

**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT**

This PUBLIC WORKS AGREEMENT (“Agreement”) is made and effective March 3, 2020 by and between the City of Beaumont, a municipal corporation (“CITY”), and Matich Corporation (“CONTRACTOR”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. SCOPE OF WORK

The CONTRACTOR shall perform within the time set forth in Article 2 of this Agreement and shall furnish all labor, materials, equipment, tools, utility services, and transportation and perform and complete all work required in connection with the Design and Installation of Audio and Video Enhancement in Council Chambers and Overflow Project (hereinafter “Project”). CITY’s Invitation for Bids (“Invitation”) for the Project, dated January 14, 2020, and CONTRACTOR’s Bid in response to the Invitation, dated February 14, 2020, are attached hereto as Exhibits :A” and “B”, respectively and incorporated herein by this reference. The Scope of Work for the Project is set forth in the Invitation. In the event that any terms of the Bid are different from the Invitation for Bids, the Invitation for Bids shall control. Any additional terms in the Bid that purport to bind the City to any additional terms not contained in this Agreement and related attachments shall not be binding on the City.

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

II. TIME FOR PROJECT COMPLETION

All of CONTRACTOR’s work on the Project shall be completed within durations established for the individual activities 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 of Award from the CITY or Construction Manager, if a Construction Manager is employed by CITY on the Project. CONTRACTOR shall refer to the invitations for bids, and Project Plans and Specifications, all of which, as set forth below, are incorporated herein by reference, for contractual obligations regarding individual activity durations.

III. THE CONTRACT SUM

The CITY shall pay to the CONTRACTOR for the performance of this Agreement, subject to any additions and deductions provided in the Project documents, the lump sum of \$ 2,618,031.99 (“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. PROGRESS PAYMENTS

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

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

V. 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. PREVAILING WAGES

- A. Contractor shall comply with all applicable laws and regulations relating to prevailing wages. Wage rates for this Project shall be in accordance with the “General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1”, for Riverside County. Wage rates shall conform with those posted at Beaumont City Hall and the Project site.
- B. The following Labor Code sections are hereby referenced and made a part of this Agreement:
 - 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. RECORD AUDIT

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

VIII. FINAL PAYMENT

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

IX. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

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

X. INSURANCE

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. CONTRACTOR'S LICENSE

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

XII. REGISTRATION REQUIREMENTS

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

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

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

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

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

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

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

XIII. CORPORATION IN GOOD STANDING

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

XIV. PROVISIONS REQUIRED BY LAW

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

XV. SUBSURFACE HAZARDOUS MATERIALS

- A. In the event trenches or other excavations extend deeper than four (4) feet below the surface, the CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the CITY in writing of any:
1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.
 2. Subsurface or latent physical conditions at the site differing from those indicated.
 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. COMPONENT PARTS OF THE CONTRACT

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

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

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

XVII. ENTIRE CONTRACT

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

[Signatures on following page.]

SIGNATURE PAGE TO
CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT
(Match Corporation)

CITY:

CITY OF BEAUMONT

By: _____
Julio Martinez, Mayor

CONTRACTOR:

By: _____

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 DEPARTMENT

550 E. 6th STREET, BEAUMONT, CA 92223

CONTRACT DOCUMENTS & SPECIFICATIONS
FOR:

19/20 STREET CIP PROGRAM (THREE PROJECTS)

Project I: CIP 2018-004 & CIP 2019-002 Beaumont Avenue Rehabilitation Project

Project II: CIP 2018-003 Alleyway Rehabilitation Project

Project III: CIP 2018-001 & CIP 2019-001 Annual Slurry Seal Project

BID PUBLISHED:	January 14, 2020
MANDATORY PRE-BID MEETING:	January 24, 2020, 9:00 A.M.
BIDS MUST BE RECEIVED BY:	February 14, 2020, 11:00 A.M.
PLACE OF BID RECEIPT:	City Hall – Front Desk 550 E. 6th Street Beaumont, CA 92223
QUESTIONS IN BY:	January 31, 2020 @ 12:00 A.M.
BID OPENING DATE:	February 14, 2020, 11:15 A.M.
BID OPENING LOCATION:	City Hall Conference Room # 1 550 E. 6th Street Beaumont, CA 92223

NOTICE INVITING BIDS

The City of Beaumont, Public Works Department (“City”) will receive sealed bids for the **19/20 STREET CIP PROGRAM (THREE CONCURRENT PROJECTS)** which includes the following projects:

Project I: CIP 2018-004 & CIP 2019-002 Beaumont Avenue Pavement Rehabilitation Project
Project II: CIP 2018-003 Alleyway Rehabilitation Project
Project III: CIP 2018-001 & CIP 2019-001 Annual Slurry Seal Project

at CITY HALL (located at 550 E. 6th Street, Beaumont, California, 92223), no later than **11:00 A.M., Friday February 14, 2020**, at which time or thereafter said bids will be opened and read aloud. Bids received after this time will be returned unopened. Bids shall be valid for 60 calendar days after the bid opening date.

A Mandatory pre-bid meeting is scheduled for 9:00 A.M., Friday January 24, 2020 at CITY HALL.

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 in a sealed envelope which is plainly marked on the outside with the following: **“ATTN.: SEALED BID FOR 19/20 STREET CIP PROGRAM.**

THIS IS A NINETY (90) WORKING 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 work for the 19/20 STREET CIP PROGRAM includes three concurrent projects.

