AGREEMENT FOR SERVICES BETWEEN
THE CITY OF MENLO PARK AND INTERSTATE GRADING & PAVING, INC.

THIS CONSTRUCTION CONTRACT ("Contract") is made and entered into this 5/19/2020,
("Execution Date") by and between the CITY OF MENLO PARK, a California municipal corporation,
("City") and INTERSTATE GRADING & PAVING, INC. ("Contractor").

RECITALS

A. Contractor is a California Corporation duly organized and in good standing in the State of California,
License Number 366020. Contractor represents and warrants that it has the background and experience
set forth in the Contractor’s responses to the notice inviting bids.

B. Contractor represents that it is duly licensed by the State of California and has the background,
knowledge, experience and expertise to perform the obligations set forth in this Contract.

C. On February 6, 2020, the City issued a Notice to Contractors inviting bids for the Project. A copy of
the Contractor’s Bid proposal and List of Subcontractors is attached herein and incorporated by this
reference.

D. The City desires to retain Contractor as an independent contractor to provide the construction and
other services identified in this Contract for the Project upon the terms and conditions contained
herein.

AGREEMENT

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants
and conditions contained herein, the parties hereby agree as follows:

1. DEFINITIONS. Capitalized terms used throughout the Contract Documents shall have the
meanings set forth in this Contract and/or the Special Provisions. If there is a conflict between the
definitions in this Contract and the Special Provisions, the definitions in this Contract shall prevail.

2. PROJECT. The project is the construction of Santa Cruz & Middle Avenues Street Rehabilitation
("Project"). The work includes all labor, materials, equipment, services, permits, licenses and taxes,
and all other things necessary for Contractor to perform its obligations and complete the Project,
including, without limitation, any Change Orders executed by City and Contractor in accordance with
the requirements of the Contract Documents ("Work").

3. CONTRACT DOCUMENTS.

3.1 List of Documents. The Contract Documents (sometimes collectively referred to as “Agreement” or
"Bid Documents") consist of the following documents which are on file with the Public Works
Department and are hereby incorporated by reference.

1) Change Orders
2) Field Orders
3) Contract
4) Bidding Addenda
5) Special Provisions  
6) Project Plans and Drawings  
7) Technical Specifications  
8) City Standard Details  
9) State of California Department of Transportation Specifications, 2006 Edition (Cal Trans specifications)  
10) Notice to Contractors  
11) Contractor's Bid  
12 Bidder Certifications, Questionnaire and Statements  
13) Reports listed in the Contract Documents  
14) City of Menlo Park Waste Management Form, Waste Management Daily Transport Report  
15) City of Menlo Park Truck Route Map and Regulations  
16) Performance and Payment Bonds

3.2 Order of Precedence. For the purposes of construing, interpreting and resolving inconsistencies between and among the provisions of this Contract, the Contract Documents shall have the order of precedence as set forth in the preceding section. If a claimed inconsistency cannot be resolved through the order of precedence, the City shall have the sole power to decide which document or provision shall govern as may be in the best interests of the City.

4. PERMITS. Contractor, at its sole expense, shall obtain and maintain during the term of this Contract, all appropriate permits, licenses and certificates that may be required in connection with the performance of the Work, including, but not limited to, a City business license.

5. DEPARTMENT OF INDUSTRIAL RELATIONS. Contractor and any subcontractor performing Work on this Project shall be registered with the Department of Industrial Relations (“DIR”) pursuant to Labor Code Section 1725.5. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the DIR pursuant to Labor Code Section 1725.5, with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a). This Project is subject to compliance monitoring and enforcement by the DIR. It is the responsibility of the Contractor to ensure all DIR requirements and regulations are met and stay current. For more information see http://dir.ca.gov/Public-Works/SB854.html.

6. TERM. This Contract is effective on the Execution Date set forth in the initial paragraph of this Contract and shall remain in effect until the Project has been satisfactorily completed by Contractor, unless earlier terminated pursuant to the terms of this Contract.

7. TIME OF COMPLETION. Time is of the essence with respect to all time limits set forth in the Contract Documents. Contractor shall commence the Work on the date specified in the City’s Notice to Proceed. Contractor shall diligently prosecute the Work to Substantial Completion within 110 calendar days after the date specified in the City’s Notice to Proceed (“Contract Time”). The Contract Time may only be adjusted for extensions of time approved by the City and agreed to by Change Order executed by City and Contractor in accordance with the requirements of the Contract Documents.

8. COMPENSATION. The City agrees to compensate Contractor for its satisfactory completion of the Work in compliance with the Contract Documents for the not to exceed amount of one million, nine hundred thirteen thousand, five hundred ten dollars ($1,913,510) (“Contract Sum”). Payment shall be as set forth in the Plans, Special Provisions and/or Technical Specifications. The Contract Sum may only be adjusted by Change Orders issued, executed and satisfactorily performed by Contractor in accordance with the requirements of the Contract Documents. The Contract Sum shall be adjusted (upward or downward) only to account for Change Orders. The Contract Sum is and shall be full compensation for all Work performed by Contractor. The Contract Sum shall cover all losses arising out of the nature of the Work or from the elements or any unforeseen difficulties or obstructions which may arise or be encountered in performance of the Work until its Acceptance by the City, all risks connected with the Work and any and all expenses incurred due to the suspension or discontinuance of the Work.
9. STANDARD OF PERFORMANCE. As a material inducement to the City to enter into this Contract, Contractor hereby represents and warrants that it has the qualifications and experience necessary to undertake the Work to be provided and the Project to be completed pursuant to this Contract. Contractor agrees that the Work shall be performed by qualified, experienced and well-supervised personnel. The Work performed pursuant to this Contract shall be performed in a manner consistent with the standard of care under California law applicable to those who specialize in providing such services for projects of the type, scope and complexity of the Project.

10. COMPLIANCE WITH LAW. This Project constitutes a public work within the meaning of California Labor Code Section 1720 et. seq. and is subject to prevailing wage laws. The Work performed by Contractor pursuant to this Contract shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of the City, and any federal, state or local governmental agency having jurisdiction in effect at the time the work is rendered.

11. REPRESENTATIVE. Jay Enbom and Bruce Caron is hereby designated as the project manager/superintendent/foreman of Contractor authorized to act on its behalf with respect to the Work specified in this Contract. It is expressly understood that the experience, knowledge, capability and reputation of Interstate Grading & Paving, Inc. were a substantial inducement for City to enter into this Contract. Therefore, Jay Enbom and Bruce Caron shall be responsible during the term of this Contract for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. The representative may not be changed by Contractor without the express written approval of the City.

12. LIQUIDATED DAMAGES.

12.1 Entitlement. City and Contractor acknowledge and agree that if Contractor fails to fully and satisfactorily complete the Work within the Contract Time, the City will suffer, as a result of Contractor’s failure, substantial damages which are both extremely difficult and impracticable to ascertain. Such damages may include, but are not limited to: (a) loss of public confidence in the City and its contractors; (b) loss of public use of public facilities; and (c) extended disruption to public.

12.2 Daily Amount. City and Contractor have reasonably endeavored, but failed, to ascertain the actual damage that the City will incur if the Contractor fails to achieve Substantial Completion of the Work within the Contract Time. Therefore, the parties agree that in addition to all other damages to which the City may be entitled other than delay damages, in the event the Contractor shall fail to achieve Substantial Completion of the Work within the Contract Time, Contractor shall pay City as liquidated damages the amount of Five Hundred Dollars ($500) per day for each calendar day after the expiration of the Contract Time until Contractor achieves Substantial Completion of the Work. The liquidated damages amount is not a penalty, but a reasonable estimate of the amount of damages the City will suffer.

12.3 Apportionment. Such liquidated damages shall be subject to reduction for delays for which Contractor is entitled to receive an extension of time under the Contract Documents (“Apportionment”). Such Apportionment shall not be affected by the fact that liquidated damages may not be applied for periods of time during which delays have occurred that are caused by both City and Contractor. It is agreed that the liquidated damages shall not be applied for portions of the Work completed prior to the expiration of the Contract Time.

12.4 Exclusive Remedy. City and Contractor acknowledge and agree that this Section 11, Liquidated Damages, shall be the City’s only remedy for delay damages caused by the Contractor’s failure to achieve Substantial Completion of the Work within the Contract Time.

12.5 Damages upon Abandonment. In the event that the Contractor either abandons the Work or is terminated for default in accordance with the provisions of this Contract, City shall have the right, in its sole discretion exercised by written notice issued either before or after Substantial Completion, to elect to either assert or waive its right to liquidated damages. If City elects to assert its right to
liquidated damages, then the liquidated damages shall be calculated from expiration of the Contract Time to the date that Substantial Completion of the Work is achieved by the City or its replacement contractor employed to complete Contractor’s performance. If City elects to waive its right to liquidated damages, then Contractor shall be liable to the City, in lieu of the liquidated damages, for all actual Losses (as defined in the General Conditions) proximately resulting from Contractor’s failure to complete the Work within the Contract Time.

12.6 Other Remedies. The parties further acknowledge and agree that the City is entitled to any and all available legal and equitable remedies City may have where City’s Losses are caused by any reason other than Contractor’s failure to achieve Substantial Completion of the Work within the Contract Time.

13. INDEPENDENT CONTRACTOR. Contractor is, and shall at all times remain as to the City, a wholly independent contractor and not an agent or employee of the City. Contractor shall receive no premium or enhanced pay for work normally understood as overtime, nor shall Contractor receive holiday pay, sick leave, administrative leave, or pay for any other time not actually worked. The intention of the parties is that Contractor shall not be eligible for benefits and shall receive no compensation from the City except as expressly set forth in this Contract. Contractor shall have no power to incur any debt, obligation, or liability on behalf of the City or otherwise act on behalf of the City as an agent. Neither the City, nor any of its agents shall have control over the conduct of Contractor, any of Contractor’s employees, or any subcontractors, except as set forth in this Contract. Contractor shall at no time, or in any manner, represent that it or any of its agents or employees or subcontractors are in any manner employees of the City. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Contract, and to indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by this Contract. Contractor shall fully comply with the worker’s compensation law regarding Contractor, Contractor’s employees and subconsultants. Contractor further agrees to indemnify and hold the City harmless from any failure of Contractor and any subconsultants to comply with applicable worker’s compensation laws.

14. CONFLICT OF INTEREST. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the work to be performed by Consultant under this Contract, or which would conflict in any manner with the performance of its services hereunder. Contractor further covenants that, in performance of this Contract, no person having any such interest shall be employed by it. Furthermore, Contractor shall avoid the appearance of having any interest which would conflict in any manner with the performance of the work pursuant to this Contract. Contractor agrees not to accept any employment during the term of this Contract which is or may make Contractor financially interested, as provided in California Government Code Sections 1090 and 87100, in any decision made by the City on any matter in connection with which Contractor has been retained pursuant to this Contract. However, nothing herein shall preclude Contractor from accepting other engagements with the City.

15. INDEMNIFICATION.

15.1 To the fullest extent permitted by law, Contractor shall indemnify, defend, with independent counsel approved by the City, and hold harmless the City, and its elective or appointive boards, officers, employees agents and volunteers (“Indemnitee”) from and against any and all claims, losses, or liability that may arise out of or result from damages to property or personal injury received by reason of, or in the course of work performed under this Contract due to the acts or omissions of Contractor or Contractor’s officers, employees, agents or subcontractors. The indemnification provisions survive completion of the Work or the termination of this Contract. The acceptance of such services shall not operate as a waiver of such right of indemnification. Notwithstanding the foregoing, nothing contained herein shall be construed as obligating Contractor to indemnify any Indemnitee for any claims, losses or liability resulting from the sole or active negligence or willful misconduct of the Indemnitee. Contractor shall pay City for any costs incurred in enforcing this provision.

15.2 The City does not and shall not waive any rights that they may possess against Contractor
because of the acceptance by the City or the deposit with the City of any insurance policy or certificate required pursuant to this Contract. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

15.3 Pursuant to Public Contract Code Section 9201, the City shall timely notify Contractor upon receipt of any third-party claim relating to the Contract.

16. ASSIGNABILITY. The parties agree that the experience and qualifications of Contractor as set forth in the Contractor’s Bid are material considerations for the City entering into this Contract. Consultant shall not assign or transfer any interest in this Contract, without the prior written consent of the City, and any attempt by Contractor to do so shall be void and of no effect and a breach of this Contract. For purposes of this section, the sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor or of any general partner or joint venturer or syndicate member of Contractor, if a partnership or joint venture or syndicate or co-tenancy exists, which shall result in changing the control of Contractor, shall be construed as an assignment of this Construction Contract. Control means more than fifty percent (50%) of the voting power of the corporation or other entity.

17. INSURANCE AND BOND REQUIREMENTS.

17.1 Prior to the commencement of any Work, the Contractor shall provide the City with evidence that it has obtained the insurance required by this Section and all bonds, including, but not limited to, payment and performance bonds, required in the Special Provisions. Failure to obtain and maintain the required insurance and bonds to so shall be deemed a material breach of this Contract.

17.2 Insurance Requirements. Contractor shall obtain the following insurance.

A. Worker’s Compensation and Employer’s Liability Insurance: The CONTRACTOR shall have in effect during the entire life of this Contract workers’ compensation and Employer’s Liability Insurance providing full statutory coverage. In signing this Contract, the CONTRACTOR makes the following certification, required by Section 18161 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

B. Commercial General Liability Insurance: The CONTRACTOR shall take out and maintain during the life of this Contract such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this Contract from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the CONTRACTOR’s operations under this Contract, whether such operations be by CONTRACTOR or by any sub-consultant or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than two million dollars ($2,000,000) per occurrence and four million dollars ($4,000,000) in aggregate, or four million dollars ($4,000,000) combined single limit bodily injury and property damage for each occurrence. CONTRACTOR shall provide the City with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions.

C. Automobile Liability Insurance: CONTRACTOR shall maintain Automobile Liability Insurance pursuant to this Contract in an amount of not less than one million dollars ($1,000,000) for each accident combined single limit or not less than one million dollars ($1,000,000) for any one (1) person, and one million dollars ($1,000,000) for any one (1) accident, and Three Hundred Thousand Dollars, ($300,000) property damage.

17.3 CITY and its subsidiary agencies, and their officers, agents, employees and servants shall be
named as additional insured on any such policies of Commercial General Liability and Automobile Liability Insurance, (but not for the workers' compensation), which shall also contain a provision that the insurance afforded thereby to the CITY, its subsidiary agencies, and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the CITY, its subsidiary agencies and their officers and employees have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.

17.4 In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, CITY, at its option, may, notwithstanding any other provision of this Contract to the contrary, immediately declare a material breach of this Contract and suspend all further work pursuant to this Contract.

17.5 Before the execution of this Contract, any deductibles or self-insured retentions must be declared to and approved by CITY.

18. SUSPENSION. The City may, at any time and from time to time, without cause, order Contractor, in writing ("Suspension Order"), to suspend, delay, or interrupt the Work in whole or in part for such period of time, up to an aggregate of fifty percent (50%) of the Contract Time, as City may determine, with such period of suspension to be computed from the date of the Suspension Order. Upon receipt of a Suspension Order, Contractor shall, at City's expense, comply with its terms and take all reasonable steps to minimize costs allocable to the Work covered by the Suspension Order during the period of work stoppage. Within the period of the above noted aggregate time, or such extension to that period as is agreed upon by Contractor and City, City shall either cancel the Suspension Order or delete the work covered by the Suspension Order by issuing a Change Order. If a Suspension Order is canceled or expires, Contractor shall resume and continue with the Work. A Change Order will be issued to cover any adjustments of the Contract Sum or the Contract Time necessarily caused by such suspension.

19. BOOKS AND RECORDS. Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract in accordance with generally accepted accounting principles and practices consistently applied. City and City's accountants shall be afforded access at all times during normal business hours, to inspect, audit and copy Contractor's records, books, estimates, take-offs, cost reports, ledgers, schedules, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and Contractor shall preserve these for a period of three years after the later of (i) final payment or (ii) final resolution of all Contract Disputes and other disputes or for such longer period as may be required by law. Contractor's compliance with any request by City pursuant to this Section 18 shall be a condition precedent to filing or maintenance of any legal action or proceeding by Contractor against City and to Contractor's right to receive further payments under the Contract Documents. Any failure by Contractor to provide access to its business records for inspection or copying by City shall be specifically enforceable by issuance of a writ or a provisional or permanent mandatory injunction by a court of competent jurisdiction based on affidavits submitted to such court, without the necessity of oral testimony.

20. WAIVER. Waiver by either party of any breach or violation of any one or more terms or conditions of this Contract shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. Acceptance by the City of the performance of any work by the Contractor shall not be deemed to be a waiver of any term or condition of this Contract. In no event shall the City's making of any payment to Contractor constitute or be construed as a waiver by the City of any breach of this Contract, or any default which may then exist on the part of Contractor, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

21. DEFAULT. In the event the City determines, in its sole discretion, that Contractor has failed or refused to perform any of the obligations set forth in the Contract Documents, or is in breach of any provision of the Contract Documents, the City may give written notice of default to Contractor in the
manner specified for this giving of notices in this Contract. Except for emergencies, Contractor shall
cure any default in performance of its obligations under the Contract Documents within two (2)
business days after receipt of written notice. However, if the breach cannot be reasonably cured
within such time, Contractor will commence to cure the breach within two (2) days and will diligently
and continuously prosecute such cure to completion within a reasonable time, which shall in no event
be later than ten (10) days after receipt of such written notice.

