

SECTION 1 – NOTICE TO CONTRACTORS

PROJECT MANAGER'S QUANTITY ESTIMATE

FOR

GARDEN GROVE PARK IMPROVEMENTS

CITY PROJECT NO. 2163101280

<u>ITEM</u>	<u>DESCRIPTION OF WORK</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1	300-1.4 Mobilization (maximum 6%)	1	LS	\$ 45,000.00	\$ 45,000.00
2	300-1.4 Demolition / Clearing & Grubbing	1	LS	\$ 50,000.00	\$ 50,000.00
3	300-2.9 Grading	1	LS	\$ 35,000.00	\$ 35,000.00
4	303-5.9 Concrete Paving	11,768	SF	\$ 11.50	\$ 135,332.00
5	303-5.9 Parking Lot Concrete Curb	65	LF	\$ 70.00	\$ 4,550.00
6	313-1.1 Benches-Purchase & Install	2	EA	\$ 2,006.96	\$ 4,013.92
7	313-1.1 Benches-Purchase and turn over to City	4	EA	\$ 1,406.96	\$ 5,627.84
8	313-1.1 72' Hexagonal Picnic Pavilion	1	EA	\$ 350,200.00	\$ 350,200.00
9	313-1.1 24' Hexagonal Picnic Shelter	3	EA	\$ 31,458.15	\$ 94,374.45
10	313-1.1 BBQ – Group	1	EA	\$ 4,718.06	\$ 4,718.06
11	313-1.1 BBQ – Family	2	EA	\$ 1,605.95	\$ 3,211.90
12	313-1.1 Picnic Tables	21	EA	\$ 995.17	\$ 20,898.57
13	313-1.1 Service Tables	3	EA	\$ 1,226.50	\$ 3,679.50
14	316-3 Electrical Improvements	1	LS	\$ 106,600.00	\$ 106,600.00
15	801-8 Soil Preparation/Fine Grading	4,000	SF	\$ 6.25	\$ 25,000.00

TOTAL BID AMOUNT IN FIGURES: \$ 888,206.24

TOTAL BID AMOUNT IN WORDS: Eight hundred eighty eight thousand two hundred six & 24/100 dollars

1. The quantities listed for each item in the Proposal Bid Sheets are supplied to give an indication of the general scope of work, but the accuracy of these figures is not guaranteed and the BIDDER shall make his own estimates from the Plans & Specifications. In case of a variation between the Unit Price and the corresponding item Total shown by the BIDDER, the Unit Price shall be considered to be the Bid. The Bidder will be paid for each item by the actual quantity required and installed on the project. The City of Garden Grove reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or expedient by the Project Manager.
2. The City of Garden Grove desires to construct all improvements within these Plans & Specifications. However, the CITY reserves the right to reject portions or all of the above bid items if sufficient funds are not available, or the CITY determines it is not in the CITY's best interest to award the Contract.



SIGNATURE

10/21/2020

DATE

SECTION 2 - CONTRACTOR'S PROPOSAL

CONTRACTOR'S NAME: UNITED CONSTRUCTION & LANDSCAPE INC

THE HONORABLE MAYOR AND CITY COUNCIL
 CITY OF GARDEN GROVE
 11222 ACACIA PARKWAY
 GARDEN GROVE, CALIFORNIA 92840

SUBJECT PROJECT: **GARDEN GROVE PARK IMPROVEMENTS
 CITY PROJECT NO. 2163101280 REVISED**

Prospective Bidders:

The undersigned, having carefully examined the Plans and Specifications for the above subject project and having personally visited the site of the work and been made familiar with the conditions, HEREBY PROPOSE to furnish all labor, materials, equipment and transportation, and do all the work required to complete the said work in accordance with the said Plans and Specifications for the unit prices named in the following bid proposal:

BID PROPOSAL

ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT WRITTEN IN WORDS	UNIT PRICE	ITEM TOTAL
1	300-1.4 1 LS	Mobilization (maximum 6%) <u>Forty five thousand & 00/100 dollars</u>	<u>\$ 45,000.⁰⁰</u>	<u>\$ 45,000.⁰⁰</u>
		Per Lump Sum		
2	300-1.4 1 LS	Demolition / Clearing & Grubbing <u>Fifty thousand 00/100 dollars</u>	<u>\$ 50,000.⁰⁰</u>	<u>\$ 50,000.⁰⁰</u>
		Per Lump Sum		
3	300-2.9 1 LS	Grading <u>Thirty five thousand & 00/100 dollars</u>	<u>\$ 35,000.⁰⁰</u>	<u>\$ 35,000.⁰⁰</u>
		Per Lump Sum		
4	303-5.9 11,768 SF	Concrete Paving <u>eleven & 50/100 dollars</u>	<u>\$ 11.50</u>	<u>\$ 135,332.⁰⁰</u>
		Per Square Foot		
5	303-5.9 65 LF	Parking Lot Concrete Curb <u>seventy 00/100 dollars</u>	<u>\$ 70.⁰⁰</u>	<u>\$ 4,550.⁰⁰</u>
		Per Linear Foot		

SECTION 2 – CONTRACTOR'S PROPOSAL ... (continued)

ITEM NO.	APPROX. QUANTITY	UNIT	ITEM WITH UNIT WRITTEN IN WORDS	UNIT PRICE	ITEM TOTAL
6	313-1.1	2 EA	Benches-Purchase & Install <u>Two thousand six & 96/100 dollars</u>	\$ <u>2,006.96</u>	\$ <u>4,013.92</u>
			Per Each		
7	313-1.1	4 EA	Benches-Purchase & turn over to City <u>one thousand four hundred Six & 96/100 dollars</u>	\$ <u>1,406.96</u>	\$ <u>5,627.84</u>
			Per Each		
8	313-1.1	1 EA	72' Hexagonal Picnic Pavilion <u>Three hundred fifty thousand two hundred dollars & 00/100</u>	\$ <u>350,200.⁰⁰</u>	\$ <u>350,200.⁰⁰</u>
			Per Each		
9	313-1.1	3 EA	24' Hexagonal Picnic Shelter <u>Thirty one thousand four hundred fifty eight & 15/100 dollars</u>	\$ <u>31,458.15</u>	\$ <u>94,374.45</u>
			Per Each		
10	313-1.1	1 EA	BBQ – Group <u>Four thousand seven hundred eighteen dollars & 06/100 I.J</u>	\$ <u>4,718.⁰⁶</u>	\$ <u>4,718.⁰⁶</u> I.J
			Per Each		
11	313-1.1	2 EA	BBQ – Family <u>one thousand six hundred five & 95/100 dollars</u>	\$ <u>1,605.95</u>	\$ <u>3,211.90</u>
			Per Each		
12	313-1.1	21 EA	Picnic Tables <u>Nine hundred ninety five & 17/100 dollars</u>	\$ <u>995.17</u>	\$ <u>20,898.57</u>
			Per Each		
13	313-1.1	3 EA	Service Tables <u>one thousand two hundred twenty six & 50/100 dollars</u>	\$ <u>1,226.50</u>	\$ <u>3,679.50</u>
			Per Each		
14	316-3	1 LS	Electrical Improvements <u>one hundred six thousand six hundred & 00/100 dollars</u>	\$ <u>106,600.⁰⁰</u>	\$ <u>106,600.⁰⁰</u>
			Per Lump Sum		

SECTION 2 – CONTRACTOR’S PROPOSAL ... (continued)

ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT WRITTEN IN WORDS	UNIT PRICE	ITEM TOTAL
15	801-8 4,000 SF	Soil Preparation / Fine Grading <u>Six \$25/100 dollars</u> Per Square Foot	\$ <u>6.25</u>	\$ <u>25,000</u>

Total Written in Words:

Total in Figures

Eight hundred eighty eight thousand
two hundred six & 24/100

\$ 888,206.24

1. The quantities listed for each item in the Proposal Bid Sheets are supplied to give an indication of the general scope of work, but the accuracy of these figures is not guaranteed and the BIDDER shall make his own estimates from the Plans & Specifications. In case of a variation between the Unit Price and the corresponding item Total shown by the BIDDER, the Unit Price shall be considered to be the Bid. The Bidder will be paid for each item by the actual quantity required and installed on the project. The City of Garden Grove reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or expedient by the Project Manager.
2. The City of Garden Grove desires to construct all improvements within these Plans & Specifications. However, the CITY reserves the right to reject portions or all of the above bid items if sufficient funds are not available, or the CITY determines it is not in the CITY's best interest to award the Contract.

NOTES:

1. In case of discrepancy between the words and figures, the words shall prevail.
2. The aforementioned quantities are approximate only, being given as a basis for the comparison of bids, and the City of Garden Grove does not expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of work as may be deemed necessary or expedient by the Project Manager.

It is understood and agreed that:

(a) Pursuant to Section 1773.2 of the Labor Code, general prevailing wage rates established by the Director of the Department of Industrial Relations shall be posted by the Contractor at a prominent place at the site of the work.

The Federal Davis-Bacon Act prevailing wages apply to the work. If there is a difference in the minimum wage rate predetermined by the Secretary of Labor and the prevailing wage rates determined by the Director of Industrial Relations, for similar classifications of labor, the Contractor and its subcontractors shall pay not less than the highest wage rate.

(b) No verbal agreement or conversation with any officer, agent or employee of CITY, either before or after the execution of the Agreement shall affect or modify any of the terms or obligations of this Proposal.

(c) CITY will not be responsible for any errors or omissions on the part of the undersigned in making up their bid, nor will bidders be released because of errors.

(d) The undersigned is licensed in accordance with the laws of the State of California.

(e) The undersigned hereby certifies that this Proposal is genuine and is not sham or collusive, or made in the interest or on behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid; or any other person, firm or corporation to refrain from bidding, that the undersigned has not in any manner sought, by collusion, to secure for itself an advantage over any other bidder and that the unit prices proposed herein shall remain fully in effect for 180 calendar days from bid opening.

I declare under penalty of perjury that all statements or representations made herein are true and correct.

DATE: 10/21/2020

UNITED CONSTRUCTION & LANDSCAPE INC

BIDDER'S NAME


AUTHORIZED SIGNATURE

CORPORATION

TYPE OF ORGANIZATION: INDIVIDUAL,
PARTNERSHIP OR CORPORATION

9018 BALBOA BLVD., #128, NORTHRIDGE, CA 91325

ADDRESS

818-988-9706

818-988-9707

TELEPHONE

FAX

05/31/2021

Expiration Date

960915

STATE OF CALIFORNIA LICENSE NUMBER

SECTION 3 - DESIGNATION OF SUBCONTRACTORS/REFERENCES

1. The undersigned certifies that the sub-bids of the following listed subcontractors have been used in making up this bid, and that the subcontractors listed will be used for the work for which they bid, subject to the approval of the Community Services Manager, and in accordance with the applicable provisions of the Specifications.

Bidder's Name United Construction & Landscape Inc.

PART I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/LICENSE NUMBER Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of items of Work to be Performed	Local/Agency Use Only (Certified DBE?) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If YES list DBE #:	Age of Firm (Yrs.)
Name <u>On point land Surveying</u> Address <u>1906 orange tree lane # 240</u> City State ZIP <u>Redlands, Ca 92374</u>	Phone <u>909-792-2221</u> Fax <u>909-784-1836</u>	<input type="checkbox"/> < \$1 million <input checked="" type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<u>Surveying</u>	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If YES list DBE #:	<u>6</u>
Name <u>Top lot pro's</u> Address <u>4688 El Molino St.</u> City State ZIP <u>Pontiac, Ca 92335</u>	Phone <u>909-350-9500</u> Fax <u>909-350-9502</u>	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input checked="" type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<u>Sticker Installer</u>	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If YES list DBE #:	<u>9</u>
Name <u>Reyes & Sons Electric</u> Address <u>12939 Arroyo St.</u> City State ZIP <u>Sylmar, CA 91342</u>	Phone <u>818-365-2030</u> Fax <u>818-365-2035</u>	<input type="checkbox"/> < \$1 million <input checked="" type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<u>Electric</u>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #: <u>33430</u>	<u>12</u>
Name Address City State ZIP	Phone Fax	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #:	
Name Address City State ZIP	Phone Fax	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #:	

PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of items of Work to be Performed	Local/Agency Use Only (Certified DBE?)
Name The Electric Connection Address 4940 Frederick Ave. City State ZIP La Crescenta, Ca 91214	Phone 818-448-2827 Fax N/A	<input type="checkbox"/> < \$1 million <input checked="" type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	Electric	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If YES list DBE #: Age of Firm (Yrs.) 39
Name On Target Electric Address 17691 Mitchell North, Ste B City State ZIP Irvine, Ca 92614	Phone 949-247-3800 Fax 949-930-0037	<input type="checkbox"/> < \$1 million <input checked="" type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	Electric	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If YES list DBE #: Age of Firm (Yrs.) 12
Name On point Land Surveying #240 Address 1906 orange Tree Lane City State ZIP Redlands, Ca 92374	Phone 909-792-2221 Fax 909-784-1836	<input type="checkbox"/> < \$1 million <input checked="" type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	Surveying	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If YES list DBE #: Age of Firm (Yrs.) 8 I.O.
Name Case Land Surveying Address 614 N. Eckhoff St. City State ZIP Orange, Ca 92868	Phone 714-628-8948 Fax 714-628-8905	<input type="checkbox"/> < \$1 million <input checked="" type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	Surveying	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If YES list DBE #: Age of Firm (Yrs.) 34 I.O.

PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of items of Work to be Performed	Local/Agency Use Only (Certified DBE?) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If YES list DBE #:
Name Granstorm Masonry Address P.O. Box 7041 City State ZIP Torrance, Ca 90504	Phone 310-327-2524 Fax 310-515-6330	<input type="checkbox"/> < \$1 million <input checked="" type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	Masonry	Age of Firm (Yrs.) 29
Name 1st Lot Pro's Address 14688 El Mdino St. City State ZIP Fontana, Ca 92335	Phone 909-350-9500 Fax 909-350-9502	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input checked="" type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	Shelter Installer	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If YES list DBE #:
Name Cice10 Engineering Inc. Address 3920 Valley Blvd, Unit A City State ZIP Walnut, Ca 91789	Phone 909-594-9944 Fax 909-594-9946	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input checked="" type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	Shelter Installer	Age of Firm (Yrs.) 9
Name J. Miller Electric Address P.O. Box 403839 City State ZIP Hesperia, Ca 92340	Phone 760-949-6491 Fax 760-949-7010	<input type="checkbox"/> < \$1 million <input checked="" type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	Electric	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If YES list DBE #: Age of Firm (Yrs.) 18

PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of items of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name Keyes & Sons Electric Address 12939 Arroyo St. City State ZIP Sylmar, Ca 91342	Phone 818-365-2030 Fax 818-365-2031	<input type="checkbox"/> < \$1 million <input checked="" type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	Electric	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #: 33730 Age of Firm (Yrs.) 17
Name PMK Professional Inc Address 17925 Skyway Circle #C City State ZIP Irvine, Ca 92614	Phone 949-679-9800 Fax 949-679-9898	<input type="checkbox"/> < \$1 million <input checked="" type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	Electric	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If YES list DBE #: Age of Firm (Yrs.) 9
Name R & M Electric Contracting Address 26301 Dimension Dr. City State ZIP Lake Forest, Ca 92630	Phone 949-770-2269 Fax 949-770-4921	<input type="checkbox"/> < \$1 million <input checked="" type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	Electric	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If YES list DBE #: Age of Firm (Yrs.) 18
Name Address City State ZIP	Phone Fax	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #: Age of Firm (Yrs.)

SECTION 4 – AFFIDAVIT TO ACCOMPANY PROPOSAL

USE THIS FORM WHEN BIDDER IS AN INDIVIDUAL

State of California)
County of Orange) ss.

N/A

(Name) _____, Affiant,
being first duly sworn, deposes and says:

That it is the bidder who makes the accompanying proposal; that such proposal is genuine, and not sham or collusive, nor made in the interest or on behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure for itself an advantage over any other bidder.

Subscribed and sworn to before me _____

This _____ day of _____, 20____.

Signature: _____

Notary Public in and for the County of _____, State of _____

USE THIS FORM WHEN BIDDER IS A CORPORATION

State of California)
County of Orange) ss.

INDIKA JAYARATNA affiant, the PRESIDENT
Pres., Sec., or Mgr. Ofcr
of UNITED CONSTRUCTION & LANDSCAPE INC
Name of Corporation

The corporation who makes the accompanying proposal, having first been duly sworn, deposes and says: That such proposal is genuine and not sham or collusive, nor made in the interest or on behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure for itself an advantage over any other bidder.

CORPOR

Signature
President, Secretary or Managing Officer

Subscribed and sworn to before me

This 21ST day of OCTOBER, 2020.

Notary Public in and for the County of NORTHRIDGE, State of CALIFORNIA

Signature: 

See attached notary certificate

CALIFORNIA JURAT

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)

Subscribed and sworn to (or affirmed) before me on this 21st day

of October, 20 20, by Indika G. Jayaratna

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Signature _____

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

This certificate is attached to a document titled/for the purpose of

containing _____ pages, and dated _____.

Additional Information

Method of Affiant Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

Affiant(s) Thumbprint(s) Describe: _____

SECTION 4 – AFFIDAVIT TO ACCOMPANY PROPOSAL (Continued)

USE THIS FORM WHEN BIDDER IS A CO-PARTNERSHIP

State of California)
County of Orange) ss.

N/A

Being first duly sworn, each for itself deposes and says: _____, Affiant(s).

That _____
(Names of all Partners)

are partners, doing business under the firm name and style of

_____ and that said co-partnership
(Name of Firm)

makes the accompanying proposal; that such proposal is genuine, and not sham or collusive, nor made in the interest or on behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure for itself an advantage over any other bidder.

Subscribed and sworn to before me _____

This _____ day of _____, 20____.

Notary Public in and for the County of _____, State of _____

Signature: _____

SECTION 4 – AFFIDAVIT TO ACCOMPANY PROPOSAL (Continued)

CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL EMPLOYMENT OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS

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

By: INDIKA JAYARATNA

PRESIDENT
(Title)

Date: 10/21/2020

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

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

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

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL
SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE
CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder UNITED CONSTRUCTION & LANDSCAPE INC

[proposed subcontractor,] TBD J.S. hereby certifies that he/she/it has, has not, participated in a previous contract or subcontract subject to the Equal Opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he/she/it has filed with the Joint

Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

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

Currently, Standard Form 100 (EEO-I) is the only report required by the Executive Orders or their implementing regulations. (eeoc.gov/employers/eeol_survey/index.cfm)

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

Signature:  Date: 10/21/2020
Print Name: INDIKA JAYARATNA
Title: PRESIDENT

Equal Employment Opportunity Clause

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

PUBLIC CONTRACT CODE

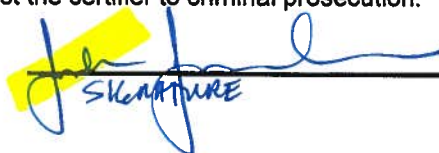
Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares

Under penalty of perjury under the laws of the State of California that the bidder has ____, has not 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 community services 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 checkmark 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.


SIGNATURE

Public Contract Code Section 10162 Questionnaire

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

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

Yes ____ No

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

Public Contract Code 10232 Statement

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

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.


SIGNATURE

Noncollusion Affidavit
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

[NAME OF CONTRACT] UNITED CONSTRUCTION & LANDSCAPE INC

To the City of Garden Grove
DEPARTMENT OF COMMUNITY SERVICES.

In conformance with Title 23 United States Code Section 112 and California Public Contract Code 7106 the bidder declares 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 association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Bidder's Proposal. By signing the Proposal, the Bidder has also signed this Noncollusion Affidavit.

Bidders are cautioned that making a false Certification may subject the Bidder to criminal prosecution.

Signature:  Date: 10/21/2020

Print Name: INDIKA JAYARATNA

Title: PRESIDENT

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Signature:



Date: 10/21/2020

Print Name: INDIKA JAYARATNA

Title: PRESIDENT

**NONLOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS**

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

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

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

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

Signature:  _____ Date: 10/21/2020

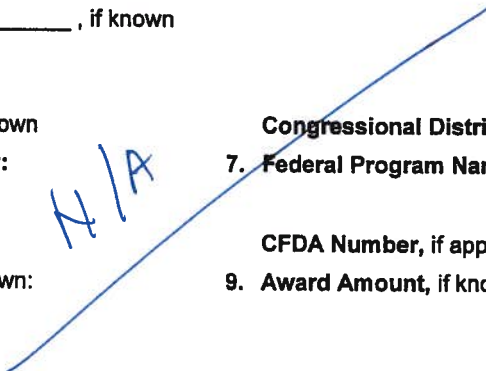
Print Name: INDIKA JAYARATNA

Title: PRESIDENT

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

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial <input type="checkbox"/> b. material change</p> <p align="right">For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p>	
<p>(attach Continuation Sheet(s) if necessary)</p>		
<p>11. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</p>		
<p>(attach Continuation Sheet(s) if necessary)</p>		
<p>15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/></p>		
<p>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		
<p>Federal Use Only:</p>	<p>Signature: _____ Print Name: <u>Type text here</u> Title: _____ Telephone No.: _____ Date: _____</p>	
<p>Authorized for Local Reproduction</p>		

N/A



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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

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

SF-LLL-Instructions Rev 06-04-90«ENDIF»

FEDERAL LOBBYING RESTRICTIONS

Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier subrecipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Proposal. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Proposal. Signing the Proposal shall constitute signature of the Certification.

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Project Manager.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- 1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- 2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
- 3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

SECTION 3 CLAUSE

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

In order to verify income eligibility of new employees, the general contractor or subcontractors shall obtain two (2) forms of third-party income verification (i.e. pay stubs, benefit letters, 6 months of bank statements, etc) for each new hire under Section 3. Additionally, general contractors and

subcontractors qualifying as a Section 3 Business should register as such by visiting the HUD Section 3 Business Registry at: <http://www.hud.gov/Sec3Biz>.

The contractor/subcontractor provider by this signature affixed hereto declares under penalty of perjury: contractor/subcontractor has read the requirements of this section and accepts all its requirements contained therein for all of his/her operations related to this contract.



Signature

INDIKA JAYARATNA, PRESIDENT
Print Name and Title

Signature

Print Name and Title

10/21/2020
Date

SECTION 4 B - QUESTIONNAIRE TO GENERAL CONTRACTORS

1. Has any person or group threatened you with subcontractor boycotts, union boycotts, or other sanctions to attempt to convince you to use the services or abide by the rules of one or more bid depositories?

Yes ()

No (✓)

2. If the answer to No. 1 is "yes," please explain the following details:

(a) Date(s):

(b) Name of person or group:

(c) Job involved (if applicable):

N/A

(d) Nature of threats:

(e) Additional comments:
(Use additional paper if necessary)

We declare under penalty of perjury that the foregoing is true and correct.

Dated this 21st day of OCTOBER, 2020.

UNITED CONSTRUCTION & LANDSCAPE INC

Name of Company

By INDIKA JAYARATNA

PRESIDENT

Title

SECTION 4 B - QUESTIONNAIRE TO GENERAL CONTRACTORS (Continued)

QUESTIONNAIRE REGARDING BIDDERS

Number of years engaged in the contracting business under present business name 10 YEARS

List of last three contracts performed which show experience in work of a nature similar to that covered in this proposal. If none, so indicate.

Year	Type of Work	Contract Amt.	Location	For whom Performed & Phone Number
2016	Grates, benches, grading, demolition, paving	\$ 1,131,938. ⁶⁸	Simi Valley, CA	Rancho Simi Rec + Park Dist Douglas Duran: 805-384-4480
2017	playground install, amenities, concrete	\$ 1,442,577. ⁶⁷	Thousand Oaks, CA	CONESTO REC + PARK DIST ANDREW MONEEY, 805-492-6471
2018	Structural blocks, stucco, painting, pavillion, partitions	\$ 324,285. ⁸¹	Camarillo, CA	Pleasant Valley Rec + Park Dist Nick Marinthal 805-482-5396 ext 304

REFERENCES:

Following are the names, addresses and telephone numbers of firms or agencies with which you may confirm the past performances of the company in performing work of a similar nature and scope:

Firm/Address	Type of Work	Contact Person Telephone No.	Contract Amount
AZUSA UNIFIED SCHOOL DISTRICT	GLADSTONE H.S. FIELD UPGRADE SYNTHETIC TURF, ASPHALT, GRADING	JUAN ROMERO 909-615-8005	\$2,653,000.00
MOUNTAIN VIEW SCHOOL DISTRICT	PARKVIEW E.S. UNDERGROUND UTILITIES CONCRETE, LANDSCAPE, DEMOLITION	IAN MCMAUNTREY 562-338-8134	\$3,477,000.00
ROSEMEAD SCHOOL DISTRICT	SHUEY E.S. CONCRETE FOUNDATION, SITE DEMOLITION PLAYGROUND, LANDSCAPE	JUAN ROMERO 909-615-8005	\$2,065,615.00
CONEJO VALLEY UNIFIED SCHOOL DIST	WEATHERSFIELD E.S. SWPP, SIGNS, TURF, PAVING, MASONRY	MIKE STANFORD 805-857-8724	\$386,528.46
AGUA DULCE UNIFIED SD	VASQUEZ H.S. FIELD UPGRADE DEMOLITION, FENCING, GRADING, PARKING CONCRETE, REBAR	JAMES VOSE 661-435-6536	\$1,745,666.30

Bidder's Name: UNITED CONSTRUCTION & LANDSCAPE INC

Authorized Signature: 

10/21/2020

Date:

State of California Contractor's License No. 960915

Contractor's License Expiration Date 05/31/2021

SECTION 4 C - CONTRACTOR'S QUESTIONNAIRE

1. List any lawsuit(s) filed against you or your firm over the past ten (10) years for breach or non-performance of contract:

NONE

2. List the results of any lawsuit(s):

N/A

3. List any claim(s) filed by subcontractors against you or your firm over the past ten (10) years:

N/A

4. List the results of each claim:

N/A

5. List any disciplinary action and the ultimate disposition within the past ten (10) years taken against you or your firm by the State Contractor's License Board:

NONE

6. List projects similar to the type applied for herein which you have worked on and how recently the project was performed:

2018 - Valle Linda Restroom Park Project
2019 - Northbranch Neighborhood Park project
2016 - Arroyo Simi Greenway Bike Trail

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE, COMPLETE, ACCURATE, AND CORRECT.

Dated: 10/21/2020


Contractor's Signature

Exhibit 15-G Construction Contract DBE Commitment

1. Local Agency: City of Garden Grove 2. Contract DBE Goal: 12%
 3. Project Description: GARDEN GROVE PARK IMPROVEMENTS
 4. Project Location: 9301 Westminster Blvd., Garden Grove, CA 92844
 5. Bidder's Name: United Construction & Landscape Inc 6. Prime Certified DBE: 7. Bid Amount: 888,1206.24
 8. Total Dollar Amount for ALL Subcontractors: 172,150.00 9. Total Number of ALL Subcontractors: 3

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
14	Electric	33730	Reyes & Sons Electric 12939 Arroyo St., Sylmar, CA 91342 818-365-2030	106,600.00

Local Agency to Complete this Section		15. TOTAL CLAIMED DBE PARTICIPATION	\$ 106,600.00
21. Local Agency Contract Number: <u>2163101280 REVISED</u> 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: <u>October 21, 2020</u> 24. Contract Award Date: _____			12 %
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. _____ <u>9/23/20</u> 25. Local Agency Representative's Signature 26. Date <u>John Montanez</u> 714-741-5200 27. Local Agency Representative's Name 28. Phone <u>Community Services Director</u> 29. Local Agency Representative's Title		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required. _____ <u>10/21/2020</u> 16. Preparer's Signature 17. Date _____ 18. Preparer's Name 19. Phone _____ 20. Preparer's Title	

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

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

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT**CONTRACTOR SECTION**

1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Location** - Enter the project location as it appears on the project advertisement.
4. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
5. **Bidder's Name** - Enter the contractor's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
8. **Total Dollar Amount for ALL Subcontractors** – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. **Total number of ALL subcontractors** – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
10. **Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
11. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
12. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
13. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
14. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
15. **Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
16. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
17. **Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
18. **Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
19. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
20. **Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

21. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
22. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
23. **Bid Opening Date** - Enter the date contract bids were opened.
24. **Contract Award Date** - Enter the date the contract was executed.
25. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
26. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
27. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
28. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
29. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

DBE INFORMATION — GOOD FAITH EFFORTS

Bid Opening Date

Wednesday, October 21, 2020

PROJECT NO. 2163101280 REVISED

The City of Garden Grove established a Disadvantaged Business Enterprise (DBE) goal of 12 % for this Project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

1. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publication	Dates of Advertisement
<u>Attached Proof of Good Faith Effort</u>	

2. The names and dates of written notices sent to certified DBEs soliciting bids for this Project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited Solicitation	Date of Initial and Dates	Follow Up Methods
--------------------------------------	---------------------------	-------------------

3. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Compliance News Monthly Trade Journal
Publication Affidavit-Declaration of Publication -- State of California

<p>United Construction & Landscape Inc. is seeking certified and qualified DVBE,DBE,MBE,WBE,UDBE,OBE,SBE subs and/or suppliers to provide Electrical, Concrete, Demolition, Painting, Plumbing, Material Suppliers, Concrete Suppliers, Surveying, Fencing, Tree Removal. for City of Garden Grove / Community Service Department Garden Grove Park Improvements City Project No. 2163101280 Revised in Garden Grove,CA</p> <p>We are an Equal Opportunity Employer.</p>	<p>Contact: Arsham Belderian 9018, Balboa Blvd, #128 Northridge,CA,91325 Phone:(818) 988-9706 Fax:(818) 988-9707 Email:estimate2@ucmland.net</p> <p>Bid Due on:10/21/2020 at 11:00 AM Solicitation Number: N/A</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

The United Construction & Landscape Inc. **Good Faith Effort ad has been** published in both the Compliance News Internet and Hard-Copy publications.
Located Online at: http://www.compliancenes.com/classified_monthly

The undersigned declares:

I am over the age of 18 years and a citizen of the United States. I am the principal publisher of the Compliance News Monthly Trade Journal in the City of Long Beach, County of Los Angeles, and the State of California. The notice, a true copy of which is attached was published on Thu Oct 15 17:07:08 +0000 2020

I declare under penalty of perjury that the foregoing is true and correct. Executed at Long Beach, California

Henry Sprague III

Copyright 2005 Compliance News DVBE #0018455 All Rights Reserved

Items of Work Bidder Normally Performs	Breakdown of Amount Items	Percentage of Contract
----------------------------------------	---------------------------	------------------------

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

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

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

5. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

See attached advertisement

6. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

See attached advertisement

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

Name of Agency/Organization	Method/Date of Contact	Results
<u>See attached advertisement</u>		

8. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NONE

**NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.
IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:**

1. Name under which business is conducted N/A
2. Signature (given and surname) of proprietor _____
3. Place of Business _____
(Street and Number)

City, State Zip Code
4. Telephone No. _____
5. E-Mail _____

IF A PARTNERSHIP SIGN HERE:

1. Name under which business is conducted N/A
2. Signature (given and surname and character of partner) (Note: Signature must be made by a general partner)

Compliance News Daily Focus Journal
Publication Affidavit-Declaration of Publication -- State of California

<p>United Construction & Landscape Inc. is seeking certified and qualified DVBE,DBE,MBE,WBE,UDBE,OBE,SBE subs and/or suppliers to provide Electrical, Concrete, Demolition, Painting, Plumbing, Material Suppliers, Concrete Suppliers, Surveying, Fencing, Tree Removal. for City of Garden Grove / Community Service Department Garden Grove Park Improvements City Project No. 2163101280 Revised in Garden Grove,CA</p> <p>We are an Equal Opportunity Employer.</p>	<p>Contact: Arsham Belderian 9018, Balboa Blvd, #128 Northridge,CA,91325 Phone:(818) 988-9706 Fax:(818) 988-9707 Email:estimate2@ucmland.net</p> <p>Bid Due on:10/21/2020 at 11:00 AM Solicitation Number: N/A</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

The United Construction & Landscape Inc. Good Faith Effort ad has been published in both the Compliance News Internet and Hard-Copy publications.
Located Online at: http://www.compliancencenews.com/classified_daily

The undersigned declares:

I am over the age of 18 years and a citizen of the United States. I am the principal publisher of the Compliance News Monthly Trade Journal in the City of Long Beach, County of Los Angeles, and the State of California. The notice, a true copy of which is attached was published on Thu Oct 15 17:07:08 +0000 2020

I declare under penalty of perjury that the foregoing is true and correct. Executed at Long Beach, California

Henry Sprague III

Copyright 2005 Compliance News DVBE #0018455 All Rights Reserved

3. Place of Business _____
(Street and Number)

City, State Zip Code

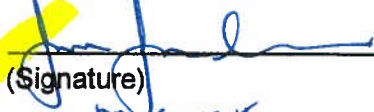
N/A

4. Telephone No. _____

5. E-Mail _____

IF A CORPORATION SIGN HERE:

1. Name under which business is conducted UNITED CONSTRUCTION & LANDSCAPE INC.



(Signature)

PRESIDENT

(Title)

Impress Corporate Seal here

1. Incorporated under the laws of the State of CALIFORNIA

2. Place of Business 9018 Balboa Blvd. #128
(Street and Number)

NORTHridge, CA 91325
City, State Zip Code

3. Telephone No. 818-988-9706

4. E-Mail info@ucmland.net

NOTARIAL ACKNOWLEDGMENT OF EXECUTION BY ALL SIGNATORIES MUST BE ATTACHED

List below names of president, vice president, secretary and assistant secretary, if a corporation; if a partnership, list names of all general partners and managing partners:

INDIKA JAYAWATNA, PRESIDENT

INDIKA JAYAWATNA, SECRETARY

CALIFORNIA 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 Los Angeles)

On October 21, 2020 before me, Kimberly Avina, Notary Public,
(here insert name and title of the officer)

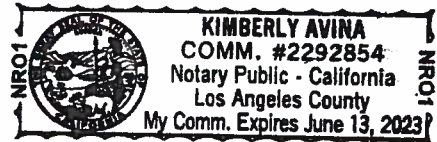
personally appeared Indika G. Jayaratna

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

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

WITNESS my hand and official seal.

Signature _____



(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
 Attorney-in-Fact
 Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

- Additional Signer(s) Signer(s) Thumbprint(s)

Accompanying this Bid is

(NOTICE: INSERT THE WORDS "CASH (\$ _____)," "CASHIER'S CHECK," "CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)

in amount equal to at least ten percent of the total of the bid.

YES

The names of all persons interested in the foregoing bid as principals are as follows:

IMPORTANT NOTICE

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

INDIKA JAYARATNA, PRESIDENT

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

License No. 960915 Classification(s) A,B,C12,C27

ADDENDA -

This Bid is submitted with respect to the changes to the contract included in addenda number/s 1,2,3

(Fill in addenda numbers if addenda have been received and insert, in this Bid, any Project Manager's Estimate sheets that were received as part of the addenda.)

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

Date: 10/21/2020

UNITED CONSTRUCTION & LANDSCAPE INC

INDIKA JAYARATNA, PRESIDENT



[Handwritten Signature]
Signature and Title of Bidder

Business Address 9018 BALBOA BLVD., #128, NORTHRIDGE, CA 91325

Place of Business 9018 BALBOA BLVD., #128, NORTHRIDGE, CA 91325

Place of Residence _____

**BIDDER/CONTRACTOR/CONSULTANT STATEMENT
REGARDING INSURANCE COVERAGE
(Submit with IFB/RFP Package)**

This signed document must be included with your bid/proposal package in order for your bid/proposal to be considered complete!

BIDDER/CONTRACTOR/CONSULTANT HEREBY CERTIFIES that he/she has reviewed and understands the insurance coverage requirements specified in the attached Insurance Requirements Checklist.

Should we/I be awarded the contract, we/I certify that we/I can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agree to name the **City/Successor Agency/Sanitary District** and other additional insureds as per the agreement for the work specified and we/I will comply with the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, before commencing the performance of the work specified.

UNITED CONSTRUCTION & LANDSCAPE INC

Please Print (Person, Firm, or Corporation)



Signature of Authorized Representative

INDIKA JAYARATNA, PRESIDENT

Please Print (Name & Title of Authorized Representative)

10/21/2020

818-988-9706

INFO@UCMLAND.NET

Date

Phone Number

Email

Please note that the City of Garden Grove is now contracted with EBIX for insurance certificate management and review services. EBIX will collect the insurance requirements in the contract on behalf of the City. If you are awarded the contract, you will be contacted by EBIX regarding the insurance requirements listed within the sample contract. Please forward all insurance documents to EBIX directly per their instructions when contacted.

NOTE: All insurance certificates and endorsements must be received by EBIX within ten (10) City working days of the original request or the City reserves the right to proceed with the next lowest responsible bidder or the next highest scoring proposer in the process

INSURANCE REQUIREMENTS

REVIEW AND SAMPLE DOCUMENTS

Please review these documents carefully, as you will be required to submit the appropriate certificates of insurance as called out in the agreement. Work shall not commence without a fully executed agreement and approved insurance that is in compliance with the City's requirements.

Bidder's Statement

This document shall be included in your submitted proposal or you will be disqualified. A contract will not be issued to the Contractor until the City acknowledges receipt of this signed document!

INSURANCES:

30-Day Notice	Professional Liability
Workers Compensation	Course of Construction
Commercial General Liability	Excess Liability - If underlying policies cannot meet limits.
Automobile Liability	

ENDORSEMENTS:

Waiver of Subrogation	Auto Liability	IF UNDERLYING POLICIES CANNOT MEET CONTRACTUAL LIMITS
On-going Operations	Completed Operation:	
		<ul style="list-style-type: none">• Excess Liability• Schedule of Underlying Policies• "Follows Form" on Certificate

MUST BE PROVIDED WITH EVERY CONTRACT/AGREEMENT

- Primary/Non – Contributory Endorsement
- Claims Made and Modified Occurrence policies are NOT acceptable, and all insurance carriers must have an AM Best's Guide Rating of A-, Class VII or Better.
- 30-Day Notice Prior to Termination/Modification Endorsement.

SAMPLE INSURANCE REQUIREMENTS FOUND IN APPENDIX A

ADDENDUM No. 1

Covering

CHANGE IN SPECIFICATIONS AND/OR PLANS

Date Issued: October 13, 2020

Date Effective: October 13, 2020

IFB No. City Project 2163101280 REVISED: Garden Grove Park Improvements Project

INTENT

1. This addendum is issued prior to receipt of bids to provide for modifications in plans and/or specifications. Acknowledgment of this addendum shall be made and cost for work included in proposer's submittal.
2. How many working days will be allotted for this project? ***Please refer to the sample contract in the bid documents that has identified the number of working days as One hundred Twenty (120) working days.***
3. Per Page 6 of the bid document, **the bid opening will be teleconferenced; teleconferencing information will be made available at least 7 days ahead of the bid opening date.**

The following is the teleconferencing information for the bid opening that will take place at 11:00 AM, local time, on Wednesday, October 21, 2020.

Zoom meeting information is the following:

Topic: Garden Grove Park Improvements City Project No. [2163101280](#)
Time: Oct 21, 2020 10:45 AM Pacific Time (US and Canada)

Join Zoom Meeting

<https://ggcity-org.zoom.us/j/99544088971?pwd=SjdZeSs4ckpXcFZmRUlkSUF5M2gzQT09>

Meeting ID: [995 4408 8971](#)

Passcode: 572023

One tap mobile

+16699006833,,99544088971# US (San Jose)

+13462487799,,99544088971# US (Houston)

Dial by your location

[+1 669 900 6833](#) US (San Jose)

[+1 346 248 7799](#) US (Houston)

[+1 253 215 8782](#) US (Tacoma)

[+1 929 205 6099](#) US (New York)

[+1 301 715 8592](#) US (Germantown)

[+1 312 626 6799](#) US (Chicago)

Meeting ID: [995 4408 8971](#)

Find your local number: <https://ggcity-org.zoom.us/j/99544088971>

Addendum No. 1 to City Project 2163101280 REVISED
October 13, 2020
Page 2 of 2

The contractor is hereby notified that Addendum 1 must be acknowledged and submitted as part of the bid. Failure to do so, could result in the City designating said bid as "Non Responsive". All other terms and conditions of the BID shall remain the same.

Issued by: *Sandra Segawa*
Sandra Segawa, C.P.M., CPPB
Purchasing Division Manager
City of Garden Grove

ADDENDUM No.2

Covering

CHANGE IN SPECIFICATIONS AND/OR PLANS

Date Issued: October 13, 2020

Date Effective: October 13, 2020

**IFB No. City Project 2163101280 REVISED: Garden Grove Park
Improvements Project**

INTENT

1. This addendum is issued prior to receipt of bids to provide for modifications in plans and/or specifications. Acknowledgment of this addendum shall be made and cost for work included in proposer's submittal.
2. The Davis Bacon Wage Rates which were revised on 10/9/20 are attached and are also attached under the Documents & Attachments tab on the City's Planet Bids site.

The contractor is hereby notified that Addenda 1 and 2 must be acknowledged and submitted as part of the bid. Failure to do so, could result in the City designating said bid as "Non Responsive". All other terms and conditions of the BID shall remain the same.

Issued by: *Sandra Segawa*
Sandra Segawa, C.P.M., CPPB
Purchasing Division Manager
City of Garden Grove

"General Decision Number: CA20200024 10/09/2020

Superseded General Decision Number: CA20190024

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Orange County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	01/10/2020
2	01/31/2020
3	03/06/2020
4	05/08/2020
5	05/15/2020
6	05/29/2020
7	07/03/2020
8	07/17/2020
9	07/24/2020
10	07/31/2020
11	08/07/2020
12	09/04/2020
13	09/25/2020
14	10/02/2020
15	10/09/2020

ASBE0005-002 09/01/2019

Rates

Fringes

Asbestos Workers/Insulator
(Includes the application of
all insulating materials,
protective coverings,
coatings, and finishes to all
types of mechanical systems).....\$ 43.77 22.48
Fire Stop Technician
(Application of Firestopping
Materials for wall openings
and penetrations in walls,
floors, ceilings and curtain
walls).....\$ 28.92 18.73

ASBE0005-004 07/01/2019

Rates Fringes

Asbestos Removal
worker/hazardous material
handler (Includes
preparation, wetting,
stripping, removal,
scrapping, vacuuming, bagging
and disposing of all
insulation materials from
mechanical systems, whether
they contain asbestos or not)....\$ 20.63 12.17

* BRCA0004-010 05/01/2020

Rates Fringes

BRICKLAYER; MARBLE SETTER.....\$ 41.39 18.95

*The wage scale for prevailing wage projects performed in
Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine
Palms, Needles and 1-15 corridor (Barstow to the Nevada
State Line) will be Three Dollars (\$3.00) above the
standard San Bernardino/Riverside County hourly wage rate

BRCA0018-004 06/01/2019

Rates Fringes

MARBLE FINISHER.....\$ 33.43 14.11
TILE FINISHER.....\$ 28.23 12.65
TILE LAYER.....\$ 40.07 18.36

BRCA0018-010 09/01/2020

Rates Fringes

TERRAZZO FINISHER.....\$ 33.66 14.20
TERRAZZO WORKER/SETTER.....\$ 41.60 14.73

CARP0409-001 07/01/2018

Rates Fringes

CARPENTER
(1) Carpenter, Cabinet
Installer, Insulation
Installer, Hardwood Floor
Worker and acoustical

installer.....	\$ 41.84	19.17
(2) Millwright.....	\$ 42.91	19.17
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 42.54	19.17
(4) Pneumatic Nailer, Power Stapler.....	\$ 40.09	19.17
(5) Sawfiler.....	\$ 39.83	19.17
(6) Scaffold Builder.....	\$ 31.60	19.17
(7) Table Power Saw Operator.....	\$ 40.93	19.17

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

 CARP0409-005 07/01/2015

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 37.35	11.08
STOCKER/SCRAPPER.....	\$ 10.00	7.17

 CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer.....	\$ 17.00	7.41

 ELEC0011-002 12/31/2018

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System		
Installer.....	\$ 36.07	3%+14.43
Technician.....	\$ 33.30	3%+27.82

SCOPE OF WORK:

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below) and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding

installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station. Fire alarm work shall be performed at the current inside wireman total cost package.

 ELEC0441-001 08/31/2020

	Rates	Fringes
CABLE SPLICER.....	\$ 50.11	21.95
ELECTRICIAN.....	\$ 47.91	21.89

* ELEC0441-003 12/01/2019

COMMUNICATIONS & SYSTEMS WORK (excludes any work on Intelligent Transportation Systems or CCTV highway systems)

	Rates	Fringes
Communications System		
Installer.....	\$ 36.72	14.81
Technician.....	\$ 31.23	15.39

SCOPE OF WORK The work covered shall include the installation, testing, service and maintenance, of the following systems that utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for TV monitoring and surveillance, background foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

A. Communication systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems SCADA (Supervisory control/data acquisition PCM (Pulse code modulation) Inventory control systems Digital data systems Broadband & baseband and carriers Point of sale systems VSAT data systems Data communication systems RF and remote control systems Fiber optic data systems

B. Sound and Voice Transmission/Transference Systems Background-Foreground Music Intercom and Telephone Interconnect Systems Sound and Musical Entertainment Systems Nurse Call Systems Radio Page Systems School Intercom and Sound Systems Burglar Alarm Systems Low-Voltage Master Clock Systems Multi-Media/Multiplex Systems Telephone Systems RF Systems and Antennas and Wave Guide

C. *Fire Alarm Systems-installation, wire pulling and testing.

D. Television and Video Systems Television Monitoring and Surveillance Systems Video Security Systems Video Entertainment Systems Video Educational Systems CATV and CCTV

E. Security Systems, Perimeter Security Systems, Vibration

Sensor Systems

Sonar/Infrared Monitoring Equipment, Access Control Systems, Card Access Systems

*Fire Alarm Systems

- 1. Fire Alarms-In Raceways: Wire and cable pulling in raceways performed at the current electrician wage rate and fringe benefits.
- 2. Fire Alarms-Open Wire Systems: installed by the Technician.

ELEC0441-004 08/31/2020

	Rates	Fringes
ELECTRICIAN (TRANSPORTATION SYSTEMS, TRAFFIC SIGNALS & STREET LIGHTING)		
Cable Splicer/Fiber Optic Splicer.....	\$ 48.51	21.91
Electrician.....	\$ 47.91	21.89
Technician.....	\$ 35.93	21.53

SCOPE OF WORK: Electrical work on public streets, freeways, toll-ways, etc, above or below ground. All work necessary for the installation, renovation, repair or removal of Intelligent Transportation Systems, Video Surveillance Systems (CCTV), Street Lighting and and Traffic Signal work or systems whether underground or on bridges. Includes dusk to dawn lighting installations and ramps for access to or egress from freeways, toll-ways, etc.

Intelligent Transportation Systems shall include all systems and components to control, monitor, and communicate with pedestrian or vehicular traffic, included but not limited to: installation, modification, removal of all Fiber optic Video System, Fiber Optic Data Systems, Direct interconnect and Communications Systems, Microwave Data and Video Systems, Infrared and Sonic Detection Systems, Solar Power Systems, Highway Advisory Radio Systems, highway Weight and Motion Systems, etc.

Any and all work required to install and maintain any specialized or newly developed systems. All cutting, fitting and bandaging of ducts, raceways, and conduits. The cleaning, rodding and installation of ""fish and pull wires"". The excavation, setting, leveling and grouting of precast manholes, vaults, and pull boxes including ground rods or grounding systems, rock necessary for leveling and drainagae as well as pouring of a concrete envelope if needed.

JOURNEYMAN TRANSPORTATION ELECTRICIAN shall perform all tasks necessary to install the complete transportation system. JOURNEYMAN TECHNICIAN duties shall consist of: Distribution of material at job site, manual excavation and backfill, installation of system conduits and raceways for electrical, telephone, cable television and communication systems. Pulling, terminating and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, dector loop, fiber optic cable and video/data.

ELEC1245-001 06/01/2020

Rates Fringes

LINE CONSTRUCTION

(1) Lineman; Cable splicer..\$ 59.14	20.78
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 47.24	19.59
(3) Groundman.....\$ 36.12	19.19
(4) Powderman.....\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,
Independence Day, Labor Day, Veterans Day, Thanksgiving Day
and day after Thanksgiving, Christmas Day

ELEV0018-001 01/01/2020

	Rates	Fringes
ELEVATOR MECHANIC.....\$ 57.40		34.765+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-003 07/01/2020

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....\$ 48.25		27.20
GROUP 2.....\$ 49.03		27.20
GROUP 3.....\$ 49.32		27.20
GROUP 4.....\$ 50.81		27.20
GROUP 5.....\$ 48.96		25.25
GROUP 6.....\$ 51.03		27.20
GROUP 8.....\$ 51.14		27.20
GROUP 9.....\$ 49.29		25.25
GROUP 10.....\$ 51.26		27.20
GROUP 11.....\$ 49.41		25.25
GROUP 12.....\$ 51.43		27.20
GROUP 13.....\$ 51.53		27.20
GROUP 14.....\$ 51.56		27.20
GROUP 15.....\$ 51.64		27.20
GROUP 16.....\$ 51.76		27.20
GROUP 17.....\$ 51.93		27.20
GROUP 18.....\$ 52.03		27.20
GROUP 19.....\$ 52.14		27.20
GROUP 20.....\$ 52.26		27.20
GROUP 21.....\$ 52.43		27.20
GROUP 22.....\$ 52.53		27.20
GROUP 23.....\$ 52.64		27.20
GROUP 24.....\$ 52.76		27.20
GROUP 25.....\$ 52.93		27.20
OPERATOR: Power Equipment		

(Cranes, Piledriving & Hoisting)

GROUP 1.....	\$ 49.60	27.20
GROUP 2.....	\$ 50.38	27.20
GROUP 3.....	\$ 50.67	27.20
GROUP 4.....	\$ 50.81	27.20
GROUP 5.....	\$ 51.03	27.20
GROUP 6.....	\$ 51.14	27.20
GROUP 7.....	\$ 51.26	27.20
GROUP 8.....	\$ 51.43	27.20
GROUP 9.....	\$ 51.60	27.20
GROUP 10.....	\$ 52.60	27.20
GROUP 11.....	\$ 53.60	27.20
GROUP 12.....	\$ 54.60	27.20
GROUP 13.....	\$ 55.60	27.20

OPERATOR: Power Equipment (Tunnel Work)

GROUP 1.....	\$ 50.10	27.20
GROUP 2.....	\$ 50.88	27.20
GROUP 3.....	\$ 51.17	27.20
GROUP 4.....	\$ 51.31	27.20
GROUP 5.....	\$ 51.53	27.20
GROUP 6.....	\$ 51.64	27.20
GROUP 7.....	\$ 51.76	27.20

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or

similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or

similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator

operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San

Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SBM to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a thin strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM

to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

 ENGI0012-004 08/01/2020

	Rates	Fringes
OPERATOR: Power Equipment		
(DREDGING)		
(1) Leverman.....	\$ 56.40	30.00
(2) Dredge dozer.....	\$ 50.43	30.00
(3) Deckmate.....	\$ 50.32	30.00
(4) Winch operator (stern winch on dredge).....	\$ 49.77	30.00
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 49.23	30.00
(6) Barge Mate.....	\$ 49.84	30.00

 IRON0433-006 07/01/2020

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 34.58	24.81
Ornamental, Reinforcing and Structural.....	\$ 41.00	33.45

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LAB00300-005 01/01/2018

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 33.19	17.78

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LAB00345-001 07/01/2020

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 45.05	19.62
GROUP 2.....	\$ 44.10	19.62
GROUP 3.....	\$ 40.56	19.62

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LAB00652-001 07/01/2019

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 40.19	19.07
GROUP 2.....	\$ 40.51	19.07
GROUP 3.....	\$ 40.97	19.07
GROUP 4.....	\$ 41.66	19.07
LABORER		
GROUP 1.....	\$ 35.24	20.09
GROUP 2.....	\$ 35.79	20.09
GROUP 3.....	\$ 36.34	20.09
GROUP 4.....	\$ 37.89	20.09
GROUP 5.....	\$ 38.24	20.09

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and

out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabetender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer

house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

 LAB00652-003 07/01/2018

	Rates	Fringes
Brick Tender.....	\$ 32.26	18.40

LAB01184-001 07/01/2020

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 37.85	15.99
(2) Vehicle Operator/Hauler.	\$ 38.02	15.99
(3) Horizontal Directional Drill Operator.....	\$ 39.87	15.99
(4) Electronic Tracking Locator.....	\$ 41.87	15.99
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 39.06	19.01
GROUP 2.....	\$ 40.36	19.01
GROUP 3.....	\$ 42.37	19.01
GROUP 4.....	\$ 44.11	19.01

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

LABO1414-001 08/05/2020

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 36.03	21.01
PLASTER TENDER.....	\$ 38.58	21.01

Work on a swing stage scaffold: \$1.00 per hour additional.

PAIN0036-001 07/01/2020

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 29.59	17.12
(2) All Other Work.....	\$ 33.12	17.24

REPAINT of any previously painted structure. Exceptions:
work involving the aerospace industry, breweries,
commercial recreational facilities, hotels which operate
commercial establishments as part of hotel service, and
sports facilities.

PAIN0036-008 10/01/2019

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 42.18	19.52

PAIN0036-015 01/01/2020

	Rates	Fringes
GLAZIER.....	\$ 43.45	23.39

FOOTNOTE: Additional \$1.25 per hour for work in a condor,
from the third (3rd) floor and up Additional \$1.25 per
hour for work on the outside of the building from a swing
stage or any suspended contrivance, from the ground up

PAIN1247-002 01/01/2020

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 37.55	13.78

PLAS0200-009 08/07/2019

	Rates	Fringes
PLASTERER.....	\$ 43.73	16.03

PLAS0500-002 07/01/2020

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 38.50	25.91

PLUM0016-001 09/01/2020

Rates Fringes

PLUMBER/PIPEFITTER

Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space.....	\$ 50.70	23.73
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 38.73	22.06
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 52.28	24.71

* PLUM0345-001 09/01/2020

Rates Fringes

PLUMBER

Landscape/Irrigation Fitter.....	\$ 35.30	24.10
Sewer & Storm Drain Work....	\$ 39.39	21.48

ROOF0036-002 08/01/2019

Rates Fringes

ROOFER.....	\$ 39.52	17.47
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FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour "pitch premium" pay.

SFCA0669-008 04/01/2019

DOES NOT INCLUDE SAN CLEMENTE ISLAND, THE CITY OF SANTA ANA, AND THAT PART OF ORANGE COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

Rates Fringes

SPRINKLER FITTER.....	\$ 38.85	23.85
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SFCA0709-003 01/01/2020

SAN CLEMENTE ISLAND, THE CITY OF SANTA ANA, AND THAT PART OF ORANGE COUNTY WITHIN 25 MILES BEYOND THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER (Fire).....	\$ 46.51	28.63

SHEE0105-003 01/01/2020		

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work.....	\$ 45.78	28.96
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtrual sheet metal work, excluding A-C, heating, ventilating systems for human comfort....	\$ 45.78	28.96

TEAM0011-002 07/01/2020		

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 32.59	30.59
GROUP 2.....	\$ 32.74	30.59
GROUP 3.....	\$ 32.87	30.59
GROUP 4.....	\$ 33.06	30.59
GROUP 5.....	\$ 33.09	30.59
GROUP 6.....	\$ 33.12	30.59
GROUP 7.....	\$ 33.37	30.59
GROUP 8.....	\$ 33.62	30.59
GROUP 9.....	\$ 33.82	30.59
GROUP 10.....	\$ 34.12	30.59
GROUP 11.....	\$ 34.62	30.59
GROUP 12.....	\$ 35.05	30.59

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3

axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION"

ADDENDUM No.3

Covering

CHANGE IN SPECIFICATIONS AND/OR PLANS

Date Issued: October 15, 2020

Date Effective: October 15, 2020

IFB No. City Project 2163101280 REVISED: Garden Grove Park
Improvements Project

INTENT

1. This addendum is issued prior to receipt of bids to provide for modifications in plans and/or specifications. Acknowledgment of this addendum shall be made and cost for work included in proposer's submittal.
2. In the bid documents, Appendix B - Project Plans, there are two different drawings for pages E-2 and E-3.

Please keep the following drawings and remove the other two:

E-2: Plot date of 7/13/2020 (lower right margin of sheet)

E-3: Plot date of 9/15/2020 (lower right margin of sheet)

The contractor is hereby notified that Addenda 1, 2 and 3 must be acknowledged and submitted as part of the bid. Failure to do so, could result in the City designating said bid as "Non Responsive". All other terms and conditions of the BID shall remain the same.

Issued by: *Sandra Segawa*
Sandra Segawa, C.P.M., CPPB
Purchasing Division Manager
City of Garden Grove



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/02/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Weaver & Associates, Inc. PO Box 1508 Arcadia CA 91077	CONTACT NAME: Jacquelyn D Song	
	PHONE (A/C, No, Ext): (626) 446-6161 FAX (A/C, No): (626) 445-3827 E-MAIL ADDRESS: jacquelyn@weaverinsurance.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Insurance Company of the West		27847
INSURER B: Capitol Indemnity Corporation		10472
INSURER C: Financial Pacific Insurance Gr		31453
INSURER D:		
INSURER E:		
INSURER F:		

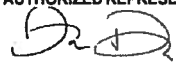
INSURED
 United Construction & Landscape Inc.
 9018 Balboa Blvd. #128
 Northridge CA 91325

COVERAGES **CERTIFICATE NUMBER:** Cert ID 6402 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	60523331	03/24/2020	03/24/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Pollution \$ 150,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	Y	Y	60523331	03/24/2020	03/24/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						\$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			XS20022361	03/24/2020	03/24/2021	EACH OCCURRENCE \$ 8,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 8,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WV85053913 00	02/26/2020	02/26/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
							\$
							\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Following policy endorsement forms apply on a blanket basis per terms listed on each individual form in favor of the certificate holder as required by written contract: Additional insured as respects General and Auto liability. Waiver of subrogation applies to the General and Auto liability and workers compensation. General and Auto liability are primary non-contributory.

CERTIFICATE HOLDER Proof of Insurance	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ACORD 25 (2016/03)

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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 shown in the Declarations;

whichever is less.

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

ULTRA LIABILITY PLUS ENDORSEMENT**COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES**

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.

- * Extended Property Damage
- * Expanded Fire Legal Liability to include Explosion, Lightning and Sprinkler Leakage
- * Coverage for non-owned watercraft is extended to 51 feet in length
- * Property Damage - Borrowed Equipment
- * Property Damage Liability - Elevators
- * Coverage D - Voluntary Property Damage Coverage
\$5,000 Occurrence with a \$10,000 Aggregate
- * Coverage E - Care, Custody and Control Property Damage Coverage
\$25,000 Occurrence with a \$100,000 Aggregate - \$500 Deductible
- * Coverage F - Electronic Data Liability Coverage - \$50,000
- * Coverage G - Product Recall Expense
\$25,000 Each Recall Limit with a \$50,000 Aggregate - \$1,000 Deductible
- * Coverage H - Water Damage Legal Liability - \$25,000
- * Increase in Supplementary Payments: Bail Bonds to \$1,000
- * Increase in Supplementary Payments: Loss of Earnings to \$500
- * For newly formed or acquired organizations - extend the reporting requirement to 180 days
- * Broadened Named Insured
- * Automatic Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement With You
- * Automatic Additional Insured - Vendors
- * Automatic Additional Insured - Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
- * Automatic Additional Insured - Managers or Lessor of Premises
- * Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured
- * Additional Insured - Employee Injury to Another Employee
- * Automatically included - Aggregate Limits of Insurance (per location)
- * Automatically included - Aggregate Limits of Insurance (per project)
- * Knowledge of occurrence - Knowledge of an "occurrence", "claim or suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee
- * Blanket Waiver of Subrogation
- * Liberalization Condition
- * Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
- * Mobile equipment to include snow removal, road maintenance and street cleaning equipment less than 1,000 lbs GVW
- * Bodily Injury Redefined

REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 12 FOR CHANGES AFFECTING YOUR INSURANCE PROTECTION

j. Damage to Property

"Property damage" to:

- (1) Property held by the insured for servicing, repair, storage or sale at premises you own, rent, lease, operate or use;
- (2) Property transported by or damage caused by any "automobile", "watercraft" or "aircraft" you own, hire or lease;
- (3) Property you own, rent, lease, borrow or use.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for this coverage.

2. COVERAGE E - CARE, CUSTODY AND CONTROL PROPERTY DAMAGE COVERAGE

For the purpose of this **Care, Custody and Control Property Damage Coverage** only:

- a. Item (4) of **Exclusion j.** does not apply.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for this coverage.

3. COVERAGE F - ELECTRONIC DATA LIABILITY COVERAGE

For the purposes of this **Electronic Data Liability Coverage** only:

- a. **Exclusion p. of Coverage A – Bodily Injury And Property Damage Liability in Section I – Coverages** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury"

- b. **"Property Damage"** means:

- (1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- (2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- (3) Loss of, loss of use of, damage to, corruption of, inability to access or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this **Electronic Data Liability Coverage**, "electronic data" is not tangible property.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

4. COVERAGE G - PRODUCT RECALL EXPENSE

- a. **Insuring Agreement**

- (1) We will pay 90% of "product recall expense" you incur as a result of a "product recall" you initiate during the coverage period.
- (2) We will only pay for "product recall expense" arising out of "your products" which have been physically relinquished to others.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

SECTION II- WHO IS AN INSURED

A. The following change is made:

Extended Reporting Requirements

Item 3.a. is deleted and replaced by the following :

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. The following provisions are added:

4. BROAD FORM NAMED INSURED

Item 1.f. is added as follows:

- f. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However:

- (1) Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired more than 50 percent of the voting stock; and
- (2) Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired more than 50 percent of the voting stock.

5. Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction or Service Agreement With You

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy is an insured. Such person or organization is an additional insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of:

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.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the 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:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

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

2. "Bodily injury" or "property damage" occurring after:
 - a. 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

However, the insurance afforded to such additional insured:

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

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

8. Additional Insured – Managers or Lessors of Premises

- a. Any person(s) or organization(s), but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) afforded coverage by this additional coverage.

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.

9. Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured

- a. Any architects, engineers or surveyors who are not engaged by you are insureds, but only with respect to liability for "bodily injury" or "property damage" or "personal and advertising injury" which may be imputed to that architect, engineer or surveyor arising out of:

- (1) Your acts or omissions; or
- (2) Your acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

But only if such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

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

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection or engineering services.

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

10. Aggregate Limits of Insurance (Per Location)

The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

11. Aggregate Limits of Insurance (Per Project)

The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

12. With respects to the insurance afforded to additional insureds afforded coverage by items 5 through 10 of SECTION II – WHO IS AN INSURED above, the following is added:

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

- a. Required by the contract or agreement;
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- Whichever is less.

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

13. Subject to 5. of SECTION III – LIMITS OF INSURANCE , a \$5,000 "occurrence" limit and a \$10,000 "aggregate" limit is the most we will pay under Coverage A for damages because of "property damage" covered under Coverage D - Voluntary Property Damage Coverage .

For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for this coverage.

14. Subject to 5. of SECTION III – LIMITS OF INSURANCE , a \$25,000 "occurrence" limit and a \$100,000 "aggregate" limit is the most we will pay under Coverage E - Care, Custody and Control Coverage regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

Deductible - Our obligation to pay damages on your behalf applies only to the amount of damages in excess of \$500.

This deductible applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

As respects this coverage "Aggregate" is the maximum amount we will pay for all covered "occurrences" during one policy period.

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for this coverage.

15. Subject to 5. of SECTION III – LIMITS OF INSURANCE , the most we will pay for "property damage" under Coverage F - Electronic Data Liability Coverage for loss of "electronic data" is \$50,000 without regard to the number of "occurrences".

13. The following conditions are added in regard to **Coverage G - Product Recall Expense**:

In event of a "product recall", you must:

- a. See to it that we are notified as soon as practicable of a "product recall". To the extent possible, notice should include how, when and where the "product recall" took place and estimated "product recall expense".
- b. Take all reasonable steps to minimize "product recall expense". This will not increase the limits of insurance.
- c. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed.
- d. Permit us to inspect and obtain other information proving the loss. You must send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request.
- e. Cooperate with us in the investigation or settlement of any claim.
- f. Assist us upon our request, in the enforcement of any rights against any person or organization which may be liable to you because of loss to which this insurance applies.

SECTION V – DEFINITIONS

A. At item 12. **Mobile Equipment** the wording at f.(1) is deleted and replaced by the following:

f.(1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

except for such vehicles that have a gross vehicle weight less than 1,000 lbs which are not designed for highway use.

B. Item 3. "**bodily injury**" is deleted and replaced with the following:

3. "bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

C. The following definitions are added for this endorsement only:

23. "**Electronic data**" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

24. "**Product recall**" means a withdrawal or removal from the market of "your product" based on the determination by you or any regulatory or governmental agency that:

- a. The use or consumption of "your product" has caused or will cause actual or alleged "bodily injury" or "property damage"; and
- b. Such determination requires you to recover possession or control of "your product" from any distributor, purchaser or user, to repair or replace "your product", but only if "your product" is unfit for use or consumption, or is hazardous as a result of:
 - (1) An error or omission by an insured in the design, manufacturing, processing, labeling, storage, or transportation of "your product"; or
 - (2) Actual or alleged intentional, malicious or wrongful alteration or contamination of "your product" by someone other than you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ULTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

COVER AGE INDEX

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BROAD FORM INSURED	1
EMPLOYEES AS INSURED	2
ADDITIONAL INSURED STATUS BY CONTRACT, AGREEMENT OR PERMIT	2
AMENDED FELLOW EMPLOYEE EXCLUSION	2
TOWING AND LABOR	2
PHYSICAL DAMAGE ADDITIONAL TRANSPORTATION EXPENSE COVERAGE	3
EXTRA EXPENSE - THEFT	3
RENTAL REIMBURSEMENT AND ADDITIONAL TRANSPORTATION EXPENSE	3
PERSONAL EFFECTS COVERAGE	4
AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE	4
AIRBAG ACCIDENTAL DISCHARGE	4
AUTO LOAN/LEASE TOTAL LOSS PROTECTION ENDORSEMENT	4
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AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS	5
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HIRED, LEASED, RENTED OR BORROWED AUTO PHYSICAL DAMAGE	5
EXTENDED CANCELLATION CONDITION	6

The COVER AGE INDEX set forth above is informational only and grants no coverage.

Terms set forth in ***(Bold Italics)*** are likewise for information only and by themselves shall be deemed to grant no coverage.

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

SECTION I – COVERED AUTOS, paragraph C. **Certain Trailers, Mobile Equipment and Temporary Substitute Autos** is amended by adding the following at the end of the existing language:

If Physical Damage Coverage is provided under this Coverage form for an "auto" you own, the Physical Damage coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss", or destruction.

B. BROADENED LIABILITY COVERAGES

SECTION II – LIABILITY COVERAGE in Paragraph A. **Coverage at 1. Who Is An Insured** is amended to include the following:

(Broad Form Insured)

d. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

- (b) For "medium trucks" we will pay up to \$150 per disablement. "Medium trucks" have a gross vehicle weight (GVW) of 10,001 lbs. to 20,000 pounds.

However, the labor must be performed at the place of disablement.

**(PHYSICAL DAMAGE ADDITIONAL
TRANSPORTATION EXPENSE COVERAGE)**

4. Coverage Extensions

- a. **Transportation Expense** is amended to provide the following limits:

We will pay up to \$50 per day to a maximum of \$1,000. All other terms and provisions of this section remain applicable.

(EXTRA EXPENSE - THEFT)

The following language is added to **4. Coverage Extensions**:

c. Theft Recovery Expense

If you have purchased Comprehensive Coverage on an "auto" that is stolen, we will pay the expense of returning that stolen auto to you. The limit for this coverage extension is \$5,000.

**(RENTAL REIMBURSEMENT AND ADDITIONAL
TRANSPORTATION EXPENSE)**

d. Rental Reimbursement

We will provide Rental Reimbursement and Additional Expense coverage only for those Physical Damage coverages for which a premium is shown in the Declarations or schedule pages. Coverage applies only to a covered "auto" of the private passenger or light truck (10,000 lbs. or less gross vehicle weight) type for which Physical Damage coverages apply.

- (1) We will pay for auto rental expense and the expense incurred by you because of "loss" to remove and transfer your materials and equipment from a covered "auto" to a covered "auto." Payment applies in addition to the otherwise applicable coverage you have on a covered "auto." No deductible applies to this coverage.

- (2) We will pay only for expenses incurred during the policy period and beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

- (a) The number of days reasonably required to repair or replace the covered "auto." If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you, or

- (b) 30 days.

- (3) Our payment is limited to the lesser of the following amounts:

- (a) Necessary and actual expenses incurred; or

- (b) \$35 per day.

- (c) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

- (d) If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expense which is not already provided for under the **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses.**

(PERSONAL EFFECTS COVERAGE)

e. Personal Effects

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$500 for Personal Effects stolen with the "auto". The insurance provided under this provision is excess over any other collectible insurance. For this coverage extension, Personal Effects means tangible property that is worn or carried by an "insured". Personal Effects does not include tools, jewelry, guns, musical instruments, money, or securities.

- a. The amount paid under the Physical Damage Coverage Section of the policy; and
- b. Any:
 - (1) Overdue lease / loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

(GLASS REPAIR – DEDUCTIBLE AMENDMENT)

Under D., **Deductible** is amended by adding the following:

Any deductible shown in the Declarations as applicable to the covered "auto" will not apply to glass breakage if the damaged glass is repaired, rather than replaced.

F. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Under **SECTION IV – BUSINESS AUTO CONDITIONS, Subsection A., Loss Conditions**, the following is added to paragraph 2. **Duties In The Event of Accident, Suit or Loss:**

- d. Knowledge of any "accident," "claim," "suit" or "loss" will be deemed knowledge by you when notice of such "accident," "claim," "suit" or "loss" has been received by:
 - (1) You, if you are an individual;
 - (2) Any partner or insurance manager if you are a partnership;
 - (3) An executive officer or insurance manager, if you are a corporation;

- (4) Your members, managers or insurance manager, if you are a limited liability company; or
- (5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization.

G. WAIVER OF SUBROGATION REQUIRED BY CONTRACT

Under **SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions 5. Transfer of Rights of Recovery Against Others to Us** the following language is added:

However, we waive any rights of recovery we may have against the person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under the policy to which this endorsement is attached. This provision does not apply unless the written contract or written agreement has been executed, or permit has been issued, prior to the "bodily injury" or "property damage."

H. UNINTENTIONAL FAILURE TO DISCLOSE

Under **SECTION IV – BUSINESS AUTO CONDITIONS, Subsection B. General Conditions**, the following is added to 2. **Concealment, Misrepresentation Or Fraud:**

Your unintentional error in disclosing, or failing to disclose, any material fact existing at the effective date of this Coverage Form, or during the policy period in connection with any additional hazards, will not prejudice your rights under this Coverage Form.

I. HIRED, LEASED, RENTED OR BORROWED AUTO PHYSICAL DAMAGE

Under **SECTION IV – BUSINESS AUTO CONDITIONS B. General Conditions 5. Other Insurance**

Paragraph 5.b. is replaced by the following:

- b. (1) For "Comprehensive" and "Collision" Auto Physical Damage provided by this endorsement, the following are deemed to be covered "autos" you own:
 - (a) Any Covered "auto" you lease, hire, rent or borrow; and

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

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).

The additional premium for this endorsement shall be **2 %** of the total California Workers' Compensation premium otherwise due.

Schedule

Person or Organization	Job Description
ANY PERSON / ORG WHEN REQUIRED BY WRITTEN CONTRACT	ALL CA OPERATIONS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02/26/2020	Policy No. WVE 5053913 00	Endorsement No. 002
Insured UNITED CONSTRUCTION &		Premium \$ INCL.
Insurance Company INSURANCE COMPANY OF THE WEST		

Countersigned By _____



**CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE**



License Number **960915**

Entity **CORP**

Business Name **UNITED CONSTRUCTION &
LANDSCAPE INC**

Classifications **C27 A C12 B**

Expiration Date **05/31/2021**

www.cslb.ca.gov



United Construction & Landscape, Inc

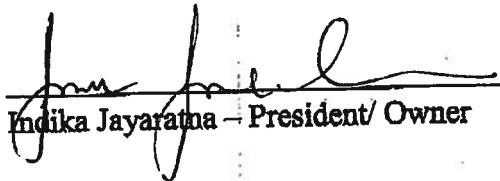
9018 Balboa Blvd., #128, Northridge, CA 91325
P: 818-988-9706 F: 818-988-9707 Email: info@ucmland.net

May 31, 2019

I, Indika Jayaratna, swear that this is my signature on the Articles of Incorporation as the President of United Construction & Landscape Inc.

Thank you very much.

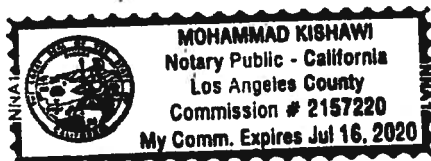
Sincerely,


Indika Jayaratna – President/ Owner

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
Subscribed and sworn to before me
this 31 day of May, 20 19
By: Indika Jayaratna
proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.


(Signature of Notary Public)



3308263

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

JUL 14 2010

ARTICLES OF INCORPORATION

I

The name of this corporation is **United Construction & Landscape Inc**

II

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under **GENERAL CORPORATION LAW** of California other than the banking business, the trust company business of the practice of a profession permitted to be incorporated by the California Corporations Code.

III

The name and address in the State of California of this corporation's initial agent for service of process is:

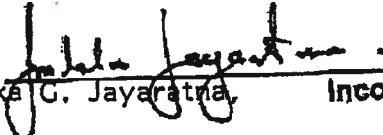
Name **Indika Geeganaarachchige Jayaratna**

Address **2690 Theresa Street**

City **Newbury Park** State **CALIFORNIA** Zip **91320**

IV

This corporation is authorized to issue only one class of shares of stock; and the total number of shares, which this corporation is authorized to issue is **2,500**.


Indika G. Jayaratna, Incorporator

DEBRA BOWEN, Secretary of State

Debra Bowen

Date: _____

JUL 29 2010

me

I hereby certify that the foregoing
transcript of _____ page(s)
is a full, true and correct copy of the
original record in the custody of the
California Secretary of State's office.



3308583