CITY OF BEAUMONT PUBLIC WORKS AGREEMENT

This PUBLIC WORKS AGREEMENT ("Agreement") is made and effective <u>September</u> 07, 2021 by and between the City of Beaumont, a municipal corporation ("CITY"), and <u>All</u> <u>American Asphalt</u> ("CONTRACTOR"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. <u>SCOPE OF WORK</u>

The CONTRACTOR shall perform within the time set forth in Article 2 of this Agreement and shall furnish all labor, materials, equipment, tools, utility services, and transportation and perform and complete all work required in connection with the construction of the Annual Citywide Street Rehabilitation and Maintenance 20/21 Projects (CIP R-03 and R-04) and the 2021 Mid Year Street Enhancement Project (R-06) (hereinafter "Project"). CITY's Invitation for Bids ("Invitation") for the Project, dated July 02, 2021, and CONTRACTOR's Bid in response to the Invitation, dated <u>August 06, 2021</u>, are attached hereto as Exhibits :A" and "B", respectively and incorporated herein by this reference. The Scope of Work for the Project is set forth in the Invitation. In the event that any terms of the Bid are different from the Invitation for Bids, the Invitation for Bids shall control. Any additional terms in the Bid that purport to bind the City to any additional terms not contained in this Agreement and related attachments shall not be binding on the City.

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

II. <u>TIME FOR PROJECT COMPLETION</u>

All of CONTRACTOR's work on the Project shall be completed within durations established for the individual activities as set forth in the Project Construction Schedule, attached hereto as Exhibit "C" and incorporated herein by this reference. All work shall commence ten (10) calendar days after receiving a written Notice to Proceed from the CITY or Construction Manager, if a Construction Manager is employed by CITY on the Project. CONTRACTOR shall refer to the invitations for bids, and Project Plans and

Specifications, all of which, as set forth below, are incorporated herein by reference, for contractual obligations regarding individual activity durations.

III. <u>THE CONTRACT SUM</u>

The CITY shall pay to the CONTRACTOR for the performance of this Agreement, subject to any additions and deductions provided in the Project documents, the lump sum of \$ 5,296,803.32 ("Contract Sum"). Except for change orders approved by City as provided in this Agreement, Contractor shall complete the Project for an amount not to exceed the Contract Sum.

IV. <u>PROGRESS PAYMENTS</u>

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

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

V. INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT

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

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

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

VI. <u>PREVAILING WAGES</u>

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

VII. <u>RECORD AUDIT</u>

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

VIII. FINAL PAYMENT

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

IX. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

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

X. <u>INSURANCE</u>

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

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

A. Types of Insurance

Without limiting CONTRACTOR's indemnification of CITY, and prior to commencement of Work, CONTRACTOR shall obtain, provide and maintain at

its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to CITY:

- 1. General liability insurance. CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
- 2. Automobile liability insurance. CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
- **3.** Umbrella or excess liability insurance. If CONTRACTOR is using umbrella coverage to meet part of its liability insurance requirements under Paragraph 1 of this Section, CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury, completed operations and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:
 - A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
 - Pay on behalf of wording as opposed to reimbursement;
 - Concurrency of effective dates with primary policies;
 - Policies shall "follow form" to the underlying primary policies; and
 - Insureds under primary policies shall also be insureds under the umbrella or excess policies.
- 4. Workers' compensation insurance. CONTRACTOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for CONTRACTOR's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers' Compensation Insurance and

Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

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

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

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

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

The named insureds shall be CONTRACTOR and CITY, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. CONTRACTOR shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to CITY. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the CITY. The CITY will act as a fiduciary for all other interests in the Project.

Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or

provisional limit provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to CITY to ensure adequacy of terms and sublimits and shall be submitted to the CITY prior to commencement of construction.

B. Other provisions or requirements

- 1. **Proof of insurance.** CONTRACTOR shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by CITY's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 2. Duration of coverage. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.
- **3. Primary/noncontributing.** Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.

- 4. CITY's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement.
- **5.** Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's risk manager.
- 6. Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- 7. Enforcement of contract provisions (non estoppel). CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.
- 8. Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.
- 9. Notice of cancellation. CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of

cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

- **10. Additional insured status.** General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.
- **11. Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.
- **12. Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
- **13. Pass through clause.** CONTRACTOR agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONTRACTOR, provide the same minimum insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONTRACTOR agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to CITY for review.
- 14. CITY's right to revise requirements. The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the CITY and CONTRACTOR may renegotiate CONTRACTOR's compensation.
- **15. Self-insured retentions.** Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.
- **16. Timely notice of claims.** CONTRACTOR shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

17. Additional insurance. CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

XI. <u>CONTRACTOR'S LICENSE</u>

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

XII. <u>REGISTRATION REQUIREMENTS</u>

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

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

B. CONTRACTOR must be registered with the Department of Industrial Relations (DIR) of the State of California in order to be eligible to work on public works projects. CONTRACTOR must ensure registration with the DIR that is active and in good standing.

C. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

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

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

D. The CONTRACTOR is not subject to public works requirements (including registration with the DIR) if the public works project is under \$1,000, unless the

CITY knows that the same CONTRACTOR will be awarded total project costs in excess of \$1,000 for a given year.

XIII. <u>CORPORATION IN GOOD STANDING</u>

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that <u>Edward J. Carlson</u> whose title is <u>Vice President</u> is authorized to act for and bind the corporation.

XIV. PROVISIONS REQUIRED BY LAW

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

XV. <u>SUBSURFACE HAZARDOUS MATERIALS</u>

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

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

XVI. <u>COMPONENT PARTS OF THE CONTRACT</u>

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

□Notice Inviting Bids □ Information Required of Bidder □ Scope of Work Summary Construction Services Agreement □Information for Bidders Certificate Regarding Worker's □ Compensation □Bid Form □Non-Collusion Affidavit Drug-free Workplace Certification □ Site Visit Certification □Plans and Specifications □Faithful Performance Bond □Addenda Labor and Materials Payment Bond Drawings General and Supplemental Conditions Change Orders □ Special Conditions □ Shop Drawing Transmittals □Project Construction Schedule □Contractor's Certificate Regarding □ Proposed Subcontractors □Non-Asbestos Containing Materials

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

XVII. <u>ENTIRE CONTRACT</u>

□Bid Bond

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

[Signatures on following page.]

SIGNATURE PAGE TO

CITY OF BEAUMONT PUBLIC WORKS AGREEMENT (All American Asphalt)

CITY:

CONTRACTOR:

CITY OF BEAUMONT

By: _____

.....

By:_____

Mike Lara, Mayor

Print Name: _____

Title:

ATTEST:

By:_____

Steven Mehlman, City Clerk

APPROVED AS TO FORM:

By:

John O. Pinkney, City Attorney

CITY OF BEAUMONT PUBLIC WORKS AGREEMENT

EXHIBIT "A"

CITY'S INVITATION FOR BIDS

(Insert behind this page.)

CITY OF BEAUMONT PUBLIC WORKS AGREEMENT

EXHIBIT "B"

CONTRACTOR'S Bid (Insert behind this page.)

NOTICE INVITING BIDS

The City of Beaumont, Public Works Department ("City") will receive email bids for the ANNUAL CITYWIDE STREET REHABILITATION AND MAINTENANCE PROJECT 20/21 (CIP R-03, R-04, & R-06)

at rvestal@beaumontca.gov, no later than *11:00 A.M., Friday August 6, 2021*, at which time or thereafter said bids will be opened and read aloud via an online zoom meeting: https://us02web.zoom.us/j/83313177456?pwd=ck5ySVJ1L0dFTXNZVUhneitiMmhYQT09

Bids received after this time will be discarded. Bids shall be valid for 60 calendar days after the bid opening date.

Bids must be submitted on the City's Bid Forms. Bids must be prepared on the approved Bid forms and in the manner prescribed in the Instructions to Bidders. Bids must be submitted via email with the following subject: "ANNUAL CITYWIDE STREET REHABILITATION AND MAINTENANCE PROJECT 20/21 (CIP R-03, R-04, & R-06).

THIS IS A SIXTY (90) CALENDAR DAY CONTRACT

LOCATION OF WORK:

The work to be completed is located on various streets throughout the City and defined in Appendix A- Construction Plans.

DESCRIPTION OF WORK:

The intent of this project is to extend the life of pavement an additional seven years or longer and improve the ride quality of the selected streets. The methods will include slurry seal, ARAM, mill and overlay and full-depth replacement.

Copies of the Bid and Contract Documents are available for inspection at no cost to the bidder at **City Hall**. The documents can also be downloaded from the City's Website (https://www.beaumontca.gov) and reviewed at no cost.

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

Once the contract is awarded there will be a <u>*Pre-Construction Conference*</u> at a determined date for the awarded bidder.

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

The successful bidder will be required to furnish the City with a Performance Bond equal to 100% of the successful bid, and a Payment (Labor and Materials) Bond equal to 100% of the successful bid, prior to execution of the Contract. All bonds are to be secured from a surety that meets all of

the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California.

Pursuant to the requirements of the CalRecycle-Rubberized Pavement Grant Program, the successful bidder must complete and submit CalRecycle Form 168 – Reliable Contractor Declaration, signed under penalty of perjury, stating that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor or subcontractor(s). The contractor or subcontractor must not be listed on the CalRecycle Unreliable List (http://www.calrecycle.ca.gov/Funding/Forms) otherwise, the City may be required to terminate that contract. Obtain the Reliable Contractor Declaration form (CalRecycle 168) from CalRecycle form web page (www.calrecycle.ca.gov/Funding/Forms).

Pursuant to Public Contract Code Section 22300, the successful bidder may substitute certain securities for funds withheld by City to ensure his performance under the Contract.

