PUBLIC WORKS DEPARTMENT

BID FORMS

FOR CONSTRUCTION OF

PEDESTRIAN SIGNAL INSTALLATION (HAWK)
AT AIRPORT WAY AND SONORA STREET
PROJECT NO. WT16004 (FORMERLY PW1604)
FEDERAL PROJECT NO. HSIPL-5008(151)

THIS CONSTITUTES YOUR BID PROPOSAL

SUBMIT ONE ORIGINAL OF THIS BID PROPOSAL

NON-MANDATORY DBE PRE-BID MEETING:
Tuesday, May 25, 2021,
10:00 a.m., Microsoft Teams Meeting
(Refer to Notice to Contractors for meeting details)

BID OPENING: Thursday, June 10, 2021, 2:00 p.m., City
Hall, Clerk’s Office

Mandatory Job Walk: N/A

BIDDER'S NAME: Ray's Electric
LETTER OF CLARIFICATION NO. 3

BID FOR PUBLIC WORK

CITY OF STOCKTON

Stockton, CA  June 10,  2021

TO THE HONORABLE CITY COUNCIL OF THE CITY OF STOCKTON:

Pursuant to your Notice Inviting Sealed Bids, I, we, or either of us:

Corporation

(State whether individual, firm, corporation, association, or co-partnership)

hereby offer (and hereby promise and agree in case this bid is accepted) to furnish all labor, material, equipment and supplies necessary to complete the work mentioned in said Notice Inviting Sealed Bids in strict accordance with the plans and specifications for said work to be done and labor, materials, and equipment and supplies to be furnished, which plans and specifications are on file in the office of the City Clerk of the City of Stockton and made part hereof by reference, the same as if herein fully set out, at the following rates and prices, to-wit:

RAY'S ELECTRIC
411 PENDLETON WAY
SUITE B
OAKLAND, CA 94621
LETTER OF CLARIFICATION NO. 3

PEDESTRIAN SIGNAL INSTALLATION (HAWK) 
AT AIRPORT WAY AND SONORA STREET
PROJECT NO. WT16004 (FORMERLY PW1604)
FEDERAL PROJECT NO. HSIPL-5008(151)

NOTE: Bid items can no longer be designated as Specialty Items (deleted by Caltrans). Therefore, make sure there is NO COLUMN listed names “Item Type”.

BIDDING SCHEDULE

Each bidder shall bid each item, including all alternate bid(s). Failure to bid an item shall be just cause for considering the bid as non-responsive. Line item costs should include all Contractor’s overhead and profit and indirect costs. Bids not presented on City forms shall be cause for considering the bid as non-responsive. If the City awards the contract, the award is made to the lowest responsible bidder.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>ITEM DESCRIPTION</th>
<th>UNITS</th>
<th>ESTIMATED QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
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<tbody>
<tr>
<td>1</td>
<td>MOBILIZATION</td>
<td>LS</td>
<td>1</td>
<td>$30,000.00</td>
<td>$30,000.00</td>
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<td>2</td>
<td>TRAFFIC CONTROL SYSTEM</td>
<td>LS</td>
<td>1</td>
<td>$40,000.00</td>
<td>$40,000.00</td>
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<tr>
<td>3</td>
<td>INSTALL NEW PEDESTRIAN SIGNAL</td>
<td>LS</td>
<td>1</td>
<td>$220,000.00</td>
<td>$220,000.00</td>
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<tr>
<td>4</td>
<td>INSTALL NEW FIBER OPTIC CABLE AND CONDUIT</td>
<td>LS</td>
<td>1</td>
<td>$80,000.00</td>
<td>$80,000.00</td>
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<tr>
<td>5</td>
<td>CLEARING AND GRUBBING</td>
<td>LS</td>
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<td>$5,000.00</td>
<td>$5,000.00</td>
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<tr>
<td>6</td>
<td>EXCAVATION</td>
<td>CY</td>
<td>4,000 100</td>
<td>$80.00</td>
<td>$8,000.00</td>
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<td>7</td>
<td>MINOR CONCRETE</td>
<td>SF</td>
<td>750 400</td>
<td>$35.00</td>
<td>$14,000.00</td>
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<tr>
<td>8</td>
<td>CURB RAMP</td>
<td>EA</td>
<td>4</td>
<td>$4,500.00</td>
<td>$18,000.00</td>
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<tr>
<td>9</td>
<td>HOT MIX ASPHALT (TYPE A)</td>
<td>TON</td>
<td>20 36</td>
<td>$420.00</td>
<td>$15,120.00</td>
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<td>10</td>
<td>SIGNING AND STRIPING IMPROVEMENTS</td>
<td>LS</td>
<td>1</td>
<td>$12,650.00</td>
<td>$12,650.00</td>
</tr>
<tr>
<td>11</td>
<td>TREE REMOVAL AND REPLACEMENT</td>
<td>LS</td>
<td>1</td>
<td>$8,000.00</td>
<td>$8,000.00</td>
</tr>
</tbody>
</table>

RAY'S ELECTRIC 
411 PENDLETON WAY 
SUITE B 
OAKLAND, CA 94621

TOTAL BID $450,770.00

BIDDER'S NAME Greg Gruendl
BIDDER CERTIFICATION

The undersigned agrees that if this bid is accepted, he/she will contract with the City of Stockton in the form of contract attached hereto to perform all of the work in accordance with the contract and the drawings, specifications, and other documents incorporated therein; that he/she will take in full payment therefor, and for all other obligations assumed under the contract, the prices set forth in the following bid schedule except as otherwise provided in the specifications; and that he/she will execute such contract and furnish the required contract bonds in the manner and within the time provided in the bidding requirements and conditions. The undersigned further agrees that he/she has carefully examined the site of the work and the bid documents and any addenda thereto, and is fully informed of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work; that the only parties interested in this bid as principals are those named herein and that this bid is made without collusion with any other party; and that this bid is submitted in all respects in accordance with the bidding requirements and conditions and all other requirements of the bid documents.

A bid guaranty accompanies this bid in the form of (check one of the following):

☐ Cash, or
☒ Cashier's check, or
☐ Certified check payable to City of Stockton, or
☐ Bidder's bond in favor of the City

For any amount not less than ten percent (10%) of the aggregate of the bid.

ALSO ACCOMPANYING THIS BID ARE THE FOLLOWING ATTACHMENTS, PROPERLY EXECUTED AND SIGNED:

1. List of Subcontractors          4. Title VI Self-Certification
2. Non-Collusion Declaration
3. DIR Self-Certification

THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

Gruendl Inc. DBA Ray's Electric  510-577-7700  94-3106593
(Firm Name)   (Phone)  (Tax I.D. No.)

411 Pendleton Way Suite B  Oakland  CA  94621
(Address)   (City)  (State)  (Zip)

682725, Class A & C10  12/31/2021
(Contractor Lic. No. & Classification)  (Expiration Date)
LETTER OF CLARIFICATION NO. 3

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Section 10162, 10232, and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Non-Collusion Declaration required by Title 23 United State code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

THE REPRESENTATIONS MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY

(Signature) BIDDER SIGN HERE President (Title)

NOTE: CONTRACTOR’S LICENSING LAW--In accordance with California Public Contract Code 20103.5 when federal funds are involved in local agency contracts, no bid shall be invalidated by the failure of the bidder to be licensed in California at the time of bid opening. However, at the time of award the selected contractor shall be properly licensed in accordance with the laws of the State.

RAY'S ELECTRIC
411 PENDLETON WAY
SUITE B
OAKLAND, CA 94621

Bid Forms Page 7 of 41 Last Revised 12/31/20
LIST OF SUBCONTRACTORS

GENERAL CONTRACTOR: Gruendl Inc. DBA Ray's Electric

PROJECT: Pedestrian Signal Installation (HAWK) at Airport and Sonora Street

PLEASE LIST BELOW ALL SUBCONTRACTORS CONTRIBUTING TO THIS WORK

Each bidder shall give the name, business address, license number, description of the work, and the dollar amount to be PAID the subcontractor, for each subcontractor that will be used on the project, if the Bidder is awarded the contract. Only subcontractors with work in excess of one-half of one percent (0.5%) or $10,000 (whichever is greater) of the Bidder's total bid need to be listed. All work in excess of one-half of one percent (0.5%) or $10,000 (whichever is greater) of the Bidder's total bid, for which a subcontractor is not listed on this form, shall be performed by the Bidder's own organization. Additional numbered pages listing proposed subcontractors may be attached to this page. Each page shall be headed "Proposed Subcontractors" and shall be signed by the Bidder.

PRINT LEGIBLY OR TYPE

<table>
<thead>
<tr>
<th>BUSINESS NAME/ ADDRESS</th>
<th>LICENSE NUMBER &amp; LICENSE CLASSIFICATION</th>
<th>DEPT. OF INDUSTRIAL RELATIONS REGISTRATION NUMBER</th>
<th>TYPE OF WORK</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sierra Traffic Marking</td>
<td>#755317 C-32</td>
<td>1000002783</td>
<td>Striping and Signage</td>
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<tr>
<td>Golden State Trucking</td>
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<td>Trucking</td>
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<td>Bay Line Cutting and Coring</td>
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<td>1000003185</td>
<td>Saw Cutting</td>
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<td>Western Traffic Supply</td>
<td>#974188 C-31, C-32</td>
<td>1000003313</td>
<td>Traffic Control</td>
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<tr>
<td>California Utility</td>
<td>#1019526 C34, C-61/D09</td>
<td>1000515534</td>
<td>Boring</td>
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<tr>
<td>Lone Star Landscape</td>
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<td>1000002345</td>
<td>Tree Planting</td>
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<tr>
<td>De Kay Demolition</td>
<td>#902267 A, C21, C-61/D49, B</td>
<td>1000004429</td>
<td>Tree Removal</td>
<td>$7,500.00</td>
</tr>
</tbody>
</table>

BIDDER SIGN HERE

(SIGNATURE OF BIDDER)
NONCOLLUSION DECLARATION
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY of STOCKTON DEPARTMENT OF PUBLIC WORKS:

The undersigned declares:

Ray's Electric

I am the President, of ____, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____June 10, 2021____ at __Stockton__ (city), __California__ (state).

(Signature)

RAY'S ELECTRIC
411 PENDLETON WAY
SUITE B
OAKLAND, CA 94621
LETTER OF CLARIFICATION NO. 3

Equal Employment Opportunity Certification
(Form EEO-1A)

The bidder, Ray's Electric, proposed subcontractor, ALL, 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.

