

## AGREEMENT FOR PUBLIC WORKS CONSTRUCTION

### Black Rock Construction Company

#### SB 821 Palomar/Murrieta Creek Regional Trail CIP No. Z30008

This Agreement for Public Works Construction ("Agreement") is made and entered into as of October 8, 2019, by and between the City of Lake Elsinore, a municipal corporation ("City") and Black Rock Construction Company, a California 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:

SB 821 Palomar/Murrieta Creek Regional Trail (the "Project").

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

SB 821 Palomar/Murrieta Creek Regional Trail  
CIP Project No. Z30008

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 **Five Hundred Six Thousand dollars (\$506,000).**

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 **Sixty (60)** 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 Director of Public Works, the City Engineer, a City inspector, or a representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the requirements of the Project Documents, and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the City within three (3) working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Project Documents.

d. City and Contractor recognize that time is of the essence in the performance of this Agreement and further agree that if the work called for under the Agreement is not completed within the time hereinabove specified, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay. It is, therefore, agreed that such damages shall be presumed to be in the amount of Five Hundred dollars (\$500) 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 damages claims 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 Director of Public Works 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, 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, Contractor 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).

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:           Black Rock Construction Company  
                                      Attn: Bill Goshen  
                                      929 Mariner Street  
                                      Brea, CA 92821

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

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

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

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

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

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

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

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

19. Authority to Enter Agreement and Administration. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. The City Manager is authorized to enter into an amendment or otherwise take action on behalf of the City to make

the following modifications to the Agreement: (a) a name change; (b) grant extensions of time; (c) non-monetary changes in the scope of services; and/or (d) suspend or terminate the Agreement. The Director of Public Works 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. Termination.

(a) City may cancel this Agreement at any time upon seven (7) days written notice to Contractor. Contractor agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by City, due to no fault or failure of performance by Contractor, Contractor shall be paid full compensation for all services performed by Contractor, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, Contractor shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid Contractor for the full performance of the services required by this Agreement.

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

[Signatures on next page]



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

“CITY”

CITY OF LAKE ELSINORE, a municipal corporation

“CONTRACTOR”

Black Rock Construction Company, a California corporation

\_\_\_\_\_  
Grant Yates, City Manager

ATTEST:

\_\_\_\_\_  
Deputy City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

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

\_\_\_\_\_  
Its:

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

\_\_\_\_\_  
Its:



**BIDDER'S PROPOSAL**

**SB 821 PALOMAR/MURRIETA CREEK  
REGIONAL TRAIL**

**CIP PROJECT NO. Z30008**

**Company:** Black Rock Const.

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:** **Forty (40) Working Days from Issuance of Notice to Proceed (NTP) by City to Contractor.**

**BID SCHEDULE**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	MOBILIZATION AND PROJECT INFORMATION SIGNS	LS	1	10,244	10,244
2	TRAFFIC CONTROL PLAN & IMPLEMENTATION	LS	1	1,000.00	1,000
3	CONSTRUCTION SURVEY AND STAKING	LS	1	3,000.00	3,000
4	STORM/NON STORM WATER POLLUTION CONTROL AND IMPLEMENTATION	LS	1	4,000.00	4,000
5	CLEARING & GRUBBING	LS	1	3,000.00	3,000
6	SCARIFY & REWORK EXISTING BASE	LS	1	15,000.00	15,000
7	ASPHALT CONCRETE (3.5 Inch)	TON	780	105.00	81,900
8	DECOMPOSED GRANITE (3.5 Inch Compacted Depth)	CY	50	225.00	11,250
9	LODGE WOOD FENCE (54 Inch High)	LF	2,520	30.00	75,600
10	8" WIDE CONCRETE CURB	LF	2,520	10.00	25,200
11	REDWOOD HEADER	LF	2,502	5.00	12,510
12	SOLAR PEDESTRIAN LIGHTS AND FOUNDATION	EA	39	5,700.00	222,300
13	CLASS II BASE AGAINST CURB (Per Plan)	CY	55	125.00	6,875
14	RCFC ACCESS GATE (16 Ft. Wide)	EA	2	2,500.00	5,000
15	RCFC PCC ACCESS RAMP	EA	2	500.00	1,000
16	PLAQUE PEDESTAL AND FOUNDATION	EA	1	4,000.00	4,000
17	REMOVABLE BOLLARDS	EA	3	1,500.00	4,500
18	STRIPING, PAVEMENT MARKING AND SIGNS	LS	1	15,000.00	15,000
19	CITY SIGN INSTALLED	EA	1	500.00	500
20	Chain Link Fence - Retrofit	LF	317	13.00	4,121
<b>Total Bid Price</b>					<b>506,000</b>

**TOTAL BID PRICE:**

**TOTAL BID PRICE BASED ON BID SCHEDULE TOTAL OF UNIT PRICES FOR  
SB 821 PALOMAR/MURRIETA CREEK REGIONAL  
CREEK TRAIL**

\$ 506,000.00  
**Total Bid Price in Numbers**

\$ five hundred six thousand  
**Total Bid Price in Written Form**

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

**Note:**

Estimated quantities are for the purpose of Bid comparison only; payments will be made on the basis of actual measurement of Work completed, except for lump sum (LS) and final pay (F) quantities. (S) denotes a specialty item. The Bid Price shall include, but not be limited to, sales tax and all other applicable taxes and fees.

All work described on the plans and in the specifications and other incidentals necessary to complete the project shall be paid under items above. No additional payments will be allowed.

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



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.

Black Rock Const

Contractor

Date: 8-28-19 By: [Signature]

Contractor's State License No.: 943308

Class: A

Department of Industrial Relations Registration No: 1800005460

Registration Date: 7-17-19 Expiration Date: 6-30-20

Address: 929 Mariner St.  
Brea, Ca. 92821

Phone: (714) 412-3106

FAX: \_\_\_\_\_

**ACKNOWLEDGMENT OF ADDENDA RECEIVED**

**SB 821 PALOMAR/MURRIETA CREEK  
REGIONAL TRAIL**

**CIP PROJECT NO. Z30008**

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

Addendum No. 1 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_

Addendum No. 3 \_\_\_\_\_

Addendum No. 4 \_\_\_\_\_

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

Bidder's Signature \_\_\_\_\_

Print Name \_\_\_\_\_

8-28-15  
\_\_\_\_\_  
Date

V.P.  
\_\_\_\_\_  
Title

**NON-COLLUSION AFFIDAVIT**

**SB 821 PALOMAR/MURRIETA CREEK  
REGIONAL TRAIL**

**CIP PROJECT NO. Z30008**

STATE OF CALIFORNIA                     )  
  ) SS  
COUNTY OF ORANGE                    )

(NAME) Bill Goshen, Jr.  
affiant being first duly sworn, deposes and says:

That he or she is Vice President of  
(sole owner, partner or other proper title)

Black Rock Construction Company the party making the foregoing Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the Bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company associations, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid. (Public Contract Code Section 7106)

Address: 929 Mariner St., Brea, CA 92821

Telephone No.: (714) 264-6297

Print Name: Bill Goshen, Jr.

Signature: 

Title: Vice President

Date: 08/27/2019

**SIGNING INSTRUCTIONS TO THE CONTRACTOR**

Non-Collusion Affidavit must be accompanied by notary certificates for signature. Note the description of the document on the notary certificate. Attach notary certificate immediately following this page. If the Bidder fails to properly sign or omits the required signature, the bid will be considered non-responsive and will be rejected.



# ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On AUG 27 2019 before me, Beata A. Sensi, Notary Public,  
(Here insert name and title of the officer)

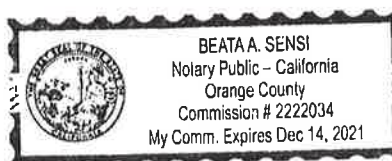
personally appeared Bill Goshen, Jr.,  
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose  
name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that  
he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, 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.

Beata A. Sensi  
Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Non-collusion

(Title or description of attached document)

Black Rock Construction Company

(Title or description of attached document continued)

Number of Pages 1 Document Date 8/27/19

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☒ Corporate Officer  
Vice President  
(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
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  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

BOND NO. N/A

**BIDDER'S BOND**

**SB 821 PALOMAR/MURRIETA CREEK  
REGIONAL TRAIL**

**CIP PROJECT NO. Z30008**

KNOW ALL MEN OR WOMEN BY THESE PRESENTS:

That we Black Rock Construction Company, as PRINCIPAL,

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

THE CONDITION OF THIS OBLIGATION IS SUCH:

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

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

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

**(SIGNATURE PAGE FOLLOWS)**

**BIDDER'S BOND SIGNATURE PAGE**

**SB 821 PALOMAR/MURRIETA CREEK  
REGIONAL TRAIL**

**CIP PROJECT NO. Z30008**

IN WITNESS WHEREOF, we have hereunto set our hands and seals on  
this 27 day of August, 2019

**BIDDER:**

Contractor Name: Black Rock Construction Company

Address: 929 Mariner St.

Brea, CA 92821

Telephone No.: (714) 264-6297

Print Name: Bill Goshen, Jr.

Title: Vice President

Signature: 

Date: August 27, 2019

**CORPORATE SURETY:**

Company Name: Philadelphia Indemnity Insurance Company

Address: 251 S. Lake Ave., Suite 360

Pasadena, CA 91101

Telephone No.: (626) 639-1320

Print Name: Shane Wolf

Title: Attorney-in-Fact

Signature: 

Date: August 27, 2019

**SIGNING INSTRUCTIONS TO THE CONTRACTOR**

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

Corporate Seal may be affixed hereto.

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

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

# ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

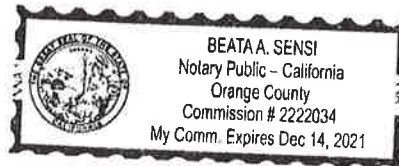
On AUG 27 2019 before me, Beata A. Sensi, Notary Public,  
(Here insert name and title of the officer)

personally appeared Bill Goshen, Jr.,  
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.

Beata A. Sensi  
Notary Public Signature



(Notary Public Seal)

## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Bid Bond

(Title or description of attached document)

Black Rock Construction Company

(Title or description of attached document continued)

Number of Pages 2 Document Date 8/27/19

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☒ Corporate Officer  
Vice President  
(Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
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- Securely attach this document to the signed document with a staple.

# ALL - PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On August 27, 2019 before me, Susan E. Morales, Notary Public,  
(Here insert name and title of the officer)

personally appeared Shane Wolf,  
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.

Susan E. Morales

Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Bid Bond

(Title or description of attached document)

Philadelphia Indemnity Insurance Co.

(Title or description of attached document continued)

Number of Pages 2 Document Date 8/27/19

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

(Title)

- ☐ Partner(s)  
☒ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

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- Securely attach this document to the signed document with a staple.



**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

231 St. Asaph's Rd., Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Todd M. Rohm, Shane Wolf, Cheryl L. Thomas and Beata A. Sensi of Rohm Insurance Agency**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$25,000,000.00**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** at a meeting duly called the 1<sup>st</sup> day of July, 2011.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

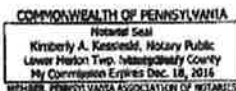
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 10<sup>TH</sup> DAY OF JUNE 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 10<sup>th</sup> day of June 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

December 18, 2016

I, Edward Sayago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 10<sup>TH</sup> day of June 2013 true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 27th day of AUGUST, 2019.



Edward Sayago, Corporate Secretary  
**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

**LIST OF SUBCONTRACTORS**

**SB 821 PALOMAR/MURRIETA CREEK  
REGIONAL TRAIL**

**CIP PROJECT NO. Z30008**

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: Macedee Electrical

License Number: 583125

Address of Office, Mill or Shop: 4821 Lenier Rd, Chino Co.

Specific Description of Sub-Contract: and Bid Items of Work: 12 solar lights

Name Under Which Subcontractor is Licensed: Superior Pavement Mch. & S.

License Number: 776306

Address of Office, Mill or Shop: 5317 Cypress St., Cypress, Ca.

Specific Description of Sub-Contract: and Bid Items of Work: 18, striping

Name Under Which Subcontractor is Licensed: Oryx Paving

License Number: 630360

Address of Office, Mill or Shop: 2850 Le Creston Ave, Anaheim, Ca

Specific Description of Sub-Contract: and Bid Items of Work: 7, Asphalt

Name Under Which Subcontractor is Licensed: Parrs Fence Co.

License Number: 988434

Address of Office, Mill or Shop: 4751 Chandler Ave, La Verne

Specific Description of Sub-Contract: and Bid Items of Work: 9 x 14 x 20 Fencing

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

REFERENCES

**SB 821 PALOMAR/MURRIETA CREEK  
REGIONAL TRAIL**

**CIP PROJECT NO. Z30008**

Failure to demonstrate adequate experience may result in rejection of the bid.  
For all public agency projects with a similar scope of work which you have worked on (or are currently working on) in the past three (3) years, provide the following required information:

1. Name (Firm/Agency) City of Costa Mesa  
Address Fair Pl., Costa Mesa  
Project Title Ally Improvements  
Project Location Verdugo  
Type of Work Rt/R Asphalt & Concrete  
Project Manager Contact Arash Phone 714-925-7424  
Dated Completed 9-18 Contract Amount 1,100,000
  
2. Name (Firm/Agency) City of Hemet  
Address Hemet  
Project Title S/W Improvements  
Project Location Verdugo Locations  
Type of Work Rt/R S/W & Curb & Gutters  
Project Manager Contact Crystal Phone 951-765-2348  
Dated Completed 6-18 Contract Amount 180,000
  
3. Name (Firm/Agency) City of Lake Elsinore  
Address Main St., Lake Elsinore  
Project Title Summer & Paving S/W  
Project Location Summer & Paving  
Type of Work Rt/R Curb & Gutters  
Project Manager Contact Nicole Phone 951-674-3124  
Dated Completed 8-15-19 Contract Amount 230,000



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

4. Name (Firm/Agency) City of Lake Elsinore  
Address Main St, Lake Elsinore  
Project Title Lake Shore  
Project Location Rt 22 Curb & gutter, S/W, Asphalt  
Type of Work Leakphone  
Project Manager Contact Nicole Phone 951-674-3124  
Dated Completed 11-1-18 Contract Amount 400,000
5. Name (Firm/Agency) City of Lake Elsinore  
Address Main St, Lake Elsinore  
Project Title Heald & Peck S/W Curb & gutter  
Project Location Heald & Peck  
Type of Work Curb & gutter, S/W, Asphalt  
Project Manager Contact Nicole Phone 951-674-3124  
Dated Completed 8-18 Contract Amount 190,000
6. Name (Firm/Agency) \_\_\_\_\_  
Address \_\_\_\_\_  
Project Title \_\_\_\_\_  
Project Location \_\_\_\_\_  
Type of Work \_\_\_\_\_  
Project Manager Contact \_\_\_\_\_ Phone \_\_\_\_\_  
Dated Completed \_\_\_\_\_ Contract Amount \_\_\_\_\_

**CONTRACTOR INFORMATION**

**SB 821 PALOMAR/MURRIETA CREEK  
REGIONAL TRAIL**

**CIP PROJECT NO. Z30008**

Contractor's License No.: 943308 Class: A1

a. Date first obtained: 12-09 Expiration 2-20

b. Has License ever been suspended or revoked? No

If yes, describe when and why: \_\_\_\_\_

c. Any current claims against License or Bond? No

If yes, describe claims: \_\_\_\_\_

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

<b><u>NAME</u></b>	<b><u>TITLE</u></b>	<b><u>LICENSE NO.</u> (If Applicable)</b>
<u>Trevi Goshen</u>	<u>Pres</u>	_____
<u>B.T. Goshen Jr</u>	<u>V.P</u>	_____
<u>George Congleton</u>	<u>Sec., Treas.</u>	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS**

**SB 821 PALOMAR/MURRIETA CREEK  
REGIONAL TRAIL**

**CIP PROJECT NO. Z30008**

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)

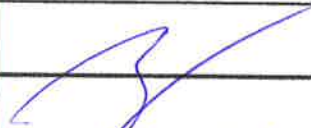
Code/Laws: \_\_\_\_\_

Section/Article: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

Signature



Date

8-28-15

Print Name

Bill Goshen Jr. LP

Title

Contractor Name

Black Rock Const

**DISQUALIFICATION OR DEBARMENT**

**SB 821 PALOMAR/MURRIETA CREEK  
REGIONAL TRAIL**

**CIP PROJECT NO. Z30008**

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

YES / NO (circle one)

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

Date: \_\_\_\_\_ Entity: \_\_\_\_\_

Location: \_\_\_\_\_

Reason: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Provide Status and any Supplemental Statement: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Has your firm been reinstated by this entity?

YES / NO (circle one)

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

Date

Print Name

Title

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**

**SB 821 PALOMAR/MURRIETA CREEK  
REGIONAL TRAIL**

**CIP PROJECT NO. Z30008**


**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. Z30008 Cultural Center Parking Lot Improvements, (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: Bill Goshen J.  
\_\_\_\_\_  
**Name**  
U.P.  
\_\_\_\_\_  
**Title**  
Black Rock Const.  
\_\_\_\_\_  
**Contractor Name**



**PUBLIC CONTRACT CODE**

**SB 821 PALOMAR/MURRIETA CREEK  
REGIONAL TRAIL**

**CIP PROJECT NO. Z30008**

**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:

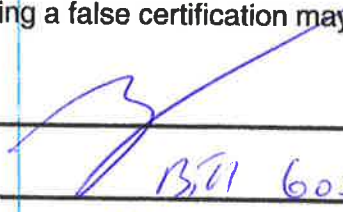
Yes\_\_\_ No X

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.

Signature		Date	8-28-19
Print Name	Bill Goshen Jr.	Title	V.P.
Contractor Name	Black Rock Const		