Project I: CIP 2018-004 & CIP 2019-002 Beaumont Avenue Pavement Rehabilitation Project

The Works consists of rehabilitating portions of Beaumont Avenue and Pennsylvania Avenue with a combination of full-depth pavement replacement and grind and overlay; work generally consist of, but not limited to, cold milling, pulverizing or removal of existing asphalt paving, base material, haul off excess material, recompact base, construct new asphalt pavement and restripe to existing conditions.

Project II: CIP 2018-003 Alleyway Rehabilitation Project

The Works consist of, but not limited to, pulverizing or removal of existing asphalt paving, base material, haul off excess material, recompact base, construct new asphalt pavement.

Project III: CIP 2018-001 & CIP 2019-001 Annual Slurry Seal Project

NOTICE INVITING BIDS

The Works consists of, but not limited to, existing asphalt cleaning and preparation for slurry seal material, applying slurry seal material as specified on the plans and in the specifications.

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. 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.

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 **Pre-Construction Conference** at a determined date for the awarded bidder.

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

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

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 ([www.calrecycle.ca.gov/Laws/Regulations/Title 14/ch1.htm#ch1a5](http://www.calrecycle.ca.gov/Laws/Regulations/Title14/ch1.htm#ch1a5)), 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), a copy of form 168 is provided herein for reference.

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

NOTICE INVITING BIDS

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 alone by the City. 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.

For further information contact the following persons;

Jeff Hart, PE, Public Works Department

(951) 769-8520, or by FAX at (951) 769-8526

E-mail: jhart@beaumontca.gov

**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT**

EXHIBIT “B”

CONTRACTOR’S Bid
(Insert behind this page.)

Summary of Selected Projects (Below)

Project Budget	Construction Budget	Construction Cost	10% ± Contingency	Subtotal
Construction Project I: CIP 2018-004 Beaumont Ave Reconstruction Project: Base Bid, Additive B, Additive C, Alternative Bid, and Negotiated Construction Cost				
SB-1: \$1,219,000, Measure A: <u>\$734,000</u> Σ: \$1,953,000	\$1,887,762.80	\$1,614,855.75	\$161,486.00	\$1,776,341.75
Construction Project I: CIP 2019-002 Annual Citywide Street Rehab FY 19/20 Project: Additive A and Additive F and Negotiated Construction Cost				
SB-1: \$300,000, Measure A: <u>\$800,000</u> Σ: \$1,100,000	\$1,097,250.00	\$352,291.49	\$35,229.00	\$387,520.49
Construction Project II: CIP 2018-003 Annual Citywide Street Rehab FY 18/19 Project: Base Bid and Negotiated Construction Cost				
Alley in lieu: \$34,000 <u>\$100,635.25 CIP 2019-002</u> Σ: \$134,635.25	\$24,900.00 + <u>\$100,635.25=</u> Σ: \$125,535.25	\$114,135.25	\$11,414.00	\$125,549.25
Construction Project III: CIP 2018-001 Annual Slurry Seal FY 18/19 Project: Base Bid				
SB-1: \$300,000, Measure A: <u>\$300,000</u> Σ: \$600,000	\$504,180.07	\$294,299.50	\$29,430.00	\$323,729.5
Construction Project III: CIP 2019-001 Annual Slurry Seal FY 19/20 Project: Additive A				
SB-1: \$400,000, Measure A: <u>\$600,000</u> Σ: \$1,000,000	\$1,000,000.00	\$242,450.00	\$24,245.00	\$266,695.00
Totals:		\$2,618,031.99	\$261,804.00	\$2,879,835.99

BID FORM

NAME OF BIDDER: Matich Corporation

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:

**19/20 STREET CIP PROGRAM
THIS IS A NINETY (90) WORKING DAY CONTRACT**

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

BASE BID	BASE BID PRICE (IN WRITTEN FORM)	BID PRICE (IN NUMBERS)
TOTAL BID PRICE	ONE MILLION THREE HUNDRED TWENTY SIX THOUSAND, FIVE HUNDRED TWENTY DOLLARS AND NINETY THREE CENTS.	1,326,520 ⁹³ -

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

**BASE BID
BID SCHEDULE**

PROJECT I

**BEAUMONT AVENUE PAVEMENT REHABILITATION PROJECT
Beaumont Avenue: 6th Street (Sta: 106+17±) to 11th Street (Sta: 134+06±)**

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/ UNIT	UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
1	Temporary Construction Sign	1 LS	1428-	1428-
2	Adjust Valve Cover to Grade	17 EA	170-	2,890
3	Remove Asphalt Concrete Surfacing to subgrade	1 LS	316,631 ⁴³	316,631 ⁴³
4	Cold Milling asphalt concrete surfacing	1 LS	23,410-	23,410-
5	Class II Aggregate Base	3,021 CY	33 ⁷⁰	101,807 ⁷⁰
6	Hot Mix Asphalt	2,365 TN	78 ⁶⁰	185,882-
7	Rubberized Hot Mix Asphalt	2,501 TN	95 ²⁰	238,095 ²⁰
8	Traffic Stripping and Pavement Markings	1 LS	12,000	12,000
9	Pavement Markers	1 LS	1,500-	1,500-
10	Loop Detectors	10 EA	416-	4,160-
11	Unclassified Excavation	500 CY	4790	23,950-
PROJECT I BASE BID SUBTOTAL:				994,581³³

