

Agreement No. _____

AGREEMENT FOR PUBLIC WORKS CONSTRUCTION

Griffith Company

For the

**Main Street Interchange
Improvement Project**

CIP PROJECT NO. Z10017

This Agreement for Public Works Construction ("Agreement") is made and entered into as of October 12, 2021 by and between the City of Lake Elsinore, a municipal corporation ("City") and Griffith Company, 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:

Main Street Interchange Improvement Project (the "Project")

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

Construction on State Highway City Project No. Z10017

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 Seven Million Nine Hundred Ninety-Eight Thousand Six Hundred Three dollars and Fifty Cents (\$7,998,603.50).

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 **Three Hundred (300)** 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 **Fifteen Hundred dollars (\$1500.00)** 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: Griffith Company
 Attn: Lucas J. Walker
 12200 Bloomfield Ave
 Santa Fe Springs, CA 90670

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 for 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”

“CONTRACTOR”

CITY OF LAKE ELSINORE, a municipal corporation

Griffith Company a Corporation

DocuSigned by:
Jason Simpson
10/24/2021 | 9:38 AM PDT
4F554F68E6FE412...
City Manager

DocuSigned by:
Lucas J Walker
10/24/2021 | 9:16 AM PDT
A0AB99C0B0B3434...
By: Lucas J. Walker

By: Lucas J. Walker

Its: Vice President/Regional Manager

ATTEST:

DocuSigned by:
CJ
10/25/2021 | 8:00 AM PDT
2941B149740C400...
City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Barbara Leibold
10/16/2021 | 1:39 PM PDT
A3086D9096AF48C...
City Attorney

DocuSigned by:
Shannon Buckley
10/14/2021 | 1:27 PM PDT
678FB33A1E42483...
Director of Administrative Services

EXHIBIT A
CONTRACTOR'S PROPOSAL
[ATTACHED]

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**SECTION C
BID DOCUMENTS**

BIDDER'S PROPOSAL**MAIN STREET INTERCHANGE IMPROVEMENT PROJECT
CIP PROJECT NO. Z10017**Company: Griffith Company

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: **Three Hundred (300) Working Days from Issuance of Notice to Proceed (NTP) by City to Contractor.**

BID SCHEDULE

BID ITEM LIST						
ITEM NO.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	070030	LEAD COMPLIANCE PLAN	LS	1	2,800.-	2,800.-
2	100100	DEVELOP WATER SUPPLY	LS	1	14,450.-	14,450.-
3	120100	TRAFFIC CONTROL SYSTEM (INCLUDING CONSTRUCTION AREA SIGNS AND FLAGGING)	LS	1	30,000.- 40,750.-	30,000.- 40,750.-
4	120120	TYPE III BARRICADE	EA	15	91.-	1,365.-
5	120169	TEMPORARY TRAFFIC STRIPE (PAINT)	LF	7,035	1.10	7,738.50
6	120166	CHANNELIZERS (SURFACE MOUNTED)	EA	183	33.50	6,130.50
7	120300	TEMPORARY PAVEMENT MARKERS	EA	166	14.-	2,324.-
8	124000	TEMPORARY PEDESTRIAN ACCESS ROUTE	LS	1	17,500.-	17,500.-
9	128651	PORTABLE CHANGEABLE MESSAGE SIGN	EA	5	9,100.-	45,500.-
10	129000	TEMPORARY RAILING (TYPE K)	LF	3,880	31.75	123,190.-
11	129100	TEMPORARY CRASH CUSHION MODULE	EA	84	230.-	19,320.-
12	130100	JOB SITE MANAGEMENT	LS	1	21,250.-	21,250.-
13	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	2,000.-	2,000.-
14	130310	RAIN EVENT ACTION PLAN	EA	10	200.-	2,000.-
ADD #2 15-1	130320	STORMWATER SAMPLING AND ANALYSIS DAY	EA	10	150.-	1,500.-
16	130330	STORM WATER ANNUAL REPORT	EA	2	525.-	1,050.-
ADD #2 15-2	130505	MOVE-IN/MOVE-OUT (EROSION CONTROL)	EA	1	750.-	750.-
17	130560	TEMPORARY SOIL BINDER	SQ YD	4,300	0.25	1,075.-
18	130610	TEMPORARY CHECK DAM	LF	25	36.50	912.50
19	130620	TEMPORARY DRAINAGE INLET PROTECTION	EA	15	480.-	7,200.-

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20	130640	TEMPORARY FIBER ROLL	LF	4,280	5.-	21,400.-
21	130680	TEMPORARY SILT FENCE	LF	880	9.-	8,010.-
22	130710	TEMPORARY CONSTRUCTION ENTRANCE	EA	8	4,000.-	32,000.-
23	130730	STREET SWEEPING AND VACUUMING	LS	1	25,000.-	25,000.-
24	130900	TEMPORARY CONCRETE WASHOUT	LS	1	750.-	750.-
25	141103	REMOVE YELLOW THEROMPLASTIC TRAFFIC STRIPE (HAZARDOUS WASTE)	LS	1	2,545.-	2,545.-
26	141120	TREATED WOOD WASTE	LS	1	5,700.-	5,700.-
27	146002	CONTRACTOR-SUPPLIED BIOLOGIST	LS	1	8,200.-	8,200.-
28	148005	NOISE MONITORING SYSTEM (INCLUDING SYSTEM)	LS	1	7,900.-	7,900.-
29	160110	TEMPORARY HIGH-VISIBILITY FENCE (TYPE ESA)	LF	2,050	4.10	8,405.-
30	170103	CLEARING AND GRUBBING	LS	1	42,250.-	42,250.-
31	190101	ROADWAY EXCAVATION	CY	6,260	54.- 54.00	338,040.- 338,040.-
32	192037	STRUCTURAL EXCAVATION (RETAINING WALL)	CY	2,888	115.00 23.50	332,120.- 242,200.-
33	192060	STRUCTURAL EXCAVATION (GROUND ANCHOR WALL)	CY	454	45.-	20,430.-
34	193013	STRUCTURAL BACKFILL (RETAINING WALL)	CY	2,073	55.-	114,015.-
35	193027	STRUCTURAL BACKFILL (GROUND ANCHOR WALL)	CY	48	324.-	15,552.-
36	193031	PERVIOUS BACKFILL MATERIAL (RETAINING WALL)	CY	86	55.-	4,730.-
37	200002	ROADSIDE CLEARING	LS	1	32,600.- 32,600.-	32,600.-
38	200114	ROCK BLANKET	SQ FT	8,000	17.75	142,000.-
39	200122	WEED GERMINATION	SQ YD	8,265	1.-	8,265.-
40	200123	CULTIVATION	SQ YD	6,930	1.20	8,316.-
41	202006	SOIL AMENDMENT	CY	3	70.-	210.-
42	202039	SLOW-RELEASE FERTILIZER	LB	30	2.40	72.-
43	203100	SOIL TESTING	EA	4	112.-	452.-
44	204035	PLANT (GROUP A)	EA	15	17.80	267.-
45	204036	PLANT (GROUP B)	EA	30	30.70	921.-
46	204038	PLANT (GROUP U)	EA	17	142.50	2,422.50
47	204096	MAINTAIN EXISTING PLANTED AREAS	LS	1	38,500.-	38,500.-
48	204097	PLANT ESTABLISHMENT WORK (MINIMUM BID)	LS	1	59,025.-	59,025.-
49	205034	DECOMPOSED GRANITE	SQ FT	4,050	5.25	21,262.50

