### CITY OF BEAUMONT PUBLIC WORKS AGREEMENT

This PUBLIC WORKS AGREEMENT ("Agreement") is made and effective upon signature by and between the City of Beaumont, a municipal corporation ("CITY"), and Borden Excavating, Inc. ("CONTRACTOR"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

#### I. SCOPE OF WORK

The CONTRACTOR shall perform within the time set forth in Article 2 of this Agreement and shall furnish all labor, materials, equipment, tools, utility services, and transportation and perform and complete all work required in connection with the Mesa Lift Station Upgrade (WW-11) (hereinafter "Project"). CITY's Invitation for Bids ("Invitation") for the Project, dated July 9, 2024, and CONTRACTOR's Bid in response to the Invitation, dated August 20, 2024, are attached hereto as Exhibits A and B, respectively and incorporated herein by this reference. The Scope of Work for the Project is set forth in the Invitation. In the event that any terms of the Bid are different from the Invitation for Bids, the Invitation for Bids shall control. Any additional terms in the Bid that purport to bind the City to any additional terms not contained in this Agreement and related attachments shall not be binding on the City.

By entering into this Agreement, CONTRACTOR acknowledges that there may be other contractors on the site whose work will be coordinated with that of its own. CONTRACTOR expressly warrants and agrees that it will cooperate with other contractors and will do nothing to delay, hinder, or interfere with the work of other separate contractors, the CITY, the Construction Manager, the Engineer, or utilities. CONTRACTOR also expressly agrees that, in the event its work is hindered, delayed, interfered with, or otherwise affected by a separate contractor, its sole remedy will be a direct action against the separate contractor. To the extent allowed by law, the CONTRACTOR will have no remedy, and hereby expressly waives any remedy against the CITY, the Construction Manager (if any), and the Engineer on account of delay, hindrance, interference or other events.

#### II. TIME FOR PROJECT COMPLETION

All of CONTRACTOR's work on the Project shall be completed within durations established for the individual activities. All work shall commence ten (10) calendar days after receiving a written Notice of Award from the CITY or Construction Manager, if a Construction Manager is employed by CITY on the Project. CONTRACTOR shall refer to the invitations for bids, and Project Plans and Specifications, all of which, as set forth below, are incorporated herein by reference, for contractual obligations regarding individual activity durations.

#### III. THE CONTRACT SUM

The CITY shall pay to the CONTRACTOR for the performance of this Agreement, subject to any additions and deductions provided in the Project documents, the sum of Six Million Eight Hundred Five Thousand Seven Hundred Ninety-Seven dollars (\$6,805,797.00).

#### IV. PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Engineer by the CONTRACTOR and Certificates for Payment issued by the Engineer, the CITY shall make progress payments on account of the Contract Sum to the CONTRACTOR as provided in the General Conditions, which are fully incorporated into this Agreement by this reference.

This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

#### V. <u>INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT</u>

CONTRACTOR shall indemnify, defend with legal counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single legal counsel from representing both CITY and CONTRACTOR, or should CITY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad

and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

CONTRACTOR obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of CITY.

#### VI. PREVAILING WAGES

- A. Contractor shall comply with all applicable laws and regulations relating to prevailing wages. Wage rates for this Project shall be in accordance with the "General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Riverside County. Wage rates shall conform with those posted at Beaumont City Hall and the Project site.
- B. The following Labor Code sections are hereby referenced and made a part of this Agreement:
  - Section 1775 Penalty for Failure to Comply with Prevailing Wage Rates
  - 2. Section 1777.4 Apprenticeship Requirements.
  - 3. Section 1777.5 Apprenticeship Requirements.
  - 4. Section 1813 Penalty for Failure to Pay Overtime.
  - 5. Sections 1810 and 1811 Working Hour Restrictions.
  - 6. Section 1775 Payroll Records.
  - 7. Section 1773.8 Travel and Subsistence Pay.

#### VII. RECORD AUDIT

In accordance with Government Code, Section 8546.7, records of both the CITY and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

#### VIII. FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Agreement Sum, shall be paid by the CITY to the CONTRACTOR no sooner than thirty-five (35) days after a Notice of Completion has been recorded, unless otherwise stipulated in the Notice of Completion, provided the work has then been completed, the Agreement fully performed, and a final Certificate for Payment has been issued by the Engineer.

#### IX. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the CONTRACTOR for a period of three (3) calendar days after receipt of written demand from CITY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the CITY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY.

#### X. <u>INSURANCE</u>

Prior to the beginning of and throughout the duration of the Project, CONTRACTOR and its subcontractors shall maintain insurance in conformance with the requirements set forth below. Attached hereto as Exhibit C are copies of Certificates of Insurance and the waiver of subrogation endorsement as required by Section 6.B.1. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.

CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONTRACTOR or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to CITY.

#### A. Types of Insurance

Without limiting CONTRACTOR's indemnification of CITY, and prior to commencement of Work, CONTRACTOR shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to CITY:

- 1. General liability insurance. CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
- 2. Automobile liability insurance. CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
- 3. Umbrella or excess liability insurance. If CONTRACTOR is using umbrella coverage to meet part of its liability insurance requirements under Paragraph 1 of this Section, CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury, completed operations and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:
  - A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
  - Pay on behalf of wording as opposed to reimbursement;
  - Concurrency of effective dates with primary policies;
  - Policies shall "follow form" to the underlying primary policies; and
  - Insureds under primary policies shall also be insureds under the umbrella or excess policies.

4. Workers' compensation insurance. CONTRACTOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for CONTRACTOR's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

CONTRACTOR shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees and volunteers.

5. Pollution liability insurance. Environmental Impairment Liability Insurance shall be written on a CONTRACTOR's Pollution Liability form or other form acceptable to CITY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The CITY, its officials, officers, agents, and employees, shall be included as insureds under the policy.

6. Builder's risk insurance. Upon commencement of construction and with approval of CITY, CONTRACTOR shall obtain and maintain builder's risk insurance for the entire duration of the Project until only the CITY has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

The named insureds shall be CONTRACTOR and CITY, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. CONTRACTOR shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to CITY.

The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the CITY. The CITY will act as a fiduciary for all other interests in the Project.

Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to CITY to ensure adequacy of terms and sublimits and shall be submitted to the CITY prior to commencement of construction.

#### B. Other provisions or requirements

- 1. Proof of insurance. CONTRACTOR shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by CITY's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 2. Duration of coverage. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

- 3. Primary/noncontributing. Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.
- 4. CITY's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement.
- 5. Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's risk manager.
- 6. Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- 7. Enforcement of contract provisions (non estoppel). CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.
- **8. Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any

coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

- 9. Notice of cancellation. CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
- **10. Additional insured status**. General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.
- **11.Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.
- **12. Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
- 13. Pass through clause. CONTRACTOR agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONTRACTOR, provide the same minimum insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONTRACTOR agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to CITY for review.
- **14.CITY's right to revise requirements.** The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90)

day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the CITY and CONTRACTOR may renegotiate CONTRACTOR's compensation.

- **15.Self-insured retentions.** Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.
- 16. Timely notice of claims. CONTRACTOR shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
- **17.Additional insurance**. CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

#### XI. CONTRACTOR'S LICENSE

CONTRACTOR must possess at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing. CONTRACTOR shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing.

#### XII. REGISTRATION REQUIREMENTS

A. Pursuant to Section 1771.1(a) of the Labor Code:

"A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

- B. CONTRACTOR must be registered with the Department of Industrial Relations (DIR) of the State of California in order to be eligible to work on public works projects. CONTRACTOR must ensure registration with the DIR that is active and in good standing.
- C. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

D. The CONTRACTOR is not subject to public works requirements (including registration with the DIR) if the public works project is under \$1,000, unless the CITY knows that the same CONTRACTOR will be awarded total project costs in excess of \$1,000 for a given year.

#### XIII. CORPORATION IN GOOD STANDING

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that Bryce Borden whose title is Vice President is authorized to act for and bind the corporation.

#### XIV. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

#### XV. SUBSURFACE HAZARDOUS MATERIALS

- A. In the event trenches or other excavations extend deeper than four (4) feet below the surface, the CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the CITY in writing of any:
  - 1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law
  - 2. Subsurface or latent physical conditions at the site differing from those indicated.
  - Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the CONTRACT.
- B. Upon receipt of said notification the CITY will investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of or the time required for performance of any part of the work, the CITY will issue a change order under the procedures described in the General Conditions.
- C. In the event that a dispute arises between the CITY and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste or cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the

Agreement. The CONTRACTOR shall retain any and all rights provided either by Agreement or by law which pertain to the resolution of disputes and protests between the contracting parties.

#### XVI. COMPONENT PARTS OF THE CONTRACT

This Agreement entered into consists of the following CONTRACT DOCUMENTS, all of which are component parts of the Agreement as if herein set out in full or attached hereto:

□Notice Inviting Bids	□Drug-free Workplace Certification
□Scope of Work Summary	-
□Information for Bidders	□Plans and Specifications
□Bid Form	□Addenda ·
□Non-Collusion Affidavit	□Drawings
☐Site Visit Certification	□Change Orders
□Faithful Performance Bond	□Shop Drawing Transmittals
□Labor and Materials Payment	□Contractor's Certificate Regarding
Bond	□Non-Asbestos Containing
□General and Supplemental	Materials
Conditions	☐ Minority Business Enterprise
□Special Conditions	Forms
☐ Special Federal Provisions	□ Prevailing Wage Determinations
□Project Construction Schedule	□ SAM UEĬ Form
□Proposed Subcontractors	□ Byrd Anti-Lobbying Certification
□Bid Bond	Form
□Information Required of Bidder	☐ Economic Sanctions EO N-6-22
□Construction Services Agreement	Form
□Certificate Regarding Worker's	
Compensation	

All of the above-named CONTRACT DOCUMENTS are intended to be complementary. Work required by one of the above-named CONTRACT DOCUMENTS and not by others shall be done as if required by all.

#### XVII. ENTIRE CONTRACT

This Agreement constitutes the entire contract of the parties. No other agreements or contracts, whether oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

[Signatures on following page.]

#### **SIGNATURE PAGE TO**

## CITY OF BEAUMONT PUBLIC WORKS AGREEMENT

CITY:	CONTRACTOR:
CITY OF BEAUMONT	Borden Excavating, Inc.
Ву:	By: By By
David Fenn, Mayor	Print Name: Bryce Borden
Date:	Title: Vice President
ATTEST:	Date: 9/10/24
By: Nicole Wheelright, Deputy City Clerk	
Date:	
APPROVED AS TO FORM:	
By: John O, Pinkney, City Attorney	
Date:	

## CITY OF BEAUMONT PUBLIC WORKS AGREEMENT

#### **EXHIBIT "A"**

CITY'S INVITATION FOR BIDS

(Insert behind this page.)

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**Website:** http://beaumontca.gov/

Address: 550 E. 6<sup>th</sup> Street Beaumont, CA 92223

**Phone:** 951.769.8520

# REQUEST FOR BID FOR:

#### **CIP W-11 MESA LIFT STATION UPGRADE**

CRITICAL BID DATES, TIMES, & LOCATIONS

Bid Published:

Mandatory Pre-Bid Meeting

Questions In By:

Bids Must Be Received By:

Place Of Bid Receipt: Bid Opening Date:

Bid Opening Location:

<mark>July 9</mark>, 2024

July 23, 2024 @ 1:00 P.M.

550 E. Sixth Street (City Hall) Room 4

July 30, 2024 @ 5:00 P.M.

August 6, 2024 @ 2:00 P.M.

550 E. Sixth Street (City Hall)

August 6, 2024 @ 2:15 P.M.

550 E. Sixth Street (City Hall), Room 4

#### CONTACTS:

Thaxton Van Bele
Director of Water Reclamation
tvanbelle@beaumontca.gov

Kenyon Potter Principal Engineer kpotter@beaumontca.gov

RFB AVAILABLE:

WWW.PUBLICPURCHASE.COM

WWW.PLANETBIDS.COM

HTTPS://www.beaumontca.gov/949/Bids-and-RFPs



# CITY OF BEAUMONT CALIFORNIA PUBLIC WORKS DEPARTMENT CONTRACT DOCUMENTS & SPECIFICATIONS FOR: CIP W-11 Mesa Lift Station Upgrade

Prepared Under the Supervision of:		
Robert Vestal, P.E., Public Works Director/City Engineer	Date	



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#### **NOTICE INVITING BIDS**

The City of Beaumont, Public Works Department ("City") is soliciting bids for:

#### **CIP WW-11 Mesa Lift Station Upgrade**

Bid Published: July 9, 2024

Mandatory Pre-Bid Meeting July 23, 2024 @ 11:00 A.M.

550 E. Sixth Street (City Hall) Room TBD

Questions In By:

June 30, 2024 @ 5:00 P.M.

Bids Must Be Received By:

August 6, 2024 @ 2:00 P.M.

Fig. 5. Sixth Street (City Hell

Place Of Bid Receipt: 550 E. Sixth Street (City Hall) Bid Opening Date: August 6, 2024 @ 2:15 P.M.

Bid Opening Location: 550 E. Sixth Street (City Hall), Room TBD

Bids received after this time will be discarded. Bids shall be valid for 60 calendar days after the bid opening date. Bids must be submitted on the City's Bid Forms. Bidders must be prequalified to be able to submit a bid. Bids must be prepared on the approved Bid forms and in the manner prescribed in the Instructions to Bidders. Bids must be submitted with the following subject:

#### "CIP WW-11 Mesa Lift Station Upgrade"

#### LOCATION OF WORK:

The work to be completed is located in the City of Beaumont at 12940 Potrero Blvd, Beaumont, CA 92223.

#### **DESCRIPTION OF WORK:**

The proposed work shall be performed in accordance with the Contract; General, Special, and technical Specifications and Drawings.

In general, the work will replace existing pumps with larger pumps and perform related piping and electrical work to increase pumping capacity and will add a concrete basin to increase wastewater storage capacity at the Mesa Lift Station.

#### CONTRACT LENGTH:

The work for this contract shall not exceed 365 calendar days. Contract time shall commence based on the contractor's lead time of construction material. Appliances are excluded from contract time commencement negotiations.

#### AWARD OF CONTRACT:

The City shall award the Contract for the Project to the lowest responsive, responsible pre-qualified bidder as determined from the base bid. The City reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.



#### FEDERAL FUNDING:

This Project is partially funded through State and Local Fiscal Recovery Funds (SLFRF) authorized by the American Rescue Plan Act (ARPA) and awarded to the City by the U.S. Department of Treasury. This Project is subject to federal provisions pursuant to 2 CFR 200 including, but not limited to, Davis-Bacon and Related Acts (DBRA) prevailing wages; Disadvantaged Business Enterprises (2 CFR 200.321); Domestic Preference for Procurement (2 CFR 200.322); and others. Information pertaining to these, and other Federal Special Provisions are included in the Bid Specifications. The successful Bidder shall be required to comply with all federal and state requirements subject to this Project.

#### CONTRACT DOCUMENTS AND SPECIFICATION:

Copies of the Contract Documents and Specification are available for inspection at no cost to the bidder at City Hall. The documents can also be downloaded from the City's Website (<a href="https://www.beaumontca.gov">https://www.beaumontca.gov</a>) and <a href="https://www.publicpurchase.com">www.publicpurchase.com</a> and <a href="https://www.beaumontca.gov">www.publicpurchase.com</a> and <a href="https://www.beaumontca.gov">www.publicpurchase.gov</a> and <a href="https://www.beaumontca.gov">www.publicpurchase.gov</a> and <a href="https://www.beaumontca.gov">www.publicpurchase.gov</a> and <a href="https://www.beaumontca.gov">www.beaumontca.gov</a> and <a href="https://www.beaumontca.gov">www.beaumontca.gov</a> and <a href="https://www.beaumontca.gov">https://www.beaumontca.gov</a> and <a href="https://www.beaumontca.gov">www.beaumontca.gov</a> and <a href="https://www.beaumontca.gov">www.beaumontca.gov</a> and <a href="https://www.beaumontca.gov">www.beaumontca.gov</a> and <a href="https://www.beaumontca.gov"

#### BID & BIDDER:

Bids must be accompanied by cash, a certified or cashier's check, or a Bid s in favor of the City in an amount not less than ten percent (10%) of the submitted Total Bid Price.

Each bid shall be accompanied by the security referred to in the Contract Documents, the non-collusion affidavit, the list of proposed subcontractors, and all additional documentation required by the Instructions to Bidders.

The successful bidder will be required to furnish the City with a Performance Bond equal to 100% of the successful bid, and a Payment (Labor and Materials) Bond equal to 100% of the successful bid, prior to execution of the Contract. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California.

Each bidder and their subcontractors shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s) for the work bid upon, and must maintain the license(s) throughout the duration of the Contract. The bidder shall have the following license:

• California Class "A" license

Each bidder must be **<u>pre-qualified</u>** to submit a bid for the project.

FOR FURTHER INFORMATION CONTACT:

Wastewater Department Tel: (760) 641-8830

E-mail: kpotter@beaumontca.gov



#### INSTRUCTIONS TO BIDDERS

#### **AVAILABILITY OF CONTRACT DOCUMENTS:**

Bids must be submitted to the City on the Bid Forms which are a part of the Bid Package for the Project. Prospective bidders may obtain one (1) complete set of Contract Documents at no cost. Contract Documents may be obtained from the City at the location(s) and at the time(s) indicated in the Notice Inviting Bids. Prospective bidders are encouraged to telephone in advance to determine the availability of Contract Documents. Any applicable charges for the Contract Documents are outlined in the Notice Inviting Bids. The City may also make the Contract Documents available for review at one or more plan rooms, as indicated in the Notice Inviting Bids. Please Note: Prospective bidders who choose to review the Contract Documents at a plan room must contact the City to obtain the required Contract Documents if they decide to submit a bid for the Project.

#### **EXAMINATION OF CONTRACT DOCUMENTS:**

The City has made copies of the Contract Documents available, as indicated above. Bidders shall be solely responsible for examining the Project Site and the Contract Documents, including any Addenda issued during the bidding period, and for informing itself with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract. Failure of Bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

#### INTERPRETATION OF CONTRACT DOCUMENTS

Discrepancies in, and/or omissions from the Plans, Specifications or other Contract Documents or questions as to their meaning shall be immediately brought to the attention of the City by submission of a written request for an interpretation or correction to the City. Such submission, if any, must be sent to the Principal Engineer by faxing (951)769-8520 or emailing to <a href="kpotter@beaumontca.gov">kpotter@beaumontca.gov</a>. Any interpretation of the Contract Documents will be made only by written addenda duly issued and mailed or delivered to each person or firm who has purchased a set of Contract Documents. The City will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any bidder, and no bidder should rely on any such oral interpretation. Bids shall include complete compensation for all items that are noted in the Contract Documents as the responsibility of the Contractor.

#### **INSPECTION OF SITE:**

Each prospective bidder is responsible for fully acquainting itself with the conditions of the Project Site (which may include more than one site), as well as those relating to the



construction and labor of the Project, to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to complete the Project.

#### ADDENDA:

The City reserves the right to revise the Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written Addenda. All addenda issued by the City shall be included in the bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the City issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of bids, the City will extend the deadline for submission of bids. The City may determine, in its sole discretion, whether an Addendum warrants postponement of the bid submission date. Each prospective bidder shall provide City a name, address and facsimile number to which Addenda may be sent, as well as a telephone number by which the City can contact the bidder. Copies of Addenda will be furnished by facsimile, first class mail, express mail or other proper means of delivery without charge to all parties who have obtained a copy of the Contract Documents and provided such current information. Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each bidder should contact the Public Works Department to verify that he has received all Addenda issued, if any, prior to the bid opening.

#### ALTERNATE BIDS

If alternate bid items are called for in the Contract Documents, the lowest bid will be determined on the basis of the base bid only. However, the City may choose to award the contract on the basis of the base bid alone or the base bid and any alternate or combination of alternates. The time required for completion of the alternate bid items has been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate bid items. The City may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work, accordingly each Bidder must ensure that each bid item contains a proportionate share of profit, overhead and other costs or expenses which will be incurred by the Bidder.

#### **COMPLETION OF BID FORMS**

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents. The use of substitute bid forms other than clear and correct photocopies of those provided by the City will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. USE OF BLACK OR BLUE INK, INDELIBLE PENCIL, COMPUTER OR A TYPEWRITER IS REQUIRED. Deviations in the bid form may result in the bid being deemed non-responsive.



#### **MODIFICATIONS OF BIDS:**

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered, unless the Notice Inviting Bids authorizes the submission of electronic bids and modifications thereto and such modifications are made in accordance with the Notice Inviting Bids.

#### **DESIGNATION OF SUBCONTRACTORS:**

Pursuant to the funding regulation, the Bidders must designate the name and location of each subcontractor who will perform work or render services in an amount in excess of one-half of 1 percent of the prime contractor's total bid as well as the portion of work each such subcontractor will perform on the form provided herein by the City. No additional time will be provided to bidders to submit any of the requested information in the Designation of Subcontractor form.

#### LICENSING REQUIREMENTS:

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Section 7028.5 of the Business and Professions Code, the City shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the City shall reject the Bid. The City shall have the right to request, and Bidders shall provide within five (5) calendar days, evidence satisfactory to the City of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract. Please also note that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

#### SIGNING OF BIDS:

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom. If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be



jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

#### BID GUARANTEE (BOND):

Each bid shall be accompanied by: (a) cash; (b) a certified check made payable to the City; (c) a cashier's check made payable to the City; or (d) a bid bond payable to the City executed by the bidder as principal and surety as obligor in an amount not less than 10% of the maximum amount of the bid. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The cash, check or bid bond shall be given as a guarantee that the bidder shall execute the Contract if it be awarded to the bidder, shall provide the payment and performance bonds and insurance certificates and endorsements as required herein within ten (10) calendar days after notification of the award of the Contract to the bidder. Failure to provide the required documents may result in forfeiture of the bidder's bid deposit or bond to the City and the City may award the Contract to the next lowest responsive, responsible bidder, or may call for new bids.

#### SUBMISSION OF BIDS:

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be mailed or hand delivered to the City at the place and to the attention of the person indicated in the Notice Inviting Bids. No oral or telephonic bids will be considered. No forms transmitted via facsimile, or any other electronic means will be considered unless specifically authorized by City as provided herein.

Only where expressly permitted in the Notice Inviting Bids, may Bidders submit their bids via electronic transmission pursuant to Public Contract Code Sections 1600 and 1601. The acceptable method(s) of electronic transmission shall be stated in the Notice Inviting Bids. City reserves the right to not accept electronically transmitted bids where not specifically authorized in the Notice Inviting Bids, and may reject any bid not strictly complying with City's designated methods for delivery.

#### **DELIVERY AND OPENING OF BIDS**

Bids will be received by the City at the address shown in the Notice Inviting Bids up to the date and time shown therein. It is the Bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the dates(s) and time(s) indicated. A bid received from a general contractor who is not prequalified at the time of bid will not be opened and be returned to the contractor.

Bids will be opened at the date and time stated in the Notice Inviting Bids, and the amount of each Bid will be read aloud and recorded. All Bidders may, if they desire, attend the opening of Bids at the address specified in the NIB. The City may in its sole discretion, elect to postpone the opening of the submitted Bids. City reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid. In the event of a discrepancy between the written amount of the Bid Price and the numerical amount of the



Bid Price, the written amount shall govern.

#### WITHDRAWAL OF BID:

Prior to bid opening, a Bid may be withdrawn by the Bidder only by means of a written request signed by the Bidder or its properly authorized representative.

#### BASIS OF AWARD; BALANCED BIDS:

The City shall award the Contract to the lowest responsive, responsible Bidder submitting a responsive Bid. The City may reject any Bid which, in its opinion when compared to other bids received or to the City's internal estimates, does not accurately reflect the cost to perform the Work. The City may reject as non-responsive any bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

#### DISQUALIFICATION OF BIDDERS; INTEREST IN MORE THAN ONE BID:

No bidder shall be allowed to make, submit or be interested in more than one bid. However, a person, firm, corporation or other entity that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a subproposal or quoting prices to other bidders submitting a bid to the City. No person, firm, corporation, or other entity may submit subproposal to a bidder, or quote prices of materials to a bidder, when also submitting a prime bid on the same Project.

#### **INSURANCE REQUIREMENTS:**

The successful bidder shall procure the insurance in the form and in the amount specified in the Contract Documents.

#### AWARD PROCESS:

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the City Council may award the contract. The apparent successful Bidder should begin to prepare the following documents: (1) the Performance Bond; (2) the Payment (Labor and Materials) Bond; and (3) the required insurance certificates and endorsements. Once the City notifies the Bidder of the award, the Bidder will have ten (10) consecutive calendar days from the date of this notification to execute the Contract and supply the City with all of the required documents and certifications. Regardless whether the Bidder supplies the required documents and certifications in a timely manner, the Contract time will begin to run ten (10) calendar days from the date of the notification. Once the City receives all of the properly drafted and executed documents and certifications from the Bidder, the City shall issue a Notice to Proceed to that Bidder.

