 250,000 LF of 3296" Diameter, 250,000 LF of 3300" Diameter, 250,000 LF of 3306" Diameter, 250,000 LF of 3312" Diameter, 250,000 LF of 3318" Diameter, 250,000 LF of 3324" Diameter, 250,000 LF of 3330" Diameter, 250,000 LF of 3336" Diameter, 250,000 LF of 3342" Diameter, 250,000 LF of 3348" Diameter, 250,000 LF of 3354" Diameter, 250,000 LF of 3360" Diameter, 250,000 LF of 3366" Diameter, 250,000 LF of 3372" Diameter, 250,000 LF of 3378" Diameter, 250,000 LF of 3384" Diameter, 250,000 LF of 3390" Diameter, 250,000 LF of 3396" Diameter, 250,000 LF of 3400" Diameter, 250,000 LF of 3406" Diameter, 250,000 LF of 3412" Diameter, 250,000 LF of 3418" Diameter, 250,000 LF of 3424" Diameter, 250,000 LF of 3430" Diameter, 250,000 LF of 3436" Diameter, 250,000 LF of 3442" Diameter, 250,000 LF of 3448" Diameter, 250,000 LF of 3454" Diameter, 250,000 LF of 3460" Diameter, 250,000 LF of 3466" Diameter, 250,000 LF of 3472" Diameter, 250,000 LF of 3478" Diameter, 250,000 LF of 3484" Diameter, 250,000 LF of 3490" Diameter, 250,000 LF of 3496" Diameter, 250,000 LF of 3500" Diameter, 250,000 LF of 3506" Diameter, 250,000 LF of 3512" Diameter, 250,000 LF of 3518" Diameter, 250,000 LF of 3524" Diameter, 250,000 LF of 3530" Diameter, 250,000 LF of 3536" Diameter, 250,000 LF of 3542" Diameter, 250,000 LF of 3548" Diameter, 250,000 LF of 3554" Diameter, 250,000 LF of 3560" Diameter, 250,000 LF of 3566" Diameter, 250,000 LF of 3572" Diameter, 250,000 LF of 3578" Diameter, 250,000 LF of 3584" Diameter, 250,000 LF of 3590" Diameter, 250,000 LF of 3596" Diameter, 250,000 LF of 3600" Diameter, 250,000 LF of 3606" Diameter, 250,000 LF of 3612" Diameter, 250,000 LF of 3618" Diameter, 250,000 LF of 3624" Diameter, 250,000 LF of 3630" Diameter, 250,000 LF of 3636" Diameter, 250,000 LF of 3642" Diameter, 250,000 LF of 3648" Diameter, 250,000 LF of 3654" Diameter, 250,000 LF of 3660" Diameter, 250,000 LF of 3666" Diameter, 250,000 LF of 3672" Diameter, 250,000 LF of 3678" Diameter, 250,000 LF of 3684" Diameter, 250,000 LF of 3690" Diameter, 250,000 LF of 3696" Diameter, 250,000 LF of 3700" Diameter, 250,000 LF of 3706" Diameter, 250,000 LF of 3712" Diameter, 250,000 LF of 3718" Diameter, 250,000 LF of 3724" Diameter, 250,000 LF of 3730" Diameter, 250,000 LF of 3736" Diameter, 25						





Job ID	Name and Address of Owner	Name, Location of Project, and Kind of Work	Work Type Category	Prime or Subcontractor	Name of Contractor (if sub)	Owner Contact	Contract Amount	Actual Completion Date
950899	Port of Mount Lake 1810 Andrews Street North East Suite 200 Mount Lake, WA 98037-3204	Grant County Airport Contract Number: 3-53-0039-004-Q45-19 Description of work: Reconstruction of airport, 3,500 feet of runway, including removal of existing asphalt and concrete pavements, excavation, grading, subgrade prep, placing base material, asphalt paving, concrete panel replacement, stormwater drainage, replace runway lighting and other work.	Transportation	Prime Contractor	N/A	Rich Mueller (509) 762-5363 rjmuel@portofmountlake.com	\$18,200,000	12/1/2020
991508	State of Washington Department of Transportation PO Box 47420 Olympia, WA 98504-0001	S&L - Mt Seal 2020 Contract Number: 5900 Palouse, Washington Improvements of *** SR 202 MP 194.32 to MP 209.00 and MP 274.66 to MP 288.97, SR 153 MP 0.00 to MP 30.74 in Okanogan County, and SR 282 MP 0.00 to MP 4.92 in Grant County by Removing Cement Conc. Curb, Removing Micro-Silica Traffic Item, Pavement Repair, Excavation, Joint, Expansion Joint, Modification, Bridge Deck Repair, Waterproof Membrane, Crushed Surfacing Base Course, Shoulder Finishing, Emulsified Asphalt, CYRS-2P, Asphalt for Fog Seal, Furnishing and Paving, Crushed Screenings 3/8 to No. 4 and No. 4 to 0, Sealing Existing Longitudinal and Transverse Joints, Removing Existing Overlay from Bridge Deck, Paving Bituminous Pavement, HMA for Pre-levelling CL 3/8 In. PG 64H-28, HMA for Pavement Repair CL 3/8 In. PG 64H-28, HMA CL 3/8 In. PG 64H-28, HMA Sawcut and Seal, Force Account, Roadway Repair, Inlet Protection, Temporary Block Drain, Erosion/Water Pollution Control, Extended Curb, Beam Guardrail Block, Removing and Re-setting Beam Guardrail, Existing Beam Guardrail/Retable Guide Post, Tubular Marker, plastic, traffic markings, Centerline Rumble Strip, Shoulder Rumble Strip, Type 2, Recessed Pavement Marker, White Plastic Rumble Bar, Temporary Pavement Marking- Short Duration, Beam Guardrail Post, Structure Signage, Adjust Monument Case and Corner *** and other work, all in accordance with the Contract Plans, Contract Provisions, and the Standard Specifications.	Transportation	Prime Contractor	N/A	James Reynolds (509) 667-2860 N/A jreynol@wdo.wa.gov	\$6,231,000	10/6/2020
712264	Central Puget Sound RTA (Sound Transit) 1899 120th Ave NE Bellevue, WA 98005	HSR0 CMFE Contract Number: 501701-310000 Bellevue, Washington Star And Civil Work for 30 Acres of maintenance facility, demolition of existing building, TSG, stormwater treatment, 15,000 CF water treatment, 50,000 CF treatment, 4,500 LF water tank, 1,800 LF water tank, 1,800 LF water tank, 10,000 TONS asphalt paving.	Transit & Rail	Subcontractor	Harrell Phelps Construction CO 420 Saint Andrews Greeley, CO 80631-3332	Shawna Gullone (Harrell Phelps) Phone: N/A Fax: N/A sgullone@harrellphelps.com	\$37,491,821	6/1/2020
730211	Community Transit 7100 Harrison Road Everett, WA 98203-5814	Swift Green Line Station Contract Number: 2017-036 Everett, Washington Construction of new bus rapid transit (BRT) station along a 17 mile corridor from Everett to Bothell. The work consisted of installation of 3.4 new curb side BRT stations with in-line concrete roadway sections that required coordination with a different City's, WSPOT and Snohomish County. The scope of work included bus priority upgrades at critical signal locations, new intersection signalization, fiber optic upgrades to the corridor ITS network, retaining walls, wetland mitigation, business coordination, sewer bypass and relocation, traffic control (both vehicular and pedestrian), roadway excavation, paving and landscaping.	Transit & Rail	Prime Contractor	N/A	Todd Jacobs (425) 348-7100 Fax: N/A todd.jacobs@commtrans.org	\$17,912,750	5/1/2020
815187	Portland General Electric 14103 8th East Sumner, WA 98566-9541	Harbortown Substation Contract Number: 18-0572 Everett, Washington Overhaul for Harbortown substation, steel tanks, conductors, groundings, formwork, foundations, steel tanks, Site Grading and trenching for busways, steel tanks, conductors, groundings, formwork, foundations, steel tanks, Site Grading and trenching for busways, steel tanks, conductors, groundings, formwork, foundations, steel tanks, Site Grading and trenching for busways. Some concrete holding demolition. This was all completed for a major substation expansion.	Power	Subcontractor	Politeco Inc.	Kevin Cockford (253) 855-2587 Fax: N/A kcockford@politeco.net	\$5,146,186	1/1/2020
834546	City of Mount Vernon 105 East College Way Mount Vernon, WA 98273-5433	College Way Widening Contract Number: 15-2017-001 Mount Vernon, Washington The work consisted of new curb side BRT stations with in-line concrete roadway sections that required coordination with a different City's, WSPOT and Snohomish County. The scope of work included bus priority upgrades at critical signal locations, new intersection signalization, fiber optic upgrades to the corridor ITS network, retaining walls, wetland mitigation, business coordination, sewer bypass and relocation, traffic control (both vehicular and pedestrian), roadway excavation, paving and landscaping.	Roads / Highway	Prime Contractor	N/A	Bill B. Beck (360) 316-0204 Fax: N/A billb@mountvernonwa.gov	\$8,420,520	2/1/2020



**Granite Construction Company**

### 2020 Completed Job Schedule Greater Than \$3 Million

## Appendix J









# GoldCoat SealCoat

## HP #310

### GoldStar HP #310 GoldCoat SealCoat

Industry leading seal coat, engineered and manufactured for Contractors, Public Agencies, Property Managers and Schools. GoldCoat HP #310 provides superior protection against oxidation and deterioration caused by adverse weather conditions, ultraviolet sun rays and other environmental stressors. Additionally, GoldCoat HP #310 extends the life of your asphalt pavement by filling in small cracks thereby slowing the expansion of existing cracks, delaying the need for more costly structural repairs. When you choose GoldCoat HP #310 you can rest assured that you are applying one of the best premium seal coat products on the market. GoldCoat HP #310, sure to look great, provide superior protection and pass the test of time.