22. CITY RIGHTS AND REMEDIES.

22.1 Remedies Upon Default. In the event that Contractor fails to cure any default of this Contract
within the time period set forth in Section 20, then City may pursue any remedies available under law
or equity, including, without limitation, the following: (1) the City may, without terminating the Contract,
delete certain portions of the Work, reserving to itself all rights to losses related thereto; (2) the City
may, without terminating the Contract, engage others to perform the Work or portion of the Work that
has not been performed by the Contractor and withhold the cost thereof to City from future payments
to the Contractor, reserving to itself all rights to Losses related thereto; or (3) the City may, without
terminating the Contract and reserving to itself all rights to Losses related thereto, suspend all or any
portion of this Construction Contract for as long a period of time as City determines, in its sole
discretion, appropriate, in which event City shall have no obligation to adjust the Contract Sum or
Contract Time, and shall have no liability to Contractor for damages if City directs Contractor to
resume Work; (4) the City may terminate all or any part of this Contract for default, reserving to itself
all rights of Losses related thereto; or (5) the City may, without terminating the Contract and reserving
to itself all rights to Losses related thereto, exercise its rights under the Performance Bond.

22.2 Additional Provisions. All of City's rights and remedies under this Contract are cumulative, and
shall be in addition to those rights and remedies available in law or in equity. Designation in the
Contract Documents of certain breaches as material shall not be construed as implying that other
breaches not so designated are not material nor shall such designations be construed as limiting
City's right to terminate the Contract, or the exercise of its other rights or remedies for default, to only
material breaches. City's determination of whether there has been noncompliance with the Contract
so as to warrant exercise by City of its rights and remedies for default under the Contract, shall be
binding on all parties. No termination or action taken by City after such termination shall prejudice any
other rights or remedies of City provided by law or equity or by the Contract Documents upon such
termination; and City may proceed against Contractor to recover all liquidated damages and Losses
suffered by City.

22.3 Delays by Sureties. Without limitation to any of City's other rights or remedies under the law,
City has the right to suspend the performance by Contractor's sureties in the event of any of the
following: (1) failure of the sureties to begin Work within a reasonable time in such manner as to
insure full compliance with the Contract within the Contract Time; (2) abandonment of the Work; (3) if
at any time City is of the opinion the Work is unnecessarily or unreasonably delayed; (4) willful
violation of any terms of the Contract; (5) failure to perform according to the Contract Documents; or
(6) failure to follow instructions of City for its completion within the Contract Time. City will serve
notice of such failure upon the sureties and in the event the sureties neglect or refuse to cure the
breach within the time specified in such notice, City shall have the power to suspend the performance
or any part thereof of the sureties.

22.4 Damages to the City. The City will be entitled to recovery of all Losses under law or equity in the
event of Contract's default under the Contract Documents. In the event that City's Losses arise from
Contractor's default under the Contract Documents, City shall be entitled to withhold monies otherwise
payable to Contractor until Final Completion, as defined in the General Conditions, of the Project. If
City incurs Losses due to Contractor's default, then the amount of Losses shall be deducted from the
amounts withheld. Should the amount withheld exceed the amount deducted, the balance will be paid
to Contractor or its designee upon Final Completion of the Project. If the Losses incurred by City
exceed the amount withheld, Contractor shall be liable to City for the difference and shall promptly
remit same to City.
22.5 Termination of the Contract for Default. Without limitation to any of City’s other rights or remedies at law or in equity, and reserving to itself all rights to Losses related thereto, City shall have the right to terminate this Contract, in whole or in part, upon the failure of Contractor to promptly cure any default. City’s election to terminate the Contract for default shall be communicated by giving Contractor a written notice of termination in the manner specified for the giving of notices in the Contract. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein.

22.6 Termination Without Cause. City shall have the option, at its sole discretion and without cause, of terminating this Contract in part or in whole by giving thirty (30) days written notice to Contractor. Contractor agrees to accept such sums as allowed under this Section as its sole and exclusive compensation and waives any claim for other compensation or Losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect or incidental damages of any kind.

22.7 Compensation. Following termination without cause and within forty-five (45) days after receipt of a billing from Contractor seeking payment of sums authorized by this Section, City shall pay to Contractor as its sole compensation for performance of the Work the following: (1) the amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor; (2) reasonable costs of Contractor and its Subcontractors and Sub-subcontractors for demobilizing and administering the close-out of its participation in the Project (including, without limitation, all billing and accounting functions, not including attorney or expert fees) for a period of no longer than thirty (30) days after receipt of the notice of termination in an amount not to exceed the daily sum payable to Contractor for Compensable Delays; (3) previously unpaid cost of any items delivered to the Project Site which were fabricated for subsequent incorporation in the Work.

22.8 Subcontractors. Contractor shall include provisions in all of its subcontracts, purchase orders and other contracts permitting termination for convenience by Contractor on terms that are consistent with this Contract and that afford no greater rights of recovery against Contractor than are afforded to Contractor under this Section.

22.9 Contractor’s Duties Upon Termination. Upon receipt of a notice of termination for default or for convenience, Contractor shall, unless the notice directs otherwise, do the following: (1) immediately discontinue the Work to the extent specified in the notice; (2) place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work as is not discontinued; (3) provide to City a description, in writing no later than fifteen (15) days after receipt of the notice of termination, of all subcontracts, purchase orders and contracts that are outstanding, including, without limitation, the terms of the original price, any changes, payments, balance owing, the status of the portion of the Work covered and a copy of the subcontract, purchase order or contract and any written changes, amendments or modifications thereto, together with such other information as City may determine necessary in order to decide whether to accept assignment of or request Contractor to terminate the subcontract, purchase order or contract; (4) promptly assign to City those subcontracts, purchase orders or contracts, or portions thereof, that City elects to accept by assignment and cancel, on the most favorable terms reasonably possible, all subcontracts, purchase orders or contracts, or portions thereof, that City does not elect to accept by assignment; and (5) hereafter do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment on the Project Site or in transit thereto.

23. CONTRACTOR’S RIGHTS AND REMEDIES. Contractor may terminate this Construction Contract for cause only upon the occurrence of one of the following: (1) the Work is stopped for sixty (60) consecutive days, through no act or fault of Contractor, any subcontractor or any employee or agent of Contractor or any subcontractor, due to issuance of an order of a court or other public authority other than City having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable; or (2) if the City does not make payment of sums that are not in good faith disputed by the City and does not cure such default within ninety (90) days
after receipt of notice from Contractor, then upon an additional thirty (30) days’ notice to City, Contractor may terminate the Contract.

23.1 Damages to Contractor. In the event of termination for cause by Contractor, City shall pay Contractor the sums provided for in Section 21 above. Contractor agrees to accept such sums as its sole and exclusive compensation and agrees to waive any claim for other compensation or Losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect and incidental damages, of any kind.

24. NOTICES. Any notices or other communications required or permitted to be given under this Contract shall be given in writing by personal delivery, by a recognized courier service, or by U.S. mail, postage prepaid, and return receipt requested, addressed to the respective parties as follows:

To City:                                                                 To Contractor:

Assistant Public Works Director/City Engineer  Jay Enbom and Bruce Caron
City of Menlo Park                             Interstate Grading & Paving, Inc.
City Hall, 701 Laurel Street                   128 So. Maple Avenue
Menlo Park, CA 94025                          So. San Francisco, CA 94080

25. Notice shall be deemed communicated on the earlier of actual receipt or 48 hours after deposit in the U.S. mail, or the date of delivery shown on deliverer’s receipt. In the event of any change of address, the moving party is obligated to notify the other party of the change of address in writing within a reasonable period of time.

In addition, copies of all Claims by Contractor under this contract shall be provided to the City Attorney as follows:

To City Attorney:

City Attorney
Jorgenson, Siegel, McClure & Flegel
1100 Alma Street, Suite 210
Menlo Park, CA 94025

All claims shall be delivered personally or sent by certified mail.

26. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. In the performance of this Contract, Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental handicap, or medical condition. Contractor will take affirmative action to ensure that employees are treated without regard to race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental handicap, or medical condition.

27. CONTRACT DOCUMENTS AND PRECEDENCE. The Contract Documents shall consist of the following documents. In case of inconsistencies between Contract Documents, the documents are listed in order of precedence.

28. PUBLIC WORKS CLAIMS. This Contract is subject to Public Contracts Code Section 9204 governing contractor claims.

29. ATTORNEYS’ FEES; VENUE. In the event that any party to this Contract commences any legal action or proceeding to enforce or interpret the provisions of this Contract, the prevailing party in such action or proceeding shall be entitled to recover reasonable attorneys’ fees and other costs incurred in
that action or proceeding, in addition to any other relief to which the successful party may be entitled. The venue for any litigation shall be San Mateo County.

30. COOPERATION. In the event any claim or action is brought against the City relating to Contractor’s performance or services under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

31. NUISANCE. Contractor shall not maintain, commit, nor permit the maintenance or commission of any nuisance in connection with the performance of services under this Contract.

32. GOVERNING LAW. This Contract shall be construed in accordance with and governed by the laws of the State of California.

33. COMPLETE AGREEMENT; SEVERABILITY. This Contract, and any other documents incorporated herein by reference, represent the entire and integrated agreement between the City and Contractor. This Contract supersedes all prior oral and written negotiations, representations or agreements. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Contract may only be modified by a written amendment duly executed by the parties to this Contract. In case a provision of this Contract is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

34. COUNTERPARTS. This Contract may be signed in multiple counterparts, which shall, when executed by all the parties constitute a single binding contract.

Signatures on the next page.
IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

FOR FIRST PARTY:

Signature: Craig Caron
Date: 5/19/2020
Printed name: Craig Caron
Title: President
Tax ID#: 94-2527676

APPROVED AS TO FORM:

Signature: Cara E. Silver
Date: 5/19/2020
Printed name: Cara E. Silver
Title: Interim City Attorney

FOR CITY OF MENLO PARK:

Signature: Starla Jerome-Robinson
Date: 5/19/2020
Printed name: Starla Jerome-Robinson
Title: City Manager

ATTEST:

Signature: Judi A. Herren
Date: 5/19/2020
Printed name: Judi A. Herren
Title: City Clerk
GENERAL LIABILITY ENDORSEMENT

CITY OF MENLO PARK ("the City")
701 LAUREL STREET, MENLO PARK, CA 94025
ATTENTION: CHRISTOPHER T. LAMM, ASSISTANT PUBLIC WORKS DIRECTOR/CITY ENGINEER

A. POLICY INFORMATION

1. Insurance Company: ________________________ Policy Number: ________________________

2. Policy Term: From: ________________________ To: ________________________ Endorsement Effective Date: ________________________

3. Named Insured:

4. Address of Named Insured:

5. Limit of Liability Any One Occurrence/Aggregate $2,000,000/$4,000,000

6. Deductible or Self-Insured Retention (Nil unless otherwise specified):

7. “Claims Made” coverage: Retroactive Date:

   Tails:

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto it is agreed as follows:

1. INSURED: The City, its elected or appointed officials, employees, and volunteers are included as insureds with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased or used by the Named Insured.

2. CONTRIBUTION NOT REQUIRED: As respects: (a) work performed by the Named Insured for or on behalf of the City; or (b) products sold by the Named Insured to the City, or (c) premises leased by the Named Insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its elected or appointed officials, employees or volunteers; or stand in an unbroken chain of coverage excess of the Named Insured’s scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its elected or appointed officials, employees or volunteers shall be excess of this insurance and shall not contribute with it.
3. SCOPE OF COVERAGE: The policy: (1) if primary, affords coverage at least as broad as Insurance Services Office form for Broad Form Commercial General Liability Insurance and Insurance Services Office form for Broad Form Commercial General Liability endorsement; or (2) if excess, affords coverage which is at least as broad as the Primary Insurance form referenced in the preceding Section (1).

4. SEVERABILITY OF INTEREST: The insurance afforded by this policy applies separately to each insured seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.

5. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS: Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its elected or appointed officials, employees or volunteers.

6. CANCELLATION NOTICE: The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by Certified Mail Return Receipt Requested have been given to the City. Such notice shall be addressed as shown in the heading of this endorsement.

C. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, ________________________________ (print/type name), warrant that I have authority to bind the below-listed insurance company and by my signature hereon do so bind this company.

Signature of _____________________________________________
Authorized Representative
(original signature on endorsement furnished to the City)

ORGANIZATION: ________________________________ TITLE: ________________________________

ADDRESS: ________________________________ TELEPHONE: ________________________________
AUTOMOBILE LIABILITY ENDORSEMENT
CITY OF MENLO PARK ("the City")
701 LAUREL STREET, MENLO PARK, CA 94025
ATTENTION: CHRISTOPHER T. LAMM, ASSISTANT PUBLIC WORKS DIRECTOR/CITY ENGINEER

A. POLICY INFORMATION

<table>
<thead>
<tr>
<th>1. Insurance Company:</th>
<th>Policy Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Policy Term: From:</td>
<td>To: Endorsement Effective Date:</td>
</tr>
<tr>
<td>3. Named Insured:</td>
<td></td>
</tr>
<tr>
<td>4. Address of Named Insured:</td>
<td></td>
</tr>
<tr>
<td>5. Limit of Liability Any One Occurrence/Aggregate</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>6. Deductible or Self-Insured Retention (Nil unless otherwise specified):</td>
<td></td>
</tr>
<tr>
<td>7. “Claims Made” coverage: Retroactive Date:</td>
<td>Tails:</td>
</tr>
</tbody>
</table>

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto it is agreed as follows:

1. **INSURED:** The City, its elected or appointed officials, employees, and volunteers are included as insureds with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased or used by the Named Insured.

2. **CONTRIBUTION NOT REQUIRED:** As respects: (a) work performed by the Named Insured for or on behalf of the City; or (b) products sold by the Named Insured to the City, or (c) premises leased by the Named Insured from the City, the insurance afforded by this policy shall be primary insurance in respect to the City, its elected or appointed officials, employees or volunteers; or stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its elected or appointed officials, employees or volunteers shall be excess of this insurance and shall not contribute with it.
3. **SCOPE OF COVERAGE:** This policy affords coverage to the Named Insured which is at least as broad as Insurance Services Office form for Automobile Liability, Code 1 ("any auto").

4. **SEVERABILITY OF INTEREST:** The insurance afforded by this policy applies separately to each insured seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.

5. **PROVISIONS REGARDING THE INSURED’S DUTIES AFTER ACCIDENT OR LOSS:** Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its elected or appointed officials, employees or volunteers.

6. **CANCELLATION NOTICE:** The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after 30 days prior written notice by Certified Mail Return Receipt Requested have been given to the City. Such notice shall be addressed as shown in the heading of this endorsement.

**C. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER**

I, ______________________________ (print/type name), warrant that I have authority to bind the below-listed insurance company and by my signature hereon do so bind this company.

Signature of __________________________________________
Authorized Representative
( original signature on endorsement furnished to the City)

**ORGANIZATION:** ____________________________ **TITLE:** ____________________________

**ADDRESS:** ____________________________ **TELEPHONE:** ____________________________
WORKERS COMPENSATION/EMPLOYEES LIABILITY ENDORSEMENT

CITY OF MENLO PARK (“the City”)
701 LAUREL STREET, MENLO PARK, CA 94025
ATTENTION: CHRISTOPHER T. LAMM, ASSISTANT PUBLIC WORKS DIRECTOR/CITY ENGINEER

A. POLICY INFORMATION

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Insurance Company:</td>
<td>Policy Number:</td>
</tr>
<tr>
<td>2. Endorsement Effective Date:</td>
<td></td>
</tr>
<tr>
<td>3. Named Insured:</td>
<td></td>
</tr>
<tr>
<td>4. Employer’s Liability Limits (coverage B)</td>
<td>$1,000,000.00</td>
</tr>
</tbody>
</table>

B. POLICY AMENDMENTS:

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto it is agreed as follows:

1. CANCELLATION NOTICE: The insurance afforded to this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after 30 days prior written notice by Certified Mail Return Receipt Requested have been given to the City. Such notice shall be addressed as shown in the heading of this endorsement.

2. WAIVER OF SUBROGATION: The Company agrees to waive all rights of subrogation against the City, its elected or appointed officials, agents and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the City.

C. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, ________________________________ (print/type name), warrant that I have authority to bind the below-listed insurance company and by my signature hereon do so bind this company.

Signature of ________________________________
Authorized representative
(original signature on endorsement furnished to the City)

ORGANIZATION: ________________ TITLE: ________________________________

ADDRESS: ______________________ TELEPHONE: ______________________
CERTIFICATE OF INSURANCE

CITY OF MENLO PARK ("the City")
701 LAUREL STREET, MENLO PARK, CA 94025
ATTENTION: Christopher T. Lamm, ASSISTANT PUBLIC WORKS DIRECTOR/CITY ENGINEER

This certifies that the following described policies have been issued to the insured named below and are in force at this time.

Insured

Address

Description of operations/locations/products insured (show Contract name and/or number if any).

