

00 41 43 – BID FORMS

1.1 Bid.

Bids will be received at the Newcastle Rocklin Gold Hill Cemetery District, **850 Taylor Rd, Newcastle, CA 95658**, until 2:00 p.m. PDT, on Thursday, June 18, 2026.

NAME OF BIDDER: Mission Constructors Inc

Newcastle Rocklin Gold Hill Cemetery District
850 Taylor Rd
Newcastle, CA 95658

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:

Rocklin Cemetery Pavement 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, 2, 3

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. BASE BID SCHEDULE

ROCKLIN CEMETERY PAVEMENT PROJECT BASE BID SCHEDULE					
No.	Item	Quantity	Units	Unit Price	Total
1	Mobilization	1	LS	\$ 47,000	\$ 47,000
2	Remove and Install Pavement Section, 3 over 6	34,487	SF	\$ 6.70	\$ 231,662.90
3	Remove and Install Pavement Section, 3 over 3	22,714	SF	\$ 5.90	\$ 134,012.60
4	Digout Repair Full Section	1,056	SF	\$ 10	\$ 10,560 [€]
5	1.5 Inch Remove and Install Pavement Section	9,674	SF	\$ 3.20	\$ 30,956.80
6	Roadway Widening Per Plan and Detail 4 & 5, Sheet C2	1,705	SF	\$ 23	39,215 [€]
7	Remove and Replace Utility Box and Utilities and Reinstall New Water and Electrical System Complete.	2	Each	\$ 24,800	\$ 49,600 [€]
8	New Drainage Box Complete	2	Each	\$ 2,600	\$ 5,200 [€]
9	Install 8 Inch HDPE Storm Drain Line Complete	1	LF	\$ 142 [€]	\$ 142.00 [€]
10	Install Concrete Vertical Curb Complete	335	LF	\$ 104 [€]	\$ 34,840 [€]
11	Pavement Markings Complete	1	LS	\$ 6,500	\$ 6,500 [€]
Sub Total Base Bid Price					\$ 589,089.30

B. BID DEDUCTIVE ALTERNATE 1

ROCKLIN CEMETERY PAVEMENT PROJECT BID DEDUCTIVE ALTERNATE SCHEDULE					
No.	Item	Quantity	Units	Unit Price	Total
1	Seal coat roadways	160,000	SF	\$ 0.55	\$ 88,000 [€]
Sub Total Bid Deductive Alternate 1 Price					\$ 88,000[€]

C. BID DEDUCTIVE ALTERNATE 2

ROCKLIN CEMETERY PAVEMENT PROJECT BID DEDUCTIVE ALTERNATE SCHEDULE					
No.	Item	Quantity	Units	Unit Price	Total
1	Geotextile Fabric	60,316	SF	\$0.85	\$51,286.60
Sub Total Bid Deductive Alternate 2 Price					\$51,286.60

D. TOTAL BID PRICE (INCLUDES ALL DEDUCTIVE ALTERNATES):

TOTAL BID PRICE BASED ON BID SCHEDULE TOTAL OF UNIT PRICES FOR THE ROCKLIN CEMETERY PAVEMENT PROJECT	
\$ 728,375.90	Total Bid Price in Numbers
\$ Seven hundred and twenty eight thousand three hundred seventy five and ninety cents	Total Bid Price in Written Form
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 District 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 District 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 District 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 District, after which the District 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 Placer 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 District'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 Newcastle Rocklin Gold Hill Cemetery District 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 Newcastle Rocklin Gold Hill Public Cemetery District.

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):

CSLB No. 973263 - Class A General Engineering Contractor

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 District 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 District, the District may waive the Financial Strength Rating and the Financial Size Category classifications for Workers' Compensation insurance.

(signatures continued on next page)

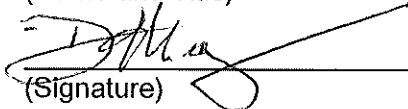
I hereby certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Executed at SAN FRANCISCO, on this 17 day of June, 2026.

Mission Constructors Inc
(Bidders Name – Print or Type)

Daniel Harry VPO
(Name and Title)

(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 Jaime Gonzalez Title CEO

Complete Address 510 Murray St Santa Cruz CA 95062

Phone 415-282-8453 FAX _____

Name Daniel Harry Title VPO

Complete Address 1616 Goldengate Ave San Francisco CA 94115

Phone 415-914-5628 FAX _____

Name _____ Title _____

Complete Address _____

Phone _____ FAX _____

Name _____ Title _____

Complete Address _____

Phone _____ FAX _____


AIA® Document A310™ – 2010
Bid Bond**CONTRACTOR:***(Name, legal status and address)*

Mission Constructors Inc
195 Bayshore Blvd.
San Francisco, CA 94124

OWNER:*(Name, legal status and address)*

Newcastle-Rocklin- Gold Hill Cemetery District
4090 Kannasto St, Rocklin, CA 95677

SURETY:*(Name, legal status and principal place of business)*

Merchants Bonding
6700 Westown Parkway
West Des Moines, IA 50266

BOND AMOUNT: \$ 10% of amount bid.**PROJECT:***(Name, location or address, and Project number, if any)*

Rocklin Cemetery Paving Project

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Int.