### Manufacturing Plant

Every gallon of GoldCoat HP #310 is manufactured in GoldStar Asphalt Products manufacturing facility, located in Perris, CA. Goldstars facility is equipped with the latest technology ensuring consistency in every batch of GoldCoat HP #310. Each batch is thoroughly tested on site in Goldstars state of the art laboratory. Centrally located in Southern California, GoldCoat HP #310 can be economically delivered, stored and agitated on your job site anywhere in Southern California.



**Public Agencies • Property Managers • Schools • HOA's**

1354 Jet Way,  
Perris CA 92571

[www.GoldStarAsphalt.com](http://www.GoldStarAsphalt.com)  
[Info@GoldStarAsphalt.com](mailto:Info@GoldStarAsphalt.com)  
T +1 888 770 7325





# GoldCoat SealCoat

## HP #310

Specifications Methods	Minimum	Maximum	Test Methods
Cone Penetration @ 77 F, dmm	350	650	ASTM D217
Nonvolatile Components %Weight	55	65	See Note 1
% Nonvolatile Soluble in Trichloroethylene by Wt.	15	25	ASSHTO T-45-56
	<b>Requirements</b>	<b>Results</b>	
Accelerated Weathering [4 years exposure]	Pass no cracking peeling when applied per spec	Passes	Federal Spec. TT-C-555B
	No leaks or weight gain	Passes	Federal Spec. TT-C-555B
Ultraviolet Resistance [10 year exposure]	Apply per spec		
Typical Density- lbs./gal	WPG 10.50 11.00 can dilute up to 25%		
Color [as received] [Cured Film]	Deep Black		

\*Note 1: Method for determination of non-volatile components: Weight 10 grams of homogeneous product into a previously tarred, small ointment can lid. Place in a constant temperature oven at 325 degrees for 1 1/2 hours. Cool, re-weigh and calculate non-volatile components.

### Suggested Architect's Short Specification

#### **SURFACE PREPARATION:**

Repair damaged areas of asphalt. Crack fill surface cracks 1/4" or wider with GoldStar #315 Premium Cold Pour Crack Filler and prime oil damaged areas with GoldStar #330 Oil Sealer. Clean asphalt surface prior to application. All water and sprinklers must be turned off 24 hours prior to start, and must remain off until sealer is completely dried.

#### **APPLICATION:**

GoldCoat SealCoat HP #310 must be applied to structurally sound pavement. any asphalt patching or crack filling should be done prior to application of seal coat. Squeegee or machine apply. Spread material in an even and uniform direction to eliminate gaps and ridges.

#### **DRYING TIME:**

8 hours maximum at 70F. Recommended air temperature range for application is 70F to 95F.

#### **WEATHER LIMITATIONS:**

Application should be postponed if wet or freezing weather is expected 24 hours following application. When ambient temperature exceeds 90F, pavement should be misted with a water based fog system prior to application.

#### **COVERAGE:**

Medium aggregate surfaces will use an average of 15-30 gallons of GoldCoat seal coat per 1,000 square feet of asphalt pavement surface. Actual yield will vary dependent on frequency of seal coat applications, asphalt pavement texture and age.

1354 Jet Way,  
Perris CA 92571

[www.GoldStarAsphalt.com](http://www.GoldStarAsphalt.com)  
[Info@GoldStarAsphalt.com](mailto:Info@GoldStarAsphalt.com)  
T +1 888 770 7325



**00 41 43 – BID FORMS**

**1.1 Bid.**

Bids will be received at the Desert Resort Management, 42-635 Melanie Place Ste. 103, Palm Desert, CA 92211, until 3:00 P.M., Friday, July 28, 2022.

**NAME OF BIDDER:** NPG, Inc.

Fire Access Maintenance District #1  
Attn: District Manager Scott Matas  
42-635 Melanie Place, Ste 103  
Palm Desert, CA 92211

The undersigned hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any for the following Project:

**Priority Two Road Rehab (Proj. No. P3-05.2023)**

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project, as described and in strict conformity with the Drawings, and these Specifications for TOTAL BID PRICE indicated herein.

The undersigned acknowledges receipt, understanding, and full consideration of the following addenda to the Contract Documents:

Addenda No. 0

1. Attached is the required Bid Guarantee in the amount of not less than 10% of the Total Bid Price.
2. Attached is the completed Designation of Subcontractors form.
3. Attached is the fully executed Noncollusion Declaration form.
4. Attached is the completed Iran Contracting Act Certification form.
5. Attached is the completed Public Works Contractor Registration Certification form.
6. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.
7. Attached is the completed Bidder Information and Experience form.





**A. BID SCHEDULE**

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST
1.	Mobilization	LS	1		\$10,000.00
2.	Storm Water Pollution Prevention Plan (SWPPP) (\$)	LS	1		\$2,500.00
3.	Fugitive Dust Control	LS	1		\$1,500.00
4.	Construction Survey and Staking – if necessary	LS	1		\$2,500.00
5.	Sandpiper Drive (Club Dr. to Pueblo Rd)	SF	See Exhibit "B"		
6.	Sandpiper Drive (Club Dr. to Pueblo Rd Lateral Parking)				
7.	Delgado Drive (Sandpiper to Sandpiper)				
8.	Teton Lane				
9.	Shasta Lane				
10.	Cayuga				
11.	Pueblo Road (Sandpiper to Roadrunner)				
12.	Roadrunner Drive (includes parking and driveways)				



NO.	ITEM DESCRIPTION	UNIT OF MEA SURE	EST. QTY.	UNIT PRICE	ITEM COST
13.	Pawnee Road				
14.	Club Drive (Exit to Iroquois)				
15.	Iroquois Dr. (Club Dr. to Club Terrace)				
16.	Club Terrace				
17.	Desi Drive				
18.	Desi Drive Loop				
19.	Lou Circle				
20.	Iroquois Dr. (Club Terrace to Delgado)				
21.	Iroquois Dr. (Delgado to Manitou)				
22.	Manitou Drive (Bridge South) and Sioux Drive				
23.	Sacatan Circle				
24.	Blackhawk Drive				
25.	War Bonnet Circle				

See Exhibit "B"





NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST
26.	Medicine Box Circle		See Exhibit "B"		
27.	Pappago Circle				
28.	Quail Run Drive (Bridge South to Seminole)				
29.	Quail Run Drive (Seminole to Cottonwood)				
30.	Cottonwood Cove				
31.	Seminole Road				
32.	Cherokee Road (Quail Run to Cul-de-Sac)				
33.	Cherokee Road (Dead End)				
34.	Dove Road (Dead End)				
35.	Dove Road (end-to-end)				
36.	Repairs to Dove and Quail Run Drainage – add drains to Dove dead end	**See Page 36 Addt Bidder Statement			
Total Bid Amount in Numbers: (Based upon estimated quantities of Items 1 Through 36)					\$623,373.00

LF = Linear Feet  
 LS = Lump Sum  
 CY = Cubic Yard  
 SF = Square Foot



**EA = Each**  
**A = Allowance**  
**(F) = Final Pay Item**  
**(S) = Specialty Item**

The costs for any Work shown or required in the Contract Documents, but not specifically identified as a line item are to be included in the related line items and no additional compensation shall be due to Contractor for the performance of the Work.

In case of discrepancy between the Unit Price and the Item Cost set forth for a unit basis item, the unit price shall prevail and shall be utilized as the basis for determining the lowest responsive, responsible Bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the Unit Price.

For purposes of evaluating Bids, the FAMD/FAMD/City will correct any apparent errors in the extension of unit prices and any apparent errors in the addition of lump sum and extended prices.

The estimated quantities for Unit Price items are for purposes of comparing Bids only and the FAMD/FAMD/City makes no representation that the actual quantities of work performed will not vary from the estimates. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the Unit Price, except for items designated as Final Pay (F).



**B. TOTAL BID PRICE:**

TOTAL BID PRICE BASED ON BID SCHEDULE TOTAL OF UNIT PRICES FOR Priority Two Road Rehab (Proj. No. P3-05.2023)	
\$	<b>623,373.00</b>
Total Bid Price in Numbers	
\$	Six hundred twenty-three thousand three hundred seventy-three dollars and zero cents
Total Bid Price in Written Form	
In case of discrepancy between the written price and the numerical price, the written price shall prevail.	

The undersigned agrees that this Bid Form constitutes a firm offer to the FAMD/City which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the Bid opening, or until a Contract for the Work is fully executed by the FAMD/City and a third party, whichever is earlier.

The successful bidder hereby agrees to sign the contract and furnish the necessary bonds and certificates of insurance within ten (10) working days after the FAMD/FAMD/City provides the successful bidder with the Notice of Award.

Upon receipt of the signed contract and other required documents, the contract will be executed by the FAMD/City, after which the FAMD/City will prepare a letter giving Contractor Notice to Proceed. The official starting date shall be the date of the Notice to Proceed, unless otherwise specified. The undersigned agrees to begin the Work within ten (10) working days of the date of the Notice to Proceed, unless otherwise specified.

The undersigned has examined the location of the proposed work and is familiar with the Drawings and Specifications and the local conditions at the place where work is to be done.

If awarded the contract, the undersigned agrees that there shall be paid by the undersigned and by all subcontractors to all laborers, workers and mechanics employed in the execution of such contract no less than the prevailing wage rate within Riverside County for each craft, classification, or type of worker needed to complete the Work contemplated by this contract as established by the Director of the Department of Industrial Relations. A copy of the prevailing rate of per diem wages are on file at the FAMD/City's Administration Office and shall be made available to interested parties upon request.