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Contract: Bidders shall possess the following California Contractor's license in order to perform the Work of this Project: *Class "A*" or a letter from **Contractor's Licensing Board** outlining the combination of various licenses necessary to perform all the work at the time the bid is submitted to the City.

Pursuant to Public Contract Code Section 3400(b), if the City has made any findings designating certain materials, products, things, or services by specific brand or trade name, such findings and the materials, products, things, or services and their specific brand or trade names will be set forth in the Special Conditions.

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

The City of Beaumont hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit Bids in response to this Notice, and that minorities nor minority business enterprises will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract. For further information, please see the form titled "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)" within the Bid Documents.

For further information contact the following persons;

Robert L. Vestal, PE, Public Works Department (951) 769-8522, or by FAX at (951) 769-8526 E-mail: rvestal@beaumontca.gov

BID FORM

NAME OF BIDDER: All American Asphalt

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:

ANNUAL CITYWIDE STREET REHABILITATION AND MAINTENANCE PROJECT 20/21 (CIP R-03, R-04, & R-06)

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

BASE	BASE BID PRICE	BID PRICE
BID	(IN WRITTEN FORM)	(IN NUMBERS)
TOTAL BID PRICE	Fire million Jup Herndred Eight Hundred Shire doilars and Shirty-Jun Cents	\$5,296,803.32

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

BASE BID BID SCHEDULE

ANNUAL CITYWIDE STREET REHABILITATION AND MAINTENANCE PROJECT 20/21 (CIP R-03, R-04, & R-06)

ITEM NO.	DESCRIPTION OF ITEMS EST. QUANTITY/UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)	
1	TEMPORARY CONSTRUCTION SIGN	4	EA	1200.00	4,800
2	ROUT AND SEAL RANDOM CRACK	1	LS	315,000	315,000
3	DIG OUTS	80,000	SF	12.20	976,000
4	ARAM (3/8")	871,748	SF	0.53	462,026.44
5	SLURRY SEAL, TYPE 2 (INCLUDES SLURRY OVER ARAM)	5,809,975	SF	0.19	1,103,895.25
6	COLD MILL ASPHALT CONCRETE SURFACING (0.1' DEPTH)	845,381	SF	0.23	194,437.6
7	EDGE MILL ASPHALT CONCRETE SURFACING	81,090	LF	1.30	105,417
8	HOT MIX ASPHALT, TYPE C2-PG 64-10-R05	12,268	TN	84.00	1,030,512
9	AC REMOVAL (Antonell)	16,300	SF	1.40	22,820
10	UNSUITABLE MATERIAL (Antonell Export)	405	CY	55.00	22,275
11	ROADWAY EXCAVATION (Antonell)	1800	CY	10.00	18,000
12	CRUSHED AGGREGATE BASE (Antonell)	405	CY	82.00	33,210
13	TRAFFIC STRIPPING AND PAVEMENT MARKINGS (in-kind replacement w/ current width requirements)	1	LS	202,000	202,000
14	TRAFFIC STRIPPING, PAVEMENT MARKINGS, AND SIGNS (6 TH Street Separate plan)	1	LS	27,000	27,000
15	PAVEMENT MARKERS	1	LS	14,500	14,500
16	TRAFFIC LOOPS	77	EA	330.00	25,410
17	CONCRETE REMOVAL (EXISTING RAMPS)	14,300	SF	2.00	28,600
18	MINOR CONCRETE (CURB RAMP CASE A)	85	EA	4,100.00	348,500
19	MINOR CONCRETE (CURB RAMP CASE B)	22	EA	4,100.00	90,200

ITEM NO.	DESCRIPTION OF ITEMS	EST. UNIT PRICE QUANTITY/UNIT (FIGURES)		TOTAL COST (FIGURES)	
20	MINOR CONCRETE (CURB RAMP CASE F)	36	EA	4,100.00	147,600
21	CURB RAMP DETECTABLE WARNING SURFACE	84	EA	1,050	88,200
22	ADJUST RIM TO GRADE	52	EA	700.00	36,400
		PROJECT BA	ASE BI	D SUBTOTAL:	5,296,803.

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

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

The undersigned agrees that this Bid Form constitutes a firm offer to the City 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 City and a third party, whichever is earlier.

The Contract duration shall commence on the date stated in the City's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents. In no case shall the Contractor commence construction prior to the date stated in the City's Notice to Proceed.

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors, License No. <u>#267073</u>, Expiration Date <u>1-31-2022</u>, class of license <u>A</u>, <u>C-12</u>. If the bidder is a joint venture, <u>each</u> member of the joint venture must include the above information.

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

- 1. Addenda No. <u>1</u> thru <u>3</u>
- 2. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.
- 3. Attached is the fully executed Non-Collusion Affidavit form.
- 4. Attached is the completed Designation of Subcontractors form.
- 5. Attached is the completed Bidder Information Form.

BID FORM

- 6. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.
- 7. Bidder acknowledges and understands that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

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

Name of Bidd	er <u>All American Asphalt</u>
Signature	phalle
Name and Titl	e Edward J. Carlson, Vice President
Dated	8-2-2021

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 All American Asphalt	
Signature / Mad//	
Name Edward J. Carlson	
Title Vice President	
Dated 8-2-2021	

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount of \$500 or more.

Portion of the Work	Subcontractor	Location of Business	% of the Work
ARAM PARTIAL	AMERICAN PAVEMER SYSTEMS	MODESTO, CA	5.75%
STUPE	CAL. STRUPE	COLTON,	4.52%
SURVEY	CASE LAND SURVI	OLANGE EN CA	1-08%
CrackSeal	MD RUBBERI Cracksi		5.89%
loops	TRAFFIC Loops Crackf	Iluso CA	0.47%
		7	

*** Please list all subcontractor that exceed \$500 ***

DESIGNATION OF SUBCONTRACTORS

Portion of the Work	Subcontractor	Location of Business	% of the Work
	-		

Name of Bidder All American Asphalt

Signature ____

ture_____

Name and Title Edward J. Carlson, Vice President

Dated 8-2-2021

INFORMATION REQUIRED OF BIDDERS

A. INFORMATION ABOUT BIDDER

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

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

Name of Bidder:	All American As	sphalt
Type, if Entity:	Corporation	
Bidder Address:		
	PO Box 2229	
	Corona, CA 92	878
Facsimile Number	951-736-7646	Telephone Number 951-736-76
License Informatio	n:	
#267073	A, C-12	1-31-2022
License No.	Class of License	Expiration Date
#1000001051		
DIR Registration N	lo.	
	has Bidder's organiza r s	ation been in business as a Contract
How many years name? <u>52 yea</u>		ation been in business under its pres
5.1 Under wh operated?:_		r names has Bidder's organizat
If Bidder's organiz	ation is a corporation,	answer the following:
6.1 Date of Inc	orporation: <u>5-2</u>	26-1969
6.2 State of Inc	orporation: <u>Ca</u>	lifornia

INFORMATION REQUIRED OF BIDDERS

6.4	Vice-President's Name(s):	Edward J. Carlson
6.5	Secretary's Name:	Michael Farkas
6.6	Treasurer's Name:	Michael Farkas
	individual or a partnership, answ	
7.1		_
7.2	Name and address of all partr partnership):	ners (state whether general or limited
	N/A	
	her than a corporation or pa ipals:	artnership, describe organization and n
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princ	ipals: N/A other states in which Bidder's o	artnership, describe organization and m
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Uist of the second seco	ipals: N/A other states in which Bidder's of None t type of work does the Bidder r Grading, Paving and Co Bidder ever failed to complete a	artnership, describe organization and r

INFORMATION REQUIRED OF BIDDERS 20

Trade References: obertson's Ready Mix - 200 S. Main St., #200 - Corona, CA Bank References (Bank and Branch Address): zens Business Bank - 12808 Central Ave Chino, CA 91710
Bank References (Bank and Branch Address):
ne of Bonding Company and Name and Address of Agent: elity and Deposit Company of Maryland (SULT)

B. LIST OF CURRENT PROJECTS (Backlog)

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

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work	Contact Name & Phone
	See	Attached L	ist	

