



CITY COUNCIL ACTION FORM

DEPARTMENT Administration	PRESENTED BY Drew Nelson - City Administrator	DATE August 2, 2022
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ITEM

Approval of Construction Contract – Harriet Alexander Field – Pavement Management

BACKGROUND

Airport staff has received bids for pavement management services at Harriet Alexander Field to seal cracks and improve the airport's runway. The project would provide for routine maintenance of the runway to ensure continued quality into the future. This contract's cost will be offset by annual FAA grants for maintenance purposes.

FISCAL NOTE

Total cost of the contract is \$173,650; the City of Salida is responsible for half of the costs of said contract, or \$86,825. This amount can be accommodated in the Airport's budgeted allotment for 2022 via FAA grants.

STAFF RECOMMENDATION

Staff recommends that the City Council approve the contract with American Road Maintenance for pavement management services at Harriet Alexander Field as recommended by the Airport Advisory Board.

SUGGESTED MOTION

A City Councilperson should state, "I move to combine and approve the Consent Agenda", followed by a second and a roll call vote.

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT is made and entered into as of _____, and is by and between American Road Maintenance, Inc. a Colorado corporation (“Contractor”) and the Board of County Commissioners of Chaffee County (“County”).

BACKGROUND:

- A. County desires that Contractor perform the duties of general contractor for the construction of public work for the Runway 6-24 Pavement Maintenance Project for the Salida Airport – Harriet Alexander Field, and as fully described in the Contractor’s Scope of Work attached hereto as Exhibit A (the “Project”).
- B. Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Contract.

CONTRACT:

In consideration of the mutual promises and covenants specified below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Statement of Work. The terms of this Contract are contained in the plans and specifications prepared by Contractor and approved by County, including the Request for Proposal, as well as the Proposal. Such Request for Proposal and Proposal are specifically incorporated as a part of this Contract as Exhibit A. Contractor shall procure the materials, equipment and/or products necessary for the Project and shall diligently provide all services, labor, personnel and materials necessary to perform the Project. Contractor shall faithfully perform the work in accordance with the standards of professional care, skill, training, diligence and judgment provided by highly competent contract professionals performing services of a similar nature to those described in this Contract. Contractor shall further be responsible for the timely completion, and acknowledges that a failure to comply with the within the time limits prescribed by County may result in County’s decision to withhold payment or to terminate this Contract.
2. Independent Contractor. Contractor is an independent contractor and is responsible for all taxes (including employment taxes) and insurance applicable under existing laws with respect to the fees paid under this Contract. Contractor shall not have authority to bind the County in any contract or agreement. Contractor will not participate in any retirement, bonus, welfare or benefit plans of County. Contractor acknowledges that it is not entitled to unemployment insurance benefits or workers’ compensation benefits from Chaffee County,

its elected officials, agents, or any program administered or funded by Chaffee County. Contractor shall be entitled to unemployment insurance or workers' compensation insurance only if unemployment compensation coverage or workers' compensation coverage is provided by Contractor, or some other entity that is not a party to this Contract.

3. Time of Commencement and Completion. Construction under this Contract will begin no later than within fifteen calendar days after the date of receipt of the Notice to Proceed issued by County and shall be completed no later than five (5) weeks after the commencement date (the "Completion Date"). In consultation with the County the Contractor will plan commencement date and construction on this Contract to accommodate and minimize disturbances to scheduled events and other construction projects at the Airport. A Notice to Proceed is attached as Exhibit C. The Completion Date may, at County's sole discretion, be extended if approved by County in writing. If, due to misconduct or neglect, Contractor fails to complete the Project on or before the Completion Date, County may deduct liquidated damages in the amount of \$200.00 from the contract price per day for each day Contractor works beyond this date. Actual damages caused by Contractor's failure to complete this Contract on time are impracticable or extremely difficult to fix; accordingly, the per diem deduction from the contract price will be retained by County as payment by Contractor of liquidated damages, and not as a penalty for failure.
4. Compensation.
 - a. County shall pay and Contractor shall receive the contract price as stipulated in the Notice of Award, attached to this contract as Exhibit B and incorporated herein by this reference, as FULL compensation for everything furnished and done by Contractor under this Contract, including all loss or damage arising out of the work or from the action of the elements; for any unforeseen obstruction or difficulty encountered in the prosecution of the work, including increased prices for or shortages of materials for any reason, including natural disasters; for all risks of every description associated with the work; for all expenses incurred due to the suspension or discontinuation of the work; and for well and faithfully completing the work as provided in this Contract.
 - b. Pursuant to C.R.S. §24-91-103.6(2), County has appropriated sufficient funds to pay for the contract price specified in the Notice of Award.
 - c. Contractor acknowledges that the fees under this Agreement are partly funded by a grant. County reserves the right to discontinue, modify or withhold any payments to be made under this Agreement or to require a total or partial refund of any fees due under this Agreement if the County determines that the grant funds are no longer available to the County, for whatever reason.

5. Expenses. Except as specifically set forth in this Contract, Contractor is responsible for Contractor's expenses and overhead, including without limitation, travel, insurance, material and equipment expenses, and expenses in connection with furthering Contractor's skills or membership in professional societies and organizations.

6. Liability for Damages.
 - a. The County, its officers, agents or employees, shall not in any manner be answerable or responsible for any loss or damage to the work or to any part of the work; for any loss or damage to any materials, building, equipment or other property that may be used or employed in the work, or placed on the worksite during the progress of the work; for any injury done or damages or compensation required to be paid under any present or future law, to any person, whether an employee of Contractor or otherwise; or for any damage to any property occurring during or resulting from the work.