<table>
<thead>
<tr>
<th>POLICIES AND INSURERS</th>
<th>LIMITS</th>
<th>Expiration Date/Policy Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Bodily Injury</td>
<td>Property Damage</td>
</tr>
<tr>
<td>Worker’s Compensation</td>
<td>Employer’s Liability $1,000,000 per accident</td>
<td></td>
</tr>
<tr>
<td>Insurer</td>
<td>Each Occurrence $2,000,000</td>
<td>Each Occurrence $2,000,000</td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td>Aggregate $4,000,000 Combined Single Limit</td>
<td>Aggregate $4,000,000 Combined Single Limit</td>
</tr>
<tr>
<td>Insurer</td>
<td>Each Person $1,000,000</td>
<td>Each Accident Combined Single Limit $1,000,000</td>
</tr>
<tr>
<td>Business Auto Policy Liability</td>
<td>Each Accident $1,000,000</td>
<td></td>
</tr>
<tr>
<td>Coverage Symbol</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insurer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Umbrella Liability</td>
<td>Occurrence/Aggregate $</td>
<td>Self-Retention $</td>
</tr>
<tr>
<td>Insurer</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The following coverages or conditions are in effect:

Yes ☐ No ☐ The City, its officials, and employees are named on all liability policies described above as insureds in respect to: (a) activities performed for the City or on behalf of the named insured, (b) products and completed operations of the named insured and (c) premises owned, leased or used by the named insured.
### Products and completed operations:

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>No</td>
<td>The undersigned will mail to the City 30 days written notice of cancellation or reduction of coverage or limits, cross liability clause (or equivalent wording).</td>
</tr>
<tr>
<td>Yes</td>
<td>No</td>
<td>Personal Injury, perils A, B, and C.</td>
</tr>
<tr>
<td>Yes</td>
<td>No</td>
<td>Broad form property damage.</td>
</tr>
<tr>
<td>Yes</td>
<td>No</td>
<td>X, C, U hazards included.</td>
</tr>
<tr>
<td>Yes</td>
<td>No</td>
<td>Contractual liability coverage applying to this Contract.</td>
</tr>
<tr>
<td>Yes</td>
<td>No</td>
<td>Coverage afforded the City, its officials, employees and volunteers as an insured applies as primary and not excess or contributing to any insurance issued in the name of the City.</td>
</tr>
<tr>
<td>Yes</td>
<td>No</td>
<td>Waiver of subrogation from worker’s compensation insurer.</td>
</tr>
</tbody>
</table>

This certificate is issued as a matter of information. This certificate is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any Contract or other document with respect to which this certificate or insurance 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.

---

**Agency or Brokerage**

**Insurance Company**

**Address**

**Home Office**

**Name of Person to be Contacted**

**Authorized Signature**

**Telephone**

**Date**

**Note:** Authorized signature may be the agent’s, if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of official of insurer.
CERTIFICATE OF LIABILITY INSURANCE

<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>CERTIFICATE NUMBER</th>
<th>REVISION NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>GENERAL LIABILITY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>EXCESS LIABILITY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>UMBRELLA LIABILITY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>OCCUR</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DESCRIPTION OF OPERATIONS / VEHICLES (Attach ACORD 10): Add. Excess Schedule. If none given above</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Certificate Holder**

**Cancellation**

Should any of the above disclosed policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

*Authorized Representative*

The ACORD name and logo are registered marks of ACORD.

Contractor's insurance broker

Vendor / contractor / service provider

INSR LTR corresponds to insurer identified in upper right quadrant

Indicates if your Agency is additional insured under the referenced policy (Y or N)

Indicates if waiver of subrogation is provided

Should reflect policy number and match number on provided endorsements

Name and address of your Agency

Date certificate issued

Broker contact information

Insurers: See INSR LTR column below

Limits should match contract requirements

Expiration date should be after contract ends or you must check for renewal (occurrence)

Effective date on or before contract date

This box is to describe what is insured and does not amend the policy

This is signed by Contractor's broker
POLICY NUMBER:  

COMMERCIAL GENERAL LIABILITY  

CG 20 37 04 13  

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS  

This endorsement modifies insurance provided under the following:  

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

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s)</th>
<th>Location And Description Of Completed Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

However:  

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

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:  
   If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:  
   1. Required by the contract or agreement; or  
   2. Available under the applicable Limits of Insurance shown in the Declarations;  
   whichever is less.  
   This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
**POLICY NUMBER:**

**COMMERCIAL GENERAL LIABILITY**

CG 20 10 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

<table>
<thead>
<tr>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name Of Additional Insured Person(s) Or Organization(s)</td>
</tr>
<tr>
<td>-----------</td>
</tr>
</tbody>
</table>

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

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

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

1. Required by the contract or agreement, or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

This certificate must be completed and submitted by the apparent low bidder within five (5) working days after notification by the City of intent to award

The bidder ________________________________________________________, proposed subcontractor ________________________________________________, hereby certifies that he has____, has not____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President’s Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts, which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor

I declare under penalty of perjury that the foregoing information is true and correct.

Dated:_______________________, 20____. ________________________________ Bidder’s Signature
CITY OF MENLO PARK
STATE OF CALIFORNIA

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Menlo Park, State of California, has awarded to ________________________________________________________________, hereinafter designated as the "Principal," a Contract for the Santa Cruz Avenue & Middle Avenue Street Rehabilitation Project and

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract.

NOW, THEREFORE, we the Principal, and ________________________________________________________________, as Surety, are held and firmly bound unto the City of Menlo Park in the penal sum of ____________________________ DOLLARS ($____________________), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounded Principal, 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 said Contract Agreement and any alteration thereof made as therein provided, on their part, to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning; and shall defend, indemnify and save harmless the City of Menlo Park, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

Surety, for value received hereby stipulates and agrees that, in accordance with the Plans, Standard Specifications, Special Provisions and other Contract Documents, no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the Contract or to the work or to the specifications.
IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this _____ day of ______________________, 20____ the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)                       Principal
By: ________________________________

(Acknowledgment)                        Title: ________________________________

(Corporate Seal)                       Surety
By: ________________________________

   Attorneys-in-fact

(Acknowledgment)                        Title: ________________________________

(Seal)                              (Witness)

Approved as to form:

_______________________________________

City
NOTE TO SURETY COMPANY: The following form of acknowledgment should be used. If any other form of acknowledgment is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in fact.

NOTARIAL ACKNOWLEDGMENT OF ATTORNEY-IN-FACT OF SURETY

STATE OF CALIFORNIA { ss.
COUNTY OF ___________ } ss.

On _________________, before me, ______________________ , a Notary Public, personally appeared ______________________, personally known to me (or 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 they executed the same in their authorized capacity(ies), and that by their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

____________________________
Notary Public

(Seal)
THIS SHEET INTENTIONALLY LEFT BLANK
CITY OF MENLO PARK
STATE OF CALIFORNIA

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Menlo Park, a Municipal Corporation, has awarded to ______________________________, hereinafter designated as the "Principal," a Contract for the Santa Cruz Avenue & Middle Avenue Street Rehabilitation Project, and

WHEREAS, said Principal is required to furnish a bond in connection with said Contract, to secure payment of claims of laborers, mechanics, or material persons employed on work under said Contract Agreement, as provided by law.

NOW, THEREFORE, we the undersigned Principal and ______________________________ as Surety, are held and firmly bound unto the City of Menlo Park in the sum of ______________________________ DOLLARS ($__________), said sum being equal to the estimated amount payable by said City of Menlo Park under the terms of the Contract Agreement, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractors shall fail to pay for any material, provisions, provender or other supplies, implements or machinery used in, upon, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and their subcontractors pursuant to the Revenue and Taxation Code, with respect to such work and labor, the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be voided. In case suit is brought upon this bond, said Surety will pay a reasonable attorney's fee to be fixed by the court.
This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 3181 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

Said Surety, for value received, hereby stipulates and agrees that, in accordance with the Plan, Standard Specifications, Special Provisions and other Contract Agreement documents, no change, extension of time, alteration or addition to the terms of the Contractual Agreement, or to the work to be performed thereunder, or to the specifications accompanying the same, shall in anywise 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 Contractual Agreement or to the work or to the specifications.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their seals this _______ day of ____________________, 20__, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal) Principal
By: __________________________
Title: __________________________

(Acknowledgment) Surety

(Corporate Seal) Attorneys-in-fact
By: __________________________
Title: __________________________

(Acknowledgment) (Witness)

Approved as to form:
__________________________________________
City

Santa Cruz Avenue & Middle Avenue Street Rehabilitation Project
NOTE TO SURETY COMPANY: The following form of acknowledgment should be used. If any other form of acknowledgment is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

NOTARIAL ACKNOWLEDGMENT OF ATTORNEY-IN-FACT OF SURETY

STATE OF CALIFORNIA   } ss.
COUNTY OF ___________ }

On ____________________, before me, ______________________, a Notary Public, personally appeared _____________________, personally known to me (or 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 they executed the same in their authorized capacity(ies), and that by their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

__________________________________________
Notary Public

(Seal)
ESCROW FOR SECURITY DEPOSIT IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between the City of Menlo Park, whose address is Civic Center, 701 Laurel Street, Menlo Park, CA 94025, hereinafter called "City," and [Contractor], whose address is [Address], hereinafter called "Contractor," and [Escrow Agent], whose address is [Address], hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the City, Contractor, and Escrow Agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by the City pursuant to the Construction Contractual Agreement entered into between the City and Contractor for the Santa Cruz Avenue & Middle Avenue Street Rehabilitation Project, in the amount of _ dated ______________ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the City shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as a substitute for Contractual Agreement earnings, the Escrow Agent shall notify the City within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contractual Agreement between the City and Contractor. Securities shall be held in the name of City of Menlo Park, and shall designate the Contractor as the beneficial owner.

(2) The City shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contractual Agreement provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

(3) When the City makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this Contractual Agreement is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the City pays the Escrow Agent directly.
(4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the City. These expenses and payment terms shall be determined by the City, Contractor and Escrow Agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the City.

(6) The Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from City to the Escrow Agent that City consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) The City shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven (7) days written notice to the Escrow Agent from the City of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the City.

(8) Upon receipt of written notification from the City certifying that the Contractual Agreement is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contractual Agreement, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.

(9) The Escrow Agent shall rely on the written notification from the City and the Contractor pursuant to Sections (5) to (8) inclusive, of this Contractual Agreement and the City and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the City and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures, are as follows:

<table>
<thead>
<tr>
<th>On behalf of City:</th>
<th>On behalf of Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Title</td>
</tr>
<tr>
<td>Name</td>
<td>Name</td>
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<tr>
<td>Signature</td>
<td>Signature</td>
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<tr>
<td>Address</td>
<td>Address</td>
</tr>
</tbody>
</table>

Santa Cruz Avenue & Middle Avenue Street Rehabilitation Project
On behalf of Escrow Agent:

_________________________________
Title

_________________________________
Name

_________________________________
Signature

_________________________________
Address

At the time the Escrow Account is opened, the City and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

_________________________________
City  Contractor

_________________________________
Title  Title

_________________________________
Name  Name

_________________________________
Signature  Signature
THIS SHEET INTENTIONALLY LEFT BLANK
NOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Menlo Park, State of California, has awarded to ____________________________, hereinafter designated as the "Principal," a Contractual Agreement for the Santa Cruz Avenue & Middle Avenue Street Rehabilitation Project, and

WHEREAS, said Principal is required under the terms of said Contractual Agreement to furnish a bond for the correction of any defects due to defective materials or workmanship in the work performed under said Agreement.

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

THE CONDITION OF THIS OBLIGATION IS SUCH that if, during a maintenance period of one year from the date of acceptance of the contracted work, the Contractor upon receiving written notice of a need for repairs which are directly attributable to defective materials or workmanship, shall diligently take the necessary steps to correct said defects within seven (7) days from the date of said notice, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

If any action shall be brought by City upon this bond, a reasonable attorney's fee, to be fixed by the Court, shall be and become a part of City's judgment in any such action.

No right of action shall accrue on this bond to, or for the use of, any person or corporation other than the City named herein or the heirs, executors, administrator or successor of the City.

-----------------------------
Santa Cruz Avenue & Middle Avenue Street Rehabilitation Project
IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this ___ day of __________________________, 20__, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal) Principal

By: ____________________________

Title: ____________________________

(acknowledgment)

(Corporate Seal) Surety

By: ____________________________

Title: ____________________________

(Recognition) Attorneys-in-fact

(Seal) (Witness)

Approved as to form:

________________________________

City
NOT TO SURETY COMPANY: The following form of acknowledgment should be used. If any other form of acknowledgment is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

NOTARIAL ACKNOWLEDGMENT OF ATTORNEY-IN-FACT OF SURETY

STATE OF CALIFORNIA  
}  
} ss.
COUNTY OF ____________  
}

On _________________ before me, __________________________, a Notary Public, personally appeared __________________________, personally known to me (or 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 they executed the same in their authorized capacity(ies), and that by their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

________________________________________
Notary Public

(Seal)
NON-LOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, 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 any Federal 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 Federal 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 of Lobbying Activities," in conformance with its instructions.

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 prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such sub recipients shall certify and disclose accordingly.

Dated:_______________________, 20____.

________________________________
Bidder's Signature

NOTE: THIS CERTIFICATE MUST BE COMPLETED AND RETURNED ALONG WITH THE CONTRACTOR’S BID PROPOSAL.
Disclosed of Lobbying Activities
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

<table>
<thead>
<tr>
<th>1. Type of Federal Action:</th>
<th>2. Status of Federal Action:</th>
<th>3. Report Type:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. contract</td>
<td>a. bid/off/offer/application</td>
<td>a. initial filing</td>
</tr>
<tr>
<td>b. grant</td>
<td>b. initial award</td>
<td>b. material change</td>
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<tr>
<td>c. cooperative agreement</td>
<td>c. post-award</td>
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<td>d. loan</td>
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<td>e. loan guarantee</td>
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<td>f. loan insurance</td>
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</table>

4. Name and Address of Reporting Entity: 
   ____ Prime  ____ Subawardee
   Tier______, if Known:
   Congressional District, if known:

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
   Congressional District, if known:

6. Federal Department/Agency:

7. Federal Program Name/Description:
   CFDA Number, if applicable:

7. Federal Action Number, if known:

9. Award Amount, if known:

\$

10. a. Name and Address of Lobbying Registrant
    (if individual, last name, first name, MI):
    b. Individuals Performing Services (including address if different from No. 10a)
        (last name, first name, MI):

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: __________________________
Print Name: _____
Title: _____
Telephone No.: ___________ Date: ______

Santa Cruz Avenue & Middle Avenue Street Rehabilitation Project
INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks “Subawardee,” then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., “RFP-DE-90-001.”
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

   (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.
## Exhibit 15-G Construction Contract DBE Commitment

<table>
<thead>
<tr>
<th>Bid Item Number</th>
<th>Description of Work, Service, or Materials Supplied</th>
<th>DBE Certification Number</th>
<th>DBE Contact Information (Must be certified on the date bids are opened)</th>
<th>DBE Dollar Amount</th>
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### Local Agency to Complete this Section upon Execution of Award

21. Local Agency Contract Number: ____________________________

22. Federal-Aid Project Number: ____________________________

23. Bid Opening Date: ____________________________

24. Contract Award Date: ____________________________

25. Award Amount: ____________________________

15. TOTAL CLAIMED DBE PARTICIPATION $ ________%

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

26. Local Agency Representative's Signature: ____________________________

27. Date: ____________________________

28. Local Agency Representative's Name: ____________________________

29. Phone: ____________________________

30. Local Agency Representative's Title: ____________________________

16. Preparer's Signature: ____________________________

17. Date: ____________________________

18. Preparer's Name: ____________________________

19. Phone: ____________________________

20. Preparer's Title: ____________________________

### DISTRIBUTION:

1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
3. Include additional copy with award package.
INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

1. Local Agency - Enter the name of the local agency that is administering the contract.

2. Contract DBE Goal - Enter the contract DBE goal percentage as it appears on the project advertisement.

3. Project Location - Enter the project location(s) as it appears on the project advertisement.

4. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).

5. Bidder’s Name - Enter the contractor’s firm name.

6. Prime Certified DBE - Check box if prime contractor is a certified DBE.

7. Bid Amount - Enter the total contract bid dollar amount for the prime contractor.

8. Total Dollar Amount for ALL Subcontractors – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.

9. Total number of ALL subcontractors – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.

10. Bid Item Number - Enter bid item number for work, services, or materials supplied to be provided.

11. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor’s own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.

12. DBE Certification Number - Enter the DBE’s Certification Identification Number. All DBEs must be certified on the date bids are opened.

13. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor’s name and phone number, if the prime is a DBE.

14. DBE Dollar Amount - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
15. **Total Claimed DBE Participation** - $: Enter the total dollar amounts entered in the “DBE Dollar Amount” column. %: Enter the total DBE participation claimed (“Total Claimed DBE Participation Dollars” divided by item “Bid Amount”). If the total % claimed is less than item “Contract DBE Goal,” an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).

16. **Preparer’s Signature** - The person completing the DBE commitment form on behalf of the contractor’s firm must sign their name.

17. **Date** - Enter the date the DBE commitment form is signed by the contractor’s preparer.

18. **Preparer’s Name** - Enter the name of the person preparing and signing the contractor’s DBE commitment form.

19. **Phone** - Enter the area code and phone number of the person signing the contractor’s DBE commitment form.

20. **Preparer’s Title** - Enter the position/title of the person signing the contractor’s DBE commitment form.

**LOCAL AGENCY SECTION**

21. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.

22. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number(s).

23. **Bid Opening Date** - Enter the date contract bids were opened.

24. **Contract Award Date** - Enter the date the contract was executed.

25. **Award Amount** – Enter the contract award amount as stated in the executed contract.

26. **Local Agency Representative’s Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.

27. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.

28. **Local Agency Representative’s Name** - Enter the name of the Local Agency Representative certifying the contractor’s DBE commitment form.

29. **Phone** - Enter the area code and phone number of the person signing the contractor’s DBE commitment form.

30. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor’s DBE commitment form.
EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

Federal-aid Project No. STPL-5273 (026) Bid Opening Date Feb. 27, 2020 at 2:00 p.m.

