

15) **Construction Contract Award for the Highway Safety Improvement Program (HSIP)
Cycle 9 Traffic Signal Improvements Project – CIP# Z10066**

Approve and authorize the City Manager to execute an agreement with Select Electric, Inc., for the HSIP Cycle 9 Traffic Signal Improvements Project in an amount not to exceed \$1,595,295.00 in such final form as approved by the City Attorney; Authorize the City Manager to execute change orders not to exceed 10% contingency of \$159,529.50 for uncertainties and adjustments; and Authorize the City Engineer to record the Notice of Completion once it is determined the work is complete and the improvements are accepted by the City.



REPORT TO CITY COUNCIL

To: Honorable Mayor and Members of the City Council

From: Jason Simpson, City Manager

Prepared by: Remon Habib, City Engineer

Date: May 23, 2023

Subject: Construction Contract Award for the Highway Safety Improvement Program (HSIP) Cycle 9 Traffic Signal Improvements Project – CIP# Z10066

Recommendation

1. Approve and authorize the City Manager to execute an agreement with Select Electric, Inc., for the HSIP Cycle 9 Traffic Signal Improvements Project in an amount not to exceed \$1,595,295.00 in such final form as approved by the City Attorney;
2. Authorize the City Manager to execute change orders not to exceed 10% contingency of \$159,529.50 for uncertainties and adjustments; and
3. Authorize the City Engineer to record the Notice of Completion once it is determined the work is complete and the improvements are accepted by the City.

Background

The City applied for and received federal grant funding for the Highway Safety Improvement Program (HSIP) Cycle 9, to design and construct improvements at ten (10) existing traffic signals throughout the City. The federal funds for this program are administered through Caltrans. The design plans for the ten traffic signal improvement locations were completed by KOA Corporation and subsequently reviewed and approved by City Staff. The locations are:

1. Lake Street / Temescal Canyon Road
2. Lake Street / Mountain Street
3. Grand Avenue / Broadway Street
4. Grand Avenue / Lincoln Street
5. Lakeshore Drive / Machado Street
6. Lakeshore Drive / Viscaya Street
7. Lakeshore Drive / Chaney Street
8. Mission Trail / Malaga Road
9. Central Avenue / Dexter Avenue
10. Canyon Hills Road / Cotton Canyon Road

Discussion

Contractor Bids were secured via the City's electronic bidding portal PlanetBids on April 5, 2023, at 2:00 PM, results were made publicly visible. The City received six (6) bids from qualified contractors. All bidders submitted acceptable bids and were technically qualified to do the work. Staff recommends awarding the project to the apparent low bidder Select Electric, Inc., with a bid of \$1,595,295.00.

The bid results are summarized below:

<u>Contractor (Bidder)</u>	<u>Total Bid Amount</u>
1. Select Electric, Inc.	\$1,595,295.00
2. International Line Builders, Inc.	\$1,687,353.00
3. DBX, Inc.	\$1,833,785.00
4. Calpromax Engineering, Inc.	\$1,898,006.00
5. Elecnor Belco Electric, Inc.	\$1,911,399.00
6. California Profession Engineering, Inc.	\$1,966,987.30

Fiscal Impact

The Public Works Construction Agreement will result in a cost of \$1,595,295.00 plus 10% contingency for a not to exceed amount of \$1,754,824.50. Funding for this project is allocated within the adopted CIP Budget.

Attachments

Attachment 1 – Agreement
Exhibit A - Proposal

AGREEMENT FOR PUBLIC WORKS CONSTRUCTION

Select Electric, Inc.

For the

HSIP Cycle 9 Traffic Signal Improvements

CIP PROJECT NO. Z10066

This Agreement for Public Works Construction (“Agreement”) is made and entered into as of May 23, 2023 by and between the City of Lake Elsinore, a municipal corporation (“City”) and Select Electric, Inc., a Corporation (“Contractor”).

