



FAIRFAX TOWN COUNCIL MEETING

STAFF REPORT

MEETING DATE: September 4, 2024
PREPARED FOR: Mayor and Town Council
PREPARED BY: Loren Umbertis, Public Works Director
SUBJECT: Adopt a Resolution awarding a contract with RWR Construction, Inc. for 103 Rocca Drive Roadway Stabilization and Retaining Wall project and Authorize Town Manager to Execute the contract and Pay an amount not to exceed \$234,643, with an Additional Contingency of 10%, for a Project Total of \$258,107.

RECOMMENDATION

Staff recommends that the Town Council adopt the resolution to award the contract to RWR Construction Inc. and authorize the Town Manager to execute the contract and pay the total project amount not to exceed \$258,107.

BACKGROUND

A section of roadway near 103 Rocca Drive has shown signs of movement over time, raising concerns about the potential slope failure that could impact nearby private properties. A similar incident occurred in the adjacent area several decades ago, prompting repairs by the Town. The current location is adjacent to that previously failed area. Currently, Miller Pacific Engineering Group has been monitoring the site using an inclinometer confirming ongoing slope movement. They have prepared the plans and specifications for this stabilization project, which were issued as part of the recent invitation to bid.

DISCUSSION

The Town issued a call for bids with a deadline of August 13, 2024. Six bids were received, ranging from \$234,643 to \$438,800. RWR Construction Inc. submitted the lowest bid at \$234,643, which was reviewed and deemed responsive and responsible. No bid protests were received, and their proposal aligns closely with the Engineer's Estimate of \$250,000. Staff recommends RWR Construction Inc. due to their competitive pricing and timely completion plan, crucial for addressing the slope movement before the winter season.

Bid Results

RWR Construction Inc	\$234,643
Acustruct	\$238,662
Advanced Geotechniques	\$259,625
Farallon Co.	\$278,640
Maggiora & Ghilotti	\$294,700
Ground Control Inc	\$438,800

COMMUNITY OUTREACH

Staff have engaged with the adjacent property owner to ensure the project proceeds safely, including a pre-construction inspection of the property and the residence to prevent any adverse effects.

FISCAL IMPACT

The contract with RWR Construction, Inc is set to not exceed \$234,643. Staff recommends including a 10% contingency (\$23,464) to address any unforeseen conditions for a total estimated cost of \$258,107. This project will be funded through the Capital Improvement Program, specifically from fund 51-845.

ATTACHMENTS

- A. Resolution
- B. Bid Proposal from RWR Construction, Inc.

RESOLUTION 24-__

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FAIRFAX AWARDING A CONTRACT TO RWR CONSTRUCTION INC; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT FOR THE 103 ROCCA DRIVE ROADWAY STABILIZATION AND RETAINING WALL PROJECT AND PAY AN AMOUNT NOT TO EXCEED \$234,643, WITH AN ADDITIONAL CONTINGENCY OF 10%, FOR A PROJECT TOTAL OF UP TO \$258,107

WHEREAS, staff has been monitoring a section of roadway located near the address of 103 Rocca that has experienced movement over time leading to concerns that the slope could fail and damage a private structure and property below; and

WHEREAS, decades past, an adjacent section of the slope had failed, and the Town made repairs at that time to stabilize the slope and that this new location is adjacent to the previously failed area; and

WHEREAS, Miller Pacific Engineering Group have prepared plans and specifications for the project which were recently issued as part of an invitation to bid and estimated construction costs of approximately \$250,000; and

WHEREAS, the Bid Proposal from RWR Construction, Inc for an amount not to exceed \$234,643, was the lowest and was deemed responsive and responsible.

WHEREAS, a contingency of 10% or \$23,464 will be included in the budget to address any unforeseen conditions for a total estimated cost of \$258,107; and

WHEREAS, Funds are currently available in the Capital Improvement Program under fund 51-845; and

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Fairfax, California hereby authorizes the Town Manager to execute and pay for a construction contract with RWR Construction, Inc for the 103 Rocca Drive Roadway Stabilization and Retaining Wall project in the amount of \$234,643 and include a 10% Contingency for a total project cost of up to \$258,107.