 - b. Contractor shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations, or omissions of Contractor, its employees, agents, representatives or other persons acting under Contractor's direction or control in performing or failing to perform the work under this Contract. Contractor will defend, indemnify and hold harmless County, its elected and appointed officials, employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including but not limited to attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of Contractor, its employees, agents or representatives, or other persons acting under Contractor's direction or control. In addition, the parties reserve the right to bring tort claims in the event of the discovery of an intentional fraud committed during contract performance. Nothing in this indemnification agreement shall be construed in any way to be a waiver of County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended and as may be amended from time to time.

7. Inspection of Work and Materials.
 - a. County may appoint and employ such persons as may be necessary to act as inspectors or agents for the purpose of supervising in the interests of County materials furnished and work done as the work progresses.

- b. County shall at all times have unrestricted access to all parts of the work and to other places where or in which the preparation of materials and other integral parts of the work are being carried on and conducted.
 - c. Contractor shall provide all facilities and assistance required or requested to carry out the work of supervision and inspection by County, including material tests.
 - d. Inspection of the work by the above-mentioned authorities or their representatives shall in no manner be presumed to relieve in any degree the responsibility or obligations of Contractor, or to constitute Contractor an agent of County.
 - e. No material of any kind shall be used in the work until it has been inspected and accepted by County. All rejected materials shall be immediately removed from the premises. Any materials or workmanship found at any time to be defective shall be replaced or remedied at once regardless of previous inspection. Inspection of materials shall be promptly made, and, where practicable, at the source of supply within twenty-four (24) hours of notification. Failure to inspect shall constitute acceptance of materials.
 - f. Whenever the specifications, the instructions of County, or the laws, ordinances or regulations of any public authority require work to be specially tested or approved, Contractor shall give County timely notice of its readiness for inspection, and if the inspection is by another authority, of the date fixed for the inspection.
8. Insurance. Contractor shall not commence work under this Contract until Contractor has obtained all insurance required under this section and the insurance has been approved by the County Administrator or his designee. Similarly, Contractor shall not allow any approved subcontractor to commence work on his or her subcontract until all similar insurance required of subcontractor has been so obtained and approved. County shall be named as additional insureds on all insurance policies required under this Contract. The “additional insured” wording shall be as follows: County of Chaffee, State of Colorado, a body corporate and politic, is named as Additional Insured. All insurance policies must be written in a manner consistent with the requirements of the Standard Form Contract. Contractor shall furnish County prior to the commencement of work under this Contract and annually thereafter copies of company-issued Certificates of Insurance policies obtained by Contractor in compliance with this paragraph demonstrating that the insurance requirements have been met, and Contractor shall ensure that County is notified in writing and at least thirty days in advance of any amendment or cancellation of such policy or policies. These Certificates of Insurance shall also contain a valid provision or endorsement that these policies may not be canceled, terminated, changed or modified without thirty days written notice to the County. The following insurance shall be required:

- a. Commercial General Liability Insurance: At a minimum, combined single limits of \$1,000,000 per occurrence and \$2,000,000 for general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at \$1,000,000 per occurrence and \$50,000 any one fire.
 - b. Automobile Liability. Minimum limits are required to be \$1,000,000.00 for each occurrence. Coverage must include:
 - i. All vehicles owned, non-owned, and hired to be used on the Contract;
 - ii. Medical Payments.
 - c. Workers' Compensation and Employer's Liability: Workers' compensation insurance for all of Contractor's employees engaged in work at the site of the Project including occupational disease coverage in accordance with scope and limits as required by the State of Colorado.
9. Performance and Payment Bond. To secure performance of Contractor's obligations under this Contract, Contractor shall provide County with a Performance and Payment Bond in the amount of the full contract price. Prior to execution of this Contract, Contractor shall provide the form of the Performance and Payment Bond to County for its review and approval. County shall be authorized to draw upon the Performance and Payment Bond to correct any default by Contractor under this Contract, which default shall be determined and substantiated by an Affidavit of Default signed by the County Administrator. The Performance and Payment Bond shall be issued prior to the commencement of any work on the Project and shall be held by County through the warranty period specified in Paragraph 18 below.
10. Notice to Proceed. Notice to Proceed shall be issued by County within ten calendar days of the execution of this Contract by all parties. A sample Notice to Proceed is attached as Exhibit C. If County fails to issue such Notice to Proceed within that time limit, Contractor may terminate the Contract without further liability on the part of either party. Such notice of termination must be tendered in writing to County. Additionally, the parties may mutually agree that the time for the Notice to Proceed may be extended.
11. Prohibition Against Discrimination.
 - a. Contractor shall not discriminate because of race, color, religion, sex, age, national origin, marital status, disability or status as a Vietnam veteran, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment-related activities concerning

Contractor's employees. In addition, Contractor affirms that it is an equal opportunity and affirmative action employer, and that it shall comply with all applicable federal, state, and local laws and regulations including, but not limited to, the letter and spirit of the Colorado Anti-Discrimination Act, executive order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1976; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans With Disabilities Act, the Colorado Anti-Discrimination Act; and any additions or amendments thereto. The Equal Opportunity Clauses set forth in 41 CFR § 60-1.4 and 41 CFR § 60-741.5 are hereby incorporated by reference into this Contract.