AIA Document A310™ – 2010. Copyright © 1983, 1970 and 2010 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 08:45:44 on 12/07/2010 under Order No.3952872523_1 which expires on 07/26/2011, and is not for resale.
User Notes:

(1283017540)

1

Signed and sealed this 16th day of June, 2026.

(Witness)

(Witness)

Mission Constructors Inc

(Principal)

(Seal)

By: 

V.P.O.

(Title)

Merchants Bonding Company (Mutual)

(Surety)

(Seal)

By: 

(Title) Clayton Barrows, Attorney-In-Fact

Init.

1

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 San Joaquin

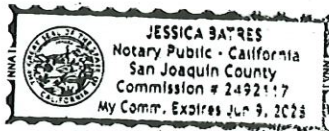
On 06/16/2026 before me, Jessica Batres, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Clayton Barrows
Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

Signature J. Batres
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Corporate Officer – Title(s): _____

Partner – Limited General

Partner – Limited General

Individual Attorney in Fact

Individual Attorney in Fact

Trustee Guardian or Conservator

Trustee Guardian or Conservator

Other: _____

Other: _____

Signer is Representing: _____

Signer is Representing: _____

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Clayton Barrows; Debbie M Young; Dennis H Pope; Nadine Juarez; Nichole Gutierrez

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

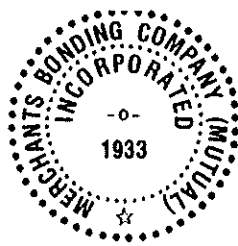
This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation. In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation. In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.



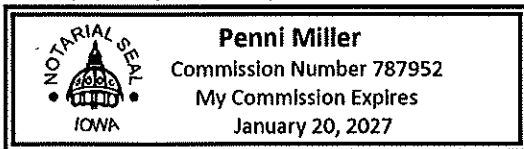
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

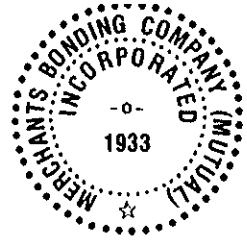


(Expiration of notary's commission does not invalidate this instrument)

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 16th day of June, 2026.



Secretary

CALIFORNIA ALL-PURPOSE 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 San Francisco }

On _____ before me, **Jacqueline Sanders Norris, Notary Public** personally appeared **Daniel Harry** 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 State of California that the foregoing paragraph is true and correct.



PLACE NOTARY SEAL ABOVE

WITNESS my hand and official seal.

SIGNATURE


JACQUELINE SANDERS NORRIS, NOTARY PUBLIC
My commission expires **01/27/2029**

Optional Information

Document Title: Bid Bond

Capacity Claimed by Custodian

- Individual Agent/Attorney Trustee Business Proprietor/Manager
 Other: _____

Identification Verification

- Personally Known
 Produced Identification

Type of ID Provided

- Driver's License ID card
 Passport Card Passport
 Other:

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.

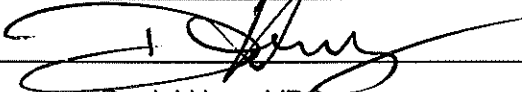
If a Bidder fails to specify a subcontractor or if a contractor specifies more than one subcontractor for the same portion of work, then the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of work and that it shall perform that portion itself.

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

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 Mission Constructors Inc

Signature 

Name and Title Daniel Harry VPO

Dated 06/17/2026

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: Mission Constructors, Inc.

2.0 Type, if Entity: California Corp

3.0 Bidder Address: 195 Bayshore Blvd San Francisco CA 94124

415-914-5628

Facsimile Number Telephone Number

dan@missionconst.com

Email Address

4.0 How many years has Bidder's organization been in business as a Contractor?
14

5.0 How many years has Bidder's organization been in business under its present name? 14

5.1 Under what other or former names has Bidder's organization operated? none

6.0 If Bidder's organization is a corporation, answer the following:

6.1 Date of Incorporation: 05/01/2012

6.2 State of Incorporation: California

6.3 President's Name: Jaime Gonzalez

6.4 Vice-President's Name(s): Daniel Harry

6.5 Secretary's Name: _____

6.6 Treasurer's Name: Garth Duzi CFO

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

7.1 Date of Organization: _____

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

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

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

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

Asphalt paving, concrete flatwork, ADA upgrades, utility trench restoration,

excavation, grading, site clearing, and pavement markings

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:

Cordia / Mike Eurkus - (415) 716-8766

San Jose Water Company - (408) 377-2793

PG&E -Mark Hayane - 925-342-0025

Joe Spadaro - (916) 540-6308

14.0 List Bank References (Bank and Branch Address):

Steve Hoffman VP Commercial Banking

California Bank & Trust

5240 N Palm Ave 100

Fresno CA 93704

559 438 2651

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

Merchants Bonding Company (Mutual)

6700 Westown Parkway, West Des Moines, IA 50266

(800) 678-8171

[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
Kaiser SJ 275 MOB Gen.	Concrete, fencing, utilities, CMU, asphalt	12/12/2025	950,000
Larkin & McAllister	Site work and restoration	3/06/2026	1.1 mil
Newhall St J3-044	Utility restoration/access leveling	02/25/2026	250,000
Ardendale - PG&E	Restoration/access leveling	03/20/2026	1.350,000
Kaiser ROS Parking	Site concrete, DI, drains, asphalt	09/11/2025	1,250,000.