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 the 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.

RAY'S ELECTRIC
411 PENDLETON WAY
SUITE B
OAKLAND, CA 94621
Certification of Attempts to Recruit Minority and Women Employees (FORM EEO-1B)

To ensure compliance with City of Stockton’s Equal Employment Opportunity Plan, it is the City’s policy that all contractors bidding on federal-aid projects complete and return the following information:

I, Greg Gruendl, representing Ray’s Electric, am knowledgeable of the City of Stockton’s Equal Employment Opportunity goals and I have thoroughly reviewed and complied with provisions of City of Stockton bid requirements and I certify that:

☑ Yes ☐ No When recruiting for vacancies this firm conducts mailings to specific outreach agencies and interest groups concerned with minority and women employment.

☑ Yes ☐ No This company has an Equal Employment Opportunity policy and all employees and applicants for employment receive equal consideration and treatment.

☑ Yes ☐ No This company understands the legal and moral commitment of complying with federal and state legislation promoting equal employment opportunities and is committed to promoting equal opportunity in its work force.

The City of Stockton reserves the right to require additional information from the bidding contractor at any time.

Signature of Company Official

Greg Gruendl
Print/Type Name of Company Official

Date
06/10/2021

President

Title

RAY’S ELECTRIC
411 PENDLETON WAY
SUITE B
OAKLAND, CA 94621
TITLE VI VIOLATION SELF-CERTIFICATION

We, the undersigned, self-certify that pursuant to Federal Code of Regulations (CFR), 23 CFR 200.9, 633 and 49 CFR 21.7, we do not have any unresolved violations under Title VI of the Civil Rights Act of 1964 and related statutes, including Americans with Disabilities Act (ADA). In addition, we acknowledge that an unresolved Title VI violation will disqualify us for consideration as a bidder for the subject project.

CONTRACTOR: Ray's Electric

BY: Greg Gruendl

President

TITLE

DATE: 06/10/2021

RAY'S ELECTRIC
411 PENDLETON WAY
SUITE B
OAKLAND, CA 94621
DEPARTMENT OF INDUSTRIAL RELATIONS
LABOR COMPLIANCE
SELF-CERTIFICATION

We, the undersigned, self-certify that we will comply with all California Department of Industrial Relations (DIR) laws, rules and regulations that apply to Public Work as defined in Labor Code Section 1720(a)(1), as well as Senate Bill 854 (2014), and all other related statutes.

In addition, we acknowledge that to be eligible to bid on City of Stockton Public Works projects, we and all subcontractors under us are registered, and will remain registered with the DIR until project completion; otherwise, we will be disqualified from consideration as a bidder for the subject project.

CONTRACTOR:  Ray’s Electric

BY:  Greg Gruendl

TITLE:  President

DATE:  06/10/2021

RAY’S ELECTRIC
411 PENDLETON WAY
SUITE B
OAKLAND, CA 94621
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, 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 in the following space.
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.
LETTER OF CLARIFICATION NO. 3

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.

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.

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

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

RAY'S ELECTRIC
411 PENDLETON WAY
SUITE B
OAKLAND, CA 94621
NON-LOBBING 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.


**LETTER OF CLARIFICATION NO. 3**

**DISCLOSURE OF LOBBYING ACTIVITIES**

**COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352**

<table>
<thead>
<tr>
<th>1. Type of Federal Action:</th>
<th>2. Status of Federal Action:</th>
<th>3. Report Type:</th>
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</thead>
<tbody>
<tr>
<td>a. contract</td>
<td>a. initial</td>
<td>a. initial</td>
</tr>
<tr>
<td>b. grant</td>
<td>b. material change</td>
<td></td>
</tr>
<tr>
<td>c. cooperative agreement</td>
<td>c. post-award</td>
<td>For Material Change Only:</td>
</tr>
<tr>
<td>d. loan</td>
<td></td>
<td>year ___ quarter</td>
</tr>
<tr>
<td>e. loan guarantee</td>
<td></td>
<td>date of last report_____</td>
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<tr>
<td>f. loan insurance</td>
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<table>
<thead>
<tr>
<th>4. Name and Address of Reporting Entity</th>
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<tbody>
<tr>
<td>□ Prime</td>
</tr>
<tr>
<td>□ Subawardee</td>
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<tr>
<td>Tier _____, if known</td>
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</table>

**Congressional District, if known**

<table>
<thead>
<tr>
<th>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</th>
</tr>
</thead>
<tbody>
<tr>
<td>NONE</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>6. Federal Department/Agency:</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

<table>
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<tr>
<th>7. Federal Program Name/Description:</th>
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<tbody>
<tr>
<td>CFDA Number, if applicable_________</td>
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<table>
<thead>
<tr>
<th>8. Federal Action Number, if known:</th>
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<table>
<thead>
<tr>
<th>9. Award Amount, if known:</th>
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</table>

<table>
<thead>
<tr>
<th>10. a. Name and Address of Lobby Entity</th>
<th>b. Individuals Performing Services (including Address if different from No. 10a)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(If individual, last name, first name, MI)</td>
<td>(last name, first name, MI)</td>
</tr>
<tr>
<td>NONE</td>
<td>NONE</td>
</tr>
</tbody>
</table>

(attach Continuation Sheet(s) if necessary)

<table>
<thead>
<tr>
<th>11. Amount of Payment (check all that apply)</th>
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</thead>
<tbody>
<tr>
<td>$ _____ □ Actual □ planned</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>12. Form of Payment (check all that apply):</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ a. cash</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>13. Type of Payment (check all that apply)</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ a. retainer</td>
</tr>
<tr>
<td>□ c. commission</td>
</tr>
<tr>
<td>□ e. deferred</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</th>
</tr>
</thead>
</table>

(attach Continuation Sheet(s) if necessary)

<table>
<thead>
<tr>
<th>15. Continuation Sheet(s) attached:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes □ No X</td>
</tr>
</tbody>
</table>

| 16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. |

Signature: [Signature]

Print Name: [Greg Gruendl]

Title: [President]

Telephone No.: [510-577-7700] Date: [06/10/2021]

Authorized for Local Reproduction

Standard Form - LLL

Bid Forms

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Last Revised 12/31/20
LETTER OF CLARIFICATION NO. 3  
UPDATED: 6-3-21

INSTRUCTIONS FOR COMPLETION OF SF-LLL,  
DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of 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 subawardee 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 influence the covered Federal action.

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

11. 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.

RAY'S ELECTRIC  
411 PENDLETON WAY  
SUITE B  
OAKLAND, CA 94621  
Last Revised 12/31/20
DBE Certification Statement  
(FORM DBE-1A)

The Respondent to a City of Stockton Competitive Bid or Request for Proposal hereby certifies:

1. That it shall demonstrate compliance with the requirements established in the City of Stockton’s DBE Program.

2. That it fully understands that the provisions contained in the City’s DBE Program shall be considered a part of its contractual agreement with the City in the event of award of contract.

3. That it is in compliance with all Executive Orders and all Federal, State and local laws regarding fair employment practices and nondiscrimination in employment. Stockton Municipal Code Chapter 3.72 (Non-discrimination and Affirmative Action Programs for Performance of City Contracts) shall apply.

4. That it will continue to make good faith efforts to hire women and minorities of those races and in those trades that are substantially under-represented in the company workforce.

Signature of Company Official

Ray’s Electric

Print/Type Name of Company Official

06/10/2021

Date

President

Title

Company Name Ray’s Electric

Address 411 Pendleton Way, Suite B, Oakland, CA 94621

Telephone (510) 577-7700 County Alameda

Project Name Pedestrian Signal Installation (HAWK) at Airport and Sonora Street

☐ Yes  ☒ No Is your company a certified Disadvantaged Business Enterprise?

If yes:

Certifying Agency

Certification Number

Qualify as DBE?  ☐ Yes  ☒ No

* * * * * * * * * * * * * * * for office use only * * * * * * * * * * * * * * * *

Verified by __________________________ Date __________________________

Last Revised 12/31/20
EXHIBIT 12-B

Bidder's List of Subcontractors (DBE and Non-DBE) Parts I

Obtain most current form from the Caltrans website:

(https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms)
EXHIBIT 15-G

Local Agency Bidder DBE Commitment (Construction Contracts)

Obtain most current form for the New Race Conscious DBE Program from the Caltrans website:

(https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms)

RAY'S ELECTRIC
411 PENDLETON WAY
SUITE B
OAKLAND, CA 94621
EXHIBIT 15-H

DBE Information – Good Faith Efforts

Obtain most current form for the New Race Conscious DBE Program from the Caltrans website:

(https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms)

RAY'S ELECTRIC
411 PENDLETON WAY
SUITE B
OAKLAND, CA 94621
Final Report – Utilization of Disadvantaged Business Enterprises (DBE)  
(Due at END of Project)

Obtain most current form for the New Race Conscious DBE Program from the Caltrans website:

(https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms)

RAY'S ELECTRIC
411 PENDLETON WAY
SUITE B
OAKLAND, CA 94621
EXHIBIT 17-O

Disadvantaged Business Enterprises (DBE) Certification Status Change
(Due at END of Project)

Obtain most current form from the Caltrans website:

(https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms)

RAY'S ELECTRIC
411 PENDLETON WAY
SUITE B
OAKLAND, CA 94621
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 and EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting and active EEO program and who must be assigned adequate authority and responsibility to do so.

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

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

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

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

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

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

4. **Recruitment:** When advertising for employees, the contractor will 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 ensure sure 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 contractors, 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 not certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

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

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

3. Payrolls and basic records

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

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(ii), 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/w347instr.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)(1)(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 workforce 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 journeyman 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 classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractors provided in 29 CFR 5.12.
8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

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

10. Certification of eligibility.
   a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
   b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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 assignee. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all 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 payroll 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 inspector 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 as to why it is not providing the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

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

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

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

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, designated 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.epsl.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 ingood faith the certification required by this clause. The knowledge and information of the prospective participant is not required to extend that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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

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

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

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

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

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

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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 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 is known 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 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.