The City and Contractor, in consideration of the mutual promises and covenants set forth herein, agree as follows:

1. The Project and Project Documents. Contractor agrees to construct the following public improvements (“work”) identified as:

HSIP Cycle 9 Traffic Signal Improvements (the “Project”)

The City-approved plans for the construction of the Project, which are incorporated herein by reference and prepared by KOA Corporation, are identified as:

Traffic Signal Improvements HSIP Cycle 9

The Project Documents include this Agreement and all of the following: (1) the Notice Inviting Bids, Instructions to Bidders, Bid Documents including Bidder’s Proposal as submitted by the Contractor, Contract Documents, General Specifications, Special Provisions, and all attachments and appendices; (2) everything referenced in such documents, such as specifications, details, standard plans or drawings and appendices, including all applicable State and Federal requirements; (3) all required bonds, insurance certificates, permits, notices, and affidavits; and (4) any and all addenda or supplemental agreements clarifying, amending or extending the work contemplated as may be required to insure completion in an acceptable manner. All of the provisions of the above-listed documents are made a part of this Agreement as though fully set forth herein.

2. Compensation.

a. For and in consideration of the payments and agreements to be made and performed by City, Contractor agrees to construct the Project, including furnishing all materials and performing all work required for the Project, and to fulfill all other obligations as set forth in the Bidder’s Proposal, such contract price being One Million Five Hundred Ninety-Five Thousand Two Hundred Ninety-Five dollars (\$1,595,295.00).

b. City hereby promises and agrees to employ, and does hereby employ, Contractor to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices set forth, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the Project Documents.

c. Contractor agrees to receive and accept the prices set forth in the Bidder's Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Such compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the Project Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

3. Completion of Work.

a. Contractor shall perform and complete all work within **Ninety (90)** working days from the date of commencement specified in the Notice to Proceed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project.

b. All work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project.

c. Contractor shall not be excused with respect to the failure to so comply by any act or omission of the City, the City Engineer, a City inspector, or a representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the requirements of the Project Documents, and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the City within three (3) working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Project Documents.

d. City and Contractor recognize that time is of the essence in the performance of this Agreement and further agree that if the work called for under the Agreement is not completed within the time hereinabove specified, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay. It is, therefore, agreed that such damages shall be presumed to be in the amount of **Five Hundred dollars (\$500.00)** per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, such amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Agreement within the time hereinabove specified and as adjusted by any changes to the work.

4. Changes to Work. City and Contractor agree that the City may make changes to the work, or suspend the work, and no matter how many changes, such changes or suspensions are within the contemplation of the Contractor and City and will not be a basis for a compensable delay claim against the City nor be the basis for a liquidated damage claim against the Contractor.

Any change to the work shall be by way of a written instrument (“change order”) signed by the City and the Contractor, stating their agreement to the following:

- a. The scope of the change in the work;
- b. The amount of the adjustment to the contract price; and
- c. The extent of the adjustment to the Schedule of Performance.

The City Engineer is authorized to sign any change order provided that sufficient contingency funds are available in the City’s approved budget for the Project. All change in the work authorized by the change order shall be performed under the applicable conditions of the Project Documents. City and Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

5. Bonds. Contractor shall provide, before commencing work, a Faithful Performance Bond and a Labor and Material Bond, each for one-hundred percent (100%) of the contract price in the form that complies with the Project Documents and is satisfactory to the City Attorney.

6. Non-Assignability. Neither this Agreement nor any rights, title, interest, duties or obligations under this Agreement may be assigned, transferred, conveyed or otherwise disposed of by Contractor without the prior written consent of City.

7. Licenses. Contractor represents and warrants to City that it holds the contractor’s license or licenses set forth in the Project Documents, is registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5, and holds such other licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its profession. Contractor shall maintain a City of Lake Elsinore business license.