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50	205035	WOOD MULCH	CY	745	151.-	112,445.-
51	206400	CHECK AND TEST EXISTING IRRIGATION FACILITIES	LS	1	10,845.-	10,845.-
52	206402 A	OPERATE EXISTING IRRIGATION FACILITIES	LS	1	21,690.-	21,690.-
53	206560	CONTROL AND NEUTRAL CONDUCTORS	LS	1	4,200.-	4,200.-
54	206562	1" REMOTE CONTROL VALVE	EA	5	711.-	3,555.-
55	206564	1 1/2" REMOTE CONTROL VALVE	EA	15	789.-	11,745.-
56	206565	2" REMOTE CONTROL VALVE	EA	1	1,200.-	1,200.-
57	208446	RISER SPRINKLER ASSEMBLY (GEAR DRIVEN)	EA	4	66.-	264.-
58	208447	POP-UP SPRINKLER ASSEMBLY (GEAR DRIVEN)	EA	81	62.-	5,109.-
59	208448	RISER SPRINKLER ASSEMBLY	EA	30	60.-	1,800.-
60	208588	3" GATE VALVE	EA	5	1,800.-	9,000.-
61	208594	3/4" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	1,090	5.40	5,886.-
62	208595	1" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	1,235	5.90	7,285.50
63	208596	1 1/4" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	830	6.70	5,561.-
64	208597	1 1/2" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	275	7.30	2,007.50
65	208598	2" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	335	8.10	2,713.50
66	208599	2 1/2" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	1,490	9.70	14,457.-
67	208607	3" PLASTIC PIPE (CLASS 315) (SUPPLY LINE)	LF	650	12.50	8,125.-
68	220101	FINISHING ROADWAY	LS	1	16,000.-	16,000.-
69	260203	CLASS 2 AGGREGATE BASE	CY	2,460	105.-	258,300.-
70	398001	REMOVE ASPHALT CONCRETE PAVEMENT	SQ FT	700.0	8.-	5,600.-
71	390095	REPLACE ASPHALT CONCRETE SURFACING	CY	3.7	850.- 230.50	3,145.-
72	390100	PRIME COAT	TON	21.65	1,250.-	27,062.50
73	390132	HOT MIX ASPHALT - TYPE A	TON	1,490	152.-	226,480.-
74	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	2,370	123.-	291,510.-
75	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SF	62.7	25.-	1,567.50
76	397005	TACK COAT	TON	13.9	965.-	13,413.50
77	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT (0.15' MAXIMUM)	SQ YD	17,650	3.50	61,775.-
78	460200	GROUND ANCHOR (VERTICAL)	EA	18.0	2,800.-	50,400.-
79	460210	GROUND ANCHOR (SUBHORIZONTAL)	EA	102	3,800.-	387,600.-
80	510060 (F)	STRUCTURAL CONCRETE, RETAINING WALL	CY	991.0	1025.-	1,015,775.-

City of Lake Elsinore
CIP Project No. Z10017

81	510502 (F)	MINOR CONCRETE (MINOR STRUCTURE)	CY	22.83	3,480.07	79,450.-
82	511035 (F)	ARCHITECTURAL TREATMENT	SQ FT	4,495.0	36.50	164,067.50
83	520103 (F)	BAR REINFORCING STEEL (RETAINING WALL)	LB	160,863	2.00	321,726.-
84	530101	SHOTCRETE (STRUCTURAL)	CY	220	2,400.00	528,000.-
85	650014	18" REINFORCED CONCRETE PIPE	LF	119	670.00	79,730.-
86	650018	24" REINFORCED CONCRETE PIPE	LF	16	1,180.-	18,880.-
87	665006	8" CORRUGATED STEEL PIPE (0.079" THICK) IRRIGATION CROSSOVER	LF	60	256.00	15,360.-
88	665017	18" CORRUGATED STEEL PIPE (0.079" THICK)	LF	242	237.00	57,354.-
89	665023	24" CORRUGATED STEEL PIPE (0.079" THICK)	LF	15	840.00	12,600.-
90	700617	DRAINAGE INLET MARKER	EA	14	617.00	8,638.-
91	700639	36" CORRUGATED STEEL PIPE INLET (0.109" THICK)	LF	16.45	1,700.00	27,965.-
92	707050 A	DRAINAGE INLET (TYPE OL-14)	EA	1	21,000.00	21,000.-
93	707050 B	DRAINAGE INLET (TYPE OL-21) (MODIFIED)	EA	1	24,780.00	24,780.-
94	707050 C	DRAINAGE INLET (TYPE G2)	EA	1	15,800.00	15,800.-
95	720008 x	REMOVE SLOPE PAVING (SQ YD)	SQ YD	2,117	9.50	20,111.50
96	721810	SLOPE PAVING (CONCRETE)	CY	54.0	807.00	43,578.00
97	730040 (F)	MINOR CONCRETE (GUTTER)	LF	676.0	61.00	41,236.-
98	731510 (F)	MINOR CONCRETE (SIDEWALK AND DRIVEWAY)	CY	109.3	560.00	61,208.-
99	731623 (F)	MINOR CONCRETE (CURB RAMP)	CY	12.4	2,570.00	31,868.-
100	731626 (F)	MINOR CONCRETE (CURB AND GUTTER)	CY	102	660.00	67,320.-
101	780280	REMOVE AND REPLACE MONUMENT	EA	6	2,050.00	12,300.-
102	803050 x	REMOVE CHAIN LINK FENCE	LF	100	21.00	2,100.-
103	803140	RECONSTRUCT CHAIN LINK FENCE	LF	20	180.00	3,600.-
104	810120 x	REMOVE PAINTED TRAFFIC STRIPE AND MARKING	LF	4,700	0.67	3,149.-
105	810170	DELINEATORS (CLASS 1)	EA	45	60.00	2,700.-
106	810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	485	4.50	2,167.50
107	820270 x	REMOVE ROADSIDE SIGN (ONE OR TWO POST)	EA	10	85.00	850.00
108	820610 x	RELOCATE ROADSIDE SIGN (ONE POST)	EA	18	270.00	4,860.00
109	820610 x	RELOCATE ROADSIDE SIGN (TWO POST)	EA	2	540.00	1,080.-
110	820840	ROADWAY SIGNS (ONE POST)	EA	14	535.00	7,490.-
111	820850	ROADWAY SIGNS (TWO POST)	EA	4	1,435.00	5,740.-