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 information of participant is not required to exceed that which is $100,000 and that all such recipients shall certify and disclose accordingly.
12. 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**

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<thead>
<tr>
<th>Economic Area</th>
<th>Goal (Percent)</th>
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<td><strong>174 Redding CA:</strong></td>
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<tr>
<td>Non-SMSA (Standard Metropolitan Statistical Area) Counties:</td>
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<tr>
<td>CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama</td>
<td>6.8</td>
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<td><strong>175 Eureka, CA</strong></td>
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<td>Non-SMSA Counties:</td>
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<td>CA Del Norte; CA Humboldt; CA Trinity</td>
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<td>SMSA Counties:</td>
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<td>CA Monterey</td>
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<td>SMSA Counties:</td>
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<tr>
<td>CA Stanislaus</td>
<td></td>
</tr>
<tr>
<td>8120 Stockton, CA</td>
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<tr>
<td>CA San Joaquin</td>
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<tr>
<td>Non-SMSA Counties</td>
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<tr>
<td>CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne</td>
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<tr>
<td><strong>179 Fresno-Bakersfield, CA</strong></td>
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<tr>
<td>SMSA Counties:</td>
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<tr>
<td>CA Kern</td>
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<tr>
<td>2840 Fresno, CA</td>
<td></td>
</tr>
<tr>
<td>Bid Forms</td>
<td></td>
</tr>
<tr>
<td>Last Revised 12/31/20</td>
<td></td>
</tr>
</tbody>
</table>
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.

13. 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.

**14. USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)**

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.

**RAY'S ELECTRIC**

**411 PENDLETON WAY**

**SUITE B**

**OAKLAND, CA 94621**

Bid Forms

Last Revised 12/31/20
15. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is zero.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the City/County of______:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the City/County's of Stockton approval for this submitted information before you start work. The City/County of Stockton, credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The City/County of Stockton and FHWA approves a program if one of the following is met:

1. It is calculated to:
   - Meet the your equal employment opportunity responsibilities
   - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period

2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.
Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of Stockton reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and you do at least one of the following:
   - Contribute to the cost of the training
   - Provide the instruction to the apprentice or trainee
   - Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply with this section.
   Each apprentice or trainee must:
   1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
   2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:
1. Copy of the program you will comply with in providing the training

**MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION**

**RAY'S ELECTRIC**
411 PENDLETON WAY
SUITE B
OAKLAND, CA 94621

Bid Forms

Last Revised 12/31/20
Document A310™ – 2010
Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Gruendi, Inc. dba Ray’s Electric
411 Pendleton Way, Suite B
Oakland, CA 94621

SURETY:
(Name, legal status and principal place of business)
Endurance Assurance Corporation
12890 Lebanon Road
Mt. Juliet, TN 37122

Mailing Address for Notices
12890 Lebanon Road
Mt. Juliet, TN 37122

OWNER:
(Name, legal status and address)
City of Stockton
425 N. El Dorado Street
Stockton, CA 95202

BOND AMOUNT: Ten Percent (10%) of the Total Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
Pedestrian Signal Installation (Hawk) at Airport Way and Sonora Street
Project No. WT16004 (Formerly PW1604); Federal Project No. HSPLY-5008(151)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety’s consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor’s bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of June, 2021

(Witness)

Gruendi, Inc. dba Ray’s Electric
(Principal)  (Seal)

By: /s/ [Signature]
(Title)

Endurance Assurance Corporation
(Surety)  (Seal)

By: /s/ [Signature]
(Title)

Thuyduong Le, Attorney-in-Fact

S-0054/AS 8/10
ACKNOWLEDGMENT

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

State of California
County of Alameda  

On June 1, 2021 before me, Brittany Kavan, Notary Public
(insert name and title of the officer)

personally appeared Thuyduong Le, 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 Brittany Kavan  (Seal)

BRITTANY KAVAN
COMM. #2338092
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
My Commission Expires 12/19/2024

RAY'S ELECTRIC
411 PENDLETON WAY
SUITE B
OAKLAND, CA 94621
POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a “Company” and collectively, “Sompo International,” do hereby constitute and appoint: Susan M. Exline, M. Moody, Betty L. Tolentino, K. Zerounian, Kevin Re, Janet C. Rojo, Virginia L. Black, Francis E. Cook, Julia Ortega, Brittany Kavan, Gillian Bhaskaran, Maureen O’Connell, Thyduong Le as true and lawful Attorney(ies)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of ONE HUNDRED MILLION Dollars ($100,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(ies)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled “Certificate”.

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: Richard Appel, SVP & Senior Counsel

Endurance American Insurance Company
By: Richard Appel, SVP & Senior Counsel

Lexon Insurance Company
By: Richard Appel, SVP & Senior Counsel

Bond Safeguard Insurance Company
By: Richard Appel, SVP & Senior Counsel

ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he is an Officer of each of the Companies, and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor, Notary Public – My Commission Expires 5/9/23

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:
1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:
   ‘RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT;
   and be it further
   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company.’
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 1st day of June 2021.

By: Daniel S. Inkle, Secretary

NOTICE: U.S. TREASURY DEPARTMENT’S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of “national emergency”. OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as “Specially Designated Nationals and Blocked Persons”. This list can be located on the United States Treasury’s website – https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law, or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-563-8560 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870
LETTER OF CLARIFICATION NO. 1

PEDESTRIAN SIGNAL INSTALLATION (HAWK)
AT AIRPORT WAY AND SONORA STREET
PROJECT NO. WT16004 (FORMERLY PW1604)/
FEDERAL PROJECT NO. HSIPL-5008(151)

TO ALL PROSPECTIVE BIDDERS                  DATE: May 24, 2021

Letter of Clarification No. 1 for the above project consists of the following:

1. This acknowledgement form (see important notice at the end of this document).

FEDERAL PREVAILING WAGE RATES

2. There has been an update to the applicable Federal Wage Rates. Updates can be found at the following website:

   works&idnum=WT16004_HSIPL-5008_151

JODI ALMASSY, DIRECTOR
PUBLIC WORKS DEPARTMENT

ERIC ALVAREZ
DEPUTY PW DIRECTOR/CITY ENGINEER

RAY'S ELECTRIC
411 PENDLETON WAY
SUITE B
OAKLAND, CA 94621

JLA:EA:DV:DY:cal

NOTICE:  THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR BID. FAILURE
         TO INCLUDE OR ACKNOWLEDGE A CLARIFICATION MAY RESULT IN THE
         BID BEING REJECTED AS NOT RESPONSIVE.

CONTRACTOR:  Ray's Electric
SIGNATURE OF
BIDDER:

DATE:  May 24, 2021
LETTER OF CLARIFICATION NO. 2

PEDESTRIAN SIGNAL INSTALLATION (HAWK)
AT AIRPORT WAY AND SONORA STREET
PROJECT NO. WT16004 (FORMERLY PW1604)/
FEDERAL PROJECT NO. HSipl-5008(151)

TO ALL PROSPECTIVE BIDDERS

DATE: June 2, 2021

Letter of Clarification No. 2 for the above project consists of the following:

1. This acknowledgement form (see important notice at the end of this document).

2. The "Bid Opening Date" has been updated to the following:

   Thursday, June 10, 2021, 2:00 p.m.
   City Hall, Clerk's Office
   425 N. El Dorado Avenue
   Stockton, CA 95202
   Bid openings will be broadcast at:
   http://www.stocktonca.gov/government/oMeetings/councilMeetings.html

JODI ALMASSY, DIRECTOR
PUBLIC WORKS DEPARTMENT

ERIC ALVAREZ
DEPUTY PW DIRECTOR/CITY ENGINEER

JLA:EA:DV:DY:cal

NOTICE: THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO INCLUDE OR ACKNOWLEDGE A CLARIFICATION MAY RESULT IN THE BID BEING REJECTED AS NOT RESPONSIVE.

CONTRACTOR: Ray's Electric
SIGNATURE OF BIDDER:

DATE: June 2, 2021
LETTER OF CLARIFICATION NO. 3

PEDESTRIAN SIGNAL INSTALLATION (HAWK)
AT AIRPORT WAY AND SONORA STREET
PROJECT NO. WT16004 (FORMERLY PW1604)/
FEDEtal PROJECT NO. HSIPL-5008(151)

TO ALL PROSPECTIVE BIDDERS

DATE: June 3, 2020

Letter of Clarification No. 3 for the above-mentioned project consists of the following:

1. This acknowledgement form (see important notice at the end of this document).

BID FORMS:

2. Bidding Schedule Item #6, Excavation: The Estimated Quantity should be changed from 1,000 to 100 CY.

3. Bidding Schedule Item #7, Minor Concrete: The Estimated Quantity should be changed from 750 to 400 SF.

4. Bidding Schedule Item #9, Hot Mix Asphalt (Type A): The Estimated Quantity should be changed from 20 to 36 TON.

PLANS:

5. Sheet No. DM-01:

REPLACE with the attached revised sheet 6 DM-01.

SPECIAL PROVISIONS:

6. Page SP26, Section 9-1.02 "Description of Work", Item 3 to read:

Includes furnishing all labor, materials, tools, equipment and incidentals for all the work involved in, but not limited to, trenching and installing conduit, jacking and boring and installing conduit, installing conductors, controller cabinet, service equipment
enclosure, pull boxes, detection loops, **picking up traffic signal poles from City’s Corp Yard**, installing traffic signal poles, vehicular and pedestrian heads and framework, pedestrian push buttons, signs mounted on traffic signal poles, safety lighting, concrete controller pad, controller concrete foundations, emergency vehicle preemption system, closed circuit television camera, Ethernet switch, and ancillary video and data digital networking equipment, modifying irrigation and landscaping to accommodate installation of traffic signal equipment, and on the plans will be considered as included in the contract lump sum price paid for “Install New Pedestrian Signal” and no separate payment will be made therefor.

7. Page SP28, Section 9-1.03, “Quantities”:

**REVISE** Bid Item Quantities

Bid Item #6, Excavation: The Estimated Quantity should be changed from 1,000 to 100 CY.

Bid Item #7, Minor Concrete: The Estimated Quantity should be changed from 750 to 400 SF.

Bid Item #9, Hot Mix Asphalt (Type A): The Estimated Quantity should be changed from 20 to 36 TON.

“Bids not presented on the revised bid forms shall be cause for considering the bid as non-responsive.”

JODI ALMASSY, DIRECTOR
PUBLIC WORKS DEPARTMENT

ERIC ALVAREZ
DEPUTY PW DIRECTOR/CITY ENGINEER

JLA:EA:DV:DY:cal

**NOTICE:** THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SO INCLUDE OR ACKNOWLEDGE A CLARIFICATION MAY RESULT IN THE BID BEING REJECTED AS NOT RESPONSIVE.

