

AGREEMENT

THIS AGREEMENT, dated this 12th day of September, 2024, by and between **American Ramp Company** whose place of business is located at **601 McKinley Street, Joplin, MO 64801 (Design-Build Entity)**, and the **CITY OF CAPITOLA (Owner)**.

WHEREAS, Owner, by its Resolution No. **[Insert Number]** adopted on the **12** day of **September, 2024** awarded to Design-Build Entity the following Contract:

**MCGREGOR ASPHALT PUMP TRACK
1510 MCGREGOR DRIVE
CAPITOLA, CA 95010**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Design-Build Entity and Owner agree as follows:

ARTICLE 1 SCOPE OF WORK OF THE CONTRACT

1.01 Work of the Contract

- A. Design-Build Entity shall complete all Work specified in the Contract Documents, inclusive of complete planning, design and engineering services, construction management services, complete permitted plan sets, construction services, completion and commissioning services, and turnover of a complete, functional and legally operable Project, in accordance with the final Specifications, Drawings, and all other terms and conditions of the Contract Documents (**Work**).

1.02 Price for Completion of the Work

Owner shall pay Design-Build Entity the following Contract Sum (**Contract Sum**) for completion of Work in accordance with Contract Documents as set forth in Design-Build Entity's Proposal, attached hereto.

- A. The Contract Sum is all inclusive and includes all Work; all federal, state, and local taxes on materials and equipment, labor and professional services furnished by Design-Build Entity, its subcontractors, subconsultants, designers, architects, engineers, and vendors or otherwise arising out of Design-Build Entity's performance of the Work, including any increases in any such taxes during the term of this Agreement; and any duties, fees, and royalties imposed with respect to any materials and equipment, labor or services. The taxes covered hereby include (but are not limited to) occupational, sales, use, excise, unemployment, FICA, and income taxes, customs, duties, and any and all other taxes on any item or service that is part of the Work, whether such taxes are normally included in the price of such item or service or are normally stated separately. Notwithstanding the foregoing, each party shall bear such state or local inventory, real property, personal property or fixtures taxes as may be properly assessed against it by applicable taxing authorities.

ARTICLE 2 COMMENCEMENT AND COMPLETION OF WORK

2.01 Commencement of Work

- A. Design-Build Entity shall commence Work on the date established in the Notice to Proceed (**Commencement Date**).
- B. Owner reserves the right to modify or alter the Commencement Date.
- C. Design-Build Entity shall not commence Work on the Site until **Owner has issued Document 00 5501 (Notice to Proceed With Construction)**.

2.02 Completion of Work

- A. Design-Build Entity shall achieve Substantial Completion of the entire Work within **120** Days from the Commencement Date.
- B. Design-Build Entity shall achieve Final Completion of the entire Work **180** Days from the Commencement Date.

ARTICLE 3 PROJECT REPRESENTATIVES

3.01 Owner’s Project Manager

- A. Owner has designated the Public Works Director as its Project Manager to act as Owner’s Representative in all matters relating to the Contract Documents. If Project Manager is an employee of Owner, Project Manager is the beneficiary of all Design-Build Entity obligations to Owner including, without limitation, all releases and indemnities.
- B. Project Manager shall have final authority over all matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of Owner, to accept work, and to make decisions or actions binding on Owner, and shall have sole signature authority on behalf of Owner.
- C. Owner may assign all or part of the Project Manager’s rights, responsibilities and duties to a Construction Manager, or other Owner Representative.

3.02 Design-Build Entity’s Project Manager and Other Key Personnel

- A. Design-Build Entity has designated **Blake Robinson** as its Project Manager to act as Design-Build Entity’s Representative in all matters relating to the Contract Documents.

ARTICLE 4 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK

4.01 Liquidated Damage Amounts

- A. As liquidated damages for delay Design-Build Entity shall pay Owner one thousand dollars (\$1,000.00) for each Day that expires after the time specified herein for Design-Build Entity to achieve **Substantial Completion** of the entire Work, until achieved.
- B. As liquidated damages for delay Design-Build Entity shall pay Owner Two-Hundred and Fifty dollars (\$250.00) for each Day that expires after the time specified herein for Design-Build Entity to achieve **Final Completion** of the entire Work, until achieved.

4.02 Scope of Liquidated Damages

- A. Measures of liquidated damages shall apply cumulatively.
- B. Limitations and stipulations regarding liquidated damages are set forth in Document 00 7253 (General Conditions).