#### FILING OF BID PROTESTS

Bidders may file a "protest" of a Bid with the City's City Engineer. In order for a Bidder's protest to be considered valid, the protest must:

- Be filed in writing within five (5) calendar days after the bid opening date;
- Clearly identify the specific irregularity or accusation;



- Clearly identify the specific City staff determination or recommendation being protested;
- Specify, in detail, the grounds of the protest and the facts supporting the protest; and
- Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid. If the protest is valid, the City's City Engineer, or other designated City staff member, shall review the basis of the protest and all relevant information. The City Engineer will provide a written decision to the protestor. The protestor may then appeal the decision of the City Engineer to the City Manager.

#### WORKERS COMPENSATION:

Each bidder shall submit the Contractor's Certificate Regarding Workers' Compensation form.

#### SUBSTITUTION OF SECURITY:

The Contract Documents call for monthly progress payments based upon the percentage of the work completed. The City will retain five percent (5%) of each progress payment as provided by the Contract Documents. At the request and expense of the successful Bidder, the City will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

#### PREVAILING WAGES:

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, in the County of Riverside in which the work is to be done, have been determined by the Director of the Department of Industrial Relations, State of California. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at www.dir.ca.gov. Future effective prevailing wage rates which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Contract is subject to compliance monitoring and enforcement by the DIR. Beginning March 1, 2015, with very limited exceptions, no contractor or subcontractor may be listed on a bid proposal for this Contract unless registered with the DIR pursuant to Labor Code section 1725.5. Beginning April 1, 2015, no contractor or subcontractor may be awarded this Contract unless registered with the DIR pursuant to Labor Code section 1725.5. The DIR registration number for each contractor and subcontractor must be identified on the bid proposal - failure to identify this number could result in the bid being rejected as nonresponsive. It is each bidder's responsibility to ensure that they have fully complied with SB 854. The City will report all necessary contracts to the DIR as required by the Prevailing Wage Laws.



#### DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS:

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

#### PERFORMANCE AND PAYMENT BOND REQUIREMENTS:

Within the time specified in the Contract Documents, the Bidder to whom a Contract is awarded shall deliver to the City four identical counterparts of the Performance Bond and Payment (Labor and Materials) Bond in the form supplied by the City and included in the Contract Documents. Failure to do so may, in the sole discretion of City, result in the forfeiture of the Bid Guarantee. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. The Performance Bond and the Payment (Labor and Materials) Bond shall be for one hundred percent (100%) of the Total Bid Price.

#### REQUEST FOR SUBSTITUTIONS

The successful bidder shall comply with the substitution request provisions set forth in the Special Conditions, including any deadlines for substitution requests which may occur prior to the bid opening date.

#### SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents.

#### **EXECUTION OF CONTRACT**

As required herein the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. The City may require appropriate evidence that the persons executing the Contract are duly empowered to do so.

END OF INSTRUCTIONS TO BIDDERS





#### **BID FORM**

NAME OF BIDDER:
The undersigned, hereby declare that we have carefully examined the location of the
proposed Work, and have read and examined the Contract Documents, including all

plans, specifications, and all addenda, if any, for the following Project:

#### CIP WW-11 Mesa Lift Station

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project for the following BASE BID TOTAL BID PRICE:

BASE BID	BASE BID PRICE (IN WRITTEN FORM)	BID PRICE (IN NUMBERS)
TOTAL BID PRICE		

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



# BASE BID BID SCHEDULE CIP WW-11 Mesa Lift Station Upgrade

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/UN IT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
1	Mobilization / Demobilization, Insurance	1	LS		
2	Stormwater and Non-Stormwater Pollution Control	1	LS		
3	Apply for, obtain, and comply with any necessary permits from City of Beaumont, BCVWD, SCAQMD, SCE and other Authorities Having Jurisdiction (including any rider permits and extensions)	1	LS		
4	Pre-construction Photos and Video	1	LS		
5	Site Survey including U/G utilities	1	LS		
6	Selective Demolition and Disposal of Piping including hazardous material abatement; Protect Existing Utilities to Remain; Salvage Pumps, Air Vacs, Check Valves	1	LS		
7	Miscellaneous Site Work, including raising manholes, rim adjustment, and any site work not included in other Bid Items	1	LS		
8	Clear & Grub	8,300	SF		
9	General Site Grading	1	LS		
10	Site Paving – Asphalt (4" AC + 5" Base)	2,400	SF		
11	Site Paving – Gravel (4" thick, 3/4" crushed rock) – DELETABLE BID ITEM	18,000	SF		
12	Concrete Waterway (15-foot wide)	20	LF		
13	Gravel Swale (w. Liner)	1,200	SF		
14	Bollards	12	EA		

#### City of Beaumont Request for bid



#### Mesa Lift Station Upgrade CIP W-11

	— C A L I F C	J R N I A		
15	Excavation	4,970	CY	
16	Excavation Shoring	1	LS	
17	Structural Base and Compaction	1,550	CY	
18	Construction of Cast-in-Place Concrete Storage Basin	570	CY	
19	Backfill	320	CY	
20	Excess Soil Removal & Disposal	3,070	CY	
21	Excess Gravel Removal & Disposal	350	CY	
22	CMU Wall (Post Tensioned 8-foot tall)	2,000	SF	
23	Furnish and Install new cast-in-place concrete pump pedestals	1	LS	
24	Furnish and Install Process Piping and Valves including suction and discharge piping, fittings, valves, and pipe anchors and supports.	1	LS	
25	Furnish and Install new Dry-Pit Screw Centrifugal Pumps.	4	EA	
26	Furnish and Install new Sump Pumps	2	EA	
27	Furnish and Install Grinder and Grinder Manhole	1	LS	
28	Furnish and Install 30" Sanitary Sewer Piping and Fittings	1	LS	
29	Furnish and install gas analyzer station	1	LS	
30	Bypass pumping	1	LS	
31	Install onsite piping for 4" Non-Potable Water (NPW) line, post hydrants, hose connections, and other appurtenances	1	LS	
32	Protective Coatings – New Pumps and Piping	1	LS	
33	Odor Control System Rehabilitation	1	LS	
34	Furnish and Install New Electrical Gear including Variable Frequency Drives	1	LS	
35	Crossings of Known and Unknown Main Line Utilities (See Special Conditions)	5	EA	
36	Preparation of Traffic Control Plan(s)	1	LS	
		_		-



#### Mesa Lift Station Upgrade CIP W-11

37	Traffic Control Implementation	1	LS	
38	Construction (Temporary) Power, associated power pole, meter, breakers, and related equipment.	1	LS	
39	Construction (Temporary) Non-Potable Water, and associated fittings, thrust restraints, back-flow assemblies, meter deposits, equipment and valves.	1	LS	
40	Construction (Temporary) Facilities and Utilities not covered in other Bid Items	1	LS	
41	New 4" (Permanent) service connection to BCVWD 24-inch Reclaimed Water line. Including associated piping, fittings, thrust restraints, back flow assemblies, flow meters, valves, and other appurtenances.	1	LS	
42	Furnish and Install gate operator, chain and rollers to replace existing operator at vehicle gate	1	EA	
43	Provide 24/7 site security during construction	1	LS	
44	Pressure Testing of installed process piping per specification requirements	1	LS	
45	Maintain updated As-Builts (red-lines) and provide final record drawings	1	LS	
46	Biological Resources Worker Environmental Awareness Training (BIO-1)	1	LS	
47	Pre-construction Surveys (BIO-2)	1	LS	
48	Pre-construction Burrowing Owl Survey (BIO-8)	1	LS	
49	Archeological and Native American Monitors (CR-1)	1	LS	
50	Cultural Resources - Worker Environmental Awareness Training (CR-2)	1	LS	
51	Paleontological Resources - Worker Environmental Awareness Training (Paleo- 1)	1	LS	
52	Paleontological Resources Mitigation Plan and Monitoring (Paleo-2)	1	LS	
53	Paleontological Resources Mitigation Monitoring (Paleo-2)	5	day	

City of Beaumont
Request for bid



#### Mesa Lift Station Upgrade CIP W-11

	F	PROJECT E	BASE E	BID SUBTOTAL:	

#### **ADD ALTERNATES**

# BID SCHEDULE CIP WW-11 Mesa Lift Station Upgrade

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/UN IT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
A1	Furnish and Install Aluminum Basin Cover (Additive Alternate)	10,000	SF		
A2	Basin Cover Appurtenances	1	LS		
А3	Protective Coating - Floor and interior walls of new concrete basin with Coating System 307 (Additive Alternate)	1	LS		
A4	Manhole Rehabilitation (Additive Alternate)	1	LS		
A5	Base stabilization – 4" Thick Geocell (Additive Alternate)	10,500	SF		
PROJECT BASE BID SUBTOTAL:					

In case of discrepancy between the unit price and the item cost set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the unit price.

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

Dated



#### **BID CERTIFICATION**

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors. License No. **Expiration Date** Class of license If the bidder is a joint venture, each member of the joint venture must include the above information. The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents: 1. Addenda No. thru 2. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price. 3. Attached is the fully executed Non-Collusion Affidavit form. 4. Attached is the completed Designation of Subcontractors form. 5. Attached is the completed Bidder Information Form. 6. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form. Bidder acknowledges and understands that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract. I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct. Name of Bidder Signature Name and Title





# CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

**CIP WW-11 Mesa Lift Station Upgrade** 

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder	
Signature	
Name and Title	
Name and Title	
Dated	



# BID BOND CIP WW-11 Mesa Lift Station Upgrade

The makers of this bond are,
as Principal, and
, as Surety
and are held and firmly bound unto the City of Beaumont, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to CITY for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated, 2024, for
WW-11 Mesa Lift Station Upgrade.

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the City as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

### City of Beaumont Request for bid



### Mesa Lift Station Upgrade CIP WW-11

IN WITNESS WHEREOF, the above-bound their several seals this day of corporate seal of each corporation.	parties have executed this instrument under , 2024, the name and
(Corporate Seal)	Principal
	Ву
	Title
(Corporate Seal)	Surety
	Ву
	Attorney-in-Fact
(Attach Attorney-in-Fact Certificate)	Title

### City of Beaumont Request for bid

company must be attached hereto.



_, in the year 2024, before me,
lic in and for said state, personally
, known to me to be the person
nt as the Attorney-In-Fact of the
the name of the
to and his own name as Attorney-In-
lotary Public in and for said State
epresentatives of the bonding



### **DESIGNATION OF SUBCONTRACTORS**

**CIP W-11 Mesa Lift Station Upgrade** 

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: the name, the location of the place of business, the California contractor license number, and public works contractor registration number issued of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid.

Portion of the Work	Subcontractor	Location of Business	License Number.	Public Works Contractor Registration Number	% of Work



Portion of the Work	Subcontractor	Location of Business	License Number.	Public Works Contractor Registration Number	% of Work



Portion of the Work	Subcontractor	Location of Business	License Number.	Public Works Contractor Registration Number	% of Work
Name of Bidde	_				

Name of Bidder	
Signature	
J	
Name and Title	
Dated	



### **INFORMATION REQUIRED OF BIDDERS**

**CIP W-11 Mesa Lift Station Upgrade** 

### A. INFORMATION ABOUT BIDDER

[\*\*Indicate not applicable ("N/A") where appropriate.\*\*]

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

provid	ded for all parties to the joint ventur	С.
1.0	Name of Bidder:	
2.0	Type, if Entity:	
3.0	Bidder Address:	
Facsi	imile Number	Telephone Number
4.0	License Information:	
Licen	nse No. Class of License	Expiration Date
DIR F	Registration No.	
5.0	How many years has Bidder's org	anization been in business as a Contractor?
6.0	How many years has Bidder's org	anization been in business under its presen
name	e?	
5.1	Under what other or former name	s has Bidder's organization operated?





7.0	If Bid	der's organization is a corporation, answer the following:
	7.1	Date of Incorporation:
	7.2	State of Incorporation:
	7.3	President's Name:
	7.4	Vice-President's Name(s):
	7.5	Secretary's Name:
	7.6	Treasurer's Name:
8.0	If an	individual or a partnership, answer the following:
	8.1	Date of Organization:
	8.2	Name and address of all partners (state whether general or limited partnership):
9.0 princi		er than a corporation or partnership, describe organization and name
•	_	
10.0	List o	other states in which Bidder's organization is legally qualified to do business





11.0	What type of work does the Bidder normally perform with its own for	ces?
12.0	Has Bidder ever failed to complete any work awarded to it? If so, no	te when,
where	e, and why:	
13.0	Within the last five years, has any officer or partner of Bidder's orga	nization eve
been	an officer or partner of another organization when it failed to complete	e a contract?
If so,	attach a separate sheet of explanation:	
14.0	List Trade References:	
15.0	List Bank References (Bank and Branch Address):	





16.0	Name of Bonding Company and Name and Address of Agent:





### B. LIST OF CURRENT PROJECTS (Backlog)

[\*\*Duplicate Page if needed for listing additional current projects.\*\*]

Project	Description of	Completion	Cost of	Contact Name &
	Bidder's Work	Date	Bidder's Work	Phone





### C. LIST OF COMPLETED PROJECTS - LAST THREE YEARS

[\*\*Duplicate Page if needed for listing additional completed projects.\*\*]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project Client	Description of	Period of	Cost of Bidder's	Contact Name
	Bidder's Work	Performance	Work	& Phone





### D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

# Personnel: The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity. 1. List each person's job title, name and percent of time to be allocated to this project: 2. Summarize each person's specialized education: 3. List each person's years of construction experience relevant to the project: 4. Summarize such experience:

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.





Additional Bidder's Statements:

questionnaire al	s that there is additional information which has not been included in the bove, and which would contribute to the qualification review, it may add in a statement here or on an attached sheet, appropriately marked:
E. VERIFICA	ATION AND EXECUTION
I declare under	s shall be executed only by a duly authorized official of the Bidder: benalty of perjury under the laws of the State of California that the ation is true and correct:
Name of Bidde	r
Signature	
Name and Title	·
Dated	





### **NON-COLLUSION AFFIDAVIT**

**CIP W-11 Mesa Lift Station Upgrade** 

l,	, being first duly sworn, deposes and says that he is
	the party making the attached bid; that the bid is not made
in the interes	t of, or on behalf of, any undisclosed person, partnership, company,
association, o	rganization, 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 o	r 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, co	mmunication, or conference with anyone to fix the bid price of the bidder
or any other b	idder, or to fix any overhead, profit, or cost element of the bid price, or of
that of any oth	er bidder, or to secure any advantage against the public body awarding the
contract of any	yone interested in the proposed contract; that all statements contained in
the bid are tru	e; 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	e thereto, or paid, and will not pay, any fee to any corporation, partnership,
company asso	ciation, organization, bid depository, or to any member or agent thereof to
effectuate a co	ollusive or sham bid.
• `	clare) under penalty of perjury under the laws of the State of California that s true and correct.
Name of Bido	ler
Signature	
Name and Ti	tle
Dated	



### PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS,	(hereinafter referred to as "City")
has awarded to	(hereinafter referred to as "City") , (hereinafter referred to as the "Contractor")
an agreem	ent for
(hereinafter referred to as the "Project").	
the Contract Documents for the Project of	by the Contractor is more particularly set forth in dated, (hereinafter referred erms and conditions of which are expressly
·	y said Contract Documents to perform the terms nful performance of said Contract Documents.
NOW, THEREFORE, we,	, the undersigned Contractor and as Surety, a corporation
organized and duly authorized to tran California, are held and firmly	sact business under the laws of the State of bound unto the City in the sum of ARS, (\$), said sum being not less
than one hundred percent (100%) of the	e total amount of the Contract, for which amount selves, our heirs, executors and administrators,
executors, administrators, successors or	N IS SUCH, that, if the Contractor, his or its heirs, assigns, shall in all things stand to and abide by, e covenants, conditions and agreements in the

executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/27/2024

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		CONTACT NAME: Brigitte Leber			
SIP Insurance Services - Orange 750 The City Drive South, 450	•	PHONE (A/C, No, Ext): 626-214-7919 FAX (A/C, No): 626-5		FAX (A/C, No): 626-564	1-6565
Orange CA 92868		E-MAIL ADDRESS: brigitte@sipbre	okers.com		
		INSURER	(S) AFFORDING COVERAGE		NAIC#
	License#: 0M93299	INSURER A: Travelers Pro	perty Casualty Company	of America	25674
INSURED Borden Excavating, Inc. 1014 2nd St. Calimesa CA 92320	BORDEXC-01	INSURER B: The Travelers	Indemnity Company of	Connecticut	25682
		INSURER C: Ironshore Spe	eciality Ins Co.		
		INSURER D :			
		INSURER E :			
		INSURER F:			
COVERAGES	CERTIFICATE NUMBER: 1540568229		REVISION NUI	MBER:	
THIS IS TO CERTIFY THAT THE PO	LICIES OF INSURANCE LISTED BELOW HAV	E BEEN ISSUED TO THE	INSURED NAMED ABOV	E FOR THE POLI	CY 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.

NSR ADDLISUBR POLICY ESP POLICY EXP								
	TYPE OF INSURANCE			POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	s
Х	COMMERCIAL GENERAL LIABILITY	Υ	Υ	CO9F220791	3/30/2024	3/30/2025	EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
GEN							GENERAL AGGREGATE	\$2,000,000
	POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:							\$
AUT	OMOBILE LIABILITY	Υ	Υ	8108M407427	3/30/2024	3/30/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
Χ	ANY AUTO						BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$
Х	HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
Х	UMBRELLA LIAB X OCCUR			CUP6K550872	3/30/2024	3/30/2025	EACH OCCURRENCE	\$ 12,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 12,000,000
	DED X RETENTION \$ \$10,000							\$
	EMPLOYEDELLIA DILITY			UB0K498857	3/30/2024	3/30/2025	X PER OTH- STATUTE ER	
ANY	PROPRIETOR/PARTNER/EXECUTIVE T N	N/A					E.L. EACH ACCIDENT	\$ 1,000,000
(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
of yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
Poll	ution			ICELLUW00161495	10/31/2024	10/31/2025	Eac h Occurrence	\$1,000,000
1	AUT X X X X X X I WOFF (Mar AND ANY OFF (Mar If yee DES)	TYPE OF INSURANCE  X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- OTHER:  AUTOMOBILE LIABILITY  X ANY AUTO OWNED AUTOS ONLY AUTOS ONLY X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION \$ \$10,000  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	TYPE OF INSURANCE  X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER:  POLICY X PRO- POLICY X PRO- OTHER:  AUTOMOBILE LIABILITY  X ANY AUTO  OWNED AUTOS ONLY HIRED AUTOS ONLY X AUTOS ONLY X AUTOS ONLY X UMBRELLA LIAB EXCESS LIAB  CLAIMS-MADE  DED X RETENTION \$ \$10,000  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, despribe under DESCRIPTION OF OPERATIONS below	TYPE OF INSURANCE  X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PROPOLICY X PROPOLICY AND AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY X A	TYPE OF INSURANCE  X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- OTHER:  AUTOMOBILE LIABILITY  X ANY AUTO  OWNED AUTOS ONLY HIRED AUTOS ONLY X HIRED AUTOS ONLY X AUTOS ONLY X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE  DED X RETENTION \$ \$10,000  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTHER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	TYPE OF INSURANCE  ADDL SUBR   POLICY NUMBER   POLICY EFF   (MM/DD/YYYY)    X COMMERCIAL GENERAL LIABILITY   Y   CO9F220791   3/30/2024    GENL AGGREGATE LIMIT APPLIES PER: POLICY   X   PRO- OTHER:  AUTOMOBILE LIABILITY   Y   8108M407427   3/30/2024    X   ANY AUTO   AUTOS ONLY   AUTOS ONLY	TYPE OF INSURANCE INSD WVD POLICY NUMBER (MM/DD/YYYY)  X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-POLICY X PRO-POLIC	TYPE OF INSURANCE  ADDL SURP W/D  POLICY EFF (MM/DD/YYY) (MM/DD/YYY) (MM/DD/YYY) (MM/DD/YYY) (MM/DD/YYY) (MM/DD/YYY) (MM/DD/YYY) (MM/DD/YYYY) (MM/DD/YYY) (MM/DD/YYY) (MM/DD/YYY) (MM/DD/YYY) (MM/DD/YYY) (MM/DD/YYY) (MM/DD/YYYY) (MM/DD/YYY) (MM/DD/YYD/PY (MM/DD/YYD/PY (MM/DD/YYD) (MM/DD/YYD/PY (MM/DD/YYD) (MM/DD/YYD) (MM/DD/YD/PY (MM/DD/YD/PY (MM/DD/YD/PY (MM/DD/YDP (MM/DD/YD

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Subject to all policy terms, exclusions and conditions.

RE: CIP W-11 MESA LIFT STATION UPGRADE City of Beaumont, Agreement dated 09/10/2024; City of Beaumont, its officers, employees, and volunteers are an Additional Insured with respect to General Liability and Auto Liability if required by written contract. General Liability Additional Insured and Waiver of Subrogation endorsement attached. General Liability Primary and Non-Contributory included in attached endorsement. Auto Liability Additional Insured and Waiver of Subrogation included in attached endorsement. Attached Workers Compensation Waiver of Subrogation endorsement applies if required by written contract. Umbrella Liability follows form. \*PLEASE NOTE COPYRIGHT LAWS APPLY TO THE ACORD FORM PROHIBITING US FROM MODIFYING THE CANCELLATION CLAUSE. HOWEVER, PER S I PINSURANCE SERVICES PROCEDURES WILL NOTIFY YOU WITHIN 30 DAYS IF SAID POLICY CANCELS. Except 10 Days Notice of Cancellation For Non-Payment Of Premium.

CERTIFICATE HOLDER	CANCELLATION
City of Beaumont	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
550 E. 6th Street Beaumont CA 92223	AUTHORIZED REPRESENTATIVE Ch. H. Lyold

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Who Is An Insured Unnamed Subsidiaries
- **B.** Blanket Additional Insured Governmental Entities Permits Or Authorizations Relating To Operations

#### **PROVISIONS**

A. WHO IS AN INSURED - UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- **a.** Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- C. Incidental Medical Malpractice
- D. Blanket Waiver Of Subrogation
- E. Contractual Liability Railroads
- F. Damage To Premises Rented To You
  - **a.** An organization other than a partnership, joint venture or limited liability company; or
  - **b.** A trust:

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED –
GOVERNMENTAL ENTITIES – PERMITS OR
AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- **b.** Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

### C. INCIDENTAL MEDICAL MALPRACTICE

- The following replaces Paragraph b. of the definition of "occurrence" in the DEFINITIONS Section:
  - b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.
- The following replaces the last paragraph of Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or
- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
- The following replaces the last sentence of Paragraph 5. of SECTION III – LIMITS OF INSURANCE:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

### Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

- pharmaceuticals committed by, or with the knowledge or consent of, the insured.
- 5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- **b.** The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
- 6. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

#### D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- **a.** "Bodily injury" or "property damage" that occurs; or
- **b.** "Personal and advertising injury" caused by an offense that is committed:

subsequent to the execution of the contract or agreement.

#### E. CONTRACTUAL LIABILITY - RAILROADS

- The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:
  - c. Any easement or license agreement;

Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

### F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- **a.** Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

### THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

### **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM** 

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. BROAD FORM NAMED INSURED
- **B. BLANKET ADDITIONAL INSURED**
- C. EMPLOYEE HIRED AUTO
- D. EMPLOYEES AS INSURED
- E. SUPPLEMENTARY PAYMENTS INCREASED LIMITS
- F. HIRED AUTO LIMITED WORLDWIDE COV-ERAGE – INDEMNITY BASIS
- G. WAIVER OF DEDUCTIBLE GLASS

#### **PROVISIONS**

#### A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. 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. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

- H. HIRED AUTO PHYSICAL DAMAGE LOSS OF USE INCREASED LIMIT
- I. PHYSICAL DAMAGE TRANSPORTATION EXPENSES INCREASED LIMIT
- J. PERSONAL PROPERTY
- K. AIRBAGS
- L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
- M. BLANKET WAIVER OF SUBROGATION
- N. UNINTENTIONAL ERRORS OR OMISSIONS

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

### C. EMPLOYEE HIRED AUTO

 The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COV-ERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

- The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSI-NESS AUTO CONDITIONS:
  - **b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
    - (1) Any covered "auto" you lease, hire, rent or borrow; and
    - (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

### D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### E. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

- The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABIL-ITY COVERAGE:
  - (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABIL-ITY COVERAGE:
  - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### F. HIRED AUTO – LIMITED WORLDWIDE COV-ERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

- (a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:
  - (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.
  - (ii) Neither you nor any other involved "insured" will make any settlement without our consent.
  - (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".
  - (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II COVERED AUTOS LIABILITY COVERAGE.
  - (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.
- **(b)** This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.
- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

### G. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph D., Deductible, of SECTION III — PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

### H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

### I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVER-AGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

### J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

### **Personal Property**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

#### K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III — PHYSICAL DAMAGE COVERAGE:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- **a.** If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated. We will pay up to a maximum of \$1,000 for any one "loss".