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:

VPO - Daniel Harry - 10%;

PM - Ryan Waters/Alfredo Olguin - 20-30%
Jose Plata Suprtintendent

2. Summarize each person's specialized education:

Ryan Waters: BS Chemistry/math minor;

Aaron Tezcucano: Civil Eng. degree

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

Daniel Harry: 20 yrs; Albar Cordova: 16 yrs; Jose Plata: 25 yrs;

Alfredo Olguin: 40 yrs; Ryan Waters: 6 yrs; Aaron Tezcucano: 3 yrs

4. Summarize such experience:

Public works utility restoration, asphalt paving, ADA concrete, grading,

site concrete, trench restoration, and multi-location scheduling.

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 District.

Changes Occurring 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 Mission Constructors, Inc.

Signature 

Name Daniel Harry

Title Vice President of Operations

Date 06/17/2026

1.5 Non-Collusion Declaration

The undersigned declares:

I am the Vice President of Mission Constructors, Inc, 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 06/17/2026 [date], at San Francisco [city], California [state].

Name of Bidder Mission Constructors, Inc.

Signature 

Name Daniel Harry

Title Vice President of Operations

CALIFORNIA ALL-PURPOSE 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 San Francisco }

On _____ before me, **Jacqueline Sanders Norris, Notary Public** personally appeared **Daniel Harry** 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 State of California that the foregoing paragraph is true and correct.



PLACE NOTARY SEAL ABOVE

WITNESS my hand and official seal.

SIGNATURE _____

JACQUELINE SANDERS NORRIS, NOTARY PUBLIC
My commission expires **01/27/2029**

Optional Information

Document Title: Non-Collusion Declaration

Capacity Claimed by Custodian

- Individual Agent/Attorney Trustee Business Proprietor/Manager
 Other: _____

Identification Verification

- Personally Known
 Produced Identification

Type of ID Provided

- Driver's License ID card
 Passport Card Passport
 Other:

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:

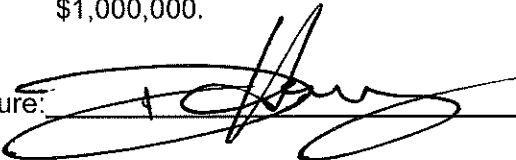
The Contractor is not:

- (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 District has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the District 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: Daniel Harry

Title: Vice President of Operations

Firm Name: Mission Constructors, Inc.

Date: 06/17/2026

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: Mission Constructors, Inc.

DIR Registration Number: 2000014786

DIR Registration Expiration: 06/31/2028

Small Project Exemption: Yes or 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 Mission Constructors, Inc.

Signature 

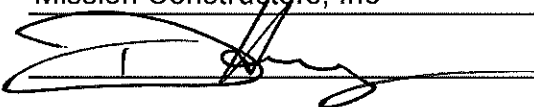
Name and Title Daniel Harry, Vice President of Operations

Dated 06/17/2026

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."

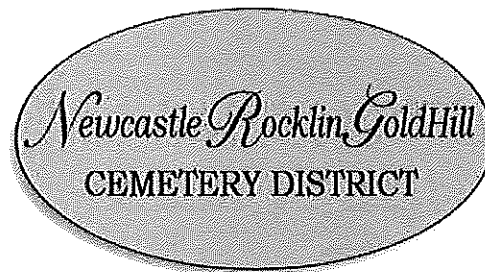
1.8 Contractor's Certificate Regarding Workers' Compensation.

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 Mission Constructors, Inc
Signature 
Name Daniel Harry
Title Vice President of Operations
Dated 06/17/2026

**NEWCASTLE ROCKLIN GOLD HILL
CEMETERY DISTRICT**

NEWCASTLE, CALIFORNIA



CONTRACT DOCUMENTS AND SPECIFICATIONS FOR:

ROCKLIN CEMETERY PAVEMENT PROJECT

NUMBER: 2026.2

SPECIFICATIONS DATED: 06-02-2026

BID DATE: JUNE 18, 2026 at 2:00 PM PDT

TABLE OF CONTENTS

	<u>Page</u>
00 11 16 – NOTICE INVITING BIDS	6
00 21 13 – INSTRUCTIONS TO BIDDERS	8
ARTICLE 1. SECURING DOCUMENTS	8
ARTICLE 2. EXAMINATION OF SITE AND CONTRACT DOCUMENTS	8
ARTICLE 3. INTERPRETATION OF DRAWINGS AND DOCUMENTS	8
ARTICLE 4. PRE-BID CONFERENCE	9
ARTICLE 5. ADDENDA	9
ARTICLE 6. ALTERNATE BIDS	9
ARTICLE 7. COMPLETION OF BID FORMS	9
ARTICLE 8. MODIFICATIONS OF BIDS	9
ARTICLE 9. SUBCONTRACTORS	10
ARTICLE 10. LICENSING REQUIREMENTS	10
ARTICLE 11. BID GUARANTEE (BOND)	10
ARTICLE 12. IRAN CONTRACTING ACT OF 2010	10
ARTICLE 13. NONCOLLUSION DECLARATION	11
ARTICLE 14. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION	11
ARTICLE 15. BIDDER INFORMATION AND EXPERIENCE FORM	11
ARTICLE 16. WORKERS' COMPENSATION CERTIFICATION	11
ARTICLE 17. SIGNING OF BIDS	12
ARTICLE 18. SUBMISSION OF SEALED BIDS	12
ARTICLE 19. OPENING OF BIDS	12
ARTICLE 20. WITHDRAWAL OF BID	13
ARTICLE 21. BIDDERS INTERESTED IN MORE THAN ONE BID	13
ARTICLE 22. SUBSTITUTION OF SECURITY	13
ARTICLE 23. PREVAILING WAGES	13
ARTICLE 24. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS	13
ARTICLE 25. INSURANCE REQUIREMENTS	14
ARTICLE 26. PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS	14
ARTICLE 27. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES	14
ARTICLE 28. PERMIT AND INSPECTION FEE ALLOWANCE	14
ARTICLE 29. FILING OF BID PROTESTS	14
ARTICLE 30. BASIS OF AWARD; BALANCED BID	15