- b. No contractor, subcontractor or any person on behalf of such contractor or subcontractor, shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, color, religion, sex, sexual preference, or national origin. For each person who is discriminated against or intimidated in violation of the provisions of this Contract, there may be deducted from the amount payable to Contractor by County under this contract a penalty of \$100.00 for each calendar day during which discrimination or intimidation occurred. This Contract may be canceled or terminated by the County, and all monies due or to become due under this Contract may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of this contract. The deduction of any moneys or termination of Contract under this section shall not operate as a bar to any person pursuing individual legal remedies for discrimination.
 - c. In all solicitations by Contractor for any work related to this Contract to be performed under a subcontract, either by competitive bidding or negotiation, Contractor shall notify each potential subcontractor of Contractor's obligations under this Contract, and of all pertinent regulations relative to nondiscrimination and unfair employment practices.
12. Compliance with Laws. Contractor and every subcontractor or person doing or contracting to do any work contemplated by this contract shall keep himself or herself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of his or her contract or any extra work, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not the laws, ordinances or regulations are mentioned in this contract, and shall indemnify County, its officers, agents and employees, against any claim or liability arising from or based on the violation of any such laws, ordinances or regulations.

13. Certificates and Permits. Contractor shall secure at Contractor's own expense all necessary certificates, licenses and permits required in connection with the work contemplated by this Contract or any part of this Contract, and shall give all notices required by law, ordinance or regulation. Contractor shall pay all fees and charges incident to the due and lawful prosecution of the work contemplated by this Contract, and any extra work performed by Contractor. Prior to any final payments for the Project, County shall require Contractor to sign a lien release in the form attached to this Contract as Exhibit D, and may require Contractor to obtain such lien releases from its vendors and subcontractors.
14. Prohibition on Acceptance of Gifts. Pursuant to Section 3 of Art. XXIX of the Constitution of the State of Colorado, County Employees or contractors cannot accept any gifts, meals, theatre or sporting event tickets unless:
- a. the aggregate value of things received from a single source does not exceed \$65/calendar year; or
 - b. the County employee/elected official gave the donor consideration of equal or greater value; or
 - c. an enumerated exception applies.
15. Termination. County may, at its sole discretion, terminate this Contract without liability in the event that Contractor fails to provide the required Certificates of Insurance, or otherwise fails to meet the conditions precedent to issuance of the Notice to Proceed described above. County may also, at its sole discretion, on one week's notice to Contractor, terminate this Contract without liability before the completion date, and without prejudice to any other remedy County may have, when Contractor defaults in the performance of any provision, or fails to carry out the construction of the Project in accordance with the provisions of this Contract.
16. Remedies. Upon termination, County's sole liability to Contractor shall be to pay compensation with respect to the which has been completed, and County shall have the entire right, title and interest in and to such Work. If County terminates this Contract because Contractor has materially breached this Contract, and Contractor fails to remedy such breach within ten days of receipt of written notice of such breach, in addition to other damages which may be due County, Contractor will refund to County within fifteen days of such notice all compensation paid pursuant to this Contract. A material breach of this Contract shall include the failure by Contractor to perform the Work, within the applicable time frames. In addition, County shall have all rights and remedies available at law or equity.
17. Substantial Completion/Acceptance. The date of substantial completion of the Project shall be a date mutually agreed upon by County and Contractor. In the event that County and

Contractor do not reach an agreement as to the date of substantial completion, the County Director of General Administration shall determine such date. Upon the date of substantial completion, Contractor or its engineer shall certify in writing that the improvements have been completed in conformance with the plans and specifications and submit to County a completed acceptance checklist utilizing a form approved by County. Thereafter, and within thirty business days after a request for final inspection by Contractor, County shall inspect the Project and notify Contractor in writing and with specificity of their conformity or lack thereof to the plans and specifications. Contractor shall make all corrections necessary to bring the Project into conformity with the plans and specifications. Once any and all corrections are completed, County shall promptly notify Contractor in writing that the Project is in conformance with the approved plans and specifications, and the date of such notification shall be known as the "Acceptance Date." The Acceptance Date shall coincide with the commencement of the warranty period described in Paragraph 18 below. In accordance with Colorado Revised Statutes § 38-26-107, within thirty days of the Acceptance Date, County shall pay Contractor the amount shown on the final draw request; provided, however, that the amount of funds left from the contract price specified in the Notice of Award are sufficient to cover this amount.

18. Warranty. Contractor represents and warrants that all improvements constituting the Project shall be free from any security interest or other lien or encumbrance. Contractor further represents and warrants that all improvements constituting the Project shall be free of any defects in materials or workmanship for a period of one year and that the work was performed in accordance with the standards of professional care, skill, training, diligence and judgment provided by highly competent contract professionals performing services of a similar nature to those described in this Contract.

Contractor shall warrant any and all improvements constituting the Project constructed for County pursuant to this Construction Contract for a period of twelve (12) months from the Acceptance Date. Contractor shall arrange for County to have the benefit of and the right to enforce all warranties by subcontractors (all tiers), suppliers and manufacturers. Specifically, but not by way of limitation, Contractor shall warrant that:

- a. Any and all improvements constituting the Project shall be free from any security interest or other lien or encumbrance;
- b. All materials and equipment furnish under the Contract shall be of good quality and new unless expressly specified in the Contract; and
- c. The Project and all structures will conform to the requirements of the Contract and shall be free of any defects in materials or workmanship for a period of one year, as stated above and that the work was performed in accordance with the standards of

professional care, skill, training, diligence and judgment provided by highly competent contract professionals performing services of a similar nature to those described in this Contract.

19. Corrections to Project. If any of Contractor's work on the Project is found to be not in accordance with the standards set forth in this Contract (including the Request for Proposal and Proposal), Contractor shall, at Contractor's expense, correct it promptly after receipt of a written notice from County to do so unless County has previously accepted such condition. Such notice shall be either delivered personally or by overnight express courier, or sent by registered or certified mail, postage prepaid, return receipt requested, and must be received by Contractor as soon as practicable after County discovers the defect or the loss or damage caused by such defect, but in no event later than the date that the warranty expires.