INFORMATION REQUIRED OF BIDDERS

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American Civil Contractors City of Dana Point	City of San Jacinto Sturgeon Electric City of Simi Valley	ent	City of Ontario Myers & Sons Construction Department of Transportation	Schuler Constructors City of Chino Hills	Bosco Constructors City of Rancho Santa Margarita	Spectrum Construction Group	Crescenta Valley Water District	City of El Monte	City of Camarillo	California Professional Engineerin Walsh Construction	SBCTA/Atkinson Sukut Construction	Pavement Coatings	City of Industry	County of Ventura	City of Westminster	JB Paving & Engineering Pardee Homes	Ortiz Enterprises Inc. City of Long Beach	City of Desert Hot Springs James W. Fowler Co.	Tolar Manufacturing Inc.	Landsea Homes Pardee Homes	County of San Bernardino Transpo City of El Monte	City of Riverside	City of Montebello	City of Los Alamitos City of El Monte	City of Brea City of San Fernando	City of Chino Hills Powell Construction, Inc.	City of Glendora City of Lynwood	City of Orange Commerce Colony	12	e	County of San Bernardino Fullmer Construction	ne	Brightview Landscape Leonida Builders Inc.	Leonida Builders Inc.	Hal Hayes Construction	C.S. Legacy Ontario International Airport	City of Santa Ana Peterson Chase	City of Loma Linda City of Compton	Westlake Village GM Grading	City of Alhambra County of Riverside	LA County Sanitation District CEM Construction Corp/Baldwin P	Sema Construction Carmel Partners	City of Norco County of San Bernardino	Agency / Owner
Rite. #110 Place High Friction Surface Treatment Slurry Seal Project FY 19/20	(08- FY 2	Hamner Avenue Street Rehabilitation of RMDJOC6647 Pavement Reconstruction	2020 Spring Pavement Rehabilitation Project Route 15 Contract No. 08-1F1424 Route 215 from PM R40.3 to PM 43.1 Contract 08-	Fipeline Avenue Pavement Rehabilitation Project No.	(09-316504)_Hte#118 MVP FY 19-20 Annual Residential Slurry Seal	Route 91 Weigh Station	Final Paving on Pennsylvania Avenue	Slurry Seal and Pavement Resurfacing - Phase 2	Cip on 10 Andalusia/Releanto Street Resultaring	mia Professional Engineering Santa Anita Ave Comdor	SR-210 Lane Addition Cow camp and street Improvements PH 2B		Arenth Avenue Reconstruction		Citywide Overlay nd Caltrans 12-0P0104 Route 39	VVWD - Slurry Wilson Street Improvements	Route 5 Contract No. 12-0K0214 Contract for Local Street Improvements Project R-	Palm Drive Street Lighting and Safety Improvement Montezuma/Mid City Pipeline- San Diego	Parking Lot Slurry 2019 Resurfacing Project: Longden Avenue From Live	Merrill Avenue Street Improvements Highland Springs Avenue Street Improvements	Slurny Seal & Pavement Resurfacing Project - Phase 1	Magnolia Avenue Improvements Bid No. 7631	Holifield Parking Lot Improvements	Noel Street Pavement Rehab Ramona Blvd & Valley Blvd. Intersection	Asphalt Grind & Overlay Glenoaks Blvd. Street Resurfacing and Highway	Pine Avenue Pavement Rehabilitation Project, Project (07-276104) Rte #110_Construct Maintenaince	Loraine Avenue Street Rehabilitation - Palm Drive to Lynwood ATP Cycle Community Linkages	CDBG FY 18-19 Maple Neighborhood, Sacramento Archibald Street Improvements	Bristol Street and Edinger Avenue Class II Bike Lanes	Houte 79 08: 1F6904 Normandie N. Parking Lot (Harbor City Editorier Automue Behabilitation	Chino_Philipelphia Street Casmalia Street Improvements	Perris & Nandina Paving Project	McSweeny Farms - Phase 3 - Hemet	EVIT EE	Chino Creek Levee Asphalt Repaying Street Maintenance & Rehabilitation 2017-22 (rebid)	Verdugo Street Beautification Project Gate 36 Rehabilitation	Edinger Protected Bike Lanes Route 91,110 07-331604	Pavement Rehabilitation at Bellaire St., Taylor St., Road Repair Service - 2	Annual Street Resurtacing FY 19-20 Perris Offsite		Walr	(08-1C29U4) Route #10 Landscape Improvement Expo Asphalt	INV PI	Citrus Avenue AC Grind & Overlav
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Irvine Pipeline City of Villa Park	City of Costa Mesa Santa Clarita Valley Water Agency City of Rancho Santa Margarita	City of Santa Fe Springs City of Rancho Cucamonga	GC-Steve Campini City of Riverside	he/Anshoim	City of La Verne	Thomas Nagy Construction City of Temple City	City of Menifee	City of Riverside	City of La Palma City of La Verne	County of Orange	Beador Construction	Orange County Santiation District Orange County Cemetery District	Beador Construction	City of Walnut	City of Ontario	City of San Dimas	City of Rolling Hills Estates	County of Los Angeles	Crosstown Electrical Data Inc.	City of Perris	City of Chino Hills	City of Hemet	City of Fountain Valley			California Professional Engineering Stephen Doreck	City of Sierra Madre	City of Pasadena	City of Rancho Cucamonga	City of Alhambra Caltrans	Belco Elecnor Group	City of Torrance			Lennar Homes City of Newport Beach	City of Compton	city of Santa Ana	City of Rancho Santa Margarita	County of Riverside Transportation	Vietropolitan Water District	City of Jurupa Valley	City of Huntington Beach City of Victorville	County of Orange	City of Norco	City of Chino Hills	Julte Homes Company	Riverside Construction Company, I City of Temple City		City of San Marino
San Dimas Trench Repair FY 2019-2020 Annual Street Rehabilitation Project	City of Costa Mesa Bear Street Improvement Project - 1-405 Baker St., Santa Clarita Valley Water Agency Hidge Houte Road Pavement Repair City of Rancho Santa Margarita PY 20-21 Annual Sturry Seal	Los Nietos Road Street Improvements (Pioneer Foothill Boulevard Pavement Rehabilitation Milliken	Visita Del Lago Stretets Project Permanent Trench Resultacino	Hamilton Street & Santa Ana Avenue Improvement Katella Ave Widening - HERID	Fruit Street Medians Improvements Street Rehab Via Pico. Ave Pico. Navarro. Calle De	Las Tunas Bivd Pavement Rehabilitation Phase 2,	Public Works Maintenance & Operations Center	Port-A-Port Airport Pavement Maintenance	Orangethorpe Avenue 2020-21 Canyon View - Grind, ARAM, and Overlay	Back Parking Lot - 1300 S. Grand				Walnut_Amar Road Street Rehabilitation from Fairmont Blvd 400 FT S/O Avenida Del Rev Access to	2020 Fall Pavement Rehabilitation Project - 1303	Alley Reconstruction - Alley P - Cataract to Monte	Resurfacing Project on Palos Verdes Drive North and	RMDJOC6679 Pavement Preservation (Seal Coats),	City of Newport Beach - Traffic Signal Upgrade	2020 Citywide Street Improvements	Canyon Hills Road Pavement Rehab Project Cowan Heights Overlav	2019-2020 Pavement Rehabilitation Phase 2	Annual Slumy Seal at Various Locations FY 19-20 SP	Houte 215 38.5 to 37.4 Route 215 (9.0 to21.1) Route 15 (5.0 to 8.7)	07-311704 Houte 134	City of Cudahy - ATP Cycle 2 Project Brea Puente Street Improvements	Sierra Vista Park Parking Lot Improvement	Resurfacing of Orange Grove Avenue	FY 19-20 Local Slurry Seal Pavement Rehabilitation FY 2019-20 Arterial Roadway Rehabilitation Project	12-0R8904 Route 5	City of Palm Springs - Traffic Signal and ADA	Residential Street Rehabilitation - Area A Road Maintenance and Rehabilitation Improvement	2020 Street Resurfacing Project # 19-20-04 City of Burbank - Midtown Commerical Traffic Signal	OC Streetcar Valley Blvd @ Almond Ave Traffic Signal Project	Cameo Highlands	Annual Residential Street Rehabilitation-Phase 1	Henninger Neighborhood Residential Street Repair	Antonio Parkway Rehabilitation	La Sierra Ave Reconstruction and Slurry Seal Project (08-1H3414) Rtes 210/215/259 Place RHMA-G, Cold	Asphalt Roadway & Parking Lot Restoration	Granite Hill Drive Pavement Rehabilitation	Graham, Slater, Newland and Atlanta Rehabilitation Third Avenue Road Improvement	JOC Pavement Maint-Cowan Heights- FY 19-20	FY 2019-2020 Slurry Seal Project		West Haven Cascade Offsite Street Rehabilitation 2019-2020 Street Improvement Project ST200001	RCTC_Route#15 & Railroad Canyon Road Las Tunas Blvd Pavement Rehabilitation Phase 1,	Ethanac Road & Sherman Road Street Resurfacing (07-312004) Rte 2/5/101/105/110 Modify Traffic	FY 2019 Street Rehabilitation Program Project