The City of Menlo Park established a Disadvantaged Business Enterprise (DBE) goal of 17% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder DBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

<table>
<thead>
<tr>
<th>Publications</th>
<th>Dates of Advertisement</th>
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B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

<table>
<thead>
<tr>
<th>Names of DBEs Solicited</th>
<th>Date of Initial Solicitation</th>
<th>Follow Up Methods and Dates</th>
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</table>
C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

<table>
<thead>
<tr>
<th>Items of Work</th>
<th>Bidder Normally Performs Item (Y/N)</th>
<th>Breakdown of Items</th>
<th>Amount ($)</th>
<th>Percentage Of Contract</th>
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</table>

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________

Names, addresses and phone numbers of firms selected for the work above:

________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________
G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

<table>
<thead>
<tr>
<th>Name of Agency/Organization</th>
<th>Method/Date of Contact</th>
<th>Results</th>
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H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.
CERTIFICATION OF SAFETY REQUIREMENTS FOR CONTRACTORS AND VENDORS

California Code of Regulations, Title 8, Section 1509

To work as a contractor or vendor with the City of Menlo Park, your organization is required to certify that it has an active on-the-job written Injury and Illness Prevention Program. This program is essential to make the job as accident-free as possible and to comply with Federal and State Safety Standards.

The undersigned hereby certifies that his/her organization has an active written Injury and Illness Prevention Program, as required by Cal-OSHA under California Code of Regulations, Title 8, General Industry Safety Orders, Section 3203 and/or Construction Safety Orders, Section 1509, that ensures compliance with, and enforcement of, current minimum Cal-OSHA Safety Standards, and that his/her organization has knowledge of these standards that are applicable to the job operations. This includes a program for ensuring employees have been trained to recognize hazards of their job.

The undersigned also hereby certifies that his/her organization has an active written Hazard Communication Program with evidence that all employees have been trained in safe use and handling of chemicals on the job site, and a file will be made available for review by the City of San Carlos of each Material Safety Data Sheet (MSDS) on those chemicals kept on the site.

______________________________
Name of Contractor

______________________________
Signature of Contractor Representative

Dated: _________________________

NOTE: THIS CERTIFICATION MUST BE COMPLETED AND RETURNED BY THE SUCCESSFUL BIDDER PRIOR TO THE START OF CONSTRUCTION.
DAVIS-BACON ACT COMPLIANCE CERTIFICATE

The Bidder hereby certifies as follows:

"I am aware of and will comply with the provisions of the Davis-Bacon Act, as amended (40USC 276a-276a-5), and as supplemented by the Department of Labor Regulation (29 CFR, Part 1, 3, 5, 6, & 7), which includes but is not limited to the following:

(1) Employees must be paid no less than the prevailing wages outlined in the contract. Overtime work (over eight hours per day or forty hours per week, whichever is greater) must be paid at time and one-half.

(2) Pay all employees at least once a week.

(3) Post the applicable wage determinations on the job site so that employees may verify their rates of pay.

(4) Submit weekly payroll records and a statement of compliance to the contracting government. These records must be kept for five years from the date of completion of the contract.

(5) Make the Davis-Bacon provisions a part of all subcontractors' contracts."

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor to the above described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

Dated:_______________________, 20____.

________________________________________
Contractor’s Signature

NOTE:  THIS CERTIFICATION MUST BE COMPLETED AND RETURNED BY THE SUCCESSFUL BIDDER PRIOR TO THE START OF CONSTRUCTION.
CERTIFICATION OF NON-SEGREGATED FACILITIES
(Applicable to federally assisted construction contracts and related subcontracts exceeding $10,000 which are not exempt from the Equal Opportunity Clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specified time period) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt form the provisions of the Equal Opportunity Clause, and that he will retain such certifications in his files.

Notes: (a) A Certification of Non-Segregated Facilities, as required by the May 9, 1967 Order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

(b) Contractors receiving subcontract awards exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supply and construction contracts where the subcontracts exceed $10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor to the above described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

Dated: _______________________, 20____.

________________________________
Contractor’s Signature

NOTE: THIS CERTIFICATION MUST BE COMPLETED AND RETURNED BY THE SUCCESSFUL BIDDER PRIOR TO THE START OF CONSTRUCTION
The bidder __________________________, hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
   (a) The dangers of drug abuse in the workplace,
   (b) The person’s or organization’s policy of maintaining a drug-free workplace,
   (c) Any available counseling, rehabilitation and employee assistance programs, and
   (d) Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or loan:
   (a) Will receive a copy of the company’s drug-free policy statement, and
   (b) Will agree to abide by the terms of the company’s statement as a condition of employment on the contract or loan.

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor to the above described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

Dated: _________________________, 20____.

__________________________________________
Contractor’s Signature

NOTE: This certification must be completed and returned by the successful bidder prior to the start of construction.
GUARANTEE
(To Be Submitted Prior to Project Acceptance)

FOR THE
City of Menlo Park
Menlo Park, CA 94025

Santa Cruz Avenue & Middle Avenue Street Rehabilitation Project
Federal Project No. STPL 5273 (26)

We hereby guarantee that the work we have installed for the Santa Cruz Avenue &
Middle Avenue Street Rehabilitation Project has been done in accordance with the Plans and
Specifications and that the work installed will fulfill the requirements of the guarantee.

We agree to repair or replace any or all of our work, together with any other adjacent work
which may be displayed in so doing that may prove to be defective in its workmanship or material
within a period of one (1) year from the date of acceptance of the above-named work by the City
of Menlo Park, without any expense whatsoever to the City of Menlo Park, ordinary wear and tear
and unusual abuse or neglect excepted.

Within fifteen (15) days after being notified in writing by the City of Menlo Park of any
defects in the work, we agree to commence and prosecute with due diligence all work necessary
to fulfill the terms of this guarantee, and to complete the work within a reasonable period of time,
and in the event of our failure to so comply, we collectively and separately, do hereby authorize
said City of Menlo Park to proceed to have such work done at our expense and we will honor and
pay the cost and changes therefore upon demand.

Dated: ____________________________

By: ________________________________

NOTE:  THIS CERTIFICATION MUST BE COMPLETED AND RETURNED BY THE SUCCESSFUL BIDDER
PRIOR TO PROJECT ACCEPTANCE.
THIS SHEET INTENTIONALLY LEFT BLANK
PROPOSAL

CITY OF MENLO PARK
STATE OF CALIFORNIA

FOR

SANTA CRUZ AVENUE & MIDDLE AVENUE STREET REHABILITATION PROJECT
FEDERAL PROJECT NO. STPL 5273 (026)

NAME OF BIDDER: Interstate Grading & Paving Inc.

BUSINESS ADDRESS: 128 So. Maple Ave

CITY, STATE, ZIP: So. San Francisco Ca 94080

LICENSE NO.: 3466620 CLASS: A-HAZ EXP. DATE: 11 30 20

TAX I.D. NO.: 94.252.767.76

DIR REGISTRATION NO.: 100550755

EMAIL: tina@igrpinc.com

HOW DID YOU HEAR ABOUT THIS PROJECT: advertisement on Dodge

The work for which this Proposal is submitted is for construction in accordance with the Contract documents approved by the Assistant Public Works Director/City Engineer on ______, entitled Santa Cruz Avenue & Middle Avenue Street Rehabilitation Project. The State of California Department of Transportation Labor Surcharge and Equipment Rental Rates, and the State Department of Industrial Relations General Prevailing Wage Rates, current at the bid opening date, shall be used.

Work will be conducted at the following locations: 1) Santa Cruz Ave between Olive St and Orange Ave (0.5 miles) and 2) Middle Ave between Olive St and San Mateo Drive (0.4) miles. The work proposed will consist of pavement rehabilitation including base repairs, 2-3 inch deep area grind, 2-3 inch asphalt overlay, construction of ADA compliant curb ramps, intermittent curb, gutter and sidewalk work, adjusting utility covers to grade, installation of markings and striping and other ancillary road work including reconstruction of drainage inlets. On Santa Cruz Avenue at Lemon Street the project will install a rectangular rapid flashing beacon.

The scope of work is more accurately described in the project Plans per Appendix D.

Cash, cashier's check or certified check payable to the City, or a bidder's bond executed by an admitted surety insurer naming the City as beneficiary, in an amount equal to ten percent (10%) of the total bid amount including all alternatives shall accompany this Proposal. A list of subcontractors for work in the excess of one half of one percent (0.5%) of the total bid amount including all alternatives and a statement of financial responsibility, technical ability, and experience if such information is not already on file with the City shall accompany this Proposal; and be completely filled in by the bidder and the
same are incorporated herein by reference. The project shall be awarded to the lowest responsive and responsible bidder who meets all of the Proposal Requirements, and the requirements of the Contract Documents.

Failure to provide the required information, or if information provided is subsequently proved false, the Proposal may be considered as non-responsive and may be grounds for rejection of the bid.

After acceptance of this Proposal and award of the Contract, if the undersigned should fail to contract as aforesaid or should fail to give the “Performance” Surety Bond in the sum of one hundred percent (100%) of the Contract bid, along with the required Bonds, along with the Certificate of Insurance covering public liability and property damage in the amounts specified in the Construction Contract, to the City of Menlo Park within twelve (12) days, not including Sundays and legal holidays, after the Bidder has received notice from the City that the Contract has been awarded, the City may, at its option, determine that the bidder has abandoned the Contract, thereupon this Proposal and the acceptance thereof shall be null and the forfeiture of such security accompanying this Proposal shall operate and the same shall become the property of the City of Menlo Park.

The undersigned, as Bidder, declares that the only persons or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he/she has carefully examined the location of the proposed work, the proposed Contract, and the Plans and Specifications therein referred to; that he/she proposes and agrees if this Proposal is accepted, that he/she will contract with the City of Menlo Park, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein prescribed and according to the requirements of the Engineer as therein set forth, and that he will accept in full payment therefore the following unit prices, to wit:

**PAY ITEM PRICE SCHEDULE**

Bids are required for the entire work. Unless otherwise specified in the Special Conditions, the amount of the bid for comparison purposes will be the total of all base bid items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item.

The Bidder shall set forth for each item of work, in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the “Total” column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of discrepancy between an item price and total set forth for the item, the item price shall prevail, provided however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the “Total” column, then the amount set forth in the “Total” column for the item shall prevail in accordance with the following:

1. As to lump sum items, the amount set forth in the “Total” column shall be the item price.
2. As to unit basis items, the amount set forth in the “Total” column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.
## 1. Base Bid Items

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Sec. No.</th>
<th>Description</th>
<th>Units</th>
<th>Estimated Quantity</th>
<th>Item Price per Unit of Quantity (In words)</th>
<th>Item Price per Unit (In figures)</th>
<th>Total (In figures)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>11</td>
<td>Mobilization</td>
<td>LS</td>
<td>1</td>
<td>twenty thousand</td>
<td>$7,000.</td>
<td>$7,000.</td>
</tr>
<tr>
<td>2</td>
<td>16</td>
<td>Clearing and Grubbing</td>
<td>LS</td>
<td>1</td>
<td>twenty seven thousand</td>
<td>$27,000.</td>
<td>$27,000.</td>
</tr>
<tr>
<td>3</td>
<td>14</td>
<td>Stormwater Pollution Prevention Plan</td>
<td>LS</td>
<td>1</td>
<td>five hundred</td>
<td>$5,000.</td>
<td>$5,000.</td>
</tr>
<tr>
<td>4</td>
<td>12</td>
<td>Traffic Control</td>
<td>LS</td>
<td>1</td>
<td>eight hundred</td>
<td>$8,000.</td>
<td>$8,000.</td>
</tr>
<tr>
<td>5</td>
<td>18</td>
<td>Construction Staking and Layout</td>
<td>LS</td>
<td>1</td>
<td>six hundred</td>
<td>$6,000.</td>
<td>$6,000.</td>
</tr>
<tr>
<td>6</td>
<td>16</td>
<td>Trim Vegetation, Prune Roots, &amp; Remove Stumps</td>
<td>LS</td>
<td>1</td>
<td>ten thousand</td>
<td>$10,000.</td>
<td>$10,000.</td>
</tr>
<tr>
<td>7</td>
<td>15</td>
<td>Roadway Excavation</td>
<td>CY</td>
<td>1,650</td>
<td>forty five</td>
<td>$74,250.</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>39</td>
<td>Asphalt Digout Repair</td>
<td>CY</td>
<td>40</td>
<td>four hundred</td>
<td>$16,000.</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>39</td>
<td>Hot Mix Asphalt Paving</td>
<td>TON</td>
<td>3,330</td>
<td>three hundred</td>
<td>$376,290.</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>13</td>
<td>Waste Management</td>
<td>LS</td>
<td>1</td>
<td>seven hundred</td>
<td>$700.</td>
<td>$700.</td>
</tr>
<tr>
<td>11</td>
<td>73</td>
<td>Install PCC Sidewalk</td>
<td>SF</td>
<td>16,275</td>
<td>forty one</td>
<td>$195,300.</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>73</td>
<td>Install PCC Driveway Apron</td>
<td>SF</td>
<td>4,760</td>
<td>fourteen</td>
<td>$60,640.</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>73</td>
<td>Install PCC Standard Vertical Curb &amp; Gutter</td>
<td>LF</td>
<td>3,890</td>
<td>one hundred</td>
<td>$376,000.</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>73</td>
<td>Install PCC Vertical Curb</td>
<td>LF</td>
<td>40</td>
<td>seventy six</td>
<td>$30,400.</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>73</td>
<td>Install PCC Rolled Curb and Gutter (Standard)</td>
<td>LF</td>
<td>70</td>
<td>seventy six</td>
<td>$5,320.</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>73</td>
<td>Install PCC Rolled Curb and Gutter (Descending Driveways)</td>
<td>LF</td>
<td>200</td>
<td>seventy six</td>
<td>$15,200.</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>73</td>
<td>Install PCC Valley Gutter</td>
<td>LF</td>
<td>100</td>
<td>seven hundred</td>
<td>$7,000.</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>73</td>
<td>Install ADA Curb Ramps</td>
<td>EA</td>
<td>31</td>
<td>five thousand</td>
<td>$173,000.</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>21</td>
<td>Install Decomposed Granite Pathway</td>
<td>CY</td>
<td>8</td>
<td>thirteen thousand</td>
<td>$10,400.</td>
<td></td>
</tr>
</tbody>
</table>

Santa Cruz Avenue & Middle Avenue Street Rehabilitation Project
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>Earthwork for Pathway</td>
<td>CY</td>
<td>5</td>
<td>$10,130.00</td>
<td>$50,650.00</td>
</tr>
<tr>
<td>21</td>
<td>Modify Catch Basin to Manhole/Junction Box</td>
<td>EA</td>
<td>2</td>
<td>$2,700.00</td>
<td>$5,400.00</td>
</tr>
<tr>
<td>22</td>
<td>Install Storm Drain Catch Basin</td>
<td>EA</td>
<td>2</td>
<td>$5,900.00</td>
<td>$11,800.00</td>
</tr>
<tr>
<td>23</td>
<td>Relocate Storm Drain Catch Basin</td>
<td>EA</td>
<td>1</td>
<td>$2,600.00</td>
<td>$2,600.00</td>
</tr>
<tr>
<td>24</td>
<td>Install 12&quot; RCP Storm Drain</td>
<td>LF</td>
<td>18</td>
<td>$3,200.00</td>
<td>$59,400.00</td>
</tr>
<tr>
<td>25</td>
<td>Remove and Replace Sign</td>
<td>EA</td>
<td>9</td>
<td>$220.00</td>
<td>$1,980.00</td>
</tr>
<tr>
<td>26</td>
<td>Adjust Sanitary Sewer Manhole to Grade</td>
<td>EA</td>
<td>1</td>
<td>$48,180.00</td>
<td>$48,300.00</td>
</tr>
<tr>
<td>27</td>
<td>Install RRFB</td>
<td>LS</td>
<td>1</td>
<td>$3,300.00</td>
<td>$3,300.00</td>
</tr>
<tr>
<td>28</td>
<td>Install Pavement Striping, Markings, and Markers</td>
<td>LS</td>
<td>1</td>
<td>$7,000.00</td>
<td>$7,000.00</td>
</tr>
<tr>
<td>29</td>
<td>Install Mulch</td>
<td>CY</td>
<td>40</td>
<td>$220.00</td>
<td>$8,800.00</td>
</tr>
<tr>
<td>30</td>
<td>Install Redwood Header Board</td>
<td>LF</td>
<td>135</td>
<td>$50.00</td>
<td>$6,750.00</td>
</tr>
</tbody>
</table>

**BASE BID SUBTOTAL (Base Bid Items 1 - 30)**

(in words) one million nine hundred thirteen thousand five hundred ten dollars

(in figures) $1,913,510.00
2. **Alternate A Bid Items**

**Notes:**
- Base and Alternate Bid Items will be considered in accordance with Section 3-1.2, "Add Alternate Consideration," of the project Special Provisions.
- The estimate of construction quantities set forth herein is approximate only, being given as a basis for the comparison of bids. The City does not expressly or by implication agree that the actual amount of work will correspond therewith, and reserves the right to change the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or expedient in accordance with the Special Provisions.
- The City reserves the right to increase or decrease quantities as deemed necessary.

The undersigned declares, by their signature in the proposal documents, that the bidder has checked carefully all of the above figures and understands that the City shall not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

Date: **3.5.2020**

(Type or print name)

Signature of Bidder
# UNIT PRICE STRIPING SCHEDULE

(These prices will not be used to determine the apparent low bidder)

Bidder is required to provide the unit prices for the following items of striping work. These unit prices are not part of the basis for comparing and awarding bids; however, they will be used to compensate the successful bidder or credit the City for any deviation in striping work required from what is shown on the project plans and identified in the specifications.

