OFFICE OF THE CITY ATTORNEY CHARLES PARKIN, City Attorney 411 West Ocean Boulevard, 9th Floor Long Beach. CA 90802-4664

CONTRACT

THIS CONTRACT is made and entered, in duplicate, as of July 14, 2022 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on July 12, 2022, by and between VELLUTINI CORPORATION DBA ROYAL ELECTRIC COMPANY, a California corporation ("Contractor"), whose address is 8481 Carbide Court, Sacramento, California 95828, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a Notice Inviting Bids for Rehabilitate Runway 12-30 Lighting at the Long Beach Airport in the City of Long Beach, California, dated R-7194, and published by City, bids were received, publicly opened and declared on the date specified in said Notice; and

WHEREAS, the City Manager accepted the bid of Contractor; and
WHEREAS, the City Council authorized the City Manager to enter a contract
with Contractor for the work described in Project Plans and Specifications No. R-7194;

NOW, THEREFORE, in consideration of the mutual terms and conditions herein, the parties agree as follows:

1. <u>SCOPE OF WORK</u>. Contractor shall furnish all necessary labor, supervision, tools, materials, supplies, appliances, equipment and transportation for the work described in Project Plans and Specifications No. R-7194 for Rehabilitate Runway 12-30 Lighting at the Long Beach Airport in the City of Long Beach, California, said work to be performed according to the Contract Documents identified below. However, this Contract is intended to provide to City complete and finished work and, to that end, Contractor shall do everything necessary to complete the work, whether or not specifically described in the Contract Documents.

2. PRICE AND PAYMENT.

A. City shall pay to Contractor the amount(s) for materials and work identified in Contractor's Bid for West Seaside Way Storm Drain Project in the

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City of Long Beach, California, attached hereto as Exhibit "A"; provided, however, that the total compensation to Contractor shall not exceed the maximum cumulative amount of Six Million Seven Hundred Thirty-Nine Thousand Seven Hundred Thirty-Nine Dollars (\$6,739,739) for the estimated quantities established in the Bid, subject to additions or deductions as provided in the Contract Documents.

Contractor shall submit requests for progress payments and В. City will make payments in due course of payments in accordance with Section 9 of the Standard Specifications for Public Works Construction (latest edition) (the "Greenbook").

3. CONTRACT DOCUMENTS.

The Contract Documents include: The Notice Inviting Bids, Project Specifications No. R-7194 (which may include by reference the Standard Specifications for Public Works Construction, latest edition, and any supplements thereto, collectively the "Standard Specifications"); the City of Long Beach Standard Plans; Project Drawing No. B-4788 for this work; the California Code of Regulations: the various Uniform Codes applicable to trades; the prevailing wage rates; Instructions to Bidders; the Bid; the bid security; the City of Long Beach Disadvantaged, Minority and Women-Owned Business Enterprise Program; this Contract and all documents attached hereto or referenced herein including but not limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to Proceed; Notice of Completion; any addenda or change orders issued in accordance with the Standard Specifications; any permits required and issued for the work; approved final design drawings and documents; and the Information Sheet ("Contract Documents"). These Contract Documents are incorporated herein by the above reference and form a part of this Contract.

B. Notwithstanding Section 2-5.2 of the Standard Specifications, if any conflict or inconsistency exists or develops among or between Contract Documents, the following priority shall govern: 1) Permit(s) from other public

agencies; 2) Change Orders; 3) this Contract (including any and all amendments hereto); 4) Addenda (which shall include written clarifications, corrections and changes to the bid documents and other types of written notices issued prior to bid opening; 5) Project Specifications; 6) Project Plans (including drawings); 7) the City of Long Beach Standard Plans; 8) Standard Specifications (as identified in Section 3.A. of the Greenbook); 9) other reference specifications; 10) other reference plans; 11) the Bid; and 12) the Notice Inviting Bids.

- 4. <u>TIME FOR CONTRACT</u>. Contractor shall commence work on a date to be specified in a written "Notice to Proceed" from City and shall complete all work within three hundred one (301) calendar days thereafter, subject to strikes, lockouts and events beyond the control of Contractor. Time is of the essence hereunder. City will suffer damage if the work is not completed within the time stated, but those damages would be difficult or impractical to determine. So, Contractor shall pay to City, as liquidated damages, the amount stated in the Contract Documents.
- 5. ACCEPTANCE OF WORK NOT TO CONSTITUTE A WAIVER. The acceptance of any work or the payment of any money by City shall not operate as a waiver of any provision of any Contract Document, of any power reserved to City, or of any right to damages or indemnity hereunder. The waiver of any breach or any default hereunder shall not be deemed a waiver of any other or subsequent breach or default.
- 6. <u>WORKERS' COMPENSATION CERTIFICATION</u>. Concurrently herewith, Contractor shall submit certification of Workers' Compensation coverage in accordance with California Labor Code Sections 1860 and 3700, a copy of which is attached hereto as Exhibit "B".
- 7. <u>CLAIMS FOR EXTRA WORK</u>. No claim shall be made at any time upon City by Contractor for and on account of any extra or additional work performed or materials furnished, unless such extra or additional work or materials shall have been expressly required by the City Manager and the quantities and price thereof shall have been first agreed upon, in writing, by the parties hereto.

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- 8. CLAIMS. Contractor shall, upon completion of the work, deliver possession thereof to City ready for use and free and discharged from all claims for labor and materials in doing the work and shall assume and be responsible for, and shall protect, defend, indemnify and hold harmless City from and against any and all claims, demands, causes of action, liability, loss, costs or expenses for injuries to or death of persons, or damages to property, including property of City, which arises from or is connected with the performance of the work.
- 9. INSURANCE. Prior to commencement of work, and as a condition precedent to the effectiveness of this Contract, Contractor shall provide to City evidence of all insurance required in the Contract Documents.

In addition, Contractor shall complete and deliver to City the form ("Information Sheet") attached as Exhibit "C" and incorporated by reference, to comply with Labor Code Section 2810.

- 10. WORK DAY. Contractor shall comply with Sections 1810 through 1815 of the California Labor Code regarding hours of work. Contractor shall forfeit, as a penalty to City, the sum of Twenty-Five Dollars (\$25.00) for each worker employed by Contractor or any subcontractor for each calendar day such worker is required or permitted to work more than eight (8) hours unless that worker receives compensation in accordance with Section 1815.
- 11. PREVAILING WAGE RATES. Contractor is directed to pay the general rate of per diem wages for each craft, classification, or type of worker needed to execute the contract (prevailing wage rates). Copies of the current prevailing rate of per diem wages are on file at its principal office (Labor Compliance Division, 411 W. Ocean Boulevard, 6th Floor, Long Beach, California, 90802), and shall be made available to any interested party upon request. Contractor is required to post a copy of the determination of the director of the prevailing rate of per diem wages at each job site. Pursuant to Section 1775, Contractor shall forfeit, as a penalty to the City, up to Two Hundred Dollars (\$200) for each laborer, worker or mechanic employed for each calendar day, or portion thereof,

that such laborer, worker or mechanic is paid less than the prevailing wage rates for any work done by Contractor, or any subcontractor, under this Contract. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor.

- Contractor is advised that this work constitutes a public work of improvement subject to California Labor Code Division 2, Part 7, Chapter 1, Articles 1-5, §§1720-1861. Pursuant to Labor Code Section 1771.1. Contractor or subcontractors 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 the California Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5. Contract (or associated subcontracts) shall not be entered into without proof of the Contractor's (or subcontractor's) current registration to perform public work pursuant to Section 1725.5. All work conducted in support of this public work of improvement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 13. APPRENTICESHIP EMPLOYMENT. The Contractor shall comply with Section 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor and, by submitting a Bid and executing the Contract, the Contractor stipulates that it shall so comply. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. For federally assisted contracts, prospective bidders should refer to the Federal Davis Bacon Contract Provisions and Related Matters(29 CFR § 5.5) in Exhibit "E".
 - CERTIFIED PAYROLL RECORDS.

A. Pursuant to the provisions of Labor Code Section 1776, Contractor shall keep and shall cause each subcontractor performing any portion of the work under this Contract to keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or subcontractor in connection with the work. Such payroll records for Contractor and all subcontractors shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor pursuant to the provisions of Section 1776 of the Labor Code. Contractor's failure to furnish such records to City or City's authorized Labor Compliance representative in the manner provided herein for notices shall entitle City to withhold the penalty prescribed by law from progress payments due to Contractor.

- B. Contractor shall submit to the City certified payroll records for Contractor and all subcontractors performing any portion of the work under this Contract on a monthly basis. Certified payroll records for Contractor and all subcontractors shall be maintained during the course of the work and shall be kept by Contractor for at least three (3) years after completion of the work.
- C. The foregoing is in addition to, and not in lieu of, any other requirements or obligations established and imposed by any department of the City with regard to submission and retention of certified payroll records for Contractor and subcontractors.

15. COORDINATION WITH GOVERNMENTAL REGULATIONS.

A. If the work is terminated pursuant to an order of any Federal or State authority, Contractor shall accept as full and complete compensation under this Contract such amount of money as will equal the product of multiplying the Contract price stated herein by the percentage of work completed by Contractor as of the date of such termination, and for which Contractor has not been paid. If the

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work is so terminated, the City Engineer, after consultation with Contractor, shall determine the percentage of work completed and the determination of the City Engineer shall be final.

B. If Contractor is prevented, in any manner, from strict compliance with the Plans and Specifications due to any Federal or State law, rule or regulation, in addition to all other rights and remedies reserved to the parties City may by resolution of the City Council suspend performance hereunder until the cause of disability is removed, extend the time for performance, make changes in the character of the work or materials, or terminate this Contract without liability to either party.

16. NOTICES.

- Α. Any notice required hereunder shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid, to Contractor at the address first stated herein, and to the City at 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager. Notice of change of address shall be given in the same manner as stated herein for other notices. Notice shall be deemed given on the date deposited in the mail or on the date personal delivery is made, whichever first occurs.
- B. Except for stop notices and claims made under the Labor Code, City will notify Contractor when City receives any third party claims relating to this Contract in accordance with Section 9201 of the Public Contract Code.
- 17. <u>BONDS</u>. Contractor shall, simultaneously with the execution of this Contract, execute and deliver to City a good and sufficient corporate surety bond, in the form attached hereto and in the amount specified therein, conditioned upon the faithful performance of this Contract by Contractor, and a good and sufficient corporate surety bond, in the form attached hereto and in the amount specified therein, conditioned upon the payment of all labor and material claims incurred in connection with this Contract.
 - 18. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor any

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of the moneys that may become due Contractor hereunder may be assigned by Contractor without the written consent of City first had and obtained, nor will City recognize any subcontractor as such, and all persons engaged in the work of construction will be considered as independent contractors or agents of Contractor and will be held directly responsible to Contractor.

- 19. RESPONSIBILITY OF CONTRACTOR. Contractor shall have the responsibility to ensure compliance with all applicable federal, state, and local laws, regulations, and policies for itself and all subcontractors. Notwithstanding anything to the contrary in the Standard Specifications, Contractor shall have the responsibility, care and custody of the work. If any loss or damage occurs to the work that is not covered by collectible commercial insurance, excluding loss or damage caused by earthquake or flood or the negligence or willful misconduct of City, then Contractor shall immediately make the City whole for any such loss or pay for any damage. If Contractor fails or refuses to make the City whole or pay, then City may do so and the cost and expense of doing so shall be deducted from the amount due Contractor from City hereunder.
- 20. CONTINUATION. Termination or expiration of this Contract shall not terminate the rights or liabilities of either party which rights or liabilities accrued or existed prior to termination or expiration of this Contract.

21. TAXES AND TAX REPORTING.

- Α. As required by federal and state law, City is obligated to and will report the payment of compensation to Contractor on Form 1099-Misc. Contractor shall be solely responsible for payment of all federal and state taxes resulting from payments under this Contract. Contractor shall submit Contractor's Employer Identification Number (EIN), or Contractor's Social Security Number if Contractor does not have an EIN, in writing to City's Accounts Payable, Department of Financial Management. Contractor acknowledges and agrees that City has no obligation to pay Contractor until Contractor provides one of these numbers.
 - B. Contractor shall cooperate with City in all matters relating to

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taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies, or other tangible personal property totaling over One Hundred Thousand Dollars (\$100,000.00) shipped from outside California, a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totaling Five Million Dollars (\$5,000,000.00) or more, Contractor shall obtain a sub-permit from the California Department of Tax and Fee Administration ("CFTA") for the Work site. "Qualified" means that the Contractor purchased at least Five Hundred Thousand Dollars (\$500,000.00) in tangible personal property that was subject to sales or use tax in the previous calendar year.

- C. Contractor shall create and operate a buying company, as defined in CFTA Regulation 1699, subpart (i), in City if Contractor will purchase over Five Million Dollars (\$5,000,000.00) in tangible personal property subject to California sales and use tax.
- In completing the form and obtaining the permit(s), Contractor D. shall use the address of the Work site as its business address and may use any address for its mailing address. Copies of the form and permit(s) shall also be delivered to the City Engineer. The form must be submitted and the permit(s) obtained as soon as Contractor receives a Notice to Proceed. Contractor shall not order any materials or equipment over One Hundred Thousand Dollars (\$100,000.00) from vendors outside California until the form is submitted and the permit(s) obtained and, if Contractor does so, it shall be a material breach of this Contract. In addition, Contractor shall make all purchases from the Long Beach sales office of its vendors if those vendors have a Long Beach office and all purchases made by Contractor under this Contract which are subject to use tax of Five Hundred Thousand Dollars (\$500,000.00) or more shall be allocated to the City of Long Beach. Contractor shall require the same cooperation with City, with

regards to subsections B, C and D under this section (including forms and permits), from its subcontractors and any other subcontractors who work directly or indirectly under the overall authority of this Contract.

- E. Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may request a waiver to subsections B, C, and/or D. Waiver requests must be submitted in writing and will be subject to City review and approval. Contractor may contact the Financial Management Department, Budget Management Bureau at (562) 570-6425 for assistance with the form.
- 22. <u>ADVERTISING</u>. Contractor shall not use the name of City, its officials or employees in any advertising or solicitation for business, nor as a reference, without the prior approval of the City Manager, City Engineer or designee.
- 23. <u>AUDIT</u>. City shall have the right at all reasonable times during performance of the work under this Contract for a period of five (5) years after final completion of the work to examine, audit, inspect, review, extract information from and copy all books, records, accounts and other documents of Contractor relating to this Contract.
- 24. <u>NO PECULIAR RISK</u>. Contractor acknowledges and agrees that the work to be performed hereunder does not constitute a peculiar risk of bodily harm and that no special precautions are required to perform said work.
- 25. <u>THIRD PARTY BENEFICIARY</u>. This Contract is intended by the parties to benefit themselves only and is not in any way intended or designed to or entered for the purpose of creating any benefit or right of any kind for any person or entity that is not a party to this Contract.
- 26. <u>SUBCONTRACTORS</u>. Contractor agrees to and shall bind every subcontractor to the terms of this Contract; provided, however, that nothing herein shall create any obligation on the part of City to pay any subcontractor except in accordance

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with a court order in an action to foreclose a stop notice. Failure of Contractor to comply with this Section shall be deemed a material breach of this Contract. subcontractor(s) submitted by Contractor in compliance with Public Contract Code Sections 4100 et seg, is attached hereto as Exhibit "D" and incorporated herein by this reference.

- 27. DAVIS BACON. This federal-aid Work is subject to the requirements of the Davis Bacon Act. Contractor must comply with the Federal Wage Decision contained in Division E of the Specifications and the addenda attached hereto as Addendum "A" and incorporated herein, as well as all record keeping requirements of the Davis Bacon Act. Contractor is advised that they are to apply the higher wage for each craft when comparing state versus federal rates assigned to this contract.
- 28. FEDERAL-AID PROVISIONS. The work to be performed under this Contract will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. Such rules are attached hereto as Exhibit "E" and incorporated herein.
- 29. NO DUTY TO INSPECT. No language in this Contract shall create and City shall not have any duty to inspect, correct, warn of or investigate any condition arising from Contractor's work hereunder, or to insure compliance with laws, rules or regulations relating to said work. If City does inspect or investigate, the results thereof shall not be deemed compliance with or a waiver of any requirements of the Contract Documents.
- 30. GOVERNING LAW. This Contract shall be governed by and construed pursuant to the laws of the State of California (except those provisions of California law pertaining to conflicts of laws).
- 31. INTEGRATION. This Contract, including the Contract Documents identified in Section 3 hereof, constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, with respect to the subject matter herein.

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32. NONDISCRIMINATION. In connection with performance of this Contract and subject to federal laws, rules and regulations, Contractor shall not discriminate in employment or in the performance of this Contract on the basis of race, religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or disability. It is the policy of the City to encourage the participation of Disadvantaged, Minority and Women-Owned Business Enterprises, and the City encourages Contractor to use its best efforts to carry out this policy in the award of all subcontracts.

- 33. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in accordance with the provisions of the Ordinance, this Contract is subject to the applicable provisions of the Equal Benefits Ordinance ("EBO"), section 2.73 et seq. of the Long Beach Municipal Code, as amended from time to time.
 - Α. During the performance of this Contract, the Contractor certifies and represents that the Contractor will comply with the EBO. The Contractor agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Long Beach, the Contractor will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Long Beach's Equal Benefits Ordinance may be obtained from the City of Long Beach Business Services Division at 562-570-6200."

- B. The failure of the Contractor to comply with the EBO will be deemed to be a material breach of the Contract by the City.
- C. If the Contractor fails to comply with the EBO, the City may cancel, terminate or suspend the Contract, in whole or in part, and monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.
 - D. Failure to comply with the EBO may be used as evidence

- Ε. If the City determines that the Contractor has set up or used its contracting entity for the purpose of evading the intent of the EBO, the City may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of Long Beach Municipal Code section 2.93 et seq., Contractor Responsibility.
- 34. DEFAULT. Default shall include but not be limited to Contractor's failure to perform in accordance with the Plans and Specifications, failure to comply with any Contract Document, failure to pay any penalties, fines or charges assessed against Contractor by any public agency, failure to pay any charges or fees for services performed by the City, and if Contractor has substituted any security in lieu of retention, then default shall also include City's receipt of a stop notice. If default occurs and Contractor has substituted any security in lieu of retention, then in addition to City's other legal remedies, City shall have the right to draw on the security in accordance with Public Contract Code Section 22300 and without further notice to Contractor. If default occurs and Contractor has not substituted any security in lieu of retention, then City shall have all legal remedies available to it.