ARTICLE 5 CONTRACT DOCUMENTS

5.01 Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

Document 00 5100	Notice of Award
Document 00 5253	Agreement
Document 00 5255	Bridging Documents
Document 00 5500	Notice to Proceed
Document 00 5501	Notice to Proceed with Construction
Document 00 6113.13	Construction Performance Bond
Document 00 6113.16	Construction Labor and Material Payment Bond
Document 00 6290	Escrow Agreement for Security Deposits
Document 00 6325	Substitution Request Form

Document 00 6530	Release of Claims
Document 00 6536	Guaranty
Document 00 7253	General Conditions
Document 00 7316	Supplementary Conditions – Insurance and Indemnification
Document 00 7324	In-Use Off-Road Diesel-Fueled Fleets Regulation
Document 00 7380	Apprenticeship Program
Document 00 9113	Addenda
Bridging Documents listed in Document 00 5255.	

5.02 There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 7253 (General Conditions). Design-Build Entity’s Statement of Qualifications, dated July 12, 2024, and Proposal, dated July 31, 2024, and all modifications, supplements and amendments thereto, are attached hereto for reference purposes only. Unless specifically stated otherwise in this Agreement, neither Design-Build Entity’s Statement of Qualifications nor Proposal is incorporated into Contract Documents.

ARTICLE 6 MISCELLANEOUS

6.01 Terms and abbreviations used in this Agreement are defined in Document 00 7253 (General Conditions) and Section 01 4200 (References and Definitions) and will have the meaning indicated therein.

6.02 Design-Build Entity and Owner understand and agree that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise. Design-Build Entity and Owner further understand and agree that liability of Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

6.03 Pursuant to Labor Code Section 1771(a), Design-Build Entity represents that it and all of its Subcontractors are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Design-Build Entity covenants that any additional or substitute Subcontractors will be similarly registered and qualified.

6.04 Pursuant to Public Contract Code Section 22164(c), Design-Build Entity commits to Owner that Design-Build Entity and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the Project that falls within an apprenticeable occupation in the building and construction trades, as required by that Section. Design-Build Entity and its subcontractors at every tier will provide Owner with evidence, on a monthly basis while the project or contract is being performed, that Design-Build Entity and its subcontractors are complying with these requirements. Alternatively, Design-Build Entity has provided evidence that it has entered into a project labor agreement that includes the requirements of Public Contract Code Section 22164(c) and that will bind the Design-Build Entity and all its subcontractors at every tier performing the project or contract.

6.05 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Design-Build Entity or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time Owner tenders final payment to Design-Build Entity, without further acknowledgment by the parties.

6.06 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the Owner’s Facilities Development and

Management Division, may be obtained from the California Department of Industrial Relations website [http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm] and are deemed included in the Contract Documents, and shall be made available to any interested party on request. Pursuant to Labor Code Sections 1860 and 1861, in accordance with Labor Code Section 3700, every Design-Build Entity will be required to secure the payment of compensation to his employees. Design-Build Entity represents that it is aware of the provisions of Labor Code Section 3700 that 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 Design-Build Entity shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

- 6.07** Owner shall have the right to review all phases of Design-Build Entity's design including, without limitation, drawings, specifications, shop drawings, samples, and submittals, as specified in the Contract Documents. Such review and other action shall not relieve Design-Build Entity of its responsibility for a complete design complying with the Contract Documents; but rather, such review shall be in furtherance of Owner's monitoring and accepting the design as developed and issued by the Design-Build Entity, consistent with these Contract Documents. Design-Build Team's responsibility to design and construct the Project in conformance with the Contract Documents shall be absolute.
- 6.08** This Agreement and the Contract Documents shall be deemed to have been entered into in the City of Capitola, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Santa Cruz.
- 6.09** Design-Build Entity shall have full responsibility to complete the Work of this Contract. Design-Build Entity shall carry the risk of any errors, omissions or ambiguities, regarding the scope of work of any subcontract compared to the scope of work of the Contract Documents.

IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

DESIGN-BUILD ENTITY: American Ramp Company

By: _____
(Signature)

By: _____
(Signature)

Its: _____

Its: _____

CITY OF CAPITOLA

By: _____
Benjamin Goldstein, City Manager

APPROVED AS TO FORM AND LEGALITY
THIS __ DAY OF _____, **2024**

By: _____
Samantha W. Zutler, City Attorney

RESOLUTION NO. _____

END OF DOCUMENT

DOCUMENT 00 4113

PROPOSAL FORM

TO THE CITY OF CAPITOLA

THIS BID IS SUBMITTED BY:

American Ramp Company

(Name of Design-Build Entity)

Re: McGregor Asphalt Pump Track Project located at 1510 McGregor Drive, Capitola, CA 95010