CONTRACTOR: Ray's Electric

BIDDER SIGNATURE:

DATE: June 3, 2021
TRANSMITTAL LETTER

Date: 6/15/2021

Submitted To: City of Stockton
Address: 22 E Weber Avenue Room 301
Stockton, CA 95202
Attention: Dennis Yep

<table>
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<th>City of Stockton - Pedestrian Signal Installation HAWK at Airport Way and Sonora Street</th>
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<tr>
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<td>HSPL-5006(151)</td>
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<tr>
<td>Ray's Job No.:</td>
<td>City of Stockton - Pedestrian Signal Installation</td>
</tr>
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<th>Description</th>
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<tbody>
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<td>DBE &amp; Non DBE Subcontractor List, DBE Commitment, Good Faith Efforts, RFQ &amp; Quotes</td>
</tr>
</tbody>
</table>

Pages 38

THESE ARE TRANSMITTED AS CHECKED BELOW:

☐ For approval
☒ For your use
☐ As requested
☐ For review and comments
☐ Approved as submitted
☐ Approved as noted
☐ Returned for corrections
☐ Resubmit
☒ Submit
☐ Return
☐ Copies for approval
☐ Copies for distribution
☐ Corrected prints
☐ Approved as noted
☐ Other: ______________________________________

Signed: ____________________________
Manny Hernandez
Project Estimator
### Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register here. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

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

<table>
<thead>
<tr>
<th>Subcontractor Name and Location</th>
<th>Line Item &amp; Description</th>
<th>Subcontract Amount</th>
<th>Percentage of Bid Item Subcontracted</th>
<th>Contractor License Number</th>
<th>DBE (YN)</th>
<th>DBE Cert Number</th>
<th>Annual Gross Receipts</th>
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</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Golden State Trucking</td>
<td>Trucking Bid Item #5,6,7,8 &amp; 9</td>
<td>$6,740.00</td>
<td>1.49%</td>
<td>N/A</td>
<td>Y</td>
<td>49707</td>
<td>&lt; $1 million</td>
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<tr>
<td><strong>City, State:</strong> Union City, CA</td>
<td></td>
<td></td>
<td></td>
<td>1000755927</td>
<td></td>
<td></td>
<td>&lt; $5 million</td>
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<tr>
<td><strong>Name:</strong> Bay Line Cutting &amp; Coring</td>
<td>Saw Cutting Bid Item #3,4,6,7 &amp; 8</td>
<td>$5,430.00</td>
<td>1.20%</td>
<td>809560</td>
<td>Y</td>
<td>21117</td>
<td>&lt; $1 million</td>
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<tr>
<td><strong>City, State:</strong> San Francisco, CA</td>
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<td>1000003185</td>
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<td>&lt; $5 million</td>
</tr>
<tr>
<td><strong>Name:</strong> Lone Star Landscape</td>
<td>Landscape Bid Item #111</td>
<td>$1,200.00</td>
<td>0.26%</td>
<td>463280</td>
<td>Y</td>
<td>25581</td>
<td>&lt; $1 million</td>
</tr>
<tr>
<td><strong>City, State:</strong> San Martin, CA</td>
<td></td>
<td></td>
<td></td>
<td>1000002345</td>
<td></td>
<td></td>
<td>&lt; $5 million</td>
</tr>
<tr>
<td><strong>Name:</strong> Western Traffic Supply</td>
<td>Traffic Control Bid Item #2</td>
<td>$17,950.00</td>
<td>3.98%</td>
<td>974188</td>
<td>Y</td>
<td>40681</td>
<td>&lt; $1 million</td>
</tr>
<tr>
<td><strong>City, State:</strong> Pleasanton, CA</td>
<td></td>
<td></td>
<td></td>
<td>1000003313</td>
<td></td>
<td></td>
<td>&lt; $5 million</td>
</tr>
<tr>
<td><strong>Name:</strong> Stern Traffic Markings</td>
<td>Signing and Striping Bid Item #10</td>
<td>$11,000.00</td>
<td>9.53%</td>
<td>755317</td>
<td>N</td>
<td></td>
<td>&lt; $1 million</td>
</tr>
<tr>
<td><strong>City, State:</strong> Roseville, CA</td>
<td></td>
<td></td>
<td></td>
<td>1000002783</td>
<td></td>
<td></td>
<td>&lt; $5 million</td>
</tr>
<tr>
<td><strong>Name:</strong> California Utility</td>
<td>Boring Bid Item #3 &amp; 4</td>
<td>$13,500.00</td>
<td>2.99%</td>
<td>1019526</td>
<td>N</td>
<td></td>
<td>&lt; $1 million</td>
</tr>
<tr>
<td><strong>City, State:</strong> San Jose, CA</td>
<td></td>
<td></td>
<td></td>
<td>1000515534</td>
<td></td>
<td></td>
<td>&lt; $5 million</td>
</tr>
</tbody>
</table>

Distribution: 1) Original: Local Agency File; 2) Copy: DLAE w/ Award Package
As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register here. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

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

<table>
<thead>
<tr>
<th>Subcontractor Name and Location</th>
<th>Line Item &amp; Description</th>
<th>Subcontract Amount</th>
<th>Percentage of Bid Item Subcontracted</th>
<th>Contractor License Number</th>
<th>DBE (Y/N)</th>
<th>DBE Cert Number</th>
<th>Annual Gross Receipts</th>
<th>Age of Firm: yrs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: De Kay Demolition</td>
<td>Tree Removal Bid Item #11</td>
<td>$7,500.00</td>
<td>1.66%</td>
<td>902267</td>
<td>N</td>
<td></td>
<td></td>
<td>13</td>
</tr>
<tr>
<td>City, State: Oakland, CA 94621</td>
<td></td>
<td></td>
<td></td>
<td>1000004429</td>
<td></td>
<td></td>
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<td>City, State:</td>
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<tr>
<td>City, State:</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

Distribution: 1) Original: Local Agency File; 2) Copy: DLAE w/ Award Package
In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractor who provided a quote or bid but were not selected to participate as a subcontractor on this project. **Photocopy this form for additional firms.**

<table>
<thead>
<tr>
<th>Subcontractor Name and Location</th>
<th>Line Item &amp; Description</th>
<th>Subcontract Amount</th>
<th>Percentage of Bid Item Subcontracted</th>
<th>Contractor License Number</th>
<th>DBE (Y/N)</th>
<th>DBE Cert Number</th>
<th>Annual Gross Receipts</th>
<th>Age of Firm: ___ yrs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1 million</td>
<td>$5 million</td>
</tr>
<tr>
<td>City, State:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$10 million</td>
<td>$15 million</td>
</tr>
<tr>
<td>Name:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1 million</td>
<td>$5 million</td>
</tr>
<tr>
<td>City, State:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$10 million</td>
<td>$15 million</td>
</tr>
<tr>
<td>Name:</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>$1 million</td>
<td>$5 million</td>
</tr>
<tr>
<td>City, State:</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>$10 million</td>
<td>$15 million</td>
</tr>
<tr>
<td>Name:</td>
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<td></td>
<td></td>
<td></td>
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<td>$1 million</td>
<td>$5 million</td>
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<tr>
<td>City, State:</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$10 million</td>
<td>$15 million</td>
</tr>
</tbody>
</table>

Distribution: 1) Original: Local Agency File  
2) Copy: DLAE w/ Award Package
# EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: City of Stockton  
2. Contract DBE Goal: 16%  
3. Project Description: Traffic Control, Striping and Signing, Clearing and Grubbing, Concrete, Install new pedestrian signal, install new fiber optic  
4. Project Location: Airport Way and Sonora Street  
5. Bidder's Name: Ray's Electric  
6. Prime Certified DBE: No  
7. Bid Amount: $450,770.00  
8. Total Dollar Amount for All Subcontractors: $63,320.00  
9. Total Number of All Subcontractors: 7  

<table>
<thead>
<tr>
<th>10. Bid Item Number</th>
<th>11. Description of Work, Service, or Materials Supplied</th>
<th>12. DBE Certification Number</th>
<th>13. DBE Contact Information (Must be certified on the date bids are opened)</th>
<th>14. DBE Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>#5,6,7,8&amp;9</td>
<td>Trucking</td>
<td>49707</td>
<td>Golden State Trucking, 34664 Mission Blvd, Joliet City, CA 60435 510-736-8141</td>
<td>$6,740.00</td>
</tr>
<tr>
<td>#3,4,6,7&amp;8</td>
<td>Saw Cutting</td>
<td>21117</td>
<td>Day Line Cutting &amp; Coring, 501 Coast Center, San Francisco, CA 94124 415-506-3800</td>
<td>$5,430.00</td>
</tr>
<tr>
<td>#11</td>
<td>Landscape</td>
<td>25591</td>
<td>Lone Star Landscape, 1910 E. San Martin Ave, San Martin, CA 95046 408-652-0100</td>
<td>$1,200.00</td>
</tr>
<tr>
<td>#2</td>
<td>Traffic Control</td>
<td>40681</td>
<td>Western Traffic Supply, 3042 Valley Ave Lemoore, CA 93635 552-29-1854</td>
<td>$17,950.00</td>
</tr>
<tr>
<td>#3 &amp; 4</td>
<td>Electrical Material &amp; Fiber Optic Material</td>
<td>39438</td>
<td>Legistical Enterprises, 811 A Park Ave, Avenel, NJ 07001 973-538-0200</td>
<td>$71,687.02x60 %=$43,012.21</td>
</tr>
</tbody>
</table>

Local Agency to Complete this Section upon Execution of Award

21. Local Agency Contract Number:  
22. Federal-Aid Project Number:  
23. Bid Opening Date:  
24. Contract Award Date:  
25. Award Amount:  

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

26. Local Agency Representative's Signature:  
27. Date:  
28. Local Agency Representative's Name:  
29. Phone:  
30. Local Agency Representative's Title:  

15. TOTAL CLAIMED DBE PARTICIPATION: $74,332.21 16.49 %

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.

16. Preparer's Signature:  
17. Date:  
Manny Hernandez  
18. Preparer's Name:  
19. Phone:  
Chief Estimator  
20. Preparer's Title:  

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

CONTRACTOR SECTION

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

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

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

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

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

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

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

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

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

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

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

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

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

14. DBE Dollar Amount - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.

15. Total Claimed DBE Participation - $: Enter the total dollar amounts entered in the “DBE Dollar Amount” column. %: Enter the total DBE participation claimed (“Total Claimed DBE Participation Dollars” divided by item “Bid Amount”). If the total % claimed is less than item “Contract DBE Goal,” an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).

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

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

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

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

LOCAL AGENCY SECTION

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

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

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

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

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

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

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

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

29. Phone - Enter the area code and phone number of the person signing the contractor’s DBE commitment form.
30. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor’s DBE commitment form.
EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date ______________ PE/CE
Federal-aid Project No(s): HSIPL-5008(166) Bid Opening Date 06/10/2021 CON

The City of Stockton established a Disadvantaged Business Enterprise (DBE) goal of 16% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer’s or bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions, please attach additional sheets as needed:

<table>
<thead>
<tr>
<th>Publications</th>
<th>Dates of Advertisement</th>
</tr>
</thead>
<tbody>
<tr>
<td>NONE</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Names of DBEs Solicited</th>
<th>Date of Initial Solicitation</th>
<th>Follow Up Methods and Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>CMC Traffic Control</td>
<td>05/28/2021</td>
<td>Phone Call 06/09/2021</td>
</tr>
<tr>
<td>Logistical Enterprises</td>
<td>05/28/2021</td>
<td>Phone Call 06/09/2021</td>
</tr>
<tr>
<td>S&amp;S Trucking</td>
<td>06/09/2021</td>
<td>Phone Call 06/09/2021</td>
</tr>
<tr>
<td>Super Seal and Stripe</td>
<td>05/28/2021</td>
<td>Phone Call 06/09/2021</td>
</tr>
<tr>
<td>Western Traffic Supply</td>
<td>05/28/2021</td>
<td>Phone Call 06/09/2021</td>
</tr>
<tr>
<td>Lone Star Landscape</td>
<td>06/01/2021</td>
<td>Phone Call 06/1/2021</td>
</tr>
</tbody>
</table>
C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

<table>
<thead>
<tr>
<th>Items of Work</th>
<th>Proposer or Bidder Normally Performs Item (Y/N)</th>
<th>Breakdown of Items</th>
<th>Amount ($)</th>
<th>Percentage Of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Striping</td>
<td>No</td>
<td>#10</td>
<td>$11,000.00</td>
<td>9.53%</td>
</tr>
<tr>
<td>Electrical Material &amp; Fiber Optic</td>
<td>No</td>
<td>#3,4</td>
<td>$71,667.02*60%=43,012.21</td>
<td>9.53%</td>
</tr>
<tr>
<td>Traffic Control</td>
<td>Yes</td>
<td>#2</td>
<td>$17,950.00</td>
<td>3.98%</td>
</tr>
<tr>
<td>Trucking</td>
<td>Yes</td>
<td>#5,6,7,8 &amp; 9</td>
<td>$6,740.00</td>
<td>1.49%</td>
</tr>
</tbody>
</table>

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

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

Super Seal & Stripe, 310 A Street Fillmore, CA 93016, 805-524-7345 - more expensive

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

Sierra Traffic Marking, 9725 Del Road Roseville, CA 95747, 916-774-9080

E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

Ray's Electric encourages all subcontractor and suppliers to contact us with questions or to ask for any assistance Ray's may be able to render.
F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

Ray's Electric always takes extra steps to assist all subcontractors.

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

<table>
<thead>
<tr>
<th>Name of Agency/Organization</th>
<th>Method/Date of Contact</th>
<th>Results</th>
</tr>
</thead>
<tbody>
<tr>
<td>NONE</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

H. Any additional data to support a demonstration of good faith efforts:

Emails & RFQs sent to DBE subcontractors and suppliers.
May 28, 2021

Logistical Enterprises/Dennise Rivera
811 Purvis Ave
Clovis, CA 93612
559-797-4034
dennise@logisticalenterprises.com

REQUEST FOR QUOTATION

PROJECT: City of Stockton – Pedestrian Signal Installation (HAWK) at Airport Way and Sonora Street
Bid Date & Time: June 3, 2021 @2pm

Ray’s Electric is requesting written quotations from qualified sub-contractors and vendors for the above-named project. GENERAL WORK DESCRIPTION: The project consists of installation of a Pedestrian Hybrid Beacon, new signs, and markings for a new crosswalk as well as other work shown on the Plans and as called for in the Specifications and as directed by the Engineer.


The Plans and Specifications can be downloaded at http://www.stocktonca.gov/services/business/bidFlash/projDetail.html?dept=public_works.idnum=WT16004_HS1PL-5008_151. If you have any question with regards to the scope of work, bonding, insurance requirements, please contact our office.

NOTE: Please send your quote with your DIR registration and Contractor License Number. Please have your quote in prior to 10:00 AM on June 3, 2021, to allow for review.

RAY’S ELECTRIC is an equal opportunity employer and a Union Signatory Contractor.

Should you have questions, please contact our estimating department. Thank you

Mark Beltran / Project Estimator
Tel. No. 510-577-7700 ext. 121/510-577-7706
mark@rayselectric.net
# LOGISTICAL ENTERPRISES

**PRICE QUOTATION**

**PROJECT**

**BID DATE** 6/1/2021

<table>
<thead>
<tr>
<th>LINE ITEM</th>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>PRICE</th>
<th>UOM</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>19011</td>
<td>2&quot; SCH 40 X 20' CONDUIT</td>
<td>90</td>
<td>3.14 LF</td>
<td></td>
<td></td>
<td>251.20</td>
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<tr>
<td>19208</td>
<td>2&quot; SCH 40 MOLDED COUPLING</td>
<td>12</td>
<td>0.46 EA</td>
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<td></td>
<td>5.52</td>
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<td>19205</td>
<td>2&quot; SCH 40 90 X STD</td>
<td>6</td>
<td>3.04 EA</td>
<td></td>
<td></td>
<td>18.24</td>
</tr>
<tr>
<td>19015</td>
<td>3&quot; SCH 40 X 20' CONDUIT</td>
<td>1200</td>
<td>5.00 LF</td>
<td></td>
<td></td>
<td>6,000.00</td>
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<tr>
<td>19308</td>
<td>3&quot; SCH 40 MOLDED COUPLING</td>
<td>50</td>
<td>1.34 EA</td>
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<tr>
<td>19304</td>
<td>3&quot; SCH 40 90 X STD</td>
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<td>300830</td>
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<td>49.44 EA</td>
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<td>ITEM</td>
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<td>103.00 EA</td>
<td></td>
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<td>412.00</td>
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<tr>
<td>300722</td>
<td>PG1730BS666 T22 BOX OB 17X30X12-W/1/2 EZ-NUTS</td>
<td>1</td>
<td>66.95 EA</td>
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<td>PG1730HS144T CVR T22 BD 17X30X2 MAR. TFB</td>
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<td>PG1730BS666 T22 BOX OB 17X30X12-W/1/2 EZ-NUTS</td>
<td>7</td>
<td>66.95 EA</td>
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Conduit pricing valid for 10 days and wire pricing is valid for 1 day. Other items are valid for 20 days from the date of the quote.

Thank you,

Dennise Rivera

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Quote valid for 15 days unless otherwise noted. All cable, Transformers, wire, steel GRC prices valid for 10 days only. All materials subject to prior sale. PVC, wire, cable, GRC, steel prices subject to change without notice.
LOGISTICAL ENTERPRISES
811 Purvis Avenue
Clovis, CA 93612
(559) 392-1124
DBE Certification #39438
Small business certification #1274361

6/10/2021

Quote #ML210610
“quote valid for 30 Days

City of Stockton
Hawk Pedestrian Signal

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<td><strong>LOCATION: AIRPORT &amp; SONORA</strong></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Traffic Signal display to include: vehicle &amp; ped signal,</td>
<td></td>
<td>$ 7,674.00</td>
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<tr>
<td></td>
<td>framework, ped push button&amp; thru bolts. All red, yellow and</td>
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<tr>
<td></td>
<td>green signal sections shall be LED. PED signal</td>
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<td></td>
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<tr>
<td></td>
<td>shall be LED/LED. Audible Tactile PPB.</td>
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<td></td>
<td>Type &quot;M&quot; cabinet w/eagle controller and Ethernet Switch</td>
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<td>$ 43,518.00</td>
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<td></td>
<td>CCTV Camera</td>
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<td>$ 5,099.00</td>
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<td>Pole package to include:</td>
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<td>$ 1,669.00</td>
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<tr>
<td></td>
<td>(2) Galv Type 1-B 7&quot;</td>
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<td></td>
<td>(2) 107W LED Luminaire</td>
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<td>Sign Package to Include:</td>
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<td>(2) R10-23</td>
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<td><strong>SUBTOTAL:</strong></td>
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<td>$ 58,290.00</td>
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QUOTE INCLUDES CALTRANS INSPECTIONS.
DOES NOT INCLUDE CALTRANS TRAVEL FEES.

POLES PER LATEST 2018 CALTRANS STANDARDS & SPECS

Sales tax to be added as determined by the final BOM and delivery address.
If I can be of further assistance, please contact me at 559-392-1126
Please include the quote number when placing the order.

Thank you, Denise Rice

APPROVED
Signed by: Manny Hernandez
Search Returned 1 Records

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<td>City</td>
<td>CLOVIS</td>
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</tr>
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C8701 BUSINESS ADMINISTRATION; F5060 ELECTRICAL GOODS; F5190 MISC NONDURABLE GOODS; F5090 MISC DURABLE GOODS; I8720 ACCOUNTING, AUDITING, & BOOKKEEPING; C0686 ELECTRICAL & SIGNALS SUPPLIER;

**Work Codes**

**Licenses**

**Trucks**

**Gender**  F

**Ethnicity**  HISPANIC

**Firm Type**  DBE
May 28, 2021

Western Traffic Supply, Inc.
3942 Valley Avenue, Unit M
Pleasanton, CA 94566
925-249-1854/925-249-1863
eibanez@westerntraffic.com

PROJECT: City of Stockton – Pedestrian Signal Installation (HAWK) at Airport Way and Sonora Street
Bid Date & Time: June 3, 2021 @2pm

Ray’s Electric is requesting written quotations from qualified sub-contractors and vendors for the above-named project. GENERAL WORK DESCRIPTION: The project consists of installation of a Pedestrian Hybrid Beacon, new signs, and markings for a new crosswalk as well as other work shown on the Plans and as called for in the Specifications and as directed by the Engineer.


The Plans and Specifications can be downloaded at http://www.stocktonca.gov/services/business/bidFlash/projDetail.html?dept=public_works,idnum=WT16004_HSIPL-5006_151. If you have any question with regards to the scope of work, bonding, insurance requirements, please contact our office.

NOTE: Please send your quote with your DIR registration and Contractor License Number. Please have your quote in prior to 10:00 AM on June 3, 2021, to allow for review.

RAY’S ELECTRIC is an equal opportunity employer and a Union Signatory Contractor.

Should you have questions, please contact our estimating department. Thank you

Mark Beltran / Project Estimator
Tel. No. 510-577-7700 ext. 121/510-577-7706
mark@rayselectric.net
DBE Quote

Certified DBE/SBE
CUCP Firm ID No. (DBE): 40681
CA DGS ID No. (SBE): 35779
Contractor’s License No.: 974188; C-31, C-32
DIR Registration No.: 100003313
FEIN: 45-5320385

To: Estimating
From: Ed Ibanez; eibanez@westerntraffic.com

Re: Pedestrian Signal Installation at Airport Way & Sonora Street; City of Stockton
Pages: 3

Bid Date: 6/10/21
Bid Submitted: 6/10/21

Bid Items: 2
EE: $450,000

A Certified Small Business (SBE #35779)

& Disadvantaged Business Enterprise (DBE #40681)

Traffic Control Service, Sales & Rental

Traffic Control Service
- Road Lane Closures
- Highway Closures
- Flaggers

Sales
- PCMS
- Arrow Boards
- Signs
- Barricades
- Traffic Cones
- Safety Apparel

Rental
- PCMS
- Arrow Boards
- Traffic Control Trucks
- Attenuator Trucks
- Light Towers
- Barricades/Signs/Cones
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<td>1795</td>
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<td>• Includes a 2-Person crew; 8 HR shift; ½-day minimum charge;</td>
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<td>Full shift charge after 4 hours (includes up to 200 cones, 2</td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>flashing arrow signs, applicable equipment to close up to 2 lanes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>in one direction, ten (10) signs and stands</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>• Overtime (beyond 8 hours) to be billed at $260 per crew hour</td>
<td></td>
<td></td>
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<td></td>
<td>• Add $190 per shift for Portable Changeable Message Sign (if</td>
<td></td>
<td></td>
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<tr>
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<td>needed and no part of a monthly rental agreement)</td>
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<td></td>
<td>• Additional Lane/Direction or Ramp Closure $150 each</td>
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<td></td>
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<tr>
<td></td>
<td>• Non-Operated Attenuator Truck $525 per shift</td>
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<td></td>
<td>(includes mileage); 8 HR shift; ½-day minimum charge;</td>
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<td></td>
<td>Full shift charge after 4 hours (includes up to 300 cones, up to 12 signs</td>
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<tr>
<td></td>
<td>and stands, 2 flashing arrow signs, applicable equipment to close up</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>up to 2 lanes in one direction, (2) beacons</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>• Overtime (beyond 8 hours) to be billed at $390 per crew hour</td>
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<td></td>
<td>• Add $190 per shift for Portable Changeable Message Sign (if</td>
<td></td>
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<td></td>
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<tr>
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<td>• Additional Lane/Direction or Ramp Closure $150 each</td>
<td></td>
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</table>

**TERMS & CONDITIONS BELOW TO BE INCLUDED AS PART OF THIS QUOTE**

1. Mobilization, demobilization, and travel time charges may apply based on scope of work, location, schedule, etc.
2. This Quote shall remain valid for a period of 45 days from actual bid opening day, unless otherwise agreed upon in writing.
3. All prices quoted are based on a standard work week of Monday through Friday.
4. Please allow 30-60 minutes on each side of shift for placing and removing equipment.
5. If less than three (3) consecutive shifts are performed a mobilization/demobilization fee of $400 will apply.
6. Cancellations made less than twelve hours' notice of requested show up time will be charged at 50% of quoted rates. All cancellations must be received in written form via fax or email.
7. No RETENTION shall be held for any work performed by WTS.
8. No performance or payment Bond will be provided by WTS.
9. Contractor shall provide sufficient notice on all work (seven (7) days).
10. Any job-related required drug testing shall be marked up and billed to customer.
11. Payment on work performed shall be made within 30 days, or WTS may cease all operations until paid in full.
<p>| | |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>12.</td>
<td>WTS shall be paid 1.5% interest per month for past-due invoices.</td>
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<tr>
<td>13.</td>
<td>Prices are based on time of bid Union Labor rates. Any Union Labor escalation to occur within the duration of the project will be applied accordingly.</td>
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<tr>
<td>14.</td>
<td>Work performed on Labor Union Holidays shall be billed at double the straight time rate and Saturdays shall be billed at time and one half.</td>
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<tr>
<td>15.</td>
<td>Flagging Operations - Contractor agrees to provide personnel up to 5 to 10 minutes per employee for relief break periods, as needed due to weather and heat conditions, to meet Cal Osha heat illness prevention requirements.</td>
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<td>16.</td>
<td>WTS is signatory to the Laborers of Northern California</td>
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<tr>
<td>17.</td>
<td>WTS Insurance types and limits meets Caltrans requirements, maintaining Commercial General Liability Insurance with limits of $1M each occurrence, $2M aggregate. Any excess insurance requirements that go above the beyond our types and limits will be reimbursed in full to WTS by the Contractor.</td>
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**APPROVED**
Signed by: Manny Hernandez

6/10/21
Search Returned 1 Records

Query Criteria
Certification Types: DBE
Firm ID: 40681

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<td>3942 VALLEY AVENUE, UNIT M</td>
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<tr>
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<td><a href="mailto:eibanez@westerntraffic.com">eibanez@westerntraffic.com</a></td>
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<td>EDWARD IBANEZ</td>
</tr>
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<td>DBE</td>
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Hi Robert,

It was nice talking to you, per our phone conversation please see attached project plans and specs to be used for Bid Item #11 Tree Removal and Replacement (1 LS)

Thanks and have a great day,

Mark

Mark Beltran
Estimator
Ray’s Electric
411 Pendleton Way, Suite B
Oakland, CA 94621
Mark@rayselectric.net
510-577-7700 x 121

4 attachments

Tree Removal and Replacement.pdf
110K

Airport Way Pedestrian Signal Signed Final Technical Spec.pdf
647K

HAWK_Airport_Sonora Signed Plan.pdf
12275K

BID SCHEDULE.pdf
713K
City of Stockton - Pedestrian Signal Installation (HAWK) at Airport and Sonora Street

bob@lonestarland.net <bob@lonestarland.net>  Wed, Jun 2, 2021 at 10:57 AM
To: Mark Beltran <mark@rayselectric.net>

Mark,

Figure $600 per 15 gallon tree. Tree removals by others. If new tree is being planted in the same location where an existing tree was removed, the stump & roots must be removed 24" deep.

Maintenance and/or additional watering is NOT included.

Good Luck,

Bob

[Quoted text hidden]
Search Returned 1 Records

Tue Jun 15 11:32:18 PDT 2021

Query Criteria
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Firm ID: 25591

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<tr>
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</tr>
<tr>
<td>State</td>
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<tr>
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<td>Mailing Address</td>
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</tr>
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<td>SAN MARTIN</td>
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<tr>
<td>EMail</td>
<td><a href="mailto:bob@lonestarland.net">bob@lonestarland.net</a></td>
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<tr>
<td>Contact Name</td>
<td>ROBERT SAMANIEGO</td>
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<tr>
<td>Area Code</td>
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<tr>
<td>Phone Number</td>
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<td>DBE NAICS</td>
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<td><strong>Work Codes</strong></td>
<td>A0780 LANDSCAPE &amp; HORTICULTURAL SERVICES;</td>
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<tr>
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<td>------------------------------------------</td>
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<tr>
<td><strong>Trucks</strong></td>
<td>M</td>
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<tr>
<td><strong>Gender</strong></td>
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<td><strong>Ethnicity</strong></td>
<td>HISPANIC</td>
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<td><strong>Firm Type</strong></td>
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Date: 06/03/2021  
Company: Ray's Electric  
ATTN: manny@rayselectric.com  
Project: Pedestrian Signal Installation Hawk  
City of Stockton, CA

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Unit</th>
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<tbody>
<tr>
<td>Per Hour</td>
<td>Proposal to provide you the service for Flat Sawing Asphalt and Concrete, as Requested on this Project. Working hours from 7:00 am to 3:30 pm on this project. Overtime/Night Work 0-hour minimums/unit charge @1.5 the regular hourly rate plus travel. Overtime/Night work hours begin after 3:30 pm to 7:00 am.</td>
<td></td>
</tr>
</tbody>
</table>
| DBE      | Note: #1 General Contractor to provide the following.  
* Sufficient safety apparatus for protection for our work personal.  
* Bay Line will be indemnified from any damage to any utilities on public/private properties.  
* Access to work area free of safety hazards.  
* Access for bay line truck within 100' of work area.  
* Lay out prior to bay line arrival.  
* Light Tower if the work is being done at Night.  
* A place to dump concrete slurry from the cutting for each working Shift Day or Night near job location.  
* Water meter.  
* Labor to vacuum slurry.  
* Any call outs will have an 8-Hour Minimum.  |      |

| CERTIFIED | Bay Line is a Union Shop and United Contractors member and is certified with:  
Department of Industrial Relations  
Department of General Services  
Local Business Enterprise City of San Francisco  
International Safety Network  
DBE |   |

| Item: # 1  | Slab saw Asphalt from 1" to 6" thick single line.                                                                                                                                                    | $1,600.00 Per/Day |
| Item: # 2  | Slab saw Asphalt from 1" to 15" thick single line.                                                                                                                                                    | $1,840.00 Per/Day |
| Item: # 3  | Slab saw Concrete from 1" to 12" thick single line.                                                                                                                                                  | $2,000.00 Per/Day |
| Item: # 4  | Bay Line can provide Vacuum @ No charge if run by your Labor.                                                                                                                                  | $0.00 |
| Item: # 5  | Slurry disposal can be provided for additional $1,000.00 Per/Dump/Unit                                                                                                                            | TBD |
| Item: # 6  | Travel time will be charged from port-to-port @ $70.00 Per/Hour/Unit, leaving from Berkeley                                                                                                         | $210.00 Per/Shift est. | 300.00 |

**Exclusions**  
Protection of surrounding areas including Wall, Floors, Furniture, Fixtures and Equipment, Night, Weekend and Holydays work, Protecting public from harm's way, Bracing, Patching and Painting of Adjacent Surfaces, Removal of any Hazardous Materials Generated Debris, Lay out, Traffic Control, Wash down, Sand bag drains, Slurry Disposal, Concrete Disposal, Steel Locating, Scanning, Scaffolding, Man Lift, Shoring, Chipping, Demolition and Engineering. (Due to Covid-19, rates have increased).  
**Total = $ 5,430.00**

Bay Line is not responsible for any utilities on private or public properties within the depth of cuts or cores. No exceptions. Any scope of work that deviates from listed item will be executed only upon written Change Order. Change Order work will constitute an extra charge over and above this estimate. Should you have any further questions, please call (415) 508-1800 Payment terms: NET 30. This proposal will be withdrawn if not accepted within 30 days.

Respectfully: Luis Carlos Arreguin

**APPROVED**  
Signed by: Manny Hernandez

Acceptance of Proposal (sign): ___________________________  
Date: __________

Thank you for the opportunity of considering our proposal

501 Cesar Chavez Street, Suite 101 B, San Francisco, CA 94124, P - (415) 508-1800, F - (415) 508-1811
Search Returned 1 Records

Query Criteria
Certification Types: DBE
Firm ID: 21117

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<tr>
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<td>Address Line2</td>
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<tr>
<td>City</td>
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<tr>
<td>EMail</td>
<td><a href="mailto:juan@baylinecutting.com">juan@baylinecutting.com</a></td>
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<tr>
<td>Contact Name</td>
<td>JUAN ARREGUIN</td>
</tr>
<tr>
<td>Area Code</td>
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<td>Phone Number</td>
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ACDBE NAICS
C7602 SAW CUTTING; C5150 CORE CONCRETE - REPAIR BRIDGE DECK; C5111 CONCRETE OVERLAY, DRILL & BOND; C1580 MODIFY BRIDGE ITEM; C4040 CLEAN & SEAL PAVEMENT JOINTS - ROUT & SEAL CRACKS; C5100 CONCRETE STRUCTURE; C5105 MINOR CONCRETE STRUCTURE; C5110 CONCRETE SURFACE FINISH; C5190 JOINT SEAL - WATER STOP;

Licenses
A General Engineering Contractor;

Trucks
M

Gender
HISPANIC

Firm Type
DBE
To: Ray's Electric  
Attention: Manny  
From: Ken Opena  
Email: ken@goldenstate.company  
Cell: 650-888-2081. 510-400-6007

DATE: 6/2/2021  
1 pg. total (Hourly Rates included below)  
EXPIRATION DATE: 30 DAYS

PROJECT & LOCATION:  
CITY OF STOCKTON PEDESTRIAN HAWK SIGNAL PROJECT, STOCKTON  
The actual number of loads, tons, and/or hours will determine the final dollar amount.

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<th>DESCRIPTION</th>
<th>TRUCK</th>
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<td>TRANSFERS</td>
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Terms and Conditions:  
Total $6,740.00

1. For Hourly Trucking, Night Work will be the same charge as Saturdays.
2. For Hourly Trucking, Six hour minimum per shift per truck will be applied during day shift except for high side and flatbeds which is going to be eight hour minimum per shift, per truck.
3. For Hourly Trucking, Eight Hour minimum per shift, per truck will be applied during night shift.
4. For Hourly Projects, the billing time will end at the point of origin.
5. Tonnage and load prices are only valid with standby times ($2.10 per minute beyond 10 minutes per truck at both loading and receiving sites).
6. A tonnage and load price applies to a minimum of eight hour work day.
7. Bridge Tolls will be billed separate for all jobs.
8. All prices are subject to a 5% increase each year.
9. This quote does not apply to Federal and Major Holiday.
10. General Prevailing Wage (Determination: C-OT-830-261-7-2009-1) will be billed only hourly and thirty percent extra, over the prices listed above.
11. For Dirt Projects, Analytical and Geotechnical reports must be provided by contractor and approved by landfill prior to soil removal.
12. Customer agrees to pay all overload tickets. Customer also needs to send backhoe to scale and unload truck if overloaded.
13. An extra cleaning time of one hour will be charged per truck and per shift for Rubber, Wet CTB and DGAC, if necessary.
14. Accounts overdue beyond 30 days of billing will be charged at an interest rate of 24% per annum.
15. Customer is liable for an additional 25% of unpaid balance plus accidental collection costs, including attorney fees.
16. This quote is good for 30 days from the above bid date.
17. This quote does not apply to projects requiring Teamsters, Wages, Dues and Trust Fund.
18. Prices may change due to Assembly Bill No. 5.

To accept this quotation, sign: ____________________________
Print Name/Company/Title: ____________________________

[Signature]
Signed by: Manny Hernandez
Please sign and send back to ken@goldenstate.com or Fax to: 510-400-6007.
**Search Returned 1 Records**

**Query Criteria**
- **Certification Types:** DBE
- **Firm ID:** 49707

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<td><a href="mailto:inder@goldenstate.company">inder@goldenstate.company</a></td>
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<tr>
<td>Contact Name</td>
<td>SUBHASH KUMAR</td>
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<td>Area Code</td>
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<tr>
<td>Work Codes</td>
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Licenses: NL CAUTION: FIRM NOT LICENSED IN CALIFORNIA;
Trucks: STANDARD DUMP TRUCK - 1; END DUMP TRUCK - 1;
Gender: M
Ethnicity: ASIAN SUBCONTINENT
Firm Type: DBE
"UNION CONTRACTOR"
Laborers Local 185
CA. LIC. #755317 C-32 Exp. 3-31-2022
FED I.D. #27-1699986
State of California SBE #1655640
Bond Rate 1% (Minimum $300)
DIR Registration #1000002783

PHONE: (916) 774-9080
FAX: (916) 774-9088

PROJECT: Pedestrian Signal Install
ADDRESS:
CITY: Stockton - San Joaquin Co, CA
PROJECT #: WT16004_HSIPL-5008_151
ESTIMATOR: Paul Baquera
CERTIFIED PAYROLL:

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NOTE: This Estimate INCLUDES the Following Items:
A) 2 Mobilizations to Jobsite
   Additional Mobilization to Jobsite will be $1,250.00 EA
B) Traffic Control For Sierra Traffic Markings (Does NOT Include Detours)
C) Removal of Existing Thermoplastic Striping and Markings
D) Thermoplastic
E) Roadside Signs/Posts

NOTE: This Estimate EXCLUDES the Following Items:
A) Traffic Control Plans
B) Mast Arm/Overhead Mounted Signs
C) (Slurry) Seal After Striping Removal
D) Posting/Notifications
E) Retro Reflectivity Testing
F) Enhanced Wet Night Visibility

For questions or concerns regarding this estimate please contact Paul Baquera at 916-343-2476 (cell) or Paul@sierratrafficmarkings.com

ADDENDUMS ACKNOWLEDGED:

TOTAL $11,000.00

ACCEPTANCE OF THIS ESTIMATE: The above prices, specifications, and provisions are satisfactory and are hereby accepted. Sierra Traffic Markings Inc. is authorized to do the above mentioned work as specified. Payment will be made upon completion and/or receipt of invoice.

ACCEPTED BY: _______________________________ TITLE: _______________________________
DATE OF ACCEPTANCE: _______________________________ PO NUMBER: _______________________________ JOB NUMBER: _______________________________
**ESTIMATE**

**COMPANY:**
**PHONE:**
**FAX:**
**JOB NAME:** CITY OF STOCKTON - PED SIGNAL INSTALLATION (HAWK)
**ADDRESS:** AT AIRPORT WAY & SONORA STREET
**PLANS:** YES  
**SPECS:** YES
**CITY:** STOCKTON, CA
**ADENDA:** NO
**EMAIL:** trevor@supersealandstripe.com

<table>
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<th>COMPLETION DATE</th>
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<td>REMOVE BY GRINDING AND APPLY THERMOPLASTIC MATERIAL</td>
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<td>SIGNING &amp; STRIPING</td>
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<td>INCLUDES THE 5 SIGNS SHOWN ON SHEET 13 ONLY</td>
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**NOTE:**
- THIS PROPOSAL EXCLUDES THE FOLLOWING:
  - REMOVAL OF TEMP TAGS
  - TEMPORARY STRIPING
  - CONSTRUCTION AREA SIGNAGE
  - POSTING OF TEMPORARY NO PARKING SIGNS
  - PORCELAIN STEEL SIGN PANELS - INCLUDES ALUMINUM PANELS ON FURNISHING AND/OR INSTALLING SIGNAGE ON MAST ARMS
  - PAINTING AND/OR POWDER COATING SIGN POSTS / BOLLARDS
  - MESSAGE BOARDS
  - HAZARDOUS MATERIAL REMOVAL, TESTING, AND DISPOSAL
  - TRAFFIC CONTROL PLAN
  - WET SANDBLASTING
  - SURFACE PREP PRIOR TO STRIPING
  - REMOVAL OF CURING COMPOUND
  - CURB PAINTING / MARKINGS
  - RETROREFLECTIVE TESTING
  - CORES FOR SIGN POST INSTALLATION
  - FOGL SEAL / SLURRY SEAL
  - LAYOUT FOR OTHER TRADES

- BASED ON ONE MOVE-IN. ADDITIONAL MOVE-INS @ $5,500/EACH

- CONTRACTOR IS TO PROVIDE AN ON-SITE LOCATION TO STOCKPILE REMOVAL DEBRIS AND PAY ALL ASSOCIATED COSTS/FEES FOR HAUL-OFF AND DISPOSAL.

- IF LEAD TRAINING CLASSES ARE NEEDED, ADD $1,500 TO THIS QUOTE. PORTA POTTSIES & WASH FACILITIES ARE TO BE PROVIDED BY THE PRIME CONTRACTOR.

- THIS QUOTE EXCLUDES FOGL SEAL AND REPAIRING ANY SURFACE DAMAGE CAUSED BY TRAFFIC STRIPE REMOVAL AS IT IS UNAVOIDABLE AND EXPECTED.

- PRICE COVERS LISTED ITEMS ONLY.

**CONTINUED ON PAGE 2....**

**CALL TREvor MADDEN FOR SCHEDULING - (805) 832-2375**

**PAGE 1 OF 3**

**TOTAL** $19,400.00

PROJECTS ARE SCHEDULED ON A FIRST-COME, FIRST-SERVED BASIS. ADVANCED NOTICE OF SCHEDULED DAYS IS HIGHLY RECOMMENDED.

UPON ACCEPTANCE PLEASE SIGN AND RETURN. ABOVE PRICE NOT VALID AFTER 30 DAYS.
Estimate

COMPANY: Super Seal & Stripe

JOB NAME: CITY OF STOCKTON - PED SIGNAL INSTALLATION (HAWK)
ADDRESS: AT AIRPORT WAY & SONORA STREET
PLANS: YES
SPECs: YES
ESTIMATOR: TREVOR

CITY: STOCKTON, CA
ADDENDA: NO
EMAIL: trevor@supersealandstripe.com

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<th>BID DATE</th>
<th>ACCEPTANCE</th>
<th>START DATE</th>
<th>COMPLETION DATE</th>
</tr>
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<tbody>
<tr>
<td>6/10/21</td>
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<thead>
<tr>
<th>ITEM #</th>
<th>DESCRIPTION</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>DOWN TIME CAUSED BY ANYTHING BEYOND THE CONTROL OF SUPER SEAL AND STRIPE WILL BE BILLED AT $125/MAN HOUR</td>
</tr>
<tr>
<td></td>
<td>ALL ITEMS MUST BE USED FOR A VALID PROPOSAL. REMOVAL OF ITEMS FROM THIS PROPOSAL WILL NOT BE ACCEPTED.</td>
</tr>
<tr>
<td></td>
<td>INCLUDES LAYOUT ON THE SAME DAY AS STRIPING. IF LAYOUT IS REQUIRED ON DAYS PRIOR TO INSTALLATION, AN ADDITIONAL MOBILIZATION WILL BE BILLED.</td>
</tr>
<tr>
<td></td>
<td>IF CORES ARE NEEDED FOR SIGN POST INSTALL, ADD $125/EA</td>
</tr>
<tr>
<td></td>
<td>ANY CLASSES, FINGERPRINTING, TRAINING, SECURITY CLEARANCE, ETC WILL BE PAID FOR BY OTHERS (INCLUDING ANY MAN HOURS AS REQUIRED).</td>
</tr>
<tr>
<td></td>
<td>ALL WATER POLLUTION CONTROL MEASURES ARE TO BE PROVIDED BY PRIME CONTRACTOR.</td>
</tr>
</tbody>
</table>

PRICE DOES NOT INCLUDE PREMIUM FOR SATURDAY OR SUNDAY WORK HOURS
CALL TREVOR MADDEN FOR SCHEDULING - (805) 832-2375

TOTAL $19,400.00

PROJECTS ARE SCHEDULED ON A FIRST-COME, FIRST-SERVED BASIS. ADVANCED NOTICE OF SCHEDULED DAYS IS HIGHLY RECOMMENDED.
UPON ACCEPTANCE PLEASE SIGN AND RETURN. ABOVE PRICE NOT VALID AFTER 30 DAYS.
THE FOLLOWING INSURANCE POLICY LIMITS ARE INCLUDED IN THE PRICE:
GENERAL LIABILITY INSURANCE IS INCLUDED WITH LIMITS OF $1,000,000 PER OCCURRENCE/$2,000,000 GENERAL AGGREGATE $2,000,000 COMPLET
OPERATIONS AGGREGATE AND BLANKET ADDITIONAL INSURED ENDORSEMENT WITH WORDING SIMILAR TO GC2011 1185, IF REQUIRED BY WRITTE
CONTACT. TYPE III INDEMNITY AGREEMENT APPLIES. IF WAIVER OF SUBROGATION ON WORKERS COMP IS REQUIRED, ADD 2% TO THE QUOTED
PRICE. ALL COSTS AND/OR FEES ASSOCIATED WITH REQUIREMENTS TO INCREASE POLICY LIMITS SHALL BE THE CONTRACTORS RESPONSIBILITY.
SEE ATTACHED VERIFICATION OF COVERAGE FOR POLICY LIMITS INCLUDED IN THIS QUOTE.

TERMS & CONDITIONS:
1. Contractor to provide monthly progress payments for all completed work in accordance with the bid pricing schedule. Monthly progress payments must be received in full by Super Seal & Stripe no later than 10 calendar days after the Contractor receives payment from Owner for our completed work. Delinquent payments will be subject to the highest interest rate allowed by law.
2. Retainage percentage on monthly progress payments to be no greater than the percentage retained by the Owner on its payment to the Contractor. If Owner reduces the retainage percentages on payments to the Contractor, the Contractor shall likewise reduce the retainage percentage on payment to Super Seal & Stripe. Full retention to be released no later than thirty (30) days after completion of Super Seal & Stripe work. Excessive or delinquent retainage will be subject to the highest interest rate allowed by law.
3. Any required Testing, Engineering, Design, Permits, Licenses or Applications, and the like, to be provided by others.
4. Prices are based on Plans & Specifications available at bid time, including all addenda. Any request for work (post bid) under conditions differing from those represented by the Prime Contract Documents, including but not limited to: altered phasing or staging, design changes, modified layout, resulting from plan errors or inaccurate designs, will require payment for additional work to be made to Super Seal & Stripe at an amount agreed upon prior to performing this work. If an amount cannot be agreed upon prior to performing the additional work the amount will be determined using Caltrans Force Account Rates or unit prices established in the bid pricing schedule, or a combination thereof; whichever method results in a higher overall payment.
5. Super Seal & Stripe is not responsible for delays caused by and/or resulting from activities or non-activities of others, including but not limited to, Owner, Contractor, Vendors, Suppliers, other subcontractors and other factors not in direct control of Super Seal & Stripe. For the delays caused by the aforementioned, Super Seal & Stripe will be reimbursed for all direct and indirect costs plus a mark up of fifteen percent, (15%) or as specified and allowed by the Prime Contract if the delays are caused by the Owner. Super Seal & Stripe will be granted an extension of time to perform its work tantamount to the delays.
6. Super Seal & Stripe requires (20) days notice prior to commencement of work, and for each additional Move-in. If any of our work will be a controlling operation on the critical path of this project, Super Seal & Stripe must be notified in writing prior to execution of the Subcontract Agreement. A project schedule is to be provided upon approval of such, along with any and all updates. Failure to provide this information will waive the Contractor's right to recover liquidated damages from Super Seal & Stripe for this work.
7. All changes to the original scope of work proposed extra work must be directed by the Contractor in writing prior to Super Seal & Stripe performing this work.
8. For the purpose of this Subcontract Quotation one (1) move-in is considered to be: a period of consecutive eight (8) hour days of continuous work, not including weekends and holidays. Any discontinuities in this period, other than weekends and holidays, or for our own convenience, will be charged as an additional move-in at the Additional Move-In Charge as quoted herein.
9. Super Seal & Stripe must receive a letter of intent to award us the subcontract no later than (20) calendar days after bid date or this Subcontract Quotation becomes null and void.
10. Super Seal & Stripe is an Equal Opportunity and Affirmative Action employer, that adheres to laws & regulations of Executive order 11246 Sec. 503 as amended of Rehabilitation act 1973 as amended and 4211 (USC) Vietnam Veterans readjustment as amended.
11. If General Contractor or any of its subcontractors or Super Seal & Stripes traffic control, the expense will be shared accordingly at Super Seal & Stripe discretion. No advance posting, signing, or portable CMS is included for Super Seal & Stripe Traffic Control. Excludes Traffic Control Plans. Contractor is responsible for all lane closure requests.
12. Pre-Striping pavement preparation, including sweeping & curing compound removals, to be provided by others.
13. Any additional work in excess of the quantities price will be billed at the units. No discounts given for under-runs without prior approval of Super Seal & Stripe.
14. This proposal excludes all costs associated with training classes, badging, fingerprinting, background checks, etc. including but not limited to any fees and man hours required.
15. Any down-time due to work site access restrictions will be billed as an extra cost at the rate of $125/man hour.
16. Work area is required to be unobstructed by other operations while stripe removal and stripe installation is being performed.
17. Upon acceptance of this proposal, all terms, conditions and exclusions on all pages of this proposal shall be incorporated into the contract as an addendum.
18. The owner / general contractor is to provide, at no cost to Super Seal & Stripe, fenced-in location(s) for material & removal debris waste on-site as required. A porta-potty & wash station shall also be provided at the fenced-in location(s).
19. Owner / general contractor shall locate and mark-out all sign locations for Dig Alert prior to Super Seal & Stripe’s mobilization. Super Seal & Stripe shall be notified when the mark-out is complete so Dig Alert can be called.

THIS PROPOSAL EXCLUDES BOND COSTS. IF BOND IS REQUIRED, CONTRACTOR IS RESPONSIBLE FOR COSTS OF PREMIUM CALL FOR BOND RATE.
May 28, 2021

Super Seal & Stripe/Trevor Madden
310 A Street
Fillmore, CA 93015
805-524-7345/805-524-7428
trevor@supersealandstripe.com

PROJECT: City of Stockton — Pedestrian Signal Installation (HAWK) at Airport Way and Sonora Street
Bid Date & Time: June 3, 2021 @2pm

Ray’s Electric is requesting written quotations from qualified sub-contractors and vendors for the above-named project. GENERAL WORK DESCRIPTION: The project consists of installation of a Pedestrian Hybrid Beacon, new signs, and markings for a new crosswalk as well as other work shown on the Plans and as called for in the Specifications and as directed by the Engineer.


The Plans and Specifications can be downloaded at http://www.stocktonca.gov/services/business/bidFlash/projDetail.html?dept=public_works&idnum=WT16004_HSIPL-5008_151. If you have any question with regards to the scope of work, bonding, insurance requirements, please contact our office.

NOTE: Please send your quote with your DIR registration and Contractor License Number. Please have your quote in prior to 10:00 AM on June 3, 2021, to allow for review.

RAY’S ELECTRIC is an equal opportunity employer and a Union Signatory Contractor.

Should you have questions, please contact our estimating department. Thank you

Mark Beltran / Project Estimator
Tel. No. 510-577-7700 ext. 121/510-577-7706
mark@rayselectric.net
RAY'S ELECTRIC
411 Pendleton Way, Suite B
Oakland, CA. 94621
510-577-7700
FAX 510-577-7706
A, C10, 682725

REQUEST FOR QUOTATION

June 9, 2021

S&S Trucking/ Giovanni Michino
477 Roland Way
Oakland, CA 94621
510-383-3556/ 510-383-2917
giovanni@snsands.com

PROJECT: City of Stockton – Pedestrian Signal Installation (HAWK) at Airport Way and Sonora Street
Bid Date & Time: June 10, 2021 @2pm

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Mark Beltran / Project Estimator
Tel. No. 510-577-7700 ext. 121/510-577-7706
mark@rayselectric.net
May 28, 2021

CMC Traffic Control Specialists/Kevin Eversole
3450 3rd Street Suite 3g
San Francisco, CA 94124
415-206-1700/415-206-1711
keversole@cmctraffic.com

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