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Carson St. B/T West City Limits to Clark Ave R-7131	Ward Street Improvements	2020-07 Citywide Street Improvements Citywide Pavement Hehabilitation CIP (Slurry/Crack	PA-3.1 Dry Utility Improvements - Rancho Mission Viejd 8 Wood Rd & Lurin Ave Street Improvement s	Residential Overlay Zone 3 Beech Avenue (Phase I)	an Cianta Valley Water Agency Ridge Route Road Pavement Repair Phase 2 games and Duke Rider Coute Road Pavement Repair Phase 2 games and State Rider Coute Road Pavement Repair Phase 2 games and State Rider Ride	Tract 32102-1 and 32102-F Street Improvements	of Riverside Transportation North Indian Canyon Drive Widening Project Phase 2	South Main Street Corridor	Chestnut Ave. Ocean to Broadway R-7153	Annual Overlay Program & Annual Concrete Replacem & Bain Street Pavement Rehabilitation	223rd Street Improvement § Inglewood - ITS Gap Closure Project §	07-332604 Route 10	Newport Ave Coronado Ave.	French Valley - Offsite Street Improvements S Atwell Meadowline Way Street Improvements S	Downtown Village Parking Lot Rehabilitation	SB-1 Maintenance and Traffic Improvements	Rosecrans Avenue Street Resurfacing Project \$	Haven Avenue Street Improvements	Lomina Ave B/T Adderely Dr & Rosebay St. H-7153 Underwood Tract 29835-2 Offsite Street 9	GreenBrier Ave B/T Spring St. & Mezzanine Way H- \$	Paimdale - Paimdale Blvd & 90th T.S. Project §	Coyote Canyon Landfill	El Toro Building	Adams Park Parking Lot Improvements \$ Residential & Arterial Pavement Improvement \$	Bristol Street Protected Bike Lanes	Third Street B/T Alamitos & Junipero Ave. R-7131 1 Tos Anneles - On Call Traffic Signal Project 6	EI Rio & Calvary Rd Repair & Vault Lid Replacement \$	Tract18026 West Haven Offsite Street Improvements	Cypress_Arterial Rehab	JOC Maintenance & Facilities Slurry & Paving 9	Sepulveda Blvd. Rehabilitation S Amazon Repairs	Palomar Avenue Widening Project Rialto - Left Turn Signal Improvements HSIP 8	Poute 101 07-303704 Van Vieit Tract 20161 Improvement	Rancho Cucamonga - Traffic Signal Project	Palm Springs - Tahquitz Canyon Improvements	Alley Rehabilitation Project \$	FY 19-20 Arterial Street Resurfacing Program - Bolsa &	Merrill Ave - Grove - Flight \$	Nutmeg Street and Hancock Avenue Rehabilitation -	2020 Pavement Rehabilitation Project Contract No.	ocations	OIAA - Taxiway C Improvement \$ 2020 CDBG Local Streets Slurry Seal Project: \$	roject	surfacing Project	Interstate 215 Placentia Ave Interchange	Eucalyptus Avenue Street Improvements	Finaluntus Avanua Straat Immovaments 4
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R.V. Concrete	City Buena Park	Matt Construction	Belco Elecnor Group	City of Hesperia	GC- Visionary Service Inc.	Belco Elecnor Group	Belco Elecnor Group	Crosstown Electrical Data, Inc.	Leonida Builders, Inc.	City of Villa Park	JED Construction/City of LA	County of Orange	Curto of October	City of Concern	City of Vorba Linda	City of Temporita	City of Carlshad	City of Seal Beach	Los Angeles County Department o	Los Angeles Depart.Of Power And	City of Downey	Tenaia Comm Services District	County of Los Angeles	County of Los Angeles	County of Los Angeles	City of Anaheim	Hathaway Dinwiddie	Chumo Construction	ADD	County of Los Annelas	City of Fallos Verde Listates	City of Palos Verde Estates	City of Anabaim	City of Mission Visio	City of Aliso Viejo	City of Norwalk	City of El Monte	City of West Covina	City of Mission Viejo	City of Lake Elsinore	City of Azusa	City of Inglewood	City of Paramount	AMES Construction	City of Biogenido	City of El Monte	City of Lake Forest	Century Communities	City of Banning	City of Bell Gardens	City of Corona	City of Riverside	Lennar Homes	Lewis Operating Corp.	Duke Bealty	Duke Healty	City of Buena Park	County of San Bernardino	City of El Segundo	City of Moreno Valley	City of Jurupa Valley	Lennar Homes	City of Garden Grove	County of Orange	Crucht of Orongo	City of Long Beach	J & M Conc Contractors	City of Long Beach	City of El Monte	Chumo Construction	Anency / Owner
		LA Country Club Parking Rehab \$	ations	eet Improvements		San Gabriel - Instersection Safety Improvements \$	HSIP-Cycle 6 Olympic Blvd-City of Los Angeles \$		emecula			2 18011012	nesidential street nesunacing improvements cubic PLS	-	nd Valve Roy Adjustment		Pavement Overlav	ST9101	(Sustainable) S. Los Angeles County	Repair & Improvement		Overlay and Repair to Calle Pino	(Sustainable) South Los Angeles County \$	ngeles County	South Los Angeles County \$		Terrace Phase 2	Route 57 S	us Ailyeies County		1	Via Campesina Street Improvements #PW-681-20 \$	Anahoim Island Dhase 2 Bahahilitation Dminot BCD201 &	Asphalt Improvements in residential Streets Project #1 \$	¥	Local Streets Henabilitation - Zone 27 East of Gard \$	shabilitation		Asphalt Repairs & Asphalt Overlays of Various St \$	ng Project	_		Neighborhood Street Improvements on Various City Str \$	08-0F3304 Boute 60 \$	1010/2020 Attorial & Minor Dhase 1 6	a Road, City Limit Area	on Project			Various Residential Street Improvements FY 20-21 \$			Off-Site Street Improvements -Tract Map 20092, El Rar \$		Los Angeles St & Rivergrade Rd - Invindale \$	ontana			on	Juan Bautista De Anza Multi-Use Trail - Phase 1 \$	ion	Rancho Diamonte TR. 35393-1 - Hemet \$		Rossmoor Locals Grind & Overlay \$	autuing St.	Dist 4 St Louis Ava Dawson Ava Spaulding St 6		Dist. 8 44th Street, 44th Ave & 44th Way R-7153 \$	Ramona Blvd Street Resurfacing Project \$	07-288304 HTE#2,60,164,210 \$	Project Title
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Job No.# Date	1	Agency / Owner	Project Title	Bid Amount	AC Tonnage	Concrete Da	Day/Night	Contract Time	P.M.	Supt	Coor C	Completed (Cont. Rec.	Letter	Sent Back	Via	NTP		Job Meeting N	Meeting	
ъ	Paveme	Pavement Coatings Inc		368,381.00	- 8				Maurice	John W	_	-	8/3/2021		8/4/2021	Email	_				- 14
5/5/2021		erside	2019/2020 Arterial & Minor Streets, Phase 3 \$	2,795,350.00	9800	1000		100 Working Days		John W.		0.0%									
5/5/2021		ance		1,196,190.00	2000	290		90 Working Days	2	-	Deonne		7/21/2021					_			
33764 5/12/202*		ta Clarita		866,304.45	2200	0		30 Working Days	_	-	Deonne	_	6/9/2021	6/9/2021	6/28/2021				8/4/2021		
		eno Valley	Various Local Streets	1,294,784.00	4925	325	_	160 Working Days	-	-	Gio	_	6/17/2021	6/17/2021	6/28/2021			_			
		Tri Pointe Homes, Inc.		268,268.00	500	200	-	20 Working Days	-	Jim H.	Gio	-						_			. 1
5/18/2021		Orange	1-2022	4,900,000.00	0	0			_	Rick S.	Gio	0.0%						I			
5/19/202) Rivera		1,097,443.00	8492	40		-	-	John M	Gio	0.0%						_			
5/20/202		ura Hills	ect	804,553.44	2425	215	_		0	-	Deonne	0.0%									
5/20/2021		anio		4,433,499.00	24877	2585		-		-	Gio	_	5/24/2021	5/24/2021	5/27/2021	FedEx		-			
5/27/2021		walk	- Phase 1, Zo	169,054.00	0	0	_	40 Working Days	_	Darren		-						_			
6/3/2021		City of Redondo Beach		934,948.00	670	-	-	-			Deonne		7/12/2021	6/21/2021				_			
33762 6/3/2021		erton	Runway Edges Enhancement Project \$	2,568,760.00	2800		80. 	-			Deonne	_	7/26/2021	7/21/2021							
6/8/2021		Walsh / City of Long Beach	ng Beach Airport	1,785,410.00	13247	_	#	435 Working Days	_	Art R.											
33708 6/10/2021	_	Clemente		1,884,488.00	765	67		60 Working Days	_	Rick S.		_	7/21/2021	7/21/2021	7/27/2021	FedEx					
		Pavement Coatings Inc		126,400.00	380	0	-	4	w	Art R.		_									. 1
6/25/2021		stminster	Street Improvemetns fro Mcfadden Avenue \$	1,142,160.00	6000	100	_	30 Working Days	_	-	Deonne	0.0%									
33706 6/28/2021	021 City of Mission Viejo	sion Viejo	Via Escolar Pavement Rehabilitation Project \$	174,471.00	1080	0	-	30 Working Days	Kim	-		0.0%									
		mes	Monterado - Street & Storm Drain Improvements \$	779,779.00	4000	300	_	30 Working	Miguel	Jim H		0.0%									
33496 7/1/2021		ommunities	Tessera Tract 33370 Franklin and Auto Center Dr., Lak \$	155,833.00	1300		Day		Miguel			0.0%									
		City of West Hollywood	Mid City, La Brea & SMB Pavement Repair Program \$	1,597,729.00	10460		_	35 Working Days	С. 2	John M [Deonne	0.0%	7/12/2021	7/12/2021	7/20/2021	Fedex					
33705 7/7/2021		Gabriel	2021 Pavement Rehabilitation Project \$	5,232,394.90	55044	0		60 Working Days	Edward	Jim H.		0.0%									
33720 7/15/202	021 City of La Verne	/eme	2020-21 Hormel/Ramona Grind and Overlay Improvem \$	443,333.00	4404	0		20 Working Days	Maurice	Jim H	Gio		7/15/2021	7/15/2021		Email/ Hand Deliver	d Deliver				
33739 6/9/2021	021 City of El Monte	Nonte	Active Transportation for El Monte Station and Downtov \$	1,887,325.00	3200	490	Day 6	60 Working Days	Edward	Jim H.	Gio	0.0%	7/14/2021	7/14/2021	7/20/2021	Fedex					
7/20/202		City of Rancho Mirage	Tamarisk Neighborhood Pavement Rehabilitation \$	350,618.00	1700	25			œ	John W.	Gio										
7/22/2021		es	Mill Creek and Ontario Ranch Road Street Improvemen \$	865,865.00	3200	1000		40 Working Days	Miguel	Jim H.		0.0%									
33787 7/22/202	021 City of Anaheim	heim	State College Boulevard Improvements from Ball Road \$	484,848.00	3500	140		22 Working Days	Kim	Rick S.		0.0%	7/28/2021	7/28/2021	8/3/2021	FedEx					
7/27/2021	021 Lennar Homes	mes	Street Improvements - Tract Map 20205 (PA 2) and Tra \$	1,956,956.00	8600	1000	Day 24	240 Working Days	Miguel	Jim H.		0.0%						_			
7/28/2021	021 City of Wildoman	domar	Road Maintenance and Rehabilitation Project \$	664,622.50	1672	0	Day 3	30 Working Days	Gordon	John W.	Gio	0.0%	8/2/2021								
7/29/2021		City of Newport Beach	Mission Bay Drive Street Improvements \$	196,961.00	1310	-	Day 6	60 Working Days	Kim	Rick S.		0.0%									
7/15/2021		ario	ATP Cycle 4: Safe Routes To School Pedestrian Improvement \$	5,934,634.00	2890	4050	_	300 CD	Maurice .	John W	Gio	0.0%	7/30/2021	7/27/2021							
8/5/2021	021 City of Alhambra	ambra	FY 2020-2021 SB 1 Street Rehabilitation \$	2,223,190.00	11840	983		60 Working Days	Gordon	Jim H.	Gio	0.0%									1 1
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			Month Total \$	21,994,309.40	\$ 109,120.00																
				-	1																
			Apparent Low Total \$	106,846,272.08	\$ 336,542.00						_						1	-			
			Public Works Backloo \$	368.617.247.63															_		