The foregoing resolution was duly passed and adopted by the Town Council of the Town of Fairfax at a duly noticed meeting held in said Town on the 4th day of September, 2024 by the following vote:

AYES:
NOES:
ABSENT:

ATTEST

BARBARA COLER
MAYOR

CHRISTINE FOSTER
DEPUTY TOWN CLERK

00 41 43 – BID FORMS

1.1 Bid.

Bids will be received at the Town of Fairfax, 142 Bolinas Rd., Fairfax, California 94930, until **2:00 p.m. pst, August 13, 2024**

NAME OF BIDDER: RWR Construction Inc.

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

103 Rocca Road Stabilization and Retaining Wall Project

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project, as described and in strict conformity with the Drawings, and these Specifications for TOTAL BID PRICE indicated herein.

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

Addenda No. #1 dated 8/7/24

1. Attached is the required Bid Guarantee in the amount of not less than 10% of the Total Bid Price.
2. Attached is the completed Designation of Subcontractors form.
3. Attached is the fully executed Noncollusion Declaration form.
4. Attached is the completed Iran Contracting Act Certification form.
5. Attached is the completed Public Works Contractor Registration Certification form.
6. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.
7. Attached is the completed Bidder Information and Experience form.

A. BID SCHEDULE

Item	Description	Quantity	Unit	Unit Cost	Extension
1	Mobilization	1	LS	\$11,333	\$11,333
2	Clearing and Grubbing	1	LS	\$7,054	\$7,054
3	Demolition and Removal	1	LS	\$7,054	\$7,054
4	18-Inch Drilled Hole	165	LF	\$168	\$27,737
5	Steel Soldier Pile	253	LF	\$163	\$41,256
6	Timber Lagging	420	SF	\$44	\$18,279
7	Tieback Anchors	5	EA	\$7,505	\$37,524
8	Steel Waler	25	LF	\$523	\$13,075
9	Backfill	125	CY	\$233	\$29,172
10	Rock Slope Protection	8	TON	\$317	\$2,534
11	Midwest Guardrail System (Steel Post)	50	LF	\$288	\$14,388
12	Retaining Wall Safety Rail	50	LF	\$302	\$15,081
13	Hydroseeding and Planting	1	LS	\$8,956	\$8,956
Total					\$234,643

The costs for any Work shown or required in the Contract Documents, but not specifically identified as a line item are to be included in the related line items and no additional compensation shall be due to Contractor for the performance of the Work.

In case of discrepancy between the Unit Price and the Item Cost set forth for a unit basis item, the unit price shall prevail and shall be utilized as the basis for determining the lowest responsive, responsible Bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the Unit Price.

For purposes of evaluating Bids, the Town will correct any apparent errors in the extension of unit prices and any apparent errors in the addition of lump sum and extended prices.

The estimated quantities for Unit Price items are for purposes of comparing Bids only and the Town makes no representation that the actual quantities of work performed will not vary from the estimates. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the Unit Price.

B. TOTAL BID PRICE:

TOTAL BID PRICE BASED ON BID SCHEDULE TOTAL OF UNIT PRICES FOR 103 ROCCA ROAD STABILIZATION AND RETAINING WALL PROJECT	
\$ <u>234,643</u>	Total Bid Price in Numbers
\$ <u>TWO hundred thirty four thousand six hundred & forty three</u>	Total Bid Price in Written Form
DOLLARS	
In case of discrepancy between the written price and the numerical price, the written price shall prevail.	

The undersigned agrees that this Bid Form constitutes a firm offer to the Town which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the Bid opening, or until a Contract for the Work is fully executed by the Town and a third party, whichever is earlier.

The successful bidder hereby agrees to sign the contract and furnish the necessary bonds and certificates of insurance within ten (10) working days after the Town provides the successful bidder with the Notice of Award.