112	832005	MIDWEST GUARDRAIL SYSTEM	LF	888	57.00	50,416.00
113	832070	VEGETATION CONTROL (MINOR CONCRETE)	SQ YD	530	76.00	40,280.-
114	839521 (F)	CABLE RAILING	LF	660	38.00	25,080.-
115	839581	END ANCHOR ASSEMBLY (TYPE SFT)	EA	3	1,460.00	4,380.-
116	839584	ALTERNATIVE IN-LINE TERMINAL SYSTEM	EA	2	5,110.00	10,220.-
117	839752	REMOVE GUARDRAIL (INCLUDING ANCHOR ASSEMBLY (SRT))	LF	588	9.50	5,586.-
118	840502	THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY)	LF	11,100	1.10	12,210.-
119	840505	6" THERMOPLASTIC PAVEMENT STRIPE	LF	273	1.00	273.-
120	840506	8" THERMOPLASTIC PAVEMENT STRIPE	LF	3,523	1.50	5,284.50
121	840515	THERMOPLASTIC PAVEMENT MARKING	SQ FT	1,830	5.10	9,333.-
122	860889 A	MODIFY VEHICLE DETECTION SYSTEM	LS	1	19,150.-	19,150.-
123	870009	MAINTAIN EXISTING TRAFFIC MANAGEMENT SYSTEM ELEMENTS DURING CONSTRUCTION	LS	1	9,390.-	9,390.-
124	870401 A	SIGNAL AND LIGHTING (LOCATION 1 - SOUTHBOUND RAMP)	LS	1	300,000. 381,000.-	300,000. 381,000.-
125	870402 A	SIGNAL AND LIGHTING (LOCATION 2 - NORTHBOUND RAMP)	LS	1	325,000.-	325,000.-
126	870403 A	SIGNAL AND LIGHTING (LOCATION 3 - CAMINO DEL NORTE)	LS	1	215,000.-	215,000.-
127	870511 A	RAMP METERING SYSTEM (LOCATION 1R - NORTHBOUND ENTRANCE RAMP)	LS	1	225,000.-	225,000.-
128	870512 A	RAMP METERING SYSTEM (LOCATION 2R - SOUTHBOUND ENTRANCE RAMP)	LS	1	312,000.-	312,000.-
129	871812	INTERCONNECTION CONDUIT AND CABLE	LS	1	91,500.-	91,500.-
130	872130	MODIFY LIGHTING AND SIGN ILLUMINATION	LS	1	61,990.-	61,990.-
131	999990	MOBILIZATION (+/-5%)	LS	1	380,000. 315,000.-	380,000. 315,000.-
					Subtotal	1,982,393.50
SUPPLEMENTAL FUNDS (SF)						
132	066596	ADDITIONAL WATER POLLUTION CONTROL WORK	LS	1	500.-	500.-
133	066063 B	SERVICE CONNECTION	LS	1	5,000.-	5,000.-
134	066600 A	REPAIR EXISTING IRRIGATION FACILITIES	LS	1	8,920.-	8,920.-
135	130200	PREPARE WPCP WATER POLLUTION CONTROL PLAN	LS	1	190.-	190.-
136	066596	ADDITIONAL WATER POLLUTION CONTROL WORK	LS	1	0.00	0.00
					Subtotal	15,210.-
AGENCY FURNISHED MATERIAL (AFM)						
137	066062	COZEEP	LS	1	100.-	100.-
138	066063	TRAFFIC MANAGEMENT PLAN PUBLIC INFORMATION	LS	1	100.-	100.-

City of Lake Elsinore
CIP Project No. Z10017

139	066841 A	2070E TRAFFIC CONTROLLER ASSEMBLY (LOCATION 1R - NB ENTRANCE RAMP)	EA	1	100.-	100.-
140	066842 A	2070E TRAFFIC CONTROLLER ASSEMBLY (LOCATION 2R - SB ENTRANCE RAMP)	EA	1	100.-	100.-
141	066843 A	2070E TRAFFIC CONTROLLER ASSEMBLY (LOCATION 1 - SB RAMPS)	EA	1	100.-	100.-
142	066844 A	2070E TRAFFIC CONTROLLER ASSEMBLY (LOCATION 2 - NB RAMPS)	EA	1	100.-	100.-
143	066845 A	2070E TRAFFIC CONTROLLER ASSEMBLY (LOCATION - 3 CAMINO DEL NORTE)	EA	1	100.-	100.-
144	066852 A	TYPE 334 CONTROLLER CABINET (LOCATION 1R - NB ENTRANCE RAMPS)	EA	1	100.-	100.-
145	066853 A	TYPE 334 CONTROLLER CABINET (LOCATION 2R - SB ENTRANCE RAMPS)	EA	1	100.-	100.-
146	066916	CONSTRUCTION GENERAL PERMIT FEE	LS	1	100.-	100.-
TOTAL						1,000.-

TOTAL BID PRICE:

<p>TOTAL BID PRICE BASED ON BID SCHEDULE TOTAL OF UNIT PRICES FOR MAIN STREET INTERCHANGE IMPROVEMENT PROJECT</p> <p style="font-size: 1.2em; margin: 10px 0;">\$ <u>7,998,603.50</u></p> <p style="text-align: center; margin: 0;">Total Bid Price in Numbers</p> <p style="font-size: 1.2em; margin: 10px 0;">\$ <u>Seven million, nine hundred ninety eight thousand six</u></p> <p style="text-align: center; margin: 0;">Total Bid Price in Written Form</p> <p style="font-size: 1.2em; margin: 0;">hundred three dollars and fifty cents</p> <p style="font-size: 0.8em; margin: 0;">In case of discrepancy between the written price and the numerical price, the written price shall prevail.</p>

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.**

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.

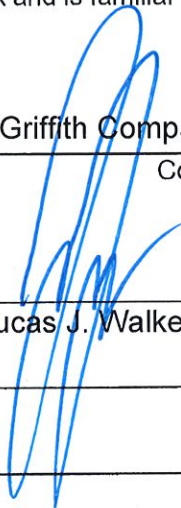
The above unit prices include all work appurtenant to the various items as outlined in the Specifications and all work or expense required for the satisfactory completion of said items. In case of discrepancies between unit prices and totals, the unit prices shall govern.

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.

Griffith Company

Contractor

Date: 08/26/2021

By: 
Lucas J. Walker, Vice President / Regional Manager

Contractor's State License No.: 88

Class: A, B, C-8, C12, C27, C31, HAZ

Department of Industrial Relations Registration No: 1000005611

Registration Date: 01/14/2015 Expiration Date: 06/30/2022

Address: 12200 Bloomfield Ave. Santa Fe Springs, Ca. 90670

Phone: 562-929-1128

FAX: 562-864-8970

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

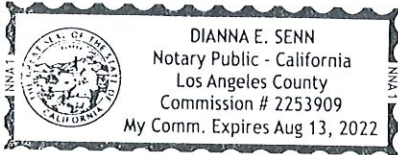
On August 26, 2021 before me, Dianna E. Senn, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Lucas J. Walker
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature *Dianna E. Senn*
Signature of Notary Public

OPTIONAL

Though the 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: Bidder's Proposal - Main Street Interchange Improvements - Z10017

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: Lucas J. Walker

Signer's Name: _____

Corporate Officer -- Title(s): Vice President/Regional Manager

Corporate Officer -- Title(s): _____

Individual

Individual

Partner --- Limited General

Partner --- Limited General

Attorney in Fact

Attorney in Fact

Trustee

Trustee

Guardian or Conservator

Guardian or Conservator

Other: _____

Other: _____

Signer is Representing: _____
Griffith Company

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

CONTRACTOR INFORMATION

**MAIN STREET INTERCHANGE IMPROVEMENT PROJECT
CIP PROJECT NO. Z10017**

Contractor's License No.: 88 Class: A, B, C-8, C12, C27, C31, HAZ

a. Date first obtained: 09/24/1929 Expiration 09/30/2022

b. Has Bidder's License ever been suspended or revoked? No.

If yes, describe when and why: N/A

c. Any current claims against License or Bond? No.

If yes, describe claims: N/A

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

<u>NAME</u>	<u>TITLE</u>	<u>LICENSE NO.</u> (If Applicable)
	Jaimie R. Angus: CEO/President – 3050 E. Birch St., Brea, Ca. 92821 – 714/984/5500	
	Ryan J. Aukerman: Exec. VP – 3050 E. Birch St., Brea, Ca. 92821 – 714/984/5500	
	Esteban A. Ruelas: CFO/SEC./TRES. – 3050 E. Birch St., Brea, Ca. 92821 – 714/984/5500	
	Lucas J. Walker: VP/Reg. Mgr. – 12200 Bloomfield Ave. Santa Fe Springs., Ca. 90670 – 562/929/1128	
	Starr N. Stallings: Asst. Sec. – 12200 Bloomfield Ave., Santa Fe Springs, Ca. 90670 – 562/929/1128	

VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS

**MAIN STREET INTERCHANGE IMPROVEMENT PROJECT
CIP PROJECT NO. Z10017**

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 NO (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 NO (circle one)

Code/Laws: N/A _____

Section/Article: N/A _____

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

3. Has Bidder been "default terminated" by an owner (other than for convenience), or has a Surety completed a contract for Bidder within the last five (5) years?