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EXHIBIT "A"

Contractor's Bid

BID TO THE CITY OF LONG BEACH REHABILITATE RUNWAY 12-30 LIGHTING At the Long Beach Airport

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on March 18, 2022 at 10:00 a.m., we offer to furnish all necessary labor, tools, materials, appliances and equipment for and perform all Work mentioned in the Notice Inviting Bids, in full compliance with Plans & Specifications No. R-7194 at the prices listed below.

We certify that we have examined the site and that the Bid is complete. By signing the Bid, we certify that the Contractor will not submit a claim based on failure to examine the site thoroughly.

BASE	BID - REHABILITATE RUNW	/AY 12-30 LIGH	TING	The state of the state of	To the second
ITEM		ESTIMATED	} •	UNIT PRICE	ITEM TOTAL
NO.	ITEM DESCRIPTION	QUANTITY	UNIT	(IN FIGURES)	(IN FIGURES)
1.	G-200-1; Safety and Security Provisions	1	LS	Input Electronically	Calculated online
2.	G-200-2; Low-Profile Barricades Provided by Contractor	1	LS	Input Electronically	Calculated online
3.	G-300-1; Demolition and Removal	1	LS	Input Electronically	Calculated online
4.	C-100-1; Contractor Quality Control Program	1	LS	Input Electronically	Calculated online
5.	C-105-1; Mobilization/Demobilization	1	LS	Input Electronically	Calculated online
6.	P-101-1; Cold Mill, 4" Deep	16,000	SY	Input Electronically	Calculated online
7.	P-401-1; Asphalt Mix Pavement, Surface Course	4,000	TON	Input Electronically	Calculated online
8.	P-620-1; Permanent White Pavement Markings (2 Coats)	13,900	SF	Input Electronically	Calculated online
9.	P-620-2; Permanent Yellow Pavement Markings (2 Coats)	200	SF	Input Electronically	Calculated online
10.	P-620-3; Permanent Black Pavement Markings (1 Coat)	2,200	SF	Input Electronically	Calculated online
11.	P-620-4; Repaint Existing White Pavement Markings (1 Coat)	36,000	SF	Input Electronically	Calculated online

ITEM	BID – REHABILITATE RUNW 	ESTIMATED		UNIT PRICE	ITEM TOTAL
NO.	ITEM DESCRIPTION	QUANTITY	UNIT	(IN FIGURES)	(IN FIGURES)
12.	P-620-5; Repaint Existing Yellow Pavement Markings (1 Coat)	1,600	SF	Input Electronically	Calculated online
13.	P-620-6; Repaint Existing Black Pavement Markings (1 Coat)	8,500	SF	Input Electronically	Calculated online
14.	P-621-1; Saw-cut Grooves	14,000	SY	Input Electronically	Calculated online
15.	L-108-1; 1-1/C No. 8 AWG, 5 kV, L-824C Cable	150000	LF	Input Electronically	Calculated online
16.	L-108-2; 1-1/C No. 6 AWG, 600V Ground Wire	47500		Input Electronically	Calculated online
17.	L-109-1; 10KW CCR	3	EA	Input Electronically	Calculated online
18.	L-109-2; 15KW CCR	1	EA	Input Electronically	Calculated online
19.	L-109-3; Airfield Lighting Vault Modifications - Contractor Work	1	LS	Input Electronically	Calculated online
20.	L-110-1; Concrete Encased, Electrical Condult, 1-Way 2- inch, in Native Soll	2,000	LF	Input Electronically	Calculated online
21.	L-110-2; Concrete Encased, Electrical Conduit, 1-Way 2- inch, in Existing Asphalt Shoulder	100	LF	Input Electronically	Calculated online
22.	L-125-1; LED L-862E Runway Elevated End/Threshold Light & Iso Transformer	32	EA	Input Electronically	Calculated online
23.	L-125-2; LED L-862 Runway Elevated Edge Light & Iso Transformer	85	EA	Input Electronically	Calculated online
24.	L-125-3; LED L-850C Runway Inpavement Edge light & Iso Transformer	11	EA	Input Electronically	Calculated online
25.	L-125-4; LED L-850B Touchdown Zone Light & Iso Transformer	180	EA	Input Electronically	Calculated online
26.	L-125-5; LED L-850A Runway Centerline Light, Iso Transformer	198	EA	Input Electronically	Calculated online
27.	L-125-6; L-868B Base Can for TDZ System	174	EA	Input Electronically	Calculated online

BASE BID - REHABILITATE RUNWAY 12-30 LIGHTING						
ITEM		ESTIMATED		UNIT PRICE	ITEM TOTAL	
NO.	ITEM DESCRIPTION	QUANTITY	UNIT	(IN FIGURES)	(IN FIGURES)	
28.	L-125-7; L-868B Extension & Spacer Package	180	EA	Input Electronically	Calculated online	
29.	L-125-8; Reconstruct Spacer Package for Inpavement Runway Centerline or Runway Inpavement Edge Light Fixture on Existing Base Can	209	EA	Input Electronically	Calculated online	
30.	L-125-9; L-868B to L-867B 3/4" Deep Adapter Plate	7	EA	Input Electronically	Calculated online	
31.	L-125-10; L-867D Base Can with Cover Plate	7	EA	Input Electronically	Calculated online	
32.	L-125-11; Runway 30 LED PAPI and Foundation	1	LS	Input Electronically	Calculated online	
33.	L-128-1; Miscellaneous Electrical Work	1	LS	Input Electronically	Calculated online	
TO	TOTAL BASE BID (Items 1-33) (in figures)			Calcul	ated online	

We understand that these quantities are estimates only and are given solely for the purpose of facilitating the comparison of Bids, and that the Contractor's compensation will be computed on the basis of the actual quantities in the completed Work.

BIDS ARE TO BE SUBMITTED ELECTRONICALLY AS DESCRIBED IN DIVISION B.

(Continued on Next Page)

ADDENDA ACKNOWLEDGEMENT / SIGNAThis Bid is submitted with respect to the cha	
in the following addenda numbers:	
X /	_
1 2 3 4 5 6 (Initial above all appropriate numbers)	7
Respectfully submitted,	Vellutini Corporation dbaRoyal Electric Company
Signature**	Legal Name of Company
	Eric Gardner II Vile President
	Print Name / Title
	Names of Other General Partners
California	Names of Other Partners
State of Incorporation	
N/A	BU20511690
State Where Registered as LLC 8481 Carbide Court Sacramento, CA 95828	City of Long Beach Business License Number 03/03/2022
Business Address (Actual Address -Not a Post Office Box) 916-226-2100 916-226-2150	City of Long Beach Business License Expiration Date 8481 Carbide Court Sacramento, CA 95828
Telephone Number / Fax Number	Address on City Business License
estimating@roaylelect.com	-
Email Address	
357377	
Contractor's License Number	
signature of an authorized representations in a general partnersh	h the name of the joint venture with the
signature of a member or manage	pany, set forth legal name of company with er authorized to bind the company. forth the legal name of the corporation with

The following information will be used for statistical analysis only.	
Is the Bidder a Minority-Owned Business? No Which racial minority? Is the Bidder a Women-Owned Business? No No	No
Where did your company first hear about this City of Long Beach Public Work	s project?
	\$600 parameter resources and the control of the con

CITY OF LONG BEACH CERTIFICATION OF SITE EXAMINATION

Each Bidder shall fully inform Itself of the conditions relating to the Work and the employment of labor on the Work. Failure to do so will not relieve the Contractor of the obligation to furnish all materials and labor necessary to comply with the Contract Documents.

Each Bidder shall examine the Work site. Bidders shall attend a mandatory prebid inspection, conducted by the City, as specified in the Notice Inviting Bids. Failure to attend the mandatory pre-bid inspection shall be cause for the City to reject the Bid.

I certify that I have examined the site and the Bid is complete. On behalf of the Contractor, I certify that the Contractor will not submit a claim based on failure to examine the site thoroughly.

3/3/22	Vellutini Corporation dba Royal Electric Company
Date of Site Examination	Contractor
	Printed Name of Opntractor's Representative
	Printed Name of Contractor's Representative
	Signature of Representative
	3/15/2022
	Date

AIRPORT PAVING AND OTHER AIRFIELD IMPROVEMENTS **CONTRACTOR'S MINIMUM QUALIFICATIONS** AND EXPERIENCE STATEMENT

FOR REHABILITATE RUNWAY 12-30 LIGHTING AT THE LONG BEACH AIRPORT

The Work is located on a very active airport and the Contractor shall be required to coordinate the Contractor's activities with multiple airport tenants. Typical airport operations include terminal construction, commercial airlines, cargo aircraft, general aviation, military aircraft, student pilots, hellcopter traffic, and corporate aircraft. Support activities that routinely occur on the Airport include, but are not limited to, fire protection equipment, safety vehicles, fueling, baggage handling, aircraft towing, maintenance vehicles, and other construction projects.

This Work requires conformance with FAA specifications for construction at airports. The FAA specifications are generally more stringent than typical local agency specifications, especially with regard to paving quality control and acceptance criteria that are contained in Specification Item "P-401, Hot Mix Asphalt (HMA) Pavements". The FAA specifications are also more stringent than typical local agency specifications with regards to electrical improvements.

The City has established minimum alrfield paying qualifications and experience requirements for the Contractor. Each bidder shall submit an "Airport Paving and Other Airfield Improvements - Contractor's Minimum Qualifications and Experience Statement". The statement shall be completed on the following form. The statement shall be included with the Bid and failure to include the statement with the Bid shall render the Bid non-responsive. Failure to submit complete and accurate statements of experience shall render the Bid non-responsive. Submission of inaccurate or misleading information on the statements of experience shall render the Bld non-responsive.

All projects listed to meet the minimum qualifications and experience requirements shall have been located on an airport with regularly scheduled airline passenger service (FAR Part 139-Certificated).

The experience of the listed subcontractor may have been obtained while in the role of prime contractor, while subcontracting to the Contractor, or while subcontracting to any other contractor. The Contractor shall clearly indicate the company/firm that performed the previous work for which experience is claimed and the role in which the previous work was performed (prime contractor or subcontractor).

P-401 HOT MIX ASPHALT PAVING EXPERIENCE

The Contractor or paving subcontractor shall have experience placing plant mix bituminous pavement on airports in accordance with FAA Specification Item P-401, "Hot Mix Asphalt (HMA) Pavements" on runways, taxiways, and/or parking ramps. The Contractor or the paving subcontractor listed to meet the P-401 experience requirement shall have successfully completed a minimum of two (2) airfield-paving projects in accordance with Item P-401 since January 1, 2014, prior to the deadline for submission of bids. A portion of the work shall have been performed during nighttime hours. The Contractor shall list the percentage of P-401 work performed by the Contractor or paving subcontractor.

		Project Title:	Runway 7R-25L Safety Are Temp. Repairs	a Improvements &
		Start Date & Substantial Completion Date:	11/04/2014	09/01/2016
P-401 HOT MIX ASPHALT PAVING EXPERIENCE		Type of Work:	Grading Improvements, pavement repairs & Rehab, Improvements	
		Airport Name:	Los Angeles International Airport	
		Sponsor (Owner) Name:	Los Angeles World Airports	
		Sponsor Address:	1 World Way West	
M M		Sponsor City, State, Zip	Los Angeles, Ca. 90009	
Ž		Sponsor Telephone Number:	424-646-5865	
PAV	*	Sponsor Representative:	Matt Patterson, Senior Aiport Engineer	
	<u> </u>	Company/Firm that performed the Work:	Griffith Company	
₹ A	PROJECT	Work performed as:	X_Prime Contractor	Subcontractor
AS		Name of Prime Contractor:	Griffith Company	
Ž	:	Prime Contractor Telephone Number:	562-929-1128	
6		Prime Contractor Representative:	Rodrigo Ochao, Project Mar	nager
		Total Contract Amount:	\$ 13,543,182.38	
P-40		P-401 Contract Amount:	\$ 1,738,638.00	
baka		Quantity Placed:	17,562TONS	3_in. (avg. depth)
		PWL Method used to Calculate Pay Factor?	YES	NO
		Percentage of Work Performed at Night:	50%	

P-401 HOT MIX ASPHALT PAVING EXPERIENCE

		Project Title:	Meadows Field Airport Rehab	of Runway 12L-30R, Phase 2
		Start Date & Substantial Completion Date:	04/07/2017	03/13/2018
		Type of Work:	Runway Rehabilitation	
岁		Airport Name:	Meadows Field Airport	
		Sponsor (Owner) Name:	County of Kern Department	of Airports
DE L		Sponsor Address:	3701 Wings Way, Suite 300	
<u> </u>		Sponsor City, State, Zip	Bakersfield, Ca. 93308	
Ž		Sponsor Telephone Number:	661-392-6640	
A	# 1	Sponsor Representative:	Rich Strickland	
	EC.	Company/Firm that performed the Work:	Griffith Company	
Ē	PROJECT	Work performed as:	X_Prime Contractor	Subcontractor
\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \	Ω.	Name of Prime Contractor:	Griffith Company	
2		Prime Contractor Telephone Number:	661-392-6640	
<u> </u>		Prime Contractor Representative:	Walt Weishaar, Vice Preside	nt / Regional Manager
¥		Total Contract Amount:	\$ 15,090,223.53	
P-401 AHOT MIX ASPHALT PAVING EXPERIENCE		P-401 Contract Amount:	\$ 2,756,550.00	
2		Quantity Placed:	54,941 TONS	<u>2.5_in.</u> (avg. depth)
		PWL Method used to Calculate Pay Factor?	YES	NO
		Percentage of Work Performed at Night:	25%	

AIRFIELD ELECTRICAL EXPERIENCE

The Contractor or electrical subcontractor shall have demonstrated experience performing airfield electrical work in accordance with various FAA Advisory Circulars including 150/5340-10 (latest edition). The demonstrated experience shall include project experience associated with the installation of (a) runway in-pavement light fixtures such as Runway Touchdown Zone Lights or Runway Centerline Lights and (b) Precision Approach Path Indicator (PAPI). In order to meet this experience requirement, the contractor or electrical subcontractor shall have completed (obtained substantial completion) for a minimum of two airfield projects completed at a Part 139 Airport with commercial travel since January 1, 2014. The 2 projects shall have the experience requirements as detailed above including runway in-pavement lights and PAPI. The two projects shall have a portion of the work performed during night-time hours and shall each have an electrical construction contract value of at least \$2,000,000 per project. The Contractor shall list the percentage of airfield electrical work performed by the Contractor or electrical subcontractor.

In addition to the Contractor or electrical subcontractor experience, the project manager or project superintendent shall have a demonstrated project experience of two completed projects since January 1, 2014. The projects shall have included electrical construction work that included runway in-pavement touchdown zone or centerline base can and light fixture installation at a part 139 Airport with commercial air travel and included night or weekend work.

AIRFIELD ELECTRICAL EXPERIENCE

PROJECT #1

Project Title:	LAX RW 6R-24L Safety Area Improvements
Start Date & Substantial Completion Date:	10/2015 07/2017
Type of Work:	Conduit, wire, HH, basecans & fixtures for RW Centerline, TDZ, Edge, PAPI
Airport Name:	Los Angeles International Airport
Sponsor (Owner) Name:	LAWA
Sponsor Address:	Admin West 7301 World Way West
Sponsor City, State, Zip	Los Angeles, CA 90045
Sponsor Telephone Number:	424-646-5380
Sponsor Representative:	Sean Flynn
Company/Firm that performed the Work:	Royal Electric
Work performed as:	Prime Contractor Subcontractor
Name of Prime Contractor:	Griffith/Coffman Specialties JV
Prime Contractor Telephone Number:	858-536-3100
Prime Contractor Representative:	Superintendentx Project Manager
Total Contract Amount:	\$45,490,275.00
Electrical Contract Amount:	\$12,052,210.00
Elevated Edge Lights?	xYESNO
Style 3 In-Pavement Lights?	xYESNO
PAPI	x YES NO
Percentage of Work Performed at Night:	40%

AIRFIELD ELECTRICAL EXPERIENCE

		Project Title:	Runway 12-30 Rehabi	litation
		Start Date & Substantial Completion Date:	05/2017	11/2017
		Type of Work:	conduit, wire, HH, Base TW/RW Centerline, TD	ecans & Fixtures for Z,Edge,PAPI,WC,Vault
		Airport Name:	Oakland Internation	
		Sponsor (Owner) Name:	Port of Oakland	
S		Sponsor Address:	530 Water Street	
AIRFIELD ELECTRICAL EXPERIENCE		Sponsor City, State, Zip	Oakland, CA 94607	
Ê		Sponsor Telephone Number:	510-627-1130	
	PROJECT #2	Sponsor Representative:	Samuel Won	
2		Company/Firm that performed the Work:	Royal Electric	
E		Work performed as:	Prime Contractor	x_Subcontractor
		Name of Prime Contractor:	DeSilva Gates Const	cuction
		Prime Contractor Telephone Number:	510-913-2259	
Щ		Prime Contractor Representative:	Superintendent	x_Project Manager
<u>A</u>		Total Contract Amount:	\$47,700,000	
-		Electrical Contract Amount:	\$16,489,503	
		Elevated Edge Lights?	YES	NO
		Style 3 In-Pavement Lights?	xYES	NO
		PAPI	xYES	NO
		Percentage of Work Performed at Night:	50%	

P-620 RUNWAY AND TAXIWAY MARKING EXPERIENCE

The Contractor or paving subcontractor shall have experience placing Runway and Taxiway markings on airports in accordance with FAA Specification Item P-620, "Runway and Taxiway Marking" on runways, taxiways, and/or parking ramps. The Contractor or the subcontractor listed to meet the P-620 experience requirement shall have successfully completed a minimum of two (2) airfield-marking projects in accordance with Item P-620 since January 1, 2014, prior to the deadline for submission of bids. The Contractor shall list the percentage of P-620 work performed by the Contractor or subcontractor.