C. LIST OF COMPLETED PROJECTS - LAST THREE YEARS

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

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

Project Client	Description of Bidder's Work	Period of Performance	Cost of Bidder's Work	Contact Name & Phone
				×
	See At	tached Re	ferences	

INFORMATION REQUIRED OF BIDDERS

City of Victorville 14343 Civic Drive Victorville CA. 92393 Contact: Bruce Miller 760-955-5085 bmiller@victorvilleca.gov Third Avenue Road Improvements Contract Amount: \$1,790,000.00 Start Date: 5/2020 End Date: 10/2020

Orange County Cemetery District 25751 Trabuco Rd. Lake Forest CA. 92630 Contact: Jim Mickartz 949-450-1088 mickartzarch@gmail.com El Toro Memorial Park Curb & Dr. Project Contract Amount: \$416,999.99 Start Date: 08/2020 End Date: 11/2020

City of Alhambra 111 S. 1st Street Alhambra, CA. 91801 Contact: Robert Bias 626-580-5000 rbjas@cityofalhambra.org

City of Ontario 303 E. B Street Ontario, CA. 91764 Contact: Ariana Kern 909-395-2129 <u>akern@ontarioca.gov</u>

City of Loma Linda 25541 Barton Road Loma Linda, CA. 92354 Contact: T. Jarb Thaipejr 909-799-4400 jthaipejar@lomalinda-ca.gov

City of Jurupa Valley 8920 Limonite Avenue Jurupa Valley, CA. 92509 Contact: Chase Keys 951-332-6464 ckeys@jurupavalley.org 2020 HUD Street Improvements Project Contract Amount: \$300,433.00 Start Date: 06/2020 End Date: 10/2020

2020 Fall Pavement Rehabilitation Project Contract Amount: \$2,499,333.00 Start Date: 07/2020 End Date: 12/2020

Pavement Rehabilitation –Barton Road Contract Amount: \$768,677.00 Start Date: 04/2020 End Date: 12/2020

Granite Hill Drive Pavement Rehabilitation Contract Amount: \$999,777.00 Start Date: 04/2020 End Date: 10/2020

City of Camarillo 601 Carmen Drive Camarillo, CA 93010 Contact: Thang Tran (805) 388-5345 ttran@cityofcamarillo.org

County of Ventura 800 S. Victoria Avenue, #1600 Ventura, CA 93009 Contact: Matt Maechler (805) 477-1911 matthew.maechler@ventura.org

City of Westminster 8200 Westminster Boulevard Westminster, CA 92683 Contact: Theresa Tran (714) 548-3460 ttran@westminster.ca.gov

City of Newport Beach 100 Civic Center Drive Newport Beach, CA 92660 Contact: Patricia Kharazmi (949) 644-3344 <u>pkharazmi@newportbeachca.gov</u>

City of Huntington Beach 2000 Main Street Huntington Beach, CA 92648 Contact: Joe Fuentes (714) 536-5259 ifuentes@surfcity-hb.org

County of Orange 601 N. Ross Street, 4th Floor Santa Ana, CA 92701 Contact: Albert Rodriguez albert.rodriguez@ocpw.ocgov.com Earl Joseph Drive Paving Contract Amount: \$681,901.50 Start Date: 06/2020 End Date: 07/2020

Yerba Buena Rd. (South) Pavement Resurfacing Contract Amount: \$2,298,467.40 Start Date: 03/2020 End Date: 06/2020

Citywide Overlay Street Improvements Contract Amount: \$1,131,621 Start Date: 02/2020 End Date: 06/2020

Cameo Highlands Street Reconstruction Contract Amount: \$2,425,694.00 Start Date: 07/2020 End Time: 11/2020

Arterial Rehabilitation of Graham St, Slater Ave, Newland St and Atlanta Ave Contract Amount: \$5,181,955.00 Start Date: 05/2020 End Date: 11/2020

JOC Pavement Maintenance Contract Amount: \$2,584,747.69 Start Date: 07/2020 End Date: 08/2020

City of Orange 300 E. Chapman Avenue Orange, CA 92886 Contact: Martin Varona (714) 744-5563 mvarona@cityoforange.org Annual Slurry Seal FY 19-20 Contract Amount: \$377,737.78 Start Date: 06/2020 End Date: 12/2020

City of Norco 2870 Clark Avenue Norco, CA 92860 Contact: Sam Nelson (951) 270-5607 snelson@ci.norco.ca.us FY 2019-2020 Slurry Seal Project Contract Amount: \$147,708.97 Start Date: 06/2020 End Date: 12/2020

City of Compton 205 S. Willowbrook Avenue Compton, CA 90220 Contact: Brittany Duhn (Z & K Consultants) bduhn@zandkconsultants.com Annual Residential Street Rehab – Phase 1 Contract Amount: \$5,295,068.00 Start Date: 05/2020 End Date: 11/2020

City of Simi Valley 2929 Tapo Canyon Rd. Simi Valley, CA 93063 Contact: Sarah Sheshebor (805)583-6792 <u>sshesheb@simivalley.org</u>

County of Ventura 501 Poli Street Ventura, CA 93001 Contact: Christopher Solis (805) 654-2054 <u>chris.solis@ventura.org</u>

City of Stanton 7800 Katella Avenue Stanton, CA. 90680 Contact: Guillermo Perez (714) 890-4204 <u>gperez@ci.stanton.ca.us</u>

City of Compton 205 S. Willowbrook Avenue Compton, CA. 90220 Contact: John Strictland (310) 605-5505 jstrictland@comptoncity.org

City of San Clemente 910 Calle Negocio San Clemente, CA. 92673 Contact: Darra Koger (949) 361-3138 kogerD@san-clemente.org

City of South Gate 8650 California Avenue South Gate, CA. 90280 Contact: John Rico (323) 563-9594 jrico@sogate.org Simi Valley Minor Street Rehabilitation Contract Amount: \$510,124.25 Start Date: 07/2019 End Date: 08/2019

Yerba Buena Area Resurfacing Project Contract Amount: \$3,919,808.95 Start Date: 06/2019 End Date: 12/2019

2019 Citywide Street Resurfacing Contract Amount: \$1,206,869.00 Start Date: 10/2019 End Date: 12/2019

Road Repair Service (Pothole Repair) Contract Amount: \$1,019,100.00 Start Date: 08/2019 End Date: 11/2019

Street Rehabilitation for S. Avenue LA Esperanza Contract Amount: \$384,055.00 Start Date: 09/2019 End Date: 10/2019

Circle Park Driveway Project Contract Amount: \$268,576.00 Start Date: 06/2019 End Date: 09/2019

Pardee Homes 1250 Corona Pointe Court, Ste. 600 Corona, CA. 92879 Contact: Nick Lasher (951) 428-4442 nick.lasher@pardeehomes.com

City of Fontana 8353 Sierra Avenue Fontana, CA. 92335 Contact: Kimberly Young (909) 350-7632 kyoung@fontana.org Railroad Canyon Widening Contract Amount: \$5,062,746.00 Start Date: 11/2018 End Time: 08/2019

Citrus Avenue Improvements Contract Amount: \$502,730.00 Start Date: 08/2018 End Date: 10/2019

DR Horton 2280 Wardlow Circle Ste. 100 Corona, CA. 92880 Contact: Keith Alex (951) 830-5872 kalex@drhorton.com

City of Ontario 2201 Dupont Dr. #300 Irvine, CA. 92612 Contact: Kavous Emami (909) 628-6234 Contract Amount: \$1,684,000.00 Start Date: 07/2018 End Date: 12/2019

Singlton Road

Eucalyptus Street Improvements Contract Amount: \$1,580,580.00 Start Date: 3/2018 End Date: 10/2019

Contract Amount: \$2,055,055.00

Irvine Community Development Company 550 Newport Center Dr. Ste. 550 B2 Newport Beach, CA. 92660 Contact: Mike Morse (949) 720-2560

Start Date: 09/2018 End Date: 12/2019

Portola Springs PA-6 Enclave 5B Phase1, 2

City of Downey 11111 Brookshire Avenue Downey, CA. 90241 Contact: Desi Gutierrez, (562) 904-7110 dgutierr@downeyca.org FY 18/19 Slurry Seal Project Contract Amount: \$313,425.87 Start Date: 06/2019 End Date: 12/2019

City of Chino PO Box 667 Chino, CA. 91708 Contact: Dustin Postovoit (909) 334-3415 apostovoit@cityofchino.org

City of Lancaster 44933 Fern Avenue Lancaster, CA. 93534 Contact: Greg Wilson (661) 570-8003 gwilson@cityoflancasterca.org Slurry Seal Maintenance Work Contract Amount: \$372,805.00 Start Date: 1/2019 End Date: 12/2019

2018 Pavement Management Program Contract Amount: \$2,720,103.65 Start Date: 3/2019 End Date: 12/2019

City of Colton 650 N. La Cadena Dr. Colton, CA. 92324 Contact: Victor Ortiz (909) 370-5099 vortiz@coltonca.gov

City of Cathedral City 68700 Ave Lalo Guerrero Cathedral City, CA. 92234 Contact: John A. Corella (760) 770-0349 jcorella@cathedralcity.gov