ARTICLE 31. AWARD PROCESS.....	15
ARTICLE 32. EXECUTION OF CONTRACT	15
ARTICLE 33. QUESTIONS	16
00 31 32 – GEOTECHNICAL REPORT	17
00 41 43 – BID FORMS	18
ARTICLE 1. INFORMATION ABOUT BIDDER	28
ARTICLE 2. LIST OF CURRENT PROJECTS (BACKLOG)	31
ARTICLE 3. LIST OF COMPLETED PROJECTS – LAST THREE YEARS	32
ARTICLE 4. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE.....	33
ARTICLE 5. VERIFICATION AND EXECUTION	34
00 52 13 – CONTRACT	39
00 61 13 – BOND FORMS	43
00 72 13 – GENERAL CONDITIONS.....	52
ARTICLE 1. DEFINED TERMS	52
ARTICLE 2. CONTRACT DOCUMENTS.....	56
ARTICLE 3. PRECONSTRUCTION AND CONSTRUCTION COMMUNICATION	56
ARTICLE 4. CONTRACT DOCUMENTS: COPIES & MAINTENANCE.....	57
ARTICLE 5. EXAMINATION OF DRAWINGS, SPECIFICATIONS AND SITE OF WORK	57
ARTICLE 6. MOBILIZATION	57
ARTICLE 7. EXISTENCE OF UTILITIES AT THE WORK SITE	58
ARTICLE 8. SOILS INVESTIGATIONS	59
ARTICLE 9. CONTRACTOR'S SUPERVISION	60
ARTICLE 10. WORKERS.....	60
ARTICLE 11. INDEPENDENT CONTRACTORS.....	60
ARTICLE 12. SUBCONTRACTS	60
ARTICLE 13. VERIFICATION OF EMPLOYMENT ELIGIBILITY	61
ARTICLE 14. REQUESTS FOR SUBSTITUTION	61
ARTICLE 15. SHOP DRAWINGS.....	62
ARTICLE 16. SUBMITTALS.....	63
ARTICLE 17. MATERIALS	63
ARTICLE 18. PERMITS AND LICENSES.....	64
ARTICLE 19. TRENCHES.....	64
ARTICLE 20. TRAFFIC CONTROL.....	65
ARTICLE 21. DIVERSION OF RECYCLABLE WASTE MATERIALS	65

ARTICLE 22.	REMOVAL OF HAZARDOUS MATERIALS.....	66
ARTICLE 23.	SANITARY FACILITIES.....	66
ARTICLE 24.	AIR POLLUTION CONTROL.....	66
ARTICLE 25.	LAYOUT AND FIELD ENGINEERING.....	66
ARTICLE 26.	TESTS AND INSPECTIONS.....	66
ARTICLE 27.	PROTECTION OF WORK AND PROPERTY.....	67
ARTICLE 28.	CONTRACTOR'S MEANS AND METHODS.....	68
ARTICLE 29.	AUTHORIZED REPRESENTATIVES.....	68
ARTICLE 30.	HOURS OF WORK.....	68
ARTICLE 31.	PAYROLL RECORDS; LABOR COMPLIANCE.....	69
ARTICLE 32.	PREVAILING RATES OF WAGES.....	70
ARTICLE 33.	PUBLIC WORKS CONTRACTOR REGISTRATION.....	71
ARTICLE 34.	EMPLOYMENT OF APPRENTICES.....	71
ARTICLE 35.	NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY.....	71
ARTICLE 36.	DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS.....	72
ARTICLE 37.	LABOR/EMPLOYMENT SAFETY.....	72
ARTICLE 38.	INSURANCE.....	73
ARTICLE 39.	FORM AND PROOF OF CARRIAGE OF INSURANCE.....	76
ARTICLE 40.	TIME FOR COMPLETION AND LIQUIDATED DAMAGES.....	77
ARTICLE 41.	COST BREAKDOWN AND PERIODIC ESTIMATES.....	78
ARTICLE 42.	PROGRESS ESTIMATES AND PAYMENT.....	78
ARTICLE 43.	SECURITIES FOR MONEY WITHHELD.....	80
ARTICLE 44.	CHANGES AND EXTRA WORK.....	80
ARTICLE 45.	FINAL ACCEPTANCE AND PAYMENT.....	94
ARTICLE 46.	OCCUPANCY.....	95
ARTICLE 47.	INDEMNIFICATION.....	95
ARTICLE 48.	PROCEDURE FOR RESOLVING DISPUTES.....	96
ARTICLE 49.	DISTRICT'S RIGHT TO TERMINATE CONTRACT.....	100
ARTICLE 50.	WARRANTY AND GUARANTEE OF WORK.....	103
ARTICLE 51.	DOCUMENT RETENTION & EXAMINATION.....	105
ARTICLE 52.	SEPARATE CONTRACTS.....	105
ARTICLE 53.	NOTICE AND SERVICE THEREOF.....	106
ARTICLE 54.	NOTICE OF THIRD PARTY CLAIMS.....	106
ARTICLE 55.	STATE LICENSE BOARD NOTICE.....	106
ARTICLE 56.	INTEGRATION.....	107
ARTICLE 57.	ASSIGNMENT OF CONTRACT.....	107