		Project Title:	DANAN/CD 241 Cafety	. A vi en en
			RNWY 6R-24L Safety	
		Start Date & Substantial Completion Date:	Aug 2015	Dec 2017
3		Type of Work:	Runway and Taxi M	arking
		Airport Name:	LAX	
<u>u</u>		Sponsor (Owner) Name:	Los Angeles World	Airport
Ã		Sponsor Address:	7901 World Way W	est, 10th Floor
Š		Sponsor City, State, Zip	Los Angeles, CA 900)45
AR		Sponsor Telephone Number:	(424) 646-5867	
S	#	Sponsor Representative:	Sean Flynn	
N N		Company/Firm that performed the Work:	PCI (7436C)	
P-620 RUNWAY AND TAXIWAY MARKING EXPERIENCE	PROJECT	Work performed as:	Prime Contractor	X Subcontractor
		Name of Prime Contractor:	Griffith/Coffman JV	
A		Prime Contractor Telephone Number:	(562) 754-2177	
{		Prime Contractor Representative:	Sadaqat Rana	
S		Total Contract Amount: よりう	\$1,123,972.50 - H	45,490,275.00
0. R		P-620 Contract Amount:	\$1,123,972.00	
P-62		Quantity Placed:	855,779 _{SF}	in. (avg. width)
Medianosis.				
		Percentage of Work Performed at Night:	90%	Basterations and and respecting 1990 (Space

P-620 RUNWAY AND TAXIWAY MARKING EXPERIENCE

Plane (Secretary School)	Project Title:	Taxlway B Rehabilitation		
	Start Date & Substantial Completion Date:	Dec 2018	Dec 2020	
NC III	Type of Work:	Runway and Taxiway Marking		
	Airport Name:	Van Nuys Airport		
(PE	Sponsor (Owner) Name:	Los Angeles World	Airport	
Û	Sponsor Address:	7301 World Way W	est , 10th Floor	
Į Š	Sponsor City, State, Zip	Los Angeles, CA 900)45	
ARI 2	Sponsor Telephone Number:	(424) 646-5867		
Y MA	Sponsor Representative:	Sean Flynn		
TAXIWAY	Company/Firm that performed the Work:	PCI (9235C)		
A S	Work performed as:	Prime Contractor	X Subcontractor	
9	Name of Prime Contractor:	Griffith Company		
¥	Prime Contractor Telephone Number:	(562) 393-0984		
WA	Prime Contractor Representative:	Carlos Romero		
S	Total Contract Amount: ROS	\$581,813.00 2.0	9,993,319	
P-620 RUNWAY AND TAXIWAY MARKING EXPERIENCE PROJECT #2	P-620 Contract Amount:	\$581,813.00		
9	Quantity Placed:	778,969 sF	in. (avg. width)	
	Percentage of Work Performed at Night:	7.0%		

	e all portlons of this form may r id subject to rejection.	ender the Bidder's Bid as			
Signature		3/15/22 Date			
Enc Gardner TI Vice President Name and Title of Signing Officer					
Vellutini Corporation dba Roya Company Name	al Electric Company				
8481 Carbide Court Sacramento	, CA 95828				
Business Address					
916-226-2100	916-226-2150				
Telephone	Fax	und Australia des des des propriets de la contraction de communication de la contraction de contraction de la contraction de c			

BIDDER'S STATEMENT ON PREVIOUS CONTRACTS SUBJECT TO EEO CLAUSE

The Bidder shall con	plete the following stat	tement by checking the appropriate blanks:	
The Bldder hassubject to the equa amended, of Septem	x has not has not ber 24, 1965.	participated in a previous contract prescribed by Executive Order 11246, as	
connection with any representations indi	such contract due unde cating submission of	submitted all compliance reports in ler the applicable filing requirements; and that frequired compliance reports signed by the rior to award of subcontracts.	
and has not submitte Bidder shall submit a	d compliance reports	ntract subject to the equal opportunity clause due under applicable filing requirements, the Standard Form 100, "Employee Information at (*).	
NOTE: Failure to complete the blanks may be grounds for rejecting the bid.			
	(Name and	Title of Signer) 3/15/22 Date	
Accession (Control of Control of	Signature	Date	
Company Name	Vellutini Corporation dba	Royal Electric Company	
Business Address 8481 Carbide Court			
	Sacramento, CA 95828		

LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" Division 2 Part 1, Chapter 4 of the California Public Contract Code, the Bidder shall set forth hereon the name, the location of the place of business, Department of Industrial Relations registration number, and the California contractor license number 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 or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. The prime contractor shall set forth thereon the portion of the work (type and dollar value) that will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion as defined by the prime contractor in his or her bid. Information requested, other than the sub contractor's name, location of business, contractor license number and the portion of work that will be done by each subcontractor may be submitted by the prime contractor within 24 hours after the deadline for submission of bids.

		r
Name	PCI Striping - WGJ Enterprises, Inc	Type of Work Striping
Address	975 W. 1sr Street	
City	Azusa, CA	Dollar Value of Subcontract \$ 91,600
Phone No.	562-218-0504	
License No.	415490	DIR Registration No. 100005687
Name	Parement Recycling Systems	Type of Work Asphalt Willing
Address	10240 San Servine Way	
City	Jurupa Valley, CA 91752	Dollar Value of Subcontract \$ 94, 400
Phone No.	951-682-1094	10000777/3
License No.	569352	DIR Registration No. 1000003363
Name (oniffith Company	Type of Work Asphalt Paving
Address	12200 Bloomfield Avre	
City	Santa Fe Springs, CA 90670	Dollar Value of Subcontract \$ 918; 975
Phone No.	562-929-1128	1 0 0 4 0 0 5 - / 11
License No.	88	DIR Registration No. 1000005611
Name	Penhall	Type of Work <u>Grooving</u>
Address	PO Box 842911	
City	105 Angeles, CA 90084	Dollar Value of Subcontract \$ 73, 353
Phone No.	714-712-6450	,
License No.	568673	DIR Registration No. 1000000 660
Name	Landmork Surveying Solutions	Type of Work Survey
Address	7231 Boulder Dove #538	
City	Highland, CA 92346	Dollar Value of Subcontract \$ 94,975
Phone No.	909-863-9044	10000011711
License No.	LS 5439	DIR Registration No

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

THE SHEDIOLEHOU GOODS OF	/•		
1 1 - 1 - 2 Care	Vellutini Corporation dba	² , the party making the foregoing bid	
i am the <u>VVQ 1000</u>	Of Royal Electric Company	, the party making the foregoing bid	•
The bid is not made it company, association, or sham. The bidder has not false or sham bid. The lagreed with any bidder or bidder has not in any maconference with anyone overhead, profit, or cost econtained in the bid are to price or any breakdown the thereto, to any corporation	in the interest of, or on behanganization, or corporation, of directly or indirectly inducted bidder has not directly or in a samer, directly or indirectly, to fix the bid price of the blement of the bid price, or one. The bidder has not, directly, or the contents there in, partnership, company assereof to effectuate a collusive	alf of, any undisclosed person, partners. The bid is genuine and not collusive ced or solicited any other bidder to put indirectly colluded, conspired, connived sham bid, or to refrain from bidding., sought by agreement, communication bidder or any other bidder, or to fix of that of any other bidder. All statemedirectly or indirectly, submitted his or her beof, or divulged information or data related sociation, organization, bid depository, or we or sham bid, and has not paid, and	ship, e or in a d, or The The an, or any ents bid ative
partnership, joint venture	, limited liability company, that he or she has full p	ehalf of a bidder that is a corporat , limited liability partnership, or any of power to execute, and does execute,	ther
I declare under penal	ly of perjury under the laws	of the State of California that the forego	oing
is true and correct and tha	t this declaration is execute	ed on <u>March 15, 2023</u> [Da	ıte],
at Sacramento	[City], California	[State].	

The undersigned declares:

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

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

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

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

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies:

a. Certification Regarding Debarment and Suspension (Non-Procurement) - Title 2 CFR Part 180 & Title 2 CFR Part 1200

The contract agreement that ultimately results from this solicitation is a "covered transaction" as defined by Title 2 CFR Part 180. Bidder must certify at the time they submit their proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction. The bidder with the successful bid further agrees to comply with Title 2 CFR Part 1200 and Title 2 CFR Part 180, Subpart C by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction".

b. Certification Regarding Debarment and Suspension (Non-Procurement) - Title 2 CFR Part 1200 and Title 2 CFR Part 180, Subpart C

The successful bidder by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction" must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder shall accomplish this by:

- i. Checking the System for Award Management at website: http://www.sem.gov
- ii. Collecting a certification statement similar to paragraph a.
- III. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that an Individual falled to tell a higher tier that they were excluded or disqualified at the time they entered the covered transaction with that person, the FAA may pursue any available remedy, including suspension and debarment.

Reference

Title 2 CFR Part 180 (Subpart C)
Title 2 CFR Part 1200
DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility

Revised 5/14/13

	Eric Geraner II Vice	President
	(Name and Title of Signer)	
CLV		3/15/22
	Signature	Date
Company Name_	Vellutini Corporation dha Royal Electric Company	7. 400 300 300
Business Address	8481 Carbide Court	
-	Sacramento, CA 95828	

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

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

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

- 14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employes(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
- 15. Check whether or not a continuation sheet(s) is attached.
- 16. The certifying official shall sign and date the form, print his/her name title and telephone number.

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

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

1		Federal Action: 3. Report Type:													
	The at a gent mit the state of a	The state of the s													
	a. contract a. bid/offen														
1	b. initial aw														
ì	6. cooperative agreement c, post-awar d, lian	u For Material Change Only:													
	e. loss guarantes	Act water at current of the contact													
	f. loan hysurance	date of last report													
4.	Name and Address of Reporting Entity	5. If Reporting Entity in No. 4 is Subawardee,													
		Buter Name and Address of Prime:													
	Prime Subawardee														
}	Tier, if known														
	· · · · · · · · · · · · · · · · · · ·														
	Congressional District, is known	Congressional District, if known													
6.	Federal Department/Agency:	7. Federal Program Name/Description:													
		CFDA Number, if applicable													
8.	Federal Action Number, if known:	9. Award Amount, if known:													
	•	·													
44	- N	# W. W. W. D.													
10.	a. Name and Address of Lobby Eatity (If individual, last name, first name, MI)	b. Individuals Performing Services (including address if different from No. 10a)													
	for occurs a concessed orders we assumed stocks state south 1489)	(last name, first name, MI)													
	(attach Continuation S	Shooting if necessary)													
11.	·	13. (1 ype of Payment (check all that apply)													
201	S sound planned	a, retainer													
	a same pranted	b. one-time fee													
12.	Form of Payment (check all that apply):	c. grannission													
	a. cash	d. chuttingent fee													
	b. in-kind; specify: nature	o defensal													
	value	f. other, becify													
14.	Brief Description of Services Performed or to be per	formed and Date(s) of Schwice, including													
	officer(s), employee(s), or member(s) contacted, for	Payment Indicated in Itam 11:													
	(attach Continuation	n Sheet(s) if necessary)													
15.	Continuation Sheet(s) attached: Yes	No T													
	Information requested through this form is sutherized by Title														
工物中	31 U.S.C. Section 1352. This disclosure of lobbying reliance	Signature: N/A													
	was placed by the tier above when his transaction was made or														
	entered into. This disclosure is required prevuent to 31 U.S.C. 1352. This information will be reported to Congress	Print Name:													
	somiannually and will be available for public inspection. Any	Title:													
	person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than	· · · · · · · · · · · · · · · · · · ·													
	\$100,000 for each such fallure.	Telephone No.: Date:													
		Authorized for Local Reproduction													
Fed	eral Use Only:	Standard Form - LLL													

Standard Form LLL Rev. 09-12-97

WORKERS' COMPENSATION CERTIFICATION

In accordance with California Labor Code Sections 1860 and 3700, I certify that I am aware of the provisions of Section 3700 which requires every employer to be Insured against liability for worker's compensation or to undertake self-insurance in accordance with said provisions before commencing the performance of the Work of this contract.

Contractor's Name: Vellutini Corporation dba Royal Electric Company
Signature of Contractor, or a corporate officer of Contractor, or a general partner of Contractor
Title: Vice President
Date: 3(15(20)2

INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

To comply with Labor Code Sec. 2810, Contractor shall complete and submit this Information Sheet which shall be incorporated into and be a part of the Contract:

	kers' Compensation Insurance:	
A.	Policy Number: MWC31171622	
В.	Name of Insurer (NOT Broker): Old Republic Insurance	
C.	Address of Insurer: 445 South Moorland Road Suite 300, WI 53005	
D.	Telephone Number of Insurer: 312-346-8100	-
	vehicles owned by Contractor and used in performing work under this tract:	
A.	VIN (Vehicle Identification Number): See Attached	
В.	Automobile Liability Insurance Policy Number: MWTB31171822	wither
C.	Name of Insurer (NOT Broker): Old Republic Insurance	
D.	Address of Insurer: 445 South Moorland Road Suite 300, WI 53005	-
E.	Telephone Number of Insurer: 312-346-8100	
Addı	ress of Property used to house workers on this Contract, if any:	
-		
Estir	mated total number of workers to be employed on this Contract:	_ <
		-
Estir	mated total number of workers to be employed on this Contract: 40 mated total wages to be paid those workers: #1,500,000 es (or schedule) when those wages will be paid: Weekly	- < -
Estir Date	mated total wages to be paid those workers: #1,500,000	_ \

CERTIFICATION OF COMPLIANCE WITH THE EQUAL BENEFITS ORDINANCE

Section 1. CONTRACTOR/VENDOR INFORMATION

	Vellutini Corporation dba Royal Electric Co	Federal Tax ID No.:
Addre	8481 Carbide Court	
City:	Sacramento	State: CA ZIP: 95828
Conta	ct Person: Jenn Layton	Telephone: 916-226-2100
Email:	jennl@royalelect.com	Fax: 916-226-2100
Sectio	n 2. COMPLIANCE QUESTIONS	
A.	The EBO is inapplicable to this Corhas no employees. Yes X	ntract because the Contractor/Vendor No
B.	Does your company provide (or expense) any employee benefits? _	make available at the employees' X YesNo
	(If "yes," proceed to Question C. If "does not apply to you.)	no," proceed to section 5, as the EBO
C.	Does your company provide (or expense) any benefits to the spouse	make available at the employees' of an employee?
	X YesNo	
D.	Does your company provide (or expense) any benefits to the domest	make available at the employees' ic partner of an employee?
	proceed to section 5, as the EBO is answered "yes" to both Questions (rered "no" to both questions C and D, not applicable to this contract. If you C and D, please continue to Question ion C and "no" to Question D, please
posted STEP Council II		o the spouse of an employee identical the domestic partner of an employee?
	(If "yes," proceed to section 4, as yo "no," continue to section 3.)	ou are in compliance with the EBO. If

Section 3. PROVISIONAL COMPLIANCE

A. Contractor/Vendor is not in compliance with the EBO now but will comply by the following date:									
By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/Vendor submits evidence of taking reasonable measures to comply with the EBO; or									
At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or									
Upon expiration of the contractor's current collective bargaining agreement(s).									
B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)									
Yes No									
Section 4. REQUIRED DOCUMENTATION									
At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.									
Section 5. CERTIFICATION									
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract or purchase order with the City.									
/ 1/ / / 4									
Executed this 16 day of March, 20 22, at Sarramente CA									
Name: Esic Gusdage El Signature: Signature: Federal Tax ID No.:									
Title: Vice ffysidant Federal Tax ID No.:									

EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance of the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, membership and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used if where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances:

1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/Vendor submits evidence of taking reasonable measures to comply with the EBO; or

- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/Vendor's infrastructure, not to exceed three months; or
- 3) Upon expiration of the Contractor's current collective bargaining agreement(s).

Compliance with the EBO

If a Contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has falled to comply with the EBO, the Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Business Entltv Na	ime: V	ellutini Corpor	ration dba Royal	l Electric	: Company
Signature:			क्ष्मानक सम्पन्नकार संस्था गाँउ क्रमीसिंग । - (g) । । । । ।	Date:_	3/15/22
Printed Name:	_	Merc.	Gardous	Title:	Vice President

CERTIFICATION OF NONSEGREGATED FACILITIES

The federally-assisted construction contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

Certification - The information above is true and complete to the best of my knowledge and bellef.

\triangle	Ene Gardner II Vice	President
	(Name and Title of Signer)	
V. 1		3/15/22
	Signature	Date
Company Name	Vellutini Corporation dba Royal Electric Compa	ny
Business Address	8481 Carbide Court	
t	Sacramento, CA 95828	

TRADE RESTRICTION CLAUSE

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not produced any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowlngly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18. United States Code, Section 1001.

	Gir Garde		Vice President	
	4	and Title of Sigr	3 /15 lzz	5500000000
	Signature	2 of a service segment	Date	
*				
Company Name	Vellutini Corporation	on dba Royal Elec	ectric Company	en el contrato de la
Business Address	8481 Carbide Cou		WEW / 1/2/2/2/2/3 minutes	
	Sacramento, CA 9)5828	And the second s	n erek 1900

R-7194

Certificate of Buy American Compliance for Manufactured Products

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (<) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
 - a) Only installing steel and manufactured products produced in the United States;
 - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- 2. To faithfully comply with providing U.S. domestic product.
- 3. To furnish U.S. domestic product for any waiver request that the FAA rejects
- 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
 - To the submit to the Owner within 15 calendar days of the bid opening, a formal walver request and required documentation that supports the type of waiver being requested.
 - 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
 - 3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
 - 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Regulred Documentation

Type 3 Walver -- The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the "Item". The required documentation for a Type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.

c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Walver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of walver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using men-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

3/15/22	
Date	Signature
Vellutini Corporation dba Royal Electric Company	Vice President
Company Name	Title

BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART I

The bidder shall list all subcontractors (both DBE and non-DBE) who provided a quote and were selected as a subcontractor on this project in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

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Description of Portion of Work to be Performed	Fax Gross

Page 1

BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART I

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		☐ > \$15 million		City State ZIP
Age of Firm (Yrs.)		< \$15 million	Fax	
		< \$10 million		Address
If YES list DBE #		☐ < \$5 million		
		☐ < \$1 million	Phone	Name
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			nai iims.	the proposal. Photocopy this form for additional illins.