City of San Clemente 910 Calle Negocio San Clemente, CA. 92673 Contact: Gary Voborsky (949) 361-6132 voborskyg@san-clemente.org FY 18-19 Asphalt Paving Project Contract Amount: \$1,377,700.00 Start Date: 3/2019 End Date: 11/2019

Ortega Road Widening Contract Amount: \$459,998.00 Start Date: 2/2019 End Date: 12/2019

Arterial Street Pavement Maintenance Contract Amount: \$1,187,187.00 Start Date: 3/2019 End Date: 7/2019

City of Moreno Valley 14177 Frederick St. P.O. Box 88005 Moreno Valley, CA 92552 Contact: Henry Ngo, P.E., (951) 413-3106 henryn@moval.org

City of Aliso Viejo 12 Journey Street Ste #100 Aliso Viejo, CA 92656 Contact: Mari Shakir, (949) 425-2556 <u>Mshakir@cityofalisoviejo.com</u>

City of Laguna Niguel 30111 Crown Valley Parkway Laguna Niguel, CA 92677 Contact: Frank Borges, (949) 632-4300 FBorges@cityoflagunaniguel.org

City of Jurupa Valley 8304 Limonite Avenue Suite M Jurupa Valley, CA 92509 Contact: Chase Keys, (951) 332-6464 ckeys@jurupavalley.org

City of Irwindale 5050 N. Irwindale Avenue Irwindale, CA 91706 Contact: Richard Corpis, (626) 430-2200 reorpis@irwindaleCA.gov

County of Los Angeles P.O. Box 7508 Alhambra, CA 91802 Contact: Hoda Hassan, (626) 458-3144 <u>HHASSAN@dpw.lacounty.gov</u> Allessandro Blvd. Street Improvements at Chogall Court and Graham Street Contract Amount: \$445,821.50 Start: 05/2018 Complete: 11/2018

Aliso Creek and Road Rehab Contract Amount: \$657,770.00 Start: 05/2018 Complete: 10/2018

FY 17-18 Alicia Parkway Arterial Pavement Rehab Contract Amount: \$2,211,700.00 Start: 08/2018 Complete: 11/2018

Van Buren Blvd. Pavement Rehab PH2 Contract Amount: \$781,845.00 Start: 08/2018 Complete: 09/2018

Irwindale 2017-2018 Resurfacing Project Contract Amount: \$285,503.10 Start: 07/2018 Complete: 08/2018

Pine Canyon Road Contract Amount: \$3,288,999.00 Start: 06/2018 Complete: 11/2018

City of Rolling Hills Estates 4045 Palos Verdes Drive Rolling Hills Estates, CA 90274 Contact: Scott Gibson (909) 210-0548 sgibson@hrgreen.com

City of Huntington Beach 2000 Main Street Huntington Beach, CA 92648 Contact: Jim Escutia (714) 536-5525 jescutia@surfcity-hb.org

City of Fontana 8353 Sierra Avenue Fontana, CA 92335 Contact: Jazmine Pena (909) 350-6648 jpena@fontana.org

City of Lake Forest 25550 Commercentre Drive Lake Forest, CA 92630 Contact: Taylor Abernathy, (949) 461-3490 tabernathy@lakeforestca.gov

City of La Quinta 74-495 Calle Tampico La Quinta, CA 92253 uayon@la-quinta.org

City of Canyon Lake 31516 Railroad Canyon Road Canyon Lake, CA 92587 Contact: Kenneth Bailey, (951) 244-2955 kennethbailey@caaprofessionals.com 2017-18 Street Resurfacing Project Contract Amount: \$1,203,292.50 Start: 03/2018 Finish: 09/2018

Heil and Main Street Contract Amount: \$2,285,562.00 Start: 11/2017 Finish: 06/2018

Valley Blvd. Median Improvement Project Contract Amount: \$164,715.00 Start: 03/2018 Finish: 05/2018

Bake Parkway at Trabuco Road Contract Amount: \$121,621.00 Start: 02/2018 Finish: 06/2018

Contact: Ubaldo Ayon Jr., (760)777-7051 FY 16-17 Phase 2 Desert Club Contract amount: \$697,474.76 Start date: 06/2017 Finish date 12/2017

Slurry Seal FY 2017-2018 Railroad Canyon/ Canyon Lake Drive Contract amount: \$263,241.63 Start date: 03/2018 Finish date: 12/2018

City of Newport Beach 100 Civic Center Drive Newport Beach, CA 92660 Contact: Alfred Castanon, (949) 644-3314 ACastanon@newportbeachca.gov

Town of Apple Valley 14955 Dale Evans Parkway Apple Valley, CA 92307 Contact: Rich Berger, (760) 240-7000 ext 7530 rberger@applevalley.org

City of Indian Wells 44-950 Eldorado Drive Indian Wells, CA 92210 Contact: Ken A. Seumalo, P.E., (760) 346-2489 kseumalo@IndianWells.com West Coast Highway Landscape Improvements, Phase 1, Contract No. 7189-1 Contract amount: \$604,284.50 Start date: 06/2018 Finish date: 11/2018

Navajo Road Rehabilitation Contract amount: \$849,182.00 Start date: 07/2017 Finish date: 12/2017

Cook Street Rubberized Pavement Overlay Contract amount: \$599,599.59 Start date: 05/2018 Finish date: 12/2018

D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

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

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

10% MGK STURDAL A

2. Summarize each person's specialized education:

AGTEC POINTMAN TRAINING

List each person's years of construction experience relevant to the project:
 30 V FALS

4. Summarize such experience:

TUCTON BACKGROUN

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

Jerry Erickson

Work History	2013-Current	All American Asphalt	Corona, CA	
	 Project Superintendent Responsible for organizing personnel, equipment and materials for ongoing projects Works with outside agencies to complete projects safely and successfully Handled customer inquiries and complaints. 			
		Cal-State Steel Corporation tions hts through existing industry contacts tions for New and On-going Projects	Compton, CA	
	2005-2009 Vice President and G •Built the business fro •Managing Business I •Handling Client Relat	m the ground up Development	Monroe, WA	
	Corporate Officer	ARB, INC. ivision Manager ps With Clients both domestic and internal ctural Steel Erection Division	Lake Forest, CA tionally	
Education	1981-1985 I ● High School Dipl	Missoula Sentinel High School oma	Missoula, MT	
Additional Information		educational classes relating to the cons all employees to ensure the most pro le		

James Harnetiaux

Work History	2005-Present	All American Asphalt	Corona, CA	
	area of Southern CA a -Scheduling of all Com -Responsible for achiev -Product Quality -Ordering of manpowe -Safety of company pe	ving production goals r, equipment and materials	ling, concrete and paving) in	
	1993-2005	All American Asphalt	Corona, CA	
	Concrete Superintend		corona, err	
		pects of concrete construction for the	he company. This included:	
	-Scheduling of concret	e crews throughout Southern Califo	rnia	
	-Scheduling of concrete crews throughout Southern California -Implementation of new areas of work such as Rapid Set concrete construction on numerous Caltrans projects in Southern California			
	numerous Caltrans projects in Southern California -Quality control of the concrete work for the company			
	-Quality control of the concrete work for the company -Crew Safety			
	-Responsible for achieving production goals for the Concrete Division			
	1984-1993	All American Asphalt	Corona, CA	
	Concrete Foreman			
	•Responsible for the production of a 14-man concrete crew. This included:			
	-Reading of plans and specs for correct and accurate placement of the product			
	-Scheduling of materia hand placement of pro-	l and manpower for the operation o oduct	f curb machine and	
	-Quality			
	-Safety			

Education 1971-1975

High School Diploma

Mater Dei High School, Santa Ana, CA

Art Ramirez

Work History

All American Asphalt

Corona, CA

Managed daily operations for paving.

Paving Superintendent

• Responsible for proper placement of asphalt materials.

1980-1988

1988-Present

Operating Engineer

 Responsible for daily maintenance and operation of various heavy machinery, including paving machines.

1978-1980

Guy F. Atkinson

California

Operating Engineer

 Responsible for daily maintenance and operation of various heavy machinery, including paving machines.

1976-1978

R.J. Noble

Orange, CA

Operating Engineer

 Responsible for daily maintenance and operation of various heavy machinery, including paving machines.

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:

N/A

E. 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	All American Asphalt	
Signature	bulle	
Name Edward	J. Carlson	
Title Vice Pre	esident	
Dated 8.	- 2 - 2021	

INFORMATION REQUIRED OF BIDDERS

NON-COLLUSION AFFIDAVIT

I, Edward J. Carlson , being first duly sworn, deposes and says that he is Vice President of All American Asphalt the party making the attached bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name o	of Bidder All American Asphalt	<u> </u>
Signatu	ire	
Name _	Edward J. Carlson	
Title	Vice President	
Dated	8-2-2021	

2CALIFORNIA JURAT

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

State of California

B. ROYSTER Notary Public - California Riverside County Commission # 2260352	Subscribed and sworn to (or affirm me on this <u>2nd</u> day of <u>Maternal</u> By (1) <u>Edward J. Carlson</u> Name of Signer Proved to me on the basis of sate be the person who appeared before	<u>August</u> , 2021, onth on <u>,</u> tisfactory evidence
My Comm. Expires Oct 26, 2022	(and	
	(2)Name of Signer	
	Proved to me on the basis of sat be the person who appeared before	
Signat	10 blowste	-
Place Notary Seal Above	Signature of Notary Public	
OPTIONAL - Though the information below is not required by law, it may valuable to person relying on the document and could preve fraudulent removal and reattachment of this form to another Further Description of Any Attached Document	nt	
· · · · · · · · · · · · · · · · · · ·	RIGHT THUMBPRINT OF SIGNER	RIGHT THUMBPRINT OF SIGNER
Title or Type of Document <u>Non-Collusion Affidavit</u>	- Top of thumb here	Top of thumb here
Document Date: <u>8-2-2021</u> Number of Pages: <u>1</u>	-	
Signer(s) Other Than Named Above: <u>None</u>	.	