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Capitola in the form included in the Contract Documents, Document 00 5200 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00 1113 (Notice Inviting Bids), and Document 00 2113 (Instructions to Bidders) including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 60 Days after the day of Bid opening, unless there is a bid protest, then 90 days after the day of bid opening.
3. In submitting this Bid, Bidder represents that Bidder has examined all of the Contract Documents, performed all necessary Pre-Bid investigations, attended the mandatory Pre-Bid Meeting, received the Pre-Bid Meeting minutes (if any), and received the following Addenda:

Addendum Number	ADDENDUM DATE	Signature of Bidder

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

SCHEDULE OF BID PRICES

All Bid items, including lump sums and unit prices, must be filled in completely. Bid items are described in Section 01 1100 (Summary of Work). Quote in figures only, unless words are specifically requested.

ITEM	DESCRIPTION	PRICE (\$)
1	All work of the Contract Documents	103,647.00
	Total Bid Price: (Bid Item 1)	103,647.00

Total Bid Price: (Bid Item 1) Total Bid Price: (Bid Item 1)

One hundred and three thousand, six hundred and forty seven dollars

(Words)

5. Subcontractors for work included in all Bid items are listed on Document 00 4330 (Subcontractors List) submitted herewith.
6. The undersigned Bidder understands that City reserves the right to reject this Bid, but that this Bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days from the date prescribed for its opening.
7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Intent to Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document 00 4113 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00 2113 (Instructions to Bidders) within the times specified therein.
8. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
9. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00 2113 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to City of Capiotla.

10. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00 7200 (General Conditions) and to complete all Work within the time specified in Document 00 5200 (Agreement).
11. The undersigned Bidder agrees that, in accordance with Document 00 7200 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00 5200 (Agreement) shall be as set forth in Document 00 5200.
12. The names of all persons interested in the foregoing Bid as principals are:

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full.

NAME OF BIDDER: American Ramp Company
licensed in accordance with an act for the registration of Contractors, and with license
number: 869556 Expiration: 12/31/2025

Missouri Nathan Bemo, President
(Place of Incorporation, if Applicable) (Principal)

John Hunter, CEO
(Principal)

James Moss, CFO/Secretary/Treasurer
(Principal)

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


(Signature of Bidder)

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address:

601 McKinley Street

Joplin, MO 64801

Contractor's Representative(s):

Blake Robinson / Action Sports Development

(Name/Title)

(Name/Title)

(Name/Title)

Officers Authorized to Sign Contracts

John Hunter / CEO & Owner

(Name/Title)

James Moss / CFO & Owner

(Name/Title)

(Name/Title)

Telephone Number(s):

417.206.6816

(Area Code) (Number)

(Area Code) (Number)

Fax Number(s):

(Area Code) (Number)

(Area Code) (Number)

Date of Bid:

7.31.2024

END OF DOCUMENT

DOCUMENT 00 4313

BOND ACCOMPANYING PROPOSAL

KNOW ALL BY THESE PRESENTS:

That the undersigned

American Ramp Company

(Name of Design-Build Entity)

as Principal and the undersigned as Surety are held and firmly bound unto Owner, **CITY OF CAPITOLA**, as obligee, in the penal sum of Ten Thousand Three Hundred Sixty-Four and 70/100----- Dollars (\$ 10,364.70) lawful money of the United States of America being at least ten percent (10%) of the aggregate amount of said Principal's base Proposal, for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal is submitting a Proposal for **McGregor Asphalt Pump Track at 1510 McGregor Drive, Capitola, CA 95010**.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Proposal submitted by the said Principal be accepted and the Contract be awarded to said Principal and said Principal shall within the required periods enter into the Contract so awarded and provide the required Construction Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, Guaranty, and all other endorsements, forms, and documents required under Document 00 1119 (Request for Proposal), then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument this 25th day of July, 2024.
(Month)

(Corporate Seal)

American Ramp Company

By

Principal James Moss, CFO/Secretary

By Western Surety Company

Surety

(Corporate Seal)

By

Attorney in Fact Scott Brothers

END OF DOCUMENT

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Scott Brothers, Dawn Oney, Individually

of Joplin, MO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 8th day of August, 2023.



WESTERN SURETY COMPANY

Larry Kasten

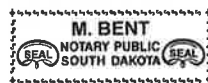
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 8th day of August, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 25th day of July, 2024.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary



7400 College Boulevard, Suite 650
Overland Park, KS 66210

Regina M. Palomino, CCA AFSB
Underwriting Consulting Director
Telephone: 913-661-7753
E-Mail: regina.palomino@cnasurety.com

July 25, 2024

City of Capitola
420 Capitola Avenue
Capitola, CA 95076

RE: RFP - McGregor Asphalt Pump Track

To Whom It May Concern:

At the request of American Ramp Company and in support of this bid, we have agreed to act as surety on the performance and payment bonds specified in the bid documents.