Page 2

BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART II

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

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BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART I

The bidder shall list all subcontractors (both DBE and non-DBE) who provided a quote and were selected as a subcontractor on this project in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Address Name Address NameNameCity State ZIP Name City State ZIP Address **Address** City State ZIP City State ZIP 651 Industrial Blvd. Airport Lighting Systems, INc Grapevine, TX 76051 City, State, ZIP Firm Name/ Address/ Phone Phone Phone Phone Fax Fax817-912-0400 FaxFax Phone/ Fax □ > \$15 million X < \$10 million ☐ < \$5 million ☐ < \$1 million ☐>\$15 million ☐ < \$10 million ☐ < \$1 million ☐ > \$15 million ☐ < \$10 million ☐ < \$5 million ☐ < \$1 million ☐ < \$15 million ☐ < \$5 million \square > \$15 million ☐ < \$15 million ☐ < \$10 million ☐ < \$15 million ☐ < \$5 million ☐ < \$15 million ☐ < \$1 million Receipts Annual Gross Description of Portion of Work to be Performed Materail Supplier If YES list DBE #: Age of Firm (Yrs.) Age of Firm (Yrs.) Age of Firm (Yrs.) If YES list DBE #: If YES list DBE #: Age of Firm (Yrs.) If YES list DBE #: LYES □NO SEA □NO □YES NO Yo YES

Page 1

DBE RACE-NEUTRAL PARTICIPATION LISTING

Bidder/Offeror will complete and submit "DBE Race-Neutral Participation Listing" with the bid/proposal, but no later than 48 hours following bid opening or proposal due date and timeline. Additional sheets may be duplicated as necessary. DBEs must be certified on the date bids/proposals are opened. In the event of no race-neutral DBE Participation Listing" will not be considered in evaluating the bid/proposal or determining award of any contract. participation, Bidder/Offeror will mark "None" under the column entitled "DBE Firm Name.") The DBE information and content provided under "DBE Race-Neutral

DBE Firm Name*: Airport Lighting Systems, Inc	Provide Complete Description of Work to be Performed:	Vork to be Performed:	
Business Address: 651 Industrial Blvd Grapevine, TX 76051			
Contact Person: Courtney Denny	Airport Lighting Supplier		· · · · · · · · · · · · · · · · · · ·
Telephone: 817-912-0400			
Email: cd@airportlighting.com	Check Appropriate Box Describing: Subcontractor/Supplier Activity:	: Subcontractor/Supplier Activity:	
DBE Certification No.: 39521	☐ Subcontractor (100%)	☐ Manufacturer (100%)	□ Broker
Subcontract Amount: 937,963.00	凶 Supplier (60%)	☐ Regular Dealer (60%)	□ Trucker
DBE Firm Name*: Landmark Surveying Solution, Inc	Provide Complete Description of Work to be Performed:	Vork to be Performed:	
Business Address: 72312 Boulder Ave. #538 Highland CA 92346			
Contact Person: Janet Nakada	ourveying service		
Telephone: 909-863-9044			
Email: info@landmark-ss.com	Check Appropriate Box Describing: Subcontractor/Supplier Activity:	: Subcontractor/Supplier Activity:	
DBE Certification No.: 39880	Subcontractor (100%)	☐ Manufacturer (100%)	□ Broker
Subcontract Amount: 94,975.00	☐ Supplier (60%)	☐ Regular Dealer (60%)	☐ Trucker
DBE Firm Name*:	Provide Complete Description of Work to be Performed:	Vork to be Performed:	
Business Address:			
Contact Person:			
Telephone:			
Email:	Check Appropriate Box Describing: Subcontractor/Supplier Activity:	: Subcontractor/Supplier Activity:	
DBE Certification No.:	☐ Subcontractor (100%)	☐ Manufacturer (100%)	□ Broker
Subcontract Amount:	Supplier (60%)	Regular Dealer (60%)	Trucker

Page 1

R-7194

DBE RACE-NEUTRAL PARTICIPATION LISTING

and timeline. Additional sheets may be duplicated as necessary. DBEs must be certified on the date bids/proposals are opened. In the event of no race-neutral DBE Bidder/Offeror will complete and submit "DBE Race-Neutral Participation Listing" with the bid/proposal, but no later than 48 hours following bid opening or proposal due date Participation Listing" will not be considered in evaluating the bid/proposal or determining award of any contract. participation, Bidder/Offeror will mark "None" under the column entitled "DBE Firm Name.") The DBE information and content provided under "DBE Race-Neutral

	WHITE THE PROPERTY OF THE PROP
DBE Firm Name*:	Provide Complete Description of Work to be Performed:
Business Address:	
Contact Person:	
Telephone:	
Email:	Check Appropriate Box Describing: Subcontractor/Supplier Activity:
DBE Certification No.:	☐ Subcontractor (100%) ☐ Manufacturer (100%) ☐ Broker
Subcontract Amount:	☐ Supplier (60%) ☐ Regular Dealer (60%) ☐ Trucker
Bidder/Offeror: Vellutini Corporation dba Royal Electric Company	Contact Name: Randy Sondreal
Business Address: 8481 Carbide Court Sacramento CA 95828	Title: Sr. Estimator
Phone: 916-226-2100	Email: randys@royalelect.com
Total Bid Amount: 6.739,739	
ticipation Value	DBE Race-Neutral Participation Dollar (\$) Value:
(% of Total Bid Value): $\gamma_* 75$ Mark "NONE" if no DBEs will be utilized.	% Mark "NONE" if no DBEs will be utilized.
Signature of Authorized Representative	Printed Name
03/21/2022	Executive Vice President
Date	Title

<u>IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT</u>

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform faciliting (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 22:03(a)). A bidder who "engages in investment activities in Iran" is defined as either:

- A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tenkers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- 2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is not identified on the DGS list of ineligible businesses or persons and that the bidder is not engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false cartifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made: contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tex Registration Certificate (BRTC) if available, in completing <u>CINE</u> of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, cartify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below is not on the current DGS list of persons engaged in investment activities in iran and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

Vendor Name/Insuce Institution Vellutini Corporation dba Ra	orinteli) yal Elekria Compuny	ETRC (GF n/s)	يستيستمان (1914-1919) والمحاورة المحاورة المحاور
By (Authorized Signature)	(2)		THE PROPERTY OF STREET
Print Name and Title of Paraco Sign	Esi. Garares	II Vice President	ja"
Date Executed City Approval ((liginaturo) (l	Yini iyame)	-

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Vende Head/Inen	ole! Institution (printed)	&TRO (or n/s)				
	Ey (Authorized Signature)					
Print Name end Titl		A STATE OF THE STA				
Date Executed	Cay Approvel (6/2014/ure)	(Print Hame)				

Contractor directs the City's attention to Continuous Bidder's Bond (CBB) #n/s	_CC-LM-C, o
file in the office of the City Clerk of the City of Long Beach. If a CBB is not on file, p	lease accept the
bidder's bond listed below:	

CITY OF LONG BEACH BIDDER'S BOND

AT A B B AT A BOTT CONTROL OF THE STATE OF T
KNOW ALL THOSE BY THESE PRESENTS: That we, VELLUTINI CORPORATION DBA ROYAL ELECTRIC COMPANY
, as Principal, and LIBERTY MUTUAL INSURANCE COMPANY
, a corporation, organized and existing under and by virtue of the laws of the State of
Massachusetts , with its principal place of business in the City of Boston
, State of Messachusetts , with a paid up capital of not less
than Two Hundred Fifty Thousand Dollars (\$250,000.00), incorporated, as aforesaid, for the purpose
of making, guaranteeing or becoming a surety upon bonds and undertakings required or authorized
by law, and having heretofore complied with all of the requirements of the law of the State of
California regulating the formation or admission of such corporation to transact business in this
State, as Surety, are held firmly bound unto the City of Long Beach, a municipal corporation,
organized under the laws of the State of California, and situated in the County of Los Angeles, in the
sum of TEN PERCENT (10%) OF AMOUNT BID** Dollars (\$ **10%**)
lawful money of the United States of America, for the payment whereof the Principal and sureties
bind themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.
severally; mining by allow processes.
The condition of the above obligation is such that: Rehabilitate Runway 12-30 Lighting
of goods, materials, equipment or supplies, or for the furnishings of services, materials, supplies, labor and performing work, all as specified in the Specifications, notice inviting bids, and bid is awarded to the Principal, and if Principal shall execute and submit all contract documents and insurance within fifteen (15) calendar days after delivery of them to Principal, and if Principal shall, in connection with said contract, furnish and deliver to the City of Long Beach a good and sufficient faithful performance bond, if required in the notice inviting bids, and a good and sufficient labor and material (payment) bond, if required in the notice inviting bids, with Surety or Sureties, then this obligation shall be void; otherwise it shall remain in full force and effect. VELLUTINI ORPORAL ELECTRIC COMPANY
Principal End Candrage III
Vice Prosident
LIBERTY MUTUAL INSURANCE COMPANY
- Semuler Forer
Surahy Jereter Lover Atomey-in-Fact

The bond shall be signed by both parties and all signatures shall be notarized.

USE OF A NON-CITY OF LONG BEACH BID BOND MAY BE CAUSE FOR REJECTION

Ph Wana

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

ı

State of California

County of Sacramento	}
On March 15. 2022 before me,	Carol L. Whaley, Notary Public
personally appeared Eric Gardner II	
	factory evidence to be the person(s) whose
	instrument and acknowledged to me that
	ner/their authorized capacity(les), and that by
	nent the person(e), or the entity upon behalf of
which the person(s) acted, executed th	
and the person(s) below, exceeded the	e ilien dilicut.
I certify under PENALTY OF PERJURY	Y under the laws of the State of California that
the foregoing paragraph is true and con	rrect.
	CAROLL, WHALEY
WITNESS my hand and official seal.	Notery Public - California
Tittleso my hand and oniolal seal.	Secremento County & Commission # 2353728
	My Commi. Expires Apr 5, 2029
Languel pic	the said the
Notary Public Signature (N	otery Public Seal)
***************************************	DIGONALICATION CONTRACTOR TO THE PARTY OF TH
ADDITIONAL OPTIONAL INFORMAT	INSTRUCTIONS FOR COMPLETING THIS FORM This form complies with current California statutes regarding notary wording and,
DESCRIPTION OF THE ATTACHED DOCUMENT	if needed, should be completed and attached to the document. Acknowledowents
	from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary
	law.
(This or description of attached document)	State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
(Title or description of attached document continued)	 Date of notarization must be the date that the signer(s) personally appeared which
	must also be the same date the acknowledgment is completed. The notary public must print his or har name as it appears within his or her
Number of Pages 1 Document Date	commission followed by a comma and then your title (notary mublic).
A contract of the contract of	Print the name(s) of document signer(s) who personally appear at the time of notarization.
CAPACITY CLAIMED BY THE SIGNER	* Indicate the correct singular or plural forms by crossing off incorrect forms (i.e.
☐ individual (s)	he/sho/they, is /ere) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
☑ Corporate Officer	The notary seal impression must be clear and photographically reproducible.
Vice President	Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
(Title) □ Partner(s)	 Signature of the notary public must match the signature on file with the office of
☐ Attorney-In-Fact	the county clerk. Additional information is not required but could help to ensure this
☐ Trustee(s)	acknowledgment is not misused or attached to a different document.
Other Other	Indicate title or type of attached document, number of pages and date.

Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officor, indicate the title (i.e. CBO, CFO, Secretary).

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 fruthfulness, accuracy, or validity of that document.

	f California of San Joaquin			
On	Merch 9, 2022	before me,	Ka (insert na	ren Amin, Notery Public ame and title of the officer)
person	ally appeared	Jei	mifer Loper	
subscri fils/her/ person	bed to the within instra 1993 authorized capac (6), or the entity upon	ument and acknowle city(168), and that by behalf of which the p PERJURY under the	dged to me RR/her/KKS/ erson(6) ac	the person(8) whose name(8) is/298 that HE/she/1969 executed the same in it signature(6) on the instrument the sted, executed the instrument. State of California that the foregoing
WITNE	SS my hand and offic	iai seal.		KAREN AMIN COMM. #2260462 NOTARY PUBLIC - CALIFORNIA 8
Signatu	ire		(See))	Example Express DEC 8, 2022



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8197947 - 989440

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casually insurance Company is a corporation duly organized under the laws of the State of New Hampehire, that Liberty Mutual insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively cased the "Companies"), pursuant to end by authority herein set forth, does hereby name, constitute and appoint. Daniel M.

The state of the s					and the state of t		
ell of the city of execute, seel, acknowledge a of these presents and shall i persons.	Lodi and deliver, for en be as binding upo	atule of d on its behalf as au on the Conquentes a	CA rety and as its act s if they have bee	and deed, any and all i	If there be more than one nan ndertakings, bonds, recognize resident and attested by the s	nose and other surely obliga	done, in pureuence
IN WITNESS WHEREOF, the Engreto this 8th day of			lbed by an authori	zed officer or official of	the Companies and the corpo	rats saals of the Companies	heve been affiliated
		812 C	1919	1991	Liberty Mutual Insuran The Ohio Gasuelly Ins West American Insura Bly: Devid M. Carey, Assist	urence Company nce Company	į
State of PENNSYLVANIA County of MONTGOMERY							e (* e e e e e e e e e e e e e e e e e e
	y Company, and	West American Insu	sence Company, a	and that his, is such, b	knowledged inimaelf to be the a eing authorized so to do, exam		
IN WITNESS WHEREOF, I h	ave hereunto sub	scribed my name en	d efficed my notes!	iel seel et King of Pruss	la, Pennsylvania, on the day a	d year first above written.	
	general control of the control of th	OF PAS	Teresa Ps Upper Marion T My Commission	LTH OF PENNSYLVANIA triaris! Suel stelle, Notsry Public up., Montgamery County n Expired March 28, 2021 spring March 28, 2021	By: Toresa Perisda, Notar		
This Power of Alicency is m Insurance Company, and We Alicency E.M., OFFICE	et American Insur	ance Company which			d Authorizations of The Ohlo of realing as follows:	Cesually insurance Compa	ny, Liberty Mutuel

provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company extractized for that purpose in writing by the chalman or the precident, and embject to such limitations as the chalman or the precident, and embject to such limitations as the chalman or the precident, and embject to such limitations as the chalman or the precident, and embject to the limitations are country, each entropy-in-fact, as may be necessary to act in behalf of the Company to make, execute, each extrawelded and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attornsys-in-fact subject to the limitations are forth in their respective powers of attorney, shalf have tall power to bind the Company by their eignature and execution of any such instruments and to stach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may preceibe, shall appoint such attempts—in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seel, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attempts—in-fact, subject to the limitations sat forth in their respective reviews of attempts, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attempt the usel of the Corporation. When so executed, such instruments shall be as binding as if signated by the President and attested to by the Secretary. Any power or authority granted to any representative or attempts—in-fact under the

Certificate of Designation - The President of the Company, acting pursuant to the Bylever of the Company, authorized David M. Carey, Assistant Secretary to appoint such attempts to a second providing and deliver as surely any and all undertakings, bonds, recognizances and other surely obligations.

Authorization — By unanimous consent of the Company's Board of Directors, the Company consents that facetails or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shell be valid and binding upon the Company with the same force and affect as though manually affixed.

I, Renee C, Llewellyn, the undersigned, Assistant Secretary, The Ohio Cazualty insurance Company, Liberty Mutual Insurance Company, and West American insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revolved.

IN TESTIMONY WHEREOF, I have hereunto set my hend end affixed the seels of seld Companies this 9th day of March , 2022







By: Kenil : ja 3 in a



Victor Arrigo

Regional Manager



EDUCATION, CERTIFICATIONS & TRAINING

CSU Long Beach - Construction Management, B.S. 1992
Confined Space Awareness, OSHA 10 & 30 Hour, NFPA 70E Qualified Person, and Trenching-Shoring Safety Competent

EXPERIENCE

2003 - Royal Electric Company

Present Regional Manager, Division Manager

EXPERTISE

Victor's career has been marked by a project emphasis in heavy civil construction, including roadways, bridges, channels and airfields. Before joining Royal, he worked as a general contractor from 1992 to 2003. His experience from that time helps him understand the needs of Royals GC partners and supports his ability to manage prime contracts. He has substantial experience in airport work, with a multitude of projects at LAX, and is responsible for the project management and building relationships with our clients throughout the construction industry.

REPRESENTATIVE PROJECT EXPERIENCE WITH ROYAL ELECTRIC:

Owner	Project	Type	Year
Los Angeles Int'l Airport	MSC EFSO Fuel	Subcontract	2021
AMTRAK	LA Yard Generator	Prime Contract	2021
Ontario Int'i Airport	Runway 26R Touchdown Zone Lights	Prime Contract	2021
Ontario Int'i Airport	Taxiway S Rehabilitation	Subcontract	2021
Los Angeles Int'i Airport	Delta Maintenance Hanger	Subcontract	2020
Van Nuys Airport	Taxiway B Rehabilitation	Subcontract	2020
Dallas Fort Worth Int'l Airport	NE End Around Taxiway	Subcontract	2019
Los Angeles Int'l Airport	SAAB Aerobahn	Subcontract	2019
Palm Springs Int'l Airport	Airfield Lighting	Prime Contract	2018
Long Beach Airport	Runway 7R-25L	Subcontract	2018
Los Angeles Int'l Airport	Runway 25R Reconstruction	Subcontract	2018
Los Angeles Int'l Airport	Taxiway T	Subcontract	2018
Los Angeles Int'l Airport	Mid Field Crusher	Subcontract	2017
Los Angeles Int'l Airport	MSC - Electrical Service Plan	Subcontract	2017
Los Angeles Int'l Airport	West Alroraft Maintenance Area	Subcontract	2016
Los Angeles Int'il Airport	25R Safety Area Improvements	Subcontract	2016
Los Angeles Int'l Airport	Qantas Hanger Demolition	Subcontract	2016

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Chris Bayne

Project Manager



EDUCATION, CERTIFICATIONS & TRAINING

CSU Long Beach - Manufacturing Engineering Technology, B.S. 2005
Confined Space Awareness, CONKIT FAA L 823 Style 3 and 10, CAD Welding,
First Ald CPR, Fall Protection, OSHA 10 & 30 Hour, Silica Safety Awareness,
Storm Water Prevention, and Trenching-Shoring Safety Competent

EXPERIENCE

2004 -

Royal Electric Company

Present

Project Manager, Project Engineer

EXPERTISE

Chris has over 17 years of experience in the electrical construction industry, with an emphasis in traffic operation systems, fiber optic cabling, and airport construction.