PROJECT II
ALLEYWAY REHABILITATION PROJECT

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/ UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
1	Remove Asphalt Concrete Surfacing to subgrade	1	LS	26,949	26,949-
2	Class II Aggregate Base	233	CY	65 ⁷⁵	15,319 ²⁵
3	Hot Mix Asphalt	182	TN	89 ⁵⁰	16,289-
	Rubberized Hot Mix Asphalt	121	TN	118 ⁸⁵	14,380 ⁸⁵
5	Unclassified Excavation	150	CY	33 ²⁵	4,987 ⁵⁰
6	Remove Concrete (Curb & Gutter)	80	LF	43 ³⁰	3,464-
7	Minor Concrete (gutter)	19,750	1 LS	19,750-	19,750-
8	Minor Concrete (apron)	1	LS	14,700	14,700
9	Minor Concrete (Sidewalk)	1	LS	4,800	4,800
PROJECT II BASE BID SUBTOTAL:					120,640 ¹⁰

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PROJECT III
ANNUAL SLURRY SEAL PROJECT

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/ UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
1	Slurry Seal Type 2	132,150	SY	1 ⁷³	228,619 ⁵⁰
2	Traffic Stripping and Pavement Markings	1	LS	61,000	61,000
3	Pavement Markers	1	LS	4,680-	4,680-
Project III Base Bid Subtotal:					294,299 ⁵⁰
BASE BID TOTAL					1,326,520 ⁹³

**PROJECT I ADDITIVE BID A
BID SCHEDULE**

**BEAUMONT AVENUE PAVEMENT REHABILITATION PROJECT
Beaumont Avenue: 5th Street (Sta: 100+21±) to 6th Street (Sta: 106+17±)**

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/ UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
A2	Adjust Valve Cover to Grade	4	EA	170 ⁻	680 ⁻
A3	Remove Asphalt Concrete Surfacing to subgrade	1	LS	193,359 ⁸⁰	193,359 ⁸⁰
A5	Class II Aggregate Base	905	CY	48 ⁵⁰	43,892 ⁵⁰
A6	Hot Mix Asphalt	707	TN	127 ⁵⁰	87,314 ⁵⁰
A7	Rubberized Hot Mix Asphalt	471	TN	156 ⁵⁰	73,711 ⁵⁰
A8	Traffic Stripping and Pavement Markings	1	LS	4,000 ⁻	4,000 ⁻
A9	Pavement Markers	1	LS	350 ⁻	350 ⁻
A10	Loop Detectors	28	EA	350 ⁻	9,800 ⁻
A11	Unclassified Excavation	180	CY	53 ⁹⁰	9,702 ⁻
A12	Remove Concrete	1	LS	13,280 ⁻	13,280 ⁻
A13	Minor Concrete (cross-Gutter and spandrel)	1	LS	29,011 ⁵⁰	29,011 ⁵⁰
A14	Adjust Sewer Manhole Cover to Grade	2	EA	4,200 ⁻	8,400 ⁻
PROJECT I ADDITIVE BID A TOTAL:					472,501⁸⁰

**PROJECT I ADDITIVE BID B
BID SCHEDULE**

**BEAUMONT AVENUE PAVEMENT REHABILITATION PROJECT
Beaumont Avenue: 11th Street (Sta: 134+06±) to 13th Street (Sta: 157+00±)**

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/ UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
B2	Adjust Valve Cover to Grade	4	EA	170 ⁻	680 ⁻
B3	Remove Asphalt Concrete Surfacing to subgrade	1	LS	87,151.95	87,151.95
B4	Cold Milling asphalt concrete surfacing	1	LS	101,931.75	101,931.75
B5	Class II Aggregate Base	140	CY	120.10	16,814 ⁻
B6	Hot Mix Asphalt	110	TN	195.70	21,527 ⁻
B7	Rubberized Hot Mix Asphalt	2,547	TN	103.25	262,977.75
B8	Traffic Stripping and Pavement Markings	1	LS	7,545	7,545 ⁻
B9	Pavement Markers	1	LS	1,100 ⁻	1,100 ⁻
B11	Unclassified Excavation	500	CY	65.20	32,600 ⁻
PROJECT I ADDITIVE BID B TOTAL:					532,327.45

**PROJECT I ADDITIVE BID C
BID SCHEDULE**

**BEAUMONT AVENUE PAVEMENT REHABILITATION PROJECT
Beaumont Avenue: 13th Street (Sta: 157+00±) to Oak Valley Parkway (Sta: 169+19±)**

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/ UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
C3	Remove Asphalt Concrete Surfacing to subgrade	1	LS	45,125 ¹⁰	45,125 ¹⁰
C4	Cold Milling asphalt concrete surfacing	1	LS	49,278 ⁵⁰	49,278 ⁵⁰
C5	Class II Aggregate Base	35	CY	121 ⁻	4,238 ⁵⁰
C6	Hot Mix Asphalt	25	TN	270 ⁹⁵	6,773 ⁷⁵
C7	Rubberized Hot Mix Asphalt	1,360	TN	105 ³⁰	143,208 ⁸⁰
C8	Traffic Stripping and Pavement Markings	1	LS	5,420	5,420 ⁻
C9	Pavement Markers	1	LS	575	575 ⁻
C10	Loop Detectors	9	EA	450 ⁻	4,050 ⁻
C11	Unclassified Excavation	360	CY	72 ⁻	25,920 ⁵
PROJECT I ADDITIVE BID C TOTAL:					284,588 ⁸⁵