8. Indemnity. Contractor shall indemnify, defend, and hold harmless the City and its officials, officers, employees, agents, the County and Board Supervisors, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Contractor or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises from the sole negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Contractor or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to

property, or violation of law. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

9. Insurance Requirements.

a. Insurance. Contractor, at Contractor's own cost and expense, shall procure and maintain, for the duration of the Agreement, unless modified by the City's Risk Manager, the following insurance policies.

i. Workers' Compensation Coverage. Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Contractor for City. In the event that Contractor is exempt from Worker's Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California, Contractor shall submit to the City a Certificate of Exemption from Workers Compensation Insurance in a form approved by the City Attorney.

ii. Commercial General Liability Coverage. Contractor shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Required commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. No endorsement may be attached limiting the coverage.

iii. Automobile Liability Coverage. Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence. Automobile liability coverage must be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement may be attached limiting the coverage.

iv. Builder's Risk Coverage. Prior to the commencement of any construction of the Project, Design-Builder shall obtain (or cause to be obtained) and keep in force during the term of any construction, builder's risk insurance insuring for all risks of physical loss of or damage (excluding the perils of earthquake and flood).

v. Professional Liability Coverage Contractor shall maintain professional errors and omissions liability insurance appropriate for Contractor's profession for protection against claims alleging negligent acts, errors or omissions which may arise from Contractor's services under this Agreement, whether such services are provided by the Contractor or by its employees, subcontractors, or sub consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single limit per occurrence basis.

b. Endorsements. Each general commercial liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. The insurance provided by this Policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. Contractor shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of

performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

10. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Lake Elsinore
 Attn: City Manager
 130 South Main Street
 Lake Elsinore, CA 92530

With a copy to: City of Lake Elsinore
 Attn: City Clerk
 130 South Main Street
 Lake Elsinore, CA 92530

If to Contractor: Select Electric, Inc.
 Attn: Allen McLane
 2790 Business Park Drive
 Vista, CA 92081

11. Entire Agreement. This Agreement constitutes the complete and exclusive statement of agreement between the City and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

12. Amendments. This Agreement may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.

13. Assignment and Subcontracting. Contractor shall be fully responsible to City for all acts or omissions of any subcontractors. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express consent of the City. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

14. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

15. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

16. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Riverside.

17. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

18. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and share the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

19. Authority to Enter Agreement and Administration. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. The City Manager is authorized to enter into an amendment or otherwise take action on behalf of the City to make the following modifications to the Agreement: (a) a name change; (b) grant extensions of time; (c) non-monetary changes in the scope of services; and/or (d) suspend or terminate the Agreement. The City Engineer shall act as the Project administrator on behalf of the City.

20. Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

21. Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

22. Prevailing Wages.

a. Contractor and all subcontractors shall adhere to the general prevailing rate of per diem wages as determined and as published by the State Director of the Department of Industrial Relations pursuant to Labor Code Sections 1770, 1773, and 1773.2. Copies of these rates and the latest revisions thereto are on file in the office of the City Clerk of the City of Lake Elsinore and are available for review upon request.

b. Contractor's attention is directed to the provisions of Labor Code Sections 1774, 1775, 1776, 1777.5 and 1777.6. Contractor shall comply with the provisions of these Sections. The statutory provisions for penalties for failure to comply with the State's wage and the hours laws will be enforced.

c. Labor Code Sections 1774 and 1775 require the Contractor and all subcontractors to pay not less than the prevailing wage rates to all workmen employed in the execution of the contract and specify forfeitures and penalties for failure to do so. The minimum wages to be paid are those determined by the State Director of the Department of Industrial Relations. Labor Code Section 1776 requires the Contractor and all subcontractors to keep accurate payroll records, specifies the contents thereof, their inspection and duplication procedures and certain notices required of the Contractor pertaining to their location. The statutory penalties for failure to pay prevailing wages will be enforced. If the Project has been awarded to Contractor on or after April 1, 2015, Contractor and its subcontractors must furnish electronic certified payroll records to the Labor Commissioner. Beginning January 1, 2016, Contractor and its subcontractors must furnish electronic certified payroll records to the Labor Commissioner without regard to when the Project was awarded to Contractor.

d. Labor Code Section 1777.5 requires Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project, which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the Agreement. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if the Contractor employs registered apprentices or journeymen in any apprenticeable trade and if other contractors on the public works site are making such contributions. Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards. Labor Code Section 1777.6 provides that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age.

e. Eight hours labor constitutes a legal day's work, as set forth in Labor Code Section 1810.

23. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

“CITY”

CITY OF LAKE ELSINORE, a municipal corporation

“CONTRACTOR”

Select Electric Inc., a Corporation

City Manager

By: Allen McLane

Its: President

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Assistant City Manager

EXHIBIT A
CONTRACTOR'S PROPOSAL
[ATTACHED]

EXHIBIT B

LIST OF SUBCONTRACTORS

[ATTACHED]

BIDDER'S PROPOSAL

HSIP CYCLE 9 TRAFFIC SIGNAL IMPROVEMENTS

**CIP PROJECT NO. Z10066
FEDERAL PROJECT NO. 5074(020)**

Company: Select Electric, Inc.

Honorable Mayor, Members of the Council:

In accordance with the Notice Inviting Bids pertaining to the receiving of sealed proposals by the City Clerk of the City of Lake Elsinore for the above titled improvement, the undersigned hereby proposes to furnish all Work to be performed in accordance with the Specifications, Standard Drawings, and the Contract Documents, for the unit price or lump sum set forth in the following schedule:

Time of Completion: Ninety (90) Working Days from Issuance of Notice to Proceed (NTP) by City to Contractor.

BID SCHEDULE

ITEM NO.	DESCRIPTION OF ITEMS	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
GENERAL OVERHEAD & MOBILIZATION/DEMOLITION					
1	Mobilization.	LS	1	172,006	172,006.-
2	Traffic Control.	LS	1	35,975	35,975.-
3	Signing and Striping Improvements.	LS	1	53,407	53,407.-
4	Demo/Unclassified Excavation	CY	61	328	20,008.-
5	Remove Curb and Gutter	LF	435	23	10,005.-
6	Remove Asphalt Berm	LF	43	195	8,385.-
7	Remove Sidewalk, Curb Ramps, and Driveways	SF	2493	7	17,451.-
8	Asphalt Grinding	CY	2203	11	24,233.-
9	Install 8" Curb and Gutter	LF	452	58	26,216.-
10	Install 6" Curb and Gutter	LF	253	52	13,156.-
11	Install Curb Only	LF	23	116	2,668.-
12	Install Sidewalk	SF	3723	10	37,230.-
13	AC Pavement (slot patch & base course)	TON	62	619	38,378.-
14	Install Concrete Pavement	SF	852	11	9,372.-
15	Install Curb Ramp	EA	13	4,489	58,357.-
16	Top Soil and Grading	CY	4	954	3,816.-
17	Install Detectable Warning Surface on Existing Curb Ramp	EA	9	397	3,573.-

18	Grind Existing Lip	EA	5	2,002	10,010.-
19	2" Overlay	TON	10	1,150	11,500.-
20	Grind PCC Pavement	SF	675	11	7,425.-
21	Adjust Utility Valve Cover to Grade	EA	3	1,005	3,015.-
22	Adjust Utility Box Cover to Grade	EA	20	1,005	20,100.-
Traffic Signal Modifications					
23	Traffic Signal Modification at Lake Street & Temescal Canyon	LS	1	60,288	60,288.-
24	Traffic Signal Modification at Lake Street & Mountain Street	LS	1	82,262	82,262.-
25	Traffic Signal Modification at Grand Avenue & Broadway Street	LS	1	162,193	162,193.-
26	Traffic Signal Modification at Grand Avenue & Lincoln Street	LS	1	84,925	84,925.-
27	Traffic Signal Modification at Lakeshore Drive & Machado Street	LS	1	87,299	87,299.-
28	Traffic Signal Modification at Lakeshore Drive & Viscaya Street	LS	1	85,304	85,304.-
29	Traffic Signal Modification at Lakeshore Drive & Chaney Street	LS	1	136,653	136,653.-
30	Traffic Signal Modification at Mission Trail & Malaga Road	LS	1	83,550	83,550.-
31	Traffic Signal Modification at Central Avenue & Dexter Avenue	LS	1	153,317	153,317.-
32	Traffic Signal Modification at Canyon Hills Road & Cottonwood Canyon Road	LS	1	67,218	67,218.-
Total Bid Price				1,595,295.00	