Enclosed find cash, bidder's bond, or cashier's or certified check No. \_\_\_\_\_ from the \_\_\_\_\_ Bank in the amount of \_\_\_\_\_, which is not less than ten percent (10%) of this bid, payable to FAMD/City of Indian Wells as bid security and which is given as a guarantee that the undersigned will enter into a contract and provide the necessary bonds and certificates of insurance if awarded the Work.



The bidder furthermore agrees that in case of bidder's default in executing said contract and furnishing required bonds and certificates of insurance, the cash, bidder's bond, or cashier's or certified check accompanying this proposal and the money payable thereon shall become and shall remain the property of the FAMD/City of Indian Wells.

Bidder is an individual \_\_\_\_\_, or corporation ✓, or partnership \_\_\_\_\_, organized under the laws of the State of California.

Bidder confirms license(s) required by California State Contractor's License Law for the performance of the subject project are in full effect and proper order. The following are the Bidder's applicable license number(s), with their expiration date(s) and class of license(s):

664779, Class A, B, C-12, Expires 02/28/2025

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If the Bidder is a joint venture, each member of the joint venture must include the required licensing information.

Sureties that will furnish the Faithful Performance Bond and the Labor and Material Payment Bond, in the form specified herein, in an amount equal to one hundred percent (100%) of the contract price within ten (10) working days from the date the FAMD/City provides the successful bidder the Notice of Award. Sureties must meet all of the State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120 and must be authorized by the State of California.

The insurance company or companies to provide the insurance required in the contract documents must have a Financial Strength Rating of not less than "A-" and a Financial Size Category of not less than "Class VII" according to the latest Best Key Rating Guide. At the sole discretion of the FAMD/City, the FAMD/City may waive the Financial Strength Rating and the Financial Size Category classifications for Workers' Compensation insurance.

(signatures continued on next page)





I hereby certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Executed at Perris, CA, on this 28th day of July, 2023.

(Bidders Name – Print or Type)

Jeffrey Nelson, President  
(Name and Title)

(Corporate Seal)

[Signature]  
(Signature)

Names of individual members of firm or names and titles of all officers of corporation and their addresses are listed below:

Name Jeff Nelson Title CEO

Complete Address 1354 Jet Way, Perris, CA 92571

Phone 951-940-0200 FAX 951-940-9192

Name Jeffrey Nelson Title President

Complete Address 1354 Jet Way, Perris, CA 92571

Phone 951-940-0200 FAX 951-940-9192

Name Sharon Nelson Title CFO/Secretary

Complete Address 1354 Jet Way, Perris, CA 92571

Phone 951-940-0200 FAX 951-940-9192

Name Michael Araiza Title Vice President

Complete Address 1354 Jet Way, Perris, CA 92571

Phone 951-940-0200 FAX 951-940-9192

SEE ATTACHED NOTARY



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 )SS  
COUNTY OF Riverside )

On 07-28-2023 before me, Baylee Ann Canada, Notary Public, personally appeared

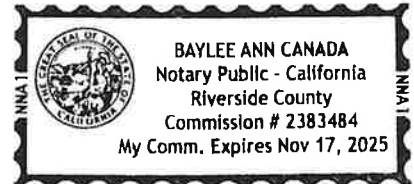
Jeffrey Nelson

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

Baylee Ann Canada \* Notary Public



This area for official notarial seal.

## OPTIONAL SECTION CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER(S) TITLE(S)  
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL  
☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER Manager

SIGNER IS REPRESENTING:

Name of Person or Entity

Name of Person or Entity

## OPTIONAL SECTION

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

**THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW**

TITLE OR TYPE OF DOCUMENT: Bid Forms

NUMBER OF PAGES N/A DATE OF DOCUMENT N/A

SIGNER(S) OTHER THAN NAMED ABOVE N/A



1.2 Bid Bond

**[Note: Not required when other form of Bidder's Security, e.g. cash, certified check or cashier's check, accompanies bid.]**

The makers of this bond are, NPG, Inc., as Principal, and The Ohio Casualty Insurance Company, as Surety and are held and firmly bound unto the FAMD/City of Indian Wells, hereinafter called the FAMD/City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to FAMD/City for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated July 28, 20 23, for Desilting Basins Nos. 4 and 4A (Proj. No. 96-09).

If the Principal does not withdraw its Bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the FAMD/City as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

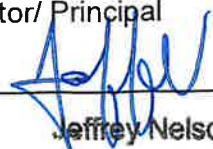
Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the FAMD/City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the FAMD/City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.


By their signatures hereunder, Surety and Principal hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 24th day of July, 2023, the name and corporate seal of each corporation.

(Corporate Seal)

NPG, Inc.  
Contractor/ Principal  
By   
Title Jeffrey Nelson, President

(Corporate Seal)

The Ohio Casualty Insurance Company  
Surety  
By   
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title Attorney-In-Fact / Charles L. Flake



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 )SS  
COUNTY OF Riverside )

On 07-28-2023 before me, Baylee Ann Canada, Notary Public, personally appeared

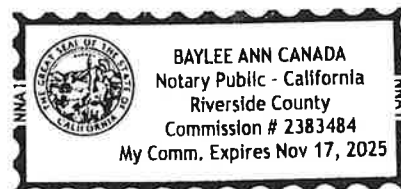
Jeffrey Nelson

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

Baylee Ann Canada \* Notary Public



This area for official notarial seal.

## OPTIONAL SECTION CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER(S) TITLE(S)  
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL  
☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER Manager

SIGNER IS REPRESENTING:

Name of Person or Entity

Name of Person or Entity

## OPTIONAL SECTION

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

**THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW**

TITLE OR TYPE OF DOCUMENT: Bid Bond

NUMBER OF PAGES N/A DATE OF DOCUMENT N/A

SIGNER(S) OTHER THAN NAMED ABOVE N/A





**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 July 24, 2023 before me, Heather Willis, Notary Public

Date

*Here Insert Name and Title of the Officer*personally appeared Charles L. Flake*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 Heather Willis  
*Signature of Notary Public**Place Notary Seal Above***OPTIONAL**

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

**Description of Attached Document**

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

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

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

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

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

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

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

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

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





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8205649-971919**

## POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Charles L. Flake, David L. Culbertson, Heather Willis, Lexie Sherwood, Spencer Flake

all of the city of Anaheim state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF**, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of May, 2021.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:

David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA  
County of MONTGOMERY ss

On this 25th day of May, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this 28th day of July, 2023.



By:

Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary



## Notary Acknowledgment

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 \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

Name(s) of Signer(s)

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 of Notary Public

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPAFAMD/CITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual  
☐ Corporate Officer

\_\_\_\_\_  
Title(s)

\_\_\_\_\_  
Title or Type of Document

- ☐ Partner(s)      ☐ Limited  
                          ☐ General

\_\_\_\_\_  
Number of Pages

- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:

\_\_\_\_\_  
Date of Document

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.





## Notary Acknowledgment

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 \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, 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 as a \_\_\_\_\_/City(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.

See Attached Acknowledgement

Signature of Notary Public

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPAFAMD/CITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual  
☐ Corporate Officer

\_\_\_\_\_  
Title(s)

\_\_\_\_\_  
Title or Type of Document

- ☐ Partner(s)      ☐ Limited  
                                 ☐ General

\_\_\_\_\_  
Number of Pages

- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:

\_\_\_\_\_  
Date of Document

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF BID BOND





### 1.3 List of Subcontractors

In compliance with the Subletting and Subcontracting Fair Practices Act Chapter 4 (commencing at Section 4100), Part 1, Division 2 of the Public Contract Code of the State of California and any amendments thereof, Bidder shall set forth below: (a) the name and the location of the place of business, (b) the California contractor license number, (c) the DIR public works contractor registration number unless exempt pursuant to Labor Code Sections 1725.5 and 1771.1, and (d) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement to be performed under this Contract in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If a Bidder fails to specify a subcontractor or if a contractor specifies more than one subcontractor for the same portion of work, then the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of work and that it shall perform that portion itself.

<b>Work to be done by Subcontractor</b>	<b>Name of Subcontractor</b>	<b>Location of Business</b>	<b>CSLB Contractor License No.</b>	<b>DIR Registration Number</b>	<b>% of Work</b>
N/A					



Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	% of Work

(Attach additional sheets if necessary)

Name of Bidder NPG, Inc.

Signature 

Name and Title Jeffrey Nelson, President

Dated 07/28/2023



1.4 Bidder Information and Experience Form

**ARTICLE 1. INFORMATION ABOUT BIDDER**

(Indicate not applicable ("N/A") where appropriate.)

**NOTE:** Where Bidder is a joint venture, pages shall be duplicated, and information provided for all parties to the joint venture.