If you have any questions, please do not hesitate to call me.

Sincerely,

WESTERN SURETY COMPANY

Regina M. Palomino

Regina M. Palomino, CCA AFSB
Underwriting Consulting Director

DOCUMENT 00 4314

PROPOSER REGISTRATION FORM

INDEPENDENT CONTRACTOR REGISTRATION

Contractor's License # 869556

Date: 7/24/2024 Fed Tax I.D. # 35-2353308

Full Corporate Name of Company: American Ramp Company

Street Address: 601 S. McKinley Ave.

Joplin, MO 64801

Mailing Address: 601 S. McKinley Ave.

Joplin, MO 64801

Phone: 417-206-6816 Fax: 417-206-6888

Name of Principal Contact: John Hunter

Type of Business: Sole Proprietor Partnership
 Non-Profit 501(c)(3) Corporation
 other (please explain: _____)

INSURANCE (Complete all items listed below that are applicable and/or are required by Document 00 7316, Supplementary Conditions – Insurance and Indemnification)

Workers' Compensation:

Carrier: Zurich-American Insurance Company

Address: PO Box 968046, Schamburg, IL 60196-8046

Phone and Fax: 407-481-9363 / 407-481-9969

Policy Number: WC 16-90-372-04

General Liability:

Carrier: Gemini Insurance Company

Address: 7233 E. Butherus Dr., Scottsdale, AZ 85260

Phone and Fax: 480-951-0905 480-281-0910

Policy Number: VMGP005401

Policy Limits: \$ 1,000,000 - Each Occurrence/\$2,000,000 General Aggregate

A.M. Best Rating: A+ XV

Automobile Liability:

Carrier: Cincinnati Insurance Company

Address: PO Box 145496, Cincinnati, OH 45250-5496

Phone and Fax: 513-870-2000 513-603-5500

Policy Number: EBA0578745

Policy Limits: \$ 1,000,000 - Each Occurrence

A.M. Best Rating: A+ XV

All-Risk Course of Construction:

Carrier: N/A

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

Professional Liability:

Carrier: Gemini Insurance Company

Address: 7233 E. Butherus Dr., Scottsdale, AZ 85260

Phone and Fax: 480-951-0905 480-281-0910

Policy Number: VIPL055782

Policy Limits: \$ 3,000,000 - Each Claim/Aggregate

A.M. Best Rating: A+ XV

Pollution Legal Liability Insurance (if applicable):

Carrier: N/A

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

Excess Liability Insurance (if applicable):

Carrier: Axis Surplus Insurance Company

Address: 4622 Pennsylvania Ave., Suite 1200, Kansas City, MO 64112

Phone and Fax: 816-471-6118 816-471-6119

Policy Number: P00100035789105

Policy Limits: \$ 4,000,000 - Each Occurrence

A.M. Best Rating: A+ XV

Other Liability Insurance (if applicable):

Carrier: N/A

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

PROPOSER CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

PROPOSER: American Ramp Company
(COMPANY NAME)

By: John Hunter
NAME

CEO & Owner
TITLE

By: 
SIGNATURE

7.31.2024
DATE

SAFETY AND EXPERIENCE RECORD

The following statements as to the Proposer's safety experience are submitted with the Bid, as part thereof, and the Proposer guarantees the truthfulness and accuracy of all information.

1. List Proposer's interstate Experience Modification Rate for the last three years.

[20_] .68 [20_] .69 [20_] .68 2024, 2023, 2022

If Proposer was not eligible to obtain a formal rating from the Workers Compensation Insurance Rating Bureau for any of the years listed above, Proposer must submit written information from its workers compensation insurance company that establishes what Proposer's equivalent EMR would be.

2. Total Recordable Incident Rates (RIR)

What were Proposer's Total RIR for each of the last three years?

[20_] 1 [20_] 1 [20_] 18 2024, 2023, 2022

Average of last three years: 6.66 (no rounding)

3. Total Lost Time Incident Rates (LTIR)

What were Proposer's Total LTIR for each of the last three years?

[20_] 0 [20_] 0 [20_] 2 2024, 2023, 2022

Average of last three years: .66 (no rounding)

4. Use Proposer's last year's Cal/OSHA 201 log to fill in the following number of injuries and illnesses:

a.	Number of lost workday cases	<u>0</u>
b.	Number of medical treatment cases	<u>0</u>
c.	Number of fatalities	<u>0</u>

5. Employee hours worked last year

161309.76

6. State the name of Proposer's safety engineer/manager:

To be assigned closer to job start date.