20. Change Orders.

- a. Increases to the contract price on account of changes in the work (change orders) are prohibited unless approved in writing by County, with payment of such increase guaranteed by County. Pursuant to Colorado Revised Statutes § 24-91-103.6, as amended, County has, prior to execution of this Contract, made appropriations as specified in the Notice of Award as payment in total for the Project.
- b. Any order or directive regarding additional work must be in writing in order to be enforceable against County. Contractor acknowledges that any work it performs beyond that specifically authorized IN WRITING by County is performed at Contractor's risk and without authorization under this Contract.
- c. No change order or modification increasing the contract price beyond such amount shall be issued unless County provide Contractor with written assurance that lawful appropriations to cover the costs of additional work have been made and the appropriations are available prior to performance of the additional work.
- d. Notwithstanding the above, County shall periodically reimburse Contractor for Contractor's costs (consisting of materials purchased specifically for the Project) in connection with all additional directed work (again, such direction must be in writing) until a change order is finalized. In no instance shall the periodic reimbursement be required before the contractor has submitted an estimate of cost to County for the additional compensable work to be performed.
- e. County shall not be liable for the payment of taxes, late charges or penalties of any nature other than the compensation stated herein.

21. Tax Exemption. Contractor acknowledges and understands that all materials, products and supplies used or consumed on the Project are exempt from state and local sales and use taxes and that such sales and use taxes shall not be included in any applications for payment. Contractor further acknowledges receipt of the County's tax exempt number for itself and all subcontractors and material suppliers associated with the Project
22. Modifications. County may modify this Contract with respect to the arrangement, character, alignment, grade or size of the work or appurtenances whenever in its opinion it shall deem it necessary or advisable to do so. Contractor shall accept such modifications when ordered in writing by the County Administrator or his designee. Any such modifications shall not subject Contractor to increased expense without equitable compensation, which compensation shall be approved by the Chaffee County Board of County Commissioners. If any modification results in a decrease in the cost of work involved, an equitable deduction from the contract price shall be made. These deductions shall be determined by County Administrator or his designee. The determination of any such additional compensation or deduction shall be based on the bids submitted and accepted. No modifications in the work shown on the plans and described in the specifications shall be made, unless the nature and extent of the modifications has first been certified by County in writing and sent to Contractor.
23. Constitutional Requirements. The other provisions of this Contract notwithstanding, financial obligations of County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. County is prohibited by law from making financial commitments beyond the term of its current fiscal year. County has contracted for goods and/or services under this Contract and have reason to believe that sufficient funds will be available for the full term of the Contract. Where, however, for reasons beyond the control of County as the funding entity, funds are not allocated for any fiscal period beyond the one in which this Contract is entered into, County shall have the right to terminate this Contract by providing seven days written notice to Contractor, and will be released from any and all obligations hereunder. If County terminates the Contract for this reason, County and Contractor shall be released from all obligations to perform the Project and make payments, except that County shall be required to make payment for work which has been performed by Contractor prior to the effective date of termination under this provision; and, conversely, Contractor shall be required to complete any work for which County has made payment prior to providing written notice to Contractor of the termination.
24. Governing Law and Jurisdiction. The interpretation and performance of this Contract shall be construed under the laws of Colorado, without regard to choice of law principles. In the event of litigation, jurisdiction and venue shall be in the Chaffee County District Court.

25. Successors and Assigns; Assignment; Subcontractors. The rights and obligations of County under this Contract will inure to the benefit of and will be binding upon the successors and assigns of County. Contractor may not subcontract, pledge, assign or transfer either this Contract or any of the payments or benefits under this Contract without the written consent of County.
26. Amendment. This Contract shall not be amended, except by subsequent written Contract of the parties.
27. Captions. The captions in this Contract are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Contract or any part thereof.
28. Attorney Fees. Notwithstanding any provision in any other document or proposal, each party shall be responsible for their own attorney fees and costs in connection with enforcing this Contract.
29. Statutory and Regulatory Requirements. This Contract is subject to all statutory and regulatory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally. Without limiting the scope of this provision, the Contract is specifically subject to the following:
- a. Contract payments may be withheld pursuant to C.R.S. § 38-26-107 if the County receives a verified statement that Contractor has not paid amounts due to any person who has supplied labor or materials for the Project.
30. Priority of Provisions. In the event that any terms of this Agreement and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:
- 1st: This Agreement unless otherwise provided for in a subsequent agreement
 - 2nd: Request for Proposal
 - 3rd: Insurance Requirements
 - 4th: Exhibit 1—Scope of Services and details of Contractor’s Fees
 - 5th: Response to Request for Proposals
31. Binding Effect. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns.
32. Survival. All express representations, indemnifications or limitations of liability included in this Contract will survive its completion or termination for any reason.

33. Waiver. Any waiver of a breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.
34. Third Party Beneficiary. The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to County and Contractor, and nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Contract that any person receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.
35. Authority. Each person signing this Contract represents and warrants that he is fully authorized to enter into and execute this Contract, and to bind the party it represents to the its terms and conditions.
36. Counterparts. This Contract may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.

The parties hereto have executed duplicate originals of this Construction Contract on the day and year first written above.

Contractor: American Road Maintenance, Inc.

Board of Commissioners of Chaffee County:

By: _____

By: _____

Greg Felt, Chairman

Print Name: _____

Notice Address:

Attention: County Attorney

Title: _____

P.O. Box 699

Salida, Colorado 81201

Federal ID#: _____

Fax: 719.539.7442

Notice Address:

Fax: _____

City of Salida

By: _____

Dan Shore, Mayor

Notice Address:

Fax: _____

EXHIBIT B
NOTICE OF AWARD

NOTICE OF AWARD TO: American Road Maintenance, Inc.

Project: ANK RW 6-24 Pavement Maintenance Project

Description: Construction of public work for the Runway 6-24 Pavement Maintenance project for the Salida Airport – Harriet Alexander Field.