REPRESENTATIVE PROJECT EXPERIENCE WITH ROYAL ELECTRIC

Project	Description	Туре	Year
Jackson Hole Airport	Runway 1-19	Subcontract	2022
Ontario Int'i Airport	Runway 26R Touchdown Zone Lights	Prime Contract	2021
Ontario Int'l Airport	Taxiway S Rehabilitation	Subcontract	2021
Mojave Air & Space Port	Taxiway C Rehab	Subcontract	2021
Meadows Field Airport	Taxiway A	Subcontract	2021
Hollywood Burbank Alrport	Service Repairs	Subcontract	2021
Los Angeles Int'l Airport	SAAP & Enabling	Subcontract	2021
Van Nuys Airport	Taxiway A Rehabilitation	Subcontract	2020
Long Beach Airport	Taxiway C	Subcontract	2020
Hollywood Burbank Alrport	ILS & F80 Signage	Prime Contract	2020
Hollywood Burbank Airport	Taxiway C & D	Subcontract	2019
Ontario Int'l Airport	Taxiway S Rehabilitation	Subcontract	2019
Long Angeles Int'l Airport	Runway 25R Reconstruction	Subcontract	2018
Palm Springs Int'l Airport	Airfield Lighting	Prime Contract	2018
Los Angeles Int'i Airport	Taxiway T	Subcontract	2018
Los Angeles Int'l Airport	MSC - Fuel for SE Pipeline	Subcontract	2017
Los Angeles Int'i Airport	MSC - Electrical Service Plan	Subcontract	2017
Los Angeles Int'l Airport	25L Safety Area Improvements	Subcontract	2016
Los Angeles Int'l Airport	West Aircraft Maintenance Area	Subcontract	2016

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Jerry Locanas

General Superintendent



EDUCATION, CERTIFICATIONS & TRAINING

Aerial Lift, CAT 5/6 Installation, Confined Space Competent Person, CONKIT FAA L 823 Style 3 & 10, Data/Fiber Optic Installation, Licensed Journeyman Electrician, CAD Welding, EM 385 Corps of Engineers Safety Training, First Ald CPR, Fall Protection, Grounding & Bonding, HAZCOM, Heat Illness Prevention, CAL OSHA 8, OSHA 10 & 30 Hour, NFPA Qualified Person, Silica Safety Awareness, and Trenching-Shoring Competent Person

EXPERIENCE

1999 -

Royal Electric Company

Present

General Superintendent, Superintendent, Foreman

EXPERTISE

Jerry started his career as an electrical apprentice working in commercial service for corporations, manufacturing facilities, office buildings and light industrial projects. He later became a foreman and worked on clinics, hospitals, fast food chains, high schools, heavy industry, vertical, and tilt ups before joining Royal. In the last 20+ years at Royal, Jerry has become an expert airfield electrician, foremen and superintendent. Now, as the General Superintendent for our Southern California region, Jerry believes in supporting his crews by providing mentoring, resources, an ally when facing tough situations, and frequently a good story or laugh.

REPRESENTATIVE PROJECT EXPERIENCE WITH ROYAL ELECTRIC:

Owner	Project	Type	Year
Van Nuys Airport	Runway 16-34	Spicontract	2022
Ontario Int'i Airport	Runway 26R Touchdown Zone Lights	Prime Contract	2021
Ontario Int'i Airport	Taxlway S Rehabilitation	Subcontract	2021
Los Angeles Int'l	SAAP & Enabling	Subcontract	2021
AMTRAK	LA Yard Generator	Prime Contract	2021
Los Angeles Int'l Airport	MSC EFSO Fuel	Subcontract	2021
Van Nuys Airport	Taxiway B Rehabilitation	Subcontract	2020
Long Beach Airport	Taxiway C	Subcontract	2020
March Air Reserve Base	Taxiway A & C	Subcontract	2020
Los Angeles Int'l Airport	Delta Maintenance Hanger	Subcontract	2019
Long Beach Airport	Charging Station	Subcontract	2019
Los Angeles Int'i Airport	Runway 25R Reconstruction	Subcontract	2016
Los Angeles Int'l Airport	Taxiway T	Subcontract	2018
Los Angeles Int'l Airport	MSC - Fuel for SE Pipeline	Subcontract	2017

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Board of Certified Safety Professionals

upon the recommendation of the Board of Certified Safety Professionals, by virtue of the authority vested in it, has conferred on

Jerry Vic Locanas

the credential of

Safety Trained Supervisor Construction

the required examination so long as this credential is not suspended or revoked and has granted the title as evidence of meeting the qualifications and passing and is renewed annually and meets all recertification requirements.

Board President

Christy Use

Board Secretary



February 23, 2018

Date Issued

STSC-21861

Credential Number



As of
Date
THE
0/2022

221,168	247,432	Aug-21		Mar-21	7835	≫	GOLDEN GATE CONSTRUCTORS	Ç		SFO TWY DUT PHI PRE-PROC	3C-136	>	
311,086	374,411	Compresed	Feb-22	Jul-21	160%	B	COFFMAN SPECIALTIES, INC.	Š	TRAVIS	TRAVIS AFB TW A & B	JU312	➣	شم شم
518,543	#20,00h	12-40h		May 21	100%	2000	AMES CONSTRUCTION INC	5	SALT LAKE CITY	SLC AIRPORT TWY G CENTER	A1310	,	tú
562,122	663,663	Mar-22		0d-21	%B	➣	CITY OF RIO VISTA	ς	RIO VISTA	RIO VISTA AIRPORT	A1321	*	Ħ
710,657	725,725	Mary 22		No. 12	100%	Þ	GRIFFITH COMPANY	S	ONTARIO	ONTARIO TW S REHAB	A1278	Þ	ü
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739,500	202/06/	Completed	7F-26		15%	Þ	SHANK N BANK DESIGN	¥	PORT LAVACA	SHANK & BANK AIRPORT	AJECA	1 00	
782,803	777,777	Jul-22		°∟ /-22	16%	Þ	COUNTY OF SACRAMENTO	ς	SACRAMENTO	SWAF REPLACE BEACON SLADDE	A1317	>	ដ
381,248	221,742	Completed	Nov-21		9%	Þ	SKANSKA USA BUILDING INC	ç	LOS ANGELES	TAXILANE C12-C13 RELOCAT	A1326	Þ	Li.
975,508	738,529	S.		Feb-20	100%	_	MOCIELLAN AIRFIELD	ç	MOCIFICAN	MCCLEILAN	A1271	Þ	
1,093 685	016'016	£1114-21		Dec-20	100%	»	GRIFFITH COMPANY	S		LONG BEACH TWY B FUTURE E	A1299	>	ដ
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1,120,727	696 696	Jul-21		00-20	100%	>	GRIFFITH COMPANY	ς	BAKERSFIELD	MEADOWS FIELD TW A	M	3	ti
1,163,177	1,125,185	00:-21		Mar-21	92%	Þ	TEICHERT CONSTRUCTION	ç	MONTEREY	MONTEREY NORTH APRON	A1307	>	Ľ
1382,721	1,164,164	Se: 22		Dec-20	7636	>	KIEWIT WESTERN CO.	8	KLAMATH FALLS	MNGSLEY FIELD REPAIR	A1296	>	물
1,405,271	285/288	Jul-21		K W.M	3636	≫	KNIFE RIVER CONSTRUCTION	ç	8	CHO TWY APH 2	A1301	3 00	1
1,408,139	2,477,477	Dec-24		Nov-21	0	>	SULLY-MILLER CONTRACTING CO.	S	VAN MUYS	VAN NUS RW 16-34	A1315	>	ţ.
1 440,522	ESE ESE I	ભાર 21		Mar-21	100%	Book	GRANNTE CONSTRUCTION CO	ç	MOJAYE	MOJAVE AIRPORT TW CREHAB	A1282	30	w
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642,642	1,642,642				Q#,) e	BASS ELECTRIC	δ	SAN FRANCISCO	SFO ONCALL REPAIR SERVICE	A1311)	jesh jesh
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2,210,741	2,210,741	Com letted	Jan-22	Jan-22	38/SE)	GOLDEN GATE CONSTRUCTORS	ç	SAN FRANCISCO	SFO TWY D&T PH 2 PRE-PROC	A1323	Þ	Þ
2,500,582	2,842,651	Od-21		10-20	%CO1	»	GRANITE CONSTRUCTION CO	Ş	SUM NEW	VAN NUYS TWY A REHAB	A1302	m	ដ
2,757,273	1,969,173	Ser 18		Jun-17	100%	≫	S E PIPE LINE CONSTRUCTION	ç	LOS ANGELES	LAX MSC EFSO FUEL	A1220	»	ដៅ
3,037,360	2,555,555	Oct-21		Feb-21	37.50	A	ONTARIO AIRPORT AUTHORITY	ζ	ORTANO	ONTARIO RWY 25R TOUCHDWN	A1276)	ដ
3,107,707	3,227,895	Jun-21		Nov-20	36.38	Þ	TEICHERT CONSTRUCTION	ς	PALD ALTO	PALO ALTO RECONS PH III	A1297	Þ	33 3
4,380,275	4575,825	Feb-22		Mar-21	MODI	Þ	DESILVA GATES	Ş	DAKLAND	CARLAND TWY B & V	A1295	≫	ind ind
4,656,606	3,755,256	in 22		Se: 21	No.	Þ	KNIFE RIVER CONSTRUCTION	M	MOSON	JACKSON HOLE RW 1-19	AIBIB	Þ	ᇥ
5,768,877	5,000,000	Nov-21			3770	Þ	COUNTY OF ORLINGE	ç	SANTA ANA	JWA LIGHTING & SIGNAGE	A1288	Þ	ដ
7,066,550	7,372,508	Com. Fetred	164-21	Nov-20	2556	➣	GOLDEN GATE CONSTRUCTORS	Ç	SAN FRANCISCO	SFO TWY 28R PRE-PROCU	AIBOB	Þ	posts posts
8,145,715	7,580,580	Nov-21		Mar-21	19	Þ	ARMY CORPS OF ENGINEERS	Z	GRISSOM ARB	GRISSOM ARB	A1298		ដ
8,782,835	688'888'8	Se. 23		Dec-21	12%	≫	FLATIRON CONSTRUCTORS INC	8	DENVER	DENVER TAXIWAY EE	A1320	Þ	L
387,862,6	8,836,517	A119-21		74.1.2 20	107%	Þ	CLARK CONSTRUCTION	B	LOS ANGELES	LAX RECEIVING STATION X	A1290	jo.	i ii
11,353,253	11,353,253				18	Þ	GOLDEN GATE CONSTRUCTORS	ç	SAN FRANCISCO	SFO D & T PHASE 2	A13Z4	>	<u> </u>
15,2 552	12,715,741	001-21		4pr-20	101%	>	GRIFFITH COMPANY	ç	LOS ANGELES	Lax saap & Enabling	A1279	≫	ដ
15,758,546	37-6 E88 '51	001-22		Mar-21	64% (44%	Þ	FLATIRCAL CONSTRUCTORS INC	X	DALLAS	Dallas ruwway 13r-31l	A1304	Þ	ㅂ
48,714,287	44,475,000	1		AH-21	*1. *	>	SOLUTE GATE CONSTRUCTORS	Ç	SA TRANCISCO	THE THE TANK IN I	JUL P	Þ	:;
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Revised	Original	Estimated	Completed	Start	Percent	\$		r J	7	5 Name	Sob Na	8	Š

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GOLDEN GATE CONSTRUCTORS	GOLDEN GATE CONSTRUCTORS	PAVELECH INC.	Called and Compared As	CALLAGIER & BUXX IXC	GOLDEN GAIL CLINSTRUCTORS	MCGURE AND HISTER	CIT OF LOWG BEACH	BASS ELECTRIC	GOLLEN GALE CLANDINGCIONS	BASS RECIRC	SACCE OF THE SECOND SEC	PACCIFICATION CONTROLLERS	COMPLET CONCERNION	COLUMN OF CONFIDENCE	COTEMAN SPECIAL TIES INC	DESILVA GALES	DESILVA GATES	SULLY-WILLER CONTRACTING CO.	GRANITEROCK	KNIFE RIVER CONSTRUCTION	GRIFFITH COMPANY	SALT LAKE CITY	CITY OF WATSONVILLE	SKANSKA USA BUILDING INC	GRIFFITH COMPANY	GOOGLE	COFFMAN SPECIALTIES, INC.	ALL AMERICAN ASPHALT	CITY OF HEALDSBURG	CITY PART COUNTY OF SHO	EXCEL PAVING COMPANY	GOLDEN GATE CONSTRUCTORS	GRANITE CONSTRUCTION CO	SULLY-MILLER CONTRACTING CO.	GOLDEN GATE CONSTRUCTORS	STAKER PARSON	FLATIRON CONSTRUCTORS INC	BURBANK GLENDALE PASADENA	SALT LAKE CITY	GAILAGHER & BLIEV NO	OFFICE SECTIONS INC		OTTY OF VICALIA	STATES DADSON		FOR OF CARLAND	FLATIRON CONSTRUCTORS INC		Luxontr
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14,066,574	6.537.511	2406,123	21,062,510	18,378,889	444,976	280,322	929,010	129,999	1,953,046	180,843	240,240	237,000	5,652,374	708,785	381,067	3,118,000	297,779	119,677	518,762	759,150	4,472,910	2,173,747	453,854	2.512.378	311,643	13,849,513	5 R S S S S S S S S S S S S S S S S S S	3 134 77)	131,616	3,192,618	119,317	2,306,880	169,999	508.078	2.052.247	2,600,600	711,004	5/C(CSU,2	121/382	3,077,200	460,548	223,694	538,820	338,560	9,005,733	2,370,125	4,944,360		Revised

As of Date:

3/10/2022

(in Spectrum 1999 to Present) Jobs over \$ 100,000

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A1172 A1212 MER A1197 **SELLY** AI 187 MIN A1179 A1169 AIZZ6 ATZIA A1171 A1159 A1729 A1227 A1724 A11 223 A1222 AU219 A1190 ATTES MILE STILL SOCIA A1199 ATTOS A1192 A1183 **A1176** A1173 A1261 AIZ A1Z18 A1215 A1217 **W1209** A1205 A1200 A1195 AIIW A1240 A1237 A1235 222 11136 MERY FOS NO STOCKTON REHABLIGHT & SIG SMF EAST TAXIWAY IMPROVE SAAB LAX AEROBAHN LAX 25R RECONSTRUCTION PALO ALTO AIRPORT APROP CARLAND AIRPORT RWY 12-30 SPO RTR STTE WORK CMTANIO FOIS UPGRADE PALM SPRINGS 13R-31L REHA **NO VISTA AIRPORT** SALT LAKE CITY LIGHT REHA **QANTAS HANGER DEMO** SFO SENSIS RWSL SONOMA AIRPORT APRON REH SAN JOSE INT'L IMPROVAINT BURBANK AIRFELD LIGHTING LAX TBIT REMOVATION LONG BEACH REIL REPLACEMIN SANTA MONICA RWY 3-21 WATSONVILLE AIRPORT PAPI CAKLAND AIRPORT TWY V SALT LAKE OTT RWY 17-35 LONG BEACH PERIMETER SEC FRESHO AIRPORT WEST RAMP LAX WAMA PROJECT OAKLAND AIRPORT RSA IMPRO FEDEX LONG BEACH AIRPORT THACY AIRPORT AWGS III IOHN WAYNE TWY 8 REHAB T ANWINAT XAL PALM SPRINGS AIRFIELD LIG ONTARIO FEDEX GSE MOJAVE RUNWAY 8-26 LIGHT Faa lax zar alsf-z rewire LAX 25L SAFETY AREA MCCARRAN RW7L-25R TW C LIVERMORE RUNWAY 7R-254 TRUCKEE TAHOE AIRPORT MEADOW FIELD 121-30R MODESTO 101-28R RUNWAY LAX QANTAS ENG HANGER LAX 61-24R RSA IMPROVEMNI LAX QANTAS ENABLING SITE TRACY AIRPORT RW 12-30 LAX MIDFIELD CRUSHER MATHER AIRPORT TWY B MEADOWS FIELD 1.2L-30R III LAX 6R-24L RSA IMPROVMNT MEADOWS FIELD 121-30R III HENDERSON SO APRON **Job Nome** PALM SPRINGS RIOVISTA SALT WAE ON **UVERWORE** SAN FRANCISCO SANTA ROSA BAKERSFIELD MODESTO NO WAS BURBANK STOCKTON SANTA MONIC WATSONSWILL NATHER PARTICIPATION SACRAMENTO OAKLAND. SALTIMETER LOS ANGELES LOS ANGELES DAKLAND DING BEACH BAKERSFIELD Z Q SANTA ANA LOS ANGELES PALOALTO LOS ANGELES PALIN SPRING DAKLAND SAN FRANCISCO MOTAVE DS ANGELS THENDERSON LOS ANGELES LAS VEGAS LOS ANGELES LOS ANGELES LOS ANGELES DS ANGELES DRG BEACH LOS ANORIES DNG BEACH OS AMORES RUCKE City g ç ያ ያ SIMIN GRIFFITH COMPANY DYNALECTRIC STAKER PARSON GRIFFITH COMPANY GHILDTTI CONSTRUCTION COMPA GRANTEROOK COUNTY OF SAN JOAQUIN ALL AVAERICAN ASPHALT CITY OF WATSONVILLE GRANITE COMSTRUCTION GRANITE CONSTRUCTION CO GRIFFITH COMPANY PORT OF CAKLAND SULLY-MILLER CONTRACTING CO. GRIFFTH/COFFMAN JV GRIFFITH COMPANY GALLAGHER & BURKING SENSIS CORPORATION GRANITE CONSTRUCTION CITY OF TRACK GRIFFITH COMPANY GRANITE CONSTRUCTION CO DESILVA GATES GRUFFITH COMPANY CITY OF PALM SPRINGS DESILVA GATES GRIFFITH OMPANY CUSA CONSULTING CORP SIERRA NEVADA CONSTRUCTION GRIFFITH COMPANY SALT LAKE OTT DESILVA GATES GREFTIN COMPANY SENSIS CORPORATION SECURITY PAVING CO INC BAY OTTES PAVING & GRADING BASCON INC. COFFMAN SPECIALTIES, INC. BURBANK GLENDALE PASADENA AECOM ENERGY & CONSTRUCTION DESILVA GATES TEICHERT CONSTRUCTION MODAVE AIR AND PORT WELLS GLOBAL AS VEGAS PAVING CORP CHORNE CONSULTING INC CRIFTIH COMPANY LAS VEGAS PAVING CORP TEICHERT CONSTRUCTION TEICHERT CONSTRUCTION /WOOD Customer Status ĕ Correcte Percent 100% 15% io % MADE SAID! 10% NOT. 10% WEST. MOST 700% 100% 3000 100% 103% 100% 100% 100% 100% 100% 193% 100 D 100X 200% 200% TOXX 5 XCOT 5 100% 8 200 1003 88 100% 100% 188 KOOL 8 13 100% Nov-14 May 13 Dec-17 Nov-17 NOV-17 Mar-15 Aug 15 Feb-16 S- 18 May 15 W. 15 204-15 Mar-15 Dec-14 04-17 Dec-17 Feb-17 Dec-16 Nov-15 Jan-18 00:17 Date Jun-15 Jan-15 NOV-14 Au. 15 Aug-16 31-IU Feb-16 Dec-15 Dec-15 04-15 Apr-16 Jun-15 Jan-15 001-14 FEP-14 Apr-19 007-16 Jan-17 A .. 16 Dec-15 Jun-18 Mar-1E Dec-17 Jun-17 Completed Jun-16 Jun-18 Jun-19 Jun-19 Jun-19 Jun-16 Jun-16 71-11V jun-17 14-17 Jun-17 SI-uni Jun-18 107-18 Jun-18 Jun-18 Jun-18 Jun-19 Jun-19 Em-16 JUN-17 Jun-18 Jun-18 MI-uni Jun-19 MP-19 Jun-15 un-16 W-18 Jun-18 14-18 101-1H M-19 Constant (kon Estimated Com; veted Completed Con. 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2022 JOB HISTORY - Completed 2014-2021 (In Spectrum 1999 to Present) Jobe over \$ 100,000