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. 4&quot; solid white or yellow line</td>
<td>$0.45</td>
</tr>
<tr>
<td>2. 6&quot; solid white or yellow line</td>
<td>$0.65</td>
</tr>
<tr>
<td>3. 8&quot; solid white or yellow line</td>
<td>$0.85</td>
</tr>
<tr>
<td>4. 12&quot; solid white or yellow line</td>
<td>$4.25</td>
</tr>
<tr>
<td>5. Detail A</td>
<td>$0.65</td>
</tr>
<tr>
<td>6. Detail B</td>
<td>$0.65</td>
</tr>
<tr>
<td>7. Detail 21</td>
<td>$0.85</td>
</tr>
<tr>
<td>8. Detail 22</td>
<td>$1.15</td>
</tr>
<tr>
<td>9. Detail 27B</td>
<td>$0.45</td>
</tr>
<tr>
<td>10. Detail 31</td>
<td>$1.40</td>
</tr>
<tr>
<td>11. Detail 32</td>
<td>$1.05</td>
</tr>
<tr>
<td>12. Detail 29</td>
<td>$2.50</td>
</tr>
<tr>
<td>13. Detail 38A</td>
<td>$0.85</td>
</tr>
<tr>
<td>14. Detail 39</td>
<td>$0.65</td>
</tr>
<tr>
<td>15. Detail 39A</td>
<td>$0.45</td>
</tr>
<tr>
<td>16. Yield Symbol</td>
<td>$3.30</td>
</tr>
<tr>
<td>17. Pavement Markings*</td>
<td>$185.00</td>
</tr>
<tr>
<td>18. Arrows</td>
<td>$0.70</td>
</tr>
<tr>
<td>19. Type A or Type AY Buttons</td>
<td>$2.50</td>
</tr>
<tr>
<td>20. Type D or Type G Reflectors</td>
<td>$3.50</td>
</tr>
<tr>
<td>21. Blue Reflective Marker at Hydrants</td>
<td>$12.00</td>
</tr>
<tr>
<td>22. Arrow/Bike Symbol/Sharrow</td>
<td>$110.00</td>
</tr>
<tr>
<td>23. Chevron (At speed bumps Speed humps and speed tables)</td>
<td>$230.00</td>
</tr>
<tr>
<td>24. 18&quot; Letter Legend</td>
<td>$28.00</td>
</tr>
<tr>
<td>25. 8&quot; Letter Legend</td>
<td>$23.00</td>
</tr>
<tr>
<td>26. &quot;6&quot; White Diagonal Line/2&quot; Stripped Buffer</td>
<td>$3.30</td>
</tr>
<tr>
<td>27. Green Bike Lane</td>
<td>$14.00</td>
</tr>
</tbody>
</table>

Santa Cruz Avenue & Middle Avenue Street Rehabilitation Project
28. Yield Lines
$ 70.00 Each
29. Curb Painting
$ 2.30 Per Lineal Foot

* Pavement legends shall be measured whereas EACH shall be an individual word. For example: STOP is counted as 1 (each), STOP AHEAD is counted as 2 (each), SLOW SCHOOL XING is counted as 3 (each), and so on.

The prices listed in the unit price stripping schedule shall include, but shall not be limited to labor, materials, installation, overhead, profit, insurance, and bonds to cover the full cost of the finished work.

The undersigned declares, by their signature in the proposal documents, that the bidder has checked carefully all of the above figures and understands that the City shall not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

**ADDENDA ACKNOWLEDGEMENT**

The undersigned acknowledges receipt of Addendum number _ through _ inclusively.

Date: _3.5.2020_

[Signature]

Santa Cruz Avenue & Middle Avenue Street Rehabilitation Project
BIDDER CERTIFICATIONS AND STATEMENTS

The following certifications, statements and responses are hereby incorporated into the Proposal:

PRINCIPAL PERSONS WITH INTEREST IN PROPOSAL

The names of all persons interested in the foregoing Proposal as principals are as follows:

IMPORTANT NOTICE. If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ___/has not ___ been convicted within the preceding three years of any offenses referred to in that Section. These offenses include any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works Contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100. The term “bidder” is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after “has” or “has not” in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

YES _______  NO _______

If the answer is yes, explain the circumstances in the following space:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
Interstate Grading & Paving, Inc.
128 So. Maple Avenue
So. San Francisco, Ca 94080
650-952-7333 ph 650-952-6851 fx
A California Corporation

OFFICER

Craig Caron
President

Bruce Caron
Vice-President

Nancy Pariani Zammuto
Secretary/Treasurer

ADDRESS

128 So. Maple Avenue
So. San Francisco, Ca 94080

128 So. Maple Avenue
So. San Francisco, Ca 94080

128 So. Maple Avenue
So. San Francisco, Ca 94080
PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor’s failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

WORKERS COMPENSATION REQUIREMENT

The Contractor hereby states that he is 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 he agrees to comply with such provisions before commencing the performance of the work of this Contract.

REGISTRATION OF CONTRACTORS

Before submitting bids, Contractors shall be licensed in accordance with the provisions of the State Contractors’ License Law, Business and Professions Code 7000 et seq. as amended. Pursuant to California Labor Code section 1771.4, the project that is the subject and purpose of this contract is subject to prevailing wage compliance monitoring by the California Department of Industrial Relations.

Pursuant to California Labor Code section 1771.1, by execution below, the Bidder and its Subcontractors certify that they are registered and qualified to perform public work pursuant to section 1725.5 of the California Labor Code, subject to limited legal exceptions.

AFIDAVIT OF NONCOLLUSION

TITLE 23, UNITED STATES CODE, SECTION 112 NONCOLLUSION AND PUBLIC CONTRACT CODE SECTION 7106

In accordance with Title 23, United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the Contract on anyone interested in the proposed Contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Statements, Questionnaire, and Non-collusion Affidavit are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statements, Questionnaire and Non-collusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.
DEBARMENT AND SUSPENSION CERTIFICATION

The bidder, under penalty of perjury, certifies that, except as noted below, they or any person associated therewith in the capacity of owner, partner, director, officer, manager (please check if applicable):

[ ] Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency;
[ ] Has not been suspended, debarred, voluntarily excluded or determined ineligible by any state or federal agency within the past three (3) years;
[ ] Does not have a proposed debarment pending; and
[ ] Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are any exceptions to this certification, insert the exceptions in the following space:

____________________________________________________

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action:

____________________________________________________

Note: Providing false information may result in criminal prosecution or administrative sanction. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

By my signature on this Proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this Proposal I further certify, under penalty of the perjury under the laws of the State of California that the Non-Collusion Affidavit, and the Debarment and Suspension Certification are true and correct.

Date: 3/5/2022

[Signature]

[Type or print name]

(g) mm: President

Business Address (Street Address, City, State & Zip Code):

128 S. Maple Ave
San Francisco, CA 94080

Business Phone: (510) 952-7333
Fax No.: (510) 952-6851

Santa Cruz Avenue & Middle Avenue Street Rehabilitation Project
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 } \( \text{ss.} \)

County of \text{San Mateo} \( \text{ss.} \)

"I, \text{[Name],} \) being first duly sworn, deposes and says that he or she is the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly, or indirectly, sought by agreement, communication, or conferred 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, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in this bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

\[ \text{[Signature]} \]

Notary Public

Subscribed and sworn to before me this \( 5 \) day of \text{March} \( 2020 \)

\[ \text{[Signature]} \]

Notary Public in and for the County of \text{San Mateo}, \text{STATE OF CALIFORNIA}
LIST OF SUBCONTRACTORS

Each Bidder shall set forth below the name, business address, telephone number and State of California Contractor's license number, class, and expiration date of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these Contract Documents. The Bidder shall also list the proposal item number(s) to be done, in whole or in part, by each subcontractor and the total amount of each subcontractor's work in dollars and as a percentage of the total bid amount. The Bidder's attention is directed to Section 8-1.01, "Subcontracting", of the Standard Specifications.

Per sections 4100-4114 of the Public Contracts Code, the Bidder shall list the name, California Contractor license number, address and telephone number of each subcontractor to whom the Bidder proposes to subcontract portions of the work in the excess of 0.5% of the total Contract, or $10,000, whichever is greater.

NOTE: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to section 1725.5 of the Labor Code, subject to limited legal exceptions under Labor Code section 1771.1.

1. Name: Columbia Electric
   Contractor's License No.: 765902
   DIR Registration No.: 100001478
   Address: San Leandro
   Tel: 670) 430.9805
   Dollar Amount & Percent of Total Bid: $ 31,000. - (1.6%)
   Description of portion of work subcontracted: Electrical

2. Name: JR
   Contractor's License No.: 605645
   DIR Registration No.: 100004118
   Address: San Mateo
   Tel: 669) 8310107
   Dollar Amount & Percent of Total Bid: $ 430,439.28 (22%)
   Description of portion of work subcontracted: Concrete

3. Name: Construction Survey
   Contractor's License No.: 187947
   DIR Registration No.: 100001157
   Address: Berkeley
   Tel: 670) 5290999
   Dollar Amount & Percent of Total Bid: $ 10000. - (8 %)
   Description of portion of work subcontracted: Survey

4. Name: Super Seal & Stripe
   Contractor's License No.: 391027
   DIR Registration No.: 10000502
   Address: Fillmore, Ca
   Tel: 
   Dollar Amount & Percent of Total Bid: $ 147820. - (35 %)
   Description of portion of work subcontracted: Striping
SUBCONTRACTORS

(Continued)

<table>
<thead>
<tr>
<th>Name</th>
<th>Item No(s)</th>
<th>Contractor's License No.</th>
<th>Class</th>
<th>Exp. Date</th>
<th>DIR Registration No.</th>
<th>Address</th>
<th>Tel</th>
<th>Dollar Amount &amp; Percent of Total Bid</th>
<th>Description of portion of work subcontracted</th>
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</table>

5. Name: ___________________________ Item No(s). ____________________
   Contractor's License No.: __________________________
   Class: ___ Exp. Date: __________
   DIR Registration No.: __________________________
   Address: __________________________
   Tel: (____) __________________________
   Dollar Amount & Percent of Total Bid: $ _________________________________ ( %)
   Description of portion of work subcontracted:

6. Name: ___________________________ Item No(s). ____________________
   Contractor's License No.: __________________________
   Class: ___ Exp. Date: __________
   DIR Registration No.: __________________________
   Address: __________________________
   Tel: (____) __________________________
   Dollar Amount & Percent of Total Bid: $ _________________________________ ( %)
   Description of portion of work subcontracted:

7. Name: ___________________________ Item No(s). ____________________
   Contractor's License No.: __________________________
   Class: ___ Exp. Date: __________
   DIR Registration No.: __________________________
   Address: __________________________
   Tel: (____) __________________________
   Dollar Amount & Percent of Total Bid: $ _________________________________ ( %)
   Description of portion of work subcontracted:

8. Name: ___________________________ Item No(s). ____________________
   Contractor's License No.: __________________________
   Class: ___ Exp. Date: __________
   DIR Registration No.: __________________________
   Address: __________________________
   Tel: (____) __________________________
   Dollar Amount & Percent of Total Bid: $ _________________________________ ( %)
   Description of portion of work subcontracted:

9. Name: ___________________________ Item No(s). ____________________
   Contractor's License No.: __________________________
   Class: ___ Exp. Date: __________
   DIR Registration No.: __________________________
   Address: __________________________
   Tel: (____) __________________________
   Dollar Amount & Percent of Total Bid: $ _________________________________ ( %)
   Description of portion of work subcontracted:
### Exhibit 12-B  Bidder’s List of Subcontractor (DBE and Non-DBE) Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: https://www.dir.ca.gov/Public-Works/Contractor-Registration.html

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or $10,000 (whichever is greater). **Photocopy this form for additional firms.**

<table>
<thead>
<tr>
<th>Subcontractor Name and Location</th>
<th>Line Item &amp; Description</th>
<th>Subcontract Amount</th>
<th>Percentage of Bid Item Sub-contracted</th>
<th>Contractor License Number</th>
<th>DBE (Y/N)</th>
<th>DBE Cert Number</th>
<th>Annual Gross Receipts</th>
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<td>North State Surveys Berkeley, CA</td>
<td>Survey</td>
<td>16000</td>
<td>100%</td>
<td>657947</td>
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<td>Super Steel Stripe Fillmore, CA</td>
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<td>Y</td>
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Distribution: 1) Original-Local Agency File  2) Copy-DLAE w/ Award Package

Page 1 of 2
January 2019
### Exhibit 12-B  Bidder’s List of Subcontractor (DBE and Non-DBE) Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractor who provided a quote or bid but were not selected to participate as a subcontractor on this project. **Photocopy this form for additional firms.**

**Federal Project Number:** __________

<table>
<thead>
<tr>
<th>Subcontractor Name and Location</th>
<th>Line Item &amp; Description</th>
<th>Subcontract Amount</th>
<th>Percentage of Bid Item Subcontracted</th>
<th>Contractor License Number</th>
<th>DBE (Y/N)</th>
<th>DBE Cert Number</th>
<th>Annual Gross Receipts</th>
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<td>Name: Spotsley</td>
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<td>Name: Chrisp Co</td>
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<td>$2 million</td>
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</tbody>
</table>

Distribution: 1) Original-Local Agency File  2) Copy-DLAw w/ Award Package
MANDATORY SAFETY PROGRAM REQUIREMENTS

The City of Menlo Park requires that to be considered a responsive bid, that all bidders meet the following safety qualification guidelines. The bidder’s sub-consultant or sub-contractor shall be exempt from this section unless otherwise requested by the Engineer in writing. **Failure to provide the safety data sheets will result in a non-responsive bid.**

All Bidders must satisfy at least two of the three safety standards identified below. If a BIDDER cannot satisfy two of the three minimum safety standards, the City will consider a bid from BIDDER meeting only one of the minimum safety standards, however the BIDDER will be required to provide the services of a third-party safety consultant specializing in the type of work to be performed that is acceptable to the Engineer. The City will not be responsible for any additional costs incurred for providing the third-party safety consultant and BIDDER shall include such costs in its bid. The third-party safety consultant will be used in the capacity of reviewing the Contractor’s Site Safety and Project Safety Plans, providing periodic monitoring of site safety at a frequency to be determined by the Engineer, reviewing special safety hazards not addressed in the Contractor’s safety plans and reviewing and evaluating the safety incidents that occur during the project.

City of Menlo Park Minimum Safety Standards:

1. **Experience Modification Rate (EMR or Exmod):** Experience modification rates are calculated by the insurance industry as a way to determine equitable workers' compensation insurance premiums. It is calculated as a three-year moving average. A BIDDER shall have a current three-year average EMR of **1.0** or lower.

2. **Recordable Incident Rate (RIR):** The RIR is a measure of the frequency of injuries and is a measure of all occupational injuries and illnesses that occur within an organization. It is calculated from the OSHA Log 300 form. A BIDDER shall have a current three-year average RIR of **7.0** or lower.

3. **Lost Time Incident Rate:** The LTIR is an indicator of the severity of a company’s occupational injuries. The LTIR deals only with incidents that result in lost work time. Like the RIR, the information needed to calculate the LTIR is derived OSHA Log 300 form. A BIDDER shall have a current three-year average RIR of **4.6** or lower.

   All Bidders shall complete and submit the following forms and release with its bid.
MANDATORY SAFETY PROGRAM REQUIREMENTS
Experience Modification Rate

The following information will be used to determine if you meet the minimum safety requirements for this project.

You must not have a three-year average Workers' Compensation Experience Modification Rate (Ex-mod) greater than 1.0. Please provide verification of your Ex-mod from your insurer in your proposal and provide your current Ex-mod below:

Enter your Experience Modification Rate for the last three complete years (available from your insurance carrier).

<table>
<thead>
<tr>
<th>Year</th>
<th>EMR</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>1.01</td>
</tr>
<tr>
<td>2018</td>
<td>1.02</td>
</tr>
<tr>
<td>2017</td>
<td>.83</td>
</tr>
</tbody>
</table>

THREE-YEAR AVERAGE = .95
MANDATORY SAFETY PROGRAM REQUIREMENTS
Recordable Incident Rate

The following information will be used to determine if you meet the minimum safety requirements for his project. To qualify, you must not have a three-year average Recordable Incident Rate greater than 7.0. Incident rate information is on your OSHA Log 300. Please calculate the RIR for the last three complete years as follows.

\[
\text{Total number of recordable incidents} \times 200,000 = \text{RIR} \\
\text{Total employee hours worked}
\]

<table>
<thead>
<tr>
<th>Year</th>
<th>Number</th>
<th>Year</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>0</td>
<td>2019</td>
<td>80,019</td>
</tr>
<tr>
<td>2018</td>
<td>1</td>
<td>2018</td>
<td>108,787</td>
</tr>
<tr>
<td>2017</td>
<td>0</td>
<td>2017</td>
<td>100,157</td>
</tr>
</tbody>
</table>

Enter your Total Recordable Incident Rate for each of the last three complete years.

\[
\begin{align*}
2019 & \quad \text{RIR} = 2.5 \\
2018 & \quad \text{RIR} = 0 \\
2017 & \quad \text{RIR} = 9.98 \\
\text{Three-Year Average} & = 4.16
\end{align*}
\]
MANDATORY SAFETY PROGRAM REQUIREMENTS
Lost Time Incident Rate

The following information will be used to determine if you meet the minimum safety requirements for this project. To qualify, you must not have a three-year average Lost Time Incident Rate greater than 4.6. Incident rate information is on your OSHA Log 300. Please calculate the LTIR for the last three complete years as follows.

Total number of lost-time incidents x 200,000 = LTIR
Total employee hours worked

<table>
<thead>
<tr>
<th>Lost-time Incidents</th>
<th>Total Employee Hours Worked</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year</td>
<td>Number</td>
</tr>
<tr>
<td>2019</td>
<td>0</td>
</tr>
<tr>
<td>2018</td>
<td>0</td>
</tr>
<tr>
<td>2017</td>
<td>0</td>
</tr>
</tbody>
</table>

Enter your Lost Time Incident Rate for each of the last three complete years.