### L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- **(b)** A partner (if you are a partnership):
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

### M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

### 5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

### N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

#### POLICY NUMBER: DT22-CO-9F220791-TCT-24

#### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

### d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed:

subsequent to the signing of that contract or agreement by you.

#### 5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

### 6. Representations

By accepting this policy, you agree:

- The statements in the Declarations are accurate and complete;
- **b.** Those statements are based upon representations you made to us; and
- We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

### 7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- As if each Named Insured were the only Named Insured; and
- **b.** Separately to each insured against whom claim is made or "suit" is brought.

### 8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

#### 9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

#### **SECTION V - DEFINITIONS**

- "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.



### **WORKERS COMPENSATION** AND **EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 99 03 76** 

**POLICY NUMBER: UB-0K498857-23-26-G** 

### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS **ENDORSEMENT - CALIFORNIA** (BLANKET WAIVER)

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.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

**Person or Organization** ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

**Job Description** 

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 03/30/2024 Insured Borden Excavating Inc.

Policy No. UB-0K498857-23-26-G

Endorsement No. Premium

Insurance Company TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA Countersigned by ON FILE

DATE OF ISSUE:

ST ASSIGN:

Page 1 of 1



### **EVIDENCE OF PROPERTY INSURANCE**

DATE (MM/DD/YYYY) 09/26/2024

				09/26/2024
THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATT ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER	AFFIRMATIVELY OR OF INSURANCE DOES	NEGATIVELY AIS NOT CONSTITUT	MEND, EXTEND	OR ALTER THE
AGENCY PHONE (A/C, No, Ext): +1 626 793 3330	COMPANY			
FINANCIAL GUARANTY INSURANCE BROKERS 301 E COLORADO BLVD PASADENA, CA 91101	American Zurich Insu	rance Company		
FAX 14 626 702 4006 E-MAIL iccomb = @foib com				
FAX (A/C, No): +1 626 793 1886 E-MAIL ADDRESS: josephz@fgib.com				
CODE: 18501163 SUB CODE:				
AGENCY CUSTOMER ID #:				
INSURED	LOAN NUMBER		POLICY NUMBER	
Borden Excavating, Inc.			BR78092890	
1014 2nd Street Calimesa, CA 92320	10/31/2024	10/31/2025	CONTIN	NUED UNTIL NATED IF CHECKED
	THIS REPLACES PRIOR EVI	DENCE DATED:		
PROPERTY INFORMATION	1			
LOCATION/DESCRIPTION				
12940 Potrero Blvd. Beaumont, CA 92223				
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF AN EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH F	IY CONTRACT OR OT N, THE INSURANCE A	HER DOCUMENT FFORDED BY THE	WITH RESPECT POLICIES DESCR	TO WHICH THIS RIBED HEREIN IS
COVERAGE INFORMATION				
0012:0102 in 011				
COVERAGE / PERILS / FORMS		Al	OUNT OF INSURANCE	DEDUCTIBLE
			OUNT OF INSURANCE	DEDUCTIBLE \$10,000
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Builders Risk Coverage Form  Total Completed Project Value  REMARKS (Including Special Conditions)  Certificate holder is included as additional insured.	LED BEFORE THE E		6,805,797	\$10,000
COVERAGE / PERILS / FORMS  Builders Risk Coverage Form  Total Completed Project Value  REMARKS (Including Special Conditions)  Certificate holder is included as additional insured.  CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCEL DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	LED BEFORE THE E		6,805,797	\$10,000
REMARKS (Including Special Conditions)  Certificate holder is included as additional insured.  CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCEL		EXPIRATION DAT	6,805,797 E THEREOF, NC	\$10,000
Builders Risk Coverage Form  Total Completed Project Value  REMARKS (Including Special Conditions)  Certificate holder is included as additional insured.  CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCEL DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  ADDITIONAL INTEREST  NAME AND ADDRESS	MORTGAGEE		6,805,797 E THEREOF, NC	\$10,000
REMARKS (Including Special Conditions)  Certificate holder is included as additional insured.  CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCEL DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  ADDITIONAL INTEREST  NAME AND ADDRESS  City of Beaumont, its officers, employees and volunteers	MORTGAGEE LOSS PAYEE	EXPIRATION DAT	6,805,797 E THEREOF, NC	\$10,000
Builders Risk Coverage Form  Total Completed Project Value  REMARKS (Including Special Conditions)  Certificate holder is included as additional insured.  CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCEL DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  ADDITIONAL INTEREST  NAME AND ADDRESS	MORTGAGEE	EXPIRATION DAT	6,805,797 E THEREOF, NC	\$10,000
COVERAGE / PERILS / FORMS  Builders Risk Coverage Form  Total Completed Project Value  REMARKS (Including Special Conditions)  Certificate holder is included as additional insured.  CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCEL DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  ADDITIONAL INTEREST  NAME AND ADDRESS  City of Beaumont, its officers, employees and volunteers 550 E 6th Street	MORTGAGEE LOSS PAYEE	EXPIRATION DAT	6,805,797 E THEREOF, NC	\$10,000



time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the CITY, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

### City of Beaumont Request for bid



The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

[Remainder of Page Left Intentionally Blank.]





of, 2024.	nave hereunto set our hands and seals this day
	CONTRACTOR/PRINCIPAL
	Name
	By
	SURETY:
	By:
	Attorney-In-Fact
The rate of premium on this bor premium charges, \$	per thousand. The total amount of corporate attorney.)
THIS IS A REQUIRED FORM	
Any claims under this bond may	be addressed to:
(Name and Address of Surety)	
(Name and Address of Agent or Representative for service of	
process in California, if different from above)	
(Telephone number of Surety a Agent or Representative for serv of process in California	





STATE OF CALIFORNIA	(	
CITY OF	) ss. )	
On this		, in the year 2024, before me, otary Public in and for said state, personally
appeared	· · · · · · · · · · · · · · · · · · ·	, known to me to be the person
whose name is subscribe	d to the within in	, known to me to be the person astrument as the Attorney-In-Fact of the (Surety)
		he subscribed the name of the
	(Sure	ty) thereto and his own name as Attorney-In-
Fact.		
	·	Notone Dublic in and for said State
		Notary Public in and for said State
(SEAL)		
Commission expires:		·
NOTE: A copy of the Pow company must be attached	•	to local representatives of the bonding

investigation expenses.



### **PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Beaumont (hereinafter designated as the "City"), by action taken or a resolution passed , 2024 has awarded to
or a resolution passed, 2024 has awarded tohereinafter designated as the "Principal," a contract for the work described as follows:
(the "Project"); and
WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.
NOW THEREFORE, we, the Principal and as Surety, are held and firmly bound unto the City in the penal sum of Dollars
(\$) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 3181 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the

This bond shall inure to the benefit of any of the persons named in Section 3181 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and

### City of Beaumont Request for bid



### Mesa Lift Station Upgrade CIP WW-11

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, two (2) identical conshall for all purposes be deemed unoriginal Principal and Surety above named, on the	
20 the name and corporate seal of each these presents duly signed by its undersigned governing body.	ch corporate party being hereto affixed and
(Corporate Seal of Principal, if corporation)	Principal (Property Name of Contractor)
	By(Signature of Contractor)
(Seal of Surety)	Surety
	ByAttorney in Fact

\*Note: Appropriate Notarial Acknowledgments of Execution by Contractor and +surety and a power of Attorney <u>MUST BE ATTACHED</u>.

(Attached Attorney-In-Fact Certificate and Required Acknowledgements)



### **02 PUBLIC WORKS AGREEMENT**

**CIP W-11 Mesa Lift Station Upgrade** 



### **03 GENERAL CONDITIONS**

CIP W-11 Mesa Lift Station Upgrade



## **04 SPECIAL CONDITIONS**CIP WW-11 Mesa Lift Station Upgrade



### **05 SPECIAL FEDERAL PROVISIONS**

**CIP WW-11 Mesa Lift Station Upgrade** 



### **06 TECHNICAL SPECIFICATIONS**

**CIP W-11 Mesa Lift Station Upgrade** 



### **07 CONTRACT DRAWINGS**

**CIP WW-11 Mesa Lift Station Upgrade** 



### **08 APPENDICES CIP WW-11 Mesa Lift Station Upgrade**

## CITY OF BEAUMONT PUBLIC WORKS AGREEMENT

### **EXHIBIT "B"**

CONTRACTOR'S Bid

(Insert behind this page.)



Mesa Lift Station Upgrade CIP W-11

### **BID FORM**

### NAME OF BIDDER: Borden Excavating Inc.

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

### CIP WW-11 Mesa Lift Station

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project for the following BASE BID TOTAL BID PRICE:

BASE BID	BASE BID PRICE (IN WRITTEN FORM)	BID PRICE (IN NUMBERS)	
	Six Million Seven Hundred Fifty Thousand Two Hundred Twenty Two Dollars and No Cents	\$ 6,750,222.00	
TOTAL BID PRICE	Six Million Seven Hundred Fifty Thousand Two Hundred Twenty Two Dollars and No Cents	\$ 6,750,222.00	

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



### Mesa Lift Station Upgrade CIP W-11

### **BASE BID**

### BID SCHEDULE CIP WW-11 Mesa Lift Station Upgrade

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/UN IT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
1	Mobilization / Demobilization, Insurance	1	LS	300,000.00	300,000.00
2	Stormwater and Non-Stormwater Pollution Control	1	LS	7,500.00	7,500.00
3	Apply for, obtain, and comply with any necessary permits from City of Beaumont, BCVWD, SCAQMD, SCE and other Authorities Having Jurisdiction (including any rider permits and extensions)	1	LS	75,000.00	75,000.00
4	Pre-construction Photos and Video	1	LS	2,500.00	2,500.00
5	Site Survey including U/G utilities	1	LS	15,000.00	15,000.00
6	Selective Demolition and Disposal of Piping including hazardous material abatement; Protect Existing Utilities to Remain; Salvage Pumps, Air Vacs, Check Valves	1	LS	150,000.00	150,000.00
7	Miscellaneous Site Work, including raising manholes, rim adjustment, and any site work not included in other Bid Items	1	LS	50,000.00	50,000.00
8	Clear & Grub	8,300	SF	2.00	16,600.00
9	General Site Grading	1	LS	20,000.00	20,000.00
10	Site Paving – Asphalt (4" AC + 5" Base)	2,400	SF	20.00	48,000.00
11	Site Paving — Gravel (4" thick, 3/4" crushed rock) — DELETABLE BID ITEM	18,000	SF	1.00	18,000.00
12	Concrete Waterway (15-foot wide)	20	LF	450.00	9,000.00
13	Gravel Swale (w. Liner)	1,200	SF	7.00	8,400.00
14	Bollards	12	EA	2,750.00	33,000.00



### Mesa Lift Station Upgrade CIP W-11

15	Excavation	4,970	CY	125.00	621,250.00
16	Excavation Shoring	1	LS	300,000.00	300,000.00
17	Structural Base and Compaction	1,550	CY	75.00	116,250.00
18	Construction of Cast-in-Place Concrete Storage Basin	570	CY	1,100.00	627,000.00
19	Backfill	320	CY	180.00	57,600.00
20	Excess Soil Removal & Disposal	3,070	CY	35.00	107,450.00
21	Excess Gravel Removal & Disposal	350	CY	65.00	22,750.00
22	CMU Wall (Post Tensioned 8-foot tall)	2,000	SF	50.00	100,000.00
23	Furnish and Install new cast-in-place concrete pump pedestals	1	LS	40,000.00	40,000.00
24	Furnish and Install Process Piping and Valves including suction and discharge piping, fittings, valves, and pipe anchors and supports.	1	LS	1,162,000.00	1,162,000.00
25	Furnish and Install new Dry-Pit Screw Centrifugal Pumps.	4	EA	250,000.00	1,000,000.00
26	Furnish and Install new Sump Pumps	2	EA	22,000.00	44,000.00
27	Furnish and Install Grinder and Grinder Manhole	1	LS	300,000.00	300,000.00
28	Furnish and Install 30" Sanitary Sewer Piping and Fittings	1	LS	70,000.00	70,000.00
29	Furnish and install gas analyzer station	1	LS	20,000.00	20,000.00
30	Bypass pumping	1	LS	24,000.00	24,000.00
31	Install onsite piping for 4" Non-Potable Water (NPW) line, post hydrants, hose connections, and other appurtenances	1	LS	100,000.00	100,000.00
32	Protective Coatings – New Pumps and Piping	1	LS	60,000.00	60,000.00
33	Odor Control System Rehabilitation	1	LS	75,000.00	75,000.00
34	Electrical System Upgrades	1	LS	756,322.00	756,322.00
35	Crossings of Known and Unknown Main Line Utilities (See Special Conditions)	5	EA	1,400.00	7,000.00
36	Preparation of Traffic Control Plan(s)	1	LS	1,600.00	1,600.00

Deleted: Furnish and Install New Electrical Gear including Variable Frequency Drives



### Mesa Lift Station Upgrade CIP W-11

38 39 40 6	Construction (Temporary) Power, associated power pole, meter, breakers, and related equipment. Construction (Temporary) Non-Potable Water, and associated fittings, thrust restraints, back-flow assemblies, meter deposits, equipment and valves. Construction (Temporary) Facilities and Utilities not covered in other Bid Items	1	LS	2,000.00	2,000.00
39 1 40 1	Water, and associated fittings, thrust restraints, back-flow assemblies, meter deposits, equipment and valves.  Construction (Temporary) Facilities and		LS		
40 I				37,000.00	37,000.00
		1	LS	3,500.00	3,500.00
41   1	New 4" (Permanent) service connection to BCVWD 24-inch Reclaimed Water line. Including associated piping, fittings, thrust restraints, back flow assemblies, flow meters, valves, and other appurtenances.	1	LS	105,000.00	105,000.00
42 l	Furnish and Install gate operator, chain and rollers to replace existing operator at vehicle gate	1	EA	22,000.00	22,000.00
	Provide 24/7 site security during construction	1	LS	109,000.00	109,000.00
	Pressure Testing of installed process piping per specification requirements	1	LS	28,000.00	28,000.00
45 I	Maintain updated As-Builts (red-lines) and provide final record drawings	1	LS	500.00	500.00
16	Biological Resources Worker Environmental Awareness Training (BIO-1)	1	LS	6,500.00	6,500.00
47	Pre-construction Surveys (BIO-2)	1	LS	4,500.00	4,500.00
AX I	Pre-construction Burrowing Owl Survey (BIO-8)	1	LS	4,500.00	4,500.00
	Archeological and Native American Monitors (CR-1)	1	LS	5,500.00	5,500.00
50	Cultural Resources - Worker Environmental Awareness Training (CR-2)	1	LS	3,000.00	3,000.00
51	Paleontological Resources - Worker Environmental Awareness Training (Paleo- 1)	1	LS	6,500.00	6,500.00
	Paleontological Resources Mitigation Plan and Monitoring (Paleo-2)	1	LS	4,500.00	4,500.00
53	Paleontological Resources Mitigation Monitoring (Paleo-2)	5	day	1,000.00	5,000.00
	Furnish and Install Lighting and Lighting Controls	<u>6</u>	<u>EA</u>	5,000.00	30,000.00



### Mesa Lift Station Upgrade CIP W-11

PROJECT BASE BID SUBTOTAL: 6,750,222.00

### **ADD ALTERNATES**

### **BID SCHEDULE** CIP WW-11 Mesa Lift Station Upgrade

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTIT IT	Y/UN	UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
A1	Furnish and Install Aluminum Basin Cover (Additive Alternate)	10,000	SF	79.00	790,000.00
A2	Basin Cover Appurtenances	1	LS	21,000.00	21,000.00
А3	Protective Coating - Floor and interior walls of new concrete basin with Coating System 307 (Additive Alternate)	1	LS	305,368.00	305,368.00
A4	Manhole Rehabilitation (Additive Alternate)	1	LS	55,575.00	55,575.00
A5	Base stabilization – 4" Thick Geocell (Additive Alternate)	10,500	SF	3.18	33,390.00
PROJECT BASE BID SUBTOTAL: 6,750,222.00				6,750,222.00	

In case of discrepancy between the unit price and the item cost set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the unit price.

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



Mesa Lift Station Upgrade CIP W-11

### **BID CERTIFICATION**

Bidder certifies th	at it is licensed in a	ccordance with	the law providi	ng for the registration
of Contractors,				
	744070			
Licopae No	741879			

License No.	741879	
Expiration Date	06/26	
Class of license	A	

If the bidder is a joint venture, each member of the joint venture must include the above information.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents:

- 6
- Addenda No. \_\_\_\_\_ 1 thru \_\_\_\_\_ 6
   Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.
- 3. Attached is the fully executed Non-Collusion Affidavit form.
- 4. Attached is the completed Designation of Subcontractors form.
- 5. Attached is the completed Bidder Information Form.
- 6. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.

Bidder acknowledges and understands that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder	Borden Excavating Inc.
Signature	Juge Jude
Name and Title	Bryce Borden, VP
Dated	8/20/24

**BID FORM** 

### **BEAUMONT**

### **City of Beaumont**



550 E. 6th Street

Phone (951) 572-3236

BeaumontCa.gov

A. Price this Bid item based on the quotation of \$39,000.00 provided in the Biorem proposal dated 1/18/2024.

Acknowledgement of Addendum #3 (To be included with proposal)

8/20/24 Date

Bryce Borden, VP

Print Name

### **BEAUMONT**

### **City of Beaumont**



550 E. 6th Street

Phone (951) 572-3236

BeaumontCa.gov

### Addendum #6

Request for Bid: CIP No. W-11 MESA LIFT STATION UPGRADE

### Questions & Answers

Question: The plans and specs [Section 400539-2.3A] say that CML can be used but I'm assuming that for the RW line that is on the job (we quoted that part as CML). But my interpretation is that the lift station is for a sewage application.

Answer: Cement mortar lined DIP shall be used for the lift station piping.

Question: Concerning the bid schedule item no. 34 "Furnish and Install New Electrical Gear including Variable Frequency Drives" has been marked out. Is the contractor to assume that the existing equipment is going to be used instead of new VFD's and MCC circuit breakers? If so, will there be a need to replace the existing feeder cable to each pump and control wiring?

Answer: The contract requires <u>new</u> electrical equipment and wiring including but not limited to VFDs, feeders, and control wiring. For specific information, refer to the Notes on Sheet E501, E601 and the schedules on sheets E801, E802 and E803.

Acknowledgement of Addendum #6 (To be included with proposal)

Bryce Borden, VP
Print Name



Mesa Lift Station Upgrade CIP W-11



### **BID CERTIFICATION**

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors.

of Contractors,	
License No.	741879
Expiration Date	06/26
Class of license	A
If the bidder is a joi information.	nt venture, each member of the joint venture must include the above
	cknowledges receipt, understanding and full consideration of the to the Contract Documents:
<ol> <li>Attached is t Bid Price.</li> <li>Attached is t</li> <li>Attached is t</li> <li>Attached is t</li> </ol>	thru 6 the required bid security in the amount of not less than 10% of the Total the fully executed Non-Collusion Affidavit form. The completed Designation of Subcontractors form. The completed Bidder Information Form. The completed Contractor's Certificate Regarding Workers' on form.
20676, sellers of "n	es and understands that, pursuant to Public Contract Code Section nined material" must be on an approved list of sellers published Resources Code Section 2717(b) in order to supply mined material
	ler penalty of perjury under the laws of the State of California, that all submitted in connection with this Bid and all of the representations ue and correct.
Name of Bidder	Borden Excavating Inc.
Signature	Bup &
Name and Title	Bryce Borden, VP
Dated	8/19/24



# CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

CIP WW-11 Mesa Lift Station Upgrade

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder	Borden Excavating Inc.
	B 2
Signature	I Justo de
Name and Title	Bryce Borden, VP
Dated	8/19/24





# BID BOND CIP WW-11 Mesa Lift Station Upgrade

The makers of this bond are,
Borden Excavating, Inc.
as Principal, and
U.S. Specialty Insurance Company
, as Surety
and are held and firmly bound unto the City of Beaumont, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to CITY for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid datedAugust 13, 2024, for
WW-11 Mesa Lift Station Upgrade.
If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the City as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.
Surety, for value received, hereby stipulates and agrees that no change, extension of

In the event a lawsuit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.



Mesa Lift Station Upgrade CIP WW-11

IN WITNESS WHEREOF, the above-bound their several seals this12th day of corporate seal of each corporation.	parties have executed this instrument under August, 2024, the name and
(Corporate Seal)	Borden Excavating, Inc.  Principal
	Byre Borden, VP
	U.S. Specialty Insurance Company
(Corporate Seal)	Surety By Irene Luong
	Attorney-in-Fact
(Attach Attorney-in-Fact Certificate)	Attorney-in-Fact Title



STATE OF CALIFORNIA	)		
CITY OF Riverside	) ss.		
On this day of	August	, in the year 2024, befor	
Alex Braun appeared Bryon		blic in and for said state, p , known to me to be th	•
whose name is subscribed	to the within instrum	nent as the Attorney-In-Fac	
		ed the name of the reto and his own name as A	Attorney-In-
Fact.			
		123	
ALEC BRAU Notary Public - C Riverside Co	California	Notary Public in and for sa	aid State
Commission # 2 My Comm. Expires			

(SEAL)

Commission expires: July 11, 2028

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA	,
County of Orange	<b>S</b>
	Thao Nguyen Luu , Notary Public, Name of Notary exactly as it appears on the official seal
personally appearedIrene Luong	Name(s) of Signer(s)
THAO NGUYEN LUU Notary Public - California Orange County Commission # 2453804 My Comm. Expires Jul 18, 2027	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
Place Notary Seal Above	Signature of Notary Public
	TIONAL  , it may prove valuable to persons relying on the document reattachment of the form to another document.
Document Date:	
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name:  Individual Corporate Officer — Title(s): Partner Limited General Attorney in Fact Trustee Guardian or Conservator Other: Signer is Representing:	Signer's Name:  Individual Corporate Officer — Title(s): Partner Limited General Attorney in Fact Trustee Guardian or Conservator Of SIGNER Top of thumb here Signer is Representing:



### **POWER OF ATTORNEY**

### AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Yung T. Mullick, James w. Moilanen, Irene Luong, Emilie George, Christine Woolford, Danielle Hanson or P. Austin Neff of Mission Viejo, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\* Fifty Million and 00/100 \*\*\* Dollars (\*\*\* \$50,000,000.00 \*\*\*). This Power of Attorney shall expire without further action on April 23rd, 2026. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of April 2022.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING OMPANY UNITED STATES SURETY COMPANY LLS SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles



Daniel P. Aguilar, Vice President

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

On this 18<sup>th</sup> day of April 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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)

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this <a href="text-align: right;">12th</a> day of <a href="https://day.org/august">August</a> , <a href="text-align: right;">2024</a>.

Corporate Seals
Bond No. N/A

Agency No. 7715 - PDF POA

Kio Lo, Assistant Secretary

### STATE OF CALIFORNIA

### DEPARTMENT OF INSURANCE

SAN FRANCISCO

### Amended

### **Certificate of Authority**

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

### U. S. Specialty Insurance Company

of Houston, Texas, organized under the laws of Texas, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

### Fire, Marine, Surety, Disability, Liability, Workers' Compensation, Aircraft, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 29th day of December, 2004, I have hereunto set my hand and caused my official seal to be affixed this 29th day of December, 2004.

Fee \$117.00

John Garamendi Insurance Commissioner

Rec. No.

Filed 4/12/04

Ву

Victoria S. Sidbury for Ida Zodrow Asst. Chief Deputy

### Certification

I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and caused my official seal to be affixed this 14th day of March, 2007.

Steve Poizner Insurance Commissioner

Ву

Pauline Potnovies

Pauline D'Andrea



# DESIGNATION OF SUBCONTRACTORS

CIP W-11 Mesa Lift Station Upgrade

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: the name, the location of the place of business, the California contractor license number, and public works contractor registration number issued of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid.