As of Date: 3/10/2022

ran ass	THE PAR		Jun-14	Fr-nei	100%	റ	CUSA CONSULTING CORP	S	MIRAM	SAN YOUNG MAJUSE COOK SETS	74.481	
142,60	141,380	Con linear	Jun-14	Ju l- 13	100%	റ	FALCON BUILDERS & DEVELOPERS,	\$	CION WAY		MA ANT	ĝo ;
139,73	118,458	Completed	Jun-14	Feb-13	100%	n	EXCEL PAYERG COMPANY	? ç	CALL LINE	VAN MINS DAW INSTAIL ATIO	A1150	1 000
204,75	203,620	Completed	•	Apr-13	SKOTE.	ľ		2 5	MERCAN	BURBANK RUNTHAY 32 BCA	A1157))
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437,66	450,560	Completed	- LA		CAN'S) (SECURITY DAVING OO INC	ይ	YAN NOS	VAN NUYS RW 16R REHAB	A1154	>
00 000°T	02010	Contractor		A27.12	5	.		ß	の新聞会	LONG BEACH AIRPORT TW D	A1153	>
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n 600 or	8 333 Rea	Compliance		No10	100%	<u></u>	SENSIS CORPORATION	YN.	LAS VEGAS	SENSIS LAS RWSL STATUS LT	A1125	>
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10 100 80	9 970 242	Comp. Johnson		War-10	KGI	n	FLATIRON CONSTRUCTORS INC	δ	LOS ANGELES	LAX TAXILANES	AILIA	> >
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454.75	102,250	Com: letted		7.14-14	300%	n	ALL AMERICAN ASPHALT	Ş	Crowner	COURT WATER CONTRACTOR	A4474	*
237,78	241,000	Com letted		Jan-14	100%	n	SE FIFE LINE CONSTRUCTION CO	? \$	COURSE CONTRACTOR		A1170	ja
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2022 ROYAL BISCIPAC COMMINANY NASTREE UST - EQUIPMENT & VEHICLES (Softed by Equipment Dode)

Total Carech: 515

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Divis: 2/2/2022

MASTER UST - EQUIPMENT & VEHICLES worked by Lawline mt , oriel

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2022 ROYAL ELECTRIC COMPANY
MASTER LET - EQUIPMENT & VEHICLES
SETTEMB by Equipment Code:

Toksi Count: 515

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MASTER UST - EQUIPMENT & VEHICLES

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2022 ROYAL ELECTRIC COMPANY
MASTER LIST - EQUIPMENT & VEHICLES
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No.	Column C		1FIECLAMERDSA17; CA 0941691 1FIECLAMOREBOCAS; CA 0941791 1FIRICAMOREBOCAS; CA 0941791 1FIRICAMOREBOCAS; CA 0944791 1FIRICAMOREBOCAS; CA 0944791 1FIRICAMOREBOCAS; CA 09477111 1FITACAMOREBOCAS; CA 78977111 1FITACAMOREBOCAS; CA 7897711 1FITACAMOREBOCAS; CA 7897811 1FITACAMOREBOCAS; CA 7878711 1FITACAMOREBOCAS; CA 6966301 1FITACAMOREBOCAS; CA 6977801 1FITACAMOREBOCAS; CA 6978011 1FITACAMOREBOCAS; CA 697801 1FITACAMOREBOCAS; CA 697801 1FITACAMOREBOCAS; CA 677801	FORD FORD FORD FORD FORD FORD FORD FORD		TRUCK, FORD FISO BYT CAB TRUCK, FORD FISO BYT BYT ADOOR TRUCK, FORD FISO BYT BYT ACOOR TRUCK, FORD FISO BYT BYT BYT TRUCK, FORD FISO BYT BYT TRUCK, FORD FISO BYT TRUCK, FORD FISO BYT TRUCK, FORD FISO SUPER CAB TRUCK FORD FISO SUPER CAB	7250 M 7250 M	RORD RORD RORD RORD RORD RORD RORD RORD	2 3 2 2 2 2 2 2 2 2 2 2 2 2 2 2 3 2 3 2		
No.	Colorado		1FTECLAMERDSET72 1FTECLAMERDSET72 1FTECLAMERDSET25 1FTECLAMERDSET72 1FTECLAMERDSET72 1FTECLAMERDSET72 1FTECLAMERDSET72 1FTECLAMERDSET72 1FTECLAMERDSET72 1FTECLAMERDSET72 1FTECLAMERDSET72 1FTECLAMERDSET72 1FTECLAMERDSES 1FTECLAMERDS	FORD FORD FORD FORD FORD FORD FORD FORD		TRUCK, FORD FISO BYT CAB TRUCK, FORD FISO BYT BYT ADDOR TRUCK, FORD FISO BYT BYT ADDOR TRUCK, FORD FISO BYT BYT BYT TRUCK, FORD FISO BYT TRUCK, FORD FISO BYT TRUCK, FORD FISO BYT TRUCK, FORD FISO SUPER CAB	F250 XI F250 X	RORD RORD RORD RORD RORD RORD RORD RORD	2 3 3 3 3 3 3 3 5 5 5 5 5 5 5 5 5 5 5 5		
No.			1FTECLCMARENDIST7: CA 0941691 1FTECLAMPERSOZIS CA 0941791 1FTRICRAMPERSOZIS CA 0941791 1FTRICRAMPERSOZIS CA 0944791 1FTRICRAMPERSOZIS CA 0944991 1FTRICRAMPERSOZIS CA 094971111 1FTTRICRAMPERSOZIS CA 0762791 1FTRICRAMPERSOSIS CA 78973111 1FTTRICRAMPERSOSIS CA 78973111 1FTTRICRAMPERSOSIS CA 7897311 1FTRICRAMPERSOSIS CA 0825311 1FTRICRAMPERSOSIS CA 08577311 1FTRICRAMPERSOSIS CA 08777311 1FTRICRAMPERSOSIS CA 65777311 1FTRICRAMPERSOSIS CA 65977311	FORD FORD FORD FORD FORD FORD FORD FORD		TRIACK, FORD FISO BYT CAB TRIACK, FORD FISO BYT BYT ACTOR TRIACK, FORD FISO BYT BYT ACTOR TRIACK, FORD FISO SUPER CAB	F250 XI F250 X	RORD RORD RORD RORD RORD RORD RORD RORD	2 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3		
	Value Valu	Colorado	1FTECLOWAGE/DSG277 CA 0941691 1FTECLOWAGE/DSG278 CA 0941791 1FTRICAMORESISCUS 1FTRICAMORESIS 1FTRICAMORESISCUS 1FTRICAMORESISCUS 1FTRICAMO	PORD PORD PORD PORD PORD PORD PORD PORD		TRUCK, FORD FISO BYT CAB TRUCK, FORD FISO BYT BODY TRUCK, FORD FISO BYT BODY TRUCK, FORD FISO BYT BODY TRUCK, FORD FISO SUPER CAB	F250 XI F250 X	PORD PORD PORD PORD PORD PORD PORD PORD	2 3 3 3 3 3 3 3 3 3 3 3 3 4 3 4 4 5 6 6 6 7 8 7 8 8 8 8 8 8 8 8 8 8 8 8 8 8		
	Colorado		1FTECLAMERDSAT7; CA 0941691 1FTECLAMERDSAT78 CA 0941691 1FTECLAMERDSAT28 CA 0941791 1FTECLAMERDSAT28 CA 0942987 1FTECLAMERDSAT29 CA 0949887 1FTECLAMERDSAT29 CA 0949887 1FTECLAMERDSAT29 CA 7997111 1FTECLAMERDSAGE CA 09463111	FORD FORD FORD FORD FORD FORD FORD FORD		TRIJCK, FORD FISO BYT CAB TRIJCK, FORD FISO BYT BYT BOOY TRIJCK, FORD FISO BYT	F250 X F350 X	PORD PORD PREGRITUMER RORD PORD PORD PORD PORD PORD PORD POR	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2		
No.	No.		1FTECLCAMERDSA17; CA 0941691 1FTECLAMERDSA17; CA 0941691 1FTECLAMERDSA129 CA 0941791 1FTECLAMERDSA129 CA 0941791 1FTECLAMERDSA129 CA 0949691 1FTMAF1CAMERDSA129 CA 6762741 1FTTACAMERDSA66 CA 7897211 1FTTACAMERDSA66 CA 0946511 1FTTACAMERDSA66 CA 0946511 1FTTACAMERDSA66 CA 6977211	FORD FORD FORD FORD FORD FORD FORD FORD		TRUCK, FORD FISO BYT CAB TRUCK, FORD FISO BYT	F250 X1 F250 X	PORD PORD PORD PORD PORD PORD PORD PORD	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2		
California Cal	18		1FTECLAMBEDSAT71 CA 0941591 1FTECLAMBEDSAT725 CA 094(79) 1FTECLAMBEDSAT25 CA 094(79) 1FTECLAMBEDSAT25 CA 094(99) 1FTECLAMBEDSAT25 CA 094(99) 1FTECLAMBEDSAT25 CA 094(99) 1FTECLAMBEDSAT25 CA 094(99) 1FTECLAMBEDSAT25 CA 7897311 1FT7ACAMBEDSAT25 CA 7897311 1FT7ACAMBEDSAT25 CA 7897311 1FT7ACAMBEDSAT25 CA 7897311 1FT7ACAMBEDSAT25 CA 7897311 1FTACLAMBEDSAT25 CA 7897311 1FTACLAMBEDSAT25 CA 7897311 1FTACLAMBEDSAT25 CA 7897311 1FTECLAMBEDSAT25 CA 0845211 1FTECLAMBEDSAT25 CA 0945311	FORD FORD FORD FORD FORD FORD FORD FORD		TRUCK, FORD FISO BYT CAB TRUCK, FORD FISO BYT BYT ADOOR TRUCK, FORD FISO BYT BYT ADOOR TRUCK, FORD FISO BYT	F250 XI F250 X	PORD PORD PREIGHTLINER REGHTLINER PORD PORD PORD PORD PORD PORD PORD POR	2 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3		
California	1		1FTEXCAMBEDSAT71 CA 0941691 1FTEXCAMBEDSAT72 CA 0941791 1FTEXCAMBEDSAT28 CA 0941791 1FTEXCAMBEDSAT28 CA 0944791 1FTEXCAMBEDSAT27 CA 094991 1FTEXCAMBEDSAT27 CA 094991 1FTEXCAMBEDSAT27 CA 094991 1FTEXCAMBEDSAT28 CA 7997311 1FTEXCAMBEDSAT29 CA 0945211 1FTEXCAMBEDSAT29 CA 0945211 1FTEXCAMBEDSAT29 CA 0945211 1FTEXCAMBEDSAT21 CA 0945411 1FTEXCAMBEDSAT21 CA 0974011 1FTEXCAMBEDSAT21 CA 0974011	FORD FORD FORD FORD FORD FORD FORD FORD		TRUCK, FORD FISO BYT CAB TRUCK, FORD FISO BYT BYT ACCOC TRUCK, FORD FISO BYT BYT ACCOC TRUCK, FORD FISO MECHANIC TRUCK, FORD FISO SUPERICAB	F250 XI F250 XI	RORD REGATILINES REGATILINES RORD RORD RORD RORD RORD RORD RORD ROR	######################################		
California Cal	Color Colo	No.	1FTEXCAMERDSAT7; CA 09416F1 1FTEXCAMERDSAT78 1FTEXCAMERDSAT28 1FTEXCAMERDSAT28 1FTEXCAMERDSAT29 1FTEXCAMERDS	FORD FORD FORD FORD FORD FORD FORD FORD		TRUCK, FORD FISO BYT CAB TRUCK, FORD FISO BYTEN TRUCK, FORD FISO BYTEN TRUCK, FORD FISO BYTEN TRUCK, FORD FISO BYTEN TRUCK, FORD FISO SUPBACEBY	F250 XI F250 XI	PORD PORD PREGATLINER PORD PORD PORD PORD PORD PORD PORD POR	ដែដសសសសសសសសសសសសស		
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Charles Char		No.	1FTEXCAMBEDSAT71 CA 0941691 1FTEXCAMBERSO269 CA 0941791 1FTEXCAMBERSO269 CA 0941791 1FTEXCAMBERSO272 CA 0944991 1FTEXCAMBERSO272 CA 0944991 1FTEXCAMBERSO272 CA 0967741 1FTTACAMBERSO292 CA 7997311 1FTTACAMBERSO299 CA 7997311 1FTACAMBERSO299 CA 7997311 1FTACAMBERSO299 CA 7973811 1FTACAMBERSO299 CA 7973811 1FTACAMBERSO399 CA 7973811 1FTACAMBERSO3999 CA 7973811 1FTACAMBERSO39999 CA 7973811	FORD FORD FORD FORD FORD FORD FORD FORD		TRUCK, FORD FISO BYT CAB TRUCK, FORD FISO BYT BYT ACCOR TRUCK, FORD FISO WITH ACCOR TRUCK, FORD FISO MECHANIC	F250 XI F250 XI F250 XI F250 XI F250 XI F250 XI F250 XI F450 XI F450 XI F450 XI F450 XI	RORD RORD REIGHTUNER REIGHTUNER FORD RORD RORD REIGHBUT RORD	2 3 3 3 3 3 3 3 3 3 3 3 3 3 3		
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	Color Colo	Mary	IFTEXCAMENDAT7: CA 09416F1 IFTEXCAMENDATE: CA 09417F1 IFTEXCAMENDATE: CA 09417F1 IFTEXCAMENDATE: CA 09447F1 IFTEXCAMENDATE: CA 09447F1 IFTEXCAMENDATE: CA 09489F1 IFTEXCAMENDATE: CA 09489F1 IFTEXCAMENDATE: CA 79971LII IFTEXCAME	FORD FORD FORD FORD FORD FORD FORD FORD		TRUCK, FORD FISO EXT CAB TRUCK, FORD FISO EXT CAB TRUCK, FORD FISO RES CAB TRUCK, FORD FISO RES CAB TRUCK, FORD FISO EXT	F250 XI F250 XI	PORD PREIGHTLINER PREIGHTLINER FORD FORD FORD	2 4 4 4 4 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7		
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	Mail	Marie Mari	1FTEXCAMBEDSAT71 CA 0941.FP1 1FTEXCAMBERSAT26 CA 0941.FP1 1FTEXCAMBERSAT26 CA 0941.FP1 1FTEXCAMBERSAT25 CA 0949.FF 1FTEXCAMBERSAT25 CA 0940.FF1 1FTEXCAMBERSAT25 CA 6762.7F1	66 66 66 66	ຄບຄຸດ	TRUCK, FORD F350 EXT CAB TRUCK, FORD F350 EXT CAB TRUCK, FORD F450 UTILITY BODY TRUCK, FORD F150 REG CAB	LIX OSTU	2000		\$ £ :	
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2022 HOYAL ELECTRIC COMPANY
MASTER LIST - EQUIPMENT & VEHICLES
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Bid Results

Bidder Details

Vendor Name Vellutini Corporation dba Royal Electric

Address 8481 Carbide Court

Sacramento, California 95828

United States

Respondee Randall sondreal Respondee Title Chief Estimator

Phone 916-226-2100 Email randys@royalelect.com

Vendor Type

License #

Bid Detail

Bid Format Electronic

Submitted 03/18/2022 8:54 AM (PDT)