**PROJECT I ADDITIVE BID D
BID SCHEDULE**

**BEAUMONT AVENUE PAVEMENT REHABILITATION PROJECT
Beaumont Avenue: Oak Valley Parkway (Sta: 169+19±) to Cougar Way (Sta: 196+53±)**

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/ UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
D2	Adjust Valve Cover to Grade	2	EA	170	340
D3	Remove Asphalt Concrete Surfacing to subgrade	1	LS	85,377 ⁶⁰	85,377 ⁶⁰
D4	Cold Milling asphalt concrete surfacing	1	LS	98,827 ⁴⁰	98,827 ⁴⁰
D5	Class II Aggregate Base	222	CY	44 ⁸⁰	9,945 ⁶⁰
D6	Hot Mix Asphalt	174	TN	106 ²⁰	18,478 ⁸⁰
D7	Rubberized Hot Mix Asphalt	2,717	TN	102 ⁵⁰	278,492 ⁵⁰
D8	Traffic Stripping and Pavement Markings	1	LS	7,000	7,000
D9	Pavement Markers	1	LS	850	850
D10	Loop Detectors	28	EA	330	9,240
D11	Unclassified Excavation	500	CY	61 ⁷⁰	30,880
D14	Adjust Comm Manhole Cover to Grade	1	EA	1,650	1,650
PROJECT I ADDITIVE BID D TOTAL:					541,051 ⁹⁰

**PROJECT I ADDITIVE BID E
BID SCHEDULE**

**BEAUMONT AVENUE PAVEMENT REHABILITATION PROJECT
Beaumont Avenue: Cougar Way (Sta: 196+53±) to Brookside Ave (Sta: 222+33±)**

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/ UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
E3	Remove Asphalt Concrete Surfacing to subgrade	1	LS	97,596 ³²	97,596 ³²
E4	Cold Milling asphalt concrete surfacing	1	LS	70,375 ⁹⁰	70,375 ⁹⁰
E5	Class II Aggregate Base	260	CY	64 ⁶⁶	16,811 ⁶⁰
E6	Hot Mix Asphalt	203	TN	100 ⁴⁰	20,381 ²⁰
E7	Rubberized Hot Mix Asphalt	2,220	TN	103 ⁴⁰	229,548 ⁰⁰
E8	Traffic Stripping and Pavement Markings	1	LS	7,950 ⁻	7,950 ⁻
E9	Pavement Markers	1	LS	850 ⁻	850 ⁻
E10	Loop Detectors	19	EA	650 ⁻	12,350 ⁻
E11	Unclassified Excavation	760	CY	51 ⁻	38,760 ⁻
PROJECT I ADDITIVE BID E TOTAL:					494,623⁰²

**PROJECT I ADDITIVE BID F
BID SCHEDULE**

**BEAUMONT AVENUE PAVEMENT REHABILITATION PROJECT
Pennsylvania Avenue: North RR R/W (Sta: 100+00±) to 6th Street (Sta: 109+04±)**

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
F4	Cold Milling asphalt concrete surfacing	1	LS	29,465 ³²	29,465 ³²
F6	Rubberized Hot Mix Asphalt	722	TN	119 ²⁰	86,423 ⁴⁰
F8	Traffic Stripping and Pavement Markings	1	LS	2,161 ⁻	2,161 ⁻
F9	Pavement Markers	1	LS	400 ⁻	400 ⁻
F10	Loop Detectors	6	EA	350 ⁻	2,100 ⁻
F11	Unclassified Excavation	250	CY	56 ²⁰	14,125 ⁻
PROJECT I ADDITIVE BID F TOTAL:					134,724⁷²

PROJECT I ALTERNATE BID ITEM

**BID SCHEDULE
6th Street to Oak Valley Parkway**

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/ UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
X	Pulverize Roadbed	138,000	SF	3.20	444,600-
XX	Remove excess pulverized material to top of base material elevations per typical street section	2,500	CY	43.25	108,125-
PROJECT I ALTERNATE BID TOTAL =					549,725-

**PROJECT III ADDITIVE BID A
 BID SCHEDULE**

ANNUAL SLURRY SEAL PROJECT

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/ UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
A1	Slurry Seal Type 2	72,200	SY	225	162,450
A2	Remove and Replace in-kind Painted and Thermoplastic Striping, Markings, Legends, and Raised Pavement Markers	1	LS	80,000	80,000
PROJECT III ADDITIVE BID SUBTOTAL:					242,450

PMM
162,450-

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. 149783, Expiration Date 11/30/21, class of license A & B. If the bidder is a joint venture, each member of the joint venture must include the above information.

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

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

Signature 

Name and Title Robert M. Matich, Vice President

Dated February 14, 2020

**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 Matich Corporation

Signature 

Name Robert M. Matich

Title Vice President

Dated February 14, 2020

BID BOND

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated February 14, 2020, for **19/20 Street CIP Program**.

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 11th day of February, 2020, the name and corporate seal of each corporation.