Upon receipt of the signed contract and other required documents, the contract will be executed by the Town, after which the Town will prepare a letter giving Contractor Notice to Proceed. The official starting date shall be the date of the Notice to Proceed, unless otherwise specified. The undersigned agrees to begin the Work within ten (10) working days of the date of the Notice to Proceed, unless otherwise specified.

The undersigned has examined the location of the proposed work and is familiar with the Drawings and Specifications and the local conditions at the place where work is to be done.

If awarded the contract, the undersigned agrees that there shall be paid by the undersigned and by all subcontractors to all laborers, workers and mechanics employed in the execution of such contract no less than the prevailing wage rate within Marin County for each craft, classification, or type of worker needed to complete the Work contemplated by this contract as established by the Director of the Department of Industrial Relations. A copy of the prevailing rate of per diem

wages are on file at the Town's Administration Office and shall be made available to interested parties upon request.

Enclosed find cash, bidder's bond, or cashier's or certified check No. _____ from the _____ Bank in the amount of _____, which is not less than ten percent (10%) of this bid, payable to Town of Fairfax as bid security and which is given as a guarantee that the undersigned will enter into a contract and provide the necessary bonds and certificates of insurance if awarded the Work.

The bidder furthermore agrees that in case of bidder's default in executing said contract and furnishing required bonds and certificates of insurance, the cash, bidder's bond, or cashier's or certified check accompanying this proposal and the money payable thereon shall become and shall remain the property of the Town of Fairfax.

Bidder is an individual _____, or corporation , or partnership _____, organized under the laws of the State of California.

Bidder confirms license(s) required by California State Contractor's License Law for the performance of the subject project are in full effect and proper order. The following are the Bidder's applicable license number(s), with their expiration date(s) and class of license(s):

- 1) CA CSLB # 527433 - AB
- 2) PW-LR - 1000924423 - Department of Industrial Relations
- 3) TOWN of Fairfax BUSINESS License # 107070

If the Bidder is a joint venture, each member of the joint venture must include the required licensing information.

Sureties that will furnish the Faithful Performance Bond and the Labor and Material Payment Bond, in the form specified herein, in an amount equal to one hundred percent (100%) of the contract price within ten (10) working days from the date the Town provides the successful bidder the Notice of Award. Sureties must meet all of the State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120 and must be authorized by the State of California.

The insurance company or companies to provide the insurance required in the contract documents must have a Financial Strength Rating of not less than "A-" and a Financial Size Category of not less than "Class VII" according to the latest Best Key Rating Guide. At the sole discretion of the Town, the Town may waive the Financial Strength Rating and the Financial Size Category classifications for Workers' Compensation insurance.

(signatures continued on next page)

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

Executed at 200 Gary Place, on this 12 day of August 2024
San Rafael CA 94901 (Bidders Name – Print or Type)

Tony Camacho, General
(Name and Title) Manager

(Corporate Seal)

(Signature) 

Names of individual members of firm or names and titles of all officers of corporation and their addresses are listed below:

Name Roderic Roche Title President
Complete Address 200 Gary Pl. San Rafael CA 94901
Phone 415 457 5658 FAX 415 - 457 - 1932

Name Tony Camacho Title General Manager
Complete Address 200 Gary Place, San Rafael CA 94901
Phone 415 457 5658 FAX 415 457 1932

Name _____ Title _____
Complete Address _____
Phone _____ FAX _____

Name _____ Title _____
Complete Address _____
Phone _____ FAX _____

1.2 Bid Bond

[Note: Not required when other form of Bidder's Security, e.g. cash, certified check or cashier's check, accompanies bid.]

The makers of this bond are, RWR Construction, Inc., as Principal, and Developers Surety and Indemnity Company, as Surety and are held and firmly bound unto the Town of Fairfax, hereinafter called the Town, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to Town for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated August 13, 20 24, for 103 ROCCA ROADWAY STABILIZATION AND RETAINING WALL PROJECT

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

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

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

By their signatures hereunder, Surety and Principal hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 8th day of August, 20 24, the name and corporate seal of each corporation.