- 1.0 Name of Bidder: NPG, Inc.
- 2.0 Type, if Entity: A California Corporation
- 3.0 Bidder Address: Mailing: PO Box 1515, Perris, CA 92572  
Physical: 1354 Jet Way, Perris, CA 92571  
951-940-9192 951-940-0200  
Facsimile Number Telephone Number  
cstone@npgasphalt.com  
Email Address
- 4.0 How many years has Bidder's organization been in business as a Contractor?  
60 Years
- 5.0 How many years has Bidder's organization been in business under its present name? 60 Years
- 5.1 Under what other or former names has Bidder's organization operated?  
N/A
- 6.0 If Bidder's organization is a corporation, answer the following:
- 6.1 Date of Incorporation: 03/07/1990
- 6.2 State of Incorporation: California
- 6.3 President's Name: Jeffrey Nelson
- 6.4 Vice-President's Name(s): Michael Araiza
- 6.5 Secretary's Name: Sharon Nelson
- 6.6 Treasurer's Name: Sharon Nelson



7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: \_\_\_\_\_

7.2 Name and address of all partners (state whether general or limited partnership):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8.0 If other than a corporation or partnership, describe organization and name principals:  
\_\_\_\_\_  
\_\_\_\_\_

9.0 List other states in which Bidder's organization is legally qualified to do business.

\_\_\_\_\_  
N/A  
\_\_\_\_\_  
\_\_\_\_\_

10.0 What type of work does the Bidder normally perform with its own forces?

\_\_\_\_\_  
All asphalt paving, all paving maintenance projects, seal, stripe, crack  
seal, concrete, mason wall, signs & parking lot ADA compliance  
\_\_\_\_\_

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

\_\_\_\_\_  
N/A  
\_\_\_\_\_  
\_\_\_\_\_

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

\_\_\_\_\_  
N/A  
\_\_\_\_\_  
\_\_\_\_\_





13.0 List Trade References:

**\*\*See attached Exhibit "A"**

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14.0 List Bank References (Bank and Branch Address):

**\*\*See attached Exhibit "A"**

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15.0 Name of Bonding Company and Name and Address of Agent:

**\*\*See attached Exhibit "A"**

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**Exhibit "A"**

**Suppliers:**

All American Asphalt  
Contact: Ed Carlson  
Phone: 951-736-7600  
[ecarlson@allamericanasphalt.com](mailto:ecarlson@allamericanasphalt.com)

Vulcan Materials  
Contact: Ralph Donaldson  
Phone: 909-529-5366  
[donaldsonr@vmcmail.com](mailto:donaldsonr@vmcmail.com)

Martin Marietta  
Contact: Dave Mundt  
Phone: 760-600-0665  
[david.mundt@martinmarietta.com](mailto:david.mundt@martinmarietta.com)

**Bank Reference:**

PNC Bank  
Contact: Lupe Torres Clemente  
211 E. 4<sup>th</sup> Street  
Perris, CA 92570  
Phone: 951-242-1174  
[Lupe.TorresClemente@pnc.com](mailto:Lupe.TorresClemente@pnc.com)

**Bonding Company**

The Ohio Casualty Insurance Company  
Company of California  
Culbertson Insurance Services  
5500 E. Santa Ana Canyon Rd #201,  
Anaheim, CA 92807



## ARTICLE 2. LIST OF CURRENT PROJECTS (BACKLOG)

[\*\*Duplicate Page if needed for listing additional current projects.\*\*]

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work
**See attached Exhibit "B"			
*			



## Work Pending (Updated 7/2023)

Customer Name	Contract Amount	Work not yet performed
Solera Oak Valley Greens	\$ 3,000.00	\$ 3,000.00
Nicosia Contracting International, LLC	\$ 2,169,988.00	\$ 1,575,014.30
LaBelle Marvin	\$ 931,524.00	\$ 931,524.00
Val Verde USD	\$ 56,502.00	\$ 35,302.45
Val Verde USD	\$ 172,227.00	\$ 74,057.61
Val Verde USD	\$ 45,989.00	\$ 32,008.34
Val Verde USD	\$ 114,334.00	\$ 96,679.82
Val Verde USD	\$ 85,514.00	\$ 14,351.00
Val Verde USD	\$ 97,273.00	\$ 12,136.00
GRG Management	\$ 33,038.00	\$ 33,038.00
Huntington West Properties	\$ 9,732.00	\$ 9,732.00
Prime Association Services	\$ 15,900.00	\$ 15,900.00
Majestic Management	\$ 23,500.00	\$ 16,205.00
Premier Community Services	\$ 4,500.00	\$ 4,500.00
Majestic Management	\$ 104,505.00	\$ 108,505.00
Total Commercial Real Estate, Inc.	\$ 384,500.00	\$ 363,018.00
Department of Forestry & Fire Protection	\$ 869,000.00	\$ 869,000.00
Walnut Grove Apartments	\$ 6,700.00	\$ 6,700.00
Martin Associates Brokerage	\$ 64,175.00	\$ 64,175.00
Premier Community Services	\$ 16,090.00	\$ 10,500.00
Indian Ridge HOA	\$ 252,725.00	\$ 252,725.00
Moss & Associates	\$ 241,560.00	\$ 43,956.00
Romoland Assembly of God Church	\$ 29,050.00	\$ 4,200.00
Premier Comercial Brokerage	\$ 388,935.00	\$ 378,285.00
Val Verde USD	\$ 94,894.00	\$ 94,894.00
Greer Ranch Community Association	\$ 3,900.00	\$ 3,900.00
Chaparral Country Club	\$ 8,750.00	\$ 8,750.00
Indian Ridge HOA	\$ 163,125.00	\$ 156,625.00
Greer Ranch Community Association	\$ 64,722.00	\$ 67,222.00
Alere Property Group	\$ 146,000.00	\$ 122,308.00





Alere Property Group	\$ 18,679.00	\$ 18,679.00
Keystone Pacific PM	\$ 10,880.00	\$ 10,880.00
Lordon Mgmt.	\$ 125,990.00	\$ 125,990.00
Tritz Professional Mgmt.	\$ 3,500.00	\$ 3,500.00
DMP Properties	\$ 2,850.00	\$ 2,850.00
Wild Land Conservancy	\$ 8,815.00	\$ 8,815.00
Iconic Property Mgmt.	\$ 54,152.00	\$ 54,152.00
Walters Management	\$ 66,792.00	\$ 66,792.00
Valley Center Pauma USD	\$ 21,998.00	\$ 21,998.00
Wheeler Steffen Property Management	\$ 9,593.00	\$ 9,593.00
Vintage Group	\$ 202,350.00	\$ 202,350.00
MMF Inc.	\$ 40,651.00	\$ 40,651.00
Warner Management	\$ 26,350.00	\$ 26,350.00
Asscia N.N. Jaeschke, Inc.	\$ 53,696.00	\$ 53,696.00
Keystone PM	\$ 20,650.00	\$ 20,650.00
Colton Joint USD	\$ 43,246.00	\$ 43,246.00
Greer Ranch Community Association	\$ 82,500.00	\$ 82,500.00
Vintage Management Consultants	\$ 72,380.00	\$ 72,380.00
Seabreeze Mgmt.	\$ 5,900.00	\$ 5,900.00
Kings Street Wear	\$ 7,100.00	\$ 7,100.00
Tritz Professional Mgmt.	\$ 27,835.00	\$ 27,835.00
Cambro Manufacturing	\$ 171,800.00	\$ 171,800.00
Associa	\$ 52,486.00	\$ 52,486.00
Wild Land Conservancy	\$ 13,645.00	\$ 13,645.00
Holiday Inn Express & Suites	\$ 28,695.00	\$ 28,695.00
Nuview Union School District	\$ 106,786.00	\$ 106,786.00
ConAm Mgmt. Corp	\$ 6,850.00	\$ 6,850.00
ConAm Mgmt. Corp	\$ 7,500.00	\$ 7,500.00
Marocco Motorsports	\$ 83,600.00	\$ 83,600.00
Graziadio Enterprise	\$ 47,505.00	\$ 47,505.00



Spectrum Realty	\$ 65,148.00	\$ 65,148.00
Condominium Management Services	\$ 3,850.00	\$ 3,850.00
Rancho California Water District	\$ 38,360.00	\$ 38,360.00
	\$ 13,946,895.30	\$ 6,940,343.52



**ARTICLE 3. LIST OF COMPLETED PROJECTS – LAST THREE YEARS**

[\*\*Duplicate Page if needed for listing additional completed projects.\*\*]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work
**See attached Exhibit	"C"		