YES NO (circle one)

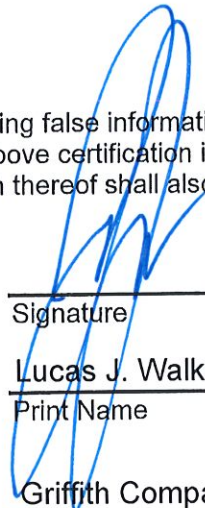
If "yes," please explain: N/A _____

4. Has Bidder been cited more than twice for failure to pay prevailing wages in the last five (5) years?

YES NO (circle one)

If "yes," please explain: N/A _____

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.



Signature

08/m/2021

Date

Lucas J. Walker, Vice President / Regional Manager

Print Name

Title

Griffith Company

Contractor Name

DISQUALIFICATION OR DEBARMENT

**MAIN STREET INTERCHANGE IMPROVEMENT PROJECT
CIP PROJECT NO. Z10017**

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: N/A Entity: N/A

Location: N/A


Reason: N/A

Provide Status and any Supplemental Statement: N/A

Has your firm been reinstated by this entity?

YES / NO (circle one)

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.

 08/20/2021
 Signature Date
Lucas J. Walker, Vice President / Regional Manager
 Print Name Title
Griffith Company
 Contractor Name

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

UTILITY AGREEMENT

**MAIN STREET INTERCHANGE IMPROVEMENT PROJECT
CIP PROJECT NO. Z10017**

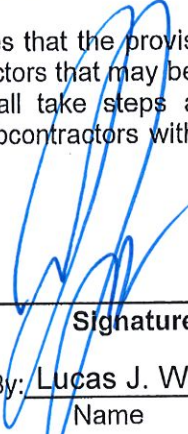
**HONORABLE MAYOR AND CITY COUNCIL
CITY OF LAKE ELSINORE, CALIFORNIA**

The undersigned hereby promises and agrees that in the performance of the work specified in this contract for Project No. Z10017, MAIN STREET INTERCHANGE IMPROVEMENT PROJECT, (I) (we) (it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary, primary or transmission facilities. The term "Qualified person" is defined in Title 8, California Administrative code, Section 2700, as follows:

Qualified Person: A person who by reason of experience or instruction, is familiar with the operation to be performed and the hazards involved."

The undersigned also promises and agrees that all such work shall be performed in accordance with all applicable electrical utility company's requirements, Public Utility Commission orders, and State of California Cal-OSHA requirements.

The undersigned further promises and agrees that the provisions herein shall be and are binding upon any subcontractor or subcontractors that may be retained or employed by the undersigned, and that the undersigned shall take steps as are necessary to assure compliance by any said subcontractor or subcontractors with the requirements contained herein.



Signature

By: Lucas J. Walker

Name

Vice President / Regional Manager

Title

Griffith Company

Contractor Name

PUBLIC CONTRACT CODE

**MAIN STREET INTERCHANGE IMPROVEMENT PROJECT
CIP PROJECT NO. Z10017**

Public Contract Code Section 10285.1 Statement

In accordance with Public Contract Code Section 10285.1 (Chapter 376, State. 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 accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

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

Yes _____
No ✓ _____

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

Public Contract Code 10232 Statement

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

Lucas J. Walker 08/26/2024
Signature Date
Lucas J. Walker, Vice President / Regional Manager
Print Name Title
Griffith Company
Contractor Name



GRIFFITH COMPANY LICENSE CERTIFICATE

CORPORATE OFFICE
3050 E. Birch Street
Brea, CA 92821
[714] 984-5500
Fax [714] 854-9754

CENTRAL REGION
1128 Carrier Parkway Ave.
Bakersfield, CA 93308
[661] 392-6640
Fax [661] 393-9525

SOUTHERN REGION
12200 Bloomfield Ave.
Santa Fe Springs, CA 90670
[562] 929-1128
Fax [562] 864-8970

STRUCTURE DIVISION
3050 E. Birch Street
Brea, CA 92821
[714] 984-5500
Fax [714] 854-0227

UNDERGROUND DIVISION
3050 E. Birch Street
Brea, CA 92821
[714] 984-5500
Fax [714] 854-0226

LANDSCAPE DIVISION
12200 Bloomfield Ave.
Santa Fe Springs, CA 90670
[562] 929-1128
Fax [562] 863-3488

CONCRETE DIVISION
12200 Bloomfield Ave.
Santa Fe Springs, CA 90670
[562] 929-1128
Fax [562] 864-8970

www.griffithcompany.net

Contractors
License #88



I certify under penalty of perjury under the laws of the State of California that the following is true and correct.

88

State Contractor's License No.

Lucas J Walker, Vice President / Regional Manager



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **88**

Entity **CORP.**

Business Name **GRIFFITH COMPANY**

Registration Code **A B C-8 C12 C27 HAZ C31**

Expiration Date **09/30/2022**

www.cslb.ca.gov



Contractor Information

Legal Entity Name
GRIFFITH COMPANY
Legal Entity Type
Corporation
Status
Active
Registration Number
1000005611
Registration effective date
07/01/19
Registration expiration date
06/30/22
Mailing Address
3050 EBIRCH ST BREA 92821 CA United States of America
Physical Address
3050 EBIRCH ST BREA 92821 CA United States of America
Email Address
srueas@griffithcompany.net
Trade Name/DBA
License Number (s)
CSLB:88

Registration History

Effective Date	Expiration Date
05/25/18	06/30/19
05/08/17	06/30/18
06/01/16	06/30/17
06/01/15	06/30/16
01/14/15	06/30/15
07/01/19	06/30/22



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Fax [714] 854-0227

UNDERGROUND DIVISION

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Brea, CA 92821
[714] 984-5500
Fax [714] 854-0226

LANDSCAPE DIVISION

3050 E. Birch Street
Brea, CA 92821
[714] 984-5500
Fax [714] 854-7843

CONCRETE DIVISION

12200 Bloomfield Ave.
Santa Fe Springs, CA 90670
[562] 929-1128
Fax [562] 929-7116

MATERIALS DIVISION

3050 E. Birch Street
Brea, CA 92821
[714] 984-5500
Fax [714] 854-9754

ENVIRONMENTAL DIVISION

3050 E. Birch Street
Brea, CA 92821
[714] 984-5500
Fax [714] 854-9754

www.griffithcompany.net

CA Contractors
License #88

NV Contractors
License #78889

AZ Contractors
License #292209



MEMORANDUM

TO: All Griffith Company Employees
FROM: Griffith Company Board of Directors
Jaimie R. Angus, President & CEO
DATE: March 16, 2020
SUBJECT: Election of Company Officers

Griffith Company Board of Directors is pleased to announce election of the following officers for the 2020 calendar year, effective January 1, 2020:

- Jaimie R. Angus: President and Chief Executive Officer
- Ryan J. Aukerman: Executive Vice President
- Esteban A. Ruelas: Treasurer and Chief Financial Officer
Secretary
- David A. Diaz: Vice President
Field Operations Manager
- Daniel A. McGrew: Vice-President, Business Development
- Lucas J. Walker: Vice President
Regional Manager
- Walter E. Weishaar: Vice President
Regional Manager
- Denise Denapoli: Assistant Secretary
- Starr N. Stallings: Assistant Secretary



CORPORATE OFFICE

3050 E. Birch Street
Brea, CA 92821
[714] 984-5500
Fax [714] 854-9754

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Fax [661] 393-9525

SOUTHERN REGION

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Fax [562] 864-8970

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Fax [714] 854-0227

UNDERGROUND DIVISION

3050 E. Birch Street
Brea, CA 92821
[714] 984-5500
Fax [714] 854-0226

LANDSCAPE DIVISION

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Brea, CA 92821
[714] 984-5500
Fax [714] 854-7843