2019 LTIR = 0
2018 LTIR = 0
2017 LTIR = 5.99

Three-Year Average = 1.99
MANDATORY SAFETY PROGRAM REQUIREMENTS
Authorization to Disclose Information

To verify the information provided in your bid packet, we may contact your workers' compensation insurance company, agent, broker, safety consultants, or other related parties. Please provide your authorization to release this information. Failure to do so will result in automatic disqualification.

I authorize my insurance company, agent or broker, as well as any other party with knowledge of the Company's safety record, to disclose to the City of Menlo Park information concerning the Company's insurance coverage, claims, and safety record, including the Workers' Compensation Experience Modification Rate, Recordable Incident Rate, Lost Time Incident Rate, OSHA 300 log, claims history, or other safety issues or factors related to the Company's operations.

Company Name: Interstate Grading & Paving Inc

Authorized By: Craig Goom
Title: President

Signature: ____________________________ Date: 8-5-2020

This authorization shall remain in effect for the duration of the project or one year from date of signature. A copy of the authorization shall be as valid as the original.

Agent or Broker: Insight Agency

Address: P.O. Box 5238, Santa Rosa, CA 95402

Contact Name: Bill Zimmerman
Phone: 707-843-5425

Contact Email Address: service@insightagency.net

Safety Personnel or Consultant: In-house

Contact Person: Bruce Goom
Phone: 650-952-7333

Contact Email Address: tina@igpinc.com

Santa Cruz Avenue & Middle Avenue Street Rehabilitation Project
BIDDER'S FINANCIAL RESPONSIBILITY, TECHNICAL ABILITY & EXPERIENCE

THE LOW BIDDER MUST, UPON REQUEST, SHALL FURNISH EVIDENCE OF FINANCIAL RESPONSIBILITY AND ABILITY TO PERFORM THE WORK INCLUDED IN THIS PROPOSED CONTRACT. SUCH EVIDENCE MAY INCLUDE, BUT NOT BE LIMITED TO, A FINANCIAL STATEMENT AS OF THE DATE OF BID; A STATEMENT, WITH REFERENCES, OF THREE COMPLETED PROJECTS OF A SCOPE & PRICE SIMILAR TO THAT INCLUDED HEREIN; A STATEMENT OF THE LAST THREE PROJECTS PERFORMED REGARDLESS OF THEIR CHARACTER; AND SUCH OTHER INFORMATION WHICH WILL ENABLE THE PUBLIC WORKS DIRECTOR TO JUDGE THE BIDDER'S RESPONSIBILITY, EXPERIENCE, SKILL AND BUSINESS STANDING.

The bidder has been engaged in the contracting business under State License No. 346620 for a period of years and has the following DIR Registration No. 4J1F-------.

The bidder’s three recently completed projects similar to the work outlined by section -11 General of these special provisions for a Public Agency in the State of California:

1. Title of Project: __________________________
   Owner: __________________________
   Address: __________________________
   Telephone No.: __________________________
   Engineer in Charge: __________________________
   Date Accepted: __________________________

2. Title of Project: __________________________
   Owner: __________________________
   Address: __________________________
   Telephone No.: __________________________
   Engineer in Charge: __________________________
   Date Accepted: __________________________
3. Title of Project: __________________________________________________________
   Owner: __________________________________________________________________
   Address: __________________________________________________________________
   Telephone No.: __________________________________________________________________
   Engineer in Charge: __________________________________________________________________
   Date Accepted: __________________________________________________________________

Reference is hereby made to the following bank or banks as to the financial responsibility of the bidder:

Name of Bank                  Address
Bank of America       955 El Camino Real
                      80. San Francisco, CA 94080

Reference is hereby made to the following surety companies as to the financial responsibility and general reliability of the bidder:

Company: Liberty Mutual  c/o Gallagher Const. Services
Address: 1255 Battery #450 SF, Ca 94111

Company: __________________________________________________________
Address: __________________________________________________________
<table>
<thead>
<tr>
<th>CUSTOMER</th>
<th>PROJECT DESCRIPTION &amp; SCOPE OF WORK</th>
<th>LOCATION/ARCHITECT NAME</th>
<th>DATE COMPLETED</th>
<th>PROJECT AMOUNT</th>
<th>PROJECT MANAGER</th>
<th>PROJECT SUPERINTENDENT</th>
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<td>2018 Surface Treatment</td>
<td>Kaveh Forouhi</td>
<td>2018</td>
<td>$4,905,382.00</td>
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<td>Bruce Caron</td>
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<tr>
<td>KYA Group</td>
<td>Maria Carillo HS Stadium Improvements</td>
<td>Kevin Koschick</td>
<td>2018</td>
<td>$2,050,000.00</td>
<td>Craig Caron</td>
<td>Bruce Caron</td>
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<tr>
<td>Mt. View Whisman SD</td>
<td>Crittenden Middle School</td>
<td>Jason Cave</td>
<td>2018</td>
<td>$5,654,150.00</td>
<td>James Whitfield</td>
<td>Bruce Caron</td>
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<tr>
<td>Campbell Development</td>
<td>Bayrock Storage</td>
<td>Jimmy Campbell</td>
<td>2018</td>
<td>$1,390,594.00</td>
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<td>City of Piedmont</td>
<td>2017 Pavement Improvements</td>
<td>Matthew Vail</td>
<td>2018</td>
<td>$638,765.91</td>
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<td>Bruce Caron</td>
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<td>E. 39th Rehabs</td>
<td>Jimmy Vo</td>
<td>2018</td>
<td>$764,567.96</td>
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<td>city of south san</td>
<td>2016 Street Rehab</td>
<td>Dennis Shell</td>
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<td>Francisco</td>
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<td>Project</td>
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<td>Project Description</td>
<td>Contact Person</td>
<td>Phone 1</td>
<td>Phone 2</td>
<td>Phone 3</td>
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<td></td>
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<tr>
<td>Moraga Ave &amp; Highland Ave Pavement Project</td>
<td>Bruce Caron</td>
<td>650-903-6532</td>
<td>415-382-1188</td>
<td>650-522-7305</td>
<td></td>
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<tr>
<td>Doane and Drew Ave Reconstruction</td>
<td>Mike Pariiani</td>
<td>707-495-5201</td>
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<tr>
<td>Lowell High School New Classroom Building</td>
<td>David Armitz</td>
<td>650-599-1485</td>
<td>650-595-7468</td>
<td>650-522-7314</td>
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<tr>
<td>Monte Diablo Street Renovation</td>
<td>Olis Chan</td>
<td>650-599-1485</td>
<td>650-595-7468</td>
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<tr>
<td>Crystal Springs Path Reconstruction</td>
<td>Zack Azzari</td>
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<td>650-595-7468</td>
<td>650-522-7314</td>
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<tr>
<td>Norton Street Rehab</td>
<td>Evan Albert</td>
<td>650-599-1485</td>
<td>650-595-7468</td>
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<tr>
<td>2015 Mt. View Street Rehabilitation</td>
<td>Dickson Tam</td>
<td>650-903-6532</td>
<td>650-522-7305</td>
<td>650-522-7314</td>
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<tr>
<td>Aragon HS Paving</td>
<td>Hugh Whelan</td>
<td>707-993-0624</td>
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<tr>
<td>SSFUSD Stadium Renovations Phase I</td>
<td>Salem Samad</td>
<td>650-246-5974</td>
<td>650-903-6532</td>
<td>650-522-7314</td>
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<tr>
<td>SMUSD</td>
<td>Dave Bishop</td>
<td>650-578-3800</td>
<td>650-903-6532</td>
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<tr>
<td>Town of Colma</td>
<td>Mike Pariiani</td>
<td>650-903-6532</td>
<td>650-522-7305</td>
<td>650-522-7314</td>
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</table>

- **Moraga Ave & Highland Ave Pavement Project**
- **Doane and Drew Ave Reconstruction**
- **Lowell High School New Classroom Building**
- **Monte Diablo Street Renovation**
- **Crystal Springs Path Reconstruction**
- **2015 Pavement Reconstruction**
- **Norton Street Rehab**
- **2015 Mt. View Street Rehabilitation**
- **Aragon HS Paving**
- **SSFUSD Stadium Renovations Phase I**
- **SMUSD**
- **Town of Colma**

**City**

- **Piedmont City of**
- **Mountain View City of**
- **San Mateo County of**
- **Belmont City of**
- **San Mateo City of**
- **Mountain View City of**

**Contact Person**

- **Bruce Caron**
- **Mike Pariiani**
- **David Armitz**
- **Olis Chan**
- **Zack Azzari**
- **Dalia Manoelo**
- **Evan Albert**
- **Dickson Tam**
- **Hugh Whelan**
- **Salem Samad**
- **Dave Bishop**
- **Mike Pariiani**

**Phone Numbers**

- **650-903-6532**
- **415-382-1188**
- **650-522-7305**
- **650-599-1485**
- **650-595-7468**
- **650-522-7314**
- **707-993-0624**
- **650-246-5974**
- **650-578-3800**
- **650-903-6532**
- **650-522-7305**
- **650-522-7314**

**Costs**

- **$384,766.00**
- **$1,374,619.00**
- **$358,666.00**
- **$957,590.00**
- **$1,406,375.00**
- **$549,551.00**
- **$120,020.00**
- **$5,677,319.00**
- **$1,999,573.00**