				Public Works Contractor	
Portion of the		Location of	License	Registration	% of
VVOFK	Subcontractor	Dusiness	Number.	Number	VVOIK
Electrical	Herman and Charles Inc.	461 E. Redlands Blvd San Bernardino, CA 92408	1086284	1000859957	16/1
Concrete work	CMB Construction & Engineering	7090 Archibald Ave Alta Loma, Ca 9170	613977	1000001531	% %
Roof	CST	498 N. Loop 336E, Conroe, TX 77301	1053983	1000012228	8%
Block Wall	Masonry Solutions	10704 Valley dr., Riverside Ca 92505	648103	1000548424	1%
Painting and coating	Parada Painting inc	14281 Palisades DR, Poway Ca 92064	0072066	1000004724	4%
Paving	Hardy & Harper, INC.	32 Rancho Cir, Lake Forest, CA 92630	215952	1000000076	0%



Mesa Lift Station Upgrade CIP WW-11

112			 	 			
	% of Work						_
	Public Works Contractor Registration Number						
	License Number.						
	Location of Business						
	Subcontractor						
	Portion of the Work						

# $\begin{array}{c} \textbf{DESIGNATION OF SUBCONTRACTORS} \\ 22 \end{array}$



# Mesa Lift Station Upgrade CIP WW-11 % of Work Public Works Contractor Registration Number License Number. Location of Business Subcontractor Portion of the Work

Juga	Bryce Borden, VP	8/19/24
Signature	Name and Title	Dated

Borden Excavating Inc.

Name of Bidder



### INFORMATION REQUIRED OF BIDDERS

CIP W-11 Mesa Lift Station Upgrade

### A. INFORMATION ABOUT BIDDER

[\*\*Indicate not applicable ("N/A") where appropriate.\*\*]

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture

provi	ded for all parties to t	ne joint venture.			
1.0	Name of Bidder:	Borden Excavating Inc.			
2.0 Type, if Entity: S Corp					
3.0	1014 2nd St. Calimesa, CA				
909	-795-5354	909-795-5410			
Facsimile Number Telephone Number					
4.0	License Information				
741		6/26			
		of License Expiration Date			
	01975 Registration No.				
5.0 15 y	How many years ha	as Bidder's organization been in business as a Contractor?			
6.0	How many years ha	as Bidder's organization been in business under its presen			
name	? 15 years				
5.1	Under what other or N/A	former names has Bidder's organization operated?			



7.0	If Bide	der's organization is a corpo	ration, answer the following:			
	7.1	Date of Incorporation:	01/30/2009			
	7.2	State of Incorporation:	California			
	7.3	President's Name:	Shaun Borden			
	7.4	Vice-President's Name(s):	Bryce Borden			
	7.5	Secretary's Name:	Shaun Borden			
	7.6	Treasurer's Name:	Shaun Borden			
8.0	If an individual or a partnership, answer the following:					
	8.1	Date of Organization:				
		N/A				
	8.2	Name and address of all pa	artners (state whether general or limited			
		partnership):				
	N/A					
	8					
9.0	If other	er than a corporation or parti	nership, describe organization and name			
princip	oals: <u>N</u>	I/A				
10.0 N/A		ther states in which Bidder's	organization is legally qualified to do business			





11.0 What type of work does the Bidder normally perform with its own forces  Pipeline, Lift Stations, Booster Stations						
12.0	Has Bidder ever failed to complete any work awarded to it? If so, no	te when,				
where	e, and why:					
1	no					
13.0	Within the last five years, has any officer or partner of Bidder's orga	nization ever				
been	an officer or partner of another organization when it failed to complete	e a contract?				
If so,	attach a separate sheet of explanation:					
14.0	List Trade References:					
Yuc	aipa Valley Water District					
15.0	List Bank References (Bank and Branch Address):					
	ase : 1195 Calimesa Blvd, Calimesa, CA 92320 hase Bank, P: (909) 795-2522					



	Name of Bonding Company and Name and Address of Agent:
0.5. 5	pecialty Insurance Company 13403 Northwest Freeway Houston, TX. 77040



### B. LIST OF CURRENT PROJECTS (Backlog)

[\*\*Duplicate Page if needed for listing additional current projects.\*\*]

Description of	Completion	Cost of	Contact Name &
Bidder's Work	Date	Bidder's Work	Phone
20,000' of 16" Water	1/30/24	8,000,254	Rich- 951-398-60
2,500' of 16" Water	9/15/24	829,000	Matt Porres 909-797-5118
Nano Filtration Facility	11/25/24	6,555,225	Matt Porres 909-797-5118
YVWD Lift Station	12/15/24	4,135,298	Matt Porres 909-797-5118
	Bidder's Work  20,000' of 16" Water  2,500' of 16" Water  Nano Filtration Facility	Bidder's Work       Date         20,000' of 16" Water       1/30/24         2,500' of 16" Water       9/15/24         Nano Filtration Facility       11/25/24	Bidder's Work       Date       Bidder's Work         20,000' of 16" Water       1/30/24       8,000,254         2,500' of 16" Water       9/15/24       829,000         Nano Filtration Facility       11/25/24       6,555,225



### C. LIST OF COMPLETED PROJECTS - LAST THREE YEARS

[\*\*Duplicate Page if needed for listing additional completed projects.\*\*]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project Client	Description of	Period of	Cost of Bidder's	Contact Name
	Bidder's Work	Performance	Work	& Phone
SBVWD	Waterman Hydroelectric Facility	3/15/20-6/15/21	2,252,500.00	Aaron Jones 909-838-0085
YVWD	Reclaimed System	1/15/22-7/1/22	4,047,174	Matt Porres 909-797-5118

Personnel:





### D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity. 1. List each person's job title, name and percent of time to be allocated to this project: Bryce Borden Project Manager- 75% James Borden Superintendent 100% 2. Summarize each person's specialized education: Bachelor Degrees 3. List each person's years of construction experience relevant to the project: Bryce Borden - 10 Years James Borden - 40 Years 4. Summarize such experience: Expert Pipeline Installers

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.

Name and Title

Dated



### Additional Bidder's Statements:

questionnaire abov	that there is additional information which has not been included in the ve, and which would contribute to the qualification review, it may add a statement here or on an attached sheet, appropriately marked:
N/A	
(	
E. VERIFICAT	TION AND EXECUTION
I declare under pe	shall be executed only by a duly authorized official of the Bidder: nalty of perjury under the laws of the State of California that the ion is true and correct:
Name of Bidder	Borden Excavating Inc.
Signature	Bullow

Bryce Borden, VP

8/19/24

L Bryce Borden



### **NON-COLLUSION AFFIDAVIT**

CIP W-11 Mesa Lift Station Upgrade

\_\_\_\_\_, being first duly sworn, deposes and says that he is

**ID** 19348

Date Of Advertisement From 08/08/2024 to 09/12/2024

### Borden Excavating, Inc.

An Equal Opportunity Employer is requesting quotations from all qualified

DBE, MBE, WBE, SBE

sub-contractors and/or material suppliers for the following project:

Reference: WW-11

### Beaumont Mesa Lift Station Upgrade, Beaumont, CA

Beaumont, CA Located in Riverside County, CA

Owner: City of Beaumont CA

Bid Date: 08/13/2024 at 02:00pm

We are requesting bids for the following trades and/or material suppliers: CONCRETE (cast-in-place), MASONRY, ELECTRICAL (controls/instrumentation)

### Bid documents can be viewed at or obtained from:

Planet Bids at https://vendors.planetbids.com/portal/66785/portal-home or please contact gfe@constructionbidsource.com for Specs, or Borden Excavation for assistance or with questions by emailing alec@bordenpipe.com.

Please sumit bids/quotes at least one day prior to bid date and include any certification document(s) you may have along with your DIR registration number. Contact Borden Excavating with regards to their policy for assistance with bonding, insurance, line of credit or materials. Items of work can be broken down into smaller quantities as appropriate and scheduling can be accommodated to facilitate maximum participation. Borden Excavation Inc. is an Equal Opportunity Employer and does not discriminate with regard to race, ethnicity, color, creed, religion, gender or otherwise and will work cooperatively with all qualified responders.

**Borden Excavating, Inc.** 

1014 Second Street Calimesa, CA 92320 Phone: 951-334-9320 Fax: Email: alec@bordenpipe.com Alec Braun

Published 08/08/2024 on

Construction Bid Source a Trade and Focus Publication located at http://www.constructionbidsource.com

Phone: 1-888-786-9450 Fax: 209.772.3573

This solicitation Ad will be archived 30 days after the bid date

**ID** 717000

Title Beaumont Mesa Lift Station Upgrade, Beaumont, CA

Owner WW-11

Reference

Bid Date 08/13/2024 at 02:00pm

Pre Bid No Pre-Bid Meeting

Trades Class A - \*General Engineering Contractor GEC; Subcontractor

Opportunities, C34 - Pipeline Contractor: Water Mains, Sewer Lines, Drains

& Pipe Laying + Related Structures; Includes Pipe Inspection Camera

Phase Renovation, Remodel, Improvements, Upgrades

**Description** Location of work is 12940 Potrero Blve, Beaumont CA. Work will replace

existing pumps with larger pumps and perform related piping and

electrical work to increase pumping capaity and will add a concrete basin to increase wastewater storage capacity at the Mesa Lift Station. Federal

Funding requiring DBE participation Bonds required. Prevailing wages.

**Final** 365 calendar days

Completion

Owner City of Beaumont CA

**Contact** Kenyon Potter

**Phone** (951) 769-8830 Ext. 413

Email kpotter@beaumontca.gov

Plans & Owner

**Specs** 

Print

### **Documents**

**Bid Notice** 

download from source

### **DBE & HUB Outreach**

### **Borden Excavating, Inc.**

Is requesting quotations from all qualified **DBE**, **MBE**, **WBE**, **SBE** sub-

### contractors and/or material suppliers

### Post DBE / HUB Outreach Ad

**DISCLAIMER:** The bid notifications listed on Construction Bid Source are compiled from various sources and updated daily. It is the responsibility of each user, whether browsing publicly or logged in, to contact the project owner directly for the purpose of bidding and obtaining additional project details. Construction Bid Source does not assume any responsibility for omissions or errors in the information provided.

From: Borden Excavating, Inc. (An Equal Opportunity Employer)

1014 Second Street Calimesa, CA 92320

Phone: 951-334-9320 License #741879

#### REQUESTING PROJECT ASSISTANCE

Minority Business Development Agency (MBDA)

Attn: Karin Chan email: kchan@pacela.org

cc: Andrew Barrera email: abarrera@pacela.org

Requesting bids from DBE, MBE, WBE, SBE, and Other Business Enterprise Subcontractors and Suppliers for:

Project: Beaumont Mesa Lift Station Upgrade, Beaumont, CA

Ref #: WW-11

Bid Date: 08/13/2024 @ 02:00pm
Owner: City of Beaumont CA

It is appreciated if you will please acknowledge receipt and distribute this information to your members.

Borden Excavating, Inc. is bidding above referenced project as a Prime Contractor, and is requesting quotes from qualified DBE, MBE, WBE, SBE subcontractors and suppliers for the following items of work:

# CONCRETE (cast-in-place) (NAICS 238910), MASONRY (NAICS 238140), ELECTRICAL (controls/instrumentation) (238210)

Documents from: Planet Bids at https://vendors.planetbids.com/portal/66785/portal-home or please contact gfe@constructionbidsource.com for Specs, or Borden Excavation for assistance or with questions by emailing alec@bordenpipe.com.

Please sumit bids/quotes at least one day prior to bid date and include any certification document(s) you may have along with your DIR registration number. Contact Borden Excavating with regards to their policy for assistance with bonding, insurance, line of credit or materials. Items of work can be broken down into smaller quantities as appropriate and scheduling can be accommodated to facilitate maximum participation. Borden Excavation Inc. is an Equal

Opportunity Employer and does not discriminate with regard to race, ethnicity, color, creed, religion, gender or otherwise and will work cooperatively with all qualified responders.

Thank you for your appreciated assistance.



#### Pearl Regis <pearl@constructionbidsource.com>

### Re: Borden Excavating, Inc. - Association

1 message

Karin Chan < KChan@pacela.org>

Thu, Aug 8, 2024 at 5:48 PM

To: Pearl Regis <pearl@constructionbidsource.com>, "Borden Excavating, Inc." <gfe@constructionbidsource.com> Cc: Kevin Kim <KKim@pacela.org>, Andrew Barrera <ABarrera@pacela.org>, Cristina Espiritu <cespiritu@pacela.org>, Sara Lee <SLee@pacela.org>

Hi Pearl,

Your bid opportunity has been posted on our website, which can be viewed at this link: Doing Business with Prime Contractors – PACE Business Development Center.

Sincerely,
Karin Chan
Marketing and Outreach Specialist
PACE (Pacific Asian Consortium in Employment)
1055 Wilshire Blvd., Ste 1520, Los Angeles, CA 90017
http://pacelabdc.org

From: Borden Excavating, Inc. <gfe@constructionbidsource.com>

Sent: Thursday, August 8, 2024 11:28 AM

To: Karin Chan < KChan@pacela.org >

Subject: Borden Excavating, Inc. - Association

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

From: Borden Excavating, Inc. (An Equal Opportunity Employer)

1014 Second Street Calimesa, CA 92320

Phone: 951-334-9320 License #741879

#### REQUESTING PROJECT ASSISTANCE

Minority Business Development Agency (MBDA)
Attn: Karin Chan email: kchan@pacela.org

cc: Andrew Barrera email: abarrera@pacela.org

Requesting bids from DBE, MBE, WBE, SBE, and Other Business Enterprise Subcontractors and Suppliers for:

Project: Beaumont Mesa Lift Station Upgrade, Beaumont, CA

Ref #: WW-11

Bid Date: 08/13/2024 @ 02:00pm Owner: City of Beaumont CA

It is appreciated if you will please acknowledge receipt and distribute this information to your members.

Borden Excavating, Inc. is bidding above referenced project as a Prime Contractor, and is requesting quotes from qualified DBE, MBE, WBE, SBE subcontractors and suppliers for the following items of work:

CONCRETE (cast-in-place) (NAICS 238910), MASONRY (NAICS 238140), ELECTRICAL (controls/instrumentation) (238210)

Documents from: Planet Bids at https://vendors.planetbids.com/portal/66785/portal-home or please contact

gfe@constructionbidsource.com for Specs, or Borden Excavation for assistance or with questions by emailing alec@bordenpipe.com.

Please sumit bids/quotes at least one day prior to bid date and include any certification document(s) you may have along with your DIR registration number. Contact Borden Excavating with regards to their policy for assistance with bonding, insurance, line of credit or materials. Items of work can be broken down into smaller quantities as appropriate and scheduling can be accommodated to facilitate maximum participation. Borden Excavation Inc. is an Equal Opportunity Employer and does not discriminate with regard to race, ethnicity, color, creed, religion, gender or otherwise and will work cooperatively with all qualified responders.

Thank you for your appreciated assistance.

From: Borden Excavating, Inc. (An Equal Opportunity Employer)

1014 Second Street Calimesa, CA 92320

Phone: 951-334-9320

License #741879

#### REQUESTING PROJECT ASSISTANCE

National Association of Minority Contractors Southern CA

Email: admin@namcsc.net

Requesting bids from DBE, MBE, WBE, SBE, and Other Business Enterprise Subcontractors and Suppliers for:

Project: Beaumont Mesa Lift Station Upgrade, Beaumont, CA

Ref #: WW-11

Bid Date: 08/13/2024 @ 02:00pm
Owner: City of Beaumont CA

It is appreciated if you will please acknowledge receipt and distribute this information to your members.

Borden Excavating, Inc. is bidding above referenced project as a Prime Contractor, and is requesting quotes from qualified DBE, MBE, WBE, SBE subcontractors and suppliers for the following items of work:

# CONCRETE (cast-in-place) (NAICS 238910), MASONRY (NAICS 238140), ELECTRICAL (controls/instrumentation) (238210)

Documents from: Planet Bids at https://vendors.planetbids.com/portal/66785/portal-home or please contact gfe@constructionbidsource.com for Specs, or Borden Excavation for assistance or with questions by emailing alec@bordenpipe.com.

Please sumit bids/quotes at least one day prior to bid date and include any certification document(s) you may have along with your DIR registration number. Contact Borden Excavating with regards to their policy for assistance with bonding, insurance, line of credit or materials. Items of work can be broken down into smaller quantities as appropriate and scheduling can be accommodated to facilitate maximum participation. Borden Excavation Inc. is an Equal Opportunity Employer and does not discriminate with regard to race, ethnicity, color, creed,

religion, gender or otherwise and will work cooperatively with all qualified responders.

Thank you for your appreciated assistance.

From: Borden Excavating, Inc. (An Equal Opportunity Employer)

1014 Second Street Calimesa, CA 92320

Phone: 951-334-9320 License #741879

# REQUESTING PROJECT ASSISTANCE

**Small Business Administration (SBA)** 

Attn: Julie Yim email: julie.yim@sba.gov

Requesting bids from DBE, MBE, WBE, SBE, and Other Business Enterprise Subcontractors and Suppliers for:

Project: Beaumont Mesa Lift Station Upgrade, Beaumont, CA

Ref #: WW-11

Bid Date: 08/13/2024 @ 02:00pm

Owner: City of Beaumont CA

It is appreciated if you will please acknowledge receipt and distribute this information to your members.

Borden Excavating, Inc. is bidding above referenced project as a Prime Contractor, and is requesting quotes from qualified DBE, MBE, WBE, SBE subcontractors and suppliers for the following items of work:

# CONCRETE (cast-in-place) (NAICS 238910), MASONRY (NAICS 238140), ELECTRICAL (controls/instrumentation) (238210)

Documents from: Planet Bids at https://vendors.planetbids.com/portal/66785/portal-home or please contact gfe@constructionbidsource.com for Specs, or Borden Excavation for assistance or with questions by emailing alec@bordenpipe.com.

Please sumit bids/quotes at least one day prior to bid date and include any certification document(s) you may have along with your DIR registration number. Contact Borden Excavating with regards to their policy for assistance with bonding, insurance, line of credit or materials. Items of work can be broken down into smaller quantities as appropriate and scheduling can be accommodated to facilitate maximum participation. Borden Excavation Inc. is an Equal Opportunity Employer and does not discriminate with regard to race, ethnicity, color, creed,

religion, gender or otherwise and will work cooperatively with all qualified responders.

Thank you for your appreciated assistance.

From: Borden Excavating, Inc. (An Equal Opportunity Employer)

1014 Second Street Calimesa, CA 92320

Phone: 951-334-9320 License #741879

For: DBE, MBE, WBE, SBE INVITATION TO BID:

Project: Beaumont Mesa Lift Station Upgrade, Beaumont, CA

Ref #: WW-11

Owner: City of Beaumont CA

Bid Date: 08/13/2024 @ 02:00pm

Location: Beaumont, CA

Dear Estimator,

**Borden Excavating, Inc.** is bidding as a prime contractor for the above referenced project. Work will replace existing pumps with larger pumps and perform related piping and electrical work to increase pumping capaity and will add a concrete basin to increase wastewater storage capacity at the Mesa Lift Station.

We are seeking assistance/bids/quotations from certified DBE/MBE/WBE/SBE business enterprises for the items listed below:

## CONCRETE (cast-in-place), MASONRY, ELECTRICAL (controls/instrumentation)

Please sumit bids/quotes at least one day prior to bid date and include any certification document(s) you may have along with your DIR registration number. Contact Borden Excavating with regards to their policy for assistance with bonding, insurance, line of credit or materials. Items of work can be broken down into smaller quantities as appropriate and scheduling can be accommodated to facilitate maximum participation. Borden Excavation Inc. is an Equal Opportunity Employer and does not discriminate with regard to race, ethnicity, color, creed, religion, gender or otherwise and will work cooperatively with all qualified responders.

Documents from: Planet Bids at https://vendors.planetbids.com/portal/66785/portal-home or please contact gfe@constructionbidsource.com for Specs, or Borden Excavation for assistance or with guestions by emailing alec@bordenpipe.com.

A follow up call will be made to ascertain, with certainty, your interest in participating with us on this contract. Please respond to gfe@constructionbidsource.com. Thank you.

Sincerely,
Alec Braun
alec@bordenpipe.com

Borden Excavating, Inc.

Master List Report

Project: Beaumont Mesa Lift Station Upgrade, Beaumont, CA

08/13/2024 @ 02:00pm

Borden Excavating, Inc. Prepared By:

5th Avenue Energy Company

45433 Camino Monzon

Temecula, CA 92123

(951) 285-4605 **Phone** 

DBE Cert

**Electrical Contractor Trades** 

David Wallace Contact

> david@5thavenueenergy.com **Email**

Invitation To Bid delivered on 8/8/24, 4:17 PM **Email Results** 

Reminder delivered on 8/9/24, 12:49 PM

8/9/24, 4:48 PM - Angela left a message, Emailed reminder **Call Results** 

Anderson's Nu Power Co Inc Company

17130 Van Buren Blvd #715

Riverside, Ca 92504

9517807070 **Phone** 

Fax 9517807124

Cert SBE

Electrical, medium voltage, high voltage, poleline, electrical splicing, underground electric **Trades** 

rod@anupower.com **Email** 

Invitation To Bid delivered on 8/8/24, 4:17 PM **Email Results** 

Reminder delivered on 8/9/24, 12:50 PM

8/9/24, 4:50 PM - Ann told Angela Unsure, Emailed reminder **Call Results** 

Company Blanco Construction

19320 DALLAS AVENUE

RIVERSIDE, CA 92508

Phone 9512506692

Fax 951-602-2050

Cert DBE, SBE

Trades

C1200 CONSTRUCTION AREA SIGNS; C1201 TRAFFIC CONTROL SYSTEM; C1531 PLANE ASPHALT CONCRETE; C1575 REMOVE BRIDGE ITEM; C1580 MODIFY BRIDGE ITEM; C1601 CLEARING & GRUBBING; C1901 ROADWAY EXCAVATION; C1910 GRADING; C1920 STRUCTURE EXCAVATION; C1930 STRUCTURE BACKFILL; C2501 AGGREGATE SUBBASE; C2602 AGGREGATE BASE; C4040 CLEAN & SEAL PAVEMENT JOINTS - ROUT & SEAL CRACKS; C5100 CONCRETE STRUCTURE; C5105 MINOR CONCRETE STRUCTURE; C5110 CONCRETE SURFACE FINISH; C5111 CONCRETE OVERLAY, DRILL & BOND; C5201 REINFORCING STEEL; C6200 ALTERNATIVE PIPE CULVERT; C6800 SUBSURFACE DRAIN; C6811 EDGE DRAIN; C7006 CORRUGATED STEEL PIPE INLET & RISER; C7065 DEBRIS RACK-DRAINAGE GATE; C7191 SEWER MANHOLE; C7194 JUNCTION CHAMBER; C7301 CONCRETE CURB & SIDEWALK - MISC; C7500 MISC IRON & STEEL FRAME, COVER & GRATE; E4952 SEWERAGE SYSTEMS; A General Engineering Contractor;

Contact Leonardo Blanco

Email lawym@aol.com

Email Results Invitation To Bid dropped on 8/8/24, 4:17 PM

Reminder dropped on 8/9/24, 12:51 PM

Call Results 8/9/24, 4:51 PM - Angela left a message for Evette, Emailed reminder

Company Challenger Construction Services Inc

27226 Via Industrial

Temecula, CA 92590

Phone (951) 260-2507

Cert DVBE SBE

Trades pre-engineered buildings construction industrial commercial metal electrical concrete masonry

Email mstevens@ccsinc-us.com

Email Results Invitation To Bid bounce on 8/8/24, 4:22 PM

Reminder bounce on 8/9/24, 12:57 PM

Call Results 8/9/24, 4:52 PM - Angela left a message, Emailed reminder

Company Champion's Structures

24720 Superior Ave

Moreno Valley, CA 92551

Phone (951) 567-9041

67-9041 Fax (951) 208-80207

Cert MBE CBE DBE

Trades reinforced concrete, Water, Sewer and Pipelines, Culverts, highway, road and street, construction, Curbs and

street gutters, highway, road and street, construction, Sidewalk, public, construction, concrete work, all other

special trade contractors

Contact Mr. Trinidad Pulido

Email champions.structures@gmail.com

Email Results Invitation To Bid delivered on 8/8/24, 4:17 PM

Reminder delivered on 8/9/24, 12:53 PM

Call Results 8/9/24, 4:52 PM - Angela left a message, Emailed reminder

Company CICO Electrical Contractors Inc.

1215 Columbia Ave

Riverside, CA 92507

Phone 9512132229

Cert DBE

Trades Electrical Contractor

Contact Andrea Jaure

Email robert.j.perez@cicoele.com

Email Results Invitation To Bid delivered on 8/8/24, 4:17 PM

Reminder delivered on 8/9/24, 12:53 PM

Call Results 8/9/24, 4:53 PM - Angela left a message, Emailed reminder

Company Coastal Electric Service, Inc.