CONCRETE DIVISION

12200 Bloomfield Ave.
Santa Fe Springs, CA 90670
[562] 929-1128
Fax [562] 929-7116

MATERIALS DIVISION

3050 E. Birch Street
Brea, CA 92821
[714] 984-5500
Fax [714] 854-9754

ENVIRONMENTAL DIVISION

12200 Bloomfield Ave.
Santa Fe Springs, CA 90670
[562] 929-1128
Fax [562] 864-8970

www.griffithcompany.net

CA Contractors
License #88

NV Contractors
License #78889

AZ Contractors
License #292209



MEMORANDUM

TO: All Griffith Company Employees
FROM: Griffith Company Board of Directors
Jaimie R. Angus, President & CEO
DATE: March 22, 2021
SUBJECT: Authorized Signers

Griffith Company Board of Directors is pleased to announce that any one or more of the following positions are appointed as authorized signers and hereby authorized to execute and deliver in the name of and behalf of this Corporation any and all bids, authorizations, contracts, certifications, declarations and releases, including: bid bonds, labor and material bonds, performance bonds and stop notice bonds.

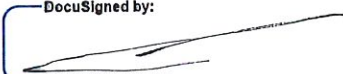
- | | |
|--------------------------|----------------------------|
| Bradley E. Austin | Chief Estimator |
| Martin M. Carpenter, Jr. | Division Manager |
| Mark G. Davenport | Division Manager |
| Jason R. Dennis | Chief Estimator |
| Miguel Fenley | Division Manager |
| Dennis Gansen | Division Manager |
| Edgar Martinez | Division Manager |
| Ronald B. Pierce | General Counsel |
| Jason C. Spear | Chief Estimator |
| Mac A. Tarrosa | Division Manager |
| Stephen Timm | Assistant Division Manager |

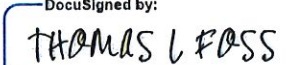
**BOARD RESOLUTION
ELECTION OF OFFICERS**

MARCH 22, 2021

BE IT RESOLVED, that the Board of Directors of Griffith Company elect the following individuals as the Officers of Griffith Company for the 2021 Calendar Year, effective January 4, 2021:

Jaimie R. Angus:	President and Chief Executive Officer
Ryan J. Aukerman:	Executive Vice President
Esteban A. Ruelas:	Vice President Treasurer and Chief Financial Officer Secretary
David A. Diaz:	Vice President Field Operations Manager
Daniel A. McGrew:	Vice President, Business Development
Lucas J. Walker:	Vice President Regional Manager
Walter E. Weishaar:	Vice President Regional Manager
Denise Denapoli:	Assistant Secretary
Starr N. Stallings:	Assistant Secretary

DocuSigned by:

31CEB5A61066401...
Esteban A. Ruelas
Secretary

DocuSigned by:

1CCDED9D41804E0...
Attest: Thomas L. Foss
Chairman of the Board

BOARD RESOLUTION
AUTHORIZED SIGNERS OF THE CORPORATION
MARCH 22, 2021

BE IT RESOLVED, that any one or more of the Officers of this Corporation are hereby authorized to execute and deliver in the name of this corporation any and all bids, authorizations, contracts, notes, deeds, bonds, stocks, declarations, releases and agreements of any nature or sort whatever.


FURTHER RESOLVED, that any one or more of the following are appointed as authorized signers and hereby authorized to execute and deliver in the name of and behalf of this Corporation any and all bids, authorizations, contracts, certifications, declarations and releases, including: bid bonds, labor and material bonds, performance bonds and stop notice bonds.

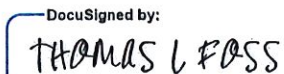
Regional Manager, Division Manager, Assistant Division Manager,
Chief Estimator, General Counsel

FURTHER RESOLVED, that any and all persons, firms, corporations, and other entities shall be entitled to rely on the authority of any one or more of the officers or authorized signers named to bind this Corporation by the execution and delivery of any of the documents or papers set forth hereinabove.

FURTHER RESOLVED, that the authority granted hereby shall not be modified or revoked except by a resolution to that effect passed by the Board of Directors of this Corporation.

FURTHER RESOLVED, that any and all authorization heretofore granted by this Corporation to any officers or authorized signers other than those named, to perform acts in the name of and on behalf of this Corporation similar to the acts authorized above, be and they are hereby revoked, rescinded and annulled.

DocuSigned by:

91CE85A61006481...
Esteban A. Ruelas
Secretary

DocuSigned by:

1CCDE9D41864E0...
Attest: Thomas L. Foss
Chairman of the Board

**EQUAL EMPLOYMENT OPPORTUNITY
AND
AFFIRMATIVE ACTION
UNDER EXECUTIVE ORDER 11246**

Effective January 10, 1964, Griffith Company developed an affirmative action plan for equal employment opportunity.

On April 11, 1978, this plan was revised and amplified.

In January, 1985, this plan was updated to meet the additional requirement of the Century Freeway (I-105).

In March, 1987, this plan was revised and amplified.

The February 7, 1992 revision was a restatement of said program, including additional requirements of the Century Freeway.

In January, 2005, this plan was updated with the current EEO Officer information.

In January 2008, this plan was updated with the current President information.

In February 2016, this plan was updated.

In February 2018, this plan was updated with the current EEO Officer information.

In February 2019, this plan was updated with the current President/CEO information.

Statement of policy In order to provide equal employment opportunities to all qualified persons without regard to race, color, religion, sex, national origin, disability, sexual orientation, gender identity, protected veteran status, or any other protected class status this company agrees to do the following: (1) recruit, hire, train, and promote persons in all job titles, without regard to race, color, religion, sex, national origin, disability, sexual orientation, gender identity, protected veteran status, or any other protected class status (2) base decisions on employment so as to further the principle of equal employment opportunity, (3) ensure that promotion decisions are in accord with principles of equal employment opportunity by imposing only valid requirements for promotional opportunities, (4) ensure that all personnel actions, including but not limited to compensation, benefits, transfers, lay-offs, return from layoffs, company sponsored training, education, tuition assistance, social and recreational programs, will be administered without regard to race, color, religion, sex, national origin, disability, sexual orientation, gender identity, protected veteran status, or any other protected class status.

Responsibility for the Program Jaimie R. Angus, President/CEO will personally oversee the program and will appoint Daniel A. McGrew as the Equal Employment Opportunity Officer (hereinafter referred to as the EEO Officer) to carry out the program. The EEO Officer is hereby given full authority to carry out

the program and is given the responsibility and authority to perform in-depth analyses of the company's total employment process to determine whether and where impediments to equal employment opportunity exist, including but not limited to the following:

1. Develop policy statements and internal and external communication procedures.
2. Assist line management in collecting and analyzing employment data, identifying problem areas, setting goals and timetables and developing programs to achieve goals. Such programs shall include specific remedies to eliminate any discriminatory practices discovered in the employment system.
3. Design, implement and monitor internal audit and reporting systems to measure program effectiveness and to determine where progress has been made and where further action is needed and, if necessary, to assure that such action is taken.
4. Report, at least quarterly, to Jaimie R. Angus on the progress of each unit in relation to company goals.
5. Serve as liaison between the company, government regulatory agencies, minority and female's organizations and other community groups.
6. Assure that current legal information affecting affirmative action is disseminated to responsible officials.