7:32 AM

07/28/23

# NPG, Inc. 3 Years Completed Project (75k^) July 1, 2020 through July 28, 2023

Name	Memo	Date	Amount
Jul 1, '20 - Jul 28, 23			
A. McKibbin & Co.20394 ~ (EP) Glenwood Springs HOA	20349 ~ PROGRESS BILLING ON ASPHALT AND CO #1	01/06/2021	100,950.00
A. McKibbin & Co.21364 ~ (EP) Las Palmas HOA	21364 ~ 75% Asphalt, 75% Stripe, OPT 1 & CO #1	03/28/2022	157,604.25
A. McKibbin & Co.21364 ~ (EP) Las Palmas HOA	21364 ~ 25% Asphalt & CO NO. 2	04/13/2022	118,293.25
A.R.K. Management21462 ~ (EP) Wintergardens Terrace HOA	21462   PROGRESS BILLING ON ASPHALT PLUS CO 2 & CO 3	05/24/2022	516,827.00
Abraham Contreras20360 ~ (JO) 611 W. Florida Ave	20360 ~ REVISED**Asphalt, HCF, Seal & Stripe**611 W. Florida Ave, Hemet, CA 92543	12/10/2020	85,496.00
Action Property Management20210 ~ (DA) Oak Valley II	20210 ~ REVISED ~ SEAL COAT, STRIPING** Oak Valley II, 37010 Amateur Way, Beaumont, CA 92223 *	10/07/2020	76,430.00
ADESA:20264 ~ (DA) 11625 Nino Way	20264 ~ SEAL COAT, STRIPING **ADESA,11625 Nino Way, Mira Loma, CA 91752	09/03/2020	98,810.00
Alan Tobey:23033 ~ (ST) El Monte Truckyard	23033 ~ New Construction & Asphalt Services **El Monte Truckyard, 3353 Gilman Rd, El Monte, CA 9...	02/17/2023	108,550.00
Allied Steel Company:23086 ~ (EP) Allied Steel Company	23086 ~REVISED~ Concrete & Asphalt Services **1207 Palmyrita Ave. Riverside, CA 92507**	04/17/2023	83,450.00
Associa Equity Management21336 ~ (NT) Casa Murieta Estates	21336 ~ Progress- Asphalt, Opt. 1 & 2	12/06/2021	145,756.00
Associa N.N. Jaeschke, Inc.22210 ~ (ST) Ridgegate	22210   PROGRESS BILLING ON PCC PREP & ASPHALT + CO2	10/31/2022	340,115.00
Associa N.N. Jaeschke, Inc.22210 ~ (ST) Ridgegate	22253   PROGRESS BILLING ON ASPHALT PORTION + CO1	11/22/2022	105,075.00
Association Management Group, Inc.22363 ~ (FO) Sea Cliff HOA	22171   Progress Billing Asphalt, Concrete, CO 1 & CO 2	11/15/2022	95,321.00
Buckhead Cactus Commerce, LLC:22171 ~ (MA) Cactus Commerce...	22145   AC	07/12/2022	405,916.50
Cambro Manufacturing Company:22145 ~ (MS) 5801 Skylab Road	22183   PROGRESS BILLING 2/5 ASPHALT	08/02/2022	137,300.00
Canyon Sands HOA:22183 ~ (EP) Canyon Sands HOA	22183   FINAL PHASE OF ASPHALT + CO1	08/31/2022	143,960.00
Canyon Sands HOA:22183 ~ (EP) Canyon Sands HOA	23011   100% BILLING	09/22/2022	222,780.00
CBRE:23011 ~ (JC) Iowa Avenue	23182 ~ Asphalt Services **800 Iowa Ave, Riverside, CA 92507**	02/13/2023	104,685.00
CBRE:23182 ~ (JC) Rust Oleum Truck Lot	23237   PAY APPLICATION #1	05/30/2023	242,360.00
City of Corona 1:22327 ~ (LT) Cresta Verde Park PO #P22741	22393   Pay Application 1 (through 01-31-2023)	12/19/2022	123,782.07
City of La Puente:22393 ~ (LT) Community Parking Lot	22393   Pay Application 2 (through 02-16-2023)	02/01/2023	145,274.95
City of La Puente:22393 ~ (LT) Community Parking Lot	23057 ~ Progress Billing on Asphalt Portion	02/20/2023	81,729.66
City of Lake Elsinore:20357 ~ (LT) Nichols Road to Bridge	21001F ~ 100% Billing	03/25/2021	96,976.00
City of Lake Elsinore:21001 ~ (JMN) Open Contract 2021:21001 F ~ ...	21001 ~ EARLY BILLING AGAINST THE CITY FISCAL YR 20-21	04/13/2021	107,909.88
City of Lake Elsinore:21001 ~ (JMN) Open Contract 2021:21001 I ~ ...	21001 ~ (#1) Progress Billing on Asphalt Portion	09/10/2021	160,223.00
City of Lake Elsinore:21001 ~ (JMN) Open Contract 2021:21001 L ~ ...	21001Q ~ Asphalt Repairs **Lake Elsinore Maintenance Yard, 521 Langstaff Ave., Lake Elsinore, CA, ...	06/14/2021	157,111.00
City of Lake Elsinore:21001 ~ (JMN) Open Contract 2021:21001 O ~ ...	21001U ~ Progress - concrete	06/14/2021	153,087.75
City of Lake Elsinore:21001 ~ (JMN) Open Contract 2021:21001 U ~ ...	21001U ~ Final - Asphalt	12/06/2021	156,028.00
City of Lake Elsinore:21381 ~ (LT) Open Contract 2021:21381 A ~ (L...	21381A ~ Asphalt, Striping, Wheel Stop & CO 2	01/07/2022	136,432.00
City of Lake Elsinore:21381 ~ (LT) Open Contract 2021:21381 B ~ (L...	21381B~ FINAL - Concrete & Asphalt Overlay & Striping	01/25/2022	81,204.00
City of Lake Elsinore:21381 ~ (LT) Open Contract 2021:21381 I ~ (L...	21381 I ~ Progress - Asphalt Paving	02/11/2022	80,030.00
City of Lake Elsinore:22002 ~ (LT) Open Contract (6-30-23):22002 E ...	22002E   FINAL BILLING	12/22/2021	126,880.00
City of Lake Elsinore:22002 ~ (LT) Open Contract (6-30-23):22002 L ...	22002L   Billed for their 21/22 Fiscal year-end	08/09/2022	94,968.55
City of Lake Elsinore:22002 ~ (LT) Open Contract (6-30-23):22002 M ...	22002M   PROGRESS BILLING ON AC	06/30/2022	163,777.00
City of Lake Elsinore:22002 ~ (LT) Open Contract (6-30-23):22002 O ...	22002O ~ Asphalt Repair & Berm "Machado St. between Lakeshore Dr. & Lash St. Lake Elsinore, CA"	08/09/2022	286,711.99
City of Lake Elsinore:22002 ~ (LT) Open Contract (6-30-23):22002 U ...	22002 U   100% + CO 1 & CO 2	09/15/2022	89,774.00
City of Lake Elsinore:23003 ~ (LT) Open Contract (6-30-23):23003 B ...	23003B   FINAL BILLING + ADDITIONAL AC BERM PER JO	12/19/2022	169,024.00
City of Perris:23113 ~ (LT) Various Locations City Wide	23113 ~REVISED~ Asphalt & Striping Services **Various Locations City Wide, Perris, CA 92570	04/24/2023	99,036.90
City of San Marcos 1:20110 ~ (LT) Sycamore Drive Emergency	20110 ~ Road Erosion Retrofit "1855 Sycamore Dr, San Marcos, CA"	05/04/2023	116,698.00
City of Temecula:20329 ~ (JMN) On-Call (Exp. 6/30/24):20329 D ~ (...)	20329D ~ ~REVISEDX3~ Asphalt Repairs **Ynez Rd SB Lane, 120' N/O Preece Lane & 100' S/O Quiet Mea...	07/10/2020	118,221.80
City of Temecula:21003 ~ (JMN) Open Contract 2021 (6/30/24):2100...	21003A ~ Asphalt Repairs ** Margarita Rd Southbound at Winchester, From Bridge to Winchester Rd, ...	02/11/2021	128,035.00
City of Temecula:22004 ~ (LT) Open Contract (Exp. 6/30/24):22004 A ...	22004A ~ Asphalt Repair & Striping	02/26/2021	108,065.00
City of Temecula:22004 ~ (LT) Open Contract (Exp. 6/30/24):22004 U ...	22004C~REVISEDX2~ Asphalt Repairs & Slurry Seal **Ynez Rd To Rancho Vista Rd, Temecula, CA 92590	03/04/2022	304,105.00
City of Temecula:22004 ~ (LT) Open Contract (Exp. 6/30/24):22004 U ...	22004D ~ Asphalt Repairs & Tree Root Removal "15 Locations, Temecula, CA 92591"	08/25/2022	238,244.00
City of Temecula:22004 ~ (LT) Open Contract (Exp. 6/30/24):22004F ...	22004F ~ Asphalt Repairs & Striping "Pauba Road Between West Village Allman & Library, Temecula, ...	08/19/2022	84,880.00
CMS Management:21173 ~ (JC) Mountain Villas	21173 ~ REVISED~ R&P Asphalt, Striping "Mountain Villas, 1219 Crestwood Dr., Upland, CA 91786 *	09/19/2022	137,010.00
Condominium Management Services:21068 ~ (EP) Sierra Village	21068 ~ (#1) Progress billing on PCC, CO 1 & 50% of AC	08/20/2021	154,805.00
Condominium Management Services:21068 ~ (EP) Sierra Village	21068 ~ (#2) Final Billing on 50% of Asphalt Portion	05/05/2021	127,800.00
Condominium Management Services:21442 ~ (EP) Upland Knolls H...	21442 ~ 50%	05/13/2021	112,500.00
Condominium Management Services:22292 ~ (JC) Mountain Villas H...	22292   PROGRESS BILLING ON ASPHALT PORTION	05/13/2022	130,102.00
Core Property Management:21414 ~ (JC) Benedict & Hillcrest Industr	21414 PROGRESS~Concrete, Opt. 1 & 2, CO 1 & 2	10/31/2022	108,810.00
Core Property Management:21414 ~ (JC) Benedict & Hillcrest Industr	21414 ~Final - Asphalt, Striping & Opt. 3	02/21/2022	112,560.74