**Project Timeline**

- **2016**
- **2015**
- **2014**

**Note:** This table lists various construction projects along with their respective contact persons, phone numbers, and costs. The timeline indicates when each project is scheduled to occur.
<table>
<thead>
<tr>
<th>Location</th>
<th>Project Description</th>
<th>Cost</th>
<th>Year</th>
<th>Contact Name</th>
<th>Phone Number</th>
<th>Project Manager</th>
<th>Team Leader</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Brisbane</td>
<td>2014 Overlay Project</td>
<td>$316,385.00</td>
<td>2014</td>
<td>karen kinser</td>
<td>415-508-2130</td>
<td>Mike Pariani</td>
<td>Bruce Caron</td>
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<tr>
<td>City of South San Francisco</td>
<td>Forbes Blvd Improvements</td>
<td>$3,664,255.84</td>
<td>2014</td>
<td>Sam Bautista</td>
<td>650-829-6652</td>
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<td>Bruce Caron</td>
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<tr>
<td>UC Hastings</td>
<td>McAllister Street Improvements</td>
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<td>Peter McDonnell</td>
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<td>SSFUSD</td>
<td>El Camino High School Stadium Renovations</td>
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<td>Salom Samad</td>
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<td>Mike Pariani</td>
<td>Bruce Caron</td>
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<tr>
<td>SFSU</td>
<td>Cox Stadium Path of Travel Improvements</td>
<td>$635,624.81</td>
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<td>Gregg Mowbrey</td>
<td>415-405-3948</td>
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<td>Bruce Caron</td>
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<td>City of San Mateo</td>
<td>Street Rehabilitation</td>
<td>$1,410,641.29</td>
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<td>Otis Chan</td>
<td>(650)522-7305</td>
<td>Steve Pariani</td>
<td>Bruce Caron</td>
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<td>Town of Woodside</td>
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<td>$580,704.65</td>
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<td>Doug Nguyen</td>
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<td>Bruce Caron</td>
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<td>Nick Goulta</td>
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<td>City of Menlo Park</td>
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<td>2013</td>
<td>Eric Hinkley</td>
<td>650-330-6749</td>
<td>Mike Pariani</td>
<td>Bruce Caron</td>
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<td>City of Redwood City</td>
<td>Shoreway-Skyway Bike Improvements</td>
<td>$108,807.95</td>
<td>2013</td>
<td>Christian Hammack</td>
<td>650-780-7378</td>
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<td>Town of Colma</td>
<td>Road Rehabilitation</td>
<td>$82,306.48</td>
<td>2013</td>
<td>Muneer Ahmed</td>
<td>650-757-8888</td>
<td>Mike Pariani</td>
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<td>Proponent</td>
<td>Project Description</td>
<td>Amount</td>
<td>Fiscal Year</td>
<td>Project Manager</td>
<td>Planner</td>
<td>Supervisor</td>
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<td>Safeway/Tilton Pacific</td>
<td>Safeway - Millbrae</td>
<td>$ 750,501.20</td>
<td>2013</td>
<td>Brent Judd</td>
<td>916-630-7200</td>
<td>Jay Enbom</td>
<td>Bruce Caron</td>
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<td>City of Hayward</td>
<td>Pavement Rehabilitation</td>
<td>$ 727,913.45</td>
<td>2013</td>
<td>David Torres</td>
<td>510-583-4751</td>
<td>Mike Pariani</td>
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<td>City of Brisbane</td>
<td>Bayshore Bus Stop</td>
<td>$ 167,284.71</td>
<td>2013</td>
<td>karen kinser</td>
<td>415-508-2130</td>
<td>Mike Pariani</td>
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<td>SFSU</td>
<td>Multi-Use Recreation Area &amp; Fields</td>
<td>$ 1,732,766.00</td>
<td>2013</td>
<td>Gregg Mowbrey</td>
<td>415-405-3948</td>
<td>Jay Enbom</td>
<td>Bruce Caron</td>
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<td>San Mateo USD</td>
<td>Burlingame HS Civil Improvements</td>
<td>$ 1,742,250.00</td>
<td>2013</td>
<td>Nicole King</td>
<td>707-933-0624</td>
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<td>City of Palo Alto</td>
<td>Alma Street Improvements</td>
<td>$ 1,480,960.00</td>
<td>2013</td>
<td>Murdo Nicolson</td>
<td>650-617-3154</td>
<td>Jay Enbom</td>
<td>Bruce Caron</td>
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<td>City of Cupertino</td>
<td>2012 Pavement Maintainance</td>
<td>$ 2,455,515.00</td>
<td>2013</td>
<td>Roger Lee</td>
<td>408-777-3350</td>
<td>Steve Pariani</td>
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<td>City of Los Gatos</td>
<td>Creekside Park</td>
<td>$ 2,055,741.28</td>
<td>2012</td>
<td>Kevin Rohani</td>
<td>408-399-5773</td>
<td>Jay Enbom</td>
<td>Bruce Caron</td>
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<td>City of San Bruno</td>
<td>Lions Field</td>
<td>$ 1,110,844.00</td>
<td>2012</td>
<td>will anderson</td>
<td>650-616-7052</td>
<td>Jay Enbom</td>
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<td>Cypress Lawn Cemetary</td>
<td>Cypress Avenue West Side Pavement Renovations</td>
<td>$ 55,700.00</td>
<td>2012</td>
<td>Nick Goults</td>
<td>650-550-8858</td>
<td>Mike Pariani</td>
<td>Bruce Caron</td>
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<td>City of Campbell</td>
<td>Campbell Avenue Resurfacing</td>
<td>$ 553,854.50</td>
<td>2012</td>
<td>Reina Antonio</td>
<td>408-866-2161</td>
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<td>City of Berkeley</td>
<td>City of El Cerrito</td>
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<td>CCSF Practice Field</td>
<td>Highlands Field Renovations</td>
<td>George Washington High School Field Improvements</td>
<td>Lowell High School</td>
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<td>Sacramento Street Rehabilitation Project</td>
<td>2011 Street Paving Project</td>
<td>Reconstruction of Portions of Princeton, Avenue and Broadway</td>
<td>San Francisco USD</td>
<td>Michelle Li</td>
<td>Ryan O'Kane</td>
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<td>Kaiser</td>
<td>ssf ada improvements</td>
<td>$100,410.00</td>
<td>2010</td>
<td>Dexter Lee</td>
<td>650-299-4491</td>
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<td>fremont medical center improvements</td>
<td>$237,224.00</td>
<td>2010</td>
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<td>650-299-4491</td>
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<td>redwood city ada improvements</td>
<td>$66,770.00</td>
<td>2010</td>
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<td>$100,532.00</td>
<td>2010</td>
<td>Jeff Houston</td>
<td>415-284-1452</td>
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<td>City of South San Francisco</td>
<td>wet weather phase II-central</td>
<td>$523,547.17</td>
<td>2009</td>
<td>Curt Luck</td>
<td>650-522-2500</td>
<td>Mike Pariani</td>
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<td>City of Brisbane</td>
<td>bike lane improvements</td>
<td>$627,076.30</td>
<td>2009</td>
<td>Karen Kinser</td>
<td>415-508-2130</td>
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<td>City of Millbrae</td>
<td>Millbrae street repair</td>
<td>$946,380.23</td>
<td>2009</td>
<td>Florian Ebo</td>
<td>650-259-2339</td>
<td>Jay Enborn</td>
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<td>Plant Construction</td>
<td>PHS&amp; Adaptive Reuse site improvements, SF</td>
<td>$186,300.00</td>
<td>2009</td>
<td>Don Libby</td>
<td>415-509-3226</td>
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<td>County of San Mateo</td>
<td>San Carlos Airport Runway Improvements</td>
<td>$357,167.00</td>
<td>2009</td>
<td>Elias Travis</td>
<td>916-971-3961</td>
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<td>SSF Scavengers</td>
<td>Bay Trail Bridge and Ac Improvements, SSF</td>
<td>$480,000.00</td>
<td>2009</td>
<td>Doug Button</td>
<td>650-589-4929</td>
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<td>Bruce Caron</td>
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<td>Ralph Larsen &amp; Sons</td>
<td>Crystal Springs Uplands School Upgrades, San Bruno</td>
<td>$445,762.00</td>
<td>2009</td>
<td>Don Texeira</td>
<td>650-579-0339</td>
<td>Bruce Caron</td>
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<td>Merritt College</td>
<td>Merritt College Tennis court renovations</td>
<td>$261,900.00</td>
<td>2009</td>
<td>Calvin Ransom 510-434-3911</td>
<td>Steve Pariani</td>
<td>Bruce Caron</td>
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<td>city and county of san francisco airports commission</td>
<td>on call paving contract #8626</td>
<td>$1,949,983.00</td>
<td>2009</td>
<td>Stan Palat 650-821-7735</td>
<td>Mike Pariani</td>
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<td>city of brisbane</td>
<td>bike lane improvements</td>
<td>$627,076.30</td>
<td>2009</td>
<td>Karen Kinser 415-508-2130</td>
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<td>city of san bruno</td>
<td>street rehabilitation 2008-09</td>
<td>$1,260,727.14</td>
<td>2009</td>
<td>Will Anderson 650-616-7052</td>
<td>Mike Pariani</td>
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<td>San Mateo Unified School District</td>
<td>4 high schools grandstand and ADA Path of Travel</td>
<td>$5,775,000.00</td>
<td>2009</td>
<td>Trevor Thomas 707-933-0624</td>
<td>Jay Enbom</td>
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<td>city of south san francisco</td>
<td>wet weather phase II-central</td>
<td>$523,547.17</td>
<td>2008</td>
<td>Curt Luck 650-522-2500</td>
<td>Mike Pariani</td>
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<td>san mateo union high school district</td>
<td>Burlingame high school practice field</td>
<td>$1,072,601.59</td>
<td>2008</td>
<td>Trevor Thomas 707-933-0624</td>
<td>Jay Enbom</td>
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<td>city of san bruno</td>
<td>san bruno overlay</td>
<td>$1,738,970.49</td>
<td>2009</td>
<td>Nader Dahu 650-616-7047</td>
<td>Mike Pariani</td>
<td>Bruce Caron</td>
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<td>j.m. o'neil</td>
<td>200 oyster point, ssf</td>
<td>$1,011,702.00</td>
<td>2008</td>
<td>Keith Prosser 925-225-1700</td>
<td>Mike Pariani</td>
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<td>San Mateo Unified School District</td>
<td>Burlingame high school - phase 5 landscape restoration</td>
<td>$1,102,000.00</td>
<td>2008</td>
<td>Trevor Thomas 707-933-0624</td>
<td>Mike Pariani</td>
<td>Bruce Caron</td>
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<td>kaiser health foundation</td>
<td>1200 el camino real, kaiser hospital, ssf, ac overlay</td>
<td>$75,940.00</td>
<td>2008</td>
<td>Dexter Lee 650-299-4491</td>
<td>Mike Pariani</td>
<td>Bruce Caron</td>
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<td>Project Name</td>
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<td>Cost</td>
<td>Year</td>
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<td>jmb construction</td>
<td>Wet Weather Phase 2, West area</td>
<td>$256,124.00</td>
<td>2008</td>
<td>John Burke</td>
<td>650-267-5300</td>
<td>415-468-1275f</td>
<td>Craig Caron Bruce Caron</td>
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<td>j.m. oneil</td>
<td>180 Oyster Point, SFF Ph 2</td>
<td>$490,010.00</td>
<td>2008</td>
<td>Keith Prosser</td>
<td>925-225-1200</td>
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<td>Mike Panani Bruce Caron</td>
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<td>west contra costa unified school dist</td>
<td>Hercules High School Track and Field</td>
<td>$4,318,000.00</td>
<td>2008</td>
<td>Willie Robinson</td>
<td>415-722-4167</td>
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<td>Jay Enbom Bruce Caron</td>
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<td>shames construction</td>
<td>Tj Max Retail Store, Westlake Shopping Center</td>
<td>$176,834.00</td>
<td>2008</td>
<td>Brian Carlson</td>
<td>(925) 766-6859</td>
<td>925-606-3003f</td>
<td>Craig Caron Bruce Caron</td>
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<td>city of hayward</td>
<td>Various Areas Rehabilitation</td>
<td>$651,535.53</td>
<td>2008</td>
<td>Mustafa Taha</td>
<td>510-583-4000</td>
<td>510-583-4738f</td>
<td>Mike Panani Bruce Caron</td>
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<td>city of san bruno</td>
<td>FY 2007-08 Resurfacing &amp; Overlay Project</td>
<td>$1,728,867.00</td>
<td>2008</td>
<td>Nader Dahu</td>
<td>650-616-7047</td>
<td>650-794-1449f</td>
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<td>San Mateo Unified School District</td>
<td>4 High Schools Track and Field Improvements (Aragon, Mills, Capuchino, Hillsdale)</td>
<td>$6,755,000.00</td>
<td>2008</td>
<td>Todd Lee</td>
<td>707-933-0624</td>
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<td>West Contra Costa Unified School Dist</td>
<td>Hercules High School Athletic Field</td>
<td>$4,729,000.00</td>
<td>2008</td>
<td>Tony Catrino</td>
<td>510-307-4543</td>
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<td>Jay Enbom Bruce Caron</td>
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<td>City of Mountain View</td>
<td>Graham Reservoir Phase II</td>
<td>$3,078,066.00</td>
<td>2007</td>
<td>Keith Marshall</td>
<td>650-793-1274</td>
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<td>Jay Enbom Bruce Caron</td>
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<td>carstens realty</td>
<td>Lawrelwood Shopping Center Improvements</td>
<td>$540,139.00</td>
<td>2007</td>
<td>Chris Carsten</td>
<td>650-349-0431</td>
<td>650-349-0367f</td>
<td>Craig Caron Bruce Caron</td>
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<td>shaw pipeline</td>
<td>Skyway Road</td>
<td>$97,500.00</td>
<td>2007</td>
<td>Matt Shaw</td>
<td>415-337-0190</td>
<td>415-337-6245f</td>
<td>Mike Panani Bruce Caron</td>
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<td>City/Municipality</td>
<td>Project Description</td>
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<td>Manager</td>
<td>Director</td>
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<td>City of Morgan Hill</td>
<td>Outdoor Sports Complex</td>
<td>$5,987,000.00</td>
<td>2007</td>
<td>Glen Ritter (408)776-7337</td>
<td>Jay Enbom</td>
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<td>City of Berkeley</td>
<td>Gilman Street Overlay</td>
<td>$687,179.50</td>
<td>2007</td>
<td>Wendy Wong (510)981-6428</td>
<td>Mike Pariani</td>
<td>Bruce Caron</td>
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<td>Alten Construction</td>
<td>George Washington High School</td>
<td>$832,100.00</td>
<td>2007</td>
<td>James Mitchell (415)720-0006</td>
<td>Mike Pariani</td>
<td>Bruce Caron</td>
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<td>San Francisco Unified School District</td>
<td>Thurgood Marshall High School Improvements</td>
<td>$2,557,150.00</td>
<td>2007</td>
<td>Erin Hirst (415)517-6578</td>
<td>Mike Pariani</td>
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<td>City of SSF</td>
<td>Grand Ave-Spruce to Chestnut Rehabilitation, SSF</td>
<td>$547,975.00</td>
<td>2007</td>
<td>Raul Dacanay (650)829-6662</td>
<td>Craig Caron</td>
<td>Bruce Caron</td>
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<td>City of San Carlos</td>
<td>Street Repair 2007</td>
<td>$763,497.00</td>
<td>2007</td>
<td>Yousef Moradzaeh (650)482-6369</td>
<td>Mike Pariani</td>
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<td>City of Redwood City</td>
<td>Red Morton Community Park Sports Fields</td>
<td>$3,957,280.05</td>
<td>2007</td>
<td>Rick Young (650)746-2407</td>
<td>Jay Enbom</td>
<td>Bruce Caron</td>
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<td>Hathaway Dinwiddie</td>
<td>East Grand, SSF</td>
<td>$310,757.00</td>
<td>2007</td>
<td>Wayne Chang (415)297-1765</td>
<td>Craig Caron</td>
<td>Bruce Caron</td>
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<td>City of Belmont</td>
<td>Belmont 2007 Overlay</td>
<td>$88,875.00</td>
<td>2007</td>
<td>Rosemary Field (650)637-4701</td>
<td>Mike Pariani</td>
<td>Bruce Caron</td>
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<td>J.M. O'Neill</td>
<td>180 Oyster Point, SSF Ph 1</td>
<td>$1,071,250.00</td>
<td>2007</td>
<td>Keith Prosser (925)225-1200</td>
<td>Craig Caron</td>
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<td>City of San Mateo</td>
<td>2007 City Wide Base Failure</td>
<td>$389,900.00</td>
<td>2007</td>
<td>Otis Chan (650)522-7305</td>
<td>Mike Pariani</td>
<td>Bruce Caron</td>
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<td>Project Description</td>
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<td>Selby Lane</td>
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<td>Jefferson School District</td>
<td>Mike Pariani</td>
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<td>Dublin Unified School District</td>
<td>Mike Pariani</td>
<td>650-752-0532</td>
<td>2006</td>
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<td>LEDCOR Construction</td>
<td>Mike Pariani</td>
<td>650-752-0532</td>
<td>2006</td>
<td>$1,169,500.00</td>
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<td>Dublin High School New Track and Field Additions</td>
<td>Mike Pariani</td>
<td>650-752-0532</td>
<td>2006</td>
<td>$1,169,500.00</td>
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<td>Costco Gas Station &amp; Site Improvements</td>
<td>Mike Pariani</td>
<td>650-752-0532</td>
<td>2006</td>
<td>$684,105.80</td>
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<td>Guadalupe Canyon Parkway Street Reconstruction Phase I</td>
<td>Mike Pariani</td>
<td>650-752-0532</td>
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<td>$676,500.00</td>
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<td>Street Reconstruction Phase II</td>
<td>Mike Pariani</td>
<td>650-752-0532</td>
<td>2006</td>
<td>$528,163.00</td>
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<td>Public Storage Mountain View</td>
<td>Mike Pariani</td>
<td>650-752-0532</td>
<td>2006</td>
<td>$512,872.00</td>
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<td>City of Mountain View Annual Street Resurfacing</td>
<td>Mike Pariani</td>
<td>650-752-0532</td>
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<td>$776,500.00</td>
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<td>City of Atherton Phase 2</td>
<td>Mike Pariani</td>
<td>650-752-0532</td>
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<td>$776,500.00</td>
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<td>Pino Valley High School Field Renovations</td>
<td>Mike Pariani</td>
<td>650-752-0532</td>
<td>2006</td>
<td>$511,808.00</td>
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<td>West Contra Costa Unified School District</td>
<td>Mike Pariani</td>
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<td>City of Hayward</td>
<td>Pavement reconstruction</td>
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<td>2005</td>
<td>Mustafa Taha</td>
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<td>City of South San Francisco</td>
<td>Mission Road paving</td>
<td>$376,943.50</td>
<td>2005</td>
<td>Raul Dacanay</td>
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<td>City of San Carlos</td>
<td>Street Patching Paving Project 2005</td>
<td>$544,129.00</td>
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<td>Bob Eppler</td>
<td>Mike Pariani</td>
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<td>City of Milpitas</td>
<td>2005 Street Resurfacing Project O. 4223</td>
<td>$548,398.00</td>
<td>2005</td>
<td>Jimmy Nguyen</td>
<td>Mike Pariani</td>
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<td>408-586-3318</td>
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<td>Gilroy Unified School District</td>
<td>Gilroy High School Stadium Upgrades; Bid No. 0405-2</td>
<td>$1,278,400.00</td>
<td>2005</td>
<td>Bob Turner</td>
<td>Jay Enborn</td>
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<td>Livermore Valley Joint USD</td>
<td>Livermore &amp; Granada High School Field Renovations</td>
<td>$2,142,300.00</td>
<td>2005</td>
<td>Floyd Wilson</td>
<td>Jay Enborn</td>
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<td>925-382-0839</td>
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<td>City of Redwood City</td>
<td>Broadway/Woodside Intersection Modifications</td>
<td>$143,463.25</td>
<td>2005</td>
<td>Peter Delgado</td>
<td>Mike Pariani</td>
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<td>650-780-7373</td>
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<td>City of San Carlos</td>
<td>El Camino Real Median Modifications, Project No. 25-9499</td>
<td>$185,800.00</td>
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<td>Bob Eppler</td>
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<td>Town of Colma</td>
<td>Junipero Serra Blvd. Beautification Projects, Phase I</td>
<td>$1,214,640.00</td>
<td>2005</td>
<td>Kamal Fallaha</td>
<td>Mike Pariani</td>
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<td>650-522-2503</td>
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<td>Tamalpais Union High School</td>
<td>Tampalpais High School, Athletic Field Renovation</td>
<td>$3,380,800.00</td>
<td>2005</td>
<td>Inskip James</td>
<td>Mike Pariani</td>
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<td>District</td>
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<td>San Jose Unified School District</td>
<td>San Jose 6 High School Stadium Renovations</td>
<td>$14,925,957.00</td>
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<td>Mike Hiddleson,</td>
<td>Jay Enborn</td>
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<td>Kitchell CEM</td>
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<td>Project Details</td>
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<td>Route 290 on/off ramps reconstruction</td>
<td>$757,040.00</td>
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<td>Lower south lane overlay &amp; shoulders project</td>
<td>$360,181.75</td>
<td>2004</td>
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<td>Loop road realignment &amp; project 1 &amp; 7</td>
<td>$1,906,293.00</td>
<td>2004</td>
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<td>City of San Bruno foothills - De Anza community college district</td>
<td>$1,091,550.80</td>
<td>2004</td>
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<td>City of Berkeley street rehabilitation project FY 2003</td>
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<td>2004</td>
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<td>City of San Bruno upper south lane, overlay project</td>
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<td>2004</td>
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<td>Pier 96, San Francisco paving</td>
<td>$30,483.60</td>
<td>2004</td>
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<td>Pier 96, San Francisco street resurfacing 2003-2004</td>
<td>$1,128,478.50</td>
<td>2004</td>
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<td>3rd St. &amp; Cargo Way, Martin St. San Francisco, parking lot</td>
<td>$1,602,200.00</td>
<td>2003</td>
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<td>Devon-Fitzsimon Center St. plus</td>
<td>$125,825.00</td>
<td>2003</td>
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<td>Hillborough, washout repairs</td>
<td>$137,859.33</td>
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<td>Description</td>
<td>Amount</td>
<td>Year</td>
<td>Contact Person 1</td>
<td>Contact Person 2</td>
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<td>town of san anselmo</td>
<td>2002/03 measure g improve phase II</td>
<td>$676,363.50</td>
<td>2003</td>
<td>Woytek Zaboroski 415-507-4176</td>
<td>Mike Pariani Joe Caron</td>
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<td>j.welch</td>
<td>demolish 233 so.maple</td>
<td>$21,016.96</td>
<td>2003</td>
<td>n/a</td>
<td>Mike Pariani Joe Caron</td>
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<td>sequoia union high school dist</td>
<td>sequoia hs &amp; woodside hs. Rwc, SYNTHETIC TURF &amp; ALL WEATHER TRACK</td>
<td>$2,950,000.00</td>
<td>2003</td>
<td>David Leong, DES Arch. 650-364-6453</td>
<td>Jay Enbom Joe Caron</td>
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<td>j. flores</td>
<td>340 post street, sf - williams sonoma, paving</td>
<td>$34,057.00</td>
<td>2003</td>
<td>Brian 415-337-2934</td>
<td>Craig Caron Joe Caron</td>
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<td>green hills country club</td>
<td>lengthen &amp; relocate tee box</td>
<td>$8,325.00</td>
<td>2003</td>
<td>n/a</td>
<td>Mike Pariani Joe Caron</td>
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<td>field turf</td>
<td>bishop o'dowd, grade &amp; pave for synthetic field &amp; all weather track</td>
<td>$331,759.90</td>
<td>2003</td>
<td>C.J. Collins 707-586-8873</td>
<td>Mike Pariani Joe Caron</td>
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<td>vallejo city unified school dist</td>
<td>corbus field, vallejo high, 840 nebraska, vallejo, synthetic field</td>
<td>$521,883.00</td>
<td>2003</td>
<td>Robert Henley 707-421-8795</td>
<td>Mike Pariani Joe Caron</td>
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<td>isec &amp; troys contracting</td>
<td>golden gate park-conservatory of flowers, path paving</td>
<td>$125,381.40</td>
<td>2003</td>
<td>Brian Kajinka 530-759-1616</td>
<td>Jay Enbom Joe Caron</td>
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<td>city of milpitas</td>
<td>2003 st resurfacing, project no. 4182</td>
<td>$226,234.00</td>
<td>2003</td>
<td>Jimmie Nguyen 408-586-3318</td>
<td>Mike Pariani Joe Caron</td>
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<td>ucsf</td>
<td>614 forbes ave., ssf, ac patches</td>
<td>$2,880.00</td>
<td>2003</td>
<td>Dexter Lee 415-476-8115</td>
<td>Craig Caron Joe Caron</td>
<td></td>
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</tbody>
</table>
Note: Bidders may use this form as the Bid Bond to accompany proposals or may substitute
standardized bond forms prepared by their surety. If substitute forms are submitted, the following
text shall be included.

KNOW ALL PERSONS BY THESE PRESENTS, that we, Interstate Grading and Paving, Inc., as
Principal, and Liberty Mutual Insurance Company, as Surety, are held and firmly bound unto the City of Menlo Park, hereinafter called "City", in penal
sum of ten percent (10%) OF THE TOTAL AMOUNT OF THE PROPOSAL submitted to the said
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 Proposal dated March 5, 2020, for the SANTA CRUZ
AVENUE & MIDDLE AVENUE STREET REHABILITATION PROJECT.