10670 Anaheim Drive

La Mesa, CA 91941

Phone 6197875044

Cert DBE

Trades Electrical Contractor

Contact Nick Lawlis

Email nick@coastalelectricsd.com

Email Results Invitation To Bid delivered on 8/8/24, 4:17 PM

Call Results 8/9/24, 4:54 PM - Erica told Angela NOT bidding

Company Creative Energy Electric Inc

32952 Northshire Circle

Temecula, Ca 92592

Phone 9519563974

Cert SBE

Trades Neca Electrical Contractor, Solar Design & Installation (photovoltaic), Lighting Systems, Lighting Control

Systems, Power Distribution Systems, Switch Gear, Motor-control Centers, Transformers, Motors, Conduit

Fax 9513254596

Systems, Cable Trays, Underground, And Ti.

Email Pitzek@msn.com

Email Results Invitation To Bid delivered on 8/8/24, 4:17 PM

Reminder delivered on 8/9/24, 12:55 PM

Call Results 8/9/24, 4:55 PM - Angela left a message, Emailed reminder

Company Delta Electric

17007 Strawberry ine Ct

Santa Clarita, CA 91387

Phone 3238160508

Cert DBE

Trades Electrical Contractor

**Contact** Rolando Estevez

Email deltaelectric1@hotmail.com

Email Results Invitation To Bid delivered on 8/8/24, 4:17 PM

Reminder delivered on 8/9/24, 12:56 PM

Call Results 8/9/24, 4:56 PM - Angela left a message, Emailed reminder

**Company** Dexgerity Placing Steel Services

36231 Straightaway Drive

Beaumont, CA 92223

Phone (562) 774-5704

Cert DBE

Trades Concrete steel, placing of reinforcing steel services, poured concrete foundation and structure contractors,

structural steel and precast concrete contractors, all other specialty trade contractors

**Contact** Patrick Sanchez

Email dpsteel.svc@gmail.com

Email Results Invitation To Bid delivered on 8/8/24, 4:17 PM

Reminder delivered on 8/9/24, 12:57 PM

Call Results 8/9/24, 4:57 PM - Angela left a message, Emailed reminder

Company DOD Construction

3501 Edison Hwy

Bakersfield, Ca 93307-

Phone 6613668000

Cert DBE SMBE

Trades Steel Structures, Steel Crib Wall, building construction, Carpentry, Finish Hardware, Small Structures, Drywall,

Retainer Walls, Plastring, Masonry, Insulation, General Engineering Contractor, General Building Contractor,

Concrete Contractor

Contact Derrick Dickerson

Email derrickd@dodconstruction.com

Email Results Invitation To Bid delivered on 8/8/24, 4:17 PM

Call Results 8/9/24, 4:58 PM - Michelle told Angela NOT bidding

Company Driscoll Electric Inc

1109 W 156th St

Compton, CA 90220

Phone 3109409640

Cert DBE

Trades Commercial Electrical, Residential Electrical, Electrical Contractor

Contact Dereik Driscoll

Email driscollelectric@yahoo.com

Email Results Invitation To Bid delivered on 8/8/24, 4:17 PM

Reminder delivered on 8/9/24, 12:59 PM

Call Results 8/9/24, 4:59 PM - Angela left a message, Emailed reminder

**Company** El Camino Construction & Engineering Corp

810 Roswell Ave

Long Beach, CA 90804

Phone 5629838811

Cert SBE DBE

Trades General Engineering Contractor, General Building Concractor, Concrete Structure, Masonry, Construction &

Related Machinery

Contact Miguel Guarjardo

Email miguel@elcaminoconeng.com

Email Results Invitation To Bid delivered on 8/8/24, 4:17 PM

Reminder delivered on 8/9/24, 1:01 PM

Call Results 8/9/24, 5:01 PM - Angela left a message, Emailed reminder

Company Electric Service & Supply Co. (same as E Tech Electric)

2668 E Foothill Blvd

Pasadena, CA 91107

Phone (626) 795-8641

Cert SBE

Trades Electrical Contractor, Controls and accessories, boxes and enclosoures, fittings and accessories, cable, wire,

components, electrical systems, General Building Contractor

Email stan@esscoelectric.com

Email Results Invitation To Bid delivered on 8/8/24, 4:17 PM

Call Results 8/9/24, 5:03 PM - Michelle told Angela NOT bidding

Company Electronic & Telecom Systems, Inc.

10225 Barnes Canyon Rd

Ste A110

San Diego, CA 92037

Phone (858) 250-0495

Cert SMBE SDSLBE DBE

Trades Message Signs, Lighting & Sign Illumination, HVAC, Safety Studies, Electrical Contractor, Control, Building

Automation, Low Voltage Sytems, SCADA, Process Control, C10 Electrical Contractors, C20 Heating and Air

Conditioning HVAC Contractors

Contact Steven Cabaj

Email scabaj@etssys.com

Email Results Invitation To Bid delivered on 8/8/24, 4:17 PM

Reminder delivered on 8/9/24, 1:04 PM

Call Results 8/9/24, 5:04 PM - Angela left a message, Emailed reminder

Company Esl Power Systems Inc

2800 Palisades Dr

Corona, Ca 92880

Phone 9517397020

Fax 9517397048

Cert SBE

Trades Mechanical Power Transmission Equipment N.e.c. Distribution Specialty Transformers Electrical Industrial

**Apparatus Machinery Supplies** 

Email Droy@eslpwr.com

Email Results Invitation To Bid delivered on 8/8/24, 4:17 PM

Reminder delivered on 8/9/24, 1:07 PM

Call Results 8/9/24, 5:07 PM - Angela left a message for Doug Roy, Emailed reminder

Company Espinoza Electric Inc.

11055 Alder Ave

Bloomington, CA 92316

Phone 9094218668

Cert SBE

Trades C10 Electrical Contraxtor, B General Building Contractor, electrical system, electrical and electronic

engineering

Email qle@qle-c10.com

Email Results Invitation To Bid delivered on 8/8/24, 4:17 PM

Call Results 8/9/24, 5:08 PM - Melissa told Angela NOT bidding

Company Excel Concrete Construction Inc.

776 Melody Ln

Lytle Creek, CA 92358

Phone (951) 695-0170

Cert DBE

Trades Plane Asphalt Concrete, Concrete Base, Reinforcing Steel, Furnish Precast Concrete Deck Unit, Erect Precast

Concrete, Reinforcing Steel Contractor, Rebar, Welding on-site, poured concrete foundation and strucure

contractors, Concrete Contractor, structural steel and precast concrete contractors

Contact Sean Mills

Email estimating@excelccinc.com

Email Results Invitation To Bid delivered on 8/8/24, 4:17 PM

Reminder delivered on 8/9/24, 1:10 PM

Call Results 8/9/24, 5:10 PM - Angela left a message, Emailed reminder

Company G & G Electric Inc.

1525 Quadrille Court

Riverside, CA 92503

Phone (951) 776-8099

Cert DBE

Trades Message Signs, Lighting, Sign Illumination, Signal, Electrical Services for Rail Cars, Commercial Electrical,

Signal & Lighting, C10 Electrical Contractor

Contact Gilberto Chavez

Email gilbertochavez@gg-electric.com

Email Results Invitation To Bid delivered on 8/8/24, 4:17 PM

Call Results 8/9/24, 5:11 PM - Veronica told Angela NOT bidding

Company Golden Sun Construction, Inc

25371 Mustang Drive

Laguna Hills, CA 92653

Phone (949) 380-9797

Cert DBE, WBE

Trades (Reinforcing Concrete - not dike)Roadway Excavation, Concrete curb & sidewalk, Concrete barrier, Remove

Bridge Item, Cement Treated Base, Aggregate Base, Structure Excavation, Place Asphalt Concrete Dike, Finishing Roadway, Embankment Construction, Irrigation Sytem, Jacked Welded Steel Pipe. General Engineering Contractor, General Building Contractor, Concrete block & masonry retaining wall, reiforcing

steel, precast concrete, manhole, concrete curb & sidewalk - misc

Contact Meiling Yip

Email gscon97@gmail.com

Email Results Invitation To Bid delivered on 8/8/24, 4:17 PM

Reminder delivered on 8/9/24, 1:11 PM

Call Results 8/9/24, 5:11 PM - Angela left a message, Emailed reminder

**Company** GWG Construction inc

1740 W 12th St

Los Angeles, CA 90047

Phone 3236001122

Cert DBE

Trades Roofing, Construction & Related Machinery, Building Construction, Masonry

Contact Gernard Gilmore

Email gwgconstruction@yahoo.com

Email Results Invitation To Bid delivered on 8/8/24, 4:17 PM

Call Results 8/9/24, 5:12 PM - Stephanie told Angela NOT bidding

Company Harrell Enterprises, Inc. Harrell Electric

5427 Via Alberca Riverside, CA 92507

Phone 9517870390 Fax 9517878193

Cert DBE MBE

Trades Electrical Contractors 238210: Does not do roads

Email harrellent@sbcglobal.net

Email Results Invitation To Bid delivered on 8/8/24, 4:17 PM

Reminder delivered on 8/9/24, 1:14 PM

Call Results 8/9/24, 5:13 PM - Angela left a message, Emailed reminder

**Company** HYB Construction Company

5108 Verona Street

LOS ANGELES, CA 90022

Phone 3238420370

Cert SBE

Trades ALL GENERAL CONSTRUCTION INCLUDES BUT NOT LIMITED TO ELECTRIC, CONCRETE, MASONRY,

PLUMBING, PAINTING, DRYWALL, REMODEL, STRUCTURAL, FRAMING, REPAIR, INSTALL, IMPROVE, DEMOLISH, ADDITION, REHAB, RENOVATION, ETC. FOR RESIDENTIAL & COMMERCIAL PROPERTIES.

Email alexhybconstruction@gmail.com

Email Results Invitation To Bid delivered on 8/8/24, 4:17 PM

Reminder delivered on 8/9/24, 1:14 PM

Call Results 8/9/24, 5:14 PM - Angela left a message, Emailed reminder

**Company** IMAC CONSTRUCTION INC

19740 Jolora Ave

CORONA, CA 92881-4600

**Phone** (951) 520-9755

Fax 9515209756

Cert SBE

Trades Concrete Contractor, General Engineering Contractor

Email alfredo@imacconstruction.com

Email Results Invitation To Bid delivered on 8/8/24, 4:17 PM

Reminder delivered on 8/9/24, 1:16 PM

Call Results 8/9/24, 5:16 PM - Angela left a message, Emailed reminder

J Francis Company Company

16197 Krameria Ave

Riverside, Ca 92504

9517769100 Phone

Fax 9517769174

SBE DBE Cert

Concrete Overlay, Drill & Bond, Minor Concrete Structure, Concrete Surface Finish, Joint Seal, Water Stop, **Trades** 

Waterproofing, C8 Concrete Contractor, D6 Concrete Related Services, D12 Synthetic Produces, D38 Sand and

Water Blasting, D51 Waterproofing and Weatherproofing, all other specialty contracting

Diana Hanna **Contact** 

> jfranciscompany83@gmail.com **Email**

Invitation To Bid delivered on 8/8/24, 4:17 PM **Email Results** 

Reminder delivered on 8/9/24, 1:17 PM

8/9/24, 5:17 PM - Angela left a message, Emailed reminder **Call Results** 

JDC Energy Solutions Inc. Company

10373 Trademark St

Rancho Cucamonga, CA 91730

9092973626 **Phone** 

SBE Cert

Electrical Contractor, lighting, switchgear, controls, standby or emergency power installation, cogeneration **Trades** 

plant construction, computer power conditioning, solar generators and power plants, lighting and electrical

system services, environmental system control installation

dcobian@jdcenergysolutions.com **Email** 

Invitation To Bid delivered on 8/8/24, 4:17 PM **Email Results** 

Reminder delivered on 8/9/24, 1:20 PM

8/9/24, 5:19 PM - Angela left a message, Emailed reminder **Call Results** 

JMG Automated Valves & Controls, Inc. Company

7211 Haven Ave, Ste E565

Rancho Cucamonga, CA 91701

9094840564 Phone

9099442280

SBE Cert

Actuators, Electrical Controls and accessories, valves, pressure measuring and control instruments, manual **Trades** 

test kits and quality controls and calibrators

armandomontoyajr@outlook.com **Email** 

Invitation To Bid delivered on 8/8/24, 4:17 PM **Email Results** 

Reminder delivered on 8/9/24, 1:22 PM

8/9/24, 5:22 PM - Angela left a message, Emailed reminder **Call Results** 

Company John Christopher Construction inc.

17632 Metzler Lane

Huntington Beach, CA 92647

Phone 9494154534

Cert DBE

Trades General Building Contractor, Masonry

Contact John Frize

Email info@coastalhandymanpros.com

Email Results Invitation To Bid bounce on 8/8/24, 4:22 PM

Call Results 8/9/24, 5:23 PM - Stella told Angela NOT bidding

Company Jones Construction

5225 Canyon Crest Drive

Riverside, CA 92507

Phone 9097171501

Cert DVBE/SBE

Trades Remodel, renovations, repair, flooring, tile, plumbing, electrical, drywall, fencing, chain link fencing, vinyl

fencing, bahtroom remodel, kitchen remodel, General Building, Building maintenance and repair, single family, multiple unit, commercial and office building construction, specialized public building, detention facility, wall covering, electrical system services, masonry and stonework, concrete installation and repair

Email cfoconsultants@yahoo.com

Email Results Invitation To Bid delivered on 8/8/24, 4:17 PM

Reminder delivered on 8/9/24, 1:24 PM

Call Results 8/9/24, 5:24 PM - Angela left a message, Emailed reminder

Company Kern County Custom Concrete

4916 College Ave

Bakersfield, Ca 93306-

Phone (661) 378-2676

Cert DBE SBE MBE

Trades Concrete Contractor, D3460 METAL FORGINGS & STAMPINGS; C5501 STEEL STRUCTURES; C5136

REINFORCED CONCRETE CRIB WALL; C4906 CAST-IN-DRILLED-HOLE CONCRETE PILING; C2800 CONCRET BASE; C5570 STEEL CRIB WALL; C5000 PRESTRESSING CONCRETE CAST-IN-PLACE; C5100 CONCRETE STRUCTURE; C5105 MINOR CONCRETE STRUCTURE; C5110 CONCRETE SURFAC FINISH; C5120 FURNISH PRECAST CONCRETE DECK UNIT; C5124 ERECT PRECAST CONCRE C7301 CONCRETE CURB & SIDEWALK -

MISC; C8331 CONCRETE BARRIER

Contact Mr. Jerry M. Fuentez

Email jerryKCCC@yahoo.com

Email Results Invitation To Bid delivered on 8/8/24, 4:17 PM

Reminder delivered on 8/9/24, 1:26 PM

Call Results 8/9/24, 5:26 PM - Angela left a message, Emailed reminder

Company KP Electric Co Inc.

8239 Henderson Green

Buena Park, CA 90621

Phone (714) 746-4669

Cert SBI

Trades C10 Electrical Contrctor, wire or cable raceway, conduit, wire and fittings

Email sk.kpelectric@gmail.com

Email Results Invitation To Bid delivered on 8/8/24, 4:17 PM

Reminder delivered on 8/9/24, 1:26 PM

Call Results 8/9/24, 5:26 PM - Angela left a message, Emailed reminder

Company LCS Electrical and Industrial Service Inc

3600 Peagasus Drive

Bakersfield, CA 93308

Phone 6615358280

Cert DVBE SBE(micro)

Trades Electrical Contracting, Instrumentation Services

Email pat@quantumindustries.net

Email Results Invitation To Bid delivered on 8/8/24, 4:17 PM

Reminder delivered on 8/9/24, 1:27 PM

Call Results 8/9/24, 5:27 PM - Angela left a message, Emailed reminder

Company LG&M Electric, Inc.

216 S Heliotrope Ave

Monrovia, CA 91016

Phone 3233716124

Fax 6266055904

Cert DBE

Trades Electrical Contractor: Industrial only no residential

Contact Leo Guevara

Email leo@lgmelectric.com

Email Results Invitation To Bid delivered on 8/8/24, 4:17 PM

Reminder delivered on 8/9/24, 1:28 PM

Call Results 8/9/24, 5:28 PM - Angela left a message for Leo, Emailed reminder

**Company** Los Angeles Post Tensioning

308 Blackshear Ave

Los Angeles, CA 90022

Phone (323) 528-8874

Cert DBE

Trades prestressing concrete cast-in-place, erect precast concrete, fabricated metal products, C50 Reinforcing Steel

Contractor

**Contact** Ricardo Hipolito

Email laposttensioning@gmail.com

Email Results Invitation To Bid delivered on 8/8/24, 4:17 PM

Reminder delivered on 8/9/24, 1:29 PM

Call Results 8/9/24, 5:29 PM - Angela left a message, Emailed reminder

Company M Brey Electric Inc

P O Box 3159

Beaumont, CA 92223

Phone (951) 845-5438

Cert SBE

Trades Electrical contractor, exterior lighting, medium voltage, underground construction

Email marco@mbreyinc.com

Email Results Invitation To Bid delivered on 8/8/24, 4:17 PM

Call Results 8/9/24, 5:30 PM - Kyle told Angela NOT bidding

Company MAC Reinforcing Steel Inc.

20154 Ochoa Rd

Apple Valley, CA 92307

Phone (909) 670-9400

Cert DBE

Trades Prestressing Concrete Cast-in-place, Steel Structures, C50 Reinforcing Steel Contractor

**Contact** Michael Cervantes

Email mikecervantes416@yahoo.com

Email Results Invitation To Bid delivered on 8/8/24, 4:17 PM

Reminder delivered on 8/9/24, 1:31 PM

Call Results 8/9/24, 5:31 PM - Angela left a message for Mike, Emailed reminder

**Company** Markham Electric Solutions

1112 Dorian Drive

Bakersfield, CA 93304

Phone 6619278029

Cert DBE

Trades C10 Electrical Contractor, Commercial and Residential

Contact Edgar Markham

Email markelecsols@gmail.com

Email Results Invitation To Bid delivered on 8/8/24, 4:17 PM

Reminder delivered on 8/9/24, 1:32 PM

Call Results 8/9/24, 5:32 PM - Angela left a message, Emailed reminder

**Company** Martin Construction Services Inc.

P O Box 1782

Chino Hills, Ca 91709

Phone 9096068925 Fax 9095487498

Cert SBE

Trades GENERAL CONTRACTOR - HARDSCAPE, CONCRETE, MASONRY, ROOM ADDITIONS, STONE, PAVERS

Email Martinconstruction@verizon.net

Email Results Invitation To Bid delivered on 8/8/24, 4:17 PM

Reminder delivered on 8/9/24, 1:33 PM

Call Results 8/9/24, 5:33 PM - Angela left a message for Bob, Emailed reminder

Company McNamara Pump & Electric

P. O. Box 1989

San Marcos, CA 92079

Phone 7607441895

Fax 7605913808

Cert SBE (Micro)

Trades pump & electric, service & repairs, sales, maintenance, sump, storm water, irrigation, booster pump, sewage,

dewatering, circulation, variable frequency drive, control wiring, control panel, electrical, machinery and

pumps, drainage services, pump parts & accessories, irrigation

Email mcpump@pacbell.net

Email Results Invitation To Bid delivered on 8/8/24, 4:17 PM

Call Results 8/9/24, 5:35 PM - Janelle told Angela NOT bidding

MEL SMITH ELECTRIC INC Company

> 10950 DALE ST STANTON, CA 90680

(714) 761-3205

Phone

Fax 7147614710

Cert

**Trades** 

A - General Engineering B - General Building Contractor C-07 - Low Voltage Communications and Wiring Systems C-10 - Electrical (general) C-12 - Excavation work and paving C-21 - Building moving, wrecking HAZ -Hazardous Substance Removal Certification, 201422 - Line heaters 231538 - Coating systems, Railroad support equipment and systems, Electrical components, Clutches, Industrial braking systems, Electrical wire, Electrical cable and accessories, Power generation control equipment, Mechanical cable, Washers, Brackets and braces, Tape, Non electrical lighting devices, Power conditioning equipment, Electrical boxes and enclosures and fittings and accessories, Electrical lugs plugs and connectors, Electrical controls and accessories, Electrical hardware and supplies, Electrical safety devices and accessories, Electrical Variable Speed Drives, Electrical transmission and distribution equipment, Wire Raceways Conduit and Busways, Indicating and recording instruments, Electrical measuring and testing equipment and accessories, Light and wave generating and measuring equipment, Electrical Equipment software, Correction media, Domestic kitchen appliances, Electrical physics materials, Well site operations services, Infrastructure building and surfacing and paving services, Electrical system services, Manufacture of machinery, Manufacture of electrical goods, Electrical and electronic engineering, Electrical power transmission engineering, Water and sewer utilities, Oil and gas utilities, Electric utilities, Utility buildings and structures B - General Building Contractor C-07 - Low Voltage Communications and Wiring Systems C-10 - Electrical (general) C-12 - Excavation work and paving C-21 - Building moving, wrecking HAZ - Hazardous Substance Removal Certification, 201422 - Line heaters 231538 - Coating systems, Railroad support equipment and systems, Electrical components, Clutches, Industrial braking systems, Electrical wire, Electrical cable and accessories, Power generation control equipment, Mechanical cable, Washers, Brackets and braces, Tape, Non electrical lighting devices, Power conditioning equipment, Electrical boxes and enclosures and fittings and accessories, Electrical lugs plugs and connectors, Electrical controls and accessories, Electrical hardware and supplies, Electrical safety devices and accessories, Electrical Variable Speed Drives, Electrical transmission and distribution equipment, Wire Raceways Conduit and Busways, Indicating and recording instruments, Electrical measuring and testing equipment and accessories, Light and wave generating and measuring equipment, Electrical Equipment software, Correction media, Domestic kitchen appliances, Electrical physics materials, Well site operations services, Infrastructure building and surfacing and paving services, Electrical system services, Manufacture of machinery, Manufacture of electrical goods 811017 - Electrical and electronic engineering 811024 - Electrical power transmission engineeri

**Email** 

estimating@melsmithelectric.com

**Email Results** 

Invitation To Bid delivered on 8/8/24, 4:17 PM

**Call Results** 

8/9/24, 5:36 PM - Doreene told Angela NOT bidding

Company

More Power

26163 Renton Pl.

Hemet, CA 92544

**Phone** 

9514453512

9516528952

SBE DVBE Cert

**Trades** 

Electrical Contractor High Voltage Repair, New Construction, maintenance, supplies, hardware

**Email** 

morepowerwalt@msn.com

**Email Results** 

**Call Results** 

Invitation To Bid delivered on 8/8/24, 4:17 PM Reminder delivered on 8/9/24, 1:37 PM

8/9/24, 5:37 PM - Angela left a message, Emailed reminder

My Electrician Inc. Company

32615 Racquet Club Way

Lake Elsinore, CA 92530

(800) 342-6885 Phone

DBE Cert

**Electrical Contractor Trades** 

Brian Alston **Contact** 

> info@myelectricalguy.com **Email**

Invitation To Bid delivered on 8/8/24, 4:17 PM **Email Results** 

Reminder delivered on 8/9/24, 1:38 PM

8/9/24, 5:38 PM - Angela left a message, Emailed reminder **Call Results** 

Native American Electric Inc Company

43415 Castile Canyon Road

San Jacinto, CA 92583

(909) 908-7570 **Phone** 

DBE Cert

C9859 Commercial Electrical; C9858 Residential Electrical; C10 Electrical Contractor, other wiring installation **Trades** 

9099220637

Daniel Silvas Contact

> nae@naelectric.net **Email**

Invitation To Bid delivered on 8/8/24, 4:17 PM **Email Results** 

Reminder delivered on 8/9/24, 1:39 PM

8/9/24, 5:39 PM - Angela left a message for Keith Mitchell, Emailed reminder **Call Results** 

Power Pro Plus Inc. Company

8751 Prestige Court

Rancho Cucamonga, CA 91730

9099828237 **Phone** 

SBE DBE SBA

Cert

General B License And C-10 Electrical Contractor **Trades** 

Felipe Oliden Contact

nathan@pppi.us **Email** 

Invitation To Bid delivered on 8/8/24, 4:17 PM **Email Results** 

Reminder delivered on 8/9/24, 1:41 PM

8/9/24, 5:41 PM - Angela left a message for Alexander, Emailed reminder **Call Results** 

Company R Dugan Construction Inc.