Attach a resume or outline of this individual's safety and health qualifications and experience.

I CERTIFY, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND I AUTHORIZE OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

PROPOSER:

By: 
Signature

Its: **CEO & Owner**
Title

Date 7-31-2024

END OF DOCUMENT

DOCUMENT 00 4519

NON-COLLUSION DECLARATION

PUBLIC CONTRACT CODE SECTION 7106

NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the CEO of American Ramp Company, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 7.31.2024 [date], at Joplin [city], Missouri [state].

BIDDER'S SIGNATURE:



John Hunter, CEO

NAME/TITLE OF SIGNATORY:

John Hunter, CEO

LEGAL NAME OF BIDDER:

American Ramp Company

END OF DOCUMENT

DOCUMENT 00 4546

PROPOSER CERTIFICATIONS

TO BE EXECUTED BY ALL PROPOSERS AND SUBMITTED WITH PROPOSAL

The undersigned Proposer certifies to Owner as set forth in sections 1 through [9].

1. STATEMENT OF CONVICTIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Proposer within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

2. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

By my signature hereunder, as the Design-Build Entity, I certify that I am aware of the Labor Code Section 3700, which requires every employer to be insured against liability for worker's 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.

3. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

By my signature hereunder, as the Design-Build Entity, I certify that I am aware of Labor Code Section 1773, which requires the payment of prevailing wage on public projects. Design-Build Entity and any subcontractors under the Design-Build Entity shall comply with Labor Code Section 1776 regarding wage records, and with Labor Code Section 1777.5 regarding the employment and training of apprentices. Design-Build Entity is responsible to ensure compliance by any and all subcontractors performing work under this Contract.

4. CERTIFICATION OF COMPLIANCE WITH PUBLIC WORKS CHAPTER OF LABOR CODE

By my signature hereunder, as the Design-Build Entity, I certify that I am aware of Labor Code Sections 1777.1 and 1777.7 Code, and Design-Build Entity and Subcontractors are eligible to bid and work on public works projects.

5. CERTIFICATION OF NON-DISCRIMINATION

By my signature hereunder, as the Design-Build Entity, I certify that there will be no discrimination in employment with regard to race, color, religion, gender, sexual orientation, age or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principal of equal opportunity in employment will be demonstrated positively and aggressively.

6. CERTIFICATION OF NON-DISQUALIFICATION

By my signature hereunder, as the Design-Build Entity, I swear, under penalty of perjury, that the below indicated Proposer, any officer of Proposer, or any employee of Proposer who has a proprietary interest in such Proposer, has never been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or safety regulation, except as indicated on the separate sheet attached hereto entitled "Previous Disqualifications." If a statement of "Previous Disqualifications" is attached, please explain the circumstances.

7. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

By my signature hereunder, as the Design-Build Entity, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned's Proposal, the Contract will include funds sufficient to allow the Design-Build Entity to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided. I understand that Owner will be relying on this certification if it awards the Contract to the undersigned.

8. CERTIFICATION REGARDING DIR CONTRACTOR / SUBCONTRACTOR REGISTRATION

By my signature hereunder, as the Design-Build Entity, I certify that Design-Build Entity, and all Subcontractors listed on Document 00 4336 (Subcontractors List) are the subject of current and active contractor registrations pursuant to Division 2, Part 7, Chapter 1, commencing with Labor Code Section 1720. Design-Build Entity's registration number is **[please complete]** 1000012376. Subcontractors' registration numbers are as indicated in Document 00 4336.

9. CERTIFICATIONS REGARDING SELECTION PROCESS

[Please check and/or complete one of the following]


The undersigned confirms it has no objections or protests to any Design-Build Entity selection procedure, process, or requirement, or any other any aspect of the Design-Build Entity selection process.

_____ Attached as Appendix ____, consisting of _____ pages, is a detailed description of all objections and protests the undersigned has regarding any aspect of the Design-Build Entity selection process. Proposer must attach an Appendix if this item is checked.

If Bidder is unable to certify to the statements in this certification, Bidder shall attach an explanation to this Bid.

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

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

PROPOSER: American Ramp Company
(Name of Proposer)
Date: 7.31.2024, 202_ By: 
(Signature)
Name: John Hunter
(Print Name)
Its: CEO & Owner
(Title)

[Note—if Proposer is a partnership, all general partners must sign; and if a joint venture, all venturers must sign.]

END OF DOCUMENT