

of the material as well as preserve existing property, utilities and other facilities in accordance with the plans and specifications.

8. Payment for "**Remove Existing Concrete**" will be made on a per square foot (SF) basis, as specified in the Bidder's Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to saw cut concrete, remove all reinforced and non-reinforced concrete and legally dispose of the material as well as preserve existing property, utilities and other facilities in accordance with the plans and specifications.
9. Payment for "**Remove Existing Concrete Curb and Curb and Gutter**" will be made on a per linear foot (LF) basis, as specified in the Bidder's Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to saw cut concrete curb and curb and gutter, remove concrete curb and curb and gutter and legally dispose of the material in accordance with the plans and specifications.
10. Payment for "**Remove and Salvage Existing Chain Link Fabric and Gate**" will be made on a linear foot (LF) basis, as specified in the Bidder's Proposal, which shall include all costs for furnishing all labor, materials, tools, and equipment and performing all the work involved and required in the removal and storage of the existing chain link fence fabric and rolling gate in accordance with the plans and specifications.
11. Payment for "**Remove Existing Chain Link Fence**" will be made on a linear foot (LF) basis, as specified in the Bidder's Proposal, which shall include all costs for furnishing all labor, materials, tools, and equipment and performing all the work involved and required in the removal of the existing chain link fence fabric, posts and footings and legally dispose of the material in accordance with the plans and specifications.
12. Payment for "**Remove Existing Tubular Steel Fence and Gates**" will be made on a linear foot (LF) basis, as specified in the Bidder's Proposal, which shall include all costs for furnishing all labor, materials, tools, and equipment and performing all the work involved and required in the removal of the tubular steel fence, post, footings and rolling gates, backfilling footing holes with asphalt concrete and legally dispose of the material in accordance with the plans and specifications.
13. Payment for "**Remove Existing Tubular Steel Shelter**" will be made on a per unit (EA) basis, as specified in the Bidder's Proposal, which shall include all costs for furnishing all labor, materials, tools, and equipment and performing all the work involved and required in the removal of the tubular steel shelter, post and concrete footings, backfilling footing holes with asphalt concrete and legally dispose of the material in accordance with the plans and specifications.
14. Payment for "**Remove Existing Tree**" will be made on a per unit (EA) basis, as specified in the Bidder's Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment and incidentals required for excavation, removal and legal disposal of the tree and root ball as well as backfilling and compacting the excavation and preparing sub-grade at the grading plane in accordance with the plans and specifications.

15. Payment for **“Remove Existing Light Pole”** will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to remove the existing light pole, fixture, conductors, conduit and concrete footing to below the proposed sub-grade and legally dispose of the material in accordance with the plans and specifications.
16. Payment for **“Remove Existing Concrete Pedestal”** will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to remove the existing concrete pedestal and footing to below the proposed sub-grade and legally dispose of the material in accordance with the plans and specifications.
17. Payment for **“Remove Existing Block/Concrete Wall”** will be made on a linear foot (LF) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment and incidentals required for the removal of block, concrete and reinforcing and legally dispose of the material as well as preserve existing property, utilities and other facilities in accordance with the plans and specifications.
18. Payment for **“Remove Existing Utility Pedestal”** will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to remove the existing electrical pedestal and outlet, remove the conductors and conduit outside the Date Courtyard improvement limits, properly terminate/cap live conductors and legally dispose of the material in accordance with the plans and specifications.
19. Payment for **“Remove Existing Water Pump and Vault”** will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment and incidentals required for excavation, removal and legal disposal of the water pump, pump piping, electrical service and vault, remove water service piping outside of the Date Courtyard improvement limits and legally dispose of the material in accordance with the plans and specifications.
20. Payment for **“Remove Existing Hose Bib and Water Line”** will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to remove the existing hose bib and associated water line outside the Date Courtyard improvement limits, cap the water line and legally dispose of the material in accordance with the plans and specifications.
21. Payment for **“Remove Existing Valve, Meter Box and Cap Water Line”** will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to remove the existing valve, meter box and associated water line outside the Date Courtyard improvement limits, cap the water line and legally dispose of the material in accordance with the plans and specifications.

22. Payment for **“Remove Existing Catch Basin Dry Well”** will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment and incidentals required for the excavation, removal and legal disposal of all existing dry well materials, as well as backfilling the excavation with slurry and preparing sub-grade at the bottom of the proposed catch basin in accordance with the plans and specifications.
23. Payment for **“Remove Existing 8” PVC Pipe and Clean-Out”** will be made on a per linear foot (LF) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to trench, remove, legally dispose of pipe and clean-out, backfill and compact the trench to existing ground elevation in accordance with the plans and specifications.
24. Payment for **“Remove Existing Concrete Encasement”** will be made on a per linear foot (LF) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to trench, remove and legally dispose of concrete and reinforcement material in accordance with the plans and specifications.
25. Payment for **“Remove Existing Handicap Sign and Footing”** will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment and incidentals required for removing the sign and post, excavation and removal of the concrete footing and legal disposal of the material as well as backfilling and compacting the footing excavation and preparing sub-grade at the grading plane in accordance with the plans and specifications.
26. Payment for **“Remove and Salvage Existing Sign”** will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment and incidentals required for removing and salvaging the sign, excavation and removal of the concrete footing and post and legal disposal of the material as well as backfilling and compacting the footing excavation and preparing sub-grade at the grading plane in accordance with the plans and specifications.
27. Payment for **“Abandoned and Slurry Fill Existing PVC Pipe”** will be made on a per linear foot (LF) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to slurry fill and cap the existing pipe in accordance with the plans and specifications.
28. Payment for **“Fine Grading and Soil Preparation”** will be made on a square foot (S.F.) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all the work involved and required to over-excavate, scarify, moisture condition and compact, prepare subgrade, fine grade including slopes and legally dispose of excess soil in accordance with the plans and specifications.

29. Payment for **“Place Import Fill Material”** will be made on a per cubic yard (CY) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all the work involved and required to import, place, moisture condition, fine grade and compact fill material in accordance with the plans and specifications.
30. Payment for **“Place 6” Thick Portland Cement Concrete w/ Rebar Dowels”** will be made on a per square foot (SF) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to place and remove forms, place and finish concrete, finish concrete with a trowled edge, install reinforcing dowels at construction joints, install expansion joints and joint filler, apply joint sealant and greensaw weekend-plane joints in accordance with the plans and specifications.
31. Payment for **“Place 4” Thick Portland Cement Concrete”** will be made on a per square foot (SF) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to place and remove forms, place and finish concrete, install expansion joints and joint filler and apply joint sealant in accordance with the plans and specifications.
32. Payment for **“Place 4” Thick Colored Portland Cement Concrete w/ Scored Pattern”** will be made on a per square foot (SF) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to place and remove forms, place and finish color concrete, install expansion joints and joint filler, apply joint sealant and greensaw score pattern in accordance with the plans and specifications.
33. Payment for **“Install Interlocking Paver”** will be made on a per square foot (SF) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to place and compact crushed aggregate base, construct concrete curb with reinforcing, place mortar bed and pavers in accordance with the plans and specifications.
34. Payment for **“Place 12”-14” Rock Cobble”** will be made on a per ton (TON) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to install filter fabric and place rock cobble in accordance with the plans and specifications.
35. Payment for **“Place Asphalt Concrete Pavement”** will be made on a per square foot (SF) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to place and compact hot mix asphalt concrete pavement and apply tack coat and prime coat in accordance with the plans and specifications.

36. Payment for **“Place Crushed Aggregate Base”** will be made on a per cubic yard (CY) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all the work involved and required to place, compact and grade aggregate base in accordance with the plans and specifications.
37. Payment for **“Construct Commercial Driveway Approach”** will be made on a per square foot (SF) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to place and remove forms, place and finish concrete, install expansion joints and joint filler, trowel weakened plane joints, apply joint sealant and install detectable warning mats in accordance with the plans and specifications.
38. Payment for **“Construct 6" Curb”** will be made on a per linear foot (LF) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all the work involved and required to place and remove forms and place and finish concrete, install expansion joints and joint filler, trowel weakened plane joints and apply joint sealant in accordance with the plans and specifications.
39. Payment for **“Construct 6" Curb and Gutter”** will be made on a per linear foot (LF) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all the work involved and required to place and remove forms and place and finish concrete, install expansion joints and joint filler, trowel weakened plane joints and apply joint sealant in accordance with the plans and specifications.
40. Payment for **“Construct 4” Thick PCC Sidewalk”** will be made on a per square foot (SF) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to place and remove forms, place and finish concrete, install expansion joints and joint filler, trowel weakened plane joints and apply joint in accordance with the plans and specifications.
41. Payment for **“Construct Curb Ramp Case “D” ”** will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to place and remove forms, place and finish concrete, install expansion joints and joint filler and install detectable warning mats in accordance with the plans and specifications.
42. Payment for **“Construct Cobble Rock Blanket”** will be made on a square foot (S.F.) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all the work involved and required to clear and grub planter, remove and legally dispose of excess soil, compact and prepare sub-grade and place concrete mortar, rock and stabilized decomposed granite material in accordance with the plans and specifications.

43. Payment for **“Install #4 18” Long Rebar Dowels”** will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to prepare and drill existing concrete and install reinforcing dowels with epoxy at construction joints in accordance with the plans and specifications.
44. Payment for **“Construct Maxwell IV Catch Basin Dry Well”** will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment and incidentals required to coordinate with Maxwell or equivalent drywell manufacture/contractor, excavate, dewater, prepare sub-grade, construct and install catch basin, pipe and all dry well materials, adjust top of catch basin grate and drywell cover to final grade, remove and legal dispose of excess soil and material and reconstruct valley gutter as well as backfill and compact in accordance with the plans and specifications.
45. Payment for **“Core Drill 3” Hole w/ 2 ½” PVC Sleeve”** will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to prepare and core drill existing block wall and install PVC sleeve with epoxy in accordance with the plans and specifications.
46. Payment for **“Relocate Sprinkler Head and Irrigation Pipe”** will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to remove and relocate sprinkler head and all pertinent irrigation piping outside of concrete improvements and backfill, and compact in accordance with the plans and specifications.
47. Payment for **“Install Metal Hand Railing Type “A” ”** will be made on a per linear foot (LF) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to prepare and core drill curb and fabricate and install metal hand railing with grout in accordance with the plans and specifications.
48. Payment for **“Replace Existing Clean-Out Ring and Cover and Adjust to Grade”** will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to remove and legally dispose of existing sewer cleanout ring and cover, install new cleanout ring and cover, and adjust cover to final grade in accordance with the plans and specifications.
49. Payment for **“Replace Concrete Utility Box and Adjust to Grade”** will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to remove and legally dispose of existing utility box, install new concrete utility box with traffic rated cover, and adjust cover to final grade in accordance with the plans and specifications.

50. Payment for **“Replace Concrete Water Meter Box and Adjust to Grade”** will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to remove and legally dispose of existing water meter box, install new concrete water meter box with traffic rated cover, and adjust cover to final grade in accordance with the plans and specifications.
51. Payment for **“Adjust Existing Water Valve Cover w/ Concrete Collar to Grade”** will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to remove and legally dispose of existing concrete collar, adjust existing water valve cover to final grade and construct concrete collar in accordance with the plans and specifications.
52. Payment for **“Adjust Existing Utility Vault to Grade”** will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to adjust existing vault cover to final grade in accordance with the plans and specifications.
53. Payment for **“Adjust Existing Manhole Cover w/ Concrete Collar to Grade”** will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to remove and legally dispose of the existing concrete collar, adjust existing manhole cover to final grade and construct concrete collar in accordance with the plans and specifications.
54. Payment for **“Adjust Hose Bib and 2” Clean-Out”** will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to adjust the hose bib and clean-out to the specified height above the proposed finish surface in accordance with the plans and specifications.
55. Payment for **“Install 10’ and 20’ Tubular Steel Sliding Gate ”** will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to fabricate, install and attach the gates to existing pilasters and/or new tubular steel fencing and install angle iron in accordance with the plans and specifications.
56. Payment for **“Install 6’ High Tubular Steel Fence ”** will be made on a per linear foot (LF) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to excavate and pour concrete footings and install and install tubular steel fencing and post in accordance with the plans and specifications.
57. Payment for **“Install Salvaged Chain Link Fabric and Gate”** will be made on a per linear foot (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work

involved and required to re-install existing chain link fabric and gate in accordance with the plans and specifications.

58. Payment for **“Paint 4” Solid Parking Lot Striping** will be made on a per linear foot (LF) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to paint 4” solid stripes in yellow and blue in accordance with the plans and specifications.
59. Payment for **“Paint Pavement Arrows”** will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to paint pavement arrows in accordance with the plans and specifications.
60. Payment for **“Paint Handicap Symbol”** will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to paint handicap symbols in accordance with the plans and specifications.
61. Payment for **“Replace Handicap Sign”** will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to remove and legally dispose of existing handicap and/or “van accessible” sign and install new handicap sign on existing post in accordance with the plans and specifications.
62. Payment for **“Install Handicap Sign w/ Post and Footing”** will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to excavate and pour concrete footing and install post and handicap sign in accordance with the plans and specifications.
63. Payment for **“Install “Van Accessible” Sign”** will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to install “van accessible” sign on existing post in accordance with the plans and specifications.
64. Payment for **“Install “One Way ” Sign w/ Post and Footing”** will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to excavate and pour concrete footing and install post and “One Way Only” sign in accordance with the plans and specifications.
65. Payment for **“Install Salvaged Sign w/ Post and Footing”** will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to excavate and pour concrete footing and install new post and salvaged sign in accordance with the plans and specifications.

66. Payment for **“Install 4’ Precast Concrete Wheel Stop”** will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to drill and install rebar and precast concrete wheel stop in accordance with the plans and specifications.
67. Payment for **“Place Soil Amendments”** will be made on a per square foot (SF) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to install agronomic soil amendments in accordance with the plans and specifications.
68. Payment for **“Place CU Structural Soil”** will be made on a per cubic yard (CY) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to install CU structural soil in accordance with the plans and specifications.
69. Payment for **“Place Decomposed Granite”** will be made on a per cubic yard (CY) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to install decomposed granite in accordance with the plans and specifications.
70. Payment for **“Place Turf Sod”** will be made on a per square foot (SF) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to install turf sod in accordance with the plans and specifications.
71. Payment for **“Install Tree Grate”** will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to provide and new tree grate in accordance with the plans and specifications.
72. Payment for **“Install Gateway Sign”** will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to coordinate with the manufacture, provide structural calculations for the structure and footings, provide shop drawings for review and approval, obtain necessary permits and construct the gateway sign in accordance with the plans and specifications.
73. Payment for **“Install Planter Pots”** will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to provide and place new planter pots in accordance with the plans and specifications.
74. Payment for **“Relocate Existing Concrete Planter Pot”** will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to salvage, store and relocate existing planter after concrete construction is completed in accordance with the plans and specifications.

75. Payment for **“Install Benches”** will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to provide and install new benches in accordance with the plans and specifications.
76. Payment for **“Install Trash Receptacle”** will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to provide and install new trash receptacle in accordance with the plans and specifications.
77. Payment for **“Install 36’ Diameter Shade Shelter”** will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to coordinate with the manufacture, provide structural calculations for the structure and footings, provide shop drawings for review and approval, obtain necessary permits and construct the shade shelter in accordance with the plans and specifications.
78. Payment for **“Install 4” Pot Shrub”** will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to provide and place potting soil and plant 4” pot shrub in accordance with the plans and specifications.
79. Payment for **“Install 5 Gallon Pot Shrub”** will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to provide and place potting soil and plant 5 gallon pot shrub in accordance with the plans and specifications.
80. Payment for **“Install 24” Box Tree”** will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to excavate for tree, provide and place soil amendments, plant tree, backfill, provide tree stakes and legally dispose of excess soil in accordance with the plans and specifications.
81. Payment for **“Install 36” Box Tree”** will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to excavate for tree, provide and place soil amendments, plant tree, backfill, provide tree stakes and legally dispose of excess soil in accordance with the plans and specifications.
82. Payment for **“Install Palm Tree”** will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to excavate for tree, provide and place soil amendments, plant tree, backfill and legally dispose of excess soil in accordance with the plans and specifications.
83. Payment for **“Relocate Existing Palm Tree”** will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required

to excavate and remove existing tree, backfill and compact excavation to sub-grade, excavate new location for tree, provide and place soil amendments, plant tree, backfill and legally dispose of excess soil in accordance with the plans and specifications.

84. Payment for **“Install Turf Irrigation System”** will be made on a per square foot (SF) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to excavate and install irrigation pipe and fittings, valves, irrigation/sprinkler heads, irrigation wire from valves to controller and backfill and compact trench, in accordance with the plans and specifications.
85. Payment for **“Install Shrub Irrigation System”** will be made on a per square foot (SF) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to excavate and install irrigation pipe and fittings, valves, irrigation/sprinkler heads, irrigation wire from valves to controller and backfill and compact trench, in accordance with the plans and specifications.
86. Payment for **“Install Irrigation Controller and Enclosure”** will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to provide and install the irrigation controller and enclosure in accordance with the plans and specifications.
87. Payment for **“Install Irrigation Backflow and Enclosure”** will be made on a per unit foot (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to prepare sub-grade, place and remove forms, place and finish concrete pad, trench and install pipe to point of connection, install backflow device and enclosure in accordance with the plans and specifications.
88. Payment for **“90-Day Maintenance – Plant Establishment”** will be made on a per unit (LS) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to provide project maintenance during a plant establishment period of 90 days in accordance with the plans and specifications.
89. Payment for **“Install Lighting”** will be made on a lump sum (LS) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to install light fixtures, poles, bases, excavate, install conduit, install conductors, backfill and compact in accordance with the plans and specifications.
90. Payment for **“Install Vendor Power Pullbox and General Power”** will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to install sub panel, pullboxes, vendor cover, receptacles, switches, junction boxes, excavate, install conduit, install conductors, backfill and compact in accordance with the plans and specifications.

91. Payment for **“Relocate High Voltage Transformer/Distribution Panel”** will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to relocate existing transformer/distribution panel, demolition of existing pad, new concrete pad, pullboxes, splice blocks, excavate, install conduit, install conductors, backfill and compact in accordance with the plans and specifications.
92. Payment for **“Replace 4” SDR 35 PVC Pipe”** will be made on a per linear foot (LF) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to remove and legally dispose of existing PVC pipe and install new SDR-35 PVC pipe in accordance with the plans and specifications.
93. Payment for **“Install 8” SDR-35 PVC Pipe and Fittings”** will be made on a per linear foot (LF) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to trench, install pipe, fittings and wyes, place and compact bedding, perform leakage and infiltration test on proposed sewer and water flow test on existing laterals, backfill and compact to existing ground elevation and or replace asphalt concrete pavement and aggregate base in accordance with the plans and specifications.
94. Payment for **“Install 6” PVC Clean-Out”** will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to trench, install clean-out pipe, fittings and wyes, backfill and compact to existing ground elevation, install clean-out ring and cover and adjust cover to final grade in accordance with the plans and specifications.
95. Payment for **“Construct Concrete Sewer Encasement”** will be made on a per linear foot (LF) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to place and remove concrete forms, place reinforcing, place concrete and install expansion joints and joint filler in accordance with the plans and specifications.
96. Payment for **“Replace 4” PVC Services and Construct Concrete Sewer Pad”** will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to excavate, remove and legally dispose of the existing 4” PVC service clean-out, install new 4” PVC service with threaded end cap, backfill and compact to bottom of concrete sewer pad, place and remove forms and place and finish concrete for sewer pad in accordance with the plans and specifications.
97. Payment for **“Construct Sewer Manhole”** will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment and incidentals required to remove and replace asphalt pavement and aggregate base, excavate, prepare sub-grade, construct manhole, apply coating, backfill and compact, adjust manhole cover to final grade, construct concrete collar and replace asphalt concrete and aggregate base in accordance with the plans and specifications.

HOUSING AND URBAN DEVELOPMENT SECTION 3 CLAUSE:

- A. The work to be performed under this Contract is subject to the requirements of Section 2 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; shall set forth minimum number and job titles subject to hire; availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected, but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

- G. With respect to work performed in connection with Section 3 Covered Indian Housing Assistance, Section 7 (b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7 (b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises.

Parties to this Contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

CONTRACT COMPLETION SCHEDULE

A. Contract Completion Schedule


Contractor will be advised of award, if made, immediately following Owner's regular scheduled Board meeting (telephone conversation with letter confirmation). Contract Work shall be complete within ninety (90) calendar days from the date specified in the Notice to Proceed.

B. Liquidated Damages

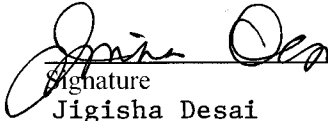
Contractor is advised that "Liquidated Damages" of \$1,000 per calendar day will be assessed for each calendar day that the Work remains incomplete following the contract completion, as adjusted for due cause by change order.

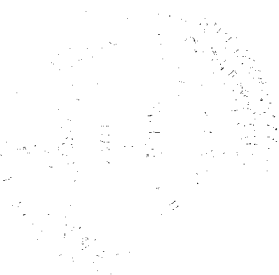
CERTIFICATION OF BIDDER'S WORK SITE INSPECTION

I certify that I have visited and inspected the work site on the following dates:

Site:  Date Visited: 10-7-10

Bidder's Authorized Representative


Signature
Jigisha Desai
Name (Print)
Vice President
Title (Print)



STATEMENT ON BONDS AND INSURANCE

A. Names and addresses of all members of partnership or names and titles of all corporate officers:

See Appendix C1

B. The Bidder declares that the surety or sureties named below have agreed to furnish bonds in the aggregate amounts set forth in the Instructions to Bidders, in the event the Contract is awarded on the basis of this proposal.

Name(s) and address (es) of surety or sureties agreeing to furnish bond

See Appendix D1

C. The Bidder declares that the insurers named below have reviewed the insurance requirements set forth in the Contract Appendix (Section 8. Insurance) and have agreed to furnish all insurance specified.

Name(s) and address (es) of insurers agreeing to insurance coverage

See Appendix E1

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Contract Amount	Completed Date
201129	Monterey Peninsula College District c/o Kitchell CEM Monterey Peninsula College 980 Fremont Street Monterey, CA 93940	MPC Utilities Infrastructure Contract#: None Monterey, CA Site Utility and Road Improvements: Work includes 7,042 LF 10" to 4" PVC sanitary sewer, 37 sewer manholes, 18 sewer cleanouts, storm drain - 140 LF 24" HDPE, 340 LF 18" HDPE, 680 LF 15" HDPE, 1,180 LF 12" HDPE, 920 LF 10" HDPE, 260 LF 8" HDPE, 6 storm manholes, 11 area drains, 29 drain inlets, 6 storm outlets, 9,315 LF 6" to 2" reclaimed water, 3,960 LF gas main, 11,693 LF 10" to 2" PVC domestic and fire water systems, 14 fire hydrants, 4,927 LF concrete curbs, 5,540 SF concrete sidewalk, 68,345 SF lime treatment, 3,275 TN AC paving.	Steve Morgan, Director of Facilities (831) 645-1361 (831) 236-7757 (cell) smorgan@mpc.edu	14,749,196	12/31/09
201171	Monterey County Water Resources Agency PO Box 930 Salinas, CA 93902	Nacimiento Dam Spillway Modification Contract#: 07-01-OM Near Paso Robles, CA This project was a modification to an existing damspillway which involved bracing and shoring of existing spillway bridge, demolition of a portion of existing reinforced concrete spillway, excavation and sister walls, installation of thread-bar and multi-strand rock anchors, reinforced concrete construction associated with upgrading existing spillway approach a pneumatically operated crest gate and associated operating system and controls, construction of existing control building, and upgrading the high level slide gate system.	Manuel Quezada (831) 755-4874 quezadam@co.monterey.ca.us	10,040,287	12/31/09
202522	U S Army Corps of Engineers Southern Area Office 1342 Tularosa Road, BLDG 841, RM 157 Holloman AFB, NM 88330-0401	Border Fence HV1 & HV2 Contract#: W912BV-07-D-2024 Antelope Wells, NM Installation of 10.48 miles of vehicle fence along the International Border in Hidalgo County, New Mexico. Work includes: clear & grub, earthwork, access road with baserock, concrete low water crossings, ditches, demolition, Type V2 - Normandy Fence - fabrication	Ray Macias 915-771-0109 505-235-3476 ray.macias@usace.army.mil	13,137,677	12/31/09
205505	CA Dept. of Transportation 1727 30th Street Sacramento, CA 95816	HWY 149 Oroville Contract#: 03-3822V4 Butte County, CA Highway Rebuild - Grading, paving, bridge work, utilities, concrete, electrical, open grade AC, type A-AC, aggregate base, excavation, sign structure, striping, MBGR	Kyle Ingvaldsen (530) 532-9377 (530) 533-4119 (F) kyle.ingvaldsen@dot.ca.gov	56,782,911	12/31/09
205559	CA Department of Transportation 1727 30th Street Sacramento, CA 95816	HWY 80 @ Colfax Contract#: 03-3E0404 Placer County, CA Excavation, AB, AC, Hwy Reconstruction - Roadway excavation, CL 2 aggregate base, 3/4" type A HMA, plastic slotted drain pipe, concrete barrier, striping, HMA dike, rumble strip, polyester concrete overlay on bridge decks, new approach slabs, metal beam guard rail.	Phil Zink (530) 346-7996 Fax # not available	46,053,261	12/31/09

Granite Construction Company
2009 Completed Jobs Greater than \$5 Million

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Contract Amount	Completed Date
205561	U.S. Environmental Protection Agency 75 Hawthorne Street San Francisco, CA 941105	Spring Creek Grading Contract#: N/A Shasta County, CA Grading, liner, placing, drain - Mass grading using 637's & finishing, rock crushing, processing of decomposed granite, 60 mil geo-membrane liner, type 1-3 geotextiles, rock filler layer, above/below ground HDPE pipe install, aggregate base, type A, AC, electrical.	John Spitzley 530-229-3361 530-945-1605 jspitzle@ch2m.com	5,592,413	12/31/09
205706	CA Department of Transportation 1727 30th Street Sacramento, CA 95816	HWY 99 @ Atwater Contract#: 10-414814 Atwater, CA Lean concrete and portland cement concrete paving on a project that involves re-alignment of approximately 4 miles of SR 99 and construction of a new overpass structure.	Sayed Hashemyan (209) 656-1845	6,119,046	12/31/09
207794 /2121054	CA Department of Transportation Office Engineer, MS43 1727 30th Street Sacramento, CA 95816	Cold Foam III, Hwy 166 Contract#: 05-0A4904 Near New Cuyama, CA Cleaning, culvert extensions, 24" RCP install, Class 2 concrete headwalls, DIs, (2) bridge widenings, road widening, cold foam recycling of existing roadway, production of baserock & shoulder backing with Granite portable plant, paving entire roadway with 83,000 Tns of HMA.	Mike Lew, RE (805) 348-3105 (805) 922-2511 (F) mike_lew@dot.ca.gov	13,769,513	12/31/09
211644	CA Department of Transportation 1727 30th Street Sacramento, CA 95816	HWY138 Roundabout Contract#: 07-239614 LA County, CA Construction of roundabout in Palmdale, Material installed includes: 4,500 M3 aggregate base, 25,000 tonnes asphalt pavement, 1,380 M3 lean concrete base, 2,500 M3 concrete pavement	Iraj Hormozi (661) 726-0148 (213) 792-9662 (C) (661) 726-9565 (F) iraj_hormozi@dot.ca.gov	6,568,000	12/31/09
211654	CA Department of Transportation 1727 30th Street Sacramento, CA 95816	HWY138 96Th-106Th Widening Contract#: 07-127234 Sacramento, CA Widening of existing Hwy 138 to 4 lanes in Pearblossom. Material installed includes: 30,000 tonnes asphalt pavement, 1,500 M reinforced concrete pipe	Ilin Hartanto, RE 661726-0148 661726-9565 (F) ilin_hartanto@dot.ca.gov	5,236,990	12/31/09
2121062	City of Bakersfield 1501 Truxtun Ave. Bakersfield, CA 93301	Allen Bridge Contract#: T4K142 Bakersfield, CA This project consisted of a 6 lane wide bridge ~600 feet long, coupled with approx. 1/2 mile of road. Also included were sound walls, a pedestrian walkway, street lighting, landscape and irrigation and railings. The project required close coordination and cooperation with environmental agencies.	Andres Roldan, PE Lim & Nascimento Engineering Corp. (213) 258-0246 (949) 242-2966 (F)	8,538,177	12/31/09
2121073	CA Department of Transportation 1727 30th Street Sacramento, CA 95816	HWY 395 Rdgrs Contract#: 06-0E6904 Sacramento, CA Existing pavement to be overlaid and shoulders to be widened on State Highway in Kern County at and near Johannesburg from 0.1 mile north of San Bernardino County line to .3 mile south of South China Lake Blvd.	Sam Dhalwal (661) 391-4742 (661) 391-4740 (F) sam_dhalwal@dot.ca.gov	5,863,174	12/31/09

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Contract Amount	Completed Date
2161061	Clark County - Department of Aviation Office of Construction & Engineering 880 Grier Drive, Suite 220 Las Vegas, NV 89119	McCarran Airport Terminal 3 Contract#: PWP CL-2007-91 Las Vegas, NV - McCarran Airport New Terminal Three Early Site Work: Work consists of site demolition, cleaning and grubbing, earthwork and grading, drainage, site utilities, drilled pier foundations, reinforced concrete foundation walls for the Terminal 3 building, east and west reinforced concrete retaining walls for the apron, waterproofing, foundation sub-drainage system, a minor access roadway system, and a parking lot. Also includes the structural shell of the future ATS station, including drilled pier foundations, reinforced concrete basement mat slab, floors and roof structure. 1,250 LF of 30" high retaining walls, 37,000 C.Y. of ATS structural concrete	Raymond Sealey (702) 990-6707 (702) 990-6713 (F)	22,355,099	12/31/09
2161086 /337678	CA Department of Transportation P.O. Box 1807 Colfax, CA 95731	I-80 Rainbow To Kingvale Contract#: 030C7704 Colfax, CA Highway Rebuild - This project is located on I-80 near Floriston, CA from the Truckee River Bridge to the Nevada state line. Rehabilitation of 5.3 miles of Interstate 80 including drainage vaults, removing existing roadway, aggregate base, PCC paving, barrier rail and guardrail. Remove base and surfacing: 96,700 C.Y., AC Paving: 17,700 TON, concrete paving: 74,200 C.Y., storm drain pipe: 14,460 LF., concrete barrier type 60: 28,200 L.F., sand traps, 39 each: 505 C.Y.	Phil Zink R.E. (530) 346-7996 (530) 346-9103 (F)	17,183,640	12/31/09
2161100	City of Reno 1 East First Street Reno, NV 89501	Retrac Cover Contract#: WA-2002-292 Reno, NV Nevada Operations was tasked to design and build a 2.8 acre concrete lid covering two city blocks over the existing Reno Transportation Rail Access Corridor (ReTRAC) spanning from West Street to Virginia Street. The original design included structural retaining walls that could be slightly modified to carry the load of a continuous deck creating a concrete cover over the newly constructed depressed railway access. The placement of 74 concrete girders weighing 59,000 pounds a piece on the existing RETRAC walls 30' above the live Rail Road tracks was completed on time with no accidents and on budget. Success of the project is directly related to the past and current relationships between Granite, the City of Reno and the design team. The project created approximately 32,400 SF of usable retail and entertainment space in central downtown Reno. It has now become the largest amount of undeveloped land in the immediate downtown area. The project also included partial demolition to existing structural walls, removal and replacement of sidewalk concrete, asphalt pavement and underground pipe, as well as concrete deck pours. There was also mechanical, landscape and electrical components on this project.	Robert Lee (775) 343-3392 leer@ci.reno.nv.us	8,827,996	12/31/09

Granite Construction Company
2009 Completed Jobs Greater than \$5 Million

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Contract Amount	Completed Date
2161125	NV Department of Transportation 310 Galletti Way Sparks, NV 89431	US 395 Golden Valley Contract#: 3358 Golden Valley, NV Overlays - Work consisted of cold milling and asphalt of 40,000 tons dense grade and 18,000 tons of open grade on US395 North of Reno. Additional work included 40,000 C.Y. of borrow material for slope flattening.	Shane Cocking (775) 888-7070	8,264,119	12/31/09
2161139	NV Department of Transportation 1263 S. Stewart Street Carson City, NV 89712	East Fernley Interchange Contract#: 3363 Fernley, NV This project included constructing a new Interchange on I-80 near Fernley, Nevada. The project included 86,500 cubic yards of roadway excavation, 283,000 cubic yards of import borrow, 94,000 tons of aggregate base, 29,000 tons of asphalt paving. The bridge structure was a steel beam bridge that went over I-80. The bridge included 340,000 pounds of reinforcing steel, 285,000 pounds of structural steel, and 1,200 cubic yards of concrete.	Don Read (775) 835-0333 (775) 835-0335 (F) dread@gbis.com	10,877,610	12/31/09
2161140	NV Department of Transportation 1263 S. Stewart Street Carson City, NV 89712	Nightingale Contract#: 3362 Carson City, NV Work consisted of cold milling and asphalt paving of a 10.5 mile section of Interstate 80 east of the City of Fernley. The remoteness of the project required the use of a portable hot plant for the 100,000 tons of asphalt. Additional work consisted of 100,000 C.Y. of borrow embankment for safety sloping.	George Jordy 775-828-1622	10,533,543	12/31/09
2161144	NV Department of Transportation 1263 S. Stewart Street Carson City, 89712	SR 28 Sand Harbor Contract#: 3371 Carson City, NV This project was a large mill & fill reconstruction project on the North Shore of Lake Tahoe on the Nevada side. Work was performed 24 hours a day on a very aggressive schedule to minimize project schedule and to minimize impacts on tourism. The portions of work on this project included: coldmilling, asphalt paving, guardrail, signs, guideposts and striping.	John Angel 775-687-3376 775-720-4526	5,096,008	12/31/09
217530	Town Of Marana 11555 W Civic Center Dr. Bldg. A28 Marana, AZ 85653	CMAR Thornydale/Orange Grove Contract #: 2002058 Marana, AZ Roads-Streets: The intent of the project was to reconstruct a highly utilized stretch of in-town roadway to not only increase capacity but provide new utility systems to the nearly 100 business in the immediate area while improving accessibility of the large number of adjacent properties and venues. We had to maintain business access, limit construction/business interruptions during two holiday seasons. The project began at Joiner Road (appx 1,000 L.F. south of Orange Grove) and extended to the CDO Wash. It incorporated approx 1/4 mile reconstruct on Orange Grove. Three independent intersections were reconstructed.	Kurt Schmidt (520) 382.2692 (520) 382-2640(F)	17,085,000	12/31/09

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Contract Amount	Completed Date
217558	U S Army Corps of Engineers Albuquerque District, Corps of Engineers 4101 Jefferson Plaza NE Albuquerque, NM 87109-3435	Border Fence HV-3 Antelope Contract#: W912BV-07-D-2024 Task Order# DM03 Hidalgo County, NM Border Fence - The intent of the HV-3 Border Fence Project was to fabricate and install 5.83 miles of Normandy style vehicular border west of the Antelope Wells Port of Entry. Normandy Border Fence: Fabricate and set 1,280 Normandy Panels 24' in length (143,547 L.F. of Railroad Rail and 61,565 L.F. - 1x1 bar. Low water crossing - installation of 11,336 S.F. of articulated concrete mat LWC. Aggregate base - knockdown /compact 12,132 TN of AB. The remote location of the job meant we had to set our aggregate supplier up with Otto Trucking in order to ensure adequate trucks for our 4.5 hour round trip. We also had to configure a system whereby 50+ aggregate trucks accessed the site through a 20' wide road easement with a minimum amount of time on the access road.	Ramon Macias (915) 771-0109	6,085,000	12/31/09
227161	County of San Diego 5555 Overland Avenue, Suite 2188 San Diego, CA 92123	JDB Borrego Springs Overlay Contract#: 528685 (PROJ #1012574) San Diego, CA Overlay project involved 14.75 total miles of resurfacing various county roads in the City of Borrego Springs, County of San Diego, CA. It consists of 7.24 miles of distressed AC removal, then placement an AC leveling course, paving mat, w/a rubberized AC (RAC) cap, & 7.51 miles of mill out existing AC & fill w/RAC. 2.5' & 3" section thicknesses were used in different areas of the mill & fill. 36,000 tons of RAC (Type G) was placed on the 14.75 miles of this project.	Construction Management: Mendoza & Assoc in Fresno Manny Barrios (559) 847-7876 E-mail: mbarrios@mendoza-associates.com	5,568,051	12/31/09
232389	U S Army Corps of Engineers 7227 8th Street Building 3GG (COE) Hill AFB, UT 84056-5214	Dugway Phase 3 Contract#: W91238-07-C-0020 Michael Army Airfield, UT Remove and replace hanger apron. Job included demo, excavation, electrical, and white paving.	Tim Willard, P.E. (801) 777-2206 (801) 777-8699 (F)	13,221,184	12/31/09
252394	UT Department of Transportation 4501 South 2700 West Salt Lake City, UT 84114	I-15; Spanish Fork Contract#: F-R399(23);(52);(53);(23) Spanish Fork, UT Bridge Deck Replacement - This project widened two bridges into the median of Interstate 15 in Spanish Fork. One was over an UPRR Sugar Spur and the other was over 100 South. A permanent section of roadway consisting of road base and HMA was also constructed into the median for a crossover, which tied into the two bridges. This crossover was built to provide lanes for switching traffic while demolition and replacement of four existing bridge decks occurred over the Sugar Spur and 100 South. New drainage was required under the approach slabs at each bridge. There was also new metal beam guardrail and concrete barrier installed throughout the project. Prior to opening traffic on the replaced decks, new HMA tie-ins were constructed for approximately 50' off of each end of each bridge.	Steve Park, RE (801) 227-8027 (801) 227-8057 (F) stevepark@utah.gov	9,518,746	12/31/09

Granite Construction Company
2009 Completed Jobs Greater than \$5 Million

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Contract Amount	Completed Date
232401	SLC Department of Airports Engineering Division-2nd floor Term Unit 1 Salt Lake City, UT 84116	Apron Rehab Phase 2 Contract#: 54-2222 1103 AIP#3-49-0033-88 Salt Lake City, UT Rehab and apron C and D at Salt Lake International Airport. Job included full depth panel repair, partial depth panel repair, and small spall repair. Full depth included concrete excavation, regrading, and pour back of PCCP. Partial depth rehab included 6" existing concrete removal and pour back. Small spall repair was poured back with del patch.	Mark Carlton (801) 575-9280 (801) 575-2680 (F)	10,351,743	12/31/09
232408	Harder Mechanical 2148 NE Martin Luther King, Jr Blvd Portland, OR 97212	Harder Mechanical Contract#: 23208005 Portland, OR Plant facility at Chevron Refinery - Excavation and backfill for underground industrial piping & for concrete pile cap foundations, site grading & misc. paving around the plant, pile cap concrete foundation and rebar installation (foundations ranged from 20 CY to 100 + CY, furnish and install underground storm sewer utilities, grading and removal of various temporary crane pads.	Chevron Todd Gunnell (801) 539-7585	6,990,715	12/31/09
241108 (A1092)	AK Department of Transportation PO Box 196900 Anchorage, AK 99519	Glenn Bragaw Interchange Contract#: 57179 Anchorage, AK Design/Build highway interchange bridge, pedestrian tunnel, lighting and signalization, extensive underground utilities relocation, MSE retaining walls, Pedestrian facilities and trails, landscaping	Sean Holland (907) 289-0670 (907) 243-5092 (F) sean.holland@alaska.gov	31,090,000	12/31/09
241112 (A1089)	AK Department of Transportation PO Box 196900 Anchorage, AK 99519	Wrangell Airport RW Overlay Contract#: AIP-3-02-0323-1105/68167 Anchorage, AK AC overlay of existing runway including striping and grooving, construct runway safety area embankment, RW lighting replacement, construct aeaplane pulloout ramp, 8' security fence, 12" water main install, drill and shoot	Loren Gehring (907) 465-1799 (907) 465-2030 (F) loren.gehring@alaska.gov	22,000,000	12/31/09
241113 (A2051)	Municipality of Anchorage PO Box 196650 Anchorage, AK 99519	Strawberry Road Improvements Contract #: C-270946 Anchorage, AK Road improvements, paving, HDPE waterline, storm drains/catch basins PCC curb and gutter, light poles and intersection signalization	David Gardner (907) 343-8127 (907) 343-8088 (F) GardnerDH@munloa.gov	8,025,000	12/31/09
241140	AK Department of Transportation PO Box 196900 Anchorage, AK 99519	Minnesota Drive Resurfacing Contract#: IM-042-1(93)/51135-NHS-04201(9) Anchorage, AK Mill and pave approx 8 miles of road, guardrail end terminal replacement, curb Ramp replacement, striping, traffic count Station, electrical	Jason Lamoreaux (907) 269-0450 (907) 243-5092 (F) jason.lamoreaux@alaska.gov	6,370,000	12/31/09
242108	AK Department of Transportation PO Box 196900 Anchorage, AK 99519	Eagle River Loop Rd Rehabilitation Contract#: STP-0551(3)/53936 Anchorage, AK Rehabilitation Of 1.9 Miles Of Existing Paved Road, Paving And Striping, Widening Shoulders Of Center Turn Lane, Sidewalks And Pathways, Improve Sight Distance, Intersection Signalization, Underground Utilities, Stormwater Detention Vaults	Ted Meyer (907) 269-0450 (907) 243-5092 (F) ted.meyer@alaska.gov	12,405,000	12/31/09

Granite Construction Company
2009 Completed Jobs Greater than \$5 Million

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Contract Amount	Completed Date
265103	WA Department of Transportation 460 Stuart Rd Bellingham, WA 98226	SR 539 Horton Road Paving Contract#: 7312 Bellingham, WA 65,000 tons HMA paving as a subcontractor for Imco Construction as part of the SR539 Horton to Ten Mile Improvement Project.	Mark Roche (360) 671-3936 (360) 671-8808 (F)	5,289,846	12/31/09
266124	County of King 821 Second Ave 8th Floor Seattle, WA 98104	Tolt River Bridge Contract#: C00077C06 King County, WA Build two new 300' steel truss bridges spans 3 moreconcrete girder spans. Demo old 220' steel truss bridgedrilled shafts, temporary trestle, roadway realignment.	Bob Lee (206) 296-6575 e:Robert.L.lee@metrakc.gov	17,156,033	12/31/09
266126	Burlington Northern Santa Fe RR 2500 Lou Went AOB-1 Fort Worth, TX 76131	BNSF Seattle International Gateway Contract#: BF42042 Snohomish, WA This project involved construction of 4 ea 1,300 LF concrete foundations for overhead gantry cranes, installation of steel crane rail, drainage, grading, paving and electrical for the RR's new intermodal container transloading facility.	Mike Powrie (206) 625-6144	6,532,787	12/31/09
266139	WA Department of Transportation 9029 El Capitan Way Everett, WA 98208	SR526, 40Th Ave W To Casino Rd Contract#: 7529 Everett, WA HMA overlay, signal & illumination. Planning bituminous pavement, median barrier installation, drainage mod, signal upgrades, sign bridge replacement, beam guardrail, striping, erosion control & traffic control.	Amir Ahmadi, PE (425) 225-8725 (425) 412-3424 (F) (425) 293-8027 (M) ahmadi@wsdot.wa.gov	8,616,332	12/31/09
266145	City of Redmond P.O. Box 97010 Redmond, WA 98073	Bear Creek Parkway Extension Contract#: 100184 Redmond, WA Excavation, construction of curbs, sidewalks, driveways, walkways, storm drainage improvements, sanitary sewer improvements, water system improvements, hot mix paving, landscaping, illumination, traffic signals, fiber optic systems, irrigation, restoration & channelization.	Lisa Singer, PE (425) 376-0761 (425) 376-0785 (F) (425) 556-2726 (M) lsinger@redmond.gov	9,164,840	12/31/09
266152	WA Department of Transportation 1715 228th Street SW Suite 106 Bothell, WA 98021	SR 520 - I-405 To Wisp I/C Pav Contract#: 7640 Bothell, WA Demo and replace existing asphalt bridge approach slabs.HMA overlay, signage, and raise guardrail	John Chi, PE (425) 489-5400 chiji@wsdot.wa.gov	6,266,203	12/31/09
266153	WA Department of Transportation 1715 228th Street SE, Ste 106 Bothell, WA 98021	52Nd Ave W To Sr 526 - I-5 Nb Contract#: 7669 Bothell, WA Mill and fill paving, striping, signage, guardrail	John Chi, PE (425) 489-5400 chiji@wsdot.wa.gov	5,277,161	12/31/09

Granite Construction Company
2009 Completed Jobs Greater than \$5 Million

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Contract Amount	Completed Date
310018	TX Department of Transportation Dewitt C Greer State Highway Building Construction Division 125 E 11th Street Austin, TX 78701-2483	Lubbock US82 E W FRWY Phase 2 Contract#: 12043001 Lubbock, TX Urban highway facilities upgrade and expansion: MOT - striping, erosion control, landscape, pavement demo, signage, flatwork, piling & ground anchors, pipe work, excavation/emb/grade, concrete & steel structures, pavement base, PCC and AC paving, and MSE walls. Storm water runoff: 525 LF of 42" Steel, 1,100 LF of 42" - 54" J&B Pipe, 1,350 LF of J&B Box 7x6 - 8x8, 27,900 LF of 18" - 60" RCP Slip, 18,375 LF of 18" - 48" RCP, 575 LF of 18" CMP, 16,200 LF of 4x2 - 8x8 RCB and 38,250 LF of 8" PVC.	Bryan Wilson, PE (806) 745-4496 bwilson1@dot.state.tx.us	142,115,684	12/31/09
310035	U S Army Corps of Engineers Border Fence Area Office 8037 Lockhead Ave Room 203, Box 3 El Paso, TX 79925	Border Fence K5 Contract#: W912BV-07-D-2028 El Paso, TX General construction for the installation of approximately 5.24 miles of primary fence along the Rio Grande Levee near Fabens/Ft. Hancock, Tx. Primary fence consists of a trench foundation and a secant wall foundation. Installation of primary fence includes: the ROW prep, trench excavation, installation and setting bollards forming/pouring trench foundations, grouting the bollards, forming/pouring concrete riprap, drill shafts and forming/pouring secant wall cap foundation.	Ramon Macias III, PE-Contracting Officer Tom Rosser - Project Engineer Mike Mems - QA Inspector US Army Corps of Engineers El Paso Field Office (915) 771-0109	32,899,139	12/31/09
370013	FL Department of Transportation 605 Suwanee St. Tallahassee, FL 32399	Jewfish Creek Bridge D/B Contract#: E-6C04 Key Largo, FL Design/Build - Reconstruction of existing two-lane roadway north of Jewfish Creek and provide a new high-level bridge over Jewfish Creek and a low-level bridge over Lake surprise, MOT, flatwork, signage, striping, erosion control, landscape, structure and pavement demo, ground anchors, pipe work, excavation/backfill/stabilize, grade, structural concrete, electrical, base & AC paving.	Parsons Brinkerhoff Pom Chakkaphak (727) 449-0201 (727) 449-0412 (F) pomsit@aol.com Stewart Engineering David R. Ruggles Charles P. Lewis (919) 380-8750 (919) 380-8752 (F)	157,895,133	12/31/09

**ARBITRATION/ LITIGATION FILED BY GRANITE CONSTRUCTION COMPANY (GCC) AS PLAINTIFF AGAINST OWNER REGARDING A PUBLIC PROJECT
5 YEARS - As of September 2010**

Work/ payment issues over \$50,000 only; Granite Construction Company can only provide a list of arbitration and lawsuits.

Case Name	Description	Settlement Date
GCC v. Bard Water District	Non-payment	12/09 - Settled
GCC v. CADOT (Steel Truss Repair Russian River)	Non-payment	9/10 - Settled
GCC v. CA DOT (Route 18)	Non-payment	4/06 - Settled
GCC v. CA DOT (Route 63)	Non-payment due to differing site condition	8/08 - Award issued in favor of GCC; await payment
GCC v. CA DOT (State Route 111)	Non-payment	3/07 - Settled
GCC v. CA DOT (Stockton 1-5)	Non-payment for addl costs b/c of project suspension	12/05 Settled
GCC v. CA DOT (Hwy 18 - Big Bear)	Non-payment	9/06 - Settled
GCC v. CADOT (I-40 Bridge Rehab)	Non-payment for extra work	12/08 - Award issued in favor of GCC; await payment
GCC v. Dublin, City of (arbitration)	Delay claim	4/07 - Settled
GCC v. El Centro, City of (Alder Canal)	Non-payment due to differing site condition	10/07 - Settled
GCC v. Hart High School	Non-payment	7/06 - Settled
GCC v. International Pavement Solutions; City of Rancho Mirage	Non-payment	7/08 - Dismissed
GCC v. Palmdale, City of (Cross Complaint filed)	Non-payment; Contract Dispute	12/08 - Settled
GCC v. Peak Engineering (Cross Complaint)	Defective work	9/08 - Settled
GCC v. Sacramento, City of (West El Camino)	Non-payment	12/08 - Settled
GCC v. USA (Dept. of Navy)	Non-payment	7/07 - Settled

**ARBITRATION/ LITIGATION FILED BY OWNER REGARDING A PUBLIC PROJECT AGAINST
GRANITE CONSTRUCTION COMPANY (GCC) - 5 YEARS - As of September 2010**

Work/Payment issues over \$50,000 only; Granite Construction Company can only provide a list of arbitration and lawsuits.

DESCRIPTION	RESOLUTION
City of Buellton v. GCC	Defective Material
City of San Diego v. A.J. Diani Construction; GCC	False Claims
GCC v. Bard Water District (Cross Complaint filed)	Non-payment
GCC v. Dublin, City of (arbitration) (Counter Complaint filed)	Delay claim
GCC v. El Centro, City of (Alder Canal) (Cross Complaint)	Non-payment due to differing site condition
GCC v. Palmdale, City of (Cross Complaint filed)	Non-payment; Contract Dispute
GCC v. Peak Engineering (Cross Complaint)	Defective work
GCC v. Sacramento, City of (West El Camino) (Counter Complaint filed)	Non-payment
Ogden City Corporation v. J.N. ward & Assoc; GCC	Construction defect
	6/07 -- Settled
	Pending
	12/09 - Settled
	4/07 -- Settled
	10/07 -- Settled
	1/09 -- Settled
	9/08 -- Settled
	12/08 -- Settled
	4/08 -- Settled

GRANITE CONSTRUCTION COMPANY

List of Officers with Years of Service

Name	Present Office Position	Years with Organization
Roberts, James H.	President Chief Executive Officer	28
Donnino, Michael F.	Senior Vice President Group 1 Manager Assistant Secretary	32
Desai, Jigisha (NMN)	Vice President Treasurer Assistant Financial Officer Assistant Secretary	17
Case, Thomas S.	Vice President Group 2 Manager Assistant Secretary	23
Franich, John A.	Vice President Group 3 Manager Assistant Secretary	15
McQuillen, Jay L.	Vice President Group 4 Manager Assistant Secretary	24
Eller, Terry K.	Vice President Secretary General Counsel	<1
Krzeminski, Laurel J.	Vice President Chief Financial Officer Assistant Secretary	2
Marshall, Kent H.	Vice President Director of Business Development Assistant Secretary	13
Wynn, Margaret B.	Vice President of Human Resources Assistant Secretary	2
Wolcott, Scott D.	Vice President of Land and Quarry	25
Bodeman, Thomas	Director of Corporate Taxation Assistant Secretary	4
Smith, Kenneth M.	Group 1 Counsel Assistant Secretary	22
Watts, Richard A.	Assistant General Counsel Group 4 Counsel Assistant Secretary	6
Jasper, Jason M.	Group 2 Counsel Assistant Secretary	3
Lenhardt, Heather J.	Group 3 Counsel Assistant Secretary	2

(NMN) = No Middle Name

GRANITE CONSTRUCTION COMPANY

LIST OF SURETY AGENCIES

Chubb Group of Insurance Companies – Federal Insurance Company – 1926 to Present

15 Mountain View Road

Warren, NJ 07059

Contact: John Fuoss, Executive Underwriting Specialist
(908) 903-3484

State of Incorporation: Indiana

Rating – AM Best: A++ XV; Moody's: Aa2; Standard & Poors: AA

The Travelers Companies, Inc. – August 1, 2002 to Present Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company

1 Tower Square

Hartford, CT 06183

Contact: Brien Bialaski, Vice President
(860) 277-1914

State of Incorporation: Connecticut

Rating – AM Best: A+ XV; Moody's: Aa2; Standard & Poors: AA-

Zurich North America – February 1, 2004 to Present Zurich American Insurance Company Fidelity and Deposit Company of Maryland

Red Brook Corporate Center

600 Red Brook Blvd., 4th Floor

Owings Mills, MD 21117

Contact: James Carroll, Senior Vice President
(410) 559-8708

State of Incorporation: Zurich – New York; F & D - Maryland

Rating – AM Best: A XV; Moody's: A1; Standard & Poors: AA-

Agent Name and Address:

Aon Risk Insurance Services West, Inc.

199 Fremont Street, Suite 1500

San Francisco, CA 94105

(415) 486-7442

Contact: John Gilliland – Vice President

License # 0363334 Expiration 03/31/2011

Single Job Capacity: \$300,000,000. Aggregate Capacity: \$3,800,000,000.

Appendix D1

Updated: 03/01/2010

L:\Shared.TRS\Risk Mgt\Bid Proc\

Prequal\Mst Att\2009\Contracts-Bonding

List of Surety Agencies.doc

GRANITE CONSTRUCTION COMPANY

List of Insurance Carriers

General Liability / Auto Liability

VALLEY FORGE INSURANCE COMPANY

CNA PLAZA Part of CNA Insurance Companies
CHICAGO IL 60685

General Liability - Policy #GL 2074978689
Auto Liability - Policy # BUA 2074978692
Term: 10/01/09 - 10/01/12
Policy Limits: Liability: \$2,000,000 per Occurrence
/ \$10,000,000 General Aggregate
AM Best: A XV Auto: \$2,000,000 Combined Single Limit

Workers' Compensation

VALLEY FORGE INSURANCE COMPANY

CNA PLAZA Part of CNA Insurance Companies
CHICAGO IL 60685

California - Policy # WC 274978630
Out of State - Policy # WC 274978644
Term: 10/01/09 - 10/01/12
Policy Limits: Statutory
AM Best: A XV Policy #409 023 062
State of Washington - Effective 10/25/05 - No Policy Expiration

Contractor's Professional and Pollution Liability

STEADFAST INSURANCE COMPANY

1400 American Lane
Schaumburg, IL 60196

Policy # EOC5087922-05
Term: 10/01/09 - 10/01/11
Policy Limits: \$15,000,000 per Occurrence
/ \$30,000,000 General Aggregate
AM Best: A XV

Contractor's Equipment - Property Insurance

LEXINGTON INSURANCE COMPANY (an AIG Company)

100 Summer Street
Boston, Massachusetts 02110-2103
Policy #018194216

Term: 04/01/10 - 07/01/12
AM Best: A XV Policy Limits: \$25,000,000 per Occurrence

Umbrella

CONTINENTAL CASUALTY COMPANY (CNA)

CNA Plaza 37S
Chicago, Illinois 60685

Policy #: L2068209453
Term: 10/01/09 - 10/01/11
AM Best: A XV Policy Limits: \$5,000,000 per Occurrence & \$9,000,000 Aggregate

Builder's Risk

ZURICH AMERICAN INSURANCE COMPANY

Zurich North America
1400 American Lane, Schaumburg, Illinois 60196

Policy #: MBR5371199-05
Term: 5/01/10 - 5/01/12
A.M. Best Rating: A XV Policy Limits: \$25,000,000 total limit

Agent: McSherry and Hudson
575 Auto Center Drive
Watsonville, CA95076
Contact: Kate Gustavson - Partner
(831) 724-3811

Agent: AON Insurance Services West, Inc
199 Fremont St., Suite #1500
San Francisco, CA 94105
Contact: John Gilliland - Vice President
(831) 486-7442

CONTRACTORS PROPOSAL

TO THE GOVERNING BOARD OF
THE REDEVELOPMENT AGENCY
FOR THE COUNTY OF RIVERSIDE

Date: 10/13/10

Bidder :Granite Construction Company

The undersigned, having carefully examined the proposed site and the Plans and Specifications, the Notice Inviting Bids, the Instructions to Bidders, the Agreement Form, the Bond Forms, the General Conditions and the Supplementary General Conditions for the **RIVERSIDE COUNTY FAIR AND NATIONAL DATE FESTIVAL FAIRGROUNDS PAVING AND DRAINAGE PROJECT, PHASE 4**, hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the construction in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Addendum No. 1 Date 10/11/10
 Addendum No. 2 Date 10/11/10
 Addendum No. 3 Date 10/13/10

for the total sum, including all applicable taxes, permits and licenses as follows:

Base Bid \$ 1,462,655.⁰⁰

Bids must be submitted on all items. Failure to bid on all items may result in the bid being rejected as non-responsive.

DESIGNATION OF SUBCONTRACTORS

In compliance with the Public Contract Code, Sections 4104-4144, the undersigned submits the following complete list of each subcontractor who will perform work or labor or render services in or about the construction in an amount in excess of 2 of 1% of said total bid.

PORTION OF THE WORK	SUBCONTRACTOR	ADDRESS
<u>Maxwell Dry well</u>	<u>Toront Resources</u>	<u>Ontario, CA</u>

PORTION OF THE WORK	SUBCONTRACTOR	ADDRESS
<u>Fencing</u>	<u>Our Valley Fence</u>	<u>Ridgecrest, CA</u>
<u>Electrical</u>	<u>MSL Electric</u>	<u>Anaheim, CA</u>
<u>Sawcut</u>	<u>Spartan Sawcut</u>	<u>Palm springs, CA</u>

Riverside County Fair and National Date Festival Fairgrounds Paving and Drainage Improvements - Phase 4

Name of Bidder Granite Construction Company

Type of Organization a California corporation

Signed By Jigisha Desai Jigisha Desai

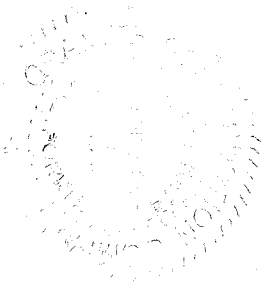
Title of Signer Vice President

Address of Bidder 585 West Beach Street, Watsonville, CA 95076

Telephone Number (831) 724-1011

Contractor's License 89 Classification A B

If bidder is a corporation, and signer is not President or Secretary, attach certified copy of Bylaws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach Power of Attorney. If bidder is not an individual, list names of other persons authorized to bind the organization.



GRANITE CONSTRUCTION COMPANY

CERTIFICATE OF SECRETARY

I, Terry K. Eller, Secretary of GRANITE CONSTRUCTION COMPANY, a California corporation (the "Company"), do hereby certify that the following is a true and correct copy of resolutions duly adopted on August 5, 2010 by unanimous written consent and without a meeting in accordance with the provisions of Article III, Section 9 of the Bylaws of the Company; that the Directors acting were duly and regularly elected; and that the resolutions adopted have not been repealed and are still in full force and effect:

AUTHORIZATION TO EXECUTE DOCUMENTS AND AGREEMENTS

RESOLVED, that, effective September 1, 2010, the below listed individuals are authorized to execute documents and agreements in connection with the operations of this Company :

James H. Roberts	President & CEO
Laurel J. Krzeminski	Vice President, CFO & Assistant Secretary
Michael F. Donnino	Senior Vice President, Group Manager & Assistant Secretary
Thomas S. Case	Vice President, Group Manager & Assistant Secretary
Jigisha Desai	Vice President, Treasurer, Assistant Financial Officer & Assistant Secretary
John A. Franich	Vice President, Group Manager & Assistant Secretary
Terry K. Eller	Vice President, General Counsel, Secretary & Corporate Compliance Officer
Kent H. Marshall	Vice President, Director of Business Development & Assistant Secretary
Jay L. McQuillen, Jr.	Vice President, Group Manager & Assistant Secretary
Scott D. Wolcott	Vice President of Land and Quarry
Margaret B. Wynn	Vice President of Human Resources & Assistant Secretary
Thomas M. Bodeman	Director of Corporate Taxation & Assistant Secretary

RESOLVED FURTHER, that, effective September 1, 2010, the below listed individual of Granite Construction Incorporated, parent of the Company, is authorized to execute documents and agreements in connection with the operations of this Company:

Ananya Mukherjee Assistant Treasurer

RESOLVED FURTHER, that the authority provided herein is subject to the limits of authority previously approved and the Granite Construction Incorporated Delegation of Authority and Policy then in effect as of September 1, 2010.

AUTHORIZATION TO ATTEST DOCUMENTS AND AGREEMENTS

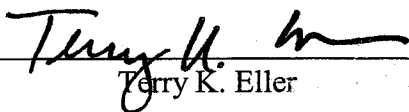
RESOLVED FURTHER, that the below listed individuals are authorized to attest documents and agreements in connection with the operations of the Company effective September 1, 2010:

James H. Roberts	President & CEO
Laurel J. Krzeminski	Vice President, CFO & Assistant Secretary
Michael F. Donnino	Senior Vice President, Group Manager & Assistant Secretary
Thomas S. Case	Vice President, Group Manager & Assistant Secretary
Jigisha Desai	Vice President, Treasurer, Assistant Financial Officer & Assistant Secretary
John A. Franich	Vice President, Group Manager & Assistant Secretary
Terry K. Eller	Vice President, General Counsel, Secretary & Corporate Compliance Officer
Kent H. Marshall	Vice President, Director of Business Development & Assistant Secretary
Jay L. McQuillen, Jr.	Vice President, Group Manager & Assistant Secretary
Scott D. Wolcott	Vice President of Land and Quarry
Margaret B. Wynn	Vice President of Human Resources & Assistant Secretary
Thomas M. Bodeman	Director of Corporate Taxation and Assistant Secretary
Richard A. Watts	Assistant General Counsel, Group Counsel & Assistant Secretary
Kenneth M. Smith	Group Counsel & Assistant Secretary
Jason M. Jasper	Group Counsel & Assistant Secretary
Heather J. Lenhardt	Group Counsel & Assistant Secretary

RESOLVED FURTHER, that, effective September 1, 2010, the below listed individual of Granite Construction Incorporated, parent of the Company, is authorized to attest documents and agreements in connection with the operations of this Company:

Ananya Mukherjee	Assistant Treasurer
------------------	---------------------

Dated: September 2, 2010



Terry K. Eller

BID BOND

*Granite Construction Company

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned, _____* as Principal and Federal Insurance Company, as Surety, are hereby held and firmly bound unto the ECONOMIC DEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, hereinafter called the "Owner", in the sum of ten percent of bid amount dollars (\$10% of bid amount) for the payment of which sum, well and truly to be made, were hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the said Principal is herewith submitting its proposal for the construction of

**RIVERSIDE COUNTY FAIR AND NATIONAL DATE FESTIVAL FAIRGROUNDS
PAVING AND DRAINAGE IMPROVEMENTS
PHASE 4**

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the aforesaid Principal shall be awarded the contract upon said proposal and shall, within the required number of days after the notice of such award, execute a written memorial of the awarded contract and submit the required labor and material and faithful performance bond, then this obligation shall be null and void; and in the event that the principal fails and/or refuses to execute and deliver said documents this bond will be charged with the costs of the damages experienced by the Owner as a result of such refusal, including, but not limited to, publication cost, the difference in money between the amount of the bid of the said principal and the amount for which the obligee may legally contract with another party to perform the said work if such amount be in excess of the former; building lease or rental costs, transportation costs, and additional salary costs that result from the delay due to the principal's default on the awarded contract. In no event, however, shall the Surety's liability exceed the penal sum hereof.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 7th day of October, 2010, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In the presence of:

Kirby Harris
~~Kent H. Marshall~~ / Contracts Admin. II
Kirby Harris, Insurance Claims Admin.
585 W. Beach Street, Watsonville, CA 95076

Address

Individual Principal (Seal)

Business Address

Gina M. Hinds
Gina M. Hinds, Contracts Administrator II

Individual Principal (Seal)

585 W. Beach Street, Watsonville, CA 95076
Address

Business Address

Federal Insurance Company

By: *Cy*
Cythnia P. Johnson,
Attorney-In-Fact

Granite Construction Company
Corporate Principal
585 West Beach Street, Watsonville, CA 95076
Business Address
Jigisha Desai, Vice President

By *Jigisha Desai*
(Affix Corporate Seal)

Attest:

Vanda Funk
Vanda Funk, Contracts Administrator I

585 W. Beach Street, Watsonville, CA 95076

Corporate Principal
Granite Construction Company
585 West Beach Street, Watsonville, CA 95076
Business Address

Kent H. Marshall, Assistant Secretary
By *Kent H. Marshall*
(Affix Corporate Seal)

Attest:

The rate of premium on this bond is N/A per thousand. Total amount of premium charged,
\$ N/A.

(The above must be filled in by corporate surety.)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

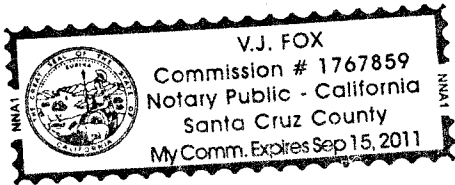
State of California }
 County of Santa Cruz }

On 10/07/10 before me, V.J. Fox, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Cynthia P. Johnson, Attorney-in-Fact
Name(s) of Signer(s)

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

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



WITNESS my hand and official seal.

Place Notary Seal Above

Signature [Handwritten Signature]
Signature of Notary Public V.J. Fox, Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

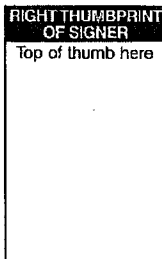
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

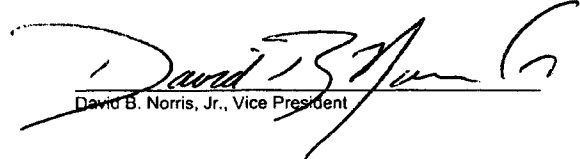
Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint **Jigisha Desai, John Gilliland, Cynthia P. Johnson, Kathleen Schreckengost, Ananya Mukherjee and Eve Perez of Watsonville, California**

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business on behalf

in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bond or obligation by such Attorney- in- Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **17th day of December, 2009**


Kenneth C. Wendel, Assistant Secretary


David B. Norris, Jr., Vice President

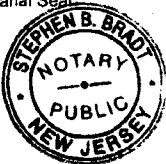
STATE OF NEW JERSEY

ss.

County of Somerset

On this, **17th** day of **December, 2009** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



STEPHEN B. BRADT
Notary Public, State of New Jersey
No. 2321097
Commission Expires Oct. 25, 2014



Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

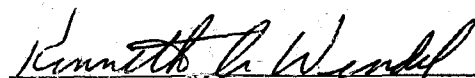
I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this

10/07/10





Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3636 e-mail: surety@ chubb.com

N/A

AFFIDAVIT FOR INDIVIDUAL CONTRACTORS

_____ declares as follows:

That he or she is the party making the foregoing proposal or bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, associations, 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 County of Riverside or 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.

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

Dated this _____(day) of _____(month), _____(year)

at _____, California

Signature of affiant:

Note: Notarization of signature required

N/A

AFFIDAVIT FOR JOINT VENTURE OR COPARTNERSHIP CONTRACTOR

_____ declares as follows:

That he or she is a member of the joint venture or co-partnership firm designated as _____ which is the party making the foregoing proposal or 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 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 County of Riverside or 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.

That he/she has been and is duly vested with authority to make and sign instruments for the joint venture or co-partnership by

_____ who constitute the other members of the joint venture or co-partnership.

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

Dated this _____ (day) of _____ (month), _____ (year)

at _____, California

Signature of affiant:

Note: Notarization of signature required

AFFIDAVIT FOR CORPORATE CONTRACTOR

Jigisha Desai declares as follows:

That he or she is a member of Granite Construction Company, a corporation which is a party making the foregoing proposal or 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 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 County of Riverside or 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.

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

Dated this 13th (day) of October (month), 2010 (year)

at Watsonville, California

Signature of affiant: Jigisha Desai
Jigisha Desai, Vice President

Note: Notarization of signature required

JURAT

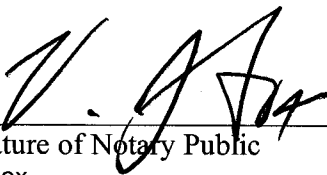
STATE OF CALIFORNIA }
 }
COUNTY OF SANTA CRUZ }

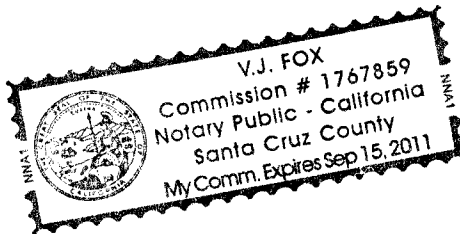
Subscribed and sworn to (or affirmed) before me on

this 13th day of October , 20 10 ,

by Jigisha Desai, Vice President

proved to me on the basis of satisfactory evidence to be the person(s) who appeared
before me.

By:  (Seal)
Signature of Notary Public
V.J. Fox


V.J. FOX
Commission # 1767859
Notary Public - California
Santa Cruz County
My Comm. Expires Sep 15, 2011

AGREEMENT FORM

THIS AGREEMENT entered into this _____ day of _____, 20____, by and between _____, hereinafter called the "Contractor" and the Economic Development Agency for the County of Riverside, hereinafter called the "Owner".

WITNESSETH

That the parties hereto have mutually covenanted and agreed as follows:

CONTRACT: The complete Contract includes all of the Contract Documents, to wit: The Notice Inviting Bids, the Instructions to Bidders, the Contractor's Proposal, the Payment and Performance Bonds, the Plans and Specifications plus any Addenda thereto, the General Conditions, Specific Conditions, and this Agreement. All contract documents are intended to cooperate and be complementary so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all contract documents.

STATEMENT OF WORK: The Contractor hereby agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor, and materials for the construction of and in strict accordance with the plans and specifications _____, 2010, prepared by David Evans and Associates, Inc., hereinafter called the "Engineer", including Addenda thereto as listed in the Contractor's Proposal, all of which are made a part hereof.

TIME FOR COMPLETION: The work shall be commenced on a date to be specified in a written order of the Engineer and shall be completed within ninety (90) calendar days from and after said date. It is expressly agreed that except for extensions of time duly granted in the manner and for the reasons specified in the General Conditions, time shall be of the essence.

COMPENSATION TO BE PAID TO CONTRACTOR: The Owner agrees to pay and the Contractor agrees to accept in full consideration for the performance of the Contract, subject to additions and deductions as provided in the General Conditions, the sum of _____ Dollars (\$ _____), being the total of the Base Bid.

The sum is to be paid according to the schedule as provided in the General Conditions.

Pursuant to Labor Code Section 1861, the Contractor gives the following certifications: I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Contractor and Owner do hereby acknowledge that this project will be partially or fully funded with Community Development Block Grant (CDBG) funds [24 CFR 570] and is therefore subject to applicable Federal procurement, labor, environmental, equal opportunity, and other regulations

Contractor shall maintain and keep books and records on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. Said

Riverside County Fair and National Date Festival Fairgrounds Paving and Drainage Improvements Phase 4

books and records shall be made available to the County, the State of California, the Federal government, and to any authorized representative thereof for the purposes of audit at all reasonable times and places. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Agreement.

Contractor shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC a-276, a-5) and the implementation regulations thereof. Contractor shall comply with the U.S. Department of Housing and Urban Development's Federal Labor Standards Provisions (HUD 4010). Contractor acknowledges that the applicable Wage Determination for this project is:

General Decision Number: CA _____
Modification Number: _____
Date: _____

Section 3 Compliance: The Contractor hereby acknowledges that this federally-funded project is subject to Section 3 of the *Housing and Urban Development Act of 1968* [12 U.S.C. 1701u and 24 CFR Part 135] and agrees to the following:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the

contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

IN WITNESS WHEREOF, the parties hereto on the day and year first above written have executed this agreement in _____ counterparts.

Type of Contractor's organization

If other than individual or corporation, list names of all members who have authority to bind firm.

IF OTHER THAN CORPORATION EXECUTE HERE

Attest: _____ Firm Name _____

_____ Signature _____

_____ Address _____

Contractor's License No. _____

IF CORPORATION, FILL OUT FOLLOWING AND EXECUTE

Name of President of Corporation _____

Name of Secretary of Corporation _____

Corporation is organized under the laws of the state of _____

Firm Name _____

Signature _____

AFFIX
SEAL

Title of Office _____

Address _____

Contractor's License No. _____

Attest: _____ Owner _____

Deputy

By _____

Chairman of the Board

Seal

PERFORMANCE BOND

The makers of this bond, _____, as Principal, and _____, as Surety, are held and firmly bound unto the ECONOMIC DEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, hereinafter called the Owner, in the sum of \$_____dollars for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the principal entered into a certain contract, hereto attached, with the Owner, dated _____, 2010, for the construction of **RIVERSIDE COUNTY FAIR AND NATIONAL DATE FESTIVAL FAIRGROUNDS PAVING AND DRAINAGE IMPROVEMENTS, PHASE 4**, in accordance with plans and specifications, dated September , 2010.

Now, therefore, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof that may be granted by the Owner, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation to be void, otherwise to remain in full force and virtue. Without notice, Surety consents to extension of time for performance, change in requirements, change in compensation, or prepayment under said contract.

DATED: _____

PRINCIPAL

By _____

SURETY

By _____

Its' Attorney in Fact

Title _____

(If corporation, affix seal)

(NOTE: This bond must be executed by both parties, with corporate seals affixed. All signatures must be acknowledged. Attach acknowledgments.)

PAYMENT BOND
(Public Work - Civil code Section 3247 et seq.)

The makers of this bond are _____, as Principal and Original Contractor, and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this bond is issued in conjunction with that certain public works contract dated _____, between Principal and the ECONOMIC DEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, a public entity, as Owner, for \$ _____, the total amount payable. THE AMOUNT OF THIS BOND IS 100% OF SAID SUM. Said contract is for public work generally consisting of _____.

The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and the requirements and conditions of this Bond are as is set forth in Sections 3248, 3249, 4250 and 3252 of said Code. Without notice, Surety consents to extension of time or performance, change in requirements, amount of compensation, or repayment under said contract.

DATED: _____

Original Contractor - Principal

Surety

By _____

By _____
Its' Attorney in Fact

Title _____
(If corporation, affix seal)

(Corporate Seal)

STATE OF CALIFORNIA)
COUNTY OF _____) SURETYS ACKNOWLEDGMENT

On _____, before me personally appeared _____, known to me to be the person whose name is subscribed to the within instrument as attorney in fact of _____, a corporation, and acknowledged that he subscribed the name of said corporation thereto, and his own as its attorney in fact.

Notary Public (Seal)

Approved as to form:

Agency Counsel

Riverside County Fair and National Date Festival Fairgrounds Paving and Drainage Improvements Phase 4

County of Riverside
Economic Development Agency

SPECIAL FEDERAL PROVISIONS
CONSTRUCTION BID DOCUMENT

Community Development Block Grant
Construction Activities

Last Date of Revision: April 22, 2010

BID DOCUMENT INDEX

EXHIBITS

Bid Forms

1. General Summary
2. B-1 Federal Labor Standards Provisions (HUD 4010)
3. B-2 Federal Prevailing Wage Decision (CA _____ Mod. _____)
4. B-3 Project Sign
5. B-4 Certification of Bidder Regarding Nonsegregated Facilities
6. B-5 County of Riverside Section 3 Affirmative Action Program
7. B-6 Bidder's Certification for Section 3 Compliance
8. B-7 Bidder's Certification on Federal Contract Requirements
9. B-8 Questionnaire Regarding Bidders
10. B-9 List of Sub-Contractors and Suppliers

Post-Award Forms

11. PA-1 Performance Bond (100% of contract price)
12. PA-2 Payment Bond
13. PA-3 Subcontractor Questionnaire
14. PA-4 Sub-Contractor Certification Regarding Nonsegregated Facilities
15. PA-5 Section 3 Summary Report
16. PA-6 Davis-Bacon Classifications and Pay Rates
17. PA-7 Subcontractor Certification for Affirmative Action

GENERAL SUMMARY

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

1. The Contractor and the Sub-contractor(s) shall perform all work in accordance with the project plans and specifications, including all stipulations designed to meet diversified Federal Environmental Architectural, the Architectural Barrier Act of 1968, as amended; the Americans with Disabilities Act of 1990, Public Law 101-336, as amended.
2. The Contractor and the Sub-contractor(s) shall allow all authorized Federal State and/or County officials access to the work area, fiscal, payroll, materials and other relevant contract records. All relevant records must be retained for at least five years.
3. The Contractor and the Sub-contractor(s) shall comply with the Lead Based Paint Poisoning Prevention Act and the Implementation Regulations (24 CFR 35) issued pursuant thereto and any amendments thereof.
4. The Contractor and the Sub-contractor(s) shall comply with Section 503 of the Rehabilitation Act of 1973 (P.L. 93-112) and the Implementation Regulations (41 CFR 60-741) issued pursuant thereto and any amendments thereof.
5. The Contractor and the Sub-contractor(s) shall comply with Section 40-2, Vietnam Era Veterans Adjustment Assistance Act of 1974 and the Implementation Regulations (41 CFR 60-250) issued pursuant there to any amendment thereof.
6. The Contractor and the Sub-contractor(s) shall comply with the Title IV of the Civil Rights Act of 1964 and the Title VIII of the Civil Rights Act of 1963 and any amendment thereof.
7. For projects \$100,000 or over the Contractor and the Sub-contractor(s) shall comply with Clean Air Act of 1963 (P.L. 90-148) and the Federal Water Pollution Act (P.L. 52-500), as amended and all applicable standards or regulations (40 CFR Part 15 and 61) issued pursuant to the said acts.
8. For projects \$2,000 or over, the Contractor and the Sub-contractor(s) shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC a-276 a-5), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5) and any amendments thereof. Pursuant to the said regulations, Exhibit B-1 and B-2 entitled "Federal Labor Standards Provisions" and "Federal Prevailing Wage Decision" respectively are herewith attached.
9. The Contractor and Sub-contractor(s) shall comply with the Copeland Anti Kickback Act (40 USC 276 C) and the Implementation regulations (29 CFR 3) issued pursuant thereto and any amendments thereof. Exhibit B-1 contains the key provisions of the said act.

10. For construction projects \$2,000 or over, or other projects \$2,500 or more which utilize mechanics or laborers the Contractor and the Sub-contractor(s) shall comply with the Contract Work Hours and Safety Standards Act (40 USC 327-332) and the Implementation Regulations (29 CFR 5) issued pursuant thereto and any amendments thereof. **Exhibit B-1** contains the key provisions of the said act.
11. For projects \$25,000 or over the Contractor shall provide one sign board to be located as directed by the owner. The sign board shall be mounted in an acceptable manner and constructed as shown and specified in **Exhibit B-3**. Additional information can be added to the project sign at the request of the project sponsor.
12. The Contractor shall comply with all laws, ordinances and regulations applicable to the work. If the Contractor ascertains at any time that any of the requirements of the contract are at variance with applicable law, ordinances, regulations or building code requirements, he shall promptly notify the owner and the Executive Director of Riverside County's Economic Development Agency and shall not proceed with the work in question, except at his own risk, until the owner and the said Director has had an opportunity to determine the extent of the responsibility for the variance and the appropriate corrective actions undertaken.
13. The Contractor shall complete and execute the attached Certification of Bidder Regarding Segregated Facilities **Exhibit B-4**.
14. Wherever applicable, the Contractor and the Sub-contractor(s) shall comply with, Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments, 24 CFR Part 85 or Uniform Requirements for Assistance to State and Local Governments, Circular A-102; Whichever is applicable.
15. For projects \$100,000 or over the Contractor shall furnish to the owner, a Performance bond, a Payment bond, and Materials Bond executed as surety by a corporation acceptable to the owner and authorized to issue surety bonds in the State of California. Such a performance bond and a payment bond and materials bond shall be for one hundred percent (100%) of the total contract price. (Attached herewith are recommended formats for said bonds, **Exhibits PA-1 and PA-2**).
16. The Contractor and the Sub-contractor(s) shall comply with Section 3 of The Housing and Community Development Act of 1968 and the regulations (24 CFR 125) issued pursuant thereto and amendments thereof. Pursuant to the said act, the Contractor and the Sub-contractor(s) shall comply with the attached County of Riverside Section 3 Policy and Requirements **Exhibits B-5, B-6, and PA-6**.
17. Along with the bid, the Contractor shall submit the attached, **Exhibit B-7**, certification that "he fully understands the diversified Federal requirements imposed on the Contractor(s) of HUD funded construction projects."

18. Wherever applicable, the Contractor and the Sub-contractor(s) shall comply with Section 109 of The Housing and Community Development Act of 1974 and the Implementation Regulations (24 CFR570.601) issued pursuant thereto and any amendments thereof.
19. For projects \$100,000 or over the Contractor shall submit a Bid Guarantee Bond in an amount no less than 5% of the total contract price, along with the bid.
20. The Contractor and Sub-contractor(s) shall comply with the Affirmative Action Reporting Requirements by completing the attachment Exhibit B-6 entitled, "Contractor Certification for Affirmative Action."
21. Federal Employee Benefit Clause: No member of or delegate to the congress of the United States, and no Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise from the same.
22. The Questionnaire Regarding Bidders Exhibit B-8 and List of Sub-contractors Exhibit B-9 are considered part of the Federal Contracting Requirements and are included in the bid document. Both documents are required to be completed by the Prime Contractor.

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development - Office of Labor Relations.

Previous editions are obsolete Page 1 of 5 form HUD-4010 (06/2009) ref. Handbook 1344.1 **Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally 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 I(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 29 CFR 5.5(a)(1)(iv); 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 conformed under 29 CFR 5.5(a)(1)(ii) 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.

(ii) (a) Any class of laborers or mechanics 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. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee 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 HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, 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.

(iii) 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.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part Previous editions are obsolete Page 2 of 5 form HUD-4010 (06/2009) ref. Handbook 1344.1 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee 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, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work 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. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. 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 Department of Labor Wage and Hour Division Web site: www.dol.gov/esa/whd/forms, 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 HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, 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 subparagraph 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 HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) 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:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete; Previous editions are obsolete Page 3 of 5 form HUD-4010 (06/2009) ref. Handbook 1344.1

(2) 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 29 CFR Part 3;

(3) 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.

(c) 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 subparagraph A.3.(ii)(b).

(d) 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.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee 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, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, 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.

(i) Apprentices. 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.

(ii) **Trainees.** 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 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.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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 will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses 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 this paragraph.

7. Contract termination; debarment. A breach 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 HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. 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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) 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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. 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 the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore 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 subparagraph (1) of this paragraph, 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 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph. Previous editions are obsolete Page 5 of 5 form HUD-4010 (06/2009) ref. Handbook 1344.1

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee 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 contract, 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 subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph 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 subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Form HUD-4010 (June 2009)

FEDERAL PREVAILING WAGE DECISION

(CA _____ mod. _____)
Insert most recent (10 days prior to bid opening) wage decision at this point.

2-1 LABOR STANDARDS REQUIREMENTS - PRECONSTRUCTION PHASE. A construction project covered by Federal labor standards requires a series of specific actions . . . prior to the actual start of construction. Those actions are:

- a. obtaining an applicable wage determination for the project;
- b. including that wage determination (and any modifications) in the bid documents (where there is competitive bidding or in invitations for proposals . . .
- c. including appropriate labor standards provisions and the wage determination in the construction contract; ...

2-2 CONSTRUCTION WAGE DETERMINATION - DEFINITION. All construction bid documents and contracts or analogous instruments covered by Federal labor standards must contain a current and applicable wage determination issued by the Department of Labor. The term "wage determination" includes the original decision and any subsequent decisions modifying, superseding, correcting, or otherwise changing the provisions of the original decision.

Reference: Handbook 1344.1 Federal Labor Standards Compliance in Housing and Community Development Programs'; paragraph 2-1, section 1 paragraph 1-1.

OBTAINING WAGE DETERMINATIONS

Project wage determinations are obtained through the submission of Standard Form SF-308 to the Department of Labor (DOL) by the:

County of Riverside Economic Development Agency

The Agency will submit the appropriate form to the HUD Field Office Labor Relations Staff for the most current wage decision effective 10 days before the opening of bids. Project wage determinations initially issued shall be effective for 180 calendar days from the date of such determinations. If an effective wage determination is not used in the period of its effectiveness it is void. Initial endorsement or start of construction, whichever occurs first, will serve to "lock in" the wage determination. Allow a least 30 days for processing such requests to HUD.

INSERT PREVAILING WAGE HERE

General Decision Number: CA100036 09/10/2010 CA36

Superseded General Decision Number: CA20080036

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Riverside County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/12/2010
1	03/26/2010
2	04/02/2010
3	04/16/2010
4	06/25/2010
5	07/02/2010
6	07/23/2010
7	08/06/2010
8	08/13/2010
9	08/27/2010
10	09/03/2010
11	09/10/2010

ASBE0005-002 01/01/2010

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 32.93	15.32
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 24.21	13.76

ASBE0005-004 01/01/2010

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from		

mechanical systems, whether they contain asbestos or not)....\$ 18.85 8.03

BOIL0092-003 10/01/2009

	Rates	Fringes
BOILERMAKER.....	\$ 40.22	22.26

BRCA0004-011 05/01/2010

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 35.25	10.62

BRCA0018-004 06/01/2008

	Rates	Fringes
MARBLE FINISHER.....	\$ 25.52	9.08
TILE FINISHER.....	\$ 21.07	7.88
TILE LAYER.....	\$ 32.05	11.99

BRCA0018-010 09/01/2009

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 26.59	9.62
TERRAZZO WORKER/SETTER.....	\$ 33.63	10.46

CARP0409-001 07/01/2010

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 37.35	11.08
(2) Millwright.....	\$ 37.85	11.08
(3) Piledriver/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Frammer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 37.48	11.08
(4) Pneumatic Nailer, Power Stapler.....	\$ 37.60	11.08
(5) Sawfiler.....	\$ 37.44	11.08
(6) Scaffold Builder.....	\$ 28.55	11.08
(7) Table Power Saw Operator.....	\$ 37.45	11.08

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre-drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by

piledrivers): \$0.13 per hour additional. Certified Welder
 - \$1.00 per hour premium.

 CARP0409-002 07/01/2008

	Rates	Fringes
Diver		
(1) Wet.....	\$ 663.68	9.82
(2) Standby.....	\$ 331.84	9.82
(3) Tender.....	\$ 323.84	9.82
(4) Assistant Tender.....	\$ 299.84	9.82

Amounts in "Rates" column are per day

 CARP0409-005 07/01/2010

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 37.35	11.08
STOCKER/SCRAPPER.....	\$ 10.00	6.67

 CARP0409-008 07/01/2008

	Rates	Fringes
Modular Furniture Installer.....	\$ 19.00	7.41

 ELEC0011-002 02/01/2010

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System		
Installer.....	\$ 26.99	3%+8.64
Technician.....	\$ 28.79	3%+8.64

SCOPE OF WORK:

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below) and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station. Fire alarm work shall be performed at the current

inside wireman total cost package.

 ELEC0440-001 06/01/2009

	Rates	Fringes
ELECTRICIAN		
INSIDE ELECTRICIAN.....	\$ 35.70	3%+15.59
INTELLIGENT TRANSPORTATION SYSTEMS		
Electrician.....	\$ 35.00	3%+15.14
Technician.....	\$ 26.25	3%+15.14

ZONE PAY: Zone A: Free travel zone for all contractors performing work in Zone A.
 Zone B: Any work performed in Zone (B) shall add \$8.00 per hour to the current wage scale. Zone (B) shall be the area from the eastern perimeter of Zone (A) to a line which runs north and south beginning at Little Morongo Canyon (San Bernardino/Riverside County Line), Southeast along the Coachella Tunnels, Colorado River Aqueduct and Mecca Tunnels to Pinkham Wash then South to Box Canyon Road, then southwest along Box Canyon Road to Highway 195 west onto 195 south to Highway 86 to Riverside/Imperial County Line.

 ELEC1245-001 06/01/2010

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 46.14	13.41
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 36.85	12.36
(3) Groundman.....	\$ 28.19	12.10
(4) Powderman.....	\$ 41.20	12.53

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

 ELEV0018-001 01/01/2010

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 45.33	20.035

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
 PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-003 07/01/2009

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 36.83	17.22
GROUP 2.....	\$ 37.61	17.22
GROUP 3.....	\$ 37.90	17.22
GROUP 4.....	\$ 39.39	17.22
GROUP 5.....	\$ 40.49	17.22
GROUP 6.....	\$ 39.61	17.22
GROUP 7.....	\$ 40.71	17.22
GROUP 8.....	\$ 39.72	17.22
GROUP 9.....	\$ 40.82	17.22
GROUP 10.....	\$ 39.84	17.22
GROUP 11.....	\$ 40.94	17.22
GROUP 12.....	\$ 40.01	17.22
GROUP 13.....	\$ 40.11	17.22
GROUP 14.....	\$ 40.14	17.22
GROUP 15.....	\$ 40.22	17.22
GROUP 16.....	\$ 40.34	17.22
GROUP 17.....	\$ 40.51	17.22
GROUP 18.....	\$ 40.61	17.22
GROUP 19.....	\$ 40.72	17.22
GROUP 20.....	\$ 40.84	17.22
GROUP 21.....	\$ 41.01	17.22
GROUP 22.....	\$ 41.11	17.22
GROUP 23.....	\$ 41.22	17.22
GROUP 24.....	\$ 41.34	17.22
GROUP 25.....	\$ 41.51	17.22
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 38.18	17.22
GROUP 2.....	\$ 38.96	17.22
GROUP 3.....	\$ 39.25	17.22
GROUP 4.....	\$ 39.39	17.22
GROUP 5.....	\$ 39.61	17.22
GROUP 6.....	\$ 39.72	17.22
GROUP 7.....	\$ 39.84	17.22
GROUP 8.....	\$ 40.01	17.22
GROUP 9.....	\$ 40.18	17.22
GROUP 10.....	\$ 41.18	17.22
GROUP 11.....	\$ 42.18	17.22
GROUP 12.....	\$ 43.18	17.22
GROUP 13.....	\$ 44.18	17.22
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1.....	\$ 38.68	17.22
GROUP 2.....	\$ 39.46	17.22
GROUP 3.....	\$ 39.75	17.22
GROUP 4.....	\$ 39.89	17.22
GROUP 5.....	\$ 40.11	17.22
GROUP 6.....	\$ 40.22	17.22
GROUP 7.....	\$ 40.34	17.22

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval

Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes load, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes load, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Horizontal Directional Drilling Machine; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator;

Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 7: Welder - General

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor

compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine,

Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired

earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes load, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SBM to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of

the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

 ENGI0012-004 08/01/2009

	Rates	Fringes
OPERATOR: Power Equipment		
(DREDGING)		
(1) Leverman.....	\$ 44.83	17.22
(2) Dredge dozer.....	\$ 40.36	17.22
(3) Deckmate.....	\$ 40.25	17.22
(4) Winch operator (stern winch on dredge).....	\$ 39.70	17.22

(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 39.16	17.22
(6) Barge Mate.....	\$ 39.77	17.22

IRON0002-004 07/01/2010

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 26.58	15.26
Ornamental, Reinforcing and Structural.....	\$ 33.00	23.73

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

* LABO0300-001 09/01/2010

	Rates	Fringes
Brick Tender.....	\$ 27.17	14.72

* LABO0300-003 07/01/2010

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 30.04	17.37
GROUP 2.....	\$ 29.09	17.37
GROUP 3.....	\$ 25.55	17.37
LABORER (TUNNEL)		
GROUP 1.....	\$ 31.24	14.98
GROUP 2.....	\$ 31.56	14.98
GROUP 3.....	\$ 32.02	14.98
GROUP 4.....	\$ 32.71	14.98
LABORER		
GROUP 1.....	\$ 26.33	14.75
GROUP 2.....	\$ 26.88	14.75
GROUP 3.....	\$ 27.43	14.75
GROUP 4.....	\$ 28.98	14.75

GROUP 5.....\$ 29.33 14.75

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and

out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Bull gang mucker, track person; Changehouse person; Concrete crew, including rodder and spreader; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person

GROUP 2: Chucktender, cabetender; Loading and unloading agitator cars; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.); Vibrator person, jack hammer, pneumatic tools (except driller)

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO0300-005 08/05/2009

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 26.65	14.70
PLASTER TENDER.....	\$ 29.20	14.70

LABO0882-002 01/01/2010

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 26.15	14.25

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO1184-001 07/01/2010

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 27.05	11.65
(2) Vehicle Operator/Hauler.	\$ 27.22	11.65
(3) Horizontal Directional Drill Operator.....	\$ 29.07	11.65
(4) Electronic Tracking Locator.....	\$ 31.07	11.65
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 28.50	14.56
GROUP 2.....	\$ 29.80	14.56
GROUP 3.....	\$ 31.81	14.56

GROUP 4.....\$ 33.55 14.56

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

PAIN0036-001 08/01/2010

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint.....	\$ 26.05	9.68
(2) All Other Work.....	\$ 9.68	9.41

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

PAIN0036-008 01/06/2010

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 33.22	12.19

PAIN0036-015 08/01/2010

	Rates	Fringes
--	-------	---------

GLAZIER.....\$ 36.90 20.53

FOOTNOTE: Additional \$1.25 per hour for work in a condor, from the third (3rd) floor and up Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

PAIN1247-002 01/01/2010

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 30.85	10.54

PLAS0200-009 08/04/2010

	Rates	Fringes
PLASTERER.....	\$ 30.21	14.23

PLAS0500-002 07/01/2010

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 29.50	19.85

PLUM0016-001 07/01/2009

	Rates	Fringes
PLUMBER/PIPEFITTER		
(1) Work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 28.84	14.47
(2) Work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space.....	\$ 35.97	15.86
(3) All other work.....	\$ 37.10	16.84

PLUM0345-001 07/01/2009

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter.....	\$ 26.70	13.84
Sewer & Storm Drain Work....	\$ 25.18	15.67

ROOF0036-002 08/01/2010

	Rates	Fringes
ROOFER.....	\$ 34.65	9.07

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal

tar pitch, the entire roofing crew shall receive \$1.75 per hour "pitch premium" pay.

 SFCA0669-002 04/01/2010

	Rates	Fringes
SPRINKLER FITTER.....	\$ 33.35	17.60

 SHEE0105-003 07/01/2010

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines) and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work.....	\$ 42.54	17.72
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechatural sheet metal work, excluding A-C, heating, ventilating systems for human comfort...	\$ 35.56	22.90

 TEAM0011-002 07/01/2008

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 26.44	18.24
GROUP 2.....	\$ 26.59	18.24
GROUP 3.....	\$ 26.72	18.24
GROUP 4.....	\$ 26.91	18.24
GROUP 5.....	\$ 26.94	18.24
GROUP 6.....	\$ 26.97	18.24
GROUP 7.....	\$ 27.22	18.24
GROUP 8.....	\$ 27.47	18.24
GROUP 9.....	\$ 27.67	18.24
GROUP 10.....	\$ 27.97	18.24
GROUP 11.....	\$ 28.47	18.24
GROUP 12.....	\$ 28.90	18.24

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations

indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

PROJECT SIGN
(For Community Development Block Grant Funded Projects)
(4' X 8')

COUNTY OF RIVERSIDE
ECONOMIC DEVELOPMENT AGENCY
(White letters on red background)

SUPERVISOR'S NAME

DISTRICT

PROJECT NAME

PROJECT COST

SPONSOR

CONTRACTOR

ARCHITECT/ENGINEER

(Blue letters on white background)

FUNDED BY: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
EQUAL OPPORTUNITY - AFFIRMATIVE ACTION EMPLOYER
EXECUTIVE ORDER 11246 AND SECTION 3 OF HOUSING AND URBAN
DEVELOPMENT ACT OF 1968, AS AMENDED

(White letters on blue background)

**CERTIFICATION OF BIDDER
REGARDING NONSEGREGATED FACILITIES**

Project Name: Riverside County Fair and National Date Festival Fairgrounds Paving and Drainage Improvements - Phase 4

Name of Bidder: Granite Construction Company

The above named Bidder hereby certifies that:

I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, wash rooms, restaurants and other eating areas, time clocks, locker rooms or other dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, national origin, or because of habits, local customs, or otherwise.

I further agree to obtain identical certifications from all proposed subcontractors prior to the award of subcontracts exceeding \$10,000.

Signature: 

Name (Print): Jigisha Desai

Title: Vice President

Date: 10/13/10



**COUNTY OF RIVERSIDE
AFFIRMATIVE ACTION PROGRAM**

**ECONOMIC OPPORTUNITIES FOR SECTION 3 RESIDENTS
AND
SECTION 3 BUSINESS CONCERNS**

The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD Assistance for housing.

AFFIRMATIVE ACTION POLICY STATEMENT

The County of Riverside, as the Community Development Block Grant Administrator, shall take Affirmative Action to insure to the greatest extent feasible that:

1. Contracts for work (involving both construction and non-construction projects) funded from Community Development moneys be awarded to business located in and/or owned in substantial part by persons residing within the Section 3 covered project area.
2. That lower income residents of said project area are to be provided, to the greatest extent feasible, employment and training opportunities emanating from such contracts.

It will be established policy to:

1. Enlist the support of community agencies, schools and unions in the recruitment, hiring and training of low income persons residing within Section 3 project areas.
2. To insure that project area business are afforded a maximum feasible opportunity to bid on contracts.
3. To insure that contractors understand and comply with their obligations under the *Act (24 CFR Part 135)*.
4. To provide a system to periodically monitor and evaluate that effectiveness with which the plan is being carried out.

To insure that we continue to meet our obligations and commitments we have developed a *Section 3 Affirmative Action Program*. All contractors and sub-contractors are expected to demonstrate a spirit of support and cooperation in the implementation of this program.

The Executive Director of the Community Development Agency will be responsible for the implementation, administration, and monitoring of our policy and program.

Date: February 8, 1988

Supervisor Walt P. Abraham Chairman, Board of Supervisors

II DEFINITION OF TERMS

1. Business concerns located within the Section 3 covered project area: Means those individuals or firms located within the relevant Section 3 covered project area as determined, pursuant to 24 CFR 135.15.
2. Business concerns owned in substantial part by persons residing in the Section 3 covered project area: Means those business concerns which are five (5) percent or more owned by persons residing within the relevant Section 3 covered project as determined pursuant to 24 CFR 135.15.
3. Contracting party: Means any entity which contracts with a contractor for the performance of work in connection with a Section 3 covered project.
4. Contractor: Means any entity which performs work in connection with a Section covered project.
5. Lower income resident of the area: A person residing in the Community Development Block Grant project area of the County of Riverside whose annual family income does not exceed eighty (80) percent of the median income. (Calculations are to be based on the median income level as reported by HUD).
6. Project area: In most cases the project area will be bounded by the County limits (or participants' City limits as applicable). However, priority shall be given to persons living within the County's Impact Areas.

III SPECIFIC AFFIRMATIVE ACTION STEPS

In order to comply with Section 3 regulations affirmative action must be taken. This affirmative action will be at least extensive and specific as the following:

- Each contractor and sub-contractor shall incorporate in all contracts for work in connection with a Section 3 covered project the following Section 3 Clause:
- Every applicant, recipient, contracting party, contractor, and sub-contractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with Section 3 covered project, the following clause (referred to as a Section 3 Clause):

The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development, and is subject to the requirements of Section 3 of the Housing and Urban Development act of 1968, as amended, 12 U.S.C. 176. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 570, and all applicable rules and orders of the Department issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

The contractor will send to each labor organization, or representative or workers, with which he has collective bargaining agreement or other contract, or understanding, if any, a notice advising the said labor organization or workers; representative of his commitments under this Section 3 Clause and shall post copies of the notice in a conspicuous place available to employees and applicants for employment or training.

The contractor will include this Section 3 Clause in every sub-tier contract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, that appropriate action pursuant to the sub-tier contract upon finding that the sub-contractor is in violation of the regulations issued by the Secretary of Housing, and Urban Development, 24 CFR 570. The contractor will not enter into any sub-tier contract with any sub contractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 570 and will not let any sub-contract unless the sub-contractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 570, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and sub-contractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

2. All contractors and their sub-contractors shall include as part of their bid proposal a copy of their Section 3 Affirmative Action Plan. The Program should include the following:
 1. A preliminary statement of workforce needs (skilled, semi-skilled, unskilled labor and trainees by category).
 2. Goals (in percentage) relative to utilization of lower income persons in project area.
 3. Goals relative to the project dollar amount of sub-contractors to be awarded to project area business

IV DISSEMINATION OF SECTION 3 PROGRAM POLICY

In order that all contractors of the County of Riverside have a full understanding of the County's position regarding this Section 3 Affirmative Action Plan the following procedures will be initiated:

1. All advertisements and invitations to bid will include the County's Section 3 Affirmative Action Plan requirements.
 2. All Community Development Block Grant contracts will include the County's Section 3 Affirmative Action Plan.
 3. The Section 3 Grievance Procedure and signs shall be placed at construction sites identifying the project as a Section 3 covered project.
-

V PROGRAM EVALUATION

Pursuant to Section 3 requirements (24 CFR 1325.20) the County of Riverside, as Block Grant Administrator, shall assist and actively cooperate with the Department of Housing and Urban Development in insuring the compliance of our contractors and sub-contractors.

All contractors shall:

1. Maintain a list of all lower income area residents who have applied whether on their own or on referral from any source.
 2. Set forth evidence, acceptable to the Executive Director or the Community Development Agency that its actions were not an attempt to circumvent program requirements, if vacant apprentice or trainee positions in its organization are filled immediately prior to undertaking work pursuant to a Section 3 covered project.
-

VI COMPLAINT PROCEDURE

Any low income resident of a project area for him/herself or as a representative of persons similarly situated, seeking employment or training opportunities with a contractor or sub-contractor, or any business concern located in, or owned in substantial part by persons residing within a project area seeking contract opportunities from any contractor or sub-contractor for personally or by an authorized representative file a grievance alleging non-compliance with Section 3, these regulations, or obligations undertaken pursuant thereto.

A grievance must be filed not later than ninety (90) days from the date of the action (or omission) upon which the grievance is based. Complaints or questions regarding compliance relative to these regulations should be addressed to:

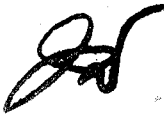
CDBG Program Administrator
Economic Development Agency
1325 Spruce St., Suite 400, Riverside, CA 92507
(951) 955-8916

BIDDER CERTIFICATION FOR SECTION 3 COMPLIANCE

(Housing and Community Development Act of 1968)

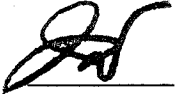
Riverside County Fair and National Date Festival Fairgrounds Paving and
Project Title: Drainage Improvement - Phase 4 Amount of Bid: Base Bid = 1,462,655.⁰⁰

The undersigned hereby certifies that he/she has read and understands Riverside County's Section 3 Affirmative Action Program as well as Section 3 of the *Housing and Community Development Act of 1968*, and further certifies adoption of, and adherence to, said program, and certifies understanding of the following for all construction contracts over \$100,000:



Initial Here

I understand and agree that in the event that I am awarded this contract, and in the event that any new employment opportunities are created as a result of this CDBG-funded project, I will forward to the Economic Development Agency all detailed job descriptions and Section 3 reports, in a form, at a place, and at a time as directed by the Economic Development Agency.



Initial Here

I understand and agree that for any and all subcontracting opportunities that may result from this CDBG-funded project, I will request and review the County of Riverside Section 3 Sub-contractor Database prior to selecting any sub-contractor for my bid submittal.



Initial Here

I understand and agree that any and all sub-contracts and sub-tier agreements resulting from this CDBG-funded project are also subject to Section 3 compliance, and therefore, as the General/Prime Contractor, I am responsible to ensure compliance from all sub-contractors.

Bidder (Company) Name: Granite Construction Company

Authorized Representative (Type Name): Jigisha Desai, Vice President

Signature: 

Date: 10/13/10



COUNTY OF RIVERSIDE
CDBG PROGRAM

**BIDDER CERTIFICATION ON
FEDERAL CONTRACT REQUIREMENTS**

Riverside County Fair and National Date Festival Fairgrounds

PROJECT NAME: Paving and Drainage Improvement - Phase 4

CERTIFICATION:

I hereby certify that I have reviewed and understand the diversified Federal construction contract related requirements imposed on the Contractor(s) of HUD-funded construction projects, including but not limited to the following:

1. The subject project is being financed with Community Development Block Grant funds (24 CFR Part 570);
2. The subject project and all related construction contracts are subject to the U.S. Department of Housing and Urban Development's Federal Labor Standards Provisions (HUD 4010 – revised 06/2009); and
3. The subject project and all related contracts are subject to the Special Federal Provisions including Section 3.

CONTRACTOR'S NAME: Granite Construction Company

CONTRACTOR'S LICENSE NO.: 89

ADDRESS: 585 West Beach Street, Watsonville, CA 95076

AUTHORIZED REPRESENTATIVE: Jigisha Desai, Vice President (Type Name)

SIGNATURE: 

DATE: 10/12/10



QUESTIONNAIRE REGARDING BIDDERS
--

Engaged in the contracting business under the present name of Granite Construction
Company, since 01/04/1922 (Date).

Present business address is: P.O. Box 50085, Watsonville, CA 95077-5085

Federal Tax ID: 94-0519552 Amount of Contract \$ Base Bid: 1,462,655.00

State of California Contractor's License No.: 89

Expiration Date: 05/31/11

Because this project is Federally-funded, it is necessary to obtain information concerning minority and other group participation for statistical purposes. The U.S. Department of Housing and Urban Development (HUD) uses this information to determine the degree to which its programs are being utilized by minority business enterprises and targeted group contractors.

A minority enterprise is defined by the Federal Government as a business that is fifty-percent (50%) or more "minority-owned". Please check applicable box concerning the ownership of your business:

N/A

- American Indian or Native Alaskan
- Asian or Pacific Islander/Native Hawaiian
- Black/African American
- Hispanic
- White
- Hasidic Jews
- Other _____

A woman-owned enterprise is defined by the Federal Government as a business that is fifty-percent (50%) or more woman-owned. Please check applicable box concerning the ownership of your business:

- Woman/Female owned
- Male owned

A Section 3 Contractor or Subcontractor is a business concern that is more than fifty-percent (50%) owned by a low or very low-income person, or a business concern that provides economic opportunities to low and very low-income residents. Please check applicable box concerning the ownership of your business:

- Section 3 Business concern
- Non-Section 3 Business concern

The United States Department of Housing and Urban Development (HUD) is authorized to solicit the information requested in this form by virtue of *Title 12, United States Code, Section 1701 et seq.*, and other regulations. It will not be disclosed or released outside of HUD without your consent, except as required or permitted by law.

LIST OF SUBCONTRACTORS

SUBCONTRACTOR	FED. I.D.#	AMOUNT	ADDRESS/PHONE NO.
Toront Resources	26-1997451	\$56,400. ⁰⁰	Ontario, CA 661-947-9836
Our Valley Fence	20-5143519	\$32,669. ⁰⁰	Ridgecrest, CA 760-446-3100
MSL Electric	61-1417797	\$208,000. ⁰⁰	Anaheim, CA 714-693-4837
Spartan Sawcut	33-0958643	\$41,227. ⁰⁰	Palm Springs, CA 760-322-0254
TD Grogan	33-0968288	\$46,900. ⁰⁰	Rancho Cucamonga, CA 909-476-9100
JP Striping	54-2190680	\$8,274. ⁰⁰	Beaumont, CA 951-845-2794

SUPPLIERS

NAME OF SUPPLIER	ADDRESS/PHONE NO.	CONTRACT AMOUNT
Associated Ready Mix	New Port Beach, CA 760-342-7400	\$314,718. ⁰⁰
Granite Construction	Indio, CA 760-775-7500	\$27,693. ⁰⁰

This form is to be completed and submitted with the bid package.

POST CONTRACT AWARD FORMS

PAYMENT BOND
(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are _____ as

Principal and Original Contractor and _____, a

corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in

conjunction with that certain public works contract dated _____

between Principal and _____ a

public entity, as Owner; for the BOND is one hundred percent (100%) of said sum. Said contract is

for public work generally consisting of _____

The beneficiaries of this Bond are as is stated in 3248 of Civil Code and the requirements and conditions of this Bond are as is set forth in 3248, 3249, 3250 and 3252 of said Code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, prepayment under said contract

Dated _____
Original Contractor - Principal

_____ By _____
Surety

By _____ Title _____
(If corporation - affix seal)

(Corporate Seal)

STATE OF CALIFORNIA

COUNTY OF _____) SS SURETY'S ACKNOWLEDGMENT

On _____ before me personally appeared _____

known to me to be the person whose name is subscribed to the within the instrument as attorney in

fact of _____, a corporation, and acknowledged that

he subscribed the name of said corporation thereto, and his own name is its attorney in fact.

Notary Public (Seal)

Riverside County Counsel

Approved Form 1-9-74

SUBCONTRACTOR QUESTIONNAIRE

Engaged in the contracting business under the present name of _____
_____, since _____ (Date).

Present business address is: _____

Federal Tax ID: _____ **Amount of Sub-Contractor \$** _____

State of California Contractor's License No.: _____

Expiration Date: _____

Because this project is Federally-funded, it is necessary to obtain information concerning minority and other group participation for statistical purposes. The U.S. Department of Housing and Urban Development (HUD) uses this information to determine the degree to which its programs are being utilized by minority business enterprises and targeted group contractors.

A minority enterprise is defined by the Federal Government as a business that is fifty-percent (50%) or more "minority-owned". Please check applicable box concerning the ownership of your business:

- American Indian or Native Alaskan
- Asian or Pacific Islander/Native Hawaiian
- Black/African American
- Hispanic
- White
- Hasidic Jews
- Other _____

A woman-owned enterprise is defined by the Federal Government as a business that is fifty-percent (50%) or more woman-owned. Please check applicable box concerning the ownership of your business:

- Woman/Female owned Male owned

A Section 3 Contractor or Subcontractor is a business concern that is more than fifty-percent (50%) owned by a low or very low-income person, or a business concern that provides economic opportunities to low and very low-income residents. Please check applicable box concerning the ownership of your business:

- Section 3 Business concern Non-Section 3 Business concern

The United States Department of Housing and Urban Development (HUD) is authorized to solicit the information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq., and other regulations. It will not be disclosed or released outside of HUD without your consent, except as required or permitted by law.

**CERTIFICATION OF SUBCONTRACTOR
REGARDING NONSEGREGATED FACILITIES**

Project Name: _____

Name of Subcontractor: _____

Name of General Contractor: _____

The above named Subcontractor hereby certifies that:

I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, wash rooms, restaurants and other eating areas, time clocks, locker rooms or other dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, national origin, or because of habits, local customs, or otherwise.

Signature: _____

Name (Print): _____

Title: _____

Date: _____

SECTION 3 SUMMARY REPORT
ECONOMIC OPPORTUNITIES FOR LOW AND VERY LOW-INCOME PERSONS

EXHIBIT PA-5

PROJECT NAME: _____

DATE _____

CONTRACTOR: _____

SUBCONTRACTOR: _____

JOB CATEGORY	NUMBER OF NEW HIRES	NUMBER OF NEW HIRES THAT ARE SECTION 3 RESIDENTS	% OF AGGREGATE NUMBER OF STAFF HOURS OF NEW HIRES THAT ARE SECTION 3	% OF TOTAL STAFF HOURS FOR SECTION 3 EMPLOYEES
PROFESSIONALS				
TECHNICIANS				
OFFICE / CLERICAL				
CONSTRUCTION BY TRADE				
TRADE				
TRADE				
TRADE				
TRADE				
TRADE				
TRADE				
OTHERS				
TOTAL				

NAME OF PERSON COMPLETING FORM: _____

SIGNATURE: _____

Section 3 "New Hires" refers to a person who is not on the Contractor's payroll for employment at the time of Contract award.

Recipients and contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for CDBG-funded projects was directed to low-income and very low-income persons. Low-income persons means families (including single people) whose incomes do not exceed 80% of the area median household income, as established by HUD, with adjustments for family size. Very low-income persons means families (including single people) whose incomes do not exceed 50% of the area median household income, as established by HUD, with adjustments for family size.

CDBG PROJECT LABOR CLASSIFICATION SURVEY

PROJECT NAME: _____ CONTRACTOR: _____

PROJECT NUMBER: _____ SUBCONTRACTOR: _____

CLASSIFICATIONS

BRICKLAYER _____

LABORERS: GROUP 1 _____

CARPENTERS _____

GROUP 2 _____

CEMENT MASONS _____

GROUP 3 _____

DRYWALL HANGERS _____

GROUP 4 _____

ELECTRICIANS _____

GROUP 5 _____

IRON WORKERS _____

POWER EQUIPMENT OPERATORS

PAINTERS _____

GROUPS 1 – 21 _____

PLUMBERS _____

ROOFERS _____

SHEET METAL WORKERS _____

TRUCK DRIVERS

SOFT FLOOR LAYERS _____

GROUPS 1-11 _____

TILE LAYERS _____

LANDSCAPE / IRRIGATION
FITTERS _____

ADDITIONAL CLASSIFICATIONS
(Must be approved by HUD and DOL)

LABORERS – STRIPPING _____

CLASSIFICATIONS

PLASTERER _____

OTHERS _____