6157 Marlatt St

Mira Loma, CA 91752

Phone (951) 360-7531

Cert DBE

Trades Water and Sewer Line and related structures, concrete structure, Construction Management, Poured Concrete

foundation & structures, foundation & structure contractors

Contact Wendy Dugan

Email estimating@rduganconst.com

Email Results Invitation To Bid delivered on 8/8/24, 4:17 PM

Call Results 8/9/24, 5:42 PM - Naomi told Angela NOT bidding

Company R S Energy Inc

14938 Sierra Bonita Ln Ste A

Chino, CA 91710

Phone 9093933394 Fax 9093933395

Cert SBE, DVBE

Trades b, C-10, Electrical, Lighting, Wiring

Email mcysneros@senergysi.com

Email Results Invitation To Bid bounce on 8/8/24, 4:17 PM

Reminder dropped on 8/9/24, 1:43 PM

Call Results 8/9/24, 5:43 PM - Angela left a message, Emailed reminder

Company Ramirez Masonry, Inc.

3214 Producer Way

Pomona, CA 91768

Phone 9095945600 Fax 9095945679

Cert DBE SBE MBE CT LA

Trades Masonry

Contact Arthur Ramirez

Fmail jared@ramirezmasonryinc.com

Email Results Invitation To Bid delivered on 8/8/24, 4:17 PM

Call Results 8/9/24, 5:45 PM - Janet told Angela NOT bidding

Company Rascom Group

4070 N Palm St

Fullerton, CA 92835

Phone (714) 871-9343

Cert DBE

Trades C29 Masonry, Concrete Block & masonry retaining wall, C61 Limited Specialty, D21 Machinery & Pumps

Contact Thereese Segui

Email rsegura@rascomusa.com

Email Results Invitation To Bid delivered on 8/8/24, 4:17 PM

Invitation To Bid delivered on 8/9/24, 1:48 PM

Call Results 8/9/24, 5:49 PM - Robert told Angela YES bidding, Resent ITB per request, updated email

8/10/24, 2:18 PM - Rsegura emailed requesting documents. Sent link and cc to Alec. Copy in file.

8883080936

Company Rio Jordan Construction, Inc

7432 Lemoran Avenue

Pico Rivera, Ca 90660

Phone 5629420228

Cert SBE DBE

Trades Asphalt Concrete, Concrete Block & masonry retaining wall, concrete surface finish

Email Jordan@riojordaninc.com

Email Results Invitation To Bid delivered on 8/8/24, 4:17 PM

Reminder delivered on 8/9/24, 1:50 PM

Call Results 8/9/24, 5:50 PM - Angela left a message for Jordan, Emailed reminder

Company Ruby's Builder, Inc.

11302 Alclad Ave

Whittier, CA 90605

Phone 5627147479

DBE

Trades General Engineering Contractor, General Building Contractor, Masonry Contractor, Concrete structure

Contact Martin Rubalcava

Email miguel@rubysbuilderinc.com

Email Results Invitation To Bid delivered on 8/8/24, 4:17 PM

Invitation To Bid delivered on 8/9/24, 1:52 PM

Call Results 8/9/24, 5:52 PM - Miguel told Angela Unsure, Resent ITB per request

Company Solid Construction Co

612 South Long Beach Blvd., Ste. 101

Los Angeles, Ca 90221-

Phone 6612013627

Cert DBE, SMBE, UDBE

Trades Residential Air Conditioning & Sheet Metal, Glass Installation, Plastering, Retainer Walls, Insulation, Heating &

Air Conditioning, Floor Covering, Drywall Construction, Ditches Excavation, Demolition, Clearing & Grubbing, Air Conditioning/Sheet Metal, Structure Excavation, Structure Backfill, Roofing, masonry, roadway Excavation,

Ditches Excavation, Plastering

Contact Dan Rich

Email queenie\_chief2003@yahoo.com

Email Results Invitation To Bid delivered on 8/8/24, 4:17 PM

Reminder delivered on 8/9/24, 1:54 PM

Call Results 8/9/24, 5:54 PM - Angela left a message, Emailed reminder

Company Southland E&I Services Inc

7095 Jurupa Ave

Riverside, CA 92504

Phone 9516814562

Cert SBE

Trades Electrical Contractor, lighting, power system, cogeneration plant construciton, standby or emergency power,

switchgear and related devices, electronic and computerized controls installation, energy management

controls, electrical inspection

Email jjohnston@southlandeiservices.com

Email Results Invitation To Bid delivered on 8/8/24, 4:17 PM

Reminder delivered on 8/9/24, 1:55 PM

Call Results 8/9/24, 5:55 PM - Angela left a message, Emailed reminder

Company Star 1 MS. Inc.

6352 Dana Ave

Jurupa Valley, CA 91752

Phone (800) 554-3585

Cert DBB

Trades Carpentry, General Building Contractor, Additions alterations or repairs, Masonry

Contact Graciela J Miranda

Email contact@star1ms.com

Email Results Invitation To Bid delivered on 8/8/24, 4:17 PM

Reminder delivered on 8/9/24, 1:56 PM

Call Results 8/9/24, 5:56 PM - Angela left a message, Emailed reminder

The Faith Electric Group Inc Company

24930 Washington Ave

unirt 950

Murrieta, CA 92564

(951) 405-4455 **Phone** 

DBE Cert

C9859 Commercial Electrical; C9858 Residential Electrical; C10 Electrical Contractor and other wiring **Trades** 

installation

Walter Herrera Contact

> wherrera@faithelectric.us **Email**

Invitation To Bid delivered on 8/8/24, 4:17 PM **Email Results** 

Reminder delivered on 8/9/24, 1:58 PM

8/9/24, 5:57 PM - Angela left a message, Emailed reminder **Call Results** 

TMG Energi Solutions, Inc. **Company** 

857 West Cove Way

Sacramento, CA 95831

9163918062 **Phone** 

Fax 9163913013

SBE Micro Cert

C10 energy, efficiency, electrical, lighting, photovoltaic, automation, controls, solar, leed, led, management, **Trades** 

consulting, Power Plants, Integrated circuite, semiconductor devices, automation control connectivity devices

emazyck@tmgenergi.com **Email** 

Invitation To Bid delivered on 8/8/24, 4:17 PM **Email Results** 

Reminder delivered on 8/9/24, 2:06 PM

8/9/24, 6:06 PM - Angela left a message, Emailed reminder **Call Results** 

Truline Masonry Inc **Company** 

2267 Dusk Drive

San Diego, CA 92139

6192077569 Phone

> DBE ELBE Cert

Sound Wall Masonry Block/Concrete, Concrete Block & masonry retaining wall, masonry contractor **Trades** 

Daniel Montejano Contact

trulinemasonry@yahoo.com **Email** 

Invitation To Bid delivered on 8/8/24, 4:17 PM **Email Results** 

Reminder delivered on 8/9/24, 2:07 PM

8/9/24, 6:07 PM - Angela left a message, Emailed reminder **Call Results** 

Company VT Electric, Inc.

869 10825 Vernon Ave

Ontario, Ca 91762

Phone 909-985-1755

Fax 909-985-8186

Cert DBE

Trades C9859 Commercial Electrical; C1201 Traffic Control System, Signal & Lighting C9858 Residential Electrical. C10

Electrical Contractor;

Contact Tony T. Tran

Email tony@vtelectric.net

Email Results Invitation To Bid delivered on 8/8/24, 4:17 PM

Reminder delivered on 8/9/24, 2:07 PM

Call Results 8/9/24, 6:07 PM - Angela left a message, Emailed reminder

**Company** Western Electrical Contracting Inc

29916 Circinus St

Murrieta, CA 92563

Phone (619) 246-0387

Cert DBE

Trades Commercial and residential Electrical

Contact Omar Equihua

Email omar@wecincorporated.com

Email Results Invitation To Bid delivered on 8/8/24, 4:17 PM

Call Results 8/9/24, 6:09 PM - Omar told Angela NOT bidding

**Company** Wiley Construction

310 Via Del Norte

Oceanside, Ca 92054-

**Phone** 760-967-0982

Fax 760-967-1023

Cert DBE DVBE-SBA ELBE SBE

Trades Steel Structures, steel crib wall, small structures, masonry, insulation, hardware (rough), hardware (finish),

building construction, General Contractor, landscaping, specializing In Masonry, concrete, Blocks, carpentry, Roofing, Room Additions, Lathe & Plastering, asphalt, Paving, striping, Demolition, Renovation, Retaining

Walls, Underground Sewer And Water Lines, Electrical And Tenant Improvements. Ge

Contact Harvester Wiley

Email wiley@wileyconstruction.com

Email Results Invitation To Bid delivered on 8/8/24, 4:17 PM

Reminder delivered on 8/9/24, 2:10 PM

Call Results 8/9/24, 6:09 PM - Angela left a message, Emailed reminder

То	Subject	Sent	Result	Response
kchan@pacela.org	Association	8/8/24, 2:28 PM	delivered	250 OK (kchan@pacela.org:250 2.6.0 < Vgwd17dTR92v-7Mabz85fA@geopod-ismtpd-9> [InternalId=15062450323714, Hostname=CO1PR19MB519)
abarrera@pacela.org	Association	8/8/24, 2:28 PM	delivered	250 OK (abarrera@pacela.org:250 2.6.0 <_wKSBWbhR_WZ07RLYwxMFA@geopod-ismtpd-3> [InternalId=13005160987455, Hostname=PH7PR19MB)

То	Subject	Sent	Result	Response
julie.yim@sba.gov	Association	8/8/24, 2:36 PM	delivered	250 2.0.0 3yW7Gpe-18766-10b9C2256239C2015B66af4f8eb mail accepted for delivery
admin@namcsc.net .	Association	8/8/24, 2:41 PM	delivered	250 2.6.0 <y5qfogtisbe6k3vym8hafw@geopod-ismtpd-14> [InternalId=2164663536442, Hostname=PH0PR06MB8399.namprd06.prod.outlook.com] 16665 bytes in 0.225, 72.028 KB/sec Queued mail for delivery</y5qfogtisbe6k3vym8hafw@geopod-ismtpd-14>
gscon 97@gmail.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.0.0 OK 1723148231 d75a77b69052e- 451c8836a07si48668251cf.650 - gsmtp
lawym@aol.com	Invitation To Bid	8/8/24, 4:17 PM	dropped	
rubysbuilder@yahoo.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 ok dirdel
queenie_chief2003@yahoo.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 ok dirdel
jerrykccc@yahoo.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 ok dirdel
tony@vtelectric.net	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 Requested mail action okay, completed: id=1Mn1qt-1rtQUy2BIf-00qg6q
jared@ramirezmasonryinc.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.6.0 <dqqsmhaxrg-ug87rsy9yog@geopod-ismtpd-16> [InternalId=1589137909723, Hostname=PH0PR20MB6019.namprd20.prod.outlook.com] 17206 bytes in 0.262, 63.980 KB/sec Queued mail for delivery</dqqsmhaxrg-ug87rsy9yog@geopod-ismtpd-16>
driscollelectric@yahoo.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 ok dirdel
wiley@wileyconstruction.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.0.0 c9ZOsEDx4WTUpc9ZQsYQaC mail accepted for delivery
martinconstruction@verizon.net	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 ok dirdel
pitzek@msn.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.6.0 <ypxisovqtbcv_rwdjuvqag@geopod-ismtpd-0> [InternalId=12206297067737, Hostname=PH7PR20MB4530.namprd20.prod.outlook.com] 15190 bytes in 0.283, 52.335 KB/sec Queued mail for delivery - &gt; 250 2.1.5</ypxisovqtbcv_rwdjuvqag@geopod-ismtpd-0>
jfranciscompany83@gmail.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.0.0 OK 1723148232 00721157ae682- 68a10283380si93480717b3.132 - gsmtp

То	Subject	Sent	Result	Response
leo@lgmelectric.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 Requested mail action okay, completed: id=1MsqlY- 1sMy6D1Ai0-00vSFU
derrickd@dodconstruction.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.6.0 <jnsa_vxnqb2lsttsggs2dw@geopod-ismtpd-4> [InternalId=31774168065630, Hostname=SJ2PR22MB4193.namprd22.prod.outlook.com] 17034 bytes in 0.293, 56.728 KB/sec Queued mail for delivery</jnsa_vxnqb2lsttsggs2dw@geopod-ismtpd-4>
estimating@melsmithelectric.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.0.0 Ok: queued as CC62618007E
droy@eslpwr.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.0.0 Ok: queued as 749B7100355
mcysneros@senergysi.com	Invitation To Bid	8/8/24, 4:17 PM	bounce	550 5.4.1 Recipient address rejected: Access denied. [DS3PEPF000099DE.namprd04.prod.outlook.com 2024-08-08T20:17:14.233Z 08DCB67E47004FC6]
cfoconsultants@yahoo.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 ok dirdel
nathan@pppi.us	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.6.0 <2rDUeOktSbGsayS3nku4tA@geopod-ismtpd-14> [InternalId=131567733189683, Hostname=SA1PR17MB4612.namprd17.prod.outlook.com] 16914 bytes in 0.152, 108.359 KB/sec Queued mail for delivery
alexhybconstruction@gmail.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.0.0 OK 1723148235 3f1490d57ef6- e0be5648ba1si9327454276.692 - gsmtp
alfredo@imacconstruction.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.6.0 <atamtka9t4mugp2odaskvw@geopod-ismtpd-1> [InternalId=168375602916341, Hostname=SA0PR16MB3840.namprd16.prod.outlook.com] 17141 bytes in 0.139, 120.152 KB/sec Queued mail for delivery</atamtka9t4mugp2odaskvw@geopod-ismtpd-1>
mcpump@pacbell.net	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.0.0 478KHCCr116185 Message accepted for delivery
estimating@excelccinc.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.6.0 <5Z9luSP4Q5i2vZBZKjq7JA@geopod-ismtpd-10> [InternalId=5149665798813, Hostname=SA1PR20MB4345.namprd20.prod.outlook.com] 17011 bytes in 0.147, 112.248 KB/sec Queued mail for delivery
armandomontoyajr@outlook.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.6.0 <3LqLsppeQLyDI-r0pYS51A@geopod-ismtpd-10> [InternalId=22608707855059, Hostname=LV8P221MB1346.NAMP221.PROD.OUTLOOK.COM] 15367 bytes in 0.264, 56.684 KB/sec Queued mail for delivery -> 250 2.1.5
david@5thavenueenergy.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.0.0 OK 1723148236 3f1490d57ef6- e0be5604b68si8943153276.549 - gsmtp
harrellent@sbcglobal.net	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.0.0 478KHD4m114219 Message accepted for delivery

То	Subject	Sent	Result	Response
jordan@riojordaninc.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.6.0 <krh17l46sesnksn9p6m5ig@geopod-ismtpd-0> [InternalId=31825707672579,  Hostname=SJ0PR17MB6523.namprd17.prod.outlook.com] 16987 bytes in 0.397, 41.714 KB/sec Queued mail for delivery</krh17l46sesnksn9p6m5ig@geopod-ismtpd-0>
stan@esscoelectric.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.0.0 OK 1723148236 00721157ae682- 68a14ce8e16si94493657b3.405 - gsmtp
deltaelectric1@hotmail.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.6.0 <luovcdesssozf5lr4qox9g@geopod-ismtpd-0> [InternalId=5149665798022, Hostname=SA1PR11MB6662.namprd11.prod.outlook.com] 15405 bytes in 0.278, 54.035 KB/sec Queued mail for delivery - &gt; 250 2.1.5</luovcdesssozf5lr4qox9g@geopod-ismtpd-0>
miguel@elcaminoconeng.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.6.0 <t-q7z0c3s5yz3gbk0d2blg@geopod-ismtpd-2> [InternalId=116135915689606, Hostname=PH0PR08MB7590.namprd08.prod.outlook.com] 17156 bytes in 0.174, 95.792 KB/sec Queued mail for delivery</t-q7z0c3s5yz3gbk0d2blg@geopod-ismtpd-2>
markelecsols@gmail.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.0.0 OK 1723148237 3f1490d57ef6- e0e8aa453b6si2596881276.512 - gsmtp
ts.rascomusa@gmail.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.0.0 OK 1723148237 d75a77b69052e- 451c87d74e0si54492851cf.311 - gsmtp
gwgconstruction@yahoo.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 ok dirdel
rod@anupower.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 OK id=1sc9ZP-004t37-RP
trulinemasonry@yahoo.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 ok dirdel
sk.kpelectric@gmail.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.0.0 OK 1723148238 3f1490d57ef6- e0be53645c7si9071639276.162 - gsmtp
pat@quantumindustries.net	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.0.0 OK 1723148238 3f1490d57ef6- e0be55f70b9si8073310276.535 - gsmtp
qle@qle-c10.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.0.0 OK 1723148239 d75a77b69052e- 451c8800152si50818821cf.407 - gsmtp
info@myelectricalguy.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.0.0 Ok: queued as A46CD80006D
more powerwalt@msn.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.6.0 <vwirok_bqlyjd55778ysvw@geopod-ismtpd-4> [InternalId=16582868739678, Hostname=PH7P221MB1005.NAMP221.PROD.OUTLOOK.COM] 15281 bytes in 0.402, 37.031 KB/sec Queued mail for delivery - &gt; 250 2.1.5</vwirok_bqlyjd55778ysvw@geopod-ismtpd-4>

То	Subject	Sent	Result	Response
contact@star1ms.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.6.0 <xspw1s9_tiavxybiuukwjg@geopod-ismtpd-canary-0> [InternalId=16007343125290, Hostname=CY8PR17MB7060.namprd17.prod.outlook.com] 17023 bytes in 0.178, 92.883 KB/sec Queued mail for delivery</xspw1s9_tiavxybiuukwjg@geopod-ismtpd-canary-0>
robert.j.perez@cicoele.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.6.0 <oyjkaclwszmvt9afkh1n3g@geopod-ismtpd-0> [InternalId=13000866017350, Hostname=CH3PR20MB7141.namprd20.prod.outlook.com] 17116 bytes in 0.231, 72.162 KB/sec Queued mail for delivery</oyjkaclwszmvt9afkh1n3g@geopod-ismtpd-0>
dcobian@jdcenergysolutions.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.0.0 OK 1723148239 af79cd13be357- 7a378829e99si504282385a.472 - gsmtp
laposttensioning@gmail.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.0.0 OK 1723148239 af79cd13be357- 7a37882bf10si521383385a.463 - gsmtp
champions.structures@gmail.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.0.0 OK 1723148240 6a1803df08f44- 6bbbb9100ebsi53076316d6.505 - gsmtp
omar@wecincorporated.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.6.0 <3XxAVtNXSdCJHDqGGp-C9g@geopod-ismtpd-5> [InternalId=2864743197296, Hostname=MN0PR13MB6696.namprd13.prod.outlook.com] 17072 bytes in 0.124, 134.424 KB/sec Queued mail for delivery
dpsteel.svc@gmail.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.0.0 OK 1723148240 af79cd13be357- 7a37882b3b2si508815285a.421 - gsmtp
nae@naelectric.net	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.0.0 Ok: queued as 0D4A4800079
jjohnston@southlandeiservices.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.6.0 <uctymtvmqpceiwe6wdi5sw@geopod-ismtpd-13> [InternalId=5961414615832, Hostname=SN7PR13MB6129.namprd13.prod.outlook.com] 17223 bytes in 0.091, 184.520 KB/sec Queued mail for delivery</uctymtvmqpceiwe6wdi5sw@geopod-ismtpd-13>
estimating@rduganconst.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 383223707 message accepted for delivery
wherrera@faithelectric.us	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.0.0 Ok: queued as E59C670006D
marco@mbreyinc.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.6.0 <jsgknpzrr4i8fzr3wdjs9w@geopod-ismtpd-canary- 0&gt; [InternalId=29729763635315, Hostname=DS0PR20MB6488.namprd20.prod.outlook.com] 17067 bytes in 0.263, 63.250 KB/sec Queued mail for delivery</jsgknpzrr4i8fzr3wdjs9w@geopod-ismtpd-canary- 
mikecervantes416@yahoo.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 ok dirdel
emazyck@tmgenergi.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 OK id=1sc9Zc-002cf2-1l

То	Subject	Sent	Result	Response
scabaj@etssys.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 OK id=1sc9Ze-002lzB-0v
nick@coastalelectricsd.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 OK id=1sc9Zf-004Mtz-16
gilbertochavez@gg-electric.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 OK id=1sc9Zf-0037KC-36
mstevens@ccsinc-us.com	Invitation To Bid	8/8/24, 4:22 PM	bounce	unable to get mx info: failed to get IPs from PTR record: lookup <nil>: unrecognized address</nil>
info@coastalhandymanpros.com	Invitation To Bid	8/8/24, 4:22 PM	bounce	error dialing remote address: dial tcp 50.31.53.211:0->3.33.251.168:25: i/o timeout
david@5thavenueenergy.com	Reminder	8/9/24, 12:49 PM	delivered	250 2.0.0 OK 1723222147 af79cd13be357- 7a3785f8db9si736635985a.99 - gsmtp
rod@anupower.com	Reminder	8/9/24, 12:50 PM	delivered	250 OK id=1scSp5-0027A0-1e
lawym@aol.com	Reminder	8/9/24, 12:51 PM	dropped	
champions.structures@gmail.com	Reminder	8/9/24, 12:53 PM	delivered	250 2.0.0 OK 1723222380 d75a77b69052e- 451c883739csi69537351cf.679 - gsmtp
robert.j.perez@cicoele.com	Reminder	8/9/24, 12:53 PM	delivered	250 2.6.0 <xjd-basyr7kde8am2c2vcg@geopod-ismtpd-12> [InternalId=1550483232237, Hostname=SA1PR20MB4348.namprd20.prod.outlook.com] 17121 bytes in 0.202, 82.452 KB/sec Queued mail for delivery</xjd-basyr7kde8am2c2vcg@geopod-ismtpd-12>
pitzek@msn.com	Reminder	8/9/24, 12:55 PM	delivered	250 2.6.0 <njlh0sdwsq-6ao9uem34vq@geopod-ismtpd-5> [InternalId=168487272092121, Hostname=MN2PR20MB3352.namprd20.prod.outlook.com] 15279 bytes in 0.282, 52.855 KB/sec Queued mail for delivery - &gt; 250 2.1.5</njlh0sdwsq-6ao9uem34vq@geopod-ismtpd-5>
deltaelectric1@hotmail.com	Reminder	8/9/24, 12:56 PM	delivered	250 2.6.0 <fzsug0hesa-jpimzg4a2pw@geopod-ismtpd-9> [InternalId=3225520477155, Hostname=PH7PR11MB8550.namprd11.prod.outlook.com] 15400 bytes in 0.556, 27.045 KB/sec Queued mail for delivery - &gt; 250 2.1.5</fzsug0hesa-jpimzg4a2pw@geopod-ismtpd-9>
dpsteel.svc@gmail.com	Reminder	8/9/24, 12:57 PM	delivered	250 2.0.0 OK 1723222639 af79cd13be357- 7a378829e99si713349285a.472 - gsmtp
mstevens@ccsinc-us.com	Reminder	8/9/24, 12:57 PM	bounce	unable to get mx info: failed to get IPs from PTR record: lookup <nil>: unrecognized address</nil>

То	Subject	Sent	Result	Response
driscollelectric@yahoo.com	Reminder	8/9/24, 12:59 PM	delivered	250 ok dirdel
miguel@elcaminoconeng.com	Reminder	8/9/24, 1:01 PM	delivered	250 2.6.0 <cwwqr6taskwjzwix86q9sg@geopod-ismtpd-8> [InternalId=39737037423796, Hostname=SA3PR08MB8849.namprd08.prod.outlook.com] 17158 bytes in 0.282, 59.338 KB/sec Queued mail for delivery</cwwqr6taskwjzwix86q9sg@geopod-ismtpd-8>
scabaj@etssys.com	Reminder	8/9/24, 1:04 PM	delivered	250 OK id=1scT2g-000aAM-1f
droy@eslpwr.com	Reminder	8/9/24, 1:07 PM	delivered	250 2.0.0 Ok: queued as 1FAB91002CC
estimating@excelccinc.com	Reminder	8/9/24, 1:10 PM	delivered	250 2.6.0 <dm_ewyo5qagrpxsm-lkdvg@geopod-ismtpd-9> [InternalId=30081950947792, Hostname=SJ0PR20MB5136.namprd20.prod.outlook.com] 17130 bytes in 0.182, 91.567 KB/sec Queued mail for delivery</dm_ewyo5qagrpxsm-lkdvg@geopod-ismtpd-9>
gscon97@gmail.com	Reminder	8/9/24, 1:11 PM	delivered	250 2.0.0 OK 1723223519 af79cd13be357- 7a3785f8a8fsi718236485a.44 - gsmtp
harrellent@sbcglobal.net	Reminder	8/9/24, 1:14 PM	delivered	250 2.0.0 479HE0vc066949 Message accepted for delivery
alexhybconstruction@gmail.com	Reminder	8/9/24, 1:14 PM	delivered	250 2.0.0 OK 1723223680 6a1803df08f44- 6bd82c63124si3146d6.120 - gsmtp
alfredo@imacconstruction.com	Reminder	8/9/24, 1:16 PM	delivered	250 2.6.0 <2aChm9XoT865meK2GGulew@geopod-ismtpd-16> [InternalId=141214229734798, Hostname=CO6PR16MB4100.namprd16.prod.outlook.com] 17061 bytes in 0.200, 83.164 KB/sec Queued mail for delivery
jfranciscompany83@gmail.com	Reminder	8/9/24, 1:17 PM	delivered	250 2.0.0 OK 1723223837 af79cd13be357- 7a3785f9559si745094585a.49 - gsmtp
dcobian@jdcenergysolutions.com	Reminder	8/9/24, 1:20 PM	delivered	250 2.0.0 OK 1723224024 d9443c01a7336- 20084d1fae2si60425505ad.335 - gsmtp
armandomontoyajr@outlook.com	Reminder	8/9/24, 1:22 PM	delivered	250 2.6.0 <nvplo3q5rhcme_fe7lvbpa@geopod-ismtpd-canary-0> [InternalId=22862110928778, Hostname=SJ2P221MB1160.NAMP221.PROD.OUTLOOK.COM] 15437 bytes in 0.174, 86.440 KB/sec Queued mail for delivery -&gt; 250 2.1.5</nvplo3q5rhcme_fe7lvbpa@geopod-ismtpd-canary-0>
cfoconsultants@yahoo.com	Reminder	8/9/24, 1:24 PM	delivered	250 ok dirdel
jerrykccc@yahoo.com	Reminder	8/9/24, 1:26 PM	delivered	250 ok dirdel