Dissemination of policy

1. Internal Dissemination of Policy In order to disseminate the EEO Policy to all members of the company staff who are authorized to hire, supervise, promote and discharge employees, or who recommend such action, the company will take the following steps:
 - (a) Include the policy in the company's policy manual;
 - (b) Publicize the policy in company newspapers, magazines, annual reports, and other available media devices;
 - (c) Conduct special meetings with executive, management, and supervisory personnel to explain the intent of the policy and individual responsibility for effective implementation, making clear the chief executive officer's attitude with respect to affirmative action obligations;
 - (d) Schedule special meetings with all other employees to discuss policy and explain individual employee responsibilities;
 - (e) Discuss the policy thoroughly in both employee orientation and management training programs;

(f) Meet with union officials as appropriate to inform them of the policy, and to request their cooperation;

(g) Include non-discrimination clauses in any union agreements, and review all contractual provisions to ensure they are non-discriminatory;

(h) Publish articles in company publications covering EEO programs, progress reports, promotions, etc., for minority and female employees;

(i) Post policy on the company bulletin boards;

(j) Ensure that employees featured in product or consumer advertising, employee handbooks or similar publications include both minority and non-minority males and females;

(k) Inform employees of the existence of the company's affirmative action policy and enable employees to avail themselves of its benefits;

(l) Maintain a working environment free of harassment, intimidation, and coercion at all sites and in all facilities at which Griffith Company employees are assigned to work. Griffith Company shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Griffith Company's obligation to maintain such a working environment, with specific attention to minorities or females working at such sites or in such facilities.

2. External Dissemination of Policy In order to make the company's Equal Employment Opportunity Policy known to all employees, prospective employees, and potential sources of employees, such as schools, employment agencies, labor unions, and college placement offices, the company will take the following action:

(a) Inform all recruitment sources verbally and in writing of the company policy, stipulating that these sources actively recruit and refer minorities and females for all positions listed;

(b) Incorporate the equal opportunity clause in all purchase orders, leases, and contracts covered by Executive Order 11246, as amended, and its implementing regulations;

(c) Notify minority and female organizations, community agencies, community leaders, secondary schools, and colleges of the company policy, preferably in writing;

(d) Inform prospective employees of the existence of the company's affirmative action policy and enable such prospective employees to avail themselves of its benefits;

(e) Ensure that employees pictured in consumer or help wanted advertising include both minority and non-minority males and females;

- (f) Send written notification of the company policies to all subcontractors, vendors, and suppliers with requests for appropriate action on their part.

Sexual Harassment - Definition and Policy

It is the policy of Griffith Company to maintain a work place free of sexual harassment, intimidation and coercion. All allegations of sexual harassment will be fully reviewed. Disciplinary action will be taken against any employee found to have sexually harassed another employee. Sexual harassment is defined as, but not limited to:

Any repeated or unwarranted verbal, visual or physical sexual action, sexually explicit derogatory statement or remark of a sexual nature made by someone in the work place which can be reasonably determined by the recipient and the person(s) reviewing the complaint to be offensive or objectionable or which may cause the recipient or anyone in the immediate area discomfort or humiliation.

The company will investigate all complaints of alleged sexual harassment in connection with its obligations under its contracts, will attempt to resolve such complaints, and will take appropriate corrective action. If the investigation indicates that the sexual harassment may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the company will inform the complainant of its finding and of all avenues of appeal within thirty (30) days of receiving the complaint.

To minimize the occurrence of sexual harassment in the work place, and to ensure that all employees understand that such actions will not be tolerated, managers and supervisors shall distribute the policy to every employee and periodically reinforce the importance of compliance.

Utilization of Minorities and Females The company will make a good faith effort to meet the designated goals set for the by the Office of Federal Contract Compliance Programs for utilizing minorities and females in the various crafts on all construction jobs during the time this contractor has a federally-assisted or direct federal construction contract.

Recruitment

1. When advertising for employees, the company will include in all advertisements for employees the notation: "An Equal Opportunity Employer". The company will insert advertisements in newspapers or other publications having a large circulation among minority and female groups in the area from which the company's workforce would normally be derived.
2. The company will conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, state employment agencies, schools, colleges and minority group organizations. To meet these requirements, the company will, through the EEO Officer, identify sources of potential minority and female group employees and establish procedures whereby applicants may be referred to the company for employment consideration.

3. The company will encourage its present employees to refer minority and female group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees.

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

1. Periodic inspections of project sites will be conducted to ensure that working conditions and employee facilities do not allow discriminatory treatment of project site personnel.
2. The spread of wages paid within each classification will be periodically evaluated to determine any evidence of discriminatory wage practices.
3. The company will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the company 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.
4. The company will investigate all complaints of alleged discrimination in connection with its obligations under its contracts, will attempt to resolve such complaints, and will take appropriate corrective action. 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 company will inform the complainant of its finding and of all avenues of appeal within thirty (30) days of receiving the complaint.

Training and Promotion

1. The company will assist in locating, qualifying and increasing the skills of minority and female employees and applicants for employment.
2. Consistent with its requirements and as permissible under Federal and State regulations, the company will make full use of training programs, such as pre-apprenticeship, apprenticeship, or on-the-job training programs, for the geographical area of contract performance.
3. To the extent possible, the company will advise employees and applicants for employment of available training programs and entrance requirements for such programs.
4. The company will periodically review the training and promoting potential of minority and female employees and will encourage eligible employees to apply for such training and promotion.

Unions The company will use its best efforts to obtain the cooperation of any unions with which it has

collective bargaining relationships to increase minority and female opportunities within the unions, and to effect referrals of minority and female employees by such unions.

1. The company will cooperate with unions, as appropriate, to develop joint training programs aimed at qualifying more minority and female employees for membership in the unions and increasing the skills of minority and female employees so that they may have the opportunity to qualify for higher paying employment.
2. The company will encourage the incorporation of an equal employment opportunity clause into any union agreements stating that such unions will be bound contractually to refer applicants without regard to race, color, religion, sex, national origin, or disability.
3. In the event a union is unable to refer minority and female applicants as requested by the company within the time limit set forth in a union agreement, the company will, through its own recruitment procedures, fill the employment vacancies without regard to race, color, religion, sex, national origin, or disability, making every effort to obtain qualified female employees.
4. The company will provide immediate written notification to the Director when a union with which it has a collective bargaining agreement fails to refer a minority or female, or when the company has other information that the union referral process is impeding its efforts to meet its obligations.

Subcontracting

1. When required by federal contract the company will use its best effort to utilize minority group subcontractors, suppliers and vendors. The company, however, reserves the right to determine if the firm is a bona fide Minority Business Enterprise.
2. The company will use its best effort to assure subcontractor compliance with equal employment opportunity obligations through monitoring and enforcement of "Section 21 - Recourse by Contractor" and "Section 22 - Indemnity Clause for Equal Employment Opportunity Violations" contained in Griffith Company's construction subcontract.

Records and Reports

1. The company will keep such records as are necessary to determine compliance with its equal employment opportunity obligations. The records kept by the company will be designed to indicate:
 - (a) The number of minority, non-minority and female group member employees in each work classification.
 - (b) The progress and efforts being made (in cooperation with unions, if appropriate) to increase protected group employment opportunities.
 - (c) The progress and efforts being made in locating, hiring, training, qualifying and

upgrading protected group employees.

(d) The progress and efforts being made in securing the services of minority group subcontractors.

2. All such records will be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State and Federal governments. The company reserves the right to require these representatives to show proper credentials.

3. The company will submit all reports required by Executive Order 11246 and appropriate state and federal agencies, and will permit access to its books, records, and accounts by the appropriate governmental agencies and the Secretary of Labor for purposes of investigation to ascertain compliance with the rules, regulations and orders of the Secretary of Labor promulgated pursuant to Executive Order 11246.

Other Work The company agrees that it will be bound by the Equal Opportunity Clause required by Executive Order 11246 with respect to its own employment practices when it participates in nonfederal construction work during which time it also has a federally-assisted or direct federal contract.

Assistance in Compliance The company agrees it will assist and cooperate actively with the appropriate governmental agencies and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the Equal Opportunity Clause and the rules, regulations, and relevant orders of the Secretary of Labor. The company will furnish such information as may be required for the supervision of such compliance.

Non-Segregated Facilities All employee facilities provided by the company shall be non-segregated. These include, but are not limited to, rest areas, parking lots, drinking fountains, and all other such common facilities. Toilets and necessary changing facilities will offer privacy to both males and females.

Post-Award Compliance It is understood that the OFCCP may review the company's employment practices as well as those of any subcontractors the company has employed during the performance of a federally-assisted or direct federal contract. If the goals for the employment of minorities and females set by the OFCCP are not being met, the company shall still be given an opportunity to demonstrate that it has made every good faith effort to meet its commitment.

For the purpose of this policy statement, the term "minority" means Black, Hispanic, Asian and Pacific Islander, American Indian and Alaskan Native.

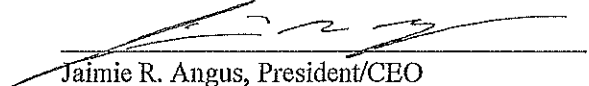
For the purpose of this policy statement, a bona fide Minority Business Enterprise is a business, firm, or corporation which is at least fifty one percent (51%) owned and operated by a minority person or persons.

The purpose of the company's commitment to specific goals for the utilization of minority and/or female employees is to meet the affirmative action obligations under the Equal Opportunity Clause of a federal or federally-assisted contract. This commitment is not intended and shall not be used to discriminate against any qualified applicant or employee.

Refusal to Deal with Debarred or Ineligible Contractors or Subcontractors The company agrees that it will refrain from entering into any contract or contract modifications subject to Executive Order 11246 with a contractor or subcontractor debarred from or who has not demonstrated eligibility for direct federal or federally-assisted construction contracts pursuant to Executive Order 11246.

Griffith Company will use its best effort to meet the goals set forth in the contract specifications. Complaints of non-compliance and grievances are to be directed to the attention of the company's designated Equal Opportunity Officer:

Daniel A. McGrew
Griffith Company
3050 E. Birch St.
Brea, CA 92821
(714) 984-5500



Jaimie R. Angus, President/CEO

Griffith Company

Company Name

February 19, 2019

Date

EXHIBIT B

LIST OF SUBCONTRACTORS

[ATTACHED]

LIST OF SUBCONTRACTORS

MAIN STREET INTERCHANGE IMPROVEMENT PROJECT
CIP PROJECT NO. Z10017

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: Drill Tech Drilling & Shoring
Keegan Arnt, keegan.arnt@drilltechdrilling.com (951) 277-9700
License Number: 748354
Address of Office, Mill or Shop: 2200 Wymore Way Antioch CA 94509
Specific Description of Sub-Contract: and Bid Items of Work: Ground Anchors & shotcrete
78, 79, 81 Value: \$545,040.00 DIR: 1000004860

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: _____

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 5-1.13A 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.

LIST OF SUBCONTRACTORS

**MAIN STREET INTERCHANGE IMPROVEMENT PROJECT
CIP PROJECT NO. Z10017**

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: Next Century Rebar
DIR: 1000028219

License Number: 718745
Address of Office, Mill or Shop: 603 S. Arrowhead Ave, San Bernardino, CA 92408

Specific Description of Sub-Contract: and Bid Items of Work: Rebar; #83

Name Under Which Subcontractor is Licensed: ~~Condon Johnson & Associates~~ (u)
~~DIR 1000004447~~ (u)

License Number: ~~300068~~ (u)
Address of Office, Mill or Shop: 480 Roland Way, Ste 200, Oakland, CA 94621 (u)

Specific Description of Sub-Contract: and Bid Items of Work: ~~Ground anchors & shotcrete~~ (u)
78, 79, 84 (u)

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 5-1.13A 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.

LIST OF SUBCONTRACTORS

MAIN STREET INTERCHANGE IMPROVEMENT PROJECT
CIP PROJECT NO. Z10017

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: Select Electric
DIR: 10000010710
License Number: 297034
Address of Office, Mill or Shop: 2790 Business Park
Specific Description of Sub-Contract: and Bid Items of Work: Electrical
123 thru 131, 140 thru 146

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: _____

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 5-1.13A 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.

LIST OF SUBCONTRACTORS

MAIN STREET INTERCHANGE IMPROVEMENT PROJECT
CIP PROJECT NO. Z10017

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: The J.V. Landclearing Company
DIR: 1000012250

License Number: 759306

Address of Office, Mill or Shop: 207 E. Arrow Highway, San Dimas, CA 91773

Specific Description of Sub-Contract: and Bid Items of Work: Clearing & Grubbing
31, 38

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: _____

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 5-1.13A 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.

LIST OF SUBCONTRACTORS

MAIN STREET INTERCHANGE IMPROVEMENT PROJECT
CIP PROJECT NO. Z10017

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: All American Asphalt
DIR: 1000001051

License Number: 267073

Address of Office, Mill or Shop: P.O. Box 2229, Corona, CA 92878

Specific Description of Sub-Contract: and Bid Items of Work: Asphalt Paving & Cold Placing
73, 74, 75, 76, 77, 78

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: _____

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 5-1.13A 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.

LIST OF SUBCONTRACTORS

MAIN STREET INTERCHANGE IMPROVEMENT PROJECT
CIP PROJECT NO. Z10017

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: Ace Fence Company
DIR: 1000004092

License Number: 996577

Address of Office, Mill or Shop: 727 Glendora Ave. La Puente, CA 91744

Specific Description of Sub-Contract: and Bid Items of Work: Fence & Guardrail
27 (partial), 103, 104, 113, 115, 116, 117, 118

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: _____

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 5-1.13A 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.

LIST OF SUBCONTRACTORS

MAIN STREET INTERCHANGE IMPROVEMENT PROJECT
CIP PROJECT NO. Z10017

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: Statewide Safety Systems
DR: 1000001109

License Number: 975518

Address of Office, Mill or Shop: 2225 Kansas Ave. Riverside, CA 92507

Specific Description of Sub-Contract: and Bid Items of Work: Roadside Signs and
Traffic Improvements: 3 (partial C.A.E), 4, 6, 11, 106, 108, 109, 110, 111, 112

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: _____

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 5-1.13A 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.

LIST OF SUBCONTRACTORS

MAIN STREET INTERCHANGE IMPROVEMENT PROJECT
CIP PROJECT NO. Z10017

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: Payco Specialties
DIR: 1000003515

License Number: 298637

Address of Office, Mill or Shop: 120 N. Second Ave. Chula Vista CA 91910

Specific Description of Sub-Contract: and Bid Items of Work: Pavement Markings:
1, 5, 7, 26, 105, 107, 119, 120, 121, 122,

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: _____

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 5-1.13A 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.