TOTAL BID PRICE:

**TOTAL BID PRICE BASED ON BID SCHEDULE TOTAL OF UNIT PRICES FOR
HSIP CYCLE 9 TRAFFIC SIGNAL IMPROVEMENTS**

\$ 1,595,295.00
Total Bid Price in Numbers

\$ One million, Five Hundred Ninety Five Thousand, Two Hundred
Ninety Five Dollars and zero cents.
Total Bid Price in Written Form

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

Note:

Estimated quantities are for the purpose of Bid comparison only; payments will be made on the basis of actual measurement of Work completed, except for lump sum (LS) and final pay (F) quantities. (S) denotes a specialty item. The Bid Price shall include, but not be limited to, sales tax and all other applicable taxes and fees. All work described on the plans and in the specifications and other incidentals necessary to complete the project shall be paid under items above. No additional payments will be allowed.

***BID MAY BE REJECTED IF TOTAL IS NOT SHOWN FOR BOTH FIGURES AND WORDS.**

BIDDER'S SIGNATURE

HSIP CYCLE 9 TRAFFIC SIGNAL IMPROVEMENTS

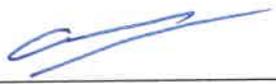
**CIP PROJECT NO. Z10066
FEDERAL PROJECT NO. 5074(020)**

The undersigned agrees to enter into and execute a contract, with necessary bonds, at the unit prices set forth herein and in case of default in executing such contract, with necessary bonds, the check or bond accompanying this bid and the money payable thereon shall be forfeited thereby to and remain the property of the City of Lake Elsinore.

The above unit prices include all work appurtenant to the various items as outlined in the Specifications and all work or expense required for the satisfactory completion of said items. In case of discrepancies between unit prices and totals, the unit prices shall govern.

The undersigned declares that it has carefully examined the Plans, Specifications, and Contract Documents, and has investigated the site of the work and is familiar with the conditions thereon.

Select Electric, Inc.
Contractor

Date: 3/31/2023 By: 

Contractor's State License No.: 297034

Class: A, B, C-7, C-10

Department of Industrial Relations Registration No: 1000001036

Registration Date: 08/25/2014 Expiration Date: 06/30/2023

Address: 2790 Business Park Dr. Vista, CA. 92081

Phone: 562-584-1766

FAX: 562-658-2201

ACKNOWLEDGMENT OF ADDENDA RECEIVED

HSIP CYCLE 9 TRAFFIC SIGNAL IMPROVEMENTS

**CIP PROJECT NO. Z10066
FEDERAL PROJECT NO. 5074(020)**

The Bidder shall acknowledge the receipt of addenda by placing an "X" by each addendum received.

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

Addendum No. 4 _____

If an addendum or addenda have been issued by the City and not noted above as being received by the Bidder, the Bid Proposal may be rejected.



Bidder's Signature

3/30/2023

Date

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Los Angeles)

On 4-5-23 before me, Kristen Czupryn, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Allen McLane
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature *Kristen Czupryn*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Non-Collusion Affidavit Document Date: 3-30-23

Number of Pages: 1 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Allen McLane

Corporate Officer — Title(s): President

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: Select Electric, Inc.

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

BOND NO. N/A

BIDDER'S BOND

HSIP CYCLE 9 TRAFFIC SIGNAL IMPROVEMENTS

**CIP PROJECT NO. Z10066
FEDERAL PROJECT NO. 5074(020)**

KNOW ALL MEN OR WOMEN BY THESE PRESENTS:

That we Select Electric, Inc. , as
PRINCIPAL,

hereinafter referred to as "Contractor", and Fidelity and Deposit Company of Maryland
a duly authorized corporate as "Surety," are held and firmly bound unto the City of Lake Elsinore
in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the
Contractor above named, submitted by said Contractor to the City of Lake Elsinore for the work
for said project entitled above, for the payment of which sum in lawful money of the United
States, well and truly to be made, to the City of Lake Elsinore to which said bid was submitted,
we bind ourselves, our heirs, executors, administrators and successors, jointly and severally,
firmly by these presents. In no case shall the liability of the surety hereunder exceed the
amount of Ten Percent (10%) of the Total Amount Bid .