То	Subject	Sent	Result	Response
sk.kpelectric@gmail.com	Reminder	8/9/24, 1:26 PM	delivered	250 2.0.0 OK 1723224399 d75a77b69052e- 451c87026a0si70691171cf.143 - gsmtp
pat@quantumindustries.net	Reminder	8/9/24, 1:27 PM	delivered	250 2.0.0 OK 1723224454 6a1803df08f44- 6bd82fa208dsi7216d6.605 - gsmtp
leo@lgmelectric.com	Reminder	8/9/24, 1:28 PM	delivered	250 Requested mail action okay, completed: id=1M4rXv-1sb6VG1nkd-00BfUw
laposttensioning@gmail.com	Reminder	8/9/24, 1:29 PM	delivered	250 2.0.0 OK 1723224573 98e67ed59e1d1- 2d1c9ec8f6asi3598962a91.164 - gsmtp
mikecervantes416@yahoo.com	Reminder	8/9/24, 1:31 PM	delivered	250 ok dirdel
markelecsols@gmail.com	Reminder	8/9/24, 1:32 PM	delivered	250 2.0.0 OK 1723224743 af79cd13be357- 7a378805bf7si710984585a.350 - gsmtp
martinconstruction@verizon.net	Reminder	8/9/24, 1:33 PM	delivered	250 ok dirdel
more powerwalt@msn.com	Reminder	8/9/24, 1:37 PM	delivered	250 2.6.0 <cqsqc_rcsmeoe8hxpqlpaw@geopod-ismtpd-6> [InternalId=8297876833940, Hostname=CH3P221MB1366.NAMP221.PROD.OUTLOOK.COM] 15322 bytes in 0.225, 66.499 KB/sec Queued mail for delivery - &gt; 250 2.1.5</cqsqc_rcsmeoe8hxpqlpaw@geopod-ismtpd-6>
info@myelectricalguy.com	Reminder	8/9/24, 1:38 PM	delivered	250 2.0.0 Ok: queued as 01499B00067
nae@naelectric.net	Reminder	8/9/24, 1:39 PM	delivered	250 2.0.0 Ok: queued as C993BC00077
nathan@pppi.us	Reminder	8/9/24, 1:41 PM	delivered	250 2.6.0 <twm6wyljrmuzoxfmwzjnka@geopod-ismtpd-4> [InternalId=188450280072741, Hostname=MN2PR17MB4079.namprd17.prod.outlook.com] 17016 bytes in 0.177, 93.558 KB/sec Queued mail for delivery</twm6wyljrmuzoxfmwzjnka@geopod-ismtpd-4>
mcysneros@senergysi.com	Reminder	8/9/24, 1:43 PM	dropped	
rsegura@rascomusa.com	Invitation To Bid	8/9/24, 1:48 PM	delivered	250 2.6.0 <vg30i4gctz22-afzw007_w@geopod-ismtpd-7> [InternalId=130468221572187, Hostname=PH0PR15MB4783.namprd15.prod.outlook.com] 17002 bytes in 0.143, 115.953 KB/sec Queued mail for delivery</vg30i4gctz22-afzw007_w@geopod-ismtpd-7>
jordan@riojordaninc.com	Reminder	8/9/24, 1:50 PM	delivered	250 2.6.0 <t9_wrv70tz2awizg2scqyg@geopod-ismtpd-3> [InternalId=11793980240614, Hostname=LV8PR17MB7252.namprd17.prod.outlook.com] 17057 bytes in 0.195, 85.061 KB/sec Queued mail for delivery</t9_wrv70tz2awizg2scqyg@geopod-ismtpd-3>

То	Subject	Sent	Result	Response
miguel@rubysbuilderinc.com	Invitation To Bid	8/9/24, 1:52 PM	delivered	250 2.0.0 OK 1723225933 98e67ed59e1d1- 2d1c9ca7371si3808995a91.79 - gsmtp
queenie_chief2003@yahoo.com	Reminder	8/9/24, 1:54 PM	delivered	250 ok dirdel
jjohnston@southlandeiservices.com	Reminder	8/9/24, 1:55 PM	delivered	250 2.6.0 <ha2z0f2crhwssvjpppf82g@geopod-ismtpd-10> [InternalId=191272073583998, Hostname=BY5PR13MB3857.namprd13.prod.outlook.com] 17263 bytes in 0.150, 111.782 KB/sec Queued mail for delivery</ha2z0f2crhwssvjpppf82g@geopod-ismtpd-10>
contact@star1ms.com	Reminder	8/9/24, 1:56 PM	delivered	250 2.6.0 <8aDxGB8IT9qzCDfUkGh1qg@geopod-ismtpd-0> [InternalId=30245159726359, Hostname=SJ0PR17MB6452.namprd17.prod.outlook.com] 17041 bytes in 0.214, 77.613 KB/sec Queued mail for delivery
wherrera@faithelectric.us	Reminder	8/9/24, 1:58 PM	delivered	250 2.0.0 Ok: queued as A2487C00071
emazyck@tmgenergi.com	Reminder	8/9/24, 2:06 PM	delivered	250 OK id=1scU0O-002b3t-1r
trulinemasonry@yahoo.com	Reminder	8/9/24, 2:07 PM	delivered	250 ok dirdel
tony@vtelectric.net	Reminder	8/9/24, 2:07 PM	delivered	250 Requested mail action okay, completed: id=1M9ZVo-1sWyG52XJ6-0084Aa
wiley@wileyconstruction.com	Reminder	8/9/24, 2:10 PM	delivered	250 2.0.0 cU3rs5OPrjPe0cU3ssfgYb mail accepted for delivery

From: Borden Excavating, Inc. (An Equal Opportunity Employer)

1014 Second Street Calimesa, CA 92320

Phone: 951-334-9320

License #741879

For: DBE, MBE, WBE, SBE REMINDER TO BID:

Project: Beaumont Mesa Lift Station Upgrade, Beaumont, CA

Ref #: WW-11

Owner: City of Beaumont CA

Bid Date: 08/13/2024 @ 02:00pm

Location: Beaumont, CA

Dear Estimator,

**Borden Excavating, Inc.** is bidding as a prime contractor for the above referenced project. Work will replace existing pumps with larger pumps and perform related piping and electrical work to increase pumping capaity and will add a concrete basin to increase wastewater storage capacity at the Mesa Lift Station.

We are seeking assistance/bids/quotations from certified DBE/MBE/WBE/SBE business enterprises for the items listed below:

## CONCRETE (cast-in-place), MASONRY, ELECTRICAL (controls/instrumentation)

Please sumit bids/quotes at least one day prior to bid date and include any certification document(s) you may have along with your DIR registration number. Contact Borden Excavating with regards to their policy for assistance with bonding, insurance, line of credit or materials. Items of work can be broken down into smaller quantities as appropriate and scheduling can be accommodated to facilitate maximum participation. Borden Excavation Inc. is an Equal Opportunity Employer and does not discriminate with regard to race, ethnicity, color, creed, religion, gender or otherwise and will work cooperatively with all qualified responders.

Documents from: Planet Bids at https://vendors.planetbids.com/portal/66785/portal-home or please contact gfe@constructionbidsource.com for Specs, or Borden Excavation for assistance or with questions by emailing alec@bordenpipe.com.

Your attention to this matter will be greatly appreciated. Please respond to gfe@constructionbidsource.com. Thank you.

Sincerely,
Alec Braun
alec@bordenpipe.com

Borden Excavating, Inc.

То	Subject	Sent	Result	Response
kchan@pacela.org	Association	8/8/24, 2:28 PM	delivered	250 OK (kchan@pacela.org:250 2.6.0 <vgwd17dtr92v-7mabz85fa@geopod-ismtpd-9> [InternalId=15062450323714, Hostname=CO1PR19MB519)</vgwd17dtr92v-7mabz85fa@geopod-ismtpd-9>
abarrera@pacela.org	Association	8/8/24, 2:28 PM	delivered	250 OK (abarrera@pacela.org:250 2.6.0 <_wKSBWbhR_WZ07RLYwxMFA@geopod-ismtpd-3> [InternalId=13005160987455, Hostname=PH7PR19MB)
julie.yim@sba.gov	Association	8/8/24, 2:36 PM	delivered	250 2.0.0 3yW7Gpe-18766-10b9C2256239C2015B66af4f8eb mail accepted for delivery
admin@namcsc.net	Association	8/8/24, 2:41 PM	delivered	250 2.6.0 <y5qfogtisbe6k3vym8hafw@geopod-ismtpd-14> [InternalId=2164663536442, Hostname=PH0PR06MB8399.namprd06.prod.outlook.com] 16665 bytes in 0.225, 72.028 KB/sec Queued mail for delivery</y5qfogtisbe6k3vym8hafw@geopod-ismtpd-14>
gscon97@gmail.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.0.0 OK 1723148231 d75a77b69052e- 451c8836a07si48668251cf.650 - gsmtp
lawym@aol.com	Invitation To Bid	8/8/24, 4:17 PM	dropped	
rubysbuilder@yahoo.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 ok dirdel
queenie_chief2003@yahoo.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 ok dirdel
jerrykccc@yahoo.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 ok dirdel
tony@vtelectric.net	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 Requested mail action okay, completed: id=1Mn1qt-1rtQUy2BIf-00qg6q
jared@ramirezmasonryinc.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.6.0 <dqqsmhaxrg-ug87rsy9yog@geopod-ismtpd-16> [InternalId=1589137909723, Hostname=PH0PR20MB6019.namprd20.prod.outlook.com] 17206 bytes in 0.262, 63.980 KB/sec Queued mail for delivery</dqqsmhaxrg-ug87rsy9yog@geopod-ismtpd-16>
driscollelectric@yahoo.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 ok dirdel
wiley@wileyconstruction.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.0.0 c9ZOsEDx4WTUpc9ZQsYQaC mail accepted for delivery
martinconstruction@verizon.net	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 ok dirdel

То	Subject	Sent	Result	Response
pitzek@msn.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.6.0 <ypxlsovqtbcv_rwdjuvqag@geopod-ismtpd-0> [InternalId=12206297067737, Hostname=PH7PR20MB4530.namprd20.prod.outlook.com] 15190 bytes in 0.283, 52.335 KB/sec Queued mail for delivery - &gt; 250 2.1.5</ypxlsovqtbcv_rwdjuvqag@geopod-ismtpd-0>
jfranciscom pany 83@gmail.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.0.0 OK 1723148232 00721157ae682- 68a10283380si93480717b3.132 - gsmtp
leo@lgmelectric.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 Requested mail action okay, completed: id=1MsqlY-1sMy6D1Ai0-00vSFU
derrickd@dodconstruction.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.6.0 <jnsa_vxnqb2lsttsggs2dw@geopod-ismtpd-4> [InternalId=31774168065630, Hostname=SJ2PR22MB4193.namprd22.prod.outlook.com] 17034 bytes in 0.293, 56.728 KB/sec Queued mail for delivery</jnsa_vxnqb2lsttsggs2dw@geopod-ismtpd-4>
estimating@melsmithelectric.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.0.0 Ok: queued as CC62618007E
droy@eslpwr.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.0.0 Ok: queued as 749B7100355
mcysneros@senergysi.com	Invitation To Bid	8/8/24, 4:17 PM	bounce	550 5.4.1 Recipient address rejected: Access denied. [DS3PEPF000099DE.namprd04.prod.outlook.com 2024-08-08T20:17:14.233Z 08DCB67E47004FC6]
cfoconsultants@yahoo.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 ok dirdel
nathan@pppi.us	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.6.0 <2rDUeOktSbGsayS3nku4tA@geopod-ismtpd-14> [Internalid=131567733189683, Hostname=SA1PR17MB4612.namprd17.prod.outlook.com] 16914 bytes in 0.152, 108.359 KB/sec Queued mail for delivery
alexhybconstruction@gmail.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.0.0 OK 1723148235 3f1490d57ef6- e0be5648ba1si9327454276.692 - gsmtp
alfredo@imacconstruction.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.6.0 <atamtka9t4mugp2odaskvw@geopod-ismtpd-1> [InternalId=168375602916341, Hostname=SA0PR16MB3840.namprd16.prod.outlook.com] 17141 bytes in 0.139, 120.152 KB/sec Queued mail for delivery</atamtka9t4mugp2odaskvw@geopod-ismtpd-1>
mcpump@pacbell.net	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.0.0 478KHCCr116185 Message accepted for delivery
estimating@excelccinc.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.6.0 <5Z9luSP4Q5i2vZBZKjq7JA@geopod-ismtpd-10> [InternalId=5149665798813, Hostname=SA1PR20MB4345.namprd20.prod.outlook.com] 17011 bytes in 0.147, 112.248 KB/sec Queued mail for delivery

То	Subject	Sent	Result	Response
armandomontoyajr@outlook.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.6.0 <3LqLsppeQLyDI-r0pYS51A@geopod-ismtpd-10> [InternalId=22608707855059, Hostname=LV8P221MB1346.NAMP221.PROD.OUTLOOK.COM] 15367 bytes in 0.264, 56.684 KB/sec Queued mail for delivery - > 250 2.1.5
david@5thavenueenergy.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.0.0 OK 1723148236 3f1490d57ef6- e0be5604b68si8943153276.549 - gsmtp
harrellent@sbcglobal.net	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.0.0 478KHD4m114219 Message accepted for delivery
jordan@riojordaninc.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.6.0 < Krh17L46SESnkSn9p6m5ig@geopod-ismtpd-0> [InternalId=31825707672579, Hostname=SJ0PR17MB6523.namprd17.prod.outlook.com] 16987 bytes in 0.397, 41.714 KB/sec Queued mail for delivery
stan@esscoelectric.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.0.0 OK 1723148236 00721157ae682- 68a14ce8e16si94493657b3.405 - gsmtp
delta electric 1@hotmail.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.6.0 <luovcdesssozf5lr4qox9g@geopod-ismtpd-0> [InternalId=5149665798022, Hostname=SA1PR11MB6662.namprd11.prod.outlook.com] 15405 bytes in 0.278, 54.035 KB/sec Queued mail for delivery -&gt; 250 2.1.5</luovcdesssozf5lr4qox9g@geopod-ismtpd-0>
miguel@elcaminoconeng.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.6.0 <t-q7z0c3s5yz3gbk0d2blg@geopod-ismtpd-2> [InternalId=116135915689606, Hostname=PH0PR08MB7590.namprd08.prod.outlook.com] 17156 bytes in 0.174, 95.792 KB/sec Queued mail for delivery</t-q7z0c3s5yz3gbk0d2blg@geopod-ismtpd-2>
markelecsols@gmail.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.0.0 OK 1723148237 3f1490d57ef6- e0e8aa453b6si2596881276.512 - gsmtp
ts.rascomusa@gmail.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.0.0 OK 1723148237 d75a77b69052e- 451c87d74e0si54492851cf.311 - gsmtp
gwgconstruction@yahoo.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 ok dirdel
rod@anupower.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 OK id=1sc9ZP-004t37-RP
trulinemasonry@yahoo.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 ok dirdel
sk.kpelectric@gmail.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.0.0 OK 1723148238 3f1490d57ef6- e0be53645c7si9071639276.162 - gsmtp
pat@quantumindustries.net	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.0.0 OK 1723148238 3f1490d57ef6- e0be55f70b9si8073310276.535 - gsmtp

То	Subject	Sent	Result	Response
qle@qle-c10.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.0.0 OK 1723148239 d75a77b69052e- 451c8800152si50818821cf.407 - gsmtp
info@myelectricalguy.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.0.0 Ok: queued as A46CD80006D
more powerwalt@msn.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.6.0 <vwirok_bqlyjd55778ysvw@geopod-ismtpd-4> [InternalId=16582868739678, Hostname=PH7P221MB1005.NAMP221.PROD.OUTLOOK.COM] 15281 bytes in 0.402, 37.031 KB/sec Queued mail for delivery - &gt; 250 2.1.5</vwirok_bqlyjd55778ysvw@geopod-ismtpd-4>
contact@star1ms.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.6.0 <xspw1s9_tiavxybiuukwjg@geopod-ismtpd-canary-0> [InternalId=16007343125290, Hostname=CY8PR17MB7060.namprd17.prod.outlook.com] 17023 bytes in 0.178, 92.883 KB/sec Queued mail for delivery</xspw1s9_tiavxybiuukwjg@geopod-ismtpd-canary-0>
robert.j.perez@cicoele.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.6.0 <oyjkaclwszmvt9afkh1n3g@geopod-ismtpd-0> [InternalId=13000866017350, Hostname=CH3PR20MB7141.namprd20.prod.outlook.com] 17116 bytes in 0.231, 72.162 KB/sec Queued mail for delivery</oyjkaclwszmvt9afkh1n3g@geopod-ismtpd-0>
dcobian@jdcenergysolutions.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.0.0 OK 1723148239 af79cd13be357- 7a378829e99si504282385a.472 - gsmtp
laposttensioning@gmail.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.0.0 OK 1723148239 af79cd13be357- 7a37882bf10si521383385a.463 - gsmtp
champions.structures@gmail.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.0.0 OK 1723148240 6a1803df08f44- 6bbbb9100ebsi53076316d6.505 - gsmtp
omar@wecincorporated.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.6.0 <3XxAVtNXSdCJHDqGGp-C9g@geopod-ismtpd-5> [InternalId=2864743197296, Hostname=MN0PR13MB6696.namprd13.prod.outlook.com] 17072 bytes in 0.124, 134.424 KB/sec Queued mail for delivery
dpsteel.svc@gmail.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.0.0 OK 1723148240 af79cd13be357- 7a37882b3b2si508815285a.421 - gsmtp
nae@naelectric.net	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.0.0 Ok: queued as 0D4A4800079
jjohnston@southlandeiservices.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.6.0 <uctymtvmqpceiwe6wdi5sw@geopod-ismtpd-13> [InternalId=5961414615832, Hostname=SN7PR13MB6129.namprd13.prod.outlook.com] 17223 bytes in 0.091, 184.520 KB/sec Queued mail for delivery</uctymtvmqpceiwe6wdi5sw@geopod-ismtpd-13>
estimating@rduganconst.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 383223707 message accepted for delivery
wherrera@faithelectric.us	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.0.0 Ok: queued as E59C670006D

То	Subject	Sent	Result	Response
marco@mbreyinc.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 2.6.0 <jsgknpzrr4i8fzr3wdjs9w@geopod-ismtpd-canary- 0&gt; [InternalId=29729763635315, Hostname=DS0PR20MB6488.namprd20.prod.outlook.com] 17067 bytes in 0.263, 63.250 KB/sec Queued mail for delivery</jsgknpzrr4i8fzr3wdjs9w@geopod-ismtpd-canary- 
mikecervantes416@yahoo.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 ok dirdel
emazyck@tmgenergi.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 OK id=1sc9Zc-002cf2-1l
scabaj@etssys.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 OK id=1sc9Ze-002lzB-0v
nick@coastalelectricsd.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 OK id=1sc9Zf-004Mtz-16
gilbertochavez@gg-electric.com	Invitation To Bid	8/8/24, 4:17 PM	delivered	250 OK id=1sc9Zf-0037KC-36
mstevens@ccsinc-us.com	Invitation To Bid	8/8/24, 4:22 PM	bounce	unable to get mx info: failed to get IPs from PTR record: lookup <nil>: unrecognized address</nil>
info@coastalhandymanpros.com	Invitation To Bid	8/8/24, 4:22 PM	bounce	error dialing remote address: dial tcp 50.31.53.211:0->3.33.251.168:25: i/o timeout
david@5thavenueenergy.com	Reminder	8/9/24, 12:49 PM	delivered	250 2.0.0 OK 1723222147 af79cd13be357- 7a3785f8db9si736635985a.99 - gsmtp
rod@anupower.com	Reminder	8/9/24, 12:50 PM	delivered	250 OK id=1scSp5-0027A0-1e
lawym@aol.com	Reminder	8/9/24, 12:51 PM	dropped	
champions.structures@gmail.com	Reminder	8/9/24, 12:53 PM	delivered	250 2.0.0 OK 1723222380 d75a77b69052e- 451c883739csi69537351cf.679 - gsmtp
robert.j.perez@cicoele.com	Reminder	8/9/24, 12:53 PM	delivered	250 2.6.0 <xjd-basyr7kde8am2c2vcg@geopod-ismtpd-12> [InternalId=1550483232237, Hostname=SA1PR20MB4348.namprd20.prod.outlook.com] 17121 bytes in 0.202, 82.452 KB/sec Queued mail for delivery</xjd-basyr7kde8am2c2vcg@geopod-ismtpd-12>
pitzek@msn.com	Reminder	8/9/24, 12:55 PM	delivered	250 2.6.0 < NjLh0SdwSq-6ao9uEM34VQ@geopod-ismtpd-5> [InternalId=168487272092121, Hostname=MN2PR20MB3352.namprd20.prod.outlook.com] 15279 bytes in 0.282, 52.855 KB/sec Queued mail for delivery - > 250 2.1.5

То	Subject	Sent	Result	Response
deltaelectric1@hotmail.com	Reminder	8/9/24, 12:56 PM	delivered	250 2.6.0 <fzsug0hesa-jpimzg4a2pw@geopod-ismtpd-9> [InternalId=3225520477155, Hostname=PH7PR11MB8550.namprd11.prod.outlook.com] 15400 bytes in 0.556, 27.045 KB/sec Queued mail for delivery - &gt; 250 2.1.5</fzsug0hesa-jpimzg4a2pw@geopod-ismtpd-9>
dpsteel.svc@gmail.com	Reminder	8/9/24, 12:57 PM	delivered	250 2.0.0 OK 1723222639 af79cd13be357- 7a378829e99si713349285a.472 - gsmtp
mstevens@ccsinc-us.com	Reminder	8/9/24, 12:57 PM	bounce	unable to get mx info: failed to get IPs from PTR record: lookup <nil>: unrecognized address</nil>
driscollelectric@yahoo.com	Reminder	8/9/24, 12:59 PM	delivered	250 ok dirdel
miguel@elcaminoconeng.com	Reminder	8/9/24, 1:01 PM	delivered	250 2.6.0 <cwwqr6taskwjzwix86q9sg@geopod-ismtpd-8> [InternalId=39737037423796, Hostname=SA3PR08MB8849.namprd08.prod.outlook.com] 17158 bytes in 0.282, 59.338 KB/sec Queued mail for delivery</cwwqr6taskwjzwix86q9sg@geopod-ismtpd-8>
scabaj@etssys.com	Reminder	8/9/24, 1:04 PM	delivered	250 OK id=1scT2g-000aAM-1f
droy@eslpwr.com	Reminder	8/9/24, 1:07 PM	delivered	250 2.0.0 Ok: queued as 1FAB91002CC
estimating@excelccinc.com	Reminder	8/9/24, 1:10 PM	delivered	250 2.6.0 <dm_ewyo5qagrpxsm-lkdvg@geopod-ismtpd-9> [InternalId=30081950947792, Hostname=SJ0PR20MB5136.namprd20.prod.outlook.com] 17130 bytes in 0.182, 91.567 KB/sec Queued mail for delivery</dm_ewyo5qagrpxsm-lkdvg@geopod-ismtpd-9>
gscon97@gmail.com	Reminder	8/9/24, 1:11 PM	delivered	250 2.0.0 OK 1723223519 af79cd13be357- 7a3785f8a8fsi718236485a.44 - gsmtp
harrellent@sbcglobal.net	Reminder	8/9/24, 1:14 PM	delivered	250 2.0.0 479HE0vc066949 Message accepted for delivery
alexhybconstruction@gmail.com	Reminder	8/9/24, 1:14 PM	delivered	250 2.0.0 OK 1723223680 6a1803df08f44- 6bd82c63124si3146d6.120 - gsmtp
alfredo@imacconstruction.com	Reminder	8/9/24, 1:16 PM	delivered	250 2.6.0 <2aChm9XoT865meK2GGulew@geopod-ismtpd-16> [InternalId=141214229734798, Hostname=CO6PR16MB4100.namprd16.prod.outlook.com] 17061 bytes in 0.200, 83.164 KB/sec Queued mail for delivery
jfranciscompany83@gmail.com	Reminder	8/9/24, 1:17 PM	delivered	250 2.0.0 OK 1723223837 af79cd13be357- 7a3785f9559si745094585a.49 - gsmtp
dcobian@jdcenergysolutions.com	Reminder	8/9/24, 1:20 PM	delivered	250 2.0.0 OK 1723224024 d9443c01a7336- 20084d1fae2si60425505ad.335 - gsmtp