Delivery Method Bid Responsive

Bid Status Submitted Confirmation # 284221

Respondee Comment

Buyer Comment

Attachments

File Title 20220318_Final Completed Long Beach RW 12-30 Bid

Package.pdf Bid Bond.pdf 20220318_Final Completed Long Beach RW 12-30 Bid

Package.pdf Bid Bond.pdf

File Name

File Type
Division C - Electronic Bid

Forms Bid Bond

Line Items

Discount Terms No Discount

item #	Item Code Type	item Description	MOU	QTY	Unit Price	Line Total	Response Comment
BASE	BID ITEMS - REH	ABILITATE RUNWAY 12-30 LIGHTING (AIP ELIGIBLE)				\$6,739,739.00	
1	G200	Safety and Security Provisions	LS	1	\$465,000.00	\$465,000.00	Yes
2	G200	Low-Profile Barricades Provided by Contractor	LS	1	\$283,000.00	\$283,000.00	Yes
3	G300	Demolition and Removal	LS	1	\$299,000.00	\$299,000.00	Yes
4	C100	Contractor Quality Control Program	LS	1	\$311,000.00	\$311,000.00	Yes
5	C105	Mobilizaton/Demobilization	LS	1	\$330,000.00	\$330,000.00	Yes
6	P101	Cold Mill, 4" Deep	SY	16000	\$6.20	\$99,200.00	Yes
7	P401	Asphalt Mix Pavement, Surface Course	TON	4000	\$200.00	\$800,000.00	Yes
8	P620	Permanent White Pavement Markings (2 Coats)	SF	13900	\$1.93	\$26,827.00	Yes
9	P620	Permanent Yellow Pavement Markings (2 Coats)	SF	200	\$5.25	\$1,050.00	Yes
10	P620	Permanent Black Pavement Markings (1 Coat)	SF	2200	\$1.00	\$2,200.00	Yes
11	P620	Repaint Existing White Pavement Markings (1 Coat)	SF	36000	\$1.00	\$36,000.00	Yes
12	P620	Repaint Existing Yellow Pavement Markings (1 Coat)	SF	1600	\$4.25	\$6,800.00	Yes
13	P620	Repaint Existing Black Pavement Markings (1 Coat)	SF	8500	\$0.85	\$7,225.00	Yes
14	P621	Saw-cut Grooves	SY	14000	\$4.80	\$67,200.00	Yes
15	L108	1-1/C No. 8 AWG, 5 kV, L-824C Cable	LF	150000	\$4.00	\$600,000.00	Yes
16	L108	1-1/C No. 6 AWG, 600V Ground Wire	LF	47500	\$2.00	\$95,000.00	Yes
17	L109	10KW CCR	EA	3	\$29,300.00	\$87,900.00	Yes
18	L109	15KW CCR	EA	1	\$33,400.00	\$33,400.00	Yes
19	L109	Airfield Lighting Vault Modifications - Contractor Work	LS	1	\$50,000.00	\$50,000.00	Yes
20	L110	Concrete Encased, Electrical Conduit, 1-Way 2-Inch, in Native Soli	LF	2000	\$65.00	\$130,000.00	Yes
21	L110	Concrete Encased, Electrical Conduit, 1-Way 2-Inch, in Existing Asphalt Shoulder	LF	100	\$110.00	\$11,000.00	Yes
22	L125	LED L-862E Runway Elevated End/Threshold Light & iso Transformer	EA	32	\$1,850.00	\$59,200.00	Yes
23	L125	LED L-862 Runway Elevated Edge Light & Iso Transformer	EA	65	\$1,580.00	\$134,300.00	Yes
24	L125	LED L-850C Runway Inpavement Edge light & Iso Transformer	EA	11	\$2,250.00	\$24,750.00	Yes
25	L125	LED L-850B Touchdown Zone Light & Iso Transformer	EA	180	\$1,610.00	\$289,800.00	Yes
26	L125	LED L-850A Runway Centerline Light, Iso Transformer	EA	198	\$1,910.00	\$378,180.00	Yes
27	L125	L-868B Base Can for TDZ System	EA	174	\$5,000.00	\$870,000.00	Yes
28	L125	L-868B Extension & Spacer Package	EA	180	\$2,020.00	\$363,600.00	Yes
29	L125	Reconstruct Spacer Package for Inpavement Runway Centerline or Runway Inpavement Edge Light Fixture on Existing Base Can	EA	209	\$1,190.00	\$248,710.00	Yes
30	L125	L-868B to L-867B 3/4" Deep Adapter Plate	EA	7	\$500.00	\$3,500.00	Yes
31	L125	L-867D Base Can with Cover Plate	EA	7	\$3,720.00	\$26,040.00	Yes
32	L125	Runway 30 LED PAPI and Foundation	LS	1	\$152,000.00	\$152,000.00	Yes
33	L125	Miscellaneous Electrical Work	LS	1	\$447,857.00	\$447,857.00	Yes

Line Item Subtotals

Section Title Line Total

BASE BID ITEMS - REHABILITATE RUNWAY 12-30 LIGHTING (AIP ELIGIBLE) \$6,739,739.00

Grand Total \$6,739,739.00

EXHIBIT "B"

Workers' Compensation Certification

WORKERS' COMPENSATION CERTIFICATION

In accordance with California Labor Code Sections 1860 and 3700, I certify that I am aware of the provisions of Section 3700 which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with said provisions before commencing the performance of the Work of this contract.

Contractor's Name: Vellutini Corporation dba Royal Electric Company
Signature of Contractor, or a corporate officer of Contractor, or a general partner of Contractor
Title: Vice President
Date: 3/15/2022

EXHIBIT "C"

Information to Comply with Labor Code Sec. 2810

INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

To comply with Labor Code Sec. 2810, Contractor shall complete and submit this Information Sheet which shall be incorporated into and be a part of the Contract:

)	Wor	kers' Compensation Insurance:	
	A.	Policy Number: MWC31171622	
	В.	Name of Insurer (NOT Broker): Old Republic Insurance	
	Ċ.	Address of Insurer: 445 South Moorland Road Suite 300, WI 53005	
	D.	Telephone Number of Insurer: 312-346-8100	
		vehicles owned by Contractor and used in performing work under this tract:	
	A.	VIN (Vehicle Identification Number): See Attached	
	В.	Automobile Liability Insurance Policy Number: MWTB31171822	
	C.	Name of Insurer (NOT Broker): Old Republic Insurance	
	D.	Address of Insurer: 445 South Moorland Road Suite 300, WI 53005	
	E.	Telephone Number of Insurer: 312-346-8100	
	Addı	ress of Property used to house workers on this Contract, if any:	
	Estir	mated total number of workers to be employed on this Contract:	(
	Estir	nated total wages to be paid those workers: \$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	←
	Date	es (or schedule) when those wages will be paid: Weekly	
	Estir	(Describe schedule: For example, weekly or every other week or monthly) mated total number of independent contractors to be used on this Contract:	
		paver's Identification Number: 94-2422340	

EXHIBIT "D"

List of Subcontractors:

LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" Division 2 Part 1, Chapter 4 of the California Public Contract Code, the Bidder shall set forth hereon the name, the location of the place of business, Department of Industrial Relations registration number, and the California contractor license number 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 or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. The prime contractor shall set forth thereon the portion of the work (type and dollar value) that will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion as defined by the prime contractor in his or her bid. Information requested, other than the sub contractor's name, location of business, contractor license number and the portion of work that will be done by each subcontractor may be submitted by the prime contractor within 24 hours after the deadline for submission of bids.

Name	PCI Striping - WGJ Enterprises, Inc	Type of Work Striping
Address	975 W. 1sr Street	
City	Azusa, CA	Dollar Value of Subcontract \$ 91,600
Phone No.	562-218-0504	·
License No.	415490	DIR Registration No. 1000005687
Name	Parament Recycling Systems	Type of Work Asphalt Milling
Address	10240 San Servine Way	
City	Jurapa Valley, CA 91752	Dollar Value of Subcontract \$ 94, 400
Phone No.	951-682-1094	
License No.	569352	DIR Registration No. 1000003363
Name (on: ffith Company	Type of Work Asphalt Paving
Address	12200 Bloomfield Avre	
City	Santa Fe Springs, CA 90670	Dollar Value of Subcontract \$ 918, 975
Phone No. License No.	562-929-1128 BB	DIR Registration No. 1000005611
Niere	D. L. II	_
Name	Penhall Pana and	Type of Work <u>6 rooving</u>
Address City	PO Box 842911	Dollar Value of Subcontract \$ 73,353
Phone No.	105 Angeles, CA 90084	Dollar Value of Supporterate Transfer of the Property of the P
License No.	568673	DIR Registration No. 1000000 660
Name	Landmork Surveying Solutions	Type of Work Survey
Address	7231 Boulder Apre #538	V
City	Highland, CA 92346	Dollar Value of Subcontract \$ 94,975
Phone No.	909-863-9044	· · · · · · · · · · · · · · · · · · ·
License No.	LS 5439	DIR Registration No. 100000 1674

EXHIBIT "E"

- General
- II. Nondiscrimination
- III. No segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

 Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

- 2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

- 1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:
- "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

FHWA-1273 -- Revised May 1, 2012

- 2. EEO Officer: The contractor will designate and make known to the contracting officers and EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting and active EEO program and who must be assigned adequate authority and responsibility to do so.
- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- 4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- **5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be almed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
 - a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
 - b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
 - d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
- 8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:
- The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on FORTHER PORTHER P

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

- a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at

http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and

current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- **6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- **7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

- 8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- 9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph(1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

- 3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
- **4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
- the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

- 2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
- 5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspector investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
- That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INCLIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended,"
 "ineligible," "participant," "person," "principal," and "voluntarily
 excluded," as used in this clause, are defined in 2 CFR Parts 180
 and 1200. "First Tier Covered Transactions" refers to any covered
 transaction between a grantee or subgrantee of Federal funds and
 a participant (such as the prime or general contract). "Lower Tier
 Covered Transactions" refers to any covered transaction under a
 First Tier Covered Transaction (such as subcontracts). "First Tier
 Participant" refers to the participant who has entered into a
 covered transaction with a grantee or subgrantee of Federal funds
 (such as the prime or general contractor). "Lower Tier Participant"
 refers any participant who has entered into a covered transaction
 with a First Tier Participant or other Lower Tier Participants (such
 as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered

- transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

- The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

- The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3.The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed information of participant is not required to exceed that which is \$100,000 and that all such recipients shall certify and disclose accordingly.

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

	Economic Area	Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	28.9 25.6
176	7400 San Jose, CA CA Santa Clara, CA	19.6
176	7485 Santa Cruz, CA CA Santa Cruz	14.9
	7500 Santa Rosa CA Sonoma	9.1
	8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano	17.1
	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2
	Sacramento, CA: SMSA Counties:	40.4
177	6920 Sacramento, CA CA Placer; CA Sacramento; CA	16.1
	Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	14.3
	Stockton-Modesto, CA: SMSA Counties:	
	5170 Modesto, CA CA Stanislaus	12.3
178	8120 Stockton, CA	24.3
	CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	19.8
	Fresno-Bakersfield, CA SMSA Counties:	
179	0680 Bakersfield, CA	19.1
	CA Kern 2840 Fresno, CA	26.1

	CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

For the last full week of July during which work is performed under the contract, the prime contractor and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230), Submit the forms by August 15.

13. TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- a. <u>Compliance with Regulations</u>: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. <u>Solicitations for Sub-agreements</u>, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. <u>Information and Reports</u>: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such

Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

- e. <u>Sanctions for Noncompliance</u>: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. <u>Incorporation of Provisions</u>: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

14. USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)

The CONTRACTOR agrees-

- 1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- 2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Federal Trainee Program Special Provisions (to be used when applicable)

15. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is_____.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the City/County of _______:

1. Number of apprentices or trainees to be trained for each classification

2. Training program to be used

3. Training starting date for each classification

The prime contractor shall obtain the City/County of _____approval for this submitted information before the prime contractor starts work. The City/County of _____credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

- 1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
- 2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City/County of _____ and FHWA approves a program if one of the following is met:

- 1. It is calculated to:
 - Meet the your equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
- It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of	reimburses the prime contractor 80 cents per hour of
training given an employee on this contract under a	n approved training program:

- 1. For on-site training
- 2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
 - a. Contribute to the cost of the training
 - b. Provide the instruction to the apprentice or trainee
 - c. Pay the apprentice's or trainee's wages during the off-site training period
- 3. If the prime contractor complies with this section.

Each apprentice or trainee must:

- 1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
- 2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

The prime contractor shall furnish the apprentice or trainee with a copy of the program that the prime contractor will comply with in providing the training

Page 25 of 25 January 2021

APPENDIX "A"

BOE-400-OP (FRONT) REV.2. (8-05) APPLICATION FOR **USE TAX DIRECT PAYMENT PERMIT**

Transfer and the second of the	- BUSINESS INFORMATION
NAME OF BUSINESS OR GOVERNMENTAL ENTITY	SALESJUSE TAX PERMIT NUMBER
BUSINESS ADDRESS (street)	CONSUMER USE TAX ACCOUNT NUMBER
CITY, STATE, & ZIP COOE	If applicant is applying for either a sales/use tax permit
MAILING ADDRESS (street address on po box & different from business address)	or a consumer use tax account in addition to a use tax direct payment permit check here
CITY, STATE, & ZIP COOE	NAME UNDER WHICH BUSINESS IS TO BE TRANSACTED IF DIFFERENT THAN ABOVE
SECTION II — MU	JLTIPLE BUSINESS LOCATIONS
LIST BELOW THE BUSINESS AND MAILING ADDRE USE TAX DIRECT PAYMENT CERTIFICATE WILL BE	SSES OF ALL LOCATIONS WHERE PROPERTY PURCHASED UNDER A USED. IF ADDITIONAL SPACE IS NEEDED, ATTACH A SEPARATE SHEET
1. BUSINESS ADDRESS	4:BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS
2. BUSINESS ADDRESS	5. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS
3. BUSINESS ADDRESS	6. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS
SECTION III -	CERTIFICATION STATEMENT
(\$500,000) or more in the aggregate, during the calent "Statement of Cash Flows" or other comparable final preceding the date of application and a separate states	personal property subject to use tax at a cost of five hundred thousand dollars dar year immediately preceding this application for the permit. I have attached a ancial statements acceptable to the Board for the calendar year immediately ment attesting that the qualifying purchases were purchases that were subject to
use tax. I am a county, city, city and county, or redevelopment a	igency.
I also agree to self-assess and pay directly to the Board of Direct Payment Permit.	of Equalization any use tax liability incurred pursuant to my use of a Use Tax
The above statements are here of the undersigned, wh	by certified to be correct to the knowledge and belief to is duly authorized to sign this application.
	Inne
SIGNATURE	
SIGNATURE NAME (typed or printed)	DATE

USE TAX DIRECT PAYMENT PERMIT (General Information and Filing Instructions)

Revenue and Taxation Code section 7051.3 authorizes the State Board of Equalization to issue a *Use Tax Direct Payment Permit* to qualified applicants. This permit allows purchasers and lessees of tangible personal property (other than lessees of motor vehicles the lease of which is subject to the terms of section 7205.1 of the Sales and Use Tax Law) to self-assess and pay use taxes directly to the Board instead of to the vendor or lessor from whom the property is purchased or leased.

Permit holders will be provided with a Use Tax Direct Payment Exemption Certificate which they can issue to retailers and lessors when they purchase tangible personal property subject to use tax or make qualified leases of tangible personal property. Vendors who timely take the certificate in good faith from a permit holder are relieved of the duty to collect use taxes on the sales for which the certificate was issued. Permit holders who acquire property under a certificate must self-assess and report the use taxes directly to the Board on their tax returns, and allocate the local taxes to the county, city, city and county, or redevelopment agency in which the property is first used. Permit holders who fail to properly pay any use taxes that are due on property for which a certificate was given are subject to interest and penalties assessments in addition to their tax liability.

To qualify for a Use Tax Direct Payment Permit, an applicant must meet the following conditions:

- (1) The applicant must agree to self-assess and pay directly to the Board any use tax which is due on property for which a use tax direct payment exemption certificate was given; and
- (2) The applicant must certify to the Board either of the following:
- (A) The applicant has purchased or leased for its own use tangible personal property subject to use tax which cost five hundred thousand dollars (\$500,000) or more in the aggregate, during the calendar year immediately preceding the application for the permit; or
 - (B) The applicant is a county, city, city and county, or redevelopment agency.

Persons wishing to obtain a use tax direct payment permit must be pre-qualified and either hold a California seller's permit or a consumer use tax account.

Persons other than governmental entities who currently hold either a California seller's permit or a consumer use tax account must complete the application for a *Use Tax Direct Payment Permit*, sign the certification statement attesting that they qualify for a permit under conditions of Part (2)(A) above, and submit a "Statement of Cash Flows" or other comparable financial statements acceptable to the board for the calendar year immediately preceding the date of application which discloses total purchases of property and equipment for own use and a separate statement under company letterhead certifying that five hundred thousand dollars (\$500,000) or more of such purchases were subject to use tax.

Persons other than governmental entities who are not required to hold a seller's permit and who do not currently hold a consumer use tax account must obtain a consumer use tax account and then complete the application for a *Use Tax Direct Payment Permit*, sign the certification statement attesting that they qualify for a permit under the conditions of Part (2)(A) above and submit a "Statement of Cash Flows" or other comparable financial statements acceptable to the board for the calendar year immediately preceding the date of application which discloses total purchases of property and equipment for own use and a separate statement under company letterhead certifying that five hundred thousand dollars (\$500,000) or more of such purchases were subject to use tax.

Governmental entities who currently hold either a California seller's permit or a consumer use tax account must complete the application for a *Use Tax Direct Payment Permit*, sign the certification statement attesting that they qualify for a permit under the conditions of Part (2)(B) above, and submit an additional statement to that effect under official letterflead and signed by an authorized governmental representative.