THE CONDITION OF THIS OBLIGATION IS SUCH:

That whereas the Contractor has submitted the above-mentioned Bid to the City of Lake
Elsinore as aforesaid for the work for said project entitled above.

NOW, THEREFORE, if the aforesaid Contractor is awarded the Contract and, within the time
and manner required under the Contract documents, after the prescribed forms are presented to
him or her for signature, enters into a written Agreement in the prescribed form and in
accordance with the Contract documents, and files two bonds with the City of Lake Elsinore,
one to guarantee faithful performance and the other to guarantee payment for labor and
materials, in accordance with said Contract documents, and as required by law, and files the
required insurance certificate(s) in accordance with said Contract documents, then this
obligation shall be null and void; otherwise, it shall be and remain in full force and effect until
execution of the Agreement or forfeiture pursuant to the Provisions of Sections 20172 and
20174 of the Public Contract Code.

In the event suit is brought upon this bond by the City and judgment is recovered, the Surety
shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be
fixed by the court.

(SIGNATURE PAGE FOLLOWS)

BIDDER'S BOND SIGNATURE PAGE

HSIP CYCLE 9 TRAFFIC SIGNAL IMPROVEMENTS

**CIP PROJECT NO. Z10066
FEDERAL PROJECT NO. 5074(020)**

IN WITNESS WHEREOF, we have hereunto set our hands and seals on

this 30th day of March, 2023

BIDDER:

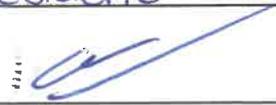
Contractor Name: Select Electric, Inc.

Address: 2790 Business Park Drive
Vista, CA 92081

Telephone No.: (562) 807-1860

Print Name: Allen McLane

Title: President

Signature: 

Date: 4-5-23

CORPORATE SURETY:

Fidelity and Deposit
Company Name: Company of Maryland

Address: 1299 Zurich Way, 5th Floor
Schaumburg, IL 60196-1056

Telephone No.: (213) 270-0715

Print Name: Heather Saltarelli

Title: Attorney-in-Fact

Signature: 

Date: March 30, 2023

SIGNING INSTRUCTIONS TO THE CONTRACTOR

Bidder's Bond must be accompanied by notary certificates for EACH signature. Note the description of the document on the notary certificate. Attach BOTH notary certificates immediately following this page.

Corporate Seal may be affixed hereto.

The attorney-in-fact for corporate surety must be registered, as such, in at least one county in the State of California. Attach one original Power of Attorney immediately following the notary certificates.

If the Bidder fails to properly sign or omits the required signatures, the bid will be considered non-responsive and will be rejected.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

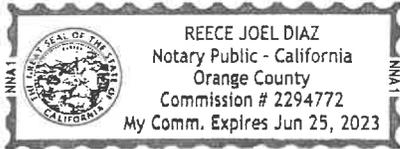
State of California)
County of Orange)

On MAR 30 2023 before me, Reece Joel Diaz, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Heather Saltarelli
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bidders Bond Document Date: 3/30/23
Number of Pages: 2 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Los Angeles)

On 4/5/23 before me, Kristen Czupryn, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Allen McLane
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature *Kristen Czupryn*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bid Bond Document Date: 3-30-23
Number of Pages: 2 Signer(s) Other Than Named Above: Heather Saltarelli

Capacity(ies) Claimed by Signer(s)

Signer's Name: Allen McLane
 Corporate Officer — Title(s): President
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: Select Electric, Inc.