Chaffee County has considered the bid submitted by you for the above described work.

You are hereby notified that your bid has been accepted for items in the amount of ONE HUNDRED SEVEN THREE THOUSAND SIX HUNDRED AND FIFTY DOLLARS AND ZERO CENTS (\$173,650.00).

You are required to execute the Contract attached to this Exhibit and furnish copies of insurance coverage within ten calendar days from the date of receipt of this notice to you.

If you fail to execute the Contract and furnish the required affidavits and copies of insurance coverage within ten days from the date of receipt of this notice, Chaffee County will be entitled to consider all your rights arising out of its acceptance of your bid as abandoned.

Chaffee County will be entitled to such other rights as may be granted by law.

Dated _____.

BOARD OF COUNTY COMMISSIONERS OF CHAFFEE COUNTY

By: _____
Chairman or Acting Chairman

EXHIBIT C
NOTICE TO PROCEED

NOTICE TO PROCEED TO: American Road Maintenance, Inc.

Date: _____

Project Name: Runway 6-24 Pavement Maintenance project for Salida Airport – Harriet Alexander Field

You are hereby notified to commence work in accordance with the Contract dated _____, on or before must commence work 7 days from signing of the contract, and you are to complete the work within nine (9) Calendar days thereafter. The date of completion of all work is therefore Friday, September 16, 2022.

Dated _____.

BOARD OF COUNTY COMMISSIONERS OF CHAFFEE COUNTY

By: _____
Chairman or Acting Chairman

EXHIBIT D

RELEASE

Mechanic Lien, Miller Act Claim (40 USCA 270), Stop Notice, Equitable Lien, Labor Material Bond Release and Lien on Funds.

From: (American Road Maintenance, Inc.)

To: ()

Project: ()

Owner: ()

1. Subject to receipt of payment of \$ _____, undersigned hereby release all Mechanic's Liens Rights, Miller Act Claim (40 USCA 270), Stop Notice, Equitable Liens, Labor and Material Bond Rights and Liens on Funds (CRS Title 38, Article 26) resulting from labor and/or materials, subcontractor work, equipment or other work, rents, services or supplies heretofore furnished in and for the construction, design, improvement, alteration, additions to or repair of the above described project.
2. The undersigned warrants and represents that all claims against the undersigned or the undersigned's subcontractors and/or materials suppliers have been paid or that arrangements, satisfactory to the owner and contractor, have been made for such payments.
3. In further consideration of the payment made or to be made as above set forth, and to induce the contractor to make such payment, the undersigned agrees to defend and hold harmless the owner, contractor, and/or lender, and/or principal and surety from any claim or claims hereinafter made by the undersigned and/or its material suppliers, subcontractors or employees, servants, agents, or assigns of such persons against the project. The undersigned agrees to indemnify or reimburse all persons so relying upon this release for any and all sums, including attorney's fees and costs, which may be incurred as the result of any such claims.
4. The undersigned acknowledges that the designation of the above project constitutes an adequate description of the property and improvements for which the undersigned has received consideration for this release.
5. This release is for the benefit of and may be relied upon by the owner, the contractor, and any construction lender and the principal and surety on any labor and material bond for the project.
6. Upon fulfillment of the above referenced condition, this shall constitute a complete release of all rights and claims of the undersigned up to and including the _____ Day of _____, 200().

FIRM: _____

BY: _____

TITLE: _____

DATE: _____

WITNESS:



Salida Airport – Harriet Alexander Field
Runway 6-24 Pavement Maintenance
County Project No: TBD
CDOT Project No: 22-ANK-01

Salida Airport – Harriet Alexander Field
Runway 6-24 Pavement Maintenance
County Project No. TBD
CDOT Project No. 22-ANK-01

NON-COLLUSION AFFIDAVIT

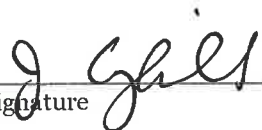
I certify that this bid is genuine and is not in any way collusive or sham; that the bid is not with the intent to restrict or prohibit competition; that this firm has not revealed the contents of the bid to, or in any way colluded with, any other firm which may compete for the contract; and that no other firm which may compete for the contract has revealed the contents of a bid to, or in any way colluded with, this firm.

Name of Firm Submitting Bid: American Road Maintenance

Address: 4554 E Eco Industrial Pl Tucson, AZ 85756

Telephone Number: 630-417-0227

Joe Coghill
Name (Type or Print)


Signature

President
Title (Type or Print)

7/25/22
Date

Failure to submit this affidavit signed at the time of bid opening is grounds for disqualification of the bid.

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DIVISION I

CHAFFEE COUNTY BIDDING REQUIREMENTS AND AGREEMENT DOCUMENTS

Salida Airport – Harriet Alexander Field
Runway 6-24 Pavement Maintenance
County Project No. TBD
CDOT Project No. 22-ANK-01

BID PROPOSAL

HONORABLE CHAFFEE COUNTY BOARD OF COMMISSIONERS

1. The Undersigned Bidder declares that he has read the Special Provisions, Civil Technical Specifications and all other Contract Documents, has examined and understands the plans, has examined the site of the work and has determined for himself the conditions affecting the work, and he proposes and agrees if this proposal is accepted, to provide at his own expense, all labor, insurance, superintendence, machinery, plant, equipment, tools, apparatus, appliances, and means of construction, and all materials and supplies and to complete, ready for its intended purpose, the entire work and all parts thereof described as included under the contract herein bid upon, in the manner and items prescribed, including all work incidental thereto, according to the plans and contract documents (including the Technical Specifications) and such instructions as the Owner(s)'s authorized agent may give.
2. The Undersigned Bidder, in compliance with the Notice of Invitation to Bid hereby proposes to do the work called for in said specifications and other contract documents and shown on said plans for the said work at the rates and prices on the Bid Schedule on page B-3:



Salida Airport – Harriet Alexander Field
Runway 6-24 Pavement Maintenance
County Project No: TBD
CDOT Project No: 22-ANK-01

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Salida Airport – Harriet Alexander Field
 Runway 6-24 Pavement Maintenance
 City Project No: TBD
 CDOT Project No: 22-ANK-01

BID SCHEDULE

CONTRACTOR NAME: American Road Maintenance

RUNWAY 6-24 PAVEMENT MAINTENANCE							
LINE NO.	ITEM NO.	DESCRIPTION		APPROX. QTY.	UNIT	UNIT PRICE	AMOUNT
1	C-105-6.1	Mobilization	at the unit price of <u>Ten Thousand</u> dollars and _____ cents.	1	LS	<u>10,000</u>	<u>10,000</u>
2	SP-70.01.1	Crack Seal (0 to 3/4 Inch)	at the unit price of <u>one</u> dollars and <u>Forty</u> cents.	14,600	LF	<u>1.40</u>	<u>20,440</u>
3	P-608-8.1	Emulsified Asphalt Seal Coat	at the unit price of <u>one</u> dollars and <u>Seventy Five</u> cents.	61,980	SY	<u>1.75</u>	<u>108,465</u>
4	P-620-5.1	Permanent Pavement Markings	at the unit price of <u>one</u> dollars and <u>Twenty Five</u> cents.	27,796	SF	<u>1.25</u>	<u>34,745</u>
Total Amount, Items 1 Thru 4 Inclusive						<u>\$173,660</u>	
<u>one hundred Seventy Three Thousand six hundred Fifty</u> Written Words							/100 Dollars

NOTE TO BIDDERS: All unit prices and bid totals of extended prices include all applicable taxes, delivery, and freight charges. Bidders are required to fill in all blank spaces with an entry. Bids submitted with blank spaces shall be considered "non-responsive."



Salida Airport – Harriet Alexander Field
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3. Proposal Quantities: It is expressly understood and agreed by the parties hereto that the bid quantities of the various classes of work to be done and material to be furnished under this Contract, which have been estimated as stated in the Bid, are only approximate and are to be used SOLELY for the purpose of comparing, on a consistent basis, the bids offered for the work under this Contract; and the Contractor further agrees that the Owner(s) will not be held responsible if any of the quantities shall be found incorrect; and the Contractor will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission, or misstatement is found to occur in the estimated quantities, the same shall not invalidate this Contract or release the Contractor from the execution and completion of the whole or any part of the work in accordance with the Project Specifications and Contract Documents and the Plans herein mentioned, or for the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation except as may be provided for in this Contract.
4. The undersigned agrees, upon written notice of the acceptance of this bid, within **Sixty (60) Calendar Days** after the opening of the bids, that he will execute the Contract in accordance with the bid as accepted and give contract (Performance and Payment) Bonds for both projects individually and respectively, within fifteen (15) days after the Contract is presented for signature.
5. The undersigned further agrees that if awarded the Contract, he will commence work within **seven (7)** calendar days after receipt of Notice to Proceed. The equipment will be required to be on-site at the airport and all the work within the contract must be completed and fully functional within **Nine (9) Calendar Days** after beginning construction.

The undersigned further agrees that he shall pay liquidated damages in accordance with Division I - *Contract Agreement* for the **Runway 6-24 Pavement Maintenance** project, if work remains uncompleted after expiration of the contract time.

6. As an evidence of good faith in submitting this proposal, the undersigned encloses a certified check, cashier's check or bid bond in the amount not less than the amount stated in the *Notice of Invitation to Bid*, which, in case he refuses or fails to accept an award and to enter into a contract and file the required bonds within the prescribed time, shall be forfeited to Chaffee County, as liquidated damages.
7. The undersigned hereby declares that the only parties interested in this bid are named herein, that this proposal is made without collusion with any other person, firm or corporation, that no employee of Chaffee County, officer or agent, is directly or indirectly financially interested in this bid.
8. The undersigned hereby acknowledges receipt of the following Addenda:

Addendum No. 1
Addendum No.
Addendum No.

and that the Addenda were considered in the preparation of this Proposal.

9. The undersigned has checked carefully all the above figures and understands that the Owner(s) will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.
10. The undersigned understands that the Owner(s) reserve the right to reject any or all bids or to waive any informalities in the bid.



BIDDER DATA:

Name of Bidder American Road Maintenance

Type of Organization Corporation

Person(s) authorized to Sign for Bidder Joe Coghill / President
Kyle Paulson / Officer

Address 4554 E Eco Industrial Pl Tucson, AZ 85756

Phone 480-309-7102

Type & Number
Contractor's License N/A

Dated in CA, this 25th day of July, 20 22.

SIGNATURE OF BIDDER

If an Individual: _____, doing business
as _____

If a Partnership: _____

by _____

If a Corporation: American Road Maintenance

by Joe Coghill J Coghill

Title Officer (Seal)

Salida Airport – Harriet Alexander Field
Runway 6-24 Pavement Maintenance
County Project No. TBD
CDOT Project No. 22-ANK-01

BID BOND

Recitals:

1. American Road Maintenance, Inc.,
"Contractor," has submitted its Contractor's Proposal to Chaffee County, "County," for the construction of public work for the **Runway 6-24 Pavement Maintenance** project for the Salida Airport – Harriet Alexander Field in accordance with the Notice of Invitation to Bid.
2. Travelers Casualty and Surety Company of America
corporation, hereinafter called: "Surety," is the surety of this Bond.