ARTICLE 58. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY.....	107
ARTICLE 59. ASSIGNMENT OF ANTITRUST ACTIONS	107
ARTICLE 60. PROHIBITED INTERESTS.....	107
ARTICLE 61. CONTROLLING LAW.....	108
ARTICLE 62. JURISDICTION; VENUE	108
ARTICLE 63. LAWS AND REGULATIONS	108
ARTICLE 64. PATENTS.....	108
ARTICLE 65. OWNERSHIP OF CONTRACT DOCUMENTS	108
ARTICLE 66. NOTICE OF TAXABLE POSSESSORY INTEREST	108
ARTICLE 67. SURVIVAL OF OBLIGATIONS.....	108
00 73 13 – SPECIAL CONDITIONS.....	110
01 23 00 – ALTERNATES.....	113
01 29 73 – SCHEDULE OF VALUES.....	115
01 29 76 – PROGRESS PAYMENT PROCEDURES	116
01 31 00 – PROJECT MANAGEMENT AND COORDINATION	119
01 31 19 – PROJECT MEETINGS	123
01 32 16 – CONSTRUCTION PROGRESS SCHEDULE	127
01 33 00 – SUBMITTAL PROCEDURES	132
01 41 00 – REGULATORY REQUIREMENTS AND PERMITS.....	138
01 56 39 - TEMPORARY TREE AND PLANT PROTECTION.....	140
01 57 00 – STORM WATER POLLUTION PREVENTION	145
01 71 23 – FIELD ENGINEERING AND SURVEYING	156
01 77 00 – CLOSEOUT PROCEDURES.....	158
03 10 00 – CONCRETE FORMWORK.....	162
03 30 00 – CAST IN PLACE CONCRETE.....	166
31 10 00 - SITE CLEARING.....	174
31 20 00 – EARTHWORK.....	177
31 32 10 – GEOTEXTILE FOR SUBGRADE STABILIZATION	180
32 11 23 – AGGREGATE BASE	183
32 12 16 – ASPHALTIC CONCRETE PAVING	187
32 01 13 – ASPHALT EMULSION SEAL COAT.....	191
32 17 23 - PAVEMENT MARKING.....	195
32 16 13 – CONCRETE CURBS, GUTTERS, WALKS.....	198

00 11 16 – NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the Newcastle Rocklin Gold Hill Cemetery District (“District”) invites and will receive sealed Bids up to but not later than **2:00 p.m. PDT, on Thursday, June 18, 2026** at the office of the Newcastle Rocklin Gold Hill Cemetery District office, located at 850 Taylor Rd, Newcastle, CA 95658, for the furnishing to District of all labor, equipment, materials, tools, services, transportation, permits, utilities, and all other items necessary for **Rocklin Cemetery Pavement Project** (the “Project”). At said time, Bids will be publicly opened and read aloud at **850 Taylor Rd, Newcastle, CA 95658**. Bids received after said time shall be returned unopened. Bids shall be valid for a period of 90 calendar days after the Bid opening date.

The work consists of the construction roadway drainage improvements, utility infrastructure improvements and Asphalt Pavement.

Bids must be submitted on the District’s Bid Forms. Bidders may request an electronic copy of the Contract Documents (Drawings and Specifications) from the Newcastle Rocklin Gold Hill Public Cemetery District Office located at 850 Taylor Rd, Newcastle, CA 95658 and through a link on the District website (<https://www.nrgcemetery.com>).

Each Bid shall be accompanied by cash, a certified or cashier’s check, or Bid Bond secured from a surety company satisfactory to the District, the amount of which shall not be less than ten percent (10%) of the submitted Total Bid Price, made payable to Newcastle Rocklin Gold Hill Cemetery District as bid security. The bid security shall be provided as a guarantee that within five (5) working days after the District provides the successful bidder the Notice of Award, the successful Bidder will enter into a contract and provide the necessary bonds (including those required by the City of Rocklin) and certificates of insurance. The bid security will be declared forfeited if the successful Bidder fails to comply within said time. No interest will be paid on funds deposited with District.

An **“OPTIONAL”** Pre-Bid Conference is scheduled for **2:00 p.m. PDT, on Thursday June 11, 2026** to review the Project’s existing conditions at **4090 Kannasto St, Rocklin, CA 95677**.

Representatives of the District and consulting engineers, if any, will be present. Questions asked by Bidders at the Pre-Bid Conference not specifically addressed within the Contract Documents shall be answered in writing, and shall be sent to all Bidders present at the Pre-Bid Conference.

The successful Bidder will be required to furnish a Faithful Performance Bond and a Labor and Material Payment Bond each in an amount equal to one hundred percent (100%) of the Contract Price. Each bond shall be in the forms set forth herein, shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120, and that is a California admitted surety insurer.

Pursuant to Section 22300 of the Public Contract Code of the State of California, the successful Bidder may substitute certain securities for funds withheld by District to ensure its performance under the contract.

Pursuant to Labor Code Section 1773, District has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in Placer County from the Director of the Department of Industrial Relations for each craft, classification, or type of worker needed to execute this contract. A copy of these prevailing wage rates may be obtained via the internet at: www.dir.ca.gov/dlsr/

In addition, a copy of the prevailing rate of per diem wages is available at the District's office and shall be made available to interested parties upon request. The successful Bidder shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the Bidder to whom the Contract is awarded, and upon any subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the Contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

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. 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. If awarded a contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this Project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its Bid.

Unless otherwise provided in the Instructions for Bidders, each Bidder shall be a licensed contractor pursuant to sections 7000 et seq. of the Business and Professions Code in the following classification(s) throughout the time it submits its Bid and for the duration of the contract: General Building Contractor License A.

Substitution requests shall be made within 35 calendar days after the award of the contract. Pursuant to Public Contract Code Section 3400(b), the District may make findings designating that certain additional materials, methods or services by specific brand or trade name other than those listed in the Standard Specifications be used for the Project. Such findings, if any, as well as the materials, methods or services and their specific brand or trade names that must be used for the Project may be found in the Special Conditions.

District shall award the contract for the Project to the lowest responsive, responsible Bidder as determined by the District from the BASE BID PLUS ALL ALTERNATES. District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

For further information, contact Jeff Forrey, Project Manager, at jforrey@nrgcemetery.com or (916) 663-4660.

END OF NOTICE INVITING BIDS

00 21 13 – INSTRUCTIONS TO BIDDERS

ARTICLE 1. SECURING DOCUMENTS

The District will make the Contract Documents available for review at one or more plan rooms, as indicated in the Notice Inviting Bids. Please Note: Prospective Bidders who choose to review the Contract Documents at a plan room must contact the District to obtain the required Contract Documents if they decide to submit a bid for the Project.

Addenda, if any, issued during the bid period will be to those contractors who have obtained documents as described in the Notice Inviting Bids and have had their names added to the Plan Holders List. Addenda will also be posted on the District's website. Failure to acknowledge addenda may make a bid nonresponsive and not eligible for award of the contract.

ARTICLE 2. EXAMINATION OF SITE AND CONTRACT DOCUMENTS

At its own expense and prior to submitting its Bid, each Bidder shall visit the site of the proposed work and fully acquaint itself with the conditions relating to the construction and labor required so that the Bidder may fully understand the work, including but not limited to difficulties and restrictions attending the execution of the work under the contract. Each Bidder shall carefully examine the Drawings, and shall read the Specifications, Contract, and all other documents referenced herein. Each Bidder shall also determine the local conditions which may in any way affect the performance of the work, including local tax structure, contractors' licensing requirements, availability of required insurance, the prevailing wages and other relevant cost factors, shall familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work, and shall make such surveys and investigations, including investigations of subsurface or latent physical conditions at the site or where work is to be performed as may be required. Bidders are responsible for consulting the standards referenced in the Contract. The failure or omission of any Bidder to receive or examine any contract documents, forms, instruments, addenda, or other documents, or to visit the site and acquaint itself with conditions there existing shall in no way relieve any Bidder from any obligation with respect to its Bid or to the contract and no relief for error or omission will be given except as required under State law. The submission of a Bid shall be taken as conclusive evidence of compliance with this Article.

ARTICLE 3. INTERPRETATION OF DRAWINGS AND DOCUMENTS

Prospective Bidders unclear as to the true meaning of any part of the Drawings, Specifications or other proposed contract documents may submit to the Engineer of the District a written request for interpretation. The prospective Bidder submitting the request is responsible for prompt delivery. Interpretation of the Drawings, Specifications or other proposed contract documents will be made only by a written addendum duly issued and a copy of such addenda will be mailed or delivered to each prospective Bidder who has purchased a set of Drawings and Specifications. The District will not be responsible for any other explanation or interpretations of the proposed documents. If a Prospective Bidders becomes aware of any errors or omissions in any part of the Contract Documents, it is the obligation of the Prospective Bidder to promptly bring it to the attention of the District.

ARTICLE 4. PRE-BID CONFERENCE

An **“OPTIONAL”** Pre-Bid Conference is scheduled for **2:00 p.m., on Thursday June 11, 2026** to review the Project's existing conditions at **4090 Kannasto St, Rocklin, CA 95677**. Representatives of the District and consulting engineers, if any, will be present. Questions asked by Bidders at the Pre-Bid Conference not specifically addressed within the Contract Documents shall be answered in writing, and shall be sent to all Bidders present at the Pre-Bid Conference.

ARTICLE 5. ADDENDA

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

ARTICLE 6. ALTERNATE BIDS

If alternate bid items are called for in the Contract Documents, the time required for completion of the alternate bid items has already been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate bid items. The District may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work. Accordingly, each bidder must ensure that each bid item contains a proportionate share of profit, overhead, and other costs or expenses which will be incurred by the bidder.

ARTICLE 7. COMPLETION OF BID FORMS

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

ARTICLE 8. MODIFICATIONS OF BIDS

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract

Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall not delete, modify, or supplement the printed matter on the Bid Forms, or make substitutions thereon. Oral, telephonic and electronic modifications will not be considered.

ARTICLE 9. SUBCONTRACTORS

Bidder shall set forth the name, address of the place of business, and contractor license number of each subcontractor who will perform work, labor, furnish materials or render services to the bidder on said contract and each subcontractor licensed by the State of California who, under subcontract to bidder, specially fabricates and installs a portion of the Work described in the Drawings and Specifications in an amount in excess of one half of one percent (0.5%) of the total bid price, and shall indicate the portion of the work to be done by such subcontractor in accordance with Public Contract Code Section 4104.

ARTICLE 10. LICENSING REQUIREMENTS

Pursuant to Business and Professions Code Section 7028.15 and Public Contract Code Section 3300, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Business and Professions Code Section 7028.5, the District shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the District shall reject the Bid. The District shall have the right to request, and Bidders shall provide within ten (10) calendar days, evidence satisfactory to the District of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract.

Notwithstanding anything contained herein, if the Work involves federal funds, the Contractor shall be properly licensed by the time the Contract is awarded, pursuant to the provisions of Public Contract Code section 20103.5.

ARTICLE 11. BID GUARANTEE (BOND)

Each bid shall be accompanied by: (a) cash; (b) a certified or cashier's check made payable to Newcastle Rocklin Gold Hill Cemetery District; or (c) a Bid Bond secured from a surety company satisfactory to the District, the amount of which shall not be less than ten percent (10%) of the Total Bid Price, made payable to Newcastle Rocklin Gold Hill Cemetery District as bid security. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The bid security shall be provided as a guarantee that within ten (10) working days after the District provides the successful bidder the Notice of Award, the successful bidder will enter into a contract and provide the necessary bonds and certificates of insurance. The bid security will be declared forfeited if the successful bidder fails to comply within said time, and District may enter into a contract with the next lowest responsive responsible bidder, or may call for new bids. No interest shall be paid on funds deposited with the District. District will return the security accompanying the bids of all unsuccessful bidders no later than 60 calendar days after award of the contract.

ARTICLE 12. IRAN CONTRACTING ACT OF 2010

In accordance with Public Contract Code Section 2200 *et seq.*, the District requires that any person that submits a bid or proposal or otherwise proposes to enter into or renew a contract with

the District with respect to goods or services of one million dollars (\$1,000,000) or more, certify at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

The form of such Iran Contracting Certificate is included with the bid package and must be signed and dated under penalty of perjury.

ARTICLE 13. NONCOLLUSION DECLARATION

Bidders on all public works contracts are required to submit a declaration of noncollusion with their bid. This form is included with the bid package and must be signed and dated under penalty of perjury.

ARTICLE 14. 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. 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. If awarded a contract, the bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors form.

ARTICLE 15. BIDDER INFORMATION AND EXPERIENCE FORM

Each Bidder shall complete the questionnaire provided herein and shall submit the questionnaire along with its Bid. Failure to provide all information requested within the questionnaire along with the Bid may cause the bid to be rejected as non-responsive. The District reserves the right to reject any Bid if an investigation of the information submitted does not satisfy the Engineer that the Bidder is qualified to properly carry out the terms of the contract.

ARTICLE 16. WORKERS' COMPENSATION CERTIFICATION

In accordance with the provisions of Labor Code Section 3700, Contractor shall secure the payment of compensation to its employees. Contractor shall sign and file with the District the following certificate prior to performing the work under this Contract:

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.

The form of such Workers' Compensation Certificate is included as part of this document.

ARTICLE 17. SIGNING OF BIDS

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

ARTICLE 18. SUBMISSION OF SEALED BIDS

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be placed, along with the Bid Guarantee and other required materials, in a sealed envelope, addressed and delivered or mailed, postage prepaid, to the Engineering Department of the District before the time and day set for the receipt of bids. The envelope shall bear the title of the work and the name of the bidder. No oral or telephonic bids will be considered. No forms transmitted via the internet, e-mail, facsimile, or any other electronic means will be considered unless specifically authorized by the District as provided herein. Bids received after the time and day set for the receipt of bids shall be returned to the bidder unopened. The envelope shall also contain the following in the lower left-hand corner thereof:

Bid of _____ (Bidder's Name) MISSION CONSTRUCTORS INC
for the Rocklin Cemetery Pavement Project

Only where expressly permitted in the Notice Inviting Bids may bidders submit their bids via electronic transmission pursuant to Public Contract Code sections 1600 and 1601. Any acceptable method(s) of electronic transmission shall be stated in the Notice Inviting Bids. District may reject any bid not strictly complying with District's designated methods for delivery.

ARTICLE 19. OPENING OF BIDS

At the time and place set for the opening and reading of bids, or any time thereafter, each and every bid received prior to the time and day set for the receipt of bids will be publicly opened and read. The District will leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to the bidder. It is the bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the date(s) and time(s) indicated.

The public reading of each bid will include the following information:

- A. The name and business location of the bidder.

- B. The nature and amount of the bid security furnished by bidder.
- C. The bid amount.

Bidders or their representatives and other interested persons may be present at the opening of the bids. The District may, in its sole discretion, elect to postpone the opening of the submitted Bids. The District reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid.

ARTICLE 20. WITHDRAWAL OF BID

Any bid may be withdrawn either personally or by written request, incurring no penalty, at any time prior to the scheduled closing time for receipt of bids. Requests to withdraw bids shall be worded so as not to reveal the amount of the original bid. Withdrawn bids may be resubmitted until the time and day set for the receipt of bids, provided that resubmitted bids are in conformance with the instructions herein.

Bids may be withdrawn after bid opening only by providing written notice to District within five (5) working days of the bid opening and in compliance with Public Contract Code Section 5100 *et seq.*, or as otherwise may be allowed with the consent of the District.

ARTICLE 21. BIDDERS INTERESTED IN MORE THAN ONE BID

No Bidder shall be allowed to make, file or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders. No person, firm, corporation, or other entity may submit a sub-proposal to a Bidder, or quote prices of materials to a Bidder, when also submitting a prime Bid on the same Project.

ARTICLE 22. SUBSTITUTION OF SECURITY

The Contract Documents call for monthly progress payments based upon the percentage of the Work completed. The District will retain a percentage of each progress payment as provided by the Contract Documents. At the request and expense of the successful Bidder, the District will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

ARTICLE 23. PREVAILING WAGES

The District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates are available at the Newcastle Rocklin Gold Hill Public Cemetery District Office of the District or may be obtained online at <http://www.dir.ca.gov>. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

ARTICLE 24. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on

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

ARTICLE 25. INSURANCE REQUIREMENTS

Prior to commencing work, the successful bidder shall purchase and maintain insurance as set forth in the General Conditions.

ARTICLE 26. PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS

The successful bidder will be required to furnish a Labor and Material Payment Bond and a Faithful Performance Bond each in an amount equal to one hundred percent (100%) of the contract price. Each bond shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120 and is admitted by the State of California. Each bond shall be accompanied, upon the request of District, with all documents required by California Code of Civil Procedure Section 995.660 to the extent required by law. All bonding and insurance requirements shall be completed and submitted to District within ten (10) working days from the date the District provides the successful bidder with the Notice of Award.

ARTICLE 27. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

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

ARTICLE 28. PERMIT AND INSPECTION FEE ALLOWANCE

~~Notwithstanding anything contained herein, the Bid Form contains an allowance for the Contractor's cost of acquiring traffic control permits and for construction inspection fees that may be charged to the Contractor by the Agency of Jurisdiction. The allowance is included within the Bid Form to eliminate the need by bidders to research or estimate the costs of traffic control permits and construction inspection fees prior to submitting a bid. The allowance is specifically intended to account for the costs of traffic control permits and construction inspection fees charged by the local Agency of Jurisdiction only. No other costs payable by Contractor to the Agency of Jurisdiction are included within the allowance.~~

ARTICLE 29. FILING OF BID PROTESTS

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

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

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

If the protest does not comply with each of these requirements, the District may reject the protest without further review.

If the protest is timely and complies with the above requirements, the District's, District Manager or other designated District staff member, shall review the protest, any response from the challenged Bidder(s), and all other relevant information. The District Manager will provide a written decision to the protestor.

The procedure and time limits set forth in this Article are mandatory and are the sole and exclusive remedy in the event of a Bid protest. Failure to comply with these procedures shall constitute a failure to exhaust administrative remedies and a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.

ARTICLE 30. BASIS OF AWARD; BALANCED BID

The District shall award the Contract to the lowest responsible Bidder submitting a responsive Bid. The lowest Bid will be determined on the basis of the Total Bid Price.

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

ARTICLE 31. AWARD PROCESS

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the District may award the contract. The apparent successful Bidder should begin to prepare the following documents: (1) the Performance Bond; (2) the Payment Bond; and (3) the required insurance certificates and endorsements. Once the District notifies the Bidder of the award, the Bidder will have ten (10) working days from the date of this notification to execute the Contract and supply the District with all of the required documents and certifications. Regardless of whether the Bidder supplies the required documents and certifications in a timely manner, the Contract time will begin to run twenty (20) working days from the date of the notification. Once the District receives all of the properly drafted and executed documents and certifications from the Bidder, the District shall issue a Notice to Proceed to that Bidder.

ARTICLE 32. EXECUTION OF CONTRACT

As required herein the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. The District may require appropriate evidence that the persons executing the Contract are duly empowered to do so. The Contract and bond forms to be executed by the successful Bidder are included within these Specifications and shall not be detached.

ARTICLE 33. QUESTIONS

Questions regarding this Notice Inviting Bids may be directed to **Jeff Forrey** at **jforrey@nrgcemetary.com**. No other members of the District's staff or governing body should be contacted about this procurement during the bidding process. Any and all inquiries and comments regarding this Bid must be communicated in writing, unless otherwise instructed by the District. The District may, in its sole discretion, disqualify any Bidder who engages in any prohibited communications. All questions shall be received no later than **2:00 p.m. on Monday, June 16, 2026 by 2PM PDT**.

00 31 32 – GEOTECHNICAL REPORT

Geotechnical Report is not available for this project.