То	Subject	Sent	Result	Response
armandomontoyajr@outlook.com	Reminder	8/9/24, 1:22 PM	delivered	250 2.6.0 <nvplo3q5rhcme_fe7lvbpa@geopod-ismtpd-canary-0> [InternalId=22862110928778, Hostname=SJ2P221MB1160.NAMP221.PROD.OUTLOOK.COM] 15437 bytes in 0.174, 86.440 KB/sec Queued mail for delivery -&gt; 250 2.1.5</nvplo3q5rhcme_fe7lvbpa@geopod-ismtpd-canary-0>
cfoconsultants@yahoo.com	Reminder	8/9/24, 1:24 PM	delivered	250 ok dirdel
jerrykccc@yahoo.com	Reminder	8/9/24, 1:26 PM	delivered	250 ok dirdel
sk.kpelectric@gmail.com	Reminder	8/9/24, 1:26 PM	delivered	250 2.0.0 OK 1723224399 d75a77b69052e- 451c87026a0si70691171cf.143 - gsmtp
pat@quantumindustries.net	Reminder	8/9/24, 1:27 PM	delivered	250 2.0.0 OK 1723224454 6a1803df08f44- 6bd82fa208dsi7216d6.605 - gsmtp
leo@lgmelectric.com	Reminder	8/9/24, 1:28 PM	delivered	250 Requested mail action okay, completed: id=1M4rXv-1sb6VG1nkd-00BfUw
laposttensioning@gmail.com	Reminder	8/9/24, 1:29 PM	delivered	250 2.0.0 OK 1723224573 98e67ed59e1d1- 2d1c9ec8f6asi3598962a91.164 - gsmtp
mikecervantes 416@yahoo.com	Reminder	8/9/24, 1:31 PM	delivered	250 ok dirdel
markelecsols@gmail.com	Reminder	8/9/24, 1:32 PM	delivered	250 2.0.0 OK 1723224743 af79cd13be357- 7a378805bf7si710984585a.350 - gsmtp
martinconstruction@verizon.net	Reminder	8/9/24, 1:33 PM	delivered	250 ok dirdel
more powerwalt@msn.com	Reminder	8/9/24, 1:37 PM	delivered	250 2.6.0 <cqsqc_rcsmeoe8hxpqlpaw@geopod-ismtpd-6> [InternalId=8297876833940, Hostname=CH3P221MB1366.NAMP221.PROD.OUTLOOK.COM] 15322 bytes in 0.225, 66.499 KB/sec Queued mail for delivery - &gt; 250 2.1.5</cqsqc_rcsmeoe8hxpqlpaw@geopod-ismtpd-6>
info@myelectricalguy.com	Reminder	8/9/24, 1:38 PM	delivered	250 2.0.0 Ok: queued as 01499B00067
nae@naelectric.net	Reminder	8/9/24, 1:39 PM	delivered	250 2.0.0 Ok: queued as C993BC00077
nathan@pppi.us	Reminder	8/9/24, 1:41 PM	delivered	250 2.6.0 <twm6wyljrmuzoxfmwzjnka@geopod-ismtpd-4> [InternalId=188450280072741, Hostname=MN2PR17MB4079.namprd17.prod.outlook.com] 17016 bytes in 0.177, 93.558 KB/sec Queued mail for delivery</twm6wyljrmuzoxfmwzjnka@geopod-ismtpd-4>

То	Subject	Sent	Result	Response
mcysneros@senergysi.com	Reminder	8/9/24, 1:43 PM	dropped	
rsegura@rascomusa.com	Invitation To Bid	8/9/24, 1:48 PM	delivered	250 2.6.0 <vg30l4gctz22-afzw007_w@geopod-ismtpd-7> [InternalId=130468221572187, Hostname=PH0PR15MB4783.namprd15.prod.outlook.com] 17002 bytes in 0.143, 115.953 KB/sec Queued mail for delivery</vg30l4gctz22-afzw007_w@geopod-ismtpd-7>
jordan@riojordaninc.com	Reminder	8/9/24, 1:50 PM	delivered	250 2.6.0 <t9_wrv70tz2awizg2scqyg@geopod-ismtpd-3> [InternalId=11793980240614, Hostname=LV8PR17MB7252.namprd17.prod.outlook.com] 17057 bytes in 0.195, 85.061 KB/sec Queued mail for delivery</t9_wrv70tz2awizg2scqyg@geopod-ismtpd-3>
miguel@rubysbuilderinc.com	Invitation To Bid	8/9/24, 1:52 PM	delivered	250 2.0.0 OK 1723225933 98e67ed59e1d1- 2d1c9ca7371si3808995a91.79 - gsmtp
queenie_chief2003@yahoo.com	Reminder	8/9/24, 1:54 PM	delivered	250 ok dirdel
jjohnston@southlandeiservices.com	Reminder	8/9/24, 1:55 PM	delivered	250 2.6.0 <ha2z0f2crhwssvjpppf82g@geopod-ismtpd-10> [InternalId=191272073583998, Hostname=BY5PR13MB3857.namprd13.prod.outlook.com] 17263 bytes in 0.150, 111.782 KB/sec Queued mail for delivery</ha2z0f2crhwssvjpppf82g@geopod-ismtpd-10>
contact@star1ms.com	Reminder	8/9/24, 1:56 PM	delivered	250 2.6.0 <8aDxGB8IT9qzCDfUkGh1qg@geopod-ismtpd-0> [InternalId=30245159726359, Hostname=SJ0PR17MB6452.namprd17.prod.outlook.com] 17041 bytes in 0.214, 77.613 KB/sec Queued mail for delivery
wherrera@faithelectric.us	Reminder	8/9/24, 1:58 PM	delivered	250 2.0.0 Ok: queued as A2487C00071
emazyck@tmgenergi.com	Reminder	8/9/24, 2:06 PM	delivered	250 OK id=1scU0O-002b3t-1r
trulinemasonry@yahoo.com	Reminder	8/9/24, 2:07 PM	delivered	250 ok dirdel
tony@vtelectric.net	Reminder	8/9/24, 2:07 PM	delivered	250 Requested mail action okay, completed: id=1M9ZVo-1sWyG52XJ6-0084Aa
wiley@wileyconstruction.com	Reminder	8/9/24, 2:10 PM	delivered	250 2.0.0 cU3rs5OPrjPe0cU3ssfgYb mail accepted for delivery



## Pearl Regis <pearl@constructionbidsource.com>

## Re: Borden Excavating, Inc. - Invitation To Bid

3 messages

rsegura rascomusa.com <rsegura@rascomusa.com> To: "Borden Excavating, Inc." < gfe@constructionbidsource.com>

Fri, Aug 9, 2024 at 2:10 PM

Can you send me a link to the plans? Or even better would be a PDF of the plans

From: Borden Excavating, Inc. <gfe@constructionbidsource.com>

Sent: Friday, August 9, 2024 10:48 AM

To: rsegura rascomusa.com <rsegura@rascomusa.com>

Subject: Borden Excavating, Inc. - Invitation To Bid

Borden Excavating, Inc. (An Equal Opportunity Employer) From:

1014 Second Street Calimesa, CA 92320

Phone: 951-334-9320 License #741879

DBE, MBE, WBE, SBE INVITATION TO BID: For:

Project: Beaumont Mesa Lift Station Upgrade, Beaumont, CA

Ref#: WW-11

Owner: City of Beaumont CA Bid Date: 08/13/2024 @ 02:00pm

Location: Beaumont, CA

Dear Estimator,

Borden Excavating, Inc. is bidding as a prime contractor for the above referenced project. Work will replace existing pumps with larger pumps and perform related piping and electrical work to increase pumping capaity and will add a concrete basin to increase wastewater storage capacity at the Mesa Lift Station.

We are seeking assistance/bids/quotations from certified DBE/MBE/WBE/SBE business enterprises for the items listed below:

## CONCRETE (cast-in-place), MASONRY, ELECTRICAL (controls/instrumentation)

Please sumit bids/quotes at least one day prior to bid date and include any certification document(s) you may have along with your DIR registration number. Contact Borden Excavating with regards to their policy for assistance with bonding, insurance, line of credit or materials. Items of work can be broken down into smaller quantities as appropriate and scheduling can be accommodated to facilitate maximum participation. Borden Excavation Inc. is an Equal Opportunity Employer and does not discriminate with regard to race, ethnicity, color, creed, religion, gender or otherwise and will work cooperatively with all qualified responders.

Documents from: Planet Bids at https://vendors.planetbids.com/portal/66785/portal-home or please contact gfe@constructionbidsource.com for Specs, or Borden Excavation for assistance or with questions by emailing alec@bordenpipe.com.

A follow up call will be made to ascertain, with certainty, your interest in participating with us on this contract. Please respond to gfe@constructionbidsource.com. Thank you.

Sincerely, Alec Braun alec@bordenpipe.com Borden Excavating, Inc. To: "rsegura rascomusa.com" <rsegura@rascomusa.com>

Thank you for your interest. Certainly we can send you a link to the documents. If you have any problems or questions, please contact Alec Braun at Borden Excavating at alec@bordenpipe.com. Here it is: <a href="https://www.dropbox.com/scl/fo/c1063rdpp8eoih89fpfj6/AHkM0LWQhM0urQ\_OQuL26gU?rlkey=fdznswi6ole9pnt8015cahjpw&st=ag6w5my8&dl=0">https://www.dropbox.com/scl/fo/c1063rdpp8eoih89fpfj6/AHkM0LWQhM0urQ\_OQuL26gU?rlkey=fdznswi6ole9pnt8015cahjpw&st=ag6w5my8&dl=0</a>

[Quoted text hidden]

**Pearl Regis** <pearl@constructionbidsource.com> To: Alec Braun <alec@bordenpipe.com>

Sat, Aug 10, 2024 at 10:17 AM

We replied to a response from Rascom Group in Fullerton. Copy in file and noted on Master List. [Quoted text hidden]

# CITY OF BEAUMONT PUBLIC WORKS AGREEMENT

## **EXHIBIT "C"**

Insurance Certificates and Endorsements
(Insert behind this page.)



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/27/2024

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		CONTACT NAME: Brigitte Leber				
SIP Insurance Services - Orange 750 The City Drive South, 450	<del>)</del>	PHONE (A/C, No, Ext): 626-214-7919	FAX (A/C, No): 626-56	4-6565		
Orange CA 92868		ADDRESS: brigitte@sipbrokers.com				
-		INSURER(S) AFFORDING CO	OVERAGE	NAIC#		
	License#: 0M93299	INSURER A: Travelers Property Casualty	Company of America	25674		
NSURED	BORDEXC-01	INSURER B: The Travelers Indemnity Cor	npany of Connecticut	25682		
Borden Excavating, Inc. 1014 2nd St.		INSURER C: Ironshore Speciality Ins Co.				
Calimesa CA 92320		INSURER D:				
		INSURER E :				
		INSURER F:				
COVERAGES	CERTIFICATE NUMBER: 1540568229	REVIS	ION 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	INSR ADDLISUBR POLICY EFF POLICY EXP								
LTR	TYPE OF INSURANCE		WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMITS		
В	X COMMERCIAL GENERAL LIABILITY	Υ	Υ	CO9F220791	3/30/2024	3/30/2025	EACH OCCURRENCE	\$ 1,000,000	
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
							MED EXP (Any one person)	\$ 5,000	
							PERSONAL & ADV INJURY	\$1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000	
	POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	OTHER:							\$	
Α	AUTOMOBILE LIABILITY	Υ	Υ	8108M407427	3/30/2024	3/30/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
	X ANY AUTO						BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	X HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
								\$	
Α	X UMBRELLA LIAB X OCCUR			CUP6K550872	3/30/2024	3/30/2025	EACH OCCURRENCE	\$ 12,000,000	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 12,000,000	
	DED X RETENTION \$ \$10,000							\$	
Α	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB0K498857	3/30/2024	3/30/2025	X PER OTH- STATUTE ER		
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 1,000,000	
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
С	Pollution			ICELLUW00161495	10/31/2024	10/31/2025	Eac h Occurrence	\$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Subject to all policy terms, exclusions and conditions.

RE: CIP W-11 MESA LIFT STATION UPGRADE City of Beaumont, Agreement dated 09/10/2024; City of Beaumont, its officers, employees, and volunteers are an Additional Insured with respect to General Liability and Auto Liability if required by written contract. General Liability Additional Insured and Waiver of Subrogation endorsement attached. General Liability Primary and Non-Contributory included in attached endorsement. Auto Liability Additional Insured and Waiver of Subrogation included in attached endorsement. Attached Workers Compensation Waiver of Subrogation endorsement applies if required by written contract. Umbrella Liability follows form. \*PLEASE NOTE COPYRIGHT LAWS APPLY TO THE ACORD FORM PROHIBITING US FROM MODIFYING THE CANCELLATION CLAUSE. HOWEVER, PER S I PINSURANCE SERVICES PROCEDURES WILL NOTIFY YOU WITHIN 30 DAYS IF SAID POLICY CANCELS. Except 10 Days Notice of Cancellation For Non-Payment Of Premium.

CERTIFICATE HOLDER	CANCELLATION			
City of Beaumont	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
550 E. 6th Street Beaumont CA 92223	AUTHORIZED REPRESENTATIVE Ch. H. Lyold			



## **EVIDENCE OF PROPERTY INSURANCE**

DATE (MM/DD/YYYY) 09/26/2024

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST. AGENCY PHONE (A/C, No. Ext): +1 626 793 3330 American Zurich Insurance Company FINANCIAL GUARANTY INSURANCE BROKERS 301 E COLORADO BLVD PASADENA, CA 91101 FAX (A/C, No): +1 626 793 1886 E-MAIL ADDRESS: josephz@fgib.com CODE: 18501163 SUB CODE: AGENCY CUSTOMER ID #: INSURED LOAN NUMBER POLICY NUMBER BR78092890 Borden Excavating, Inc. 1014 2nd Street FFFECTIVE DATE **EXPIRATION DATE** CONTINUED UNTIL Calimesa, CA 92320 10/31/2024 10/31/2025 TERMINATED IF CHECKED THIS REPLACES PRIOR EVIDENCE DATED: PROPERTY INFORMATION LOCATION/DESCRIPTION 12940 Potrero Blvd. Beaumont, CA 92223 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 EVIDENCE OF PROPERTY INSURANCE 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. **COVERAGE INFORMATION** COVERAGE / PERILS / FORMS AMOUNT OF INSURANCE DEDUCTIBLE Builders Risk Coverage Form \$10,000 \$6,805,797 Total Completed Project Value **REMARKS (Including Special Conditions)** Certificate holder is included as additional insured. 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. ADDITIONAL INTEREST NAME AND ADDRESS MORTGAGEE X ADDITIONAL INSURED City of Beaumont, its officers, employees and volunteers LOSS PAYEE 550 E 6th Street LOAN# Beaumont, CA 92223 AUTHORIZED REPRESENTATIVE

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Who Is An Insured Unnamed Subsidiaries
- **B.** Blanket Additional Insured Governmental Entities Permits Or Authorizations Relating To Operations

#### **PROVISIONS**

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period;
- Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- **a.** Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- C. Incidental Medical Malpractice
- D. Blanket Waiver Of Subrogation
- E. Contractual Liability Railroads
- F. Damage To Premises Rented To You
  - **a.** An organization other than a partnership, joint venture or limited liability company; or
  - **b.** A trust:

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED –
GOVERNMENTAL ENTITIES – PERMITS OR
AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- **b.** Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

## C. INCIDENTAL MEDICAL MALPRACTICE

- The following replaces Paragraph b. of the definition of "occurrence" in the DEFINITIONS Section:
  - b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.
- The following replaces the last paragraph of Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or
- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
- The following replaces the last sentence of Paragraph 5. of SECTION III – LIMITS OF INSURANCE:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

## Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

- pharmaceuticals committed by, or with the knowledge or consent of, the insured.
- 5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- **b.** The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
- 6. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

#### D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- **a.** "Bodily injury" or "property damage" that occurs; or
- **b.** "Personal and advertising injury" caused by an offense that is committed:

subsequent to the execution of the contract or agreement.

#### E. CONTRACTUAL LIABILITY - RAILROADS

- The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:
  - c. Any easement or license agreement;

Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

## F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- **a.** Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM** 

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. BROAD FORM NAMED INSURED
- **B. BLANKET ADDITIONAL INSURED**
- C. EMPLOYEE HIRED AUTO
- D. EMPLOYEES AS INSURED
- E. SUPPLEMENTARY PAYMENTS INCREASED LIMITS
- F. HIRED AUTO LIMITED WORLDWIDE COV-ERAGE – INDEMNITY BASIS
- G. WAIVER OF DEDUCTIBLE GLASS

### **PROVISIONS**

### A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. 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. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

- H. HIRED AUTO PHYSICAL DAMAGE LOSS OF USE INCREASED LIMIT
- I. PHYSICAL DAMAGE TRANSPORTATION EXPENSES INCREASED LIMIT
- J. PERSONAL PROPERTY
- K. AIRBAGS
- L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
- M. BLANKET WAIVER OF SUBROGATION
- N. UNINTENTIONAL ERRORS OR OMISSIONS

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

## C. EMPLOYEE HIRED AUTO

 The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COV-ERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

- The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSI-NESS AUTO CONDITIONS:
  - **b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
    - (1) Any covered "auto" you lease, hire, rent or borrow; and
    - (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

## D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

## E. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

- The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABIL-ITY COVERAGE:
  - (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABIL-ITY COVERAGE:
  - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

## F. HIRED AUTO – LIMITED WORLDWIDE COV-ERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

- (a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:
  - (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.
  - (ii) Neither you nor any other involved "insured" will make any settlement without our consent.
  - (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".
  - (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II COVERED AUTOS LIABILITY COVERAGE.
  - (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.
- **(b)** This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.
- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

## G. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph D., Deductible, of SECTION III — PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

# H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

# I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVER-AGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

## J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

## **Personal Property**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

#### K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III — PHYSICAL DAMAGE COVERAGE:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- **a.** If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated. We will pay up to a maximum of \$1,000 for any one "loss".

# L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- **(b)** A partner (if you are a partnership):
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

## M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

# 5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

## N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

### POLICY NUMBER: DT22-CO-9F220791-TCT-24

### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

# d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed:

subsequent to the signing of that contract or agreement by you.

### 5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

## 6. Representations

By accepting this policy, you agree:

- The statements in the Declarations are accurate and complete;
- **b.** Those statements are based upon representations you made to us; and
- We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

## 7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- As if each Named Insured were the only Named Insured; and
- **b.** Separately to each insured against whom claim is made or "suit" is brought.

## 8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

#### 9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

### **SECTION V - DEFINITIONS**

- "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.



## **WORKERS COMPENSATION** AND **EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 99 03 76** 

POLICY NUMBER: UB-0K498857-23-26-G

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS **ENDORSEMENT - CALIFORNIA** (BLANKET WAIVER)

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.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

**Person or Organization** ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

**Job Description** 

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 03/30/2024 Insured Borden Excavating Inc.

Policy No. UB-0K498857-23-26-G

Endorsement No. Premium

Insurance Company TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA Countersigned by ON FILE

DATE OF ISSUE:

ST ASSIGN:

Page 1 of 1

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Who Is An Insured Unnamed Subsidiaries
- **B.** Blanket Additional Insured Governmental Entities Permits Or Authorizations Relating To Operations

#### **PROVISIONS**

A. WHO IS AN INSURED - UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- **a.** Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- C. Incidental Medical Malpractice
- D. Blanket Waiver Of Subrogation
- E. Contractual Liability Railroads
- F. Damage To Premises Rented To You
  - **a.** An organization other than a partnership, joint venture or limited liability company; or
  - **b.** A trust:

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED –
GOVERNMENTAL ENTITIES – PERMITS OR
AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- **b.** Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

## C. INCIDENTAL MEDICAL MALPRACTICE

- The following replaces Paragraph b. of the definition of "occurrence" in the DEFINITIONS Section:
  - b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.
- The following replaces the last paragraph of Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or
- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
- The following replaces the last sentence of Paragraph 5. of SECTION III – LIMITS OF INSURANCE:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

## Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

- pharmaceuticals committed by, or with the knowledge or consent of, the insured.
- 5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- **b.** The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
- 6. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

#### D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- **a.** "Bodily injury" or "property damage" that occurs; or
- **b.** "Personal and advertising injury" caused by an offense that is committed:

subsequent to the execution of the contract or agreement.

#### E. CONTRACTUAL LIABILITY - RAILROADS

- The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:
  - c. Any easement or license agreement;

Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

## F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- **a.** Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

## THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM** 

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. BROAD FORM NAMED INSURED
- **B. BLANKET ADDITIONAL INSURED**
- C. EMPLOYEE HIRED AUTO
- D. EMPLOYEES AS INSURED
- E. SUPPLEMENTARY PAYMENTS INCREASED LIMITS
- F. HIRED AUTO LIMITED WORLDWIDE COV-ERAGE – INDEMNITY BASIS
- G. WAIVER OF DEDUCTIBLE GLASS

### **PROVISIONS**

### A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. 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. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

- H. HIRED AUTO PHYSICAL DAMAGE LOSS OF USE INCREASED LIMIT
- I. PHYSICAL DAMAGE TRANSPORTATION EXPENSES INCREASED LIMIT
- J. PERSONAL PROPERTY
- K. AIRBAGS
- L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
- M. BLANKET WAIVER OF SUBROGATION
- N. UNINTENTIONAL ERRORS OR OMISSIONS

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

## C. EMPLOYEE HIRED AUTO

 The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COV-ERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

- The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSI-NESS AUTO CONDITIONS:
  - **b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
    - (1) Any covered "auto" you lease, hire, rent or borrow; and
    - (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

## D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

## E. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

- The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABIL-ITY COVERAGE:
  - (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABIL-ITY COVERAGE:
  - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

## F. HIRED AUTO – LIMITED WORLDWIDE COV-ERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

- (a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:
  - (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.
  - (ii) Neither you nor any other involved "insured" will make any settlement without our consent.
  - (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".
  - (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II COVERED AUTOS LIABILITY COVERAGE.
  - (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.
- **(b)** This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.
- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

## G. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph D., Deductible, of SECTION III — PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

# H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

# I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVER-AGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

## J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

## **Personal Property**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

#### K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III — PHYSICAL DAMAGE COVERAGE:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- **a.** If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated. We will pay up to a maximum of \$1,000 for any one "loss".

# L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- **(b)** A partner (if you are a partnership):
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

## M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

# 5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

## N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

### POLICY NUMBER: DT22-CO-9F220791-TCT-24

### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

# d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed:

subsequent to the signing of that contract or agreement by you.

### 5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

## 6. Representations

By accepting this policy, you agree:

- The statements in the Declarations are accurate and complete;
- **b.** Those statements are based upon representations you made to us; and
- We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

## 7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- As if each Named Insured were the only Named Insured; and
- **b.** Separately to each insured against whom claim is made or "suit" is brought.

## 8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

#### 9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

### **SECTION V - DEFINITIONS**

- "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.



## **WORKERS COMPENSATION** AND **EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 99 03 76** 

POLICY NUMBER: UB-0K498857-23-26-G

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS **ENDORSEMENT - CALIFORNIA** (BLANKET WAIVER)

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.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

**Person or Organization** ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

**Job Description** 

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 03/30/2024 Insured Borden Excavating Inc.

Policy No. UB-0K498857-23-26-G

Endorsement No. Premium

Insurance Company TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA Countersigned by ON FILE

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