Agreement: We, Contractor as principal and Surety as surety, jointly and severally agree and state as follows:

1. The amount of the obligation of this Bond is 5% of the total amount of the Contractor's Proposal and inures to the benefit of County.
2. This Bond is exonerated by (1) County rejecting said Proposal or, in the alternate, (2) if said Proposal is accepted, Contractor executes the Agreement and furnishes the Bonds as agreed to in its Bid, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to act as agreed to in its Bid. Some types of possible loss, damage and expense are specified in the Contractor's Bid.
3. Surety, for value received, stipulates and agrees that its obligations hereunder shall in no way be impaired or affected by any extension of time within which County may accept the Proposal and waives notice of any such extension.
4. This Bond is binding on our heirs, executors, administrators, successors and assigns.

Dated: July 21, 2022

Travelers Casualty and Surety Company of America

American Road Maintenance, Inc.

By: S-McCauley, Jr.

By: J Gell

Title: Sean McCauley, Jr., Attorney-In-Fact

Title: President

"Surety"

"Contractor"

STATE OF COLORADO

COUNTY OF _____)ss

On _____ before me personally appeared _____,
know to me to be the person whose name is subscribed to the within instrument as attorney in Fact of _____
_____ a corporation thereto as principal, and his own name and as Attorney in
Fact.

Notary Public

(Seal)

(NOTE: Affix corporate seals.)



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **SEAN J MCCAULEY JR** of **DALLAS**, Texas, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 21st day of July, 2022.




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



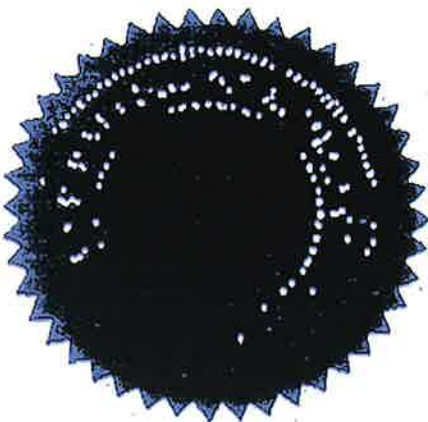
Division of Insurance

DEPARTMENT OF REGULATORY AGENCIES
CERTIFICATE OF AUTHORITY

This is to Certify that the Travelers Casualty and Surety Company of America
, organized under the laws of Connecticut,
subject to its Articles of Incorporation or other fundamental
organizational documents and in consideration of its compliance
with the laws of Colorado, is hereby licensed to transact
business as a Multiple Line
insurance company, for the lines of business designated by the
following numerals: (SEE REVERSE SIDE FOR LEGEND)

27, 19, 24, 25, 26, 30, 33, 41, 43, and 45

as provided by the Insurance Laws of Colorado, as amended,
so long as the insurer continues to conform to the authority
granted by its Certificate and its corporate articles, or its
Certificate is otherwise revoked, cancelled or suspended.



In Witness Whereof, I have hereunto
set my hand and caused the official
seal of my office to be affixed at the
City and County of Denver, this 8th
day of July, 1997

Jack Thoms

COMMISSIONER OF INSURANCE

LIFE

- 1 General Life
- Specifically Including:
- 4 Accident & Health
- 5 Annuities
- 6 Credit
- 11 Variable Contracts

TITLE

- 17 General Title

CASUALTY

- 27 General Casualty
- Specifically Including:
- 19 Accident & Health
- 24 Fidelity and Surety
- 25 Motor Vehicle
- 26 Workers' Compensation
- 29 Mortgage Guaranty
- 30 Credit
- 33 Professional Malpractice

PROPERTY

- 41 General Property
- Specifically Including:
- 43 Crop
- 45 Motor Vehicle



Salida Airport – Harriet Alexander Field
Runway 6-24 Pavement Maintenance
County Project No: TBD
CDOT Project No: 22-ANK-01

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ATTACHMENT A - LIST OF SUBCONTRACTORS & DBE UTILIZATION
 (To Be Completed by the Prime Contractor – Submitted With Bid)

In compliance with bidding requirements, the undersigned hereby submits the names and DBE status (in the table below) of all Subcontractors, anticipated to be used in the work required to complete **Runway 6-24 Pavement Maintenance** project.

The Prime Bidder must demonstrate a self-performance minimum of 50% of the contract at the time of bid. If the percentage of work shown within the table below exceeds 50% at the time of bid, it may deem the bid as non-responsive and disqualify the bid.

The bidder certifies that all Subcontractors listed are eligible to perform work on public projects.

SUBCONTRACTOR'S NAME	SUBCONTRACTOR'S ADDRESS	AGE OF FIRM (YEARS)	WORK TO BE PERFORMED BY SUBCONTRACTOR	DOLLAR AMOUNT OF WORK	DBE? Y/N	DOLLAR AMOUNT OF DBE WORK
1. No Subcontractors to be used						
2.						
3.						
4.						
5.						
6.						



Salida Airport – Harriet Alexander Field
 Runway 6-24 Pavement Maintenance
 County Project No: TBD
 CDOT Project No: 22-ANK-01

SUBCONTRACTOR'S NAME	SUBCONTRACTOR'S ADDRESS	AGE OF FIRM (YEARS)	WORK TO BE PERFORMED BY SUBCONTRACTOR	DOLLAR AMOUNT OF WORK	DBE? Y/N	DOLLAR AMOUNT OF DBE WORK
7. <i>None</i>						
8.						
9.						
10.						

THE TOTAL PROPOSED CONTRACT VALUE OF DBE FIRM UTILIZATION LISTED ON THE PRIOR PAGE IS \$ _____ OR _____ % OF THE TOTAL BID AMOUNT.