POLICY NUMBER: A-1CG-992818-04

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
THE OWNER AND CONTRACTOR, IF REQUIRED BY THE TERMS OF A WRITTEN CONTRACT THAT WAS FULLY EXECUTED PRIOR TO THE DATE OF THE "OCCURRENCE", AND ANY OTHER PERSONS OR ENTITIES SPECIFICALLY REQUIRED BY, AND IDENTIFIED BY NAME IN, THAT SAME CONTRACT.	LOCATIONS AS REQUIRED BY AN EXECUTED WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

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

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: A-1CG-992818-04

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
THE OWNER AND CONTRACTOR, IF REQUIRED BY THE TERMS OF A WRITTEN CONTRACT THAT WAS FULLY EXECUTED PRIOR TO THE DATE OF THE "OCCURRENCE", AND ANY OTHER PERSONS OR ENTITIES SPECIFICALLY REQUIRED BY, AND IDENTIFIED BY NAME IN, THAT SAME CONTRACT.	LOCATIONS AS REQUIRED BY AN EXECUTED WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

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

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

OLD REPUBLIC GENERAL INSURANCE CORPORATION

CHANGES ADDITIONAL INSURED PRIMARY WORDING SCHEDULE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**Name of Additional Insured Person(s)
Or Organization(s):**

Location(s) of Covered Operations

All locations as required by written contract

WHERE REQUIRED BY WRITTEN CONTRACT.

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

The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance of a like kind available to the person or organization shown in the schedule above unless the other insurance is provided by a contractor other than the person or organization shown in the schedule above for the same operation and job location. If so, we will share with that other insurance by the method described in paragraph 4.c. of Section IV – Commercial General Liability Conditions.

All other terms and conditions remain unchanged.

Named Insured	GRIFFITH COMPANY		
Policy Number	A-1CG-992818-04	Endorsement No.	000
Policy Period	12/31/2020 to 12/31/2021	Endorsement Effective Date:	12/31/2020
Producer's Name:	ALLIANT INSURANCE SERVICES, INC.		
Producer Number:	02P20		

AUTHORIZED REPRESENTATIVE

DATE

POLICY NUMBER: A-1CG-992818-04

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

<p>Name Of Person(s) Or Organization(s):</p> <p>WHERE REQUIRED BY AN EXECUTED WRITTEN CONTRACT.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

OLD REPUBLIC GENERAL INSURANCE CORPORATION

ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

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

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

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

SCHEDULE

Name of Person(s) or Organization(s): WHERE REQUIRED BY AN EXECUTED WRITTEN CONTRACT .

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

If the person or organization shown in the schedule qualifies as an 'insured' for Liability Coverage, and they have coverage as a first named insured under another policy, this policy is primary to and non-contributory with that other insurance.

All other terms, conditions, and exclusions apply.

Named Insured	GRIFFITH COMPANY		
Policy Number	A-1CA-992818-04	Endorsement No.	001
Policy Period	12/31/2020 to 12/31/2021	Endorsement Effective Date:	12/31/2020
Producer's Name:	Alliant Insurance Services, Inc.		
Producer Number:	02P20		

AUTHORIZED REPRESENTATIVE

DATE

POLICY NUMBER: A-1CA-992818-04

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

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

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

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

Named Insured: GRIFFITH COMPANY
Endorsement Effective Date: 12/31/2020

SCHEDULE

Name(s) Of Person(s) Or Organization(s): WHERE REQUIRED BY AN EXECUTED WRITTEN CONTRACT.
--

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

OLD REPUBLIC GENERAL INSURANCE CORPORATION

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

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

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

Schedule

WHEN REQUIRED BY WRITTEN CONTRACT .

The premium charge for this endorsement is \$0.00

Named Insured	GRIFFITH COMPANY		
Policy Number	A-1CW-992818-04	Endorsement No.	000
Policy Period	12/31/2020 to 12/31/2021	Endorsement Effective Date:	12/31/2020
Producer's Name:	ALLIANT INSURANCE SERVICES, INC.		
Producer Number:	02P20		

AUTHORIZED REPRESENTATIVE

DATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraphs 2. and 3. of the Cancellation Common Policy Condition are replaced by the following:

2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

a. 10 days before the effective date of cancellation if we cancel for:

- (1)** Nonpayment of premium; or
- (2)** Discovery of fraud by:
 - (a)** Any insured or his or her representative in obtaining this insurance; or
 - (b)** You or your representative in pursuing a claim under this policy.

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

- (1)** Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
- (2)** Discovery of fraud or material misrepresentation by:
 - (a)** Any insured or his or her representative in obtaining this insurance; or
 - (b)** You or your representative in pursuing a claim under this policy.
- (3)** A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
- (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
- (6) A determination by the Commissioner of Insurance that the:
- (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
 - (b) Continuation of the policy coverage would:
 - (i) Place us in violation of California law or the laws of the state where we are domiciled; or
 - (ii) Threaten our solvency.
 - (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
- b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3.a.
- B. The following provision is added to the **Cancellation** Common Policy Condition:
- 7. Residential Property**
- This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:
- Commercial Property Coverage Part
Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form
- a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in b. and c. below.
 - b. We may not cancel this policy solely because the first Named Insured has:
 - (1) Accepted an offer of earthquake coverage; or
 - (2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.
 - c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction (c.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
 - (1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or
 - (2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph D. Covered Causes Of Loss – Special.

d. If a state of emergency under California Law is declared and the residential property is located in any ZIP Code within or adjacent to the fire perimeter, as determined by California Law, we may not cancel this policy for one year, beginning from the date the state of emergency is declared, solely because the dwelling or other structure is located in an area in which a wildfire has occurred. However, we may cancel:

- (1) When you have not paid the premium, at any time by letting you know at least 10 days before the date cancellation takes effect;
- (2) If willful or grossly negligent acts or omissions by the Named Insured, or his or her representatives, are discovered that materially increase any of the risks insured against; or
- (3) If there are physical changes in the property insured against, beyond the catastrophe-damaged condition of the structures and surface landscape, which result in the property becoming uninsurable.

C. The following is added and supersedes any provisions to the contrary:

Nonrenewal

1. Subject to the provisions of Paragraphs **C.2.** and **C.3.** below, if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

a. We may elect not to renew such coverage for any reason, except as provided in **b.**, **c.** and **d.** below.

b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

- (1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;
- (2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

(3) We have:

- (a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or
- (b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority, that included an earthquake policy premium surcharge.

d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction **(d.)** applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

- (1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or
- (2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph D. Covered Causes Of Loss – Special.

e. If a state of emergency under California Law is declared and the residential property is located in any ZIP Code within or adjacent to the fire perimeter, as determined by California Law, we may not nonrenew this policy for one year, beginning from the date the state of emergency is declared, solely because the dwelling or other structure is located in an area in which a wildfire has occurred.

However, we may nonrenew:

- (1) If willful or grossly negligent acts or omissions by the Named Insured, or his or her representatives, are discovered that materially increase any of the risks insured against;
- (2) If losses unrelated to the postdisaster loss condition of the property have occurred that would collectively render the risk ineligible for renewal; or
- (3) If there are physical changes in the property insured against, beyond the catastrophe-damaged condition of the structures and surface landscape, which result in the property becoming uninsurable.

3. We are not required to send notice of nonrenewal in the following situations:

- a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.
- b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph **C.1.**
- c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
- d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
- e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
- f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph **C.1.**, to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

BUSINESS LICENSE

This business license is issued for revenue purposes only and does not grant authorization to operate a business. This business license is issued without verification that the holder is subject to or exempted from licensing by the state, county, federal government, or any other governmental agency.

Business Name: GRIFFITH COMPANY
Business Location: 12200 BLOOMFIELD AVE
SANTA FE SPRINGS, CA 90670-4742

Owner Name(s):

GRIFFITH COMPANY
3050 E BIRCH ST
BREA, CA 92821-6248

CITY OF LAKE ELSINORE

Administrative Services - Licensing

130 South Main Street, Lake Elsinore, CA 92530
PH (951) 674-3124

BUSINESS LICENSE NO. 022199
Business Type: GENERAL ENGINEERING CONTRACTOR

Issue Date: 10/1/2021 **Expiration Date:** 9/30/2022

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <https://www.dca.ca.gov/publications/>

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