(Corporate Seal)

RWR Construction, Inc.
Contractor/ Principal

By [Signature]

Title General Manager

Developers Surety and Indemnity Company

(Corporate Seal)

Surety

By Rose Vittiglio

(Attach Attorney-in-Fact Certificate)

Title Rose Vittiglio, Attorney-In-Fact

SEE
ATTACHED

Acknowledgement Form

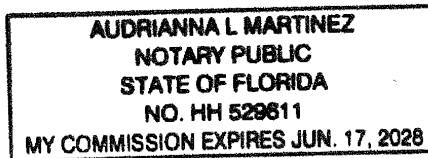
State of FLORIDA)

)ss.:

County of SEMINOLE)

On the 8th day of July in the year 2024, before me, the undersigned notary public, personally appeared Rose Vittiglio, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Audrianna L. Martinez Notary Public



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 }

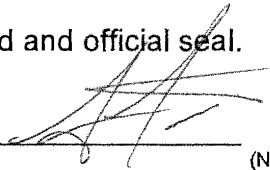
County of Marin }

On 08/13/2024 before me, J.C. Lopez Uriostegui, Notary Public
(Here insert name and title of the officer)

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

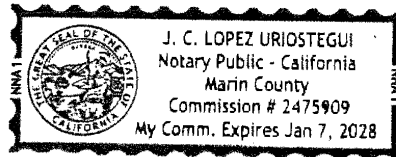
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



 Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bid Bond
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ 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.

**POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY**
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Rose Vittiglio, Barry Page, Bonnie Robbins, Marsha Wendt, Charles Bornazian, Jean E. Liu and Brenna Tuccelli, of Longwood, FL

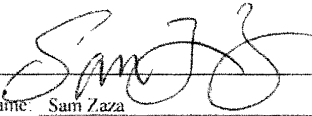
as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective April 3, 2023 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023

By: 
Printed Name: Sam Zaza
Title: President, Surety Underwriting



ACKNOWLEDGEMENT:

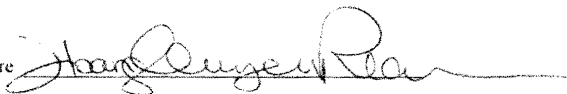
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

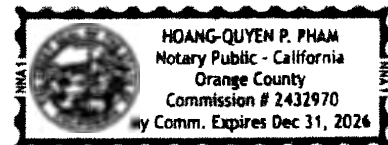
STATE OF California COUNTY OF Orange

On this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

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

WITNESS my hand and official seal.

Signature 



CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.

DocuSigned by:
By:  Barry W. Moses, Assistant Secretary

POA No. N/A

DocuSign Envelope ID: 3352BFD6-5E9D-4796-837E-C1E455E6530F

Ed. 0323

Signed and sealed this 8th day of August, 2024.

1.3 List of Subcontractors

In compliance with the Subletting and Subcontracting Fair Practices Act Chapter 4 (commencing at Section 4100), Part 1, Division 2 of the Public Contract Code of the State of California and any amendments thereof, Bidder shall set forth below: (a) the name and the location of the place of business, (b) the California contractor license number, (c) the DIR public works contractor registration number unless exempt pursuant to Labor Code Sections 1725.5 and 1771.1, and (d) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement to be performed under this Contract in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If a Bidder fails to specify a subcontractor or if a contractor specifies more than one subcontractor for the same portion of work, then the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of work and that it shall perform that portion itself.

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	% of Work
Welding	NORCAL Welding	7924 West 11th St. Tracy CA 95304	989501	1000022841	3%

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	% of Work

(Attach additional sheets if necessary)

Name of Bidder RWR Construction

Signature 

Name and Title Tony Camacho, General Manager

Dated 8/12/24

1.4 Bidder Information and Experience Form

ARTICLE 1. INFORMATION ABOUT BIDDER

(Indicate not applicable ("N/A") where appropriate.)