THE UNDERSIGNED HEREIN AFFIRMS THAT THE BIDDER WILL ENTER INTO A FORMAL AGREEMENT WITH THE DBE CONSULTANTS/CONTRACTORS/SUPPLIERS LISTED HEREIN CONDITIONED UPON THE EXECUTION OF A CONTRACT WITH CHAFFEE COUNTY.

Joe Coghill / President
 Name (Type or Print) Title of Signer (Type or Print)

7/25/22
 Date


 Signature



Salida Airport – Harriet Alexander Field
Runway 6-24 Pavement Maintenance
County Project No: TBD
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Salida Airport – Harriet Alexander Field
Runway 6-24 Pavement Maintenance
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CDOT Project No. 22-ANK-01

PREQUALIFICATION FORM

Each bidder is required to furnish satisfactory evidence of competency to perform the work for the
aforementioned project.

To: Chaffee County
Administrative Office
104 Crestone Avenue
Salida, Colorado 81201

Name of Bidder: American Road Maintenance

Corporation Partnership Joint Venture Individual Other _____
Date of Incorporation or Organization 1962 State ILLINOIS

A. Principal's names and titles (President, Vice President, Secretary, Treasurer, Partner. etc)
Joe Coghill / President
Kyle Paulson / Officer

B. List Contractor Licensing information for the State of Colorado:

Type	License #	Description
N/A	_____	_____
_____	_____	_____

C. List contract work categories normally performed by bidder's own forces:

Crack repair, sealcoat, friction test, pavement markings and removal

D. Name of Bonding Company Travelers Casualty and Surety Company

Surety & Agent McCauley Bond Agency

Address: 5710 LBJ FWY, Suite 235 Dallas, TX 75240

Phone: 214-989-7047 Fax: 630-696-2068

E. Bank Reference:

Banker: Scott Norin Phone: 949-299-5498

Bank: First Foundation Bank

Address: 18101 Von Kermen Ave Irvine CA 92612

E. Trade References:

1. Contact: John Hunter Phone: (903) 271-1523

Company: Asphalt Systems Inc

Address: 2755 W 1500 S Salt Lake City, UT 84104

2. Contact: Brandon Sharp Phone: 520-977-7105

Company: Shervin Williams Co.

Address: 4759 E Speedway Blvd Tucson 85756

3. Contact: Jason Rayn Phone: 480-505-8045

Company: Crafco Inc

Address: 6645 W Detroit St. Chandler, AZ 85226



F. Within the last 5 years has your organization: (if yes attach explanation and details)

- 1. failed to complete a construction contract or subcontract?
Yes _____ No
- 2. filed a lawsuit or requested arbitration to settle a construction contract?
Yes _____ No
- 3. had judgment, claim, lien, arbitration, or suit against it that is still outstanding?
Yes _____ No
- 4. had an officer or principal that has failed to complete a construction contract?
Yes _____ No

G. Attach separate sheets containing the following information:

- 1. The latest certified audited financial statement of the organization financially responsible for the contract including balance sheet, income statement, current assets, fixed assets, current liabilities, other liabilities and statement preparer's name and address. If an audited statement is not provided, an explanation is required.
- 2. The major construction projects the organization has performed in the last 3 years. List the project name, location, owner, engineer, contract administrator or inspector, contract amount, percent completion, date of completion, percent of cost done with your forces.
- 3. Resumes of the key individuals that will be responsible for this contract.
- 4. Major equipment owned by the organization.

The undersigned bidder certifies that the information provided herein is true and not misleading.

By: Joe Coghill (Print or Type)

Title: President

Signature:

Witness: Kyle Paulson (Print or Type)

Signature:

Address: 4554 E Eco Industrial Pl
Tucson, AZ 85756

Note: Provision of the above information in other formats may be used in lieu of this form.



Salida Airport – Harriet Alexander Field
Runway 6-24 Pavement Maintenance
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Salida Airport – Harriet Alexander Field
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CONTRACTOR QUESTIONNAIRE

The contractor is required to complete the following questionnaire.

Yes - No

1. Has Chaffee County or other governmental entity incurred costs as a result of contested change order(s) from the undersigned company?
2. Has Chaffee County or other governmental entity been involved in litigation relative to contract performance with the undersigned company?
3. Has the undersigned company failed to meet bid specifications or time limits on other contracts?
4. Has the undersigned company abandoned a contract or refused to perform without legal cause after submitting a bid?
5. Has the undersigned company had bidding errors or omissions in two or more bid submissions within a thirty-six month period?
6. Has the undersigned company failed to perform or performed unsatisfactorily on two or more contracts within a thirty-six month period?
7. Does the undersigned company have adequate equipment, personnel and expertise to complete the proposed contract?
8. Does the undersigned company have a record of safety violations on two or more contracts within a thirty-six month period?
9. Does the undersigned have a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such a contract or subcontract within a ten-year period?
10. Has the undersigned company been convicted of a criminal offense within a ten-year period of embezzlement, theft, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which might affect responsibility as a municipal contractor?
11. Has the undersigned company been convicted of state or federal antitrust statutes within a ten-year period arising out of submission of bids or proposals?



12. Has the undersigned company been disbarred or a similar proceeding by another governmental entity?

If you answered "yes" to Items 1-6 or 8-12 or answered "no" to Item 7, please attach a full explanation to this questionnaire.

American Road Maintenance

Company: _____

Address: 4554 E Eco Industrial Pl Tucson, AZ 85756 _____

Joe Coghill
Name (Type or Print) _____


Signature _____

President
Title (Type or Print) _____

7/25/22
Date _____



Salida Airport – Harriet Alexander Field
Runway 6-24 Pavement Maintenance
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CDOT Project No: 22-ANK-01

Salida Airport – Harriet Alexander Field
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AUTHORