

**Non-Collusion Declaration**

To be executed by bidder and submitted with bid.  
(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

The undersigned declares:

I am the Vice President (Title) of Guy F. Atkinson (Company),  
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder.

All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the applicable laws that the foregoing is true and correct and that this declaration is executed on

April (Month) 25 (Day) of 2018 (Year),

at Irvine (City), California (State).

Signature of Declarant: 

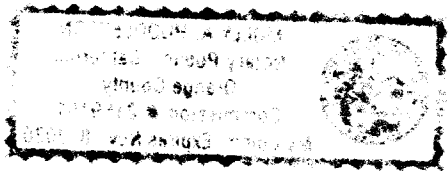
Printed name of Declarant: Timothy J. Stroud

Name of Bidder (Company): Guy F. Atkinson

Title or Office: Vice President

Note: Notarization of signature required.  
 Check box if attachment is included.





**Iran Contracting Act**  
(Public Contract Code sections 2200-2208)


Prior to bidding on, submitting a proposal or executing a contract or renewal for a County of Riverside contract for goods or services of **\$1,000,000 or more**, a Contractor must either:

- a) Certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or
- b) Demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your Contractor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

**Option #1 – Certification**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Contractor Name/Financial Institution (Printed)</i>		Guy F. Atkinson		<i>Federal ID Number (or n/a)</i>		52-2234755	
<i>By (Authorized Signature)</i>							
<i>Printed Name and Title of Person Signing</i>		Timothy J. Stroud, Vice President					
<i>Date Executed</i>		04/25/2018		<i>Executed in</i>		Irvine, CA	

**Option #2 – Exemption**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a Contractor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

**If you have obtained an exemption** from the certification requirement under the Iran Contracting Act, please fill out the information below, and **attach documentation demonstrating the exemption approval.**

<i>Contractor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>	
<i>By (Authorized Signature)</i>			
<i>Printed Name and Title of Person Signing</i>			
<i>Date Executed</i>		<i>Executed in</i>	

### Equal Employment Opportunity Certification

The bidder  X , proposed subcontractor \_\_\_\_\_, hereby certifies that he has  X , has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Guy F. Atkinson

\_\_\_\_\_  
(Company name)

By:

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

Timothy J. Stroud

\_\_\_\_\_  
(Name, print)

Vice President

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

04/25/2018

\_\_\_\_\_  
(Date)

**Note:**

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

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

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

## Public Contract Code Statements and Questionnaire

### Public Contract Code Section 10285.1 Statement

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

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

### Public Contract Code Section 10162 Questionnaire

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

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

Yes \_\_\_\_\_ No X

If the answer is yes, explain the circumstances on a separate page.

### Public Contract Code 10232 Statement

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

**Note:** The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

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

## Debarment and Suspension Certification

(Title 49, Code of Federal Regulations, Part 29)

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

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

N/A

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

N/A

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**Notes:**

Providing false information may result in criminal prosecution or administrative sanctions.

Attention is directed to Title 2, Code of Federal Regulations, Parts 180 and 1200

Attention is directed to Form FHWA-1273, Section IV, Subsection 10. Certification of eligibility

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

## **Nonlobbying Certification**

(for Federal-Aid Contracts)

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

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

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





## **Instructions for Completion of Standard Form – LLL**

### **Disclosure of Lobbying Activities**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

*SF-LLL-Instructions Rev. 06-04-90*

**Bid Bond**

**Recitals:**

1. GUY F. ATKINSON "Contractor", has submitted his/her Contractor's Proposal to County of Riverside, "County", for the construction of public work for Interstate 215 at Scott Road, Interchange Improvements, In the City of Menifee, Project No. B3-0689, Federal Aid No. STPLN -5956(262) in accordance with a Notice Inviting Bids from the County.
2. TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA a CONNECTICUT corporation, hereafter called "Surety", is the surety of this bond.

**Agreement:**

We, Contractor as Principal and Surety as Surety, jointly and severally agree and state as follows:

1. The amount of the obligation of this bond is 10% of the amount of the Contractor's Proposal, including bid alternates, and inures to the benefit of County.
2. This Bond is exonerated by (1) County rejecting said Proposal or, in the alternate, (2) if said Proposal is accepted, Contractor executes the Contract and furnishes the Bonds as agreed to in its Proposal, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to act as agreed to in its Proposal. Some types of possible loss, damage and expense are specified in the Contractor's Proposal.
3. Surety, for value received, stipulates and agrees that its obligations hereunder shall in no way be impaired or affected by any extension of time within which County may accept the Proposal and waives notice of any such extension.
4. This Bond is binding on our heirs, executors, administrators, successors and assigns.

Dated: 7-25-18

Signatures:

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

GUY F. ATKINSON

By:

KAREN C. BOWLING

By:

Title:

Attorney in Fact  
"Surety"

Title:

VICE PRESIDENT  
"Contractor"

STATE OF MARYLAND

COUNTY

OF ANNE ARUNDEL

}

ss. SURETY'S ACKNOWLEDGEMENT

On April 25<sup>th</sup> 2018

before me, DIANA L. PARKER

personally appeared, KAREN C. BOWLING

known to me, or proved to me on the basis

of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacities, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

MY COMMISSION EXPIRES: 8/10/2021

Notary Public (Seal)

Note: This Bond must be executed by both Contractor and Surety with corporate seal affixed. All signatures must be notarized. (Attach acknowledgements).

COPY

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of Orange )

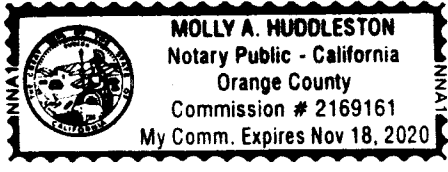
On April 25, 2018 before me, Molly A. Huddleston  
Date Here Insert Name and Title of the Officer

personally appeared Timothy J. Stroud  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Molly A. Huddleston  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Bid Bond Document Date: 4/25/18  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**TRAVELERS**

**POWER OF ATTORNEY**

**COPY**

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company

Attorney-In Fact No. 232261

Certificate No. 007380596

**KNOW ALL MEN BY THESE PRESENTS:** That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Diana L. Parker, Karen C. Bowling, and Terry D. Reynolds

of the City of Columbia, State of Maryland, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 13th day of September, 2017.

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company



State of Connecticut  
City of Hartford ss.

By: Robert L. Raney  
Robert L. Raney, Senior Vice President

On this 13th day of September, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
My Commission expires the 30th day of June, 2021.



Marie C. Tetreault  
Marie C. Tetreault, Notary Public

COPY

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25<sup>th</sup> day of April, 20 12

*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.





Addendum No. 1  
Interstate 215 at Scott Road Interchange Imp. Project  
In the City of Menifee  
Project No. B3-0689  
April 5, 2018  
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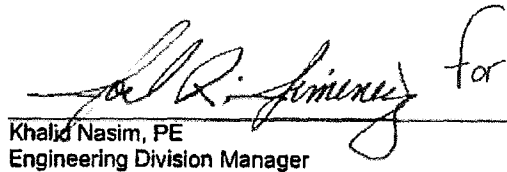
Recommended by:

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John Marcinek, PE  
County Project Manager

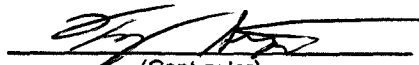


Concurrence:



for  
Khalid Nasim, PE  
Engineering Division Manager

Acknowledged:



TIMOTHY STRACO (Contractor)  
VICE PRESIDENT - Guy P. Atkinson

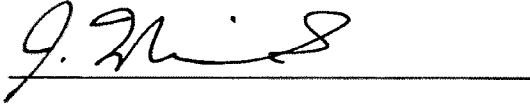
Date: 04/05/2018

Note: Refer to Instruction to Bidders Item No. 8, "Addenda". Submission of all addendum pages and non-bidding document attachments of addendum are not necessary for Bid submittal. Submittal of this acknowledgement page is adequate for Bid reception. Bidders are reminded to list addendum number(s) received on the first page of the Bid form (Proposal).

Addendum No. 2  
Interstate 215 at Scott Road Interchange Imp. Project  
In the City of Menifee  
Project No. B3-0689  
April 20, 2018  
Page 8 of 9

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**Recommended by:**



John Marcinek, PE  
County Project Manager

**Concurrence:**



Khalid Nasim, PE  
Engineering Division Manager

**Acknowledged:**



Date: 4-25-18

(Contractor)  
TIMOTHY STAUD  
VICE PRESIDENT - Guy F. Atkinson

Note: Refer to Instruction to Bidders Item No. 8, "Addenda". Submission of all addendum pages and non-bidding document attachments of addendum are not necessary for Bid submittal. Submittal of this acknowledgement page is adequate for Bid reception. Bidders are reminded to list addendum number(s) received on the first page of the Bid form (Proposal).

# **ATKINSON**

C O N S T R U C T I O N

April 30, 2018

County of Riverside Transportation Department  
14th Street Transportation Annex  
3525 14<sup>th</sup> Street  
Riverside, CA 92501  
Phone: 951-955-6780

Attn: Joel Jimenez  
Senior Civil Engineer

Re: **Interstate 215 at Scott Road Interchange Improvements  
Project No. B3-0689 / Bid on April 25, 2018**

Subject: **Equal Employment Opportunity Certification**

Pursuant to the Instructions to Bidder #13, Equal Employment Opportunity Certification, please find attached the Equal Employment Opportunity Certifications for all of Guy F. Atkinson's listed subcontractors.

Please feel free to contact me at 310-678-6176 or via email at [geoffrey.lister@atkn.com](mailto:geoffrey.lister@atkn.com) with any questions.

Thank you.  
GUY F. ATKINSON CONSTRUCTION



Geoffrey Lister  
Senior Project Manager

## Subcontractors

**Project: Interstate 215 at Scott Road  
Interchange Improvements  
In the City of Menifee**

**Project No.: B3-0689  
Federal Aid No. STPLN-5956(262)**

**Apparent Low Bidder: Guy F. Atkinson**

Subcontractor Name	Description of Work/ Bid Items
All American Asphalt Lic. No. 267073	Asphalt, Cold Plane
Elecnor Belco Electric Co. Lic. No. 738518	Electrical
Danny C. Hubbs Construction Co. Lic. No. 509249	Treated Wood Waste, MBGR
Alcorn Fence Company Lic. No. 122954	Fence
Griffith Company Lic. No. 88	Temporay Erosion Control, Rock Blanket Only, Landscaping and Irrigation, Permanent Erosion Control
Payneco Specialties, Inc. Lic. No. 298637	Lead Compliance Plan, Striping, Pavmenet Markings
Gerdau Reinforcing Steel Lic. No. 974202	Rebar
Penhall Company Lic. No. 568673	Jointed Plain Concrete Pavment, Joint Seal
So. Cal Traffic, Inc. Lic. No. 972211	Traffic Control
Zamborelli Enterprises Lic. No. 830680	24" CIDH Concrete Piling
Silverado Contractors, Inc. Lic No. 782547	Bridge Removal
Dywidag Systems International Lic. No. 273710	Prestressing

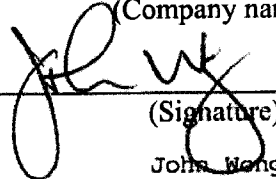
### Equal Employment Opportunity Certification

The bidder \_\_\_\_\_, proposed subcontractor   x  , hereby certifies that he has   x  , has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Elecnor Belco Electric, Inc.

\_\_\_\_\_  
(Company name)

By:

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

John Wong

\_\_\_\_\_  
(Name, print)

Vice President

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

4/26/2018

\_\_\_\_\_  
(Date)

**Note:**

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

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

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

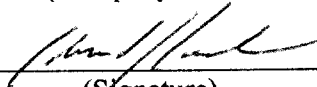
**Equal Employment Opportunity Certification**

The bidder \_\_\_\_\_, proposed subcontractor , hereby certifies that he has , has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

\_\_\_\_\_  
All American Asphalt

(Company name)

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

  
(Signature)

\_\_\_\_\_  
Edward J. Carlson

(Name, print)

\_\_\_\_\_  
Vice President

(Title)

\_\_\_\_\_  
4-26-2018

(Date)

**Note:**

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

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

**Equal Employment Opportunity Certification**

The bidder X, proposed subcontractor ✓, hereby certifies that he has ✓, has not X, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Dynwidag Systems Intl, USA, Inc.  
(Company name)

By: [Signature]  
(Signature)

Ron Giessel  
(Name, print)

Unit Mgr  
(Title)

4-26-18  
(Date)

**Note:**

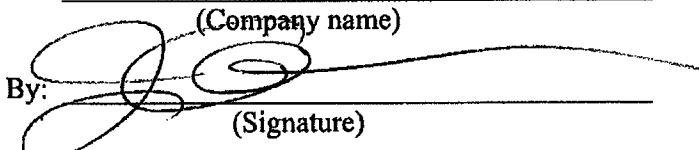
The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts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

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

**Equal Employment Opportunity Certification**

The bidder \_\_\_\_\_, proposed subcontractor Griffith Company hereby certifies that he has X, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

\_\_\_\_\_  
Griffith Company  
(Company name)  
By:   
(Signature)  
\_\_\_\_\_  
Janell L. Carlson  
(Name, print)  
\_\_\_\_\_  
Division Manager  
(Title)  
\_\_\_\_\_  
April 26, 2018  
(Date)

**Note:**

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

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



**Equal Employment Opportunity Certification**

The bidder \_\_\_\_\_, proposed subcontractor ✓, hereby certifies that he has ✓, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Payco Speciation Inc  
(Company name)  
By: Rebecca Lewellyn Pres  
(Signature)  
REBECCA LEWELLYN  
(Name, print)  
PRESIDENT  
(Title)  
4-26-18  
(Date)

**Note:**  
The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)  
Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.  
Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such Contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

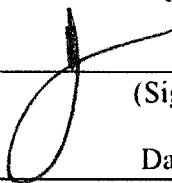
**Equal Employment Opportunity Certification**

The bidder \_\_\_\_\_, proposed subcontractor Silverado Contractors, Inc. hereby certifies that he has X, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Silverado Contractors, Inc.

\_\_\_\_\_  
(Company name)

By:

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

Dan Ngo  
\_\_\_\_\_  
(Name, print)

Branch Manager  
\_\_\_\_\_  
(Title)

04/26/2018  
\_\_\_\_\_  
(Date)

**Note:**

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

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

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

### Equal Employment Opportunity Certification

The bidder \_\_\_\_\_, proposed subcontractor So. Cal Traffic, Inc. hereby certifies that he has X, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

So. Cal Traffic, Inc.

(Company name)

By: Cecilia K. Ostlund

(Signature)

Cecilia K. Ostlund

(Name, print)

Chief Executive Officer

(Title)

4/26/18

(Date)

**Note:**

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

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

**Equal Employment Opportunity Certification**

The bidder \_\_\_\_\_, proposed subcontractor ZAMBORELLI ENTERPRISES, INC. hereby certifies that he has X, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

ZAMBORELLI ENTERPRISES, INC.  
(Company name)

By: Thomas J. Dwyer  
(Signature)

THOMAS J. DWYER  
(Name, print)

PROJECT MANAGER  
(Title)

APRIL 25, 2018  
(Date)

**Note:**

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


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

**Equal Employment Opportunity Certification**

The bidder \_\_\_\_\_, proposed subcontractor Gerdau Reinforcing Steel hereby certifies that he has  x , has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Gerdau Reinforcing Steel  
(Company name)

By:   
(Signature)

Bryan Folsom  
(Name, print)

Regional Sales Manager  
(Title)

04/26/2018  
(Date)

**Note:**

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

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

### Equal Employment Opportunity Certification

The bidder \_\_\_\_\_, proposed subcontractor \_\_\_\_\_, hereby certifies that he has  X , has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

PEUTHAU COMPANY  
\_\_\_\_\_  
(Company name)

By:  Terry Cooney   
\_\_\_\_\_  
(Signature)

TERRY COONEY  
\_\_\_\_\_  
(Name, print)

VP, HR  
\_\_\_\_\_  
(Title)

9/27/2013  
\_\_\_\_\_  
(Date)

**Note:**

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

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

### Equal Employment Opportunity Certification

The bidder \_\_\_\_\_, proposed subcontractor  X , hereby certifies that he has  X , has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Alcorn Fence Company

\_\_\_\_\_  
(Company name)

By:

*Sharon McKendrick*  
\_\_\_\_\_  
(Signature)

Sharon McKendrick

\_\_\_\_\_  
(Name, print)

EEO Officer

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

04/27/18

\_\_\_\_\_  
(Date)

**Note:**

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**Equal Employment Opportunity Certification**

The bidder \_\_\_\_\_, proposed subcontractor D.C. Hubbs Construction, hereby certifies that he has ✓, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

D.C. Hubbs Construction  
(Company name)

By: Raul Saldana  
(Signature)

RAUL SALDANA  
(Name, print)

Project Manager  
(Title)

4-26-18  
(Date)

**Note:**

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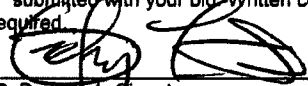
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## EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: County of Riverside 2. Contract DBE Goal: 11 %  
 3. Project Description: Interstate 215 at Scott Road, Interchange Improvements  
 4. Project Location: In the City of Menifee  
 5. Bidder's Name: Guy F. Atkinson 6. Prime Certified DBE:  7. Bid Amount: \$32,536,611.00  
 8. Total Dollar Amount for **ALL** Subcontractors: \$11,239,411 9. Total Number of **ALL** Subcontractors: 19

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
	<b>Summary</b>		<b>See Attached Sheets</b>	
<b>Local Agency to Complete this Section</b>			<b>15. TOTAL CLAIMED DBE PARTICIPATION</b>	\$2,154,629
21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____				6.622 %
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			<b>IMPORTANT:</b> Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.	
25. Local Agency Representative's Signature _____		26. Date _____	16. Preparer's Signature  Geoff Lister	17. Date April 30th, 2018
27. Local Agency Representative's Name _____		28. Phone _____	18. Preparer's Name Senior Project Manager	19. Phone (310) 678-6176
29. Local Agency Representative's Title _____			20. Preparer's Title _____	

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

**ADA Notice:** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

## EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: County of Riverside 2. Contract DBE Goal: 11 %  
 3. Project Description: Interstate 215 at Scott Road, Interchange Improvements  
 4. Project Location: In the City of Menifee  
 5. Bidder's Name: Guy F. Atkinson 6. Prime Certified DBE:  7. Bid Amount: \$32,536,611.00  
 8. Total Dollar Amount for **ALL** Subcontractors: \$11,239,411 9. Total Number of **ALL** Subcontractors: 19

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
170	Signal and Lighting (City Street Loc 1)	# 820	G&C Equipment Corp. Ph: (310) 515-6715	\$74,518
171	Signal and Lighting (City Street Loc 2)		1875 W. Redondo Beach Blvd, #102 Gardena, CA 90249	\$89,576
172	Signal and Lighting (City Street Loc 3)		(2nd Tier to Belco Elecnor Group)	\$9,478
220	Ramp Metering System			\$27,173
222	Temp Microwave Vehicle Detection System			\$8,585
223	Modify Existing Electrical System			\$166,127
<b>Local Agency to Complete this Section</b>				
21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____				<b>15. TOTAL CLAIMED DBE PARTICIPATION</b>  \$ 375,457  1.154 %
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.				<b>IMPORTANT:</b> Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.
25. Local Agency Representative's Signature _____		26. Date _____		
27. Local Agency Representative's Name _____		28. Phone _____		
29. Local Agency Representative's Title _____				
				See Summary Sheet <u>April 30th, 2018</u> 16. Preparer's Signature _____ 17. Date _____ Geoff Lister <u>(310) 678-6176</u> 18. Preparer's Name _____ 19. Phone _____ Senior Project Manager _____ 20. Preparer's Title _____

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

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## EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: County of Riverside      2. Contract DBE Goal: 11 %  
 3. Project Description: Interstate 215 at Scott Road, Interchange Improvements  
 4. Project Location: In the City of Menifee  
 5. Bidder's Name: Guy F. Atkinson      6. Prime Certified DBE:       7. Bid Amount: \$32,536,611.00  
 8. Total Dollar Amount for **ALL** Subcontractors: \$11,239,411      9. Total Number of **ALL** Subcontractors: 19

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
90	Hot Mix Asphalt (Type A) (Oil Supply Only)	# <del>40561</del> 38327	LMS Transport Ph: (951) 616-3828  2751 Avalon St Jurupa Valley, CA 92509  (2nd Tier to All American Asphalt)	\$573,331
<b>Local Agency to Complete this Section</b>				
21. Local Agency Contract Number: _____			<b>15. TOTAL CLAIMED DBE PARTICIPATION</b>	\$ 573,331
22. Federal-Aid Project Number: _____				1.762 %
23. Bid Opening Date: _____				
24. Contract Award Date: _____				
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.				
25. Local Agency Representative's Signature _____		26. Date _____	See Summary Sheet	April 30th, 2018
27. Local Agency Representative's Name _____		28. Phone _____	16. Preparer's Signature Geoff Lister	17. Date (310) 678-6176
29. Local Agency Representative's Title _____			18. Preparer's Name Senior Project Manager	19. Phone
			20. Preparer's Title	

**DISTRIBUTION:** 1. Original – Local Agency  
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## EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: County of Riverside 2. Contract DBE Goal: 11 %  
 3. Project Description: Interstate 215 at Scott Road, Interchange Improvements  
 4. Project Location: In the City of Menifee  
 5. Bidder's Name: Guy F. Atkinson 6. Prime Certified DBE:  7. Bid Amount: \$32,536,611.00  
 8. Total Dollar Amount for ALL Subcontractors: \$11,239,411 9. Total Number of ALL Subcontractors: 19

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
7	Construction Area Signs (Incl. Project Info Signs 4 ea)	# 38078	Maneri Traffic Control, Inc. Ph: (951) 695-5104	\$70,822
9	Type III Barricade		47423 Rainbow Canyon Rd. Temecula, CA 92592	\$9,424
<b>Local Agency to Complete this Section</b>			<b>15. TOTAL CLAIMED DBE PARTICIPATION</b>	<b>\$ 80,246</b>
21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____				<b>0.247 %</b>
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.	
25. Local Agency Representative's Signature _____		26. Date _____	See Summary Sheet 16. Preparer's Signature _____	April 30th, 2018 17. Date _____
27. Local Agency Representative's Name _____		28. Phone _____	Geoff Lister 18. Preparer's Name _____	(310) 678-6176 19. Phone _____
29. Local Agency Representative's Title _____			Senior Project Manager 20. Preparer's Title _____	

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## EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: County of Riverside 2. Contract DBE Goal: 11 %  
 3. Project Description: Interstate 215 at Scott Road, Interchange Improvements  
 4. Project Location: In the City of Menifee  
 5. Bidder's Name: Guy F. Atkinson 6. Prime Certified DBE:  7. Bid Amount: \$32,536,611.00  
 8. Total Dollar Amount for ALL Subcontractors: \$11,239,411 9. Total Number of ALL Subcontractors: 19

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
4	Lead Compliance Plan	# 102	Payneco Specialties Inc. Ph: (619) 422-9204	\$2,500
10	Temporary Pavement Marking (Paint)		120 North Second Ave Chula Vista, CA 91910	\$16,240
11	Temporary Traffic Stripe (Paint)			\$41,600
14	Temporary Pavement Marker			\$11,310
35	Remove Yellow Painted Traffic Stripe (Hazardous Waste)			\$6,984
178	Remove Pavement Marker			\$5,656
207	Thermoplastic Pavement Marking (Enhanced Wet Night Visibility)			\$31,488
<b>Local Agency to Complete this Section</b>			<b>15. TOTAL CLAIMED DBE PARTICIPATION</b>	\$ Continued..
21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____				Continued.. %
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.	
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27. Local Agency Representative's Name _____		28. Phone _____	16. Preparer's Signature Geoff Lister _____	17. Date (310) 678-6176 _____
29. Local Agency Representative's Title _____			18. Preparer's Name Senior Project Manager _____	19. Phone _____
			20. Preparer's Title _____	

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## EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: County of Riverside 2. Contract DBE Goal: 11 %  
 3. Project Description: Interstate 215 at Scott Road, Interchange Improvements  
 4. Project Location: In the City of Menifee  
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 8. Total Dollar Amount for ALL Subcontractors: \$11,239,411 9. Total Number of ALL Subcontractors: 19

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
208	Paint Traffic Stripe (2-Coat)	# 102	Payneco Specialties Inc. Ph: (619) 422-9204	\$19,320
209	4" Thermoplastic Traffic Stripe [(Enhanced Wet Night Visibility)]		120 North Second Ave Chula Vista, CA 91910	\$5,668
210	6" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)			\$1,088
211	8" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)			\$17,825
212	Remove Painted Traffic Stripe			\$93,600
213	Remove Painted Pavement Marking			\$1,896
216	Pavement Marker (Non-Reflective)			\$2,780
<b>Local Agency to Complete this Section</b>			<b>15. TOTAL CLAIMED DBE PARTICIPATION</b>	\$ Continued..
21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____				Continued.. %
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.	
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27. Local Agency Representative's Name _____		28. Phone _____	Geoff Lister 18. Preparer's Name _____	(310) 678-6176 19. Phone _____
29. Local Agency Representative's Title _____			Senior Project Manager 20. Preparer's Title _____	

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## EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: County of Riverside 2. Contract DBE Goal: 11 %  
 3. Project Description: Interstate 215 at Scott Road, Interchange Improvements  
 4. Project Location: In the City of Menifee  
 5. Bidder's Name: Guy F. Atkinson 6. Prime Certified DBE:  7. Bid Amount: \$32,536,611.00  
 8. Total Dollar Amount for **ALL** Subcontractors: \$11,239,411 9. Total Number of **ALL** Subcontractors: 19

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
217	Pavement Marker (Retroflective)	# 102	Payneco Specialties Inc. Ph: (619) 422-9204	\$6,210
Spread between Items	Mobilization		120 North Second Ave Chula Vista, CA 91910	\$15,000
<b>Local Agency to Complete this Section</b>			<b>15. TOTAL CLAIMED DBE PARTICIPATION</b>	<b>\$ 279,165</b>
21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____				<b>0.858 %</b>
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			<b>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.</b>	
25. Local Agency Representative's Signature _____		26. Date _____		
27. Local Agency Representative's Name _____		28. Phone _____		
29. Local Agency Representative's Title _____		20. Preparer's Title _____		
		See Summary Sheet _____	April 30th, 2018 _____	
		16. Preparer's Signature <b>Geoff Lister</b>	17. Date <b>(310) 678-6176</b>	
		18. Preparer's Name <b>Senior Project Manager</b>	19. Phone	
		20. Preparer's Title		

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## EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: County of Riverside 2. Contract DBE Goal: 11 %  
 3. Project Description: Interstate 215 at Scott Road, Interchange Improvements  
 4. Project Location: In the City of Menifee  
 5. Bidder's Name: Guy F. Atkinson 6. Prime Certified DBE:  7. Bid Amount: \$32,536,611.00  
 8. Total Dollar Amount for ALL Subcontractors: \$11,239,411 9. Total Number of ALL Subcontractors: 19

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
40	Roadway Excavation (Operated Water Truck)	# 42295	RDL Equipment, Inc. Ph: (951) 840-0501  PO Box 888 Nuevo, CA 92567	\$126,720
<b>Local Agency to Complete this Section</b>			<b>15. TOTAL CLAIMED DBE PARTICIPATION</b>	<b>\$126,720</b>
21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____				<b>0.389 %</b>
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.	
25. Local Agency Representative's Signature _____		26. Date _____	See Summary Sheet _____	April 30th, 2018 _____
27. Local Agency Representative's Name _____		28. Phone _____	16. Preparer's Signature Geoff Lister _____	17. Date (310) 678-6176 _____
29. Local Agency Representative's Title _____			18. Preparer's Name Senior Project Manager _____	19. Phone _____
			20. Preparer's Title _____	

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## EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: County of Riverside 2. Contract DBE Goal: 11 %  
 3. Project Description: Interstate 215 at Scott Road, Interchange Improvements  
 4. Project Location: In the City of Menifee  
 5. Bidder's Name: Guy F. Atkinson 6. Prime Certified DBE:  7. Bid Amount: \$32,536,611.00  
 8. Total Dollar Amount for **ALL** Subcontractors: \$11,239,411 9. Total Number of **ALL** Subcontractors: 19

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
110	Structural Concrete, Bridge (Bearing Pads - Supply Only)	# 32785	Rupert Construction Supply, LP Ph: (916) 673-9737	\$7,645
118	Architectural Treatment (Supply Only)		12405 Gold Flake Ct. Rancho Cordova, CA 95741	\$18,140
119	Fractured Rib Texture (Supply Only)			\$92,123
120	Joint Seal Assembly (MR 2 1/2") (Supply Only)			\$13,618
145	24" Welded Steel Pipe Casing (Bridge) (Supply Only)			\$7,751
<b>Local Agency to Complete this Section</b>			<b>15. TOTAL CLAIMED DBE PARTICIPATION</b>	<b>\$139,277</b>
21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____				<b>0.428 %</b>
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.	
25. Local Agency Representative's Signature _____		26. Date _____	See Summary Sheet _____	April 30th, 2018 _____
27. Local Agency Representative's Name _____		28. Phone _____	16. Preparer's Signature Geoff Lister	17. Date (310) 678-6176
29. Local Agency Representative's Title _____			18. Preparer's Name Senior Project Manager	19. Phone _____
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## EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: County of Riverside      2. Contract DBE Goal: 11 %  
 3. Project Description: Interstate 215 at Scott Road, Interchange Improvements  
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10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
40	Roadway Excavation (Equipment Rental)	# 316	Savala Equipment Co., Inc Ph: (949) 552-1859	\$159,300
	(84" Smooth Drum: 5 Months x \$5,400 = \$27,000)		16402 E. Construction Circle Irvine, CA 92606	
	(84" Padfoot: 1 Month x \$5,700 = \$5,700)			
	Cat 330 Excavator: 4 Months x \$7,800 = \$31,200)			
	Cat 966 Loader: 9 Months x \$7,800 = \$70,200)			
	Cat 613 Scraper: 4 Months x \$6,300 = \$25,200)			
<b>Local Agency to Complete this Section</b>				
21. Local Agency Contract Number: _____			<b>15. TOTAL CLAIMED DBE PARTICIPATION</b>	\$159,300
22. Federal-Aid Project Number: _____				0.490 %
23. Bid Opening Date: _____				
24. Contract Award Date: _____				
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.	
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27. Local Agency Representative's Name _____		28. Phone _____	16. Preparer's Signature Geoff Lister	17. Date (310) 678-6176
29. Local Agency Representative's Title _____			18. Preparer's Name Senior Project Manager	19. Phone _____
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10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
85	Class 2 Aggregate Subbase (QC Services) (\$1,055 Sh x 30 ea)	# 35308	Sequoia Consultant, Inc. Ph: (714) 974-3616	\$31,650
86	Class 2 Aggregate Base (QC Services) (\$1,055 Sh x 20 ea)		361 W. Grove Ave Orange, CA 92865	\$21,100
87	Lean Concrete Base (QC Services) (\$1,215 Sh x 22 ea)			\$26,730
87.A	Lean Concrete Base Rapid Setting (QC Services) (\$2,700 Sh x 2 ea)			\$5,400
102	Jointed Plain Concrete Pavement (QC Services) (\$1,705 Sh x 44 ea)			\$75,020
102.A	Concrete (Rapid Setting) (QC Services) (\$3,250 Sh x 2 ea)			\$6,500
<b>Local Agency to Complete this Section</b>			<b>15. TOTAL CLAIMED DBE PARTICIPATION</b>	\$166,400
21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____				0.51 %
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.	
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29. Local Agency Representative's Title _____			Senior Project Manager 20. Preparer's Title _____	

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## EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

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10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
8	Traffic Control (Traffic Crew 133 Shifts x \$1,425)	# 41010	So. Cal Traffic, Inc. Ph: (858) 720-0179	\$189,525
8	Traffic Control (Attenuator 33 Shifts x 2 ea x \$875)		1358 La Mirada Drive San Marcos, CA 92078	\$57,750
8	Traffic Control (Overtime 33 Shifts x 2 ea x \$115)			\$7,458
<b>Local Agency to Complete this Section</b>			<b>15. TOTAL CLAIMED DBE PARTICIPATION</b>	<b>\$254,733</b>
21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____				<b>0.783 %</b>
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.	
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29. Local Agency Representative's Title _____			Senior Project Manager 20. Preparer's Title _____	

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**Contract**

**Interstate 215 at Scott Road  
Interchange Improvements  
In the City of Menifee  
Project No. B3-0689  
Federal Aid No. STPLN-5956(262)**

THIS CONTRACT, made and concluded, in duplicate as of the date set forth below, between the County of Riverside, party of the first part, and Guy F. Atkinson Contractor, party of the second part.

**ARTICLE I:**

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the two bonds, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the County of Riverside, the work described in the Special Provisions and the Project Plans described below, including any addenda No. 1 and 2 issued thereto, and also in conformance with the California Department of Transportation Standard Plans dated 2015, as identified on the Plans or in the Special Provisions, as modified in other portions of the Contract Documents and as amended by the State of California Department of Transportation, the Standard Specifications dated 2015, as modified in other portions of the Contract Documents and as amended by the State of California Department of Transportation, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, which said Special Provisions, Project Plans, Standard Plans, Standard Specifications, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The work to be done is shown on Plans entitled **Project Plans For Construction On State Highway, In Riverside County, In Murrieta And Menifee, From 0.7 Mile South To 0.6 Mile North of Scott Road Overcrossing**, Sheets 1 through 481, Plan number 210/106 through 210/586, approved **December 4, 2017**, on file with the County Surveyor, which said project plans are hereby made a part of this Contract.

**ARTICLE II:**

The said party of the first part hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

**ARTICLE III:**

The State general prevailing wage rates determined by the Director of Industrial Relations are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

**ARTICLE IV:**

By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self insurance in conformance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

**ARTICLE V:**

The entire Contract consists of the following documents: (a) The Construction Contract, (b) The Notice to Bidders, (c) The Instruction to Bidders, (d) The Bid, (e) The Bid Bond, (f) The Payment Bond, (g) The Performance Bond, (h) The General Conditions, (i) the documents detailed in ARTICLE I: The Special Provisions, The Plans, The Standard Specifications, The Standard Plans, All issued Addenda, and the Labor Surcharge and Equipment Rental Rates, (j) The Determination of Prevailing Wage Rates for Public Works, (k) The Federal Wage Prevailing Wage Decision, (l) Bid Book Appendices, including but not limited to AQMD Recommendations, Reference Drawings, and Exhibits, (m) The additional Federal Requirements and forms included within the Special Provisions, including but not limited to Form FHWA-1273, (n) Any Change Orders issued, and (o) Any additional or supplemental specifications, notice, instructions and drawings issued in accordance with the provisions of the Contract Documents. All of said Documents presently in existence are by this reference incorporated herein with like effect as if here set forth in full and upon the proper issuance of other documents they shall likewise be deemed incorporated. The Bid Bond is exonerated upon execution of this Contract and the Payment Bond and Performance Bond.

**ARTICLE VI:**

And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Contract; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Riverside, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

**Interstate 215 at Scott Road  
Interchange Improvements  
In the City of Menifee  
Project No. B3-0689  
Federal Aid No. STPLN-5956(262)**

**Contract**

**BASE BID**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	019902	COURSE OF CONSTRUCTION INSURANCE	LS	1	83,000.00	83,000.00
2	066105	RESIDENT ENGINEERS OFFICE	LS	1	250,000.00	250,000.00
3	066860	MAINTAIN EXISTING ELECTRICAL SYSTEM	LS	1	51,000.00	51,000.00
4	070030	LEAD COMPLIANCE PLAN	LS	1	25,000.00	25,000.00
5	080050	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	1	7,000.00	7,000.00
6	100100	DEVELOP WATER SUPPLY	LS	1	45,000.00	45,000.00
7	120090	CONSTRUCTION AREA SIGNS	LS	1	80,000.00	80,000.00
8	120100	TRAFFIC CONTROL SYSTEM	LS	1	320,000.00	320,000.00
9	120120	TYPE III BARRICADE	EA	110	91.00	10,010.00
10	120149	TEMPORARY PAVEMENT MARKING (PAINT)	SQFT	4,060	4.50	18,270.00
11	120159	TEMPORARY TRAFFIC STRIPE (PAINT)	LF	130,000	0.40	52,000.00
12	120166	CHANNELIZER (SURFACE MOUNTED) (LEFT IN PLACE)	EA	28	39.00	1,092.00
13	120199	TRAFFIC PLASTIC DRUM	EA	660	73.00	48,180.00
14	120300	TEMPORARY PAVEMENT MARKER	EA	3,770	3.50	13,195.00
15	128651	PORTABLE CHANGEABLE MESSAGE SIGN (EA)	EA	8	4,000.00	32,000.00
16	129000	TEMPORARY RAILING (TYPE K)	LF	24,300	16.00	388,800.00
17	129100	TEMPORARY CRASH CUSHION MODULE	EA	170	332.00	56,440.00
18	129110	TEMPORARY CRASH CUSHION	EA	22	4,045.00	88,990.00
19	129150	TEMPORARY TRAFFIC SCREEN	LF	24,300	3.00	72,900.00
20	130100	JOB SITE MANAGEMENT	LS	1	160,000.00	160,000.00
21	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	8,000.00	8,000.00
22	130330	STORM WATER ANNUAL REPORT	EA	2	400.00	800.00
23	130500	TEMPORARY EROSION CONTROL BLANKET	SQYD	14,500	1.50	21,750.00
24	130505	MOVE-IN/MOVE-OUT (TEMPORARY EROSION CONTROL)	EA	12	450.00	5,400.00
25	130530	TEMPORARY HYDRAULIC MULCH (BONDED FIBER MATRIX)	SQYD	97,000	1.00	97,000.00
26	130570	TEMPORARY COVER	SQYD	33,400	3.25	108,550.00
27	130610	TEMPORARY CHECK DAM	LF	190	13.00	2,470.00
28	130620	TEMPORARY DRAINAGE INLET PROTECTION	EA	70	325.00	22,750.00
29	130640	TEMPORARY FIBER ROLL	LF	38,500	2.50	96,250.00
30	130680	TEMPORARY SILT FENCE	LF	6,800	2.50	17,000.00
31	130710	TEMPORARY CONSTRUCTION ENTRANCE	EA	17	4,020.00	68,340.00
32	130730	STREET SWEEPING	LS	1	140,000.00	140,000.00
33	130900	TEMPORARY CONCRETE WASHOUT (PORTABLE)	LS	1	100,000.00	100,000.00

Contract (continued)

BASE BID

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
34	071325	TEMPORARY FENCE (TYPE ESA)	LF	12,900	3.00	38,700.00
35	141101	REMOVE YELLOW PAINTED TRAFFIC STRIPE (HAZARDOUS WASTE)	LF	5,820	1.40	8,148.00
36	141120	TREATED WOOD WASTE	LB	29,800	0.45	13,410.00
37	148005	NOISE MONITORING	LS	1	5,000.00	5,000.00
38	000003	REMOVE EXISTING POLE	EA	3	3,000.00	9,000.00
39	170103	CLEARING AND GRUBBING (LS)	LS	1	50,000.00	50,000.00
40	190101(F)	ROADWAY EXCAVATION	CY	102,000	21.00	2,142,000.00
41	192001(F)	STRUCTURE EXCAVATION [FOUNDATION TREATMENT]	CY	1,628	15.00	24,420.00
42	192003(F)	STRUCTURE EXCAVATION (BRIDGE)	CY	613	250.00	153,250.00
43	192037(F)	STRUCTURE EXCAVATION (RETAINING WALL)	CY	11,770	17.00	200,090.00
44	193003(F)	STRUCTURE BACKFILL (BRIDGE)	CY	615	100.00	61,500.00
45	193013(F)	STRUCTURE BACKFILL (RETAINING WALL)	CY	19,490	28.00	545,720.00
46	193031(F)	PERVIOUS BACKFILL MATERIAL (RETAINING WALL)	CY	730	10.00	7,300.00
47	198010	IMPORTED BORROW (CY)	CY	101,000	1.00	101,000.00
48	200114	ROCK BLANKET	SQYD	5,160	108.00	557,280.00
49	202004	IRON SULFATE (LB)	LB	22	2.00	44.00
50	202006	SOIL AMENDMENT	CY	3	20.00	60.00
51	202037	ORGANIC FERTILIZER	LB	22	2.00	44.00
52	204011	PLANT (GROUP K)	EA	44	370.00	16,280.00
53	204099	PLANT ESTABLISHMENT WORK	LS	1	16,250.00	16,250.00
54	205035	WOOD MULCH	CY	3	80.00	240.00
55	206559(P)	CONTROL AND NEUTRAL CONDUCTORS (ARMOR-CLAD)	LS	1	42,000.00	42,000.00
56	206564(P)	1 1/2" REMOTE CONTROL VALVE	EA	10	500.00	5,000.00
57	206757(P)	16-18 STATION IRRIGATION CONTROLLER (WALL MOUNTED)	EA	2	17,500.00	35,000.00
58	207055(P-F)	2" COPPER PIPE (SUPPLY LINE)	LF	30	155.00	4,650.00
59	208220(P-F)	1/2" DRIP IRRIGATION TUBING	LF	6,534	2.00	13,068.00
60	208301(P)	IRRIGATION CONTROLLER ENCLOSURE CABINET	EA	2	7,200.00	14,400.00
61	208423(P)	1" BACKFLOW PREVENTER ASSEMBLY	EA	2	1,650.00	3,300.00
62	208440(P)	BACKFLOW PREVENTER ENCLOSURE	EA	2	1,725.00	3,450.00
63	208442(P)	FLOW SENSOR	EA	2	1,100.00	2,200.00
64	208445(P)	TREE WELL SPRINKLER ASSEMBLY	EA	90	60.00	5,400.00
65	208448(P)	RISER SPRINKLER ASSEMBLY	EA	34	90.00	3,060.00
66	208450(P)	DRIP VALVE ASSEMBLY	EA	4	685.00	2,740.00
67	208575(P)	2" GATE VALVE	EA	5	350.00	1,750.00
68	208594(P-F)	3/4" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	2,455	4.00	9,820.00
69	208595(P-F)	1" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	4,700	3.50	16,450.00
70	208597(P-F)	1 1/2" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	500	3.50	1,750.00
71	208605(P-F)	2" PLASTIC PIPE (CLASS 315) (SUPPLY LINE)	LF	6,550	5.50	36,025.00
72	208640(P)	PRESSURE REGULATING VALVE	EA	2	600.00	1,200.00



Contract (continued)

BASE BID

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
73	208683(P)	BALL VALVE	EA	35	400.00	14,000.00
74	208760(P)	10" CORRUGATED STEEL PIPE CONDUIT (.064" THICK)	LF	250	70.00	17,500.00
75	208820(P)	10" WELDED STEEL PIPE CONDUIT	LF	58	100.00	5,800.00
76	210010	MOVE-IN/MOVE-OUT (EROSION CONTROL)	EA	6	430.00	2,580.00
77	210270	ROLLED EROSION CONTROL PRODUCT (NETTING)	SQFT	89,000	0.50	44,500.00
78	210280	ROLLED EROSION CONTROL PRODUCT (BLANKET)	SQFT	210	11.00	2,310.00
79	210290	ROLLED EROSION CONTROL PRODUCT (TRM)	SQFT	210	7.00	1,470.00
80	210300	HYDROMULCH	SQFT	877,000	0.04	35,080.00
81	210350	FIBER ROLLS	LF	44,302	2.50	110,755.00
82	210430	HYDROSEED	SQFT	966,000	0.05	48,300.00
83	000003	COMPOST	SQFT	966,000	0.20	193,200.00
84	210630	INCORPORATE MATERIALS	SQFT	966,000	0.04	38,640.00
85	250201	CLASS 2 AGGREGATE SUBBASE	CY	11,100	55.00	610,500.00
86	260203	CLASS 2 AGGREGATE BASE (CY)	CY	13,500	45.00	607,500.00
87	280000	LEAN CONCRETE BASE	CY	7,990	150.00	1,198,500.00
87.A	280015	LEAN CONCRETE BASE RAPID SETTING	CY	280	350.00	98,000.00
88	374002	ASPHALTIC EMULSION (FOG SEAL COAT)	TON	0.5	5,050.00	2,525.00
89	390100	PRIME COAT	TON	30	1,200.00	36,000.00
90	390132	HOT MIX ASPHALT (TYPE A)	TON	34,600	89.00	3,079,400.00
91	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	130	155.00	20,150.00
92	394060	DATA CORE	LS	1	11,000.00	11,000.00
93	394073	PLACE HOT MIX ASPHALT DIKE (TYPE A)	LF	990	6.00	5,940.00
94	394074	PLACE HOT MIX ASPHALT DIKE (TYPE C)	LF	130	6.00	780.00
95	394075	PLACE HOT MIX ASPHALT DIKE (TYPE D)	LF	480	6.00	2,880.00
96	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	LF	140	6.00	840.00
97	394077	PLACE HOT MIX ASPHALT DIKE (TYPE F)	LF	180	5.00	1,080.00
98	397005	TACK COAT	TON	66	910.00	60,060.00
99	398100	REMOVE ASPHALT CONCRETE DIKE	LF	12,200	2.00	24,400.00
100	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	79,200	2.50	198,000.00
101	398300	REMOVE BASE AND SURFACING	CY	8,700	10.00	87,000.00
102	401050	JOINTED PLAIN CONCRETE PAVEMENT	CY	15,700	212.00	3,328,400.00
102.A	600140	CONCRETE (RAPID SETTING)	CY	560	310.00	173,600.00
103	000001	ITEM DELETED PER ADDENDUM No. 2	---	---	---	---
104	414202	JOINT SEAL (PREFORMED COMPRESSION)	LF	66,100	4.50	297,450.00
105	414241	ISOLATION JOINT SEAL (SILICONE)	LF	1,510	12.00	18,120.00
106	490603	24" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	2,330	90.00	209,700.00
107	498052	60" CAST-IN-DRILLED-HOLE CONCRETE PILE (SIGN FOUNDATION)	LF	52	670.00	34,840.00
108	500001(P)	PRESTRESSING CAST-IN-PLACE CONCRETE	LS	1	230,000.00	230,000.00
109	510051(F)	STRUCTURAL CONCRETE, BRIDGE FOOTING	CY	389	285.00	110,865.00

Contract (continued)

BASE BID

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
110	510053(F)	STRUCTURAL CONCRETE, BRIDGE	CY	1,916	910.00	1,743,560.00
111	510054(F)	STRUCTURAL CONCRETE, BRIDGE (POLYMER FIBER)	CY	890	515.00	458,350.00
112	510060(F)	STRUCTURAL CONCRETE, RETAINING WALL	CY	6,220	296.00	1,841,120.00
113	510086(F)	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE N)	CY	271	585.00	158,535.00
114	510090(F)	STRUCTURAL CONCRETE, BOX CULVERT	CY	647	410.00	265,270.00
115	510092(F)	STRUCTURAL CONCRETE, HEADWALL	CY	152	1,365.00	207,480.00
116	510094(F)	STRUCTURAL CONCRETE, DRAINAGE INLET	CY	117	1,720.00	201,240.00
117	510502(F)	MINOR CONCRETE (MINOR STRUCTURE)	CY	213	142.00	30,246.00
118	511035(F)	ARCHITECTURAL TREATMENT	SQFT	1,691	43.00	72,713.00
119	511064(F)	FRACTURED RIB TEXTURE	SQFT	28,200	8.00	225,600.00
120	519092(P)	JOINT SEAL ASSEMBLY (MR 2 1/2")	LF	180	260.00	46,800.00
121	520101(P-F)	BAR REINFORCING STEEL	LB	142,891	2.00	285,782.00
122	520102(P-F)	BAR REINFORCING STEEL (BRIDGE)	LB	696,603	1.00	696,603.00
123	520103(P-F)	BAR REINFORCING STEEL (RETAINING WALL)	LB	737,000	1.00	737,000.00
124	560218(F)	FURNISH SIGN STRUCTURE (TRUSS)	LB	58,410	4.00	233,640.00
125	560219(F)	INSTALL SIGN STRUCTURE (TRUSS)	LB	58,410	0.20	11,682.00
126	820710	FURNISH LAMINATED PANEL SIGN (1"-TYPE A) [FOR RETROREFLECTIVE SHEETING (TYPE XI)]	SQFT	400	24.00	9,600.00
127	820750	FURNISH SINGLE SHEET ALUMINUM SIGN (0.063"-UNFRAMED) [FOR RETROREFLECTIVE SHEETING (TYPE XI)]	SQFT	320	8.00	2,560.00
128	820760	FURNISH SINGLE SHEET ALUMINUM SIGN (0.080"-UNFRAMED) [FOR RETROREFLECTIVE SHEETING (TYPE XI)]	SQFT	330	9.00	2,970.00
129	820780	FURNISH SINGLE SHEET ALUMINUM SIGN (0.063"-FRAMED) [FOR RETROREFLECTIVE SHEETING (TYPE XI)]	SQFT	360	17.00	6,120.00
130	568046	REMOVE SIGN STRUCTURE (EA)	EA	1	8,000.00	8,000.00
131	0000003	RETROREFLECTIVE SHEETING (TYPE XI)	SQFT	1,400	5.00	7,000.00
132	600029	REMOVE ASPHALT CONCRETE SURFACING	SQFT	470	8.00	3,760.00
133	600097	BRIDGE REMOVAL	LS	1	185,000.00	185,000.00
134	610108(P)	18" ALTERNATIVE PIPE CULVERT	LF	280	74.00	20,720.00
135	610112(P)	24" ALTERNATIVE PIPE CULVERT	LF	3,230	67.00	216,410.00
136	610121(P)	36" ALTERNATIVE PIPE CULVERT	LF	150	101.00	15,150.00
137	650014(P)	18" REINFORCED CONCRETE PIPE	LF	450	108.00	48,600.00
138	650018(P)	24" REINFORCED CONCRETE PIPE	LF	34	186.00	6,324.00
139	650026(P)	36" REINFORCED CONCRETE PIPE	LF	4	115.00	460.00
140	665023(P)	24" CORRUGATED STEEL PIPE (.079" THICK)	LF	17	118.00	2,006.00
141	665036(P)	36" CORRUGATED STEEL PIPE (.079" THICK)	LF	9	60.00	540.00
142	665046(P)	48" CORRUGATED STEEL PIPE (.079" THICK)	LF	3	235.00	705.00
143	665058(P)	66" CORRUGATED STEEL PIPE (.109" THICK)	LF	14	204.00	2,856.00
144	690117(P)	18" CORRUGATED STEEL PIPE DOWNDRAIN (.079" THICK)	LF	350	83.00	29,050.00
145	703460(P)	24" WELDED STEEL PIPE CASING (BRIDGE)	LF	78	250.00	19,500.00
146	710167	REMOVE FLARED END SECTION	EA	3	520.00	1,560.00

Contract (continued)

BASE BID

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
147	705311	18" ALTERNATIVE FLARED END SECTION	EA	6	820.00	4,920.00
148	705315	24" ALTERNATIVE FLARED END SECTION	EA	8	875.00	7,000.00
149	710102	ABANDON CULVERT (LF)	LF	420	31.00	13,020.00
150	710132	REMOVE CULVERT (LF)	LF	480	38.00	18,240.00
151	710150	REMOVE INLET	EA	8	542.00	4,336.00
152	710152	REMOVE HEADWALL	EA	9	1,945.00	17,505.00
153	710262	CAP INLET	EA	1	1,745.00	1,745.00
154	710370	SAND BACKFILL	CY	32	120.00	3,840.00
155	721015(F)	ROCK SLOPE PROTECTION (LIGHT, METHOD B) (CY)	CY	117	80.00	9,360.00
156	721028(F)	ROCK SLOPE PROTECTION (NO. 2, METHOD B) (CY)	CY	97	260.00	25,220.00
157	721431	CONCRETE (CONCRETE APRON)	CY	4	883.00	3,532.00
158	721810(F)	SLOPE PAVING (CONCRETE)	CY	75	662.00	49,650.00
159	729011(P)	ROCK SLOPE PROTECTION FABRIC (CLASS 8)	SQYD	490	2.50	1,225.00
160	730020	MINOR CONCRETE (CURB) (CY)	CY	140	455.00	63,700.00
161	730045	MINOR CONCRETE (GUTTER) (CY)	CY	54	695.00	37,530.00
162	731504	MINOR CONCRETE(CURB AND GUTTER)	CY	360	325.00	117,000.00
163	731521	MINOR CONCRETE (SIDEWALK)	CY	190	294.00	55,860.00
164	731530	MINOR CONCRETE (TEXTURED PAVING)	CY	62	405.00	25,110.00
165	731623	MINOR CONCRETE (CURB RAMP)	CY	17	2,615.00	44,455.00
166	731780	REMOVE CONCRETE SIDEWALK (SQYD)	SQYD	530	15.00	8,700.00
167	731840	REMOVE CONCRETE (CURB AND GUTTER)	LF	390	6.00	2,340.00
168	750001(P-F)	MISCELLANEOUS IRON AND STEEL	LB	29,311	2.00	58,622.00
169	750501(P-F)	MISCELLANEOUS METAL (BRIDGE)	LB	1,331	11.00	14,641.00
170	770030(P)	SIGNAL AND LIGHTING (CITY STREET LOCATION 1)	LS	1	275,000.00	275,000.00
171	770050(P)	SIGNAL AND LIGHTING (CITY STREET LOCATION 2)	LS	1	311,000.00	311,000.00
172	770070(P)	SIGNAL AND LIGHTING (CITY STREET LOCATION 3)	LS	1	20,000.00	20,000.00
173	770090(P)	LIGHTING (CITY STREET)	LS	1	200,000.00	200,000.00
174	780460(F)	ANTI-GRAFFITI COATING	SQFT	41,600	2.00	83,200.00
175	800360	CHAIN LINK FENCE (TYPE CL-6)	LF	3,710	20.00	74,200.00
176	803030	REMOVE FENCE (TYPE BW)	LF	1,120	10.00	11,200.00
177	803050	REMOVE CHAIN LINK FENCE	LF	2,690	15.00	40,350.00
178	810120	REMOVE PAVEMENT MARKER	EA	8,080	0.80	6,464.00
179	810170	DELINEATOR (CLASS 1)	EA	170	24.00	4,080.00
180	810200	TEMPORARY DELINEATOR (CLASS 1)	EA	29	39.00	1,131.00
181	820230	REMOVE SIGN	EA	86	74.00	6,364.00
182	820610	RELOCATE ROADSIDE SIGN	EA	1	245.00	245.00
183	820750	FURNISH SINGLE SHEET ALUMINUM SIGN (0.063"-UNFRAMED)	SQFT	630	11.00	6,930.00
184	820760	FURNISH SINGLE SHEET ALUMINUM SIGN (0.080"-UNFRAMED)	SQFT	96	12.00	1,152.00
185	820780	FURNISH SINGLE SHEET ALUMINUM SIGN (0.063"-FRAMED)	SQFT	120	19.00	2,280.00

Contract (continued)

BASE BID

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
185	820780	FURNISH SINGLE SHEET ALUMINUM SIGN (0.063"-FRAMED)	SQFT	120	19.00	2,280.00
186	820840	ROADSIDE SIGN - ONE POST	EA	130	310.00	40,300.00
187	820850	ROADSIDE SIGN - TWO POST	EA	6	1,130.00	6,780.00
188	820860	INSTALL SIGN (STRAF AND SADDLE BRACKET METHOD)	EA	40	135.00	5,400.00
189	820890	INSTALL SIGN PANEL ON EXISTING FRAME	SQFT	64	16.00	1,024.00
190	832005	MIDWEST GUARDRAIL SYSTEM	LF	2,880	30.00	86,400.00
191	832070	VEGETATION CONTROL (MINOR CONCRETE)	SQYD	1,740	72.00	125,280.00
192	833000(F)	METAL RAILING [BRIDGE]	LF	780	250.00	195,000.00
193	839221	DOUBLE MIDWEST GUARDRAIL SYSTEM (WOOD POST)	LF	1	1,750.00	1,750.00
194	839521(P-F)	CABLE RAILING	LF	1,740	50.00	87,000.00
195	839543(P)	TRANSITION RAILING (TYPE WB-31)	EA	7	3,600.00	25,200.00
196	839581	END ANCHOR ASSEMBLY (TYPE SFT)	EA	8	1,025.00	8,200.00
197	839584	ALTERNATIVE IN-LINE TERMINAL SYSTEM	EA	4	3,900.00	15,600.00
198	839585	ALTERNATIVE FLARED TERMINAL SYSTEM	EA	8	3,000.00	24,000.00
199	839703	CONCRETE BARRIER (TYPE 60C)	LF	89	245.00	21,805.00
200	839709	CONCRETE BARRIER (TYPE 60GE)	LF	200	290.00	58,000.00
201	839401(F)	CONCRETE BARRIER [TYPE 736SW MOD]	LF	377	270.00	101,790.00
202	839726(F)	CONCRETE BARRIER (TYPE 736A)	LF	1,656	106.00	175,536.00
203	839727(F)	CONCRETE BARRIER (TYPE 736 MODIFIED)	LF	377	150.00	56,550.00
204	839731(F)	CONCRETE BARRIER (TYPE 736B)	LF	926	170.00	157,420.00
205	839752	REMOVE GUARDRAIL	LF	1,880	7.00	13,160.00
206	839774	REMOVE CONCRETE BARRIER	LF	300	20.00	6,000.00
207	840516	THERMOPLASTIC PAVEMENT MARKING (ENHANCED WET NIGHT VISIBILITY)	SQFT	9,840	3.50	34,440.00
208	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	80,500	0.30	24,150.00
209	840504	4" THERMOPLASTIC TRAFFIC STRIPE [(ENHANCED WET NIGHT VISIBILITY)]	LF	10,900	0.60	6,540.00
210	846007	6" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY)	LF	1,600	0.75	1,200.00
211	846009	8" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY)	LF	15,500	1.25	19,375.00
212	846020	REMOVE PAINTED TRAFFIC STRIPE	LF	234,000	0.45	105,300.00
213	846025	REMOVE PAINTED PAVEMENT MARKING	SQFT	1,580	1.50	2,370.00
214	846051	12" RUMBLE STRIP (ASPHALT CONCRETE PAVEMENT)	STA	193	50.00	9,650.00
215	846052	SHOULDER RUMBLE STRIP (CONCRETE PAVEMENT, GROUND-IN INDENTATIONS)	STA	54	100.00	5,400.00
216	810101(P)	PAVEMENT MARKER (NON-REFLECTIVE)	EA	2,780	1.10	3,058.00
217	810230(P)	PAVEMENT MARKER (RETROREFLECTIVE)	EA	2,070	3.30	6,831.00
218	870009	MAINTAINING EXISTING TRAFFIC MANAGEMENT SYSTEM ELEMENTS DURING CONSTRUCTION	LS	1	5,070.00	5,070.00
219	870136	ELECTRIC SERVICE FOR IRRIGATION	LS	1	5,070.00	5,070.00
220	870510	RAMP METERING SYSTEM	LS	1	340,000.00	340,000.00
221	871812	INTERCONNECTION CONDUIT AND CABLE (LS)	LS	1	100,000.00	100,000.00

Contract (continued)

**BASE BID**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
222	000003	TEMPORARY MICROWAVE VEHICLE DETECTION SYSTEM	LS	1	16,300.00	16,300.00
223	872130	MODIFYING EXISTING ELECTRICAL SYSTEM	LS	1	784,680.00	784,680.00
224	995100	WATER METER CHARGES	LS	1	10,000.00	10,000.00
225	999990	MOBILIZATION	LS	1	2,600,000.00	2,600,000.00

BASE BID Thirty two million, three hundred thirty one thousand, one hundred thirty nine dollars  
 SCHEULE and zero cents **\$32,331,139.00**  
 ITEMS 1-225 "WORDS"

**ALTERNATE BID SCHEDULE 1 – EASTERN MUNICIPAL WATER DISTRICT**

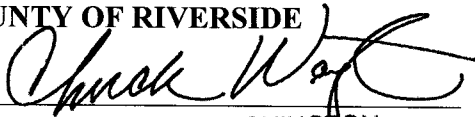
ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
226	019902	Furnish and install all necessary materials, labor, and equipment for the construction of the 12-inch CML&C water pipeline relocation per SK-1259, including but not limited to the installation of all necessary appurtenances, CTS, AV/AR, weld joints, dewatering of existing pipeline, all testing, connections, start-up as specified, removal and disposal of existing pipeline, and trench backfill per EMWD standards, contract drawings, and specifications, complete and in place.	LS	1	53,000.00	53,000.00
227	066105	Furnish and install all necessary materials, labor, and equipment to adjust existing manhole covers to new grade per EMWD standards, contract drawings, and specifications, complete and in place.	EA	2	915.00	1,830.00
228	066860	Furnish and install all necessary materials, labor, and equipment to reconstruct existing manholes per EMWD standards, contract drawings, and specifications, complete and in place.	EA	2	4,730.00	9,460.00
229	070030	Furnish and install all necessary materials, labor, and equipment to adjust existing water valve caps to new grade per EMWD standards, contract drawings, and specifications, complete and in place.	EA	28	525.00	14,700.00
230	080050	Furnish and install all necessary materials, labor, and equipment to abandon existing 8" water line, remove water valve and end plug with 12" of concrete per EMWD standards, contract drawings, and specifications, complete and in place.	LS	1	6,300.00	6,300.00


ALTERNATE  
 BID No. 1 Eighty five thousand, two hundred ninety dollars and zero cents **\$ 85,290.00**  
 ITEMS 226 – 230 "WORDS"



**Interstate 215 at Scott Road  
Interchange Improvements  
In the City of Menifee  
Project No. B3-0689  
Federal Aid No. STPLN-5956(262)**

IN WITNESS WHEREOF the parties hereto have executed this Contract as of the date set forth below.

COUNTY OF RIVERSIDE  
BY:   
CHUCK WASHINGTON  
Chairman, Board of Supervisors

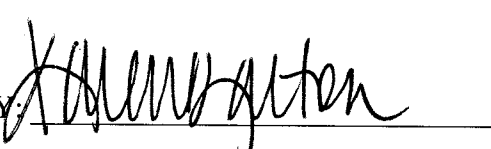
Guy F. Atkinson  
BY:   
Timothy J. Stroud

DATED: JUL 31 2018

TITLE: Vice President  
(If Corporation, affix Seal)

ATTEST:  
Kecia Harper-Ihem, Clerk of the Board

ATTEST:   
Andrew Nelson

BY:   
Deputy

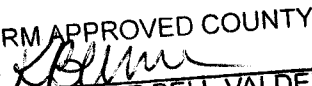
TITLE: Chief Estimator

Licensed in accordance with an act providing for the registration of Contractors,

License No.: 1004388

Federal Employer Identification Number:  
52-2234755

Department of Industrial Relations Registration Number:  
1000027177

FORM APPROVED COUNTY COUNSEL  
BY:  7/18/18 DATE  
KRISTINE BELL-VALDEZ

BY \_\_\_\_\_  
"County"

\_\_\_\_\_  
"Corporation"  
(Seal)

**GUY F. ATKINSON CONSTRUCTION, LLC**

**WRITTEN CONSENT  
IN LIEU OF A SPECIAL MEETING  
OF THE MANAGERS**

The undersigned, Managers of Guy F. Atkinson Construction, LLC, a Maryland limited liability company (the "Company"), hereby consent to, approve and adopt the following resolution:

**WHEREAS**, the Company has been awarded the Interstate 215 at Scott Road, Interchange Improvements in the City of Menifee Project, Project No. B3-0689 ("Project") from the County of Riverside Transportation and Land Management Agency ("Owner").

**WHEREAS**, in accordance with the Notice of Acceptance of Proposal and Intent to Award letter, dated May 24, 2018, the Owner requires a resolution confirming the authority of the Company's contract signatory.

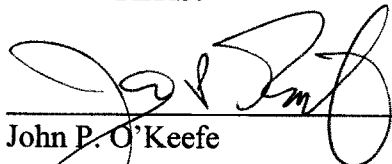
**THEREFORE, BE IT RESOLVED**, that Timothy J. Stroud is authorized to sign any and all documents on behalf of the Company with the Owner in connection with the Project.

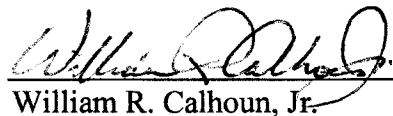
This Written Consent may be executed in counterparts. The execution and delivery of this written consent by facsimile shall be sufficient for all purposes hereof and shall be binding upon any person who so executed.

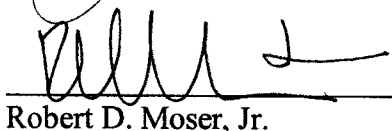
**IN WITNESS WHEREOF**, the undersigned Managers have executed this resolution in lieu of a special meeting as of the 29<sup>th</sup> day of May, 2018.

**APPROVED:**

**MANAGERS:**

  
\_\_\_\_\_  
John P. O'Keefe

  
\_\_\_\_\_  
William R. Calhoun, Jr.

  
\_\_\_\_\_  
Robert D. Moser, Jr.



## Performance Bond

**Recitals:**

1. **Guy F. Atkinson** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Interstate 215 at Scott Road, Interchange Improvements, In the City of Menifee, Project No. B3-0689, Federal Aid No. STPLN-5956(262).**
2. \_\_\_\_\_, a \_\_\_\_\_ corporation (Surety), is the Surety under this Bond.

**Agreement:**

We, Contractor as Principal and Surety as Surety, jointly and severally agree, state, and are bound unto County, as obligee, as follows:

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of **\$32,536,611.00 (Thirty two million, five hundred thirty six thousand, six hundred eleven dollars and zero cents)** and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of \_\_\_\_\_.

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Type Name \_\_\_\_\_

Its Attorney in Fact  
"Surety"

Title \_\_\_\_\_

"Contractor"

(Corporate Seal)

(Corporate Seal)

**NOTE:** This Bond must be executed by both parties with corporate seal affixed. All signatures must be acknowledged. (Attach acknowledgements).

**Payment Bond**

(Public Works - Civil Code §9550 et seq.)

The makers of this Bond are Guy F. Atkinson, 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 to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$32,536,611.00 (Thirty two million, five hundred thirty six thousand, six hundred eleven dollars and zero cents), the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of Interstate 215 at Scott Road, Interchange Improvements, In the City of Menifee, Project No. B3-0689, Federal Aid No. STPLN-5956(262).

The beneficiaries of this Bond are as is stated in 9554 of the Civil Code and requirements and conditions of this Bond are as is set forth in 9554, 9558, 9560 and 9564 of said code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

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

\_\_\_\_\_  
Original Contractor – Principal

\_\_\_\_\_  
Surety

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Its Attorney In Fact

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

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

} ss. SURETY'S ACKNOWLEDGEMENT

On \_\_\_\_\_ before me, \_\_\_\_\_ personally appeared, \_\_\_\_\_, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

Notary Public (Seal)

**NOTE: This Bond must be executed by both parties with corporate seal affixed. All signatures must be acknowledged. (Attach acknowledgements).**

**Performance Bond**

BOND NO. 106923920/824

ORIGINAL

**Recitals:**

1. **Guy F. Atkinson** (Contractor) has entered into a Contract with COUNTY OF \_\_\_\_\_ for construction of public work known as **Interstate 215 at Scott Road, Interchange Improvements** In the City of Menifee, Project No. B3-0689, Federal Aid No. STPLN-5956(262).  
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, FEDERAL INSURANCE COMPANY & FIDELITY AND DEPOSIT COMPANY OF MARYLAND
2. DEPOSIT COMPANY OF MARYLAND \_\_\_\_\_, a \_\_\_\_\_ CONNECTICUT, INDIANA & MARYLAND \_\_\_\_\_ corporation (Surety), is the Surety under this Bond.

**Agreement:**

We, Contractor as Principal and Surety as Surety, jointly and severally agree, state, and are bound unto County, as obligee, as follows:

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of **\$32,536,611.00 (Thirty two million, five hundred thirty six thousand, six hundred eleven dollars and zero cents)** and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of June 6, 2018  
GUY F. ATKINSON \_\_\_\_\_ TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, FEDERAL INSURANCE COMPANY & FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By \_\_\_\_\_ By \_\_\_\_\_

By [Signature] \_\_\_\_\_ EN C. BOWLING, ATTORNEY-IN-FACT

Its Attorney in Fact  
"Surety"

Title Tom Stra...

"Contr.

(Corpora

(Corporate Seal)

NOTE: This Bond must be acknowledged by \_\_\_\_\_ Clerk of the Board. All signatures must be \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of Orange )

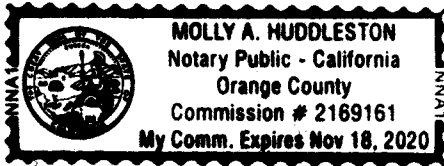
On June 6, 2018 before me, Molly A. Huddleston,  
Date Here Insert Name and Title of the Officer

personally appeared Timothy J. Stroud  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Molly A. Huddleston  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

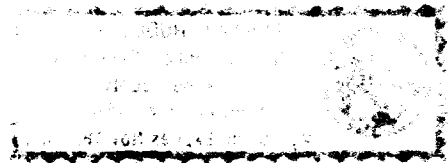
**Description of Attached Document**

Title or Type of Document: Payment & Performance Bonds Document Date: 6/6/18  
Number of Pages: 2 Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



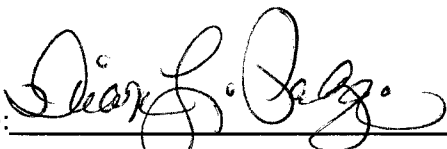
**ALL-PURPOSE ACKNOWLEDGMENT**

State of Maryland )  
 ) ss  
County of Anne Arundel )

On June 6, 2018, before me, Diana L. Parker, Notary Public, personally appeared Karen C. Bowling, 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.

WITNESS my hand and official seal.

(Seal)

Signature:   
Diana L. Parker, Notary Public  
Commission Expires 8/10/2021

**Payment Bond**

(Public Works - Civil Code §9550 et seq.)

The makers of this Bond are Guy F. Atkinson, as Principal and Original Contractor and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, FEDERAL INSURANCE COMPANY & FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$32,536,611.00 (Thirty two million, five hundred thirty six thousand, six hundred eleven dollars and zero cents), the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of Interstate 215 at Scott Road, Interchange Improvements, In the City of Menifee, Project No. B3-0689, Federal Aid No. STPLN-5956(262).

The beneficiaries of this Bond are as is stated in 9554 of the Civil Code and requirements and conditions of this Bond are as is set forth in 9554, 9558, 9560 and 9564 of said code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

Dated: June 6, 2018

GUY F. ATKINSON  
Original Contractor - Principal

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
FEDERAL INSURANCE COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By [Signature]

Surety

By [Signature]  
KAREN C. BOWLING, ATTORNEY-IN-FACT  
Its Attorney In Fact

Title TIM STRAW, V.P.  
(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE  
OF MARYLAND  
COUNTY  
OF ANNE ARUNDEL

} ss. SURETY'S ACKNOWLEDGEMENT

On June 6, 2018 before me, DIANA L. PARKER personally appeared, KAREN C. BOWLING, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.  
[Signature]  
Signature of Notary Public  
MY COMMISSION EXPIRES: 8/10/2021

Notary Public (Seal)

**NOTE: This Bond must be executed by both parties with corporate seal affixed. All signatures must be acknowledged. (Attach acknowledgements).**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of Orange )

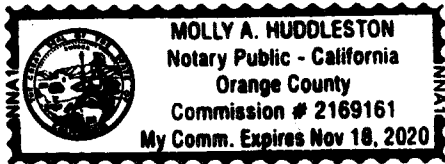
On June 6, 2018 before me, Molly A. Huddleston  
Date Here Insert Name and Title of the Officer

personally appeared Timothy J. Stroud  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Molly A. Huddleston  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Payment & Performance Bonds Document Date: 6/6/18  
Number of Pages: 2 Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_




**ALL-PURPOSE ACKNOWLEDGMENT**

State of Maryland )  
 ) ss  
County of Anne Arundel )

On June 6, 2018, before me, Diana L. Parker, Notary Public, personally appeared Karen C. Bowling, 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.

WITNESS my hand and official seal.

(Seal)

Signature:   
Diana L. Parker, Notary Public  
Commission Expires 8/10/2021



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Karen C Bowling** of **COLUMBIA, Maryland**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut  
City of Hartford ss.

By: *Robert L. Raney*  
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.  
My Commission expires the **30th** day of **June**, 2021



*Marie C. Tetreault*  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 6<sup>th</sup> day of June, 2018



*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

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 Karen C. Bowling, Diana L. Parker and Terry D. Reynolds of Columbia, Maryland

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, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

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 16th day of February, 2017.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

ss.

On this 16th day of February, 2017 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, 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 Dawn M. Chloros, being by me duly sworn, did depose and say that she 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 said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316986
Commission Expires July 16, 2019

[Handwritten signature of Katherine J. Adelaar]

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(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 the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, 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 Whitehouse Station, NJ, this

June 6, 2018.



Dawn M. Chloros

Dawn M. Chloros, 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:

Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Diana L. PARKER, Karen C. BOWLING, Terry D. REYNOLDS and David Thomas SAUL, all of Columbia, Maryland, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.


The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.


IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 9th day of June, A.D. 2017.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**




By:   
*Assistant Secretary  
Dawn E. Brown*

  
*Vice President  
Michael Bond*

State of Maryland  
County of Baltimore

On this 9th day of June, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

  
Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019



**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 6th day of June, 2016.



*David McVicker*

David McVicker, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:**

Zurich American Insurance Co.  
Attn: Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056



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- Lines of Business
- Workers' Compensation
- Complaint and Request for Action/Appeals
- Contact Information

**COMPANY PROFILE**

**Company Information**

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**

**ONE TOWER SQUARE  
HARTFORD, CT 06183**

**Old Company Names**

**Effective Date**

AETNA CASUALTY & SURETY COMPANY OF AMERICA      07/01/1997

**Agent For Service**

KARISSA LOWRY  
2710 GATEWAY OAKS DRIVE  
SUITE 150N  
SACRAMENTO CA 95833

**Financial Statements PDF's**

- Annual Statements
- Quarterly Statements

**Company Complaint**

- Company Performance & Comparison Data
- Company Enforcement Action
- Composite Complaints Studies

**Reference Information**

NAIC #:	31194
California Company ID #:	2444-8
Date Authorized in California:	07/31/1981
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CONNECTICUT

**Additional Info**

- Find A Company Representative In Your Area
- View Financial Disclaimer

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**NAIC Group List**

NAIC Group #:                      3548      Travelers Grp

**Lines Of Business**

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

- AIRCRAFT
- AUTOMOBILE
- BOILER AND MACHINERY
- BURGLARY
- COMMON CARRIER LIABILITY
- CREDIT
- DISABILITY
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS
- SPRINKLER
- SURETY
- TEAM AND VEHICLE
- WORKERS' COMPENSATION

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## COMPANY PROFILE

### Company Information

**FEDERAL INSURANCE COMPANY**  
**202B HALL'S MILL ROAD**  
**WHITEHOUSE STATION, NJ 08889**  
**800-252-4670**

### Old Company Names

Effective Date

### Agent For Service

Vivian Imperial  
 818 WEST SEVENTH STREET  
 SUITE 930  
 LOS ANGELES CA 90017

### Reference Information

NAIC #:	20281
California Company ID #:	0059-6
Date Authorized in California:	12/18/1902
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	INDIANA

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### NAIC Group List

NAIC Group #: 0626 Chubb Ltd Grp

### Lines Of Business

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

AIRCRAFT  
 AUTOMOBILE  
 BOILER AND MACHINERY  
 BURGLARY  
 COMMON CARRIER LIABILITY  
 CREDIT  
 DISABILITY  
 FIRE  
 LIABILITY  
 MARINE  
 MISCELLANEOUS  
 PLATE GLASS  
 SPRINKLER  
 SURETY  
 TEAM AND VEHICLE  
 WORKERS' COMPENSATION

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**COMPANY PROFILE**

**Company Information**

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**  
**1299 ZURICH WAY**  
**SCHAUMBURG, IL 60196**  
**800-382-2150**

**Old Company Names**

**Effective Date**

**Agent For Service**

KARISSA LOWRY  
 2710 GATEWAY OAKS DRIVE  
 SUITE 150N  
 SACRAMENTO CA 95833

**Reference Information**

NAIC #:	39306
California Company ID #:	2479-4
Date Authorized in California:	01/01/1982
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MARYLAND

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**NAIC Group List**

NAIC Group #:                    0212      ZURICH INS GRP

**Lines Of Business**

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

- AIRCRAFT
- AUTOMOBILE
- BOILER AND MACHINERY
- BURGLARY
- CREDIT
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS
- SPRINKLER
- SURETY
- TEAM AND VEHICLE
- WORKERS' COMPENSATION

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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

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AGENCY Alliant Insurance Services, Inc.		NAMED INSURED Guy F. Atkinson Construction, LLC 18201 Von Karman Avenue Suite 800 Irvine CA 92612	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

as required by a written contract. Waiver of Subrogation Applies to both General Liability and Workers Compensation. No policy will permit cancellation or modification without thirty (30) days prior written notice.

# Additional Insured – Automatic – Owners, Lessees Or Contractors



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 9265780-08	06/01/2018	06/01/2019	06/01/2018			

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

**Named Insured:** Guy F. Atkinson Construction, LLC  
**Address (including ZIP Code):** 7500 Old Georgetown Road  
 Bethesda, MD 20814

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

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

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

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

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

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – **Commercial General Liability Conditions:**

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**  
**Primary and Noncontributory insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.
- F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

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

All other terms and conditions of this policy remain unchanged.

## Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO9265780-08	06/01/2018	06/01/2019	06/01/2018		\$	\$

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

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

Construction Services Group



June 6, 2018

County of Riverside  
Transportation Department  
3525 14<sup>th</sup> Street  
Riverside, CA 92501

Alliant Insurance Services, Inc.  
9891 Broken Land Parkway  
Suite 205  
Columbia, MD 21046  
O 443 283 7899  
CA License No. 0C36861  
[www.alliant.com](http://www.alliant.com)

Re: Guy F. Atkinson Construction, LLC / Excess Liability Policies  
Project – B3-0689, I-215 at Scott Road

To Whom It May Concern:

Alliant Insurance Services, Inc. (Alliant) is the current broker of record for Guy F. Atkinson Construction, LLC (Atkinson). As such, Alliant can confirm that Atkinson's excess liability placements follow form with respect to the additional insured coverage provided under Atkinson's General Liability policy.

Should you have any questions or need any more details, please do not hesitate to contact me.

Regards,

A handwritten signature in cursive script that reads "Linda Walker".

Linda Walker  
Account Executive

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

**DESIGNATED INSURED FOR  
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** GUY F. ATKINSON CONSTRUCTION

**Endorsement Effective Date:**

**SCHEDULE**

**Name Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, EXECUTED PRIOR TO THE LOSS, TO PROVIDE ADDITIONAL INSURED COVERAGE.

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

**Waiver Of Transfer Of Rights Of Recovery Against Others To Us**

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Agency No.	Addl. Prem.	Return Prem.
BAP 9265781-08	06/01/2018	06/01/2019	06/01/2018			

This endorsement is issued by the company named in the Declarations. It changes the policy on the effective date listed above at the hour stated in the Declarations.

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

**Named Insured:** Guy F. Atkinson Construction, LLC

**Address (including ZIP code):** 7500 Old Georgetown Road  
Bethesda, MD 20814

This endorsement modifies insurance provided under the:

- Business Auto Coverage Form**
- Truckers Coverage Form**
- Garage Coverage Form**
- Motor Carrier Coverage Form**

**SCHEDULE**

**Name of Person or Organization:**

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY.

We waive any right of recovery we may have against the designated person or organization shown in the schedule because of payments we make for injury or damage caused by an "accident" or "loss" resulting from the ownership, maintenance, or use of a covered "auto" for which a Waiver of Subrogation is required in conjunction with work performed by you for the designated person or organization. The waiver applies only to the designated person or organization shown in the schedule.

Countersigned: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Representative



**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

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

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 06/01/2018 Policy No. WC9265782-08 Endorsement No.

Insured Guy F. Atkinson Construction, LLC Premium \$

Insurance Company Countersigned By \_\_\_\_\_





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- View Financial Disclaimer

**COMPANY PROFILE**

**Company Information**

**ZURICH AMERICAN INSURANCE COMPANY**

**1299 ZURICH WAY  
SCHAUMBURG, IL 60196  
800-936-5873**

**Old Company Names**

**Effective Date**

**Agent For Service**

KARISSA LOWRY  
2710 GATEWAY OAKS DRIVE  
SUITE 150N  
SACRAMENTO CA 95833

**Reference Information**

NAIC #:	16535
California Company ID #:	4581-5
Date Authorized in California:	01/01/1999
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW YORK

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**NAIC Group List**

NAIC Group #: 0212 ZURICH INS GRP

**Lines Of Business**

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

- AIRCRAFT
- AUTOMOBILE
- BOILER AND MACHINERY
- BURGLARY
- COMMON CARRIER LIABILITY
- CREDIT
- DISABILITY
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS
- SPRINKLER
- SURETY
- TEAM AND VEHICLE
- WORKERS' COMPENSATION

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**COMPANY PROFILE**

**Company Information**

**AMERICAN GUARANTEE AND LIABILITY INSURANCE COMPANY**

**1299 ZURICH WAY  
SCHAUMBURG, IL 60196  
800-382-2150**

**Old Company Names**

**Effective Date**

**Agent For Service**

KARISSA LOWRY  
2710 GATEWAY OAKS DRIVE  
SUITE 150N  
SACRAMENTO CA 95833

**Reference Information**

NAIC #:	26247
California Company ID #:	1237-7
Date Authorized in California:	12/20/1939
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW YORK

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**NAIC Group List**

NAIC Group #: 0212 ZURICH INS GRP

**Lines Of Business**

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

- AIRCRAFT
- AUTOMOBILE
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- MISCELLANEOUS
- PLATE GLASS
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Insurance Protection for All Californians	
NORCAL Specialty Insurance Company (Pennsylvania) (Name changed from PMSLIC Insurance Company, effective 12/01/2015)	
National Fire & Marine Insurance Company (Nebraska)	06/30/1995
Nautilus Insurance Company (Arizona)	08/04/1995
Navigators Specialty Insurance Company (New York) (Name changed from NIC Insurance Company effective 01/04/2007)	12/08/1995
Noetic Specialty Insurance Company (Vermont) (Domicile changed from Illinois to Vermont effective 01/18/2011) (Name changed from Coregis Indemnity Company effective 11/07/2001)	09/01/1995
North American Capacity Insurance Company (New Hampshire)	08/11/1995
Northfield Insurance Company (Iowa) (Domicile changed from Missouri to Iowa, effective 1/01/2002)	06/30/1995
North Light Specialty Insurance Company (Illinois)	10/10/2014
Nutmeg Insurance Company (Connecticut)	06/30/1995
Old Republic Union Insurance Company (Illinois)	05/24/2017
Pacific Insurance Company, Limited (Connecticut)	09/01/1995
Peleus Insurance Company (Virginia) (Name changed from Colony National Insurance Company effective 3/4/2015)	12/17/1996
Penn-Star Insurance Company (Pennsylvania)	11/13/2002
Princeton Excess and Surplus Lines Insurance Company (Delaware)	02/09/2006
ProAssurance Casualty Company (Michigan) (Name changed from ProNational Insurance Company effective 01/27/2009)	10/18/2005
Protective Specialty Insurance Company (Indiana)	06/01/2010

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## Q - Z

Insurer	Date Approved
QBE Insurance (Europe) Limited (U.K.) (Name changed from QBE International Insurance Limited, effective 09/30/2005)	01/06/1999
QBE Specialty Insurance Company (North Dakota)	08/01/2003
Rockhill Insurance Company (Arizona) (Name changed from United Coastal Insurance Company, effective 11/22/2005)	09/01/1995
Rockingham Insurance Company (Virginia)	2/27/2017
Savers Property and Casualty Insurance Company (Missouri)	06/30/1995
Scottsdale Insurance Company (Ohio)	06/30/1995
Seneca Specialty Insurance Company (Delaware) (Domicile changed from Arizona to Delaware, effective 11/25/2014)	02/02/2004
Shelter Reinsurance Company (Missouri)	10/18/2007
Sirius International Insurance Corporation (Sweden)	02/08/1999
St. Paul Surplus Lines Insurance Company (Delaware)	07/06/1995
Starr Surplus Lines Insurance Company (Texas) (Domicile changed from Illinois to Texas effective 01/01/2018)	11/16/2010
StarStone Specialty Insurance Company (Delaware) (Name changed from Torus Specialty Insurance Company effective 09/21/2015. Name changed from Praetorian Specialty Insurance Company effective 03/02/2009. Name changed from Alea North America Specialty Insurance Company effective 10/02/2006.)	12/22/2004
Steadfast Insurance Company (Delaware)	07/18/1995
Swiss Re International SE (Luxembourg) (Name changed from SR International Business Insurance Company Limited (UK) effective 1/01/2008) (Domicile changed from UK to Luxembourg effective 01/01/2008)	10/27/1995
T.H.E. Insurance Company (Louisiana)	09/22/1995
Tokio Marine Kiln Insurance Limited (U.K.) (Name changed from Tokio Marine Europe Insurance Limited effective 10/14/2014)	10/19/2009
Tokio Marine Specialty Insurance Company (Delaware) (Name changed from Philadelphia Insurance Company effective 11/01/2012) (Domicile changed from Pennsylvania to Delaware effective 11/01/2012)	02/14/1997

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

### ATTACHMENTS

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

#### I. GENERAL

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

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

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

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

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

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

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

#### II. NONDISCRIMINATION

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

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

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

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

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

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

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

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

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

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

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

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

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

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

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

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

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

#### **6. Training and Promotion:**

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

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

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

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

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

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

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

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

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and shall set forth what efforts have been made to obtain such information.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**III. NONSEGREGATED FACILITIES**

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

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

**IV. DAVIS-BACON AND RELATED ACT PROVISIONS**

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

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

**1. Minimum wages**

a. All laborers and mechanics employed or working upon the site of the work, will be paid 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.

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

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

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

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

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

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

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

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

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

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

## 2. Withholding

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

## 3. Payrolls and basic records

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

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

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

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

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

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

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

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the

contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

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

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

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

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

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in

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a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

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

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

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

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

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

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

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

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

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

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

**10. Certification of eligibility.**

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

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

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

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**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

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

#### **VI. SUBLETTING OR ASSIGNING THE CONTRACT**

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

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

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

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

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

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

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

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

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

#### **VII. SAFETY: ACCIDENT PREVENTION**

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

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

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

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

#### **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these

and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

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

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

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

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

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

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

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

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

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

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

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

##### **1. Instructions for Certification – First Tier Participants:**

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

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

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

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

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

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

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

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

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good

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faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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

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

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

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

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

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

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

## **2. Instructions for Certification - Lower Tier Participants:**

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

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

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

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily

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

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

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

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

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

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

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

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

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

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#### **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

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

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

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

## **Attachments to Form FHWA 1273**

- Attachment A, for Appalachian contracts, referenced in this form FHWA 1273 is excluded,
- Female and Minority utilization goals to comply with Section II, "Nondiscrimination", subsection 4.a, "Recruitment",
- Title VI Assurances,
- Cargo Preference Act requirements.



## FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

### MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey	28.9
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	25.6
	7400 San Jose, CA CA Santa Clara, CA	19.6
	7485 Santa Cruz, CA CA Santa Cruz	14.9
	7500 Santa Rosa CA Sonoma	9.1
	8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano	17.1
	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo	16.1
	Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus	12.3
	8120 Stockton, CA CA San Joaquin	24.3
	Non-SMSA Counties	19.8
	CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	

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179	Fresno-Bakersfield, CA	
	SMSA Counties:	
	0680 Bakersfield, CA	19.1
	CA Kern	
	2840 Fresno, CA	26.1
	CA Fresno	
	Non-SMSA Counties:	
	CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA:	
	SMSA Counties:	
	0360 Anaheim-Santa Ana-Garden Grove, CA	11.9
	CA Orange	
	4480 Los Angeles-Long Beach, CA	28.3
	CA Los Angeles	
	6000 Oxnard-Simi Valley-Ventura, CA	21.5
	CA Ventura	
	6780 Riverside-San Bernardino-Ontario, CA	19.0
	CA Riverside; CA San Bernardino	
	7480 Santa Barbara-Santa Maria-Lompoc, CA	19.7
	CA Santa Barbara	
	Non-SMSA Counties	24.6
	CA Inyo; CA Mono; CA San Luis Obispo	
181	San Diego, CA:	
	SMSA Counties	
	7320 San Diego, CA	16.9
	CA San Diego	
	Non-SMSA Counties	18.2
	CA Imperial	

For the last full week July during which work is performed under the contract, you and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

## TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- (1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of CONTRACTOR'S noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - (a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
  - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

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## ***USE OF UNITED STATES-FLAG VESSELS***

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

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