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

- 1.0 Name of Bidder: RWR Construction Inc.
- 2.0 Type, if Entity: CORPORATION
- 3.0 Bidder Address: 200 Gary Place
San Rafael CA 94901
415 457 5658
Facsimile Number Telephone Number
EXECUTIVE ASSIST @ RWR-INC.COM
Email Address
- 4.0 How many years has Bidder's organization been in business as a Contractor?
35 years
- 5.0 How many years has Bidder's organization been in business under its present name? NO
- 5.1 Under what other or former names has Bidder's organization operated? N/A
- 6.0 If Bidder's organization is a corporation, answer the following:
 - 6.1 Date of Incorporation: 1990
 - 6.2 State of Incorporation: CA
 - 6.3 President's Name: Roderic Roche
 - 6.4 Vice-President's Name(s): N/A
 - 6.5 Secretary's Name: N/A
 - 6.6 Treasurer's Name: N/A

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: N/A

7.2 Name and address of all partners (state whether general or limited partnership):

N/A

8.0 If other than a corporation or partnership, describe organization and name principals:

N/A

9.0 List other states in which Bidder's organization is legally qualified to do business.

N/A

10.0 What type of work does the Bidder normally perform with its own forces?

Earthwork, foundations, concrete, drilling

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

No

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

No

13.0 List Trade References:

- Golden State Lumber
- Water Components Building Supply
- Shamrock
- Jensen Pre Cast

14.0 List Bank References (Bank and Branch Address):

Chase Bank
401 Sir Francis Drake
Greenbrae CA 94904

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

Developers Surety + Indemnity Company.
59 Maiden Ln. 43rd Floor
New York, NY 10038

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

ARTICLE 3. LIST OF COMPLETED PROJECTS – LAST THREE YEARS

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

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

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work
378 Scenic Rd. 78 Wreden Rd	TOWN OF FAIRFAX roadway stabilization	2022	\$345K
145 Canyon Wy	TOWN OF FAIRFAX road improvement	2023	\$489K
Wilson Wy.	CITY OF LARKSPUR containment wall	2021	\$41K
Owswood Drive Rice Lane	CITY OF LARKSPUR retaining walls	2021	\$232K

ARTICLE 4. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

Raul Serrano 50%
supervisor / junior estimator

2. Summarize each person's specialized education:

- 1) B.S. Computer Science
- 2) A.S. Construction Management

3. List each person's years of construction experience relevant to the project:

19 years

4. Summarize such experience:

- Labor / on site work, finisher, carpentry
- Two years administrative work
- 3 yrs. supervisor / junior estimator

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

Changes Occuring Since Prequalification

If any substantive changes have occurred since Bidder submitted its prequalification package for this Project, Bidder shall list them below. If none are listed, Bidder certifies that no substantive changes have occurred.

Additional Bidder's Statements:


If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

ARTICLE 5. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder RWR Construction

Signature 

Name Tony Camacho

Title General Manager

Date 8/12/24

1.5 Non-Collusion Declaration

The undersigned declares:

I am the General manager of RWR construction, the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 12 [date], at San Rafael [city], California [state].

Name of Bidder RWR construction

Signature _____

Name Tony Camacho

Title General Manager

1.6 Iran Contracting Act Certification.
(Public Contract Code section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

The Contractor is not:

(1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(2) a financial instruction that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

The Town has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the Town will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signature: _____

Printed Name: Tony Camacho

Title: General Manager

Firm Name: RWR Construction

Date: 6/12/24

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

1.7 Public Works Contractor Registration Certification

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.¹

Name of Bidder: RWR Construction

DIR Registration Number: 1000984423

DIR Registration Expiration: 6/30/27

Small Project Exemption: _____ Yes or X No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder RWR Construction

Signature [Signature]

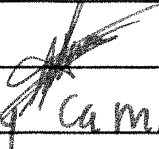
Name and Title Tony Camacho, General Manager

Dated 5/12/24

¹ If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

1.8 Contractor's Certificate Regarding Workers' Compensation.

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

Name of Bidder RWR Construction
Signature 
Name Tony Camacho
Title General Manager
Dated 8/12/24