Governmental entities who do not hold a California seller's permit or a consumer use tax account must obtain a consumer use tax account and then complete the application for a *Use Tax Direct Payment Permit*, sign the certification statement attesting that they qualify for a permit under the conditions of Part (2)(B) above, and submit an additional statement to that effect under official letterhead and signed by an authorized governmental representative.

The completed Application for Use Tax Direct Payment Permit, certification statement, and qualifying documentation should be returned to the address shown below. Upon determination that the applicant qualifies, a Use Tax Direct Payment Permit and a Use Tax Direct Payment Exemption Certificate will be mailed to the applicant.

If you would like additional information regarding the Use Tax Direct Payment Permit or need assistance in completing this application, you can call 916-445-5167, or write to the Board of Equalization, Compliance Policy Unit, P.O. Box 942879, Sacramento, CA 94279-0040.

Payment Bond
No. 070217729
Premium: Included in Conjunction with
Performance Bond

PAYMENT BOND (Labor and Material Bond)

WHEREAS, The CITY OF LONG BEACH, a municipal corporation, hereinafter the "City" or "Obligee," have conditionally awarded to <u>VELLUTINI CORPORATION DBA ROYAL ELECTRIC COMPANY</u>, a <u>California corporation</u> designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: <u>Rehabilitate Runway 12-30 Lighting Project at the Long Beach Airport</u>, as described in Specification No.: R-7194, Addenda/Addendum and related drawings.

WHEREAS, the Principal is about to enter into a Contract with the Obligee for the performance of the Work, which Contract and all Contract Documents set forth therein are incorporated herein by this reference.

WHEREAS, by the terms of said Contract Documents, as well as Civil Code Sections 9550 and 9554, Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor, materials or services used or reasonably required for use in the performance of the Work of the Project;

NOW THEREFORE, we the undersigned Contractor, as Principal, and LIBERTY MUTUAL INSURANCE COMPANY admitted as a surety insurer in the State of California ("Surety"), are held and firmly bound to the City for payment of the penal sum of Six Million Seven Hundred Thirty-Nine Thousand Seven Hundred Thirty-Nine Dollars (\$6,739,739) lawful money of the United States, for which payment we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, shall fail to pay any of the persons named in Civil Code Section 9100 ("Claimants"), for all labor, materials or services used or reasonably required for use in performance of the Work of the Project, or for any amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such Claimant on the Project, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

If suit is brought upon this bond, the said Surety will pay reasonable attorney's fees to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or the assigns in any suit brought upon this bond.

The Surety and Principal, for value received, hereby stipulate and agree that no change, extension of time, modification, alteration or addition to the terms of the Contract or Contract Documents or to the Work to be performed thereunder shall in any way affect or release the Principal or Surety or their respective heirs, executors, administrators, successors and assigns from their obligations on this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or Contract Documents, or to the Work. No premature payment by the City to the Principal shall release or exonerate the Surety, unless the Officer or Board of the City ordering the payment shall have actual notice at the time the order is made that the payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event more than the amount of such premature payment.

IN WITNESS WHEREOF, this instrument has been named, on the <u>19th</u> day of <u>July</u>	duly executed by the Principal and Surety above, 2022.
LIBERTY MUTUAL INSURANCE COMPANY	Vellutini Corporation dba Royal Electric
By: Surety Name	By:
Name: Karen Amin	Name: Right C Bell Printed Name
Printed Name Title: Attorney-in-Fact	Title: Executive Vice Presiden
255 California St., Ste. 950 Address: San Francisco, CA 94111	By:
Telephone:(628) 220-6061	Name: Dina Kimbae
Karen Amin	Title: Printed Name Title:
Attorney-in-Fact Signature	
	te, Corporate Seal and Surety Seal)
<u>8.17</u> , 2022	<u>August 19</u> , 2022
Approved as to form.	Approved as to sufficiency.
CHARLES PARKIN, City Attorney	CITY OF LONG BEACH, a municipal corporation
By: Deputy City Attorney	By: Sundar J Jahren City Manager/City Engineer
NOTE:	EXECUTED PURSUANT
	TO SECTION 301 OF owledged by both EROCHARSERETY before a
Notary Public and Notary's certificate of each acknow	

- 2. A corporation must execute this bond by duly authorized officers or agents, and a certified copy of a resolution of its Board of Directors authorizing such execution, or other evidence of authority for such execution, must be attached if executed by persons other than the officers listed in Section 313, California Corporations Code.

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California	}
County of Sacramento	}
On July 26,2022 before me, _	Carol L. Whaley Notary Public (Here insert name and title of the officer)
personally appeared Robert C. Bell and	
who proved to me on the basis of satisfaname(s) is lare subscribed to the within he/she/they executed the same in his/he	actory evidence to be the person(s) whose instrument and acknowledged to me that entheir authorized capacity((es), and that by ent the person(s), or the entity upon behalf of
I certify under PENALTY OF PERJURY the foregoing paragraph is true and cor	under the laws of the State of California that rect.
WITNESS my hand and official seal.	CAROL L. WHALEY Notary Public - California Sacramento County Commission # 2353728 My Comm. Expires Apr 5, 2025
Notary Public Signature (No	otary Public Seal)
ADDITIONAL OPTIONAL INCORMATI	INSTRUCTIONS FOR COMPLETING THIS
ADDITIONAL OPTIONAL INFORMATION OF THE ATTACHED DOCUMENT	This form complies with current California statutes regarding nota if needed, should be completed and attached to the document. Ackn.
	from other states may be completed for documents being sent to tha as the wording does not require the California notary to violate Ca
(Title or description of attached document)	 State and County information must be the State and County whe signer(s) personally appeared before the notary public for acknowl Date of notarization must be the date that the signer(s) personally
(Title or description of attached document continued)	must also be the same date the acknowledgment is completed. The notary public must print his or her name as it appears w
Number of Pages Document Date	commission followed by a comma and then your title (notary puble) Print the name(s) of document signer(s) who personally appear notarization.
CAPACITY CLAIMED BY THE SIGNER ☐ Individual (s) ☐ Corporate Officer	 Indicate the correct singular or plural forms by crossing off inco he/she/they, is /are) or circling the correct forms. Failure to correct information may lead to rejection of document recording.
(Title) □ Partner(s)	The notary seal impression must be clear and photographical Impression must not cover text or lines. If seal impression smud sufficient area permits, otherwise complete a different acknowledge. Signature of the notary public must match the signature on file w

2015 Version www.NotaryClasses.com 800-873-9865

Trustee(s)

Other

ETING THIS FORM

es regarding notary wording and, e document. Acknowledgments being sent to that state so long tary to violate California notary

- and County where the document public for acknowledgment.
- gner(s) personally appeared which is completed.
- as it appears within his or her title (notary public).
- personally appear at the time of
- crossing off incorrect forms (i.e. s. Failure to correctly indicate this cording.
- d photographically reproducible. impression smudges, re-seal if a ferent acknowledgment form.
- ignature on file with the office of
 - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - Indicate title or type of attached document, number of pages and date.
 - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

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.

validity of that document.		···			
State of California County ofSan Joaquin)				
On July 19, 2022	before me,	Jennifer Loper, Notary Public (insert name and title of the officer)			
personally appeared Karen Amin who proved to me on the basis of satisfactory evidence to be the person(8) whose name(8) is/axe subscribed to the within instrument and acknowledged to me that Me/she/Mee/ executed the same in Mes/her/Mee/ authorized capacity(res), and that by mes/her/Mee/ signature(8) on the instrument the person(8), or the entity upon behalf of which the person(8) acted, executed the instrument.					
I certify under PENALTY OF PER paragraph is true and correct.	JURY under the l	aws of the State of California that the foregoing			
WITNESS my hand and official se	eal.	JENNIFER LOPER COMM. #2344049 COMM. #2344049 NOTARY PUBLIC - CALIFORNIA SAN JOAQUIN COUNTY My Comm. Expires JAN 27, 2025 (Seal)			



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8207631-969440

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Daniel M. Connolly, David Schnapp, Jennifer Loper, Karen Amin all of the city of Lodi, state of CA each individually if there be more than one named, its true and lawful attorney-infact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of April 2022.





Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA COUNTY OF MONTGOMERY

On this 13th day of April 2022, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal Teresa Pastella, Notary Public Montgomery County My commission expires March 28, 2025 Commission number 1126044 Member, Pennsylvania Association of Notaries

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney,

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Liewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of July 2022







By: Renee C. Llewellyn, Assistant Secretary

POA - LMIC OCIC WAIC Multi Co 022021

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Performance Bond No. 070217729 Premium: \$31,996.00

PERFORMANCE BOND (Bond for Faithful Performance)

WHEREAS, The CITY OF LONG BEACH, a municipal corporation of the State of California, hereinafter the "City" or "Obligee," have conditionally awarded to <u>VELLUTINI CORPORATION DBA ROYAL ELECTRIC COMPANY, a California corporation</u> designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: <u>Rehabilitate Runway 12-30 Lighting Project at the Long Beach Airpor</u>t, as described in Specification No.: R-7194, Addenda/Addendum and related drawings.

WHEREAS, the Principal is about to enter into a Contract with Obligee for performance of the Work, which Contract, and all Contract Documents set forth therein are incorporated herein by this reference.

WHEREAS, the Principal is required to furnish a bond guaranteeing the prompt, full and faithful performance of its obligations under the Contract Documents concurrently with delivery to Obligee of the executed Contract.

NOW, THEREFORE, we the undersigned Contractor, as Principal, and LIBERTY MUTUAL INSURANCE COMPANY an admitted surety insurer in the State of California, as Surety, are held and firmly bound unto THE CITY OF LONG BEACH, a municipal corporation of the State of California (hereinafter the "City" or "Obligee") in the penal sum of Six Million Seven Hundred Thirty-Nine Thousand Seven Hundred Thirty-Nine Dollars (\$6,739,739) lawful money of the United States, for the payment of which sum, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal shall promptly, fully and faithfully perform each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract Documents as said Contract Documents may be modified or amended from time to time; and if the Principal shall indemnify and save harmless the Obligee and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, stop notices, costs, and fees of every description, whether imposed by law or equity, which may be incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or the obligations of the Contract Documents, as they may be amended and supplemented including, but not limited to, its liability for liquidated damages for delay, all warranties or guarantees required thereunder and indemnity obligations; then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

Whenever the Principal shall be, and is declared by the Obligee to be in default under the Contract, which shall include without limitation, any breach or default of the Contract Documents, then, after written notice from the Obligee to the Surety, as provided for below, the Surety shall either remedy the default or breach by the Principal or shall promptly and faithfully take charge of the Work of and complete the Work in accordance with the requirements of the Contract Documents with a contractor other than the Principal at its own expense and make available as work progresses sufficient funds to pay the cost of completion less the balance of the Contract price including other costs and damages for which the surety may be liable hereunder; provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligee.

Within fifteen (15) days of Obligee's written notice to the Surety of the failure of performance of the Contract by the Principal, it shall be the duty of the Surety to give to the Obligee an unequivocal notice in writing of the Surety's election to remedy the default(s) of the Principal promptly, or to arrange for performance of the Contract promptly by a Contractor other than the Principal, time being of essence to this Bond. In said Notice of Election, the Surety shall state the date of commencement of its cure or remedy of the Principal's default(s) or its performance of the Contract. The Surety's obligations for cure or remedy, include but are not limited to: correction of defective work and completion of the Contract, additional legal, design professional and delay costs arising from Surety's actions or failure to act; and liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance by the Principal. The Surety shall give prompt written notice to the Obligee upon completion of the cure or remedy of the Principal's default(s) of its performance of the Construction Contract.

If the Surety does issue its Notice of Election and does not proceed to cure or remedy the Principal's default(s) of its performance of the Work with reasonable promptness, the Surety shall be deemed to be in default on this bond fifteen (15) days after receipt of a written notice from Obligee to the Surety demanding that the Surety perform its obligations under this Bond, and the Obligee shall be entitled to enforce any remedy available to Obligee.

The Surety and Principal, for value received, hereby stipulate and agree that no change, extension of time, modification, alteration or addition to the terms of the Contract or Contract Documents or to the Work to be performed thereunder shall in any way affect or release the Principal or Surety or their respective heirs, executors, administrators, successors and assigns from their obligations on this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or Contract Documents, or to the Work. No premature payment by the City to the Principal shall release or exonerate the Surety, unless the Officer or Board of the City ordering the payment shall have actual notice at the time the order is made that the payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event more than the amount of such premature payment.

FURTHER, Principal and Surety agree that if Obligee is required to engage the services of attorneys in connection with enforcement of the bond, each shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above penal sum.

The guarantees contained herein shall survive the final completion of the Work called for in the Contract Documents with respect to the obligations and liabilities of the Principal which survive such final completion.

IN WITNESS WHEREOF, this instrument has been duly exday of day of	
LIBERTY MUTUAL INSURANCE COMPANY	Vellutini Componation dba Royal Electric Company, a
By: Surety Name	California corporation Principal Name By:
By:	Name: Robert C. Bell
Printed Name Title: Attorney-in-Fact	Title: Executive Vice President
255 California St., Ste. 950 Address: San Francisco, CA 94111	By: Dina Kimble
Telephone: _(628) 220-6061	Name: Dina Kimble
Karen Amin	Printed Name Title: President
· Attorney-in-Fact Signature	
(Attach Attorney-in-Fact Certifica	te, Corporate Seal and Surety Seal)
8·17 , 2022	August 19 , 2022
Approved as to form.	Approved as to sufficiency.
CHARLES PARKIN, City Attorney	CITY OF LONG BEACH, a municipal corporation
Ву:	By: Sundu J. Jahran City Manager/City Engineer
Deputy City Attorney	City Manager/City Engineer
NOTE: 1. Execution of this bond must be acknowled Public and Notary's certificate of each acknowledgment must	EXECUTED PURSUANT TO SECTION 301 OF Edged by both PRINCIPAL and SURE IX perore a Notary at be attached.
A corporation must execute this bond by c	duly authorized officers or agents, and a certified copy of a

resolution of its Board of Directors authorizing such execution, or other evidence of authority for such execution, must be attached if executed by persons other than the officers listed in Section 313, California Corporations Code.

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California	}
County of Sacramento	. }
On July 26,2022 before me, _	Carol L. Whaley Notary Public (Here insert name and title of the officer)
personally appeared Robert C. Bell and	
who proved to me on the basis of satisf name(s) is/are subscribed to the within he/she/fney executed the same in his/h	actory evidence to be the person(s) whose instrument and acknowledged to me that entheir authorized capacity(les), and that by ent the person(s), or the entity upon behalf of
I certify under PENALTY OF PERJURY the foregoing paragraph is true and cor	under the laws of the State of California that rect.
WITNESS my hand and official seal.	CAROL L. WHALEY Notary Public - California Sacramento County Commission # 2353728 My Comm. Expires Apr 5, 2025
Notary Public Signature (No	otary Public Seal)
ADDITIONAL OPTIONAL INFORMAT	INSTRUCTIONS FOR COMPLETING THIS FO
DESCRIPTION OF THE ATTACHED DOCUMENT	if needed, should be completed and attached to the document. Acknown from other states may be completed for documents being sent to that states the wording does not require the California notary to violate California.
(Title or description of attached document)	 State and County information must be the State and County where t signer(s) personally appeared before the notary public for acknowledge
(Title or description of attached document continued)	 Date of notarization must be the date that the signer(s) personally apmust also be the same date the acknowledgment is completed.
Number of Pages Document Date	 The notary public must print his or her name as it appears within commission followed by a comma and then your title (notary public) Print the name(s) of document signer(s) who personally appear at
CAPACITY CLAIMED BY THE SIGNER Individual (s) Corporate Officer (Title)	notarization. Indicate the correct singular or plural forms by crossing off incorre he/she/they, is /are) or circling the correct forms. Failure to correctly information may lead to rejection of document recording. The notary seal impression must be clear and photographically impression must not cover text or lines. If seal impression smudges sufficient area permits, otherwise complete a different acknowledgme
☐ Partner(s) ☐ Attorney-in-Fact	Signature of the notary public must match the signature on file with the county clerk.

2015 Version www.NotaryClasses.com 800-873-9865

Trustee(s)

Other

THIS FORM

ding notary wording and, ent. Acknowledgments sent to that state so long riolate California notary

- unty where the document r acknowledgment.
- personally appeared which leted.
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- lly appear at the time of
- g off incorrect forms (i.e. e to correctly indicate this
- graphically reproducible. sion smudges, re-seal if a knowledgment form.
- on file with the office of
 - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - Indicate title or type of attached document, number of pages and date.
 - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

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 <u>San Joaquin</u>)	
On July 19, 2022		Jennifer Loper, Notary Public ert name and title of the officer)
personally appeared	Karen A	min to be the person(š) whose name(š) is/æxæ
subscribed to the within instrument MKs/her/MKW authorized capacity(W	t and acknowledged t ֍), and that by <i>\</i> ₩%/he	to be the person(૪) whose name(૪) is/ቋቋል o me that ዘቄ/she/ধነራያ executed the same in rለዘጅዠ signature(୪) on the instrument the (୪) acted, executed the instrument.
I certify under PENALTY OF PERSparagraph is true and correct.	JURY under the laws	of the State of California that the foregoing
WITNESS my hand and official sea	al.	JENNIFER LOPER COMM. #2344049 TO NOTARY PUBLIC - CALIFORNIA &
Signature MM/	(M) (Se	SAN JOAQUIN COUNTY SAN JOAQUIN COUNTY My Comm. Expires JAN 27, 2025



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8207631-969440

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Daniel M. Connolly, David Schnapp, Jennifer Loper, Karen Amin all of the city of Lodi, state of CA each individually if there be more than one named, its true and lawful attorney-infact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of April 2022.

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Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA COUNTY OF MONTGOMERY

On this 13th day of April 2022, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal Teresa Pastella, Notary Public Montgomery County My commission expires March 28, 2025 Commission number 1126044 Member, Pennsylvania Association of Notaries

By: Jeresa Pastella Notary Public

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this __19th_day of ___July _____ 2022







By: Kenil chilly

Renee C. Llewellyn, Assistant Secretary