BID BOND

The makers of this bond are,

All American Asphalt ______, as Principal, and _______ Fidelity and Deposit Company of Maryland ______, as Surety and are held and firmly bound unto the City of Beaumont, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to CITY for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated <u>August 6</u>, 2021, for ANNUAL CITYWIDE STREET REHABILITATION AND MAINTENANCE PROJECT 20/21 (CIP R-03, R-04, & R-06).

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

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

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

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this <u>20th</u> day of <u>July</u>, 20<u>21</u>, the name and corporate seal of each corporation.

(Corporate Seal)

(Corporate Seal)

All American Asphalt Principal By_______ Title EDWARD J. CAUSON, V.P.

Fidelity and Deposit Company of Maryland

Surety

By Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title Rebecca Haas-Bates, Attorney-in-Fact

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 <u>Riverside</u>	_		
On <u>August 2, 2021</u>	_before me,	B. Royster, Notary Public Here Insert name and Title of the Officer	
personally appeared		Edward J. Carlson Name () of Signer(s)	
B. ROYSTER Notary Public - California Riverside County Commission # 2260352 My Comm. Expires Oct 26, 2022	person(and acl his/ her/1 signatur of which I certify Californ	by b	he within instrumen ecuted the same ir at by his/ her/thei ne entity upon behal nent. e laws of the State o
Place Notary Seal Above	Signatur	e Storage Signature of Notary Public	L
	fraudulent removal a	aw, it may prove valuable to person relying on the nd reattachment of this form to another docume	
Title or Type of Document	Bid Bo	ond – City of Beaumont	
Document Date: <u>July 20, 202</u>	21	Number of Pages:	4
Signer(s) Other Than Named Abov	e: Rebeco	ca Haas-Bates, Attorney-in-Fact	
Capacity(ies) Claimed by Signer((s)		
Signer's Name: <u>Edward</u> Individual X Corporate Officer – Title(s): Partner □ □ Limited □ General Attorney in Fact Trustee Other: Signer is Representing: All American Asphalt 		Signer's Name: Individual Corporate Officer – Title(s): Partner I Limited General Attorney in Fact Trustee Other: Signer is Representing:	RIGHT THUMBPRINT OF SIGNER Top of thumb here

On this ______ day of ______, in the year 2019, before me, ______, a Notary Public in and for said state, personally appeared _______, known to me to be the person whose name is subscribed to the within instrument as the Attorney-In-Fact of the (Surety) acknowledged to me that he subscribed the name of the ______ (Surety) thereto and his own name as Attorney-In-Fact.

Notary Public in and for said State

(SEAL)

Commission expires:

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

		ies only the identity of the individual who signed the fulness, accuracy, or validity of that document.
State of California)	
County of Orange)	
On <u>07/20/2021</u>	before me, Liliana Gome	z, Notary Public
Date	He	ere Insert Name and Title of the Officer
personally appeared	Rebecca Haas-Bates	
	Na	mers) of Signerits)

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.

iliana Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL -

Though this section is 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: Bid Bond	Document Date: 07/20/2021
Number of Pages: Two (2) Signer(s) Other Than	Named Above: All American Asphalt
Capacity(ies) Claimed by Signer(s)	
Signer's Name: Rebecca Haas-Bates	Signer's Name:
Corporate Officer - Title(s):	Corporate Officer — Title(s):
□ Partner – □ Limited □ General	Partner — I Limited General
□ Individual	Individual Attorney in Fact
□ Trustee □ Guardian or Conservator	□ Trustee □ Guardian or Conservator
Other:	Other:
Signer Is Representing: Fidelity and Deposit Company of Maryland	Signer Is Representing:

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ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **William SYRKIN, Rebecca HAAS-BATES, Sergio D. BECHARA and Richard ADAIR, all of Irvine, California, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of June, A.D. 2019.



ATTEST: ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray Vice President

Dawn & Grown-

By: Dawn E. Brown Secretary

State of Maryland County of Baltimore

On this 11th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



notance a. Dunn

Constance A. Dunn, Notary Public My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, <u>Attorneys-in-Fact</u>. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 20th day of July _____, 2021_.



Burn Hodges

By: Brian M. Hodges Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims 1299 Zurich Way Schaumburg, IL 60196-1056 www.reportsfclaims@zurichna.com 800-626-4577

AUDOLD #3

Notifications Report Bid Number Bid Title Agency

Vendor Name

Invitation

AGC Plan Room	Self Invited
AGC Plan Room	Self Invited
All American Asphalt	Self Invited
All American Asphalt	Self Invited
American Asphalt South, Inc.	Self Invited
American Asphalt South, Inc.	Self Invited
Bright's D&S Towing	Self Invited
Bright's D&S Towing	Self Invited
Cal Stripe Inc.	Self Invited
Cal Stripe Inc.	Self Invited
Calmex Engineering, Inc.	Self Invited
Calmex Engineering, Inc.	Self Invited
Calmex Engineering, Inc.	Self Invited
Calmex Engineering, Inc.	Self Invited
Carter Enterprise Group, Inc.	Self Invited
Carter Enterprise Group, Inc.	Self Invited
Construction Bid Source	Self Invited
Construction Bid Source	Self Invited
Dodge Data & Analytics	Self Invited
Dodge Data & Analytics	Self Invited
Dodge Data & Analytics	Self Invited
Dodge Data & Analytics	Self Invited
Elecnor Belco Electric, Inc.	Self Invited
Elecnor Belco Electric, Inc.	Self Invited
Hanson Aggregates Pacific Sou	Self Invited
Hanson Aggregates Pacific Sol	Self Invited
Hardy and Harper, Inc	Self Invited
Hardy and Harper, Inc	Self Invited
Intermountain Slurry Seal, Inc	Self Invited
Intermountain Slurry Seal, Inc	Self Invited

Self Invited

ntermountain Slurry Seal, Inc.

2021-07-26 17:29:00 2021-07-26 17:29:00 2021-07-28 10:08:00 2021-07-26 17:29:00 2021-07-28 10:08:00 2021-07-26 17:29:00 2021-07-28 10:08:00 2021-07-28 10:08:00 2021-07-26 17:29:00 2021-07-28 10:08:00 2021-07-12 10:22:49 2021-07-12 10:28:04 2021-07-26 17:29:00 2021-07-28 10:08:00 2021-07-26 17:29:00 2021-07-28 10:08:00 2021-07-26 17:29:00 2021-07-28 10:08:00 2021-07-26 17:29:00 2021-07-28 10:08:00 2021-07-26 17:29:00 2021-07-28 10:08:00 2021-07-26 17:29:00 2021-07-28 10:08:00 2021-07-26 17:29:00 2021-07-28 10:08:00 2021-07-26 17:29:00 2021-07-28 10:08:00 2021-07-26 17:29:00 2021-07-28 10:08:00 2021-07-26 17:29:00 Date

Email

oublicworks@allamericanasphe oublicworks@allamericanasphe yles@americanasphaltsouth.cc lyles@americanasphaltsouth.cc pearl@constructionbidsource.cr pearl@constructionbidsource.cr dodge.bidding@construction.cc dodge.bidding@construction.cc parbara.jacob@lehighhanson.c parbara.jacob@lehighhanson.c ablanchard@hardyandharper.c weonlywantyourtows@aol.com weonlywantyourtows@aol.com ablanchard@hardyandharper.cr dodge.docs@construction.com dodge.docs@construction.com Marc. Thoreson@gcinc.com tylerk@paverehabco.com ylerk@paverehabco.com ss.bidinfo@gcinc.com ss.bidinfo@gcinc.com olanroom@agcsd.org olanroom@agcsd.org alippa@calstripe.com alippa@calstripe.com msavino@calmex.us msavino@calmex.us msavino@calmex.us msavino@calmex.us wong@elecnor.com wong@elecnor.com

L&L Supplies L&L Supplies	Self Invited
, <u>n</u>	
LC Paving & Sealing	Self Invited
	Self Invited
LNI Custom Manufacturing	Self Invited
Manhole Adjusting Inc	_
Manhole Adjusting Inc	Self Invited
	Self Invited
Matich Corporation	Self Invited
Montauk	Self Invited
Montauk	Self Invited
North America Procurement Cc	
North America Procurement Cc	: Self Invited
NPG, Inc.	Self Invited
NPG, Inc.	Self Invited
Onvia	Self Invited
Onvia	Self Invited
ONYX PAVING COMPANY INC	Self Invited
ONYX PAVING COMPANY INC	Self Invited
	Self Invited
Pavement Recycling Systems	Self Invited
PWXPress	Self Invited
PWXPress	Self Invited
RFx Analyst	Self Invited
RFx Analyst	Self Invited
SmartProcure	Self Invited
SmartProcure	Self Invited
The Daily Reporter	Self Invited
The Daily Reporter	Self Invited
Engineering,	_
TKE Engineering, Inc.	
Vance Corporation	
Vance Corporation	
Webtech	
Webtech	Self Invited

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sourcemanagement2@onvia.cc sourcemanagement2@onvia.cc estimating1@pavementrecyclin sourcemanagement@napc.me sourcemanagement@napc.me estimating1@pavementrecyclin cvelasco@tkeengineering.com cvelasco@tkeengineering.com CandSpublishing@gmail.com CandSpublishing@gmail.com rbjornsson@smartprocure.us bjornsson@smartprocure.us Marc. Thoreson@gcinc.com sshubin@matichcorp.com sshubin@matichcorp.com swalker8585@gmail.com swalker8585@gmail.com cstone@npgasphalt.com cstone@npgasphalt.com abdul@bidamerica.com abdul@bidamerica.com obarrie@vancecorp.net bbarrie@vancecorp.net kirti.gohil3@gmail.com kirti.gohil3@gmail.com Shawn@lcpaving.com Shawn@lcpaving.com george@Inisigns.com george@Inisigns.com bids@onyxpaving.net oids@onyxpaving.net oids@pwxpress.com bids@pwxpress.com rfp@rfxanalyst.com rfp@rfxanalyst.com abel@ma-inc.com abel@ma-inc.com

Reason Addendum Notification

Addendum Notification **Bid Answer Bid Answer**

Addendum Notification Addendum Notification

CITY OF BEAUMONT

ADDENDUM NO. 2

TO THE BIDDING DOCUMENTS & CONTRACT,

Street Maintenance & Rehabilitation Project

Bidders are advised that the bid documents for the above referenced contract are hereby amended in the following manner and the following manner only:

a. The street list on sheet 2 of the plan set was cutoff. The Quantities on the bid schedule are correct as currently shown.

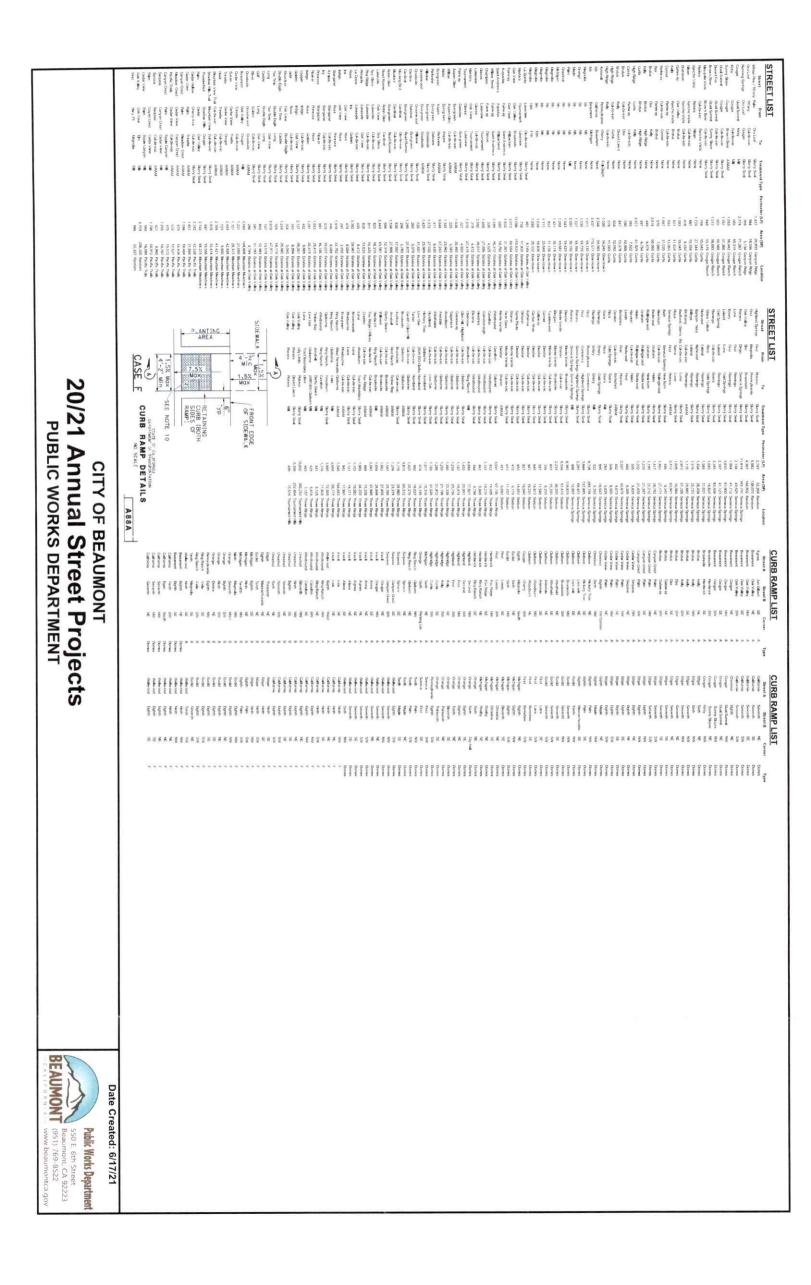
Refer to replacement sheet attached herewith.

Dated: 7/28/2021
By: Robert L. Vestal, Assistant PW Director
By: <u>AUAMERICANASPHACT</u> (Bidder's Company Name)
(Bidder's Signature)
BDWARD J. CHRISON, V.P.

Date Received by Bidder:

7-28-2021

Bidder shall include a signed copy of this Addendum No. 1 with the bid proposal.



CITY OF BEAUMONT

ADDENDUM NO. 1

TO THE BIDDING DOCUMENTS & CONTRACT,

Street Maintenance & Rehabilitation Project

Bidders are advised that the bid opening for the above referenced contract are hereby amended in the following manner and the following manner only:

- a. The project has a ninety calendar day contract. The NIB was revised accordingly.
- b. The ARAM tech Specs, third paragraph was modified by adding the following sentence: "The process method for heating specified above is subject to the provisions of United States Patent No. 7,033,104 B2"

Refer to replacement sheets attached herewith.

	Dated: 7/26/2021
	By:
	By: <u>AU AMERICAN</u> ASPHACT
Date Received by Bidder:	(Bidder's Company Name)
7-27-2021	EDWARDJ. CARLSON, V.P.
	(Type or Print Name)

Bidder shall include a signed copy of this Addendum No. 1 with the bid proposal.

NOTICE INVITING BIDS

The City of Beaumont, Public Works Department ("City") will receive email bids for the ANNUAL CITYWIDE STREET REHABILITATION AND MAINTENANCE PROJECT 20/21 (CIP R-03, R-04, & R-06)

at rvestal@beaumontca.gov, no later than **11:00** A.M., Friday August 6, 2021, at which time or thereafter said bids will be opened and read aloud via an online zoom meeting: https://us02web.zoom.us/j/83313177456?pwd=ck5ySVJ1L0dFTXNZVUhneitiMmhYQT09

Bids received after this time will be discarded. Bids shall be valid for 60 calendar days after the bid opening date.

Bids must be submitted on the City's Bid Forms. Bids must be prepared on the approved Bid forms and in the manner prescribed in the Instructions to Bidders. Bids must be submitted via email with the following subject: "ANNUAL CITYWIDE STREET REHABILITATION AND MAINTENANCE PROJECT 20/21 (CIP R-03, R-04, & R-06).

THIS IS A NINETY (90) CALENDAR DAY CONTRACT

LOCATION OF WORK:

The work to be completed is located on various streets throughout the City and defined in Appendix A-Construction Plans.

DESCRIPTION OF WORK:

The intent of this project is to extend the life of pavement an additional seven years or longer and improve the ride quality of the selected streets. The methods will include slurry seal, ARAM, mill and overlay and full-depth replacement.

Copies of the Bid and Contract Documents are available for inspection at no cost to the bidder at **City Hall**. The documents can also be downloaded from the City's Website (https://www.beaumontca.gov) and reviewed at no cost.

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

Once the contract is awarded there will be a <u>**Pre-Construction Conference**</u> at a determined date for the awarded bidder.

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

The successful bidder will be required to furnish the City with a Performance Bond equal to 100% of the successful bid, and a Payment (Labor and Materials) Bond equal to 100% of the successful bid, prior to execution of the Contract. All bonds are to be secured from a surety that meets all of

NOTICE INVITING BIDS

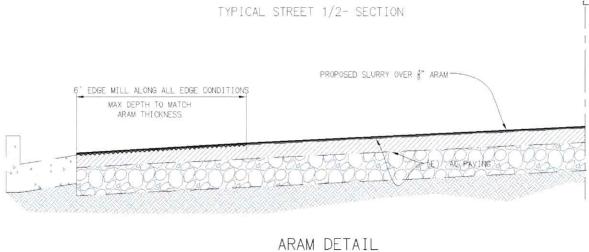
TP12. ASPHALT RUBBER AND AGGREGATE MEMBRANE (ARAM)

ARAM shall be in conformance with section 302-11 "Asphalt Rubber and Aggregate Membrane", section 203-12 "Asphalt Rubber and Aggregate Membrane (ARAM), and section 302-10 "Asphalt Rubber and Aggregate Membrane (ARAM)", and all subsequent sections of the Standard Specifications.

Cul-de-sacs, up to the beginning of the curb radius, stop points and other areas as designated, shall have a modified asphalt rubber binder applied pursuant to the application rates set forth in these specifications, modified with a polyethylene polymer additive added to the asphalt rubber binder between 2 percent and 4 percent by weight of the asphalt rubber binder. The modified asphalt rubber binder shall have a Performance Grade (PG) rating of between 88 and 94. The modified asphalt rubber binder specified above is subject to the provisions of United States Patent No. 9,828,505 B2.

Pavement heaters shall be utilized after cover aggregate application and before rolling on all surfacing receiving the modified asphalt rubber binder to ensure complete embedment and adhesion of the cover aggregate to the modified asphalt rubber binder. In no event, shall the surface temperature of the cover aggregate and modified asphalt rubber binder be heated to above 275°F. The process method for heating specified above is subject to the provisions of United States Patent No. 7,033,104 B2.

Type 2 slurry seal shall be applied to ARAM a minimum of five days after initial placement of ARAM. Final sweeping of ARAM shall occur prior to slurry.



NOT TO SCALE

Payment: Full compensation for ARAM shall be made at the contract unit price paid per square foot and shall include full compensation for furnishing all labor, materials, tools, and equipment,

TECHNICAL PROVISIONS