CTG Construction:22309 ~ (LT) Riverside Sheriff Department	22309 ~ Base Bid + CO 2	03/04/2022	211,064.00
Cushman & Wakefield:22125 ~ (LT) AO Parking Lot Project	22125   PROGRESS BILLING ON ASPHALT	10/20/2022	76,187.00
Department of Motor Vehicles:22371 ~ (LT) Compton DMV	22371   100%	06/02/2022	604,009.20
Department of Parks & Recreation:22133 ~ (LT) Green Valley Falls ...	22133   95% Billing	04/11/2023	85,801.00
Department of Parks and Rec - Lake Perris:21088 ~ (LT) Parking Lot 9	21088 ~ Parking Lot 9 ~ 17801 Lake Perris Dr.	06/20/2022	148,041.35
Desert Management:21294 ~ (EP) Canyon Sands HOA	21294 ~ PROGRESS - CO 1, Concrete & Asphalt	08/27/2021	128,995.00
Desert Resort Management - An Associa Co.:20224 ~ (EP) Mountain...	20224 ~ First draw 75%	11/19/2021	367,380.00
DMP Properties:21348 ~ (JC) Hillcrest Park Center	21346 ~ Final - Asphalt Services	08/21/2020	95,237.25
DMP Properties:22053 ~ (JC) Mesa 5	22053 ~ Asphalt, CO1 & Striping	12/03/2021	77,685.00
DMP Properties:22251 ~ (JC) 17th Street Retail	22251   BASE + CO 2 & CO 3	03/11/2022	146,815.00
DMP Properties:22275 ~ (JC) Mountain Green Center	22275   100%, CO1 & CO2	10/12/2022	84,114.00
Electrolux:22426 ~ (JC) CCC IV Bldg. 7	22426   PROGRESS BILLING ON ASPHALT PORTION	09/29/2022	179,550.00
Elite Management:22083 ~ (LT) Motor Car Parkway	22083   Progress billing 50% of Main Contract & 100% CO #1	01/20/2023	191,980.00
Elite Management:22083 ~ (LT) Motor Car Parkway	22083   Final billing 50% of Main Contract & 100% CO #2	05/18/2022	236,831.50
Equity Management - An Associa Co.:21274 ~ (PO) Shady Grove HOA	21274~ Asphalt	06/07/2022	131,929.50
Graziadio Family Development (Commerce):19508 ~ (PO) El Paseo ...	19508 ~ Trash Enclosure & Side Walk"El Paseo Marketplace"73601 Hwy 111 Palm Desert, CA 92260*	01/31/2022	191,530.00
Graziadio Family Development (Commerce):19561 ~ (PO) 73601 Hwy...	19561 ~ Billing #3 (June 2021)	09/11/2021	81,126.66
Graziadio Family Development (Commerce):19561 ~ (PO) 73601 Hwy...	19561 ~ R&R Concrete & Asphalt"El Paseo Marketplace"73601 Hwy 111 Palm Desert, CA 92260*	07/01/2021	106,743.10
Graziadio Family Development (Commerce):19561 ~ (PO) 73601 Hwy...	19561 ~ FINAL BILLING	09/11/2021	128,544.31
Greer Ranch Community Association:20304 ~ (PO) Greer Ranch Co...	20304 ~ Progress billing on concrete and asphalt portion	11/09/2021	200,187.54
Greer Ranch Community Association:20304 ~ (PO) Greer Ranch Co...	20304 ~ Progress Billing	11/06/2020	139,465.00
Hudson Management Services Inc.:23006 ~ (ST) Madison Lane	23006   PROGRESS BILLING ON AC PORTION	04/28/2021	220,508.80
Kampgrounds Enterprises Inc.:21247 ~ (MA) Vail Lake RV Resort M...	21247 ~ Asphalt Services	04/06/2023	319,779.00
Kampgrounds Enterprises Inc.:22349 ~ (MA) Circle Pines KOA	22349~REVISED~ Asphalt Services **1000 Circle Pines Road, Williams AZ, 86046*	11/10/2021	437,712.00
Kampgrounds Enterprises Inc.:23127 ~ (MA) Vail Lake	23127 ~ Asphalt Services **38000 CA-78, Temecula, CA 92592**	10/31/2022	167,400.00
Keystone Pacific Property Management:20221 ~ (JC) Terracina At R...	20221 ~ Progress Billing on AC + CO1 & CO 2	05/12/2023	170,423.70
KPC Development Group, Inc.:22161 ~ (LT) KPC Towne Center	22161   100% AC & 80% of SS + CO 2	10/21/2020	144,424.00
La Serena HOA:21457 ~ (MA) Driveway Repairs	21457 ~ Asphalt Services * La Serena Way & Via Halcón Temecula, CA 92592*	06/10/2022	112,896.25
Majestic Management, Inc.:21089 ~ (JC) Staples, CCC IV Bldg #6	21089 ~ (#1) Progress billing on asphalt portion	06/27/2022	135,330.00
Majestic Management, Inc.:22103 ~ (JC) 13191 Crossroads Pkwy	22103   AC 100%	07/20/2021	262,997.00
Marriot Vacation Club:21301 ~ (MA) Desert Springs Villas	21301 ~Progress Billing No. 1	05/31/2022	82,950.00
Marriot Vacation Club:21301 ~ (MA) Desert Springs Villas	21301 ~Progress Billing No. 2	10/29/2021	91,750.00
Marriot Vacation Club:21301 ~ (MA) Desert Springs Villas	21301 ~Progress Billing No. 3	10/29/2021	91,750.00
Martin Associates Brokerage:20353 ~ (MA) 1690 West 6th Street	20353 ~ Progress Billing on PCC/AC	10/29/2021	91,750.00
Menifee Union School District:21399 ~ (MA) Open Contract:21399 B ...	21399B ~Asphalt & Striping Services	11/16/2020	116,750.00
Menifee Union School District:22007 ~ (MA) Open Contract(Exp. 10...	22007B ~ Asphalt & Striping Services	01/05/2022	248,249.04
Menifee Union School District:22007 ~ (MA) Open Contract(Exp. 10...	22007L   PROGRESS BILLING AC, PCC & CO 1	04/21/2022	664,534.21
Moss Construction Managers:20209 ~ Moss 2020:A (MA) ~ San On...	20209-A ~ Pay Application #1 - August	08/09/2022	110,798.50
Moss Construction Managers:21017 ~ (MA) Camp Pendleton 2021...	21017 A ~ Crack Seal, Seal & Stripe"Harborview Neighborhood" Mitchell St. and Cotto St. Oceanside...	08/31/2020	163,110.60
Moss Construction Managers:21017 ~ (MA) Camp Pendleton 2021...	21017 B ~ Asphalt, Seal & Stripe "San Mateo Point Casey Street, San Clemente, CA"	04/30/2021	117,450.00
Moss Construction Managers:21017 ~ (MA) Camp Pendleton 2021...	21017E ~ Pay Application #1 (90% Billing)	11/10/2021	125,235.00
Moss Construction Managers:21251 ~ (MA) 29 Palms 2021:21251 ...	21251B ~ AIA Billing on Moss Pay App No #1	10/19/2021	79,884.00
Moss Construction Managers:21251 ~ (MA) 29 Palms 2021:21251 ...	21251B ~ Progress # 2 Asphalt, Seal & Stripe "Rainbow Canyon, Twentynine Palms, CA"	05/11/2022	147,285.00
Moss Construction Managers:21251 ~ (MA) 29 Palms 2021:21251 ...	21251B ~ Asphalt, Seal & Stripe "Rainbow Canyon, Twentynine Palms, CA"	09/16/2021	88,028.86
Moss Construction Managers:22067 ~ (MA) 2022 Camp Pendleton...	22067B   Pay Application #1 90% Textura Invoice#01-13021012001	10/19/2021	274,551.32
Moss Construction Managers:22067 ~ (MA) 2022 Camp Pendleton...	22067D ~ Pay Application 1 (90%)	11/02/2021	172,080.50
Moss Construction Managers:22185 ~ (MA) 2022 Twentynine Palm...	22185 A   Pay Application #1 (90%)	05/19/2022	167,131.44
Moss Construction Managers:23187 ~ (MA) 2023 Camp Pendleton...	23187A   Pay Application #1 through July 2023	05/11/2022	104,296.86
Murieta Valley Unified School District:23134 ~ (MS) Vista Murieta HS	23134   Pay Application #1	08/18/2022	209,308.50
National Community Renaissance:20334 ~ (PO) Various Locations	20334 ~ (#2) June Billing	07/17/2023	197,604.00
National Community Renaissance:20334 ~ (PO) Various Locations	20334 ~ (#3) July Billing	06/19/2023	172,771.75
NFI Industries:21156 ~ (JC) 15704-15710 Mountain Ave	21156 ~ Billing #1 (Asphalt Portion)	06/28/2021	91,765.02
Nissola Contracting International, LLC:23072 ~ (MA) San Bern. Fuel...	23072   AIA BILLING (APRIL 2023)	08/05/2021	96,028.00
Nuvium Union School District:21196 ~ (LT) Nuvium ES	21196 ~ SUMMITTED EARLY BILL AGAINST THEIR FISCAL YEAR END	05/24/2021	123,650.00
Nuvium Union School District:23264 ~ (LT) Nuvium Bridge High School	23264   PROGRESS BILLING ON CONCRETE & ASPHALT PORTION	04/30/2023	599,798.70
Ontario-Monclair School District:21178 ~ (MA)Asphalt Repairs Vario...	21178 ~ Pay Application #1	07/22/2021	92,122.00
Pacific West Development:19286 ~ (MA) Temecula Village Apartments	19286 ~ Pay Application #3 + (CO#5)	07/24/2023	76,779.13
Pacific West Development:20127 ~ CLOSED Ocean Hills II	20127 ~ Pay Application #1 (August 15th)	07/20/2021	75,125.05
		07/15/2020	106,588.44
		08/15/2020	101,098.31