(Corporate Seal)

Matich Corporation

Principal

By

Robert M. Matich
Title **Robert M. Matich, Vice President**

Liberty Mutual Insurance Company

Surety

By

Heather Saltarelli
Attorney-in-Fact

(Corporate Seal)

(Attach Attorney-in-Fact Certificate)

Title Heather Saltarelli, Attorney-in-Fact

BID BOND

STATE OF CALIFORNIA)
)
CITY OF _____)

See Attached Notary Acknowledgment

ss.

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.

BID BOND

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of San Bernardino }

On February 14, 2020 before me, Sammi Jo Shubin, Notary Public,
(Here insert name and title of the officer)

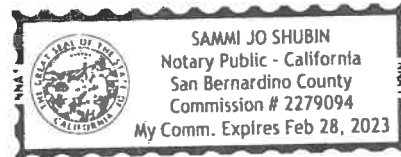
personally appeared Robert M. Match,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ she/they executed the same in ~~his~~ her/their authorized capacity(ies), and that by ~~his~~ 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.

Sammi Jo Shubin

Notary Public Signature



(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bid Bond

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

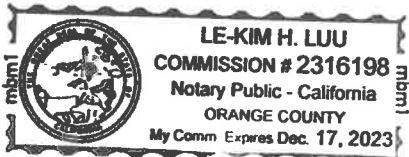
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On FEB 11 2020 before me, Le-Kim H. Luu, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Heather Saltarelli
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten 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: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____



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

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

Certificate No: 8201964-977460

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Rhonda C. Abel; Jeri Apodaca; Reece Joel Diaz; Maria Guise; Kim Luu; Michael D. Parizino; Rachelle Rheault; Heather Saltarelli; James A. Schaller

all of the city of Newport Beach state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of August, 2019.



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

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY

On this 23rd day of August, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of February, 2020.



By: Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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.

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

Portion of the Work	Subcontractor	Location of Business	% of the Work
COLD PLACING PARTIAL	Pavement Recycling Systems, Inc	10240 San Sevaine Way Jurupa Valley 91752 CA	6%
STRIPING	Cal Stripe, Inc.	2040 E. Steel Rd. Colton 92324 CA	4%
SLURRY	Pavement Coatings	10240 San Sevaine Way Jurupa Valley 91752	8%
LOOPS.	Smithson Electric, Inc	1938 E Katella Ave Orange 92867	1%

DESIGNATION OF SUBCONTRACTORS

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

Name of Bidder Matich Corporation

Signature *Robert M. Matich*

Name and Title Robert M. Matich, Vice President

Dated February 14, 2020

DESIGNATION OF SUBCONTRACTORS

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.

- 1.0 Name of Bidder: Matich Corporation
- 2.0 Type, if Entity: Corporation
- 3.0 Bidder Address: _____
1596 Harry Sheppard
San Bernardino, CA 92408
- | | |
|----------------------|----------------------|
| <u>909) 382-0113</u> | <u>909) 382-7400</u> |
| Facsimile Number | Telephone Number |
- 4.0 License Information:
- | | | |
|---------------|------------------------|--------------------------|
| <u>149783</u> | <u>Class A & B</u> | <u>November 30, 2021</u> |
| License No. | Class of License | Expiration Date |
- 1000004260
DIR Registration No.
- 5.0 How many years has Bidder's organization been in business as a Contractor?
101
- 6.0 How many years has Bidder's organization been in business under its present name? 66
- 5.1 Under what other or former names has Bidder's organization operated?: Matich Brothers
- 7.0 If Bidder's organization is a corporation, answer the following:
- 6.1 Date of Incorporation: November 12, 1954
- 6.2 State of Incorporation: California
- 6.3 President's Name: Stephan Matich

INFORMATION REQUIRED OF BIDDERS

6.4 Vice-President's Name(s): Robert M. Matich

Mark T. Hickman

6.5 Secretary's Name: Randall S. Valadez

6.6 Treasurer's Name: Randall S. Valadez

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

7.1 Date of Organization: N/A

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

N/A

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

N/A

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

California

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

Paving, Gridding and Concrete

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

No.

INFORMATION REQUIRED OF BIDDERS

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

No.

14.0 List Trade References:

Robertson Ready Mix

200 S. Main Street, Corona, CA 92878

Johnson Machinery / Quinn Equipment

P.O. Box 351, Riverside, CA 92502

15.0 List Bank References (Bank and Branch Address):

Citizens Business Bank

Greg Armstrong

818 N. Mountain Avenue

Upland, CA 91786

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

Liberty Mutual Insurance Company

Heather Saltarelli

790 The City Drive South, #200, Orange, CA 92868

MATCH CORPORATION - JOB LIST

2/11/2020

1:51 PM

Job #	Contract #	Agency	Job Name	Location	Contract Amount	Contact	Phone #	Super
18-035	3899	Cooley Construction	VCC - Student Service Center	Victorville	\$91,400	Ben Cooley	760 948-8400	George
18-039		Sukut Construction	HDWD Wastewater Reclamation -, Bld Package D	High Desert	\$7,175,375	Nick Osborne		George
18-041	3910	Cooley Construction	Rancho Mirage Clubhouse	Rancho Mirage	\$114,434	Ben Cooley	760 948-8400	George
18-045	SMBM1-011-18SS	San Manuel Band of	Victoria Street Paving	San Bernardino	\$3,443,143	Sheri Shulkin	909-863-5899	George
18-046	18008	Riverside Construction	Foothill Blvd. from Oleander Ave. to Cypress Ave.		\$112,632	Carl Short	951-682-8308	George
18-047	1289	Sukut Construction	Pioneertown Pipeline		\$612,619	Nick Osborne	714 460-1075	George
19-001	1286	Sukut Construction	HDWD Wastewater Reclamation, Phase 1 Package B2	2018 Running Total: Yucca Valley	\$51,946,449	Nicholas Osborne	714 460-1075	George
19-008		Pyramid Building	HDWD - Paxton Pump Station	Yucca Valley	\$29,796	Nikolai Samarfin	760-949-9005	George
19-010	3935	Cooley Construction	Del Webb Way	Rancho Mirage	\$438,021	Ben Cooley	760 948-8400	George
19-018		Jacobsson Engineering	Glenroy	Coachella	\$71,043	Dan Jacobsson	760-345-8700	George
19-020	3941	Cooley Construction	Sitting Bull Academy - Parent/Bus Drop off	Apple Valley	\$291,844	Ben Cooley	760 948-8400	George
19-022	180503	Ames Construction	BNSF Overhead Bridge to Lot 5	San Bernardino	\$77,525	Mark Blitki	951-415-3765	George
19-023	18-13	Van Dyke	TLF 29 Palms Marine Corps Base	29 Palms	\$145,600	Mat Green	760- 367-9151	George
19-024	190501	Ames Construction	Caltrans Highway 243-74 Emergency Storm Repair		\$600,000	Tony Spinetti	951-207-2087	George
19-025		C & C Grading	Breckenridge Ave Entrance	Beaumont	\$13,125	Kenny Kaas	951-699-0644	George
19-026	3945	Cooley Construction	LGI Homes - Cypress Point Tr. 15598	Victorville	\$209,201	Ben Cooley	760 948-8400	George
19-028	55-1173	W.M. Lyles	Wastewater Treatment Plant	Beaumont	\$210,000			Jake
19-032	7150	City of Hesperia	FY 2018-19 CDBG Street Improvements	Hesperia	\$848,265	David Burkett	760-947-1202	Jake
19-033	3948	Cooley Construction	Shottenkirk Lexus	Cathedral City	\$207,030	Ben Cooley	760 948-8400	George
19-034	08-1G1204	Caltrans	Route 243 In & Rear Banning	Banning	\$7,174,950			George
19-035	3951	Cooley Construction	Olivetree Apartments	Hesperia	\$467,396	Ben Cooley	760 948-8400	George
19-036	H14844	San Bernardino County	Park Blvd.	Joshua Tree	\$1,272,544			Jake
19-037	H14875	San Bernardino County	Hook Creek and Hospital Road	Lake Arrowhead	\$1,497,320			George
19-044	10.10.0913	County of San Bernardino	222-268 Lot	San Bernardino	\$2,185,143	Dani Fox	909-601-1166	Jake
19-045		C & C Grading	Pardee Homes Tract 37-427	Beaumont	\$65,280	Kenny Kaas	951-699-0644	George
19-046		C & C Grading	Shea Homes	Indio	\$221,875	Kenny Kaas	951-699-0644	George
19-047	1304	Sukut Construction	East Reservation Phase 3	Highland	\$1,636,046	Kimmy Crawford	714 460-1075	George
19-050	3958	Cooley Construction	Monte Vista Sr Apartments	Riverside	\$37,405	Ben Cooley	760 948-8400	George
19-051	3961	Cooley Construction	Rancho Mirage Ph.4 Onsite	Rancho Mirage	\$515,368	Ben Cooley	760 948-8400	George
19-052	186	Weka, Inc.	Brine Disposal Pipeline - Reach 1	Beaumont	\$559,872	Steve	909 425-8700	George
19-053	19-01	City of Palm Springs	20109 Pavement Rehabilitation	Palm Springs	\$8,586,000			George
19-054		HI Desert Water District	Pioneer Town Road	HI Desert	\$24,910	Tony Culver	760 365-8152	George
19-055		T. E. Roberts, Inc.	Brine Disposal Pipeline - Reach 2	Beaumont	\$799,967	Gil Hartwell	714 669-0072	George
19-056	ST-100	City of Coachella	Active Transportation Program	Coachella	\$2,390,000	Oscar Espinoza	760 398-3502	Jake
19-057	180506	Ames Construction	Coachella Valley Water District	Coachella	\$98,700	Dawn Johnson	602 431-2111	George
19-058	1907	Downing Construction	Sun City Palm Desert Water Main Replacement	Coachella	\$785,400	Randy Downing	909 797-7444	George
19-059	99048	County of Riverside	Brookside Pit V-Ditch	Riverside	\$58,204	Henry Robles	951 955-8324	George
19-060	248	Jacobsson Engineering	San Manuel Blvd. North	Highland	\$107,156	Erik Jacobsson	760 345-8700	George
19-061	3597	Jones Bros.	Ramon Road	Rancho Mirage	\$17,600	Mike Jones	760 398-5536	George
19-062		Pyramid Building	Kickapoo Pump Station		\$27,757	Justin Whetsell	760 949-9005	George
19-063		Jones Bros.	Jefferson St. Water Main Replacement		\$49,000	Mike Jones	760 398-5536	George
19-064	180509	Ames Construction	Caltrans Highway 243-74 Storm Repair 08-1K3004	Idyllwild	\$182,361	Tony Spinetti	951-207-2097	George
20-001	10734	Griffith Company	Mt. View Ave Widening		\$38,972,406			
20-002	5023-19	C & C Grading	Shea Homes - 52nd and Jackson	Indio	\$99,900	Kenny Kaas	951-699-0644	George
20-003		C & C Grading	Pardee Highland Springs and Wilson Tract 37298-2		\$99,900	Kenny Kaas	951-699-0644	George
20-004		API Grading	AM/PM	Adelanto	\$82,080	John Hanoum	760-221-8542	George
			2020 Running Total:		\$281,880			

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 Attached.				

Matich Corporation Recent Projects:

Pavement Rehabilitation at Ten Locations

Description: Pavement Rehabilitation

Contract Number: 13194

Agency: City of San Bernardino, 201 North 'E' Street, Suite 200, San Bernardino, CA 92401

Contact: Saba Engineer, (909) 384-5284

Contract Amount: \$2,479,000.00

Completion: March 2019

PARIS 2017 Street Resurfacing Project

Description: Street Resurfacing

Contract Number:

Agency: City of Redlands, 35 Cajon Street, Suite 15A, Redlands, California 92373

Contact: Goutam Dobey, 909-798-7584

Contract Amount: \$7,588,986.00

Completion: May 2019

2016/2017 Annual Street Overlay

Description: Street Overlay

Contract Number: 170804

Agency: City of Rialto, 290 W. Rialto Avenue, Rialto, CA 92376

Contact: Jeff Schafer, 909 820-2531

Contract Amount: \$1,948,000.00

Completion: July 2018

FY 2017-18 CDBG Street Improvements

Description: Street Improvements

Contract Number: 7142

Agency: City of Hesperia, 9700 Seventh Ave, Hesperia, CA 92345

Contact: David Burkett, 760 947-1000

Contract Amount: \$1,560,000.00

Completion: June 2018

McCallum Way & 30th Avenue Pavement Rehabilitation

Description: Pavement Rehabilitation

Contract Number: 8864/8867

Agency: City of Cathedral City, 68-700 Avenida Lalo Guerrero, Cathedral City, CA 92234

Contact: Bill Simons, 760 770-0360

Contract Amount: \$2,464,000.00

Completion: January 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:

George Fonvill

Project Manager

60%

2. Summarize each person's specialized education:

Various AC Paving Training Classes

Caltrans Training Classes

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

40 Years of Construction Experience

4. Summarize such experience:

30 Years of Paving Experience

12 Years of Grading Experience

20 Years of Project Management Experience

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

Additional Bidder's Statements:

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:

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 Matich Corporation

Signature 

Name Robert M. Matich

Title Vice President

Dated February 14, 2020

NON-COLLUSION AFFIDAVIT

I, Robert M. Matich, being first duly sworn, deposes and says that he is Vice President of Matich Corporation 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 of Bidder Matich Corporation

Signature 

Name Robert M. Matich

Title Vice President

Dated February 14, 2020

CITY OF BEAUMONT

ADDENDUM NO. 1

TO THE BIDDING DOCUMENTS, CONTRACT, PLANS AND SPECIFICATIONS FOR

19/20 STREET CIP PROGRAM

CIP 2018-004 & CIP 2019-002 BEAUMONT AVENUE STREET REHABILITATION PROJECT

CIP 2018-003 ALLEYWAY REHABILITATION PROGRAM

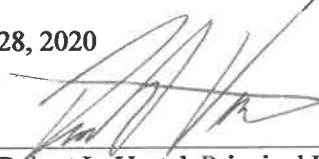
CIP 2018-001 & CIP 2019-001 ANNUAL SLURRY SEAL PROJECT

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

1. Specifications- Sheets 7 & 11 shall be replaced by the attached sheets to correct project name and working days.
 - a. Project name is 19/20 Street CIP Program
 - b. Contract time is 90 working days
2. Specifications- Sheets 12 through 21, and technical provisions for project I & II shall be replaced by the attached sheets to support the change from 5" RHMA to 3" conventional paving with a 2" RHMA cap.
3. Project I Alternative Bid Item X was revised to reflect "Section 30-2".

Dated: January 28, 2020

By:


Robert L. Vestal, Principal Engineer

By:

Matich Corporation

(Bidder's Company Name)

Date Received by Bidder:

Robert M. Matich, Vice President

(Bidder's Signature)

January 28, 2020



(Type or Print Name)

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

CITY OF BEAUMONT

ADDENDUM NO. 2

TO THE BIDDING DOCUMENTS, CONTRACT, PLANS AND SPECIFICATIONS FOR

19/20 STREET CIP PROGRAM

CIP 2018-004 & CIP 2019-002 BEAUMONT AVENUE STREET REHABILITATION PROJECT

CIP 2018-003 ALLEYWAY REHABILITATION PROGRAM

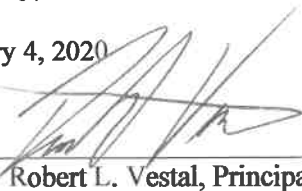
CIP 2018-001 & CIP 2019-001 ANNUAL SLURRY SEAL PROJECT

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

1. Specifications- Sheets 12 through 21- replaced XX on Alley project with values for ac pavement.
2. Specifications- Sheets 12 through 21- revised "Remove Asphalt Concrete surfacing" to "Remove Asphalt Concrete surfacing to subgrade".
3. Alley Plans- added sidewalk connection at 9th street
4. Included design soils report (for reference only)

Dated: February 4, 2020

By:



Robert L. Vestal, Principal Engineer

By:

Matich Corporation

(Bidder's Company Name)

Date Received by Bidder:

Robert M. Matich, Vice President

(Bidder's Signature)

February 5, 2020



(Type or Print Name)

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

CITY OF BEAUMONT

ADDENDUM NO. 3

TO THE BIDDING DOCUMENTS, CONTRACT, PLANS AND SPECIFICATIONS FOR

19/20 STREET CIP PROGRAM

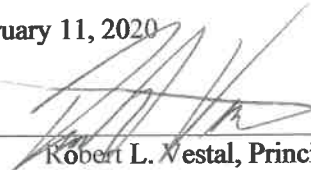
**CIP 2018-004 & CIP 2019-002 BEAUMONT AVENUE STREET REHABILITATION PROJECT
CIP 2018-003 ALLEYWAY REHABILITATION PROGRAM
CIP 2018-001 & CIP 2019-001 ANNUAL SLURRY SEAL PROJECT**

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

1. Specifications- Sheet 25, Bid Bond: corrected project name. Bid Bod is for entire program
 - a. Project name is 19/20 Street CIP Program

Dated: February 11, 2020

By:



Robert L. Vestal, Principal Engineer

By:

Matich Corporation

(Bidder's Company Name)

Date Received by Bidder:

Robert M. Matich, Vice President

(Bidder's Signature)

February 11, 2020



(Type or Print Name)

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

**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT**

EXHIBIT “C”

Project Construction Schedule

CONSTRUCTION WORKDAY CALENDAR

2020 - 5 Day

BASE BID =90 WORKDAYS
ADDITIVES +30 WORKDAYS

JANUARY

SUN	MON	TUE	WED	THU	FRI	SAT
			1	688 2	689 3	4
5	690 6	691 7	692 8	693 9	694 10	11
12	695 13	696 14	697 15	698 16	699 17	18
19	20	700 21	701 22	702 23	703 24	25
26	704 27	705 28	706 29	707 30	708 31	

FEBRUARY

						1
2	709 3	710 4	711 5	712 6	713 7	8
9	714 10	715 11		716 13	717 14	15
16	17	718 18	719 19	720 20	721 21	22
23	722 24	723 25	724 26	725 27	726 28	29

MARCH

1	727 2	728 3	729 4	730 5	731 6	7
8	732 9	733 10	734 11	735 12	736 13	14
15	737 16	738 17	739 18	740 19	741 20	21
22	742 23	743 24	744 25	745 26	746 27	28
29	747 30	31				

APRIL

			748 1	749 2	750 3	4
5	751 6	752 7	753 8	754 9	755 10	11
12	756 13	757 14	758 15	759 16	760 17	18
19	761 20	762 21	763 22	764 23	765 24	25
26	766 27	767 28	768 29	769 30		

MAY

					770 1	2
3	771 4	772 5	773 6	774 7	775 8	9
10	776 11	777 12	778 13	779 14	780 15	16
17	781 18	782 19	783 20	784 21	785 22	23
24	25	786 26	787 27	788 28	789 29	30
31						

JUNE

	790 1	791 2	792 3	793 4	794 5	6
7	795 8	796 9	797 10	798 11	799 12	13
14	800 15	801 16	802 17	803 18	804 19	20
21	805 22	806 23	807 24	808 25	809 26	27
28	810 29	811 30				

JULY

SUN	MON	TUE	WED	THU	FRI	SAT
			812 1	813 2	814 3	4
5	815 6	816 7	817 8	818 9	819 10	11
12	820 13	821 14	822 15	823 16	824 17	18
19	825 20	826 21	827 22	828 23	829 24	25
26	830 27	831 28	832 29	833 30	834 31	

AUGUST

						1
2	835 3	836 4	837 5	838 6	839 7	8
9	840 10	841 11	842 12	843 13	844 14	15
16	845 17	846 18	847 19	848 20	849 21	22
23	850 24	851 25	852 26	853 27	854 28	29
30	855 31					

SEPTEMBER

		856 1	857 2	858 3	859 4	5
6	7	860 8	861 9	862 10	863 11	12
13	864 14	865 15	866 16	867 17	868 18	19
20	869 21	870 22	871 23	872 24	873 25	26
27	874 28	875 29	876 30			

OCTOBER

				877 1	878 2	3
4	879 5	880 6	881 7	882 8	883 9	10
11	12	884 13	885 14	886 15	887 16	17
18	888 19	889 20	890 21	891 22	892 23	24
25	893 26	894 27	895 28	896 29	897 30	31

NOVEMBER

1	898 2	899 3	900 4	901 5	902 6	7
8	903 9	904 10	11	905 12	906 13	14
15	907 16	908 17	909 18	910 19	911 20	21
22	912 23	913 24	914 25	26	27	28
29	915 30					

DECEMBER

		916 1	917 2	918 3	919 4	5
6	920 7	921 8	922 9	923 10	924 11	12
13	925 14	926 15	927 16	928 17	929 18	19
20	930 21	931 22	932 23	933 24	25	26
27	934 28	935 29	936 30	937 31		

CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT

EXHIBIT “D”

Insurance Certificates and Endorsements

(Insert behind this page.)