NOW, THEREFORE, if the Principal shall not withdraw said Proposal prior to the date and time for
the opening of bids, and if the Principal is awarded the Contract and shall within the period specified
in the Proposal after receiving notice that the Contract has been awarded and the prescribed forms
are presented to him/her for signature, enter in a written Contract with the City, in accordance with
the Proposal as accepted and give insurance and bond with good and sufficient surety or sureties,
as may be required, for the faithful performance and proper fulfillment of such Contract and for the
payment for labor and materials used for the performance of the Contract, or in the event of the
withdrawal of said Proposal within the period specified or the failure to enter into such Contract and
give such City bonds, within the time specified, if the Principal shall pay the City the difference
between the amount specified in said Proposal and the amount for which the City may procure the
required work and/or supplies, if the latter amount be in excess of the former, together with all costs
incurred by the City in again calling for bids, then the above obligation shall be voided and of no
effect, otherwise to remain in full force and virtue.

Surety, for value received, hereby stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the Contract on the call for bids, or to the work to be performed
thereunder, or the specifications accompanying the same, shall in anywise affect its obligation under
this bond, and it does hereby waive notice of any such change, extension of time, alteration or
addition to the terms of said Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall
pay all costs incurred by the City in such suit, including a reasonable attorney's fee to be fixed by
the court.
IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this 3rd day of March, 2020, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

(Corporate Seal)

Interstate Grading and Paving, Inc.
Principal
By: [Signature]
Title: [Signature]

(Acknowledgment)

(Corporate Seal)

Liberty Mutual Insurance Company
Surety
By: [Signature]
Attorneys-in-fact Janet C. Rojo
Title Attorney-in-Fact

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.

NOTE TO SURETY COMPANY: The following form of acknowledgment should be used. If any other form of acknowledgment is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

NOTARIAL ACKNOWLEDGMENT OF ATTORNEY-IN-FACT OF SURETY

STATE OF CALIFORNIA }
COUNTY OF ________ }

On __________, before me, ______________ a Notary Public, personally appeared ____________________________, personally known to me (or 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 they executed the same in their authorized capacity(ies), and that by their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(Seal)

Santa Cruz Avenue & Middle Avenue Street Rehabilitation Project
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 San Mateo

On March 10, 2020 before me, Tina-Marie Mason, Notary Public (insert name and title of the officer)

personally appeared Craig Caron, 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 Tina-Marie Mason (Seal)
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 __San Francisco____________

On ____March 3, 2020_________ before me, ____Betty L. Tolentino, Notary Public_________ (insert name and title of the officer)

personally appeared __________Janet C. Rojo______________________, 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)
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: 8197921-024125

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, Julia Ortega, Susan M. Edline, Gillian Bhaskaran, all of the city of Lafayette state of California; Susan Hecker, M. Moody, Janet C. Rojo, R.A. Bass, Virginia L. Black, Brittany Kavan, T. Le, Maureen O'Connell, Kevin Re, Betty L. Tolentino, Robert P. Wrixon, K. Zereunian, all of the city of San Francisco state of California 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 7th day of November, 2018.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: 

David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 7th day of November, 2018 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 purpose therein contained by signing on behalf of the Companies 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
Notarial Seal
Teressa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2024

By: 

Teressa 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 affect 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 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 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 3rd day of March, 2020.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: 

Renee C. Llewellyn, Assistant Secretary
SANTA CRUZ AVE. & MIDDLE AVE. STREET REHABILITATION PROJECT
FEDERAL PROJECT NO. STPL 5273 (026)
ADDENDUM NO. 1
February 19, 2020

THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO INCLUDE AND ACKNOWLEDGE THE ADDENDUM MAY RESULT IN THE BID BEING REJECTED AS NOT RESPONSIVE.

Instructions: The bidder must sign this addendum in the space provided below and enclose one signed copy with the bid. Failure to enclose this signed copy with the bid proposal shall not relieve the bidder of his obligation to incorporate these changes to this proposal.

Modification of Bid Opening Date

The following date change shall apply throughout the specifications:

BID OPENING
Sealed bids containing the completed Bid Proposal, and subject to the conditions named herein and in the Contract Documents for SANTA CRUZ AVE. & MIDDLE AVE. STREET REHABILITATION PROJECT, FEDERAL PROJECT NO. STPL 5273 (026) addressed to the City of Menlo Park, will be received at City Hall, 701 Laurel Street, Menlo Park, CA 94025 up to Thursday, March 5th, 2020 at 2:00 PM at which time bids will be publicly opened and read.

Approved by:

Christopher T. Lamm, Assistant Public Works Director/City Engineer

Acknowledgement (signature required below):

Tina-Marie Lason
BIDDER'S SIGNATURE
3/5/2020
DATE

Tina-Marie Lason
BIDDER'S NAME
Ast. Project Manager
BIDDER'S TITLE
Interstate Grading & Paving, Inc.
COMPANY
THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO INCLUDE AND ACKNOWLEDGE THE ADDENDUM MAY RESULT IN THE BID BEING REJECTED AS NOT RESPONSIVE.

Instructions: The bidder must sign this addendum in the space provided below and enclose one signed copy with the bid. Failure to enclose this signed copy with the bid proposal shall not relieve the bidder of his obligation to incorporate these changes to this proposal.

Addendum No. 2 includes additional language regarding bid protests and the insertion of Federal Wage Rates to the Project Specifications.

The following revisions shall apply throughout the specifications:

1. Add a paragraph on Section 3-1.1 of the Project Specifications to read:
   Bid protests are to be submitted, in writing, three working days after the bid opening, failure to submit a bid protest within three days will be rejected. Only general contractors who submit a bid may submit a protest.

   Bid protests are to be delivered to the following address:
   City of Menlo Park, City Engineer, 701 Laurel Street, Menlo Park, CA 94025.

2. Updated Federal Wage Rates attached hereto as Appendix C of the Project Specifications.

Approved by:

[Signature]
Christopher T. Lamm, Assistant Public Works Director/City Engineer

Acknowledgement (signature required below):

[Signature]
Tina-Marie Mason
BIDDER'S SIGNATURE

Tina-Marie Mason
BIDDER'S NAME

Ast Project Manager
BIDDER'S TITLE

Interstate Grading & Paving, Inc.
COMPANY

3/5/20
DATE
THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO INCLUDE AND ACKNOWLEDGE THE ADDENDUM MAY RESULT IN THE BID BEING REJECTED AS NOT RESPONSIVE.

Instructions: The bidder must sign this addendum in the space provided below and enclose one signed copy with the bid. Failure to enclose this signed copy with the bid proposal shall not relieve the bidder of his obligation to incorporate these changes to this proposal.

**Addendum No. 3 includes the following provisions:**

The following revisions shall apply throughout the specifications:

1. Exhibit 12-B: Bidder's List of Subcontractors (DBE and non-DBE), attached hereto per federal requirements, shall be submitted as part of the bid.

2. **Bid Opening date extension**
   Sealed bids containing the completed bid proposal, and subject to the conditions named herein and in the Contract Documents for SANTA CRUZ AVE. & MIDDLE AVE. STREET REHABILITATION PROJECT, FEDERAL PROJECT NO. STPL 5273 (026), shall be addressed to the City of Menlo Park. Bid proposals will be received at City Hall, 701 Laurel Street, Menlo Park, CA 94025 up to **Tuesday, March 10th, 2020 at 2:00PM** at which time bids will be publicly opened and read.

Approved by:

Christopher T. Lamm, Assistant Public Works Director/City Engineer

Acknowledgement (signature required below):

**Tina Marie Mason**

BIDDER'S SIGNATURE

**Tina Marie Mason**

BIDDER'S NAME

**Apt, Project Manager**

BIDDER'S TITLE

**Interstate Grading & Paving Inc.**

COMPANY

3/5/20

DATE
THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO INCLUDE AND ACKNOWLEDGE THE ADDENDUM MAY RESULT IN THE BID BEING REJECTED AS NOT RESPONSIVE.

Instructions: The bidder must sign this addendum in the space provided below and enclose one signed copy with the bid. Failure to enclose this signed copy with the bid proposal shall not relieve the bidder of his obligation to incorporate these changes to this proposal.

Addendum No. 4 includes updated Federal Wage Rates to the Project Specifications.

The following revisions shall apply throughout the specifications:

1. Updated Federal Wage Rates, attached hereto as Appendix C of the Project Specifications, shall supercede the previous version in Addendum 2.

Approved by:

Christopher T. Lamm, Assistant Public Works Director/City Engineer

Acknowledgement (signature required below):

Tina-Marie Mason

3/10/2020

DATE
BIDDER'S QUALIFICATION STATEMENT

All Prospective Bidders must submit the Qualification Statement (QS) herewith in a separately sealed envelope, along with the Bid Package.

Qualifications Statement Requirements: Prospective Bidders shall submit all information and forms specified in the Qualifications Statement, including the Response Sheets and resumes for key personnel. Failure to provide the required responsibility information as indicated herewith shall constitute grounds for rejection of the QS.

Review of the Qualifications Statement: All information submitted for qualification evaluation will be considered official information acquired in confidence and the City will maintain its confidentiality to the extent permitted by law.

The City and/or its designee will review and evaluate the information contained in each Prospective Bidder’s QS within five (5) days and notify Prospective Bidders, whether their QS is found responsive and responsible for this project. The sole and discretionary judgment of the City and/or its designee will determine if a Prospective Bidder is deemed responsible and responsive.

Protesting a Disqualification: Prospective Bidders who are disqualified for this project, may submit a protest to the City. This protest must be submitted in writing and must provide a basis or grounds for the protest. This written protest must be received by the City within five (5) days of the date the City issues a disqualification notification.
RESPONSE SHEETS

Please answer the following questions and sign the Qualification Statement certification for Santa Cruz Avenue & Middle Avenue Street Rehabilitation Project:

Contractor will be immediately disqualified if the answer to any of questions 1 through 9 is "No."

1. Contractor has a liability insurance policy with a policy limit of at least $2,000,000 per occurrence and $4,000,000 aggregate.
   □ Yes □ No

2. Contractor has current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.
   □ Yes □ No

3. Contractor's Field Superintendent/Foreman has a minimum of five (5) years of construction experience doing similar scope of work per the project description, each with a minimum construction value of $100,000. Please attach a copy of a resume of the proposed Field Supervisor/Foreman, detailing the similar project descriptions, project responsibilities, relevant experience, and project owner references including current contact information.
   □ Yes □ No

4. Safety. Has the Contractor maintained an Experience Modification Rate (EMR) of 1.00 or less, on each of the last three (3) years?
   □ Yes □ No

Contractor will be may be disqualified if the answer to any of questions 5 through 16 is "Yes". Explanation deemed to be Assistant Public Works Director/City Engineer

5. Has your contractor's license been revoked at any time in the last five (5) years?
   □ Yes □ No

6. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?
   □ Yes □ No

7. At the time of submitting this Qualification Statement, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to Labor Code section 1777.1.
   □ Yes □ No

8. At any time during the last five years, has your firm or any of its officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?
   □ Yes □ No

9. Was your firm in bankruptcy at any time during the last five years?
   □ Yes □ No
10. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?
   [ ] Yes   [ ] No

11. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?
   [ ] Yes   [ ] No

12. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?
   [ ] Yes   [ ] No

13. Defaulted on a contract forcing a surety to suffer a loss?
   [ ] Yes   [ ] No

14. Had any mediation or arbitration on a contract initiated by the owner/public agency?
   [ ] Yes   [ ] No

15. Has the Contractor been fined, penalized or otherwise found to have violated any State or Federal fair employment provision or law?
   [ ] Yes   [ ] No

16. Has the Contractor been fined, penalized or otherwise found to have violated any prevailing wage provisions?
   [ ] Yes   [ ] No

   Explanation field for the ones they answered yes, subject for review, not automatic disqualified. Need to update this language.

Qualifications Statement Certification. The Undersigned declares under penalty of perjury that all of the responsibility information submitted with this form is true and correct and that this Declaration was executed by a duly authorized officer of the Company.

Signature ___________________________
Typed or Printed Name and Title: [Signature]
Firm Name: Interstate Grading & Paving Inc.
Address: 128 So. Main Ave
So. San Francisco, Ca. 94080
Telephone Number: 650.952.7333 Fax Number: 650.952.6881
QS Contact Email Address: [email]

Santa Cruz Avenue & Middle Avenue Street Rehabilitation Project
INTERSTATE
GRADING & PAVING, INC.
Cont. Lic. No. 366020
DIR #1000000755
Craig Caron

Experience:

Twenty-nine years of experience in general engineering construction as a laborer, operator, foreman, superintendent, estimator, chief estimator, project manager, contract administrator, owner. Currently, Chief Estimator, Vice President of Interstate Grading and Paving, Inc. who currently performs $15 to $32 million of work annually.

Licenses/Qualifications:

An owner and President of Interstate Grading and Paving, Inc. (#366020A).
San Jose State University Certificate of Completion in Construction Management. Competent Person, CPR/First Aid Certified,
Member of Engineering and Utility Contractors Association since 1990.

Work History:
2004-Present INTERSTATE GRADING AND PAVING, INC.

Owner
President 2019 to present
Chief Estimator of company. Responsible for all work procurement (over $30 million annually) including locating, identifying, preparing, submitting, negotiating and securing all work, public and private. Supervise an estimating staff of two estimators, one take off person, one bid administrator. Responsible for purchase and turnover of equipment fleet consisting of approximately two hundred pieces and $5 million worth of equipment.

2001-2004 INTERSTATE GRADING AND PAVING, INC

Estimator responsible for bidding and handling, from preparation to completion, public works and private projects, including calculating quantities and pricing work, grade checking, operating, project administration, handling of day to day operations.

1989-2001 INTERSTATE GRADING AND PAVING, INC

Worked full time in the field on various projects. Began as laborer and transitioned to operator, foreman, paving foreman, superintendent. Responsible for performance of all types of work and supervising other foremen.

1985-1989 INTERSTATE GRADING AND PAVING, INC

Worked summer vacations in the family business as a laborer/helper on various projects.
Experience:

Over twenty-eight years of experience in general engineering construction as a laborer, supervisor, estimator, project manager, safety manager, contract administrator, owner, Vice President and General Superintendent of Operations, of Interstate Grading and Paving, Inc. who performs $15 - $32 million of work annually. Work includes site preparation for new development; athletic field construction; paving of streets, airports and parking lots.

Licenses/Qualifications:

An owner and General Superintendent of Interstate Grading and Paving, Inc. (#366020A). Graduate of Saint Mary’s College with a Bachelor of Science degree in Business Administration. Responsible for implementation of Interstate’s IIPP and Fleet Safety Programs since 2005. Numerous training classes including Competent Person, CPR/First Aid Certified, Crisis Management Trained, various jobsite and equipment safety classes, Advanced Roadway Worker Protection (ARWP), Security Identification Display Area (SIDA) SFO, Member of UCA, United Contractors Association, (formerly EUCA), since 1990.

Work History:

2004-Present  INTERSTATE GRADING AND PAVING, INC.

General Superintendent of company. Control of all field operations (over $30 million annually) including scheduling, daily operation and supervision of approximately 5 to 10 crews (approximately 50 employees). Officer of and responsible for implementation of Safety Program, including training of employees. Manages usage, safety, and maintenance of approximately $5 million of equipment.

1998-2004  INTERSTATE GRADING AND PAVING, INC

Estimator responsible for bidding and handling, from bid to completion, public works and private projects, including calculating quantities and pricing work, grade checking, operating, project administration, handling of day to day operations.

1989-1998  INTERSTATE GRADING AND PAVING, INC

Worked summers as construction laborer, estimator’s helper, scheduling, and various other duties in family grading and paving business.
Experience:

Over thirty-nine years of experience in general engineering construction, demolition, underground pipeline construction, as an estimator, project manager, contract administrator; licensed contractor. Project manager and estimator with Interstate Grading and Paving, Inc. who currently performs over $15 to $32 million of work annually.

Licenses/Qualifications:

Project manager and Estimator with Interstate Grading and Paving, Inc. who manages/estimates approximately $15 million of work annually. Individual contractors license (#607509).

Work History:

1999-Present  INTERSTATE GRADING AND PAVING, INC.

Project Manager and Estimator. Negotiates, bids and administrates contracts for company.

1992-1999  Covey Trucking, General Engineering/Demolition

Estimator responsible for bidding and handling, from bid to completion, public works and private projects, including calculating quantities and pricing work, grade checking, operating, project administration, handling of day to day operations.


Estimator and project administrator for public and private grading, paving, and underground pipeline projects, including subcontractor administration.


Estimator and project administrator for public and private underground pipeline projects.


Warehouseman for an underground pipeline, plumbing and heating supply firm.
REQUIRED CONTRACT PROVISIONS
FEDERAL- AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmen wide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS
A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor’s own organization and with the assistance of workers under the contractor’s immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60.4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor’s project activities under

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FHWA-1273 -- Revised May 1, 2012
this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

“It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training.”

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are
applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor’s work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualified minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT’s U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor
will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor’s obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor’s control, where the facilities are segregated. The term “facilities” includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

   a. All laborers and mechanics employed or working upon the site of the work, will be paid, on a piece-rate or other basis, and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly), under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer’s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates confirmed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

   b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

   (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

   (ii) The classification is utilized in the area by the construction industry; and

   (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

   (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

   (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or
will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency 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 the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee’s social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5(a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of any of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).


V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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 (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 (1) of this section, in the sum of $10 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 (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency 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 (2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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 (1) through (4) of this section.
VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

   a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

      (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
      (2) the prime contractor remains responsible for the quality of the work of the leased employees;
      (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
      (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

   b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project.

18 U.S.C. 1020 reads as follows:
“Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both.”

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.
i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

   (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

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

   (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

   (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

   b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

   c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

   d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

   e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

   f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

   g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epis.gov/), which is compiled by the General Services Administration.

   h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

   i. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the
department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

   a. 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 any Federal 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.

   b. 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 Federal 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.

2. 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 31 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.
ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

   a. To the extent that qualified persons regularly residing in the area are not available.

   b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

   c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.