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07/28/23

**NPG, Inc.**  
**3 Years Completed Project (75k^)**

July 1, 2020 through July 28, 2023

Name	Memo	Date	Amount
Palm Valley Country Club:23138 ~ (MA) Palm Valley HOA	23138   PROGRESS BILLING ON ASPHALT PORTION	05/22/2023	235,394.00
Park Management Inc.:20291 ~ (DA) Coachella Mobile Home Park	20291 ~ 100%	12/31/2020	153,003.00
Park Management Inc.:21004 ~ (DA) Bit-O-Home Mobile Home Park	21004 ~ Progress billing on AC + CO 1	02/09/2021	131,738.00
Park Management Inc.:21005 ~ (DA) Liberty Mobile Home Park	21005 ~ 68% of Asphalt and CO 2, CO 3 (100%)	03/08/2021	187,217.76
Pechanga Indian Reservation:22229 ~ (ST) Journey Parking Area	22229-REVISED- Asphalt & Striping Services *Journey Parking Area 45000 Pechanga Pkwy Temecula, C...	10/19/2022	261,285.00
Pomona USD:21180 ~ (LT) Westmont ES	21180 (Westmont ES)	07/15/2021	105,885.20
Pomona USD:21181 ~ (LT) Alcott ES	21181 (Alcott ES)	07/15/2021	154,734.00
Pomona USD:21182 ~ (LT) Allison ES	21182 (Allison ES)	07/15/2021	146,351.00
Pomona USD:21183 ~ (LT) Barfield ES	21183 (Barfield ES)	07/15/2021	123,784.00
Pomona USD:21184 ~ (LT) San Antonio ES	21184 (San Antonio ES)	07/15/2021	110,377.00
Pomona USD:22104 ~ (MS) Kellogg ES	22104 ~ Pomona USD (Kellogg ES, 610 Medina St., Pomona, CA 91768)	07/25/2022	76,336.00
Portofino Cove Apartments:22174 ~ (EP) 801 N. Loara Street	22174   Phase 1 + CO 1 & CO 2	08/05/2022	190,003.84
Portofino Cove Apartments:22174 ~ (EP) 801 N. Loara Street	22174   PROGRESS BILLING ON REMAINING OF AC, CO 3 + CO 4	08/30/2022	203,141.36
Premier Commercial Brokerage:22345 ~ (JC) Sunfire Way Center	22345   PROGRESS BILLING ON ASPHALT PORTION	03/10/2023	84,416.25
Premier Commercial Brokerage:23198 ~ (JC) Ontario Village Center	23198   PROGRESS BILLING ON ASPHALT PORTION	07/26/2023	326,900.00
ProLogis:20161 ~ (MA) South Bay IC 33	20161 ~ Asphalt Repairs & Striping *South Bay IC 33 515 West Apra Street, Compton, CA*	08/22/2020	87,290.00
PS Business Parks:20382 ~ (MA) 6911 8th Street	20382-REVISED-X2- CONCRETE, SEAL COAT, STRIPING **Buena Park Industrial Center, 6911 8th Street, Bu...	09/09/2020	101,534.00
Rabine Paving America, LLC:21257 ~ (MA) Lowes Distribution Center	21257 ~ Concrete & Asphalt Repairs	11/23/2020	94,500.00
Rabine Paving America, LLC:21258 ~ (MA) Lowe's Moreno Valley	21258 ~ BILLED IN FULL PER CLIENT	12/01/2021	332,167.00
Rancho California Water:21379 ~ (JMN) Emergency Repair	21379 ~ RCWVD   Emergency Repair, Calle Olvera St & Calle Madero, Temecula	08/19/2021	121,914.00
RTA:21444 ~ (LT) 1825 Third Street	21444 ~ Asphalt, Seal & Stripe	10/31/2021	85,365.51
San Jacinto USD:21002 ~ (JMN) Open PO 2021:21002 E ~ (LT) Dist...	21002E ~ Pay Application #1	03/02/2022	95,280.31
San Jacinto USD:21002 ~ (JMN) Open PO 2021:21002 Q ~ (LT) Hya...	21002Q ~ Hyatt Elem 95% AIA	08/30/2021	300,765.58
San Jacinto USD:21002 ~ (JMN) Open PO 2021:21002 U ~ (LT) Me...	21002U   Pay Application #1 (95%)	09/17/2021	81,689.55
San Jacinto USD:21002 ~ (JMN) Open PO 2021:21002 W ~ (LT) Le...	21002W   Pay Application #1 less meter boxes	06/13/2022	147,053.35
San Jacinto USD:22030 ~ (LT) Open Contract (8/30/2022):22030 I ~...	22030 I   Pay Application #1 (AC & 50% STRIPE)	05/30/2022	100,025.50
San Jacinto USD:22030 ~ (LT) Open Contract (8/30/2022):22030 J ~...	22030 J   PAY APP #3	01/04/2023	192,726.31
San Jacinto USD:23002 ~ (LT) Open Contract (12/30/2023):23002 G...	23002G   Pay Application #1	04/18/2023	75,183.00
Seabreeze Management:22064 ~ (ST) Del Webb Rancho Mirage	22064   Progress billing as of 06/13/2022	07/01/2023	76,355.86
Sierra Alumnium:21272 ~ (NT) Sierra Alumnium	21272 ~ Concrete Repairs, Striping and all CCs	06/13/2022	97,377.60
Sky Mesa Home Owners Association:22306 ~ (LT) 31936 Via Del Se...	22306 ~ Asphalt Services ** 31930 Via Del Senor, Homeland, CA 92548*	12/29/2021	153,187.00
Solera Oak Valley Green:22391 ~ (PO) Solera Oak Valley Clubhouse	22391   PROGRESS BILLING ON ASPHALT PLUS CO 1 & 2 PORTION	12/01/2022	212,400.00
St. Johns Lutheran Ministries:22217 ~ (ST) St. Johns Lutheran Minist...	22217   PROGRESS BILLING ON AC	02/22/2023	360,740.00
State of Ca Department of Parks & Rec:21029 ~ (LT) Lake Silverwood	21029 ~ PW Bid**CA Parks, Lake Silverwood	08/31/2022	107,989.00
Summit Equipment Rentals:21302 ~ (JO) Summit Equipment Rentals	21302 ~ Summit Equipment Rentals, 26105 Sherman Rd, Romoland, CA 92585	06/01/2021	152,980.00
Summit Equipment Rentals:22396 ~ (JO) Westminster Ave	22396 ~ REVISED- Asphalt, Seal & Stripe *3215 Westminster Ave, Santa Ana, CA*	10/14/2021	208,477.00
Thatcher Engineering & Associates:21120 ~ (PO) Solera Oak Valley ...	21120 ~ STRIPING ** Solera Oak Valley Greens, 1615 Fairway Dr, Beaumont, CA 92223 **	12/19/2022	98,754.00
The Management Trust:22135 ~ (EP) Harbor Village HOA	22135   Progress billing on PCC + CO 1	06/11/2021	85,232.00
The Management Trust:22156 ~ (MA) Brea Central	22156   Progress billing on Asphalt Portion	09/22/2022	82,478.00
U-Line:22397 ~ (JC) Building C-1 Truckyard	22397   100%	10/03/2022	77,683.50
Val Verde Unified School District:23079 ~ (LT) Manuel L. Real ES	23079   BASE BID + CO 1	06/30/2022	133,980.00
Val Verde Unified School District:23080 ~ (LT) Avalon ES	23080   100%	12/15/2022	258,000.00
Val Verde Unified School District:23082 ~ (LT) Rainbow Ridge Eleme...	23082-REVISED- Asphalt, Seal & Stripe *Rainbow Ridge ES 15950 Indian Ave, Moreno Valley, CA*	04/10/2023	103,788.00
Val Verde Unified School District:23088 ~ (LT) Rancho Verde HS	23088   PROGRESS BILLING ON ASPHALT PORTION	06/21/2023	91,776.00
Val Verde Unified School District:23089 ~ (LT) May Ranch ES	23089   PROGRESS BILLING ON ASPHALT PORTION	04/17/2023	96,380.00
Val Verde Unified School District:23089 ~ (LT) May Ranch ES	23089   FINAL BILLING ON SEAL & STRIPE PORTION	04/11/2023	149,992.50
Val Verde Unified School District:23091 ~ (LT) Lakeside MS	23091   PROGRESS BILLING ON AC PORTION	06/13/2023	77,353.50
Val Verde Unified School District:23093 ~ (LT) Lasselle ES	23093   FINAL BILLING ON SEAL & STRIPE PORTION & CO1	07/20/2023	88,900.50
Val Verde Unified School District:23095 ~ (LT) March Middle School	23095   PROGRESS BILLING ON ASPHALT PORTION	07/24/2023	98,169.39
Val Verde Unified School District:23097 ~ (LT) Columbia ES	23097-REVISED- Asphalt, Crack, Seal & Stripe ** Columbia Elementary School, 21350 Rider Street...	07/12/2023	96,679.82
Val Verde Unified School District:23099 A/B ~ Orange Vista HS:2309...	23099 A ~ REVISED- Remove & Replace Asphalt **Orange Vista High School, 1400 Orange Ave, Perris...	06/22/2023	137,732.00
Val Verde Unified School District:23099 A/B ~ Orange Vista HS:2309...	23099 B ~ REVISED-Crack, Seal & Stripe **Orange Vista High School, 1400 Orange Ave, Perris, CA 92...	07/01/2023	85,514.00
Vertex Sarah Way Association Inc.:23010 ~ (EP) Sarah Way Sinkhol...	23010 ~ Asphalt Services **42180 Sarah Way, Temecula, CA 92590**	07/07/2023	199,889.00
Vincor Construction Inc.:21343 ~ (LT) Ben Clark Training Center	21343 ~ Progress - Asphalt Pulverization	01/16/2023	199,889.00
Vintage Management Consultants:20211 ~ (PO) Lark Ellen Village H...	20211 ~ Final Billing	01/16/2023	96,000.00
Walters Management:21261 ~ (EP) Lakeview Estates HOA	21261 ~ Asphalt, CO1 & CO2	11/08/2021	96,900.00
Walters Management:22093 ~ (EP) Lakeview Estates HOA	22093   Progress billing 50% of AC	08/03/2021	87,365.20
Walters Management:22093 ~ (EP) Lakeview Estates HOA	22093   Final billing 50% of AC	10/05/2021	269,461.21
West Association Management:20269 ~ (JC) Mountain View at Missi...	20269-REVISED-SEAL COAT,STRIPING ** Mountain View at Mission Lakes,9600 Silver Star Ave, Desert...	08/13/2022	130,116.50
West Association Management:20311 ~ (JC) Mountain Gate HOA	20311 ~ Final Billing	06/21/2022	130,116.50
Westminster Manor:21357 ~ (EP) Westminster Manor	21357-PROGRESS NO. 2 - Asphalt & Stripe	11/18/2020	105,547.00
Wheeler Steffen Property Management:20404 ~ (EP) Lynwood Gree...	20404 ~ Phase I & II	10/28/2020	102,250.00
Wheeler Steffen Property Management:20404 ~ (EP) Lynwood Gree...	20404 ~ FINAL BILLING + CO2	03/11/2022	93,450.00
Wheeler Steffen Property Management:22065 ~ (EP) Lynwood Gree...	22065 ~ Progress - Asphalt, 50% striping & Opt. 1	01/21/2021	239,791.66
Whitestar Property Management:22294 ~ (PO) Sands & Shadows H...	22294   PROGRESS BILLING ON AC	02/26/2021	126,906.34
WSR Sales & Management:22095 ~ (EP) Coronado Riverwalk HOA	22095   Progress billing on AC, CO 1 & CO 2	05/03/2022	200,977.00
WSR Sales & Management:22095 ~ (EP) Coronado Riverwalk HOA	22095   FINAL BILLING	10/12/2022	147,925.00
		07/18/2022	146,052.00
		08/25/2022	85,146.00

Jul 1, '20 - Jul 28, 23



**ARTICLE 4. EXPERIENCE AND TECHNICAL QUALIFICATIONS  
QUESTIONNAIRE**

***Personnel:***

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity for FAMD/City.

1. List each person's job title, name and percent of time to be allocated to this project:

\_\_\_\_\_  
\*\*See attached Exhibit "D"  
\_\_\_\_\_  
\_\_\_\_\_

2. Summarize each person's specialized education:

\_\_\_\_\_  
\*\*See attached Exhibit "D"  
\_\_\_\_\_  
\_\_\_\_\_

3. List each person's years of construction experience relevant to the project:

\_\_\_\_\_  
\*\*See attached Exhibit "D"  
\_\_\_\_\_  
\_\_\_\_\_

4. Summarize such experience:

\_\_\_\_\_  
\*\*See attached Exhibit "D"  
\_\_\_\_\_  
\_\_\_\_\_

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the FAMD/City.

***Changes Occurring Since Prequalification***

If any substantive changes have occurred since Bidder submitted its prequalification package for this Project, Bidder shall list them below. If none are listed, Bidder certifies that no substantive changes have occurred.

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Additional Bidder's Statements:**

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

\*\*Per the directive provided at the Pre-Bid Conference on June 29, 2023, the existing utilities and/or manholes are not to be adjusted, thus, are excluded from the pricing provided on the bid schedule. Existing utilities and/or manholes are to be protected in place. In the event that CVWD and/or FAMD request utilities or manholes to be adjusted due to elevations, damaged or outdated conditions, adjustments will be offered for \$950.00 each. Line item 36, "Repairs to Dove and Quail Run Drainage," is excluded from the pricing provided on the bid schedule as it was declared as an optional item at the Pre-Bid Conference. No specifications were provided for seal coating. Bid pricing includes one coat of GoldCoat HP#310 seal coat material. Please refer to the attached specifications sheet(s).

**ARTICLE 5. VERIFICATION AND EXECUTION**

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder NPG, Inc.

Signature 

Name Jeffrey Nelson

Title President

Date 07/28/2023

SEE ATTACHED NOTARY





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**Key Personnel:**

NPG's Corporation expertise is in General Engineering. All work performed by our company will be completed with all of our late and new model equipment, offering you the latest in technology and meeting the highest standards in the industry. All of our equipment is owned outright, allowing us the capability to keep costs down without compromising your service.

**Jeff Nelson**

CEO

As CEO of NPG, Inc., Jeff has over 30 years of experience in the industry. He holds a Contractors License in the State of California (Class A – General Engineering, Class B- General Building, and Class C-12 – Earthwork and Paving). He is capable of completing any and all phases of your construction needs.

**Jeffrey Nelson**

PRESIDENT

Jeffrey has many years of experience in the asphalt and concrete industry and is capable of completing any and all phases of new construction, asphalt and concrete maintenance from the executive level.

**Mike Araiza**

VICE PRESIDENT

With over 30 years of experience in the asphalt industry. He can complete any asphalt project varying from a simple crackseal, seal coat & stripe to a full removal and replacement of the streets with ease. He can direct, manage all asphalt crews and make sure all work is completed in a safe, efficient and timely manner.

**Jay Ornelas**

SUPERINTENDENT

This employee has over 30 years of experience in the asphalt & concrete industry. He is capable of completing any and all phases of new construction, asphalt and concrete maintenance.

**Joe Rangel**

SUPERINTENDENT

This employee has over 10 years of experience in the asphalt maintenance industry. He is knowledgeable and capable of completing any and all phases of asphalt maintenance.





# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 )SS  
COUNTY OF Riverside )

On 07-28-2023 before me, Baylee Ann Canada, Notary Public, personally appeared

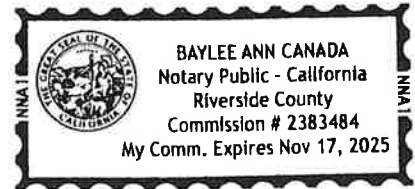
Jeffrey Nelson

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

  
Baylee Ann Canada \* Notary Public



This area for official notarial seal.

## OPTIONAL SECTION CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER(S) TITLE(S)  
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL  
☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER Manager

SIGNER IS REPRESENTING:

\_\_\_\_\_  
Name of Person or Entity

\_\_\_\_\_  
Name of Person or Entity

## OPTIONAL SECTION

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

**THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW**

TITLE OR TYPE OF DOCUMENT: Article 5

NUMBER OF PAGES N/A DATE OF DOCUMENT N/A

SIGNER(S) OTHER THAN NAMED ABOVE N/A



1.5 Non-Collusion Declaration

The undersigned declares:

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 07/28/2023 [date], at Perris [FAMD/City], California [state].

Name of Bidder NPG, Inc.

Signature 

Name Jeffrey Nelson

Title President

SEE ATTACHED NOTARY



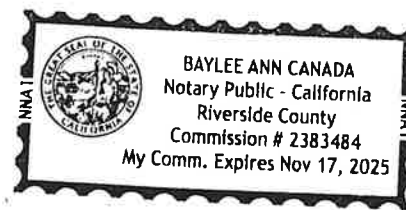
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

## Jeffrey Nelson

WITNESS my hand and official seal.

Signature

Baylee Ann Canada \* Notary Public



This area for official notarial seal.

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER Manager

SIGNER IS REPRESENTING:

Name of Person or Entity

Name of Person or Entity

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

**THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW**

TITLE OR TYPE OF DOCUMENT: **Non-Collusion Declaration**

NUMBER OF PAGES **N/A** DATE OF DOCUMENT **N/A**

SIGNER(S) OTHER THAN NAMED ABOVE **N/A**



1.6 Iran Contracting Act Certification.  
(Public Contract Code section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

☒ The Contractor is not:

(1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(2) a financial instruction that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The FAMD/City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the FAMD/City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

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

Printed Name: Jeffrey Nelson

Title: President

Firm Name: NPG, Inc.

Date: 07/28/2023

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.





1.7 Public Works Contractor Registration Certification

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.<sup>1</sup>

Name of Bidder: NPG, Inc.

DIR Registration Number: 1000002457

DIR Registration Expiration: 06/30/2025

Small Project Exemption:        Yes or ☒ No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder NPG, Inc.

Signature 

Name and Title Jeffrey Nelson, President


Dated 07/28/2023

<sup>1</sup> If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."



1.8 Contractor's Certificate Regarding Workers' Compensation.

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

Name of Bidder	<u>NPG, Inc.</u>
Signature	<u></u>
Name	<u>Jeffrey Nelson</u>
Title	<u>President</u>
Dated	<u>07/28/2023</u>





CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE



License Number **664779**

Entity **CORP**

Business Name **NPG INC**

Classification(s) **C12 B A**

Expiration Date **02/28/2025**

[www.cslb.ca.gov](http://www.cslb.ca.gov)







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/3/2023

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

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

<b>PRODUCER</b> Alliant Insurance Services, Inc. 18100 Von Karman Ave 10th Fl Irvine CA 92612  License#: 0C36861	<b>CONTACT NAME:</b> Soham Naik	<b>FAX (A/C, No):</b>	
	<b>PHONE (A/C, No, Ext):</b> 949-528-2891	<b>E-MAIL ADDRESS:</b> soham.naik@alliant.com	
<b>INSURED</b> NPG, Inc dba: Nelson Paving & Grading, Goldstar Asphalt Products P.O. Box 1515 Perris CA 92572	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A :</b> Executive Risk Indemnity Inc		35181
	<b>INSURER B :</b> Federal Insurance Company		20281
	<b>INSURER C :</b> Mt. Hawley Insurance Company		37974
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

## COVERAGES

CERTIFICATE NUMBER: 819755165

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
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			54310347	11/15/2022	11/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			54310346	11/15/2022	11/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			5671-7269	11/15/2022	11/15/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	54310348	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability			EGL0010178	11/15/2022	11/15/2023	Occurrence Aggregate \$2,000,000 \$2,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

For Information Purposes Only

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

*Philip S. Aguiar*

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## Contractor Information

**Legal Entity Name**

NPG INC

**Legal Entity Type**

Corporation

**Status**

Expired

**Registration Number**

1000002457

**Registration effective date**

5/1/2018

**Registration expiration date**

6/30/2019

**Mailing Address**

PO BOX 1515 PERRIS 92572 CA United States of...

**Physical Address**

1354 JET WAY PERRIS 92571 CA United States o...

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

CSLB:664779

## Registration History

Effective Date	Expiration Date
5/1/2018	6/30/2019
5/3/2017	6/30/2018
6/7/2016	6/30/2017
6/16/2015	6/30/2016
11/4/2014	6/30/2015
7/1/2019	6/30/2022
7/1/2022	6/30/2025

## Legal Entity Information

**Corporation Number:**

C1478066

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

JEFF S NELSON

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

SHARON NELSON

**Secretary Name:**

SHARON NELSON

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

SHARON NELSON

**Agent of Service Mailing Address:**

1354 JET WAY PERRIS 92571 CA United States of America

## Workers Compensation

Do you lease employees  
through Professional