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

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8. of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint James A. SCHALLER, Heather SALTARELLI, Mike PARIZINO, Rachele RHEAULT, Rhonda C. ABEL, Kim LUU, Jeri APODACA, Janice R. MARTIN, Leigh MCDONOUGH, Reece Joel DIAZ of **Irvine, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 16th day of March, A.D. 2022.



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

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 16th day of March, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of MAR 30 2023.



MJ Pethick
By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

LIST OF SUBCONTRACTORS

HSIP CYCLE 9 TRAFFIC SIGNAL IMPROVEMENTS

**CIP PROJECT NO. Z10066
FEDERAL PROJECT NO. 5074(020)**

The bidder is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California) and should familiarize itself with Sections 2-3 of the Standard Specifications.

Name Under Which Subcontractor is Licensed: L.C. Paving & Sealing, Inc.

License Number: 621610

Address of Office, Mill or Shop: 1020 Alpine Way, Escondido, CA. 92029

Specific Description of Sub-Contract: and Bid Items of Work: _____

Civil, 4-21

Name Under Which Subcontractor is Licensed: Superior Pavement Markings, Inc.

License Number: 776306

Address of Office, Mill or Shop: PO Box 278, Beaumont, CA. 92223

Specific Description of Sub-Contract: and Bid Items of Work _____

Signing and Striping, 3

Name Under Which Subcontractor is Licensed: _____

License Number: _____

Address of Office, Mill or Shop: _____

Specific Description of Sub-Contract: and Bid Items of Work: _____

Name Under Which Subcontractor is Licensed: _____

License Number: _____

Address of Office, Mill or Shop: _____

Specific Description of Sub-Contract: and Bid Items of Work: _____

Subcontractors listed in accordance with the provisions of Section 2-3 must be properly licensed under the laws of the State of California for the type of work that they are to perform. Do not list alternate subcontractors for the same work.

REFERENCES

HSIP CYCLE 9 TRAFFIC SIGNAL IMPROVEMENTS

**CIP PROJECT NO. Z10066
FEDERAL PROJECT NO. 5074(020)**

Failure to demonstrate adequate experience may result in rejection of the bid.

For all public agency projects with a similar scope of work which you have worked on (or are currently working on) in the past three (3) years, provide the following required information:

1. Name (Firm/Agency): City of Downey
Address: 11111 Brookshire Ave. Downey, CA. 90241
Contact Person: Amaka Udeoji
Telephone No.: 562-904-7110
Title of Project: Woodruff Ave traffic Signal Fiber Optic Communication System and Upgrades Project
Project Location: Downey, CA.
Date of Completion: February 2021
Contract Amount: \$833,036.00

2. Name (Firm/Agency): City of Pasadena
Address: 100 North Garfield Ave. Pasadena, CA 91101
Contact Person: Sarah Tawadrous
Telephone No.: (626) 744-8479
Title of Project: Traffic Signal Improvements at Various Locations Contract # 31,756
Project Location: Pasadena, CA.
Date of Completion: December 2022
Contract Amount: \$209,990.00

3. Name (Firm/Agency): CALTRANS
Address: 1120 N St. Sacramento, CA. 95814
Contact Person: Kenicia Lemos
Telephone No.: 626-339-1601x122
Title of Project: 07-1170U4, Route 10 West Covina
Project Location: West Covina, CA.
Date of Completion: September 2022
Contract Amount: \$8,605,466.3

- 4. Name (Firm/Agency): City of Long Beach
Address: 411 W. Ocean Blvd. 5th Floor. Long BEach, CA. 90802
Contact Person: Arek Harmandayan
Telephone No.: 562-570-6764
Title of Project: R-7190 Ten Signalized Intersections on Los Coyotes Diagonal
Project Location: Long Beach, CA.
Date of Completion: In Progress
Contract Amount: \$1,197,500.00

- 5. Name (Firm/Agency): City of Norwalk
Address: 12700 Norwalk Blvd. Norwalk, CA. 90650
Contact Person: Raymond Velasco
Telephone No.: 562-929-5723
Title of Project: Traffic Signal Improvements on Rosecrans Ave. Studebaker Rd to Carmenita Rd.
Project Location: Norwalk, CA.
Date of Completion: In Progress
Contract Amount: \$1,690,225.00

- 6. Name (Firm/Agency): _____
Address: _____
Contact Person: _____
Telephone No.: _____
Title of Project: _____
Project Location: _____
Date of Completion: _____
Contract Amount: _____

- 7. Name (Firm/Agency): _____
Address: _____
Contact Person: _____
Telephone No.: _____
Title of Project: _____
Project Location: _____
Date of Completion: _____
Contract Amount: _____

List any other projects (private, older than three (3) years, etc.) that may represent qualifying or similar experience:

1. Name (Firm/Agency): City of Chula Vista
Address: 276 Fourth Ave. Chula Vista, CA. 91910
Contact Person: Jose Gomez
Telephone No.: 619-691-5021
Title of Project: Traffic Signal Modifications at Broadway / F Steet and Broadway / G St. TF402
Project Location: Chula Vista, CA.
Date of Completion: May 2020
Contract Amount: \$572,074.00

2. Name (Firm/Agency): City of Los Angeles
Address: 200 N. Spring St. Los Angeles, CA. 90012
Contact Person: Max Eftekhari
Telephone No.: 951-741-3403
Title of Project: Wilshire Blvd BRT Communications Upgrade Phase II ATSAC
Project Location: Los Angeles, CA.
Date of Completion: November 2018
Contract Amount: \$2,563,285.00

3. Name (Firm/Agency): City of Oceanside
Address: 300 North Coast Hwy. Oceanside, CA. 92054
Contact Person: Darra Woods
Telephone No.: 760-435-5094
Title of Project: Rebid Mission Ave. Fiber
Project Location: Oceanside, CA.
Date of Completion: April 2018
Contract Amount: \$752,175.00

CONTRACTOR INFORMATION

HSIP CYCLE 9 TRAFFIC SIGNAL IMPROVEMENTS

**CIP PROJECT NO. Z10066
FEDERAL PROJECT NO. 5074(020)**

Contractor's License No.: 297034 Class: A, B, C-7, C-10

a. Date first obtained: 08/09/1974 Expiration 10/31/2024

b. Has License ever been suspended or revoked? No

If yes, describe when and why: _____

c. Any current claims against License or Bond? No

If yes, describe claims: _____

Principals in Company (List all – attach additional sheets if necessary):

<u>NAME</u>	<u>TITLE</u>	<u>LICENSE NO.</u> (If Applicable)
<u>Allen McLane</u>	<u>President</u>	_____
<u>Mario Tapanes</u>	<u>Secretary</u>	_____
<u>Sam Passanisi</u>	<u>Asst. Secretary</u>	<u>297034</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS

HSIP CYCLE 9 TRAFFIC SIGNAL IMPROVEMENTS

**CIP PROJECT NO. Z10066
FEDERAL PROJECT NO. 5074(020)**

1. Has your firm or its officers been assessed any penalties by an agency for noncompliance or violations of Federal, State or Local labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?

YES (circle one)

Federal / State / Local (circle one)

If "YES," identify and describe, (including agency and status): _____

Have the penalties been paid? YES / NO (circle one)

2. Does your firm or its officers have any ongoing investigations by any public agency regarding violations of the State Labor Code, California Business and Professions Code or State Licensing Laws?

YES (circle one)

Code/Laws: _____

Section/Article: _____

If "yes," identify and describe, (including agency and status): _____

DISQUALIFICATION OR DEBARMENT

HSIP CYCLE 9 TRAFFIC SIGNAL IMPROVEMENTS

**CIP PROJECT NO. Z10066
FEDERAL PROJECT NO. 5074(020)**

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

YES NO (circle one)

If yes, provide the following information (if more than once, use separate sheets):

Date: _____ Entity: _____

Location: _____

Reason: _____

Provide Status and any Supplemental Statement: _____

Has your firm been reinstated by this entity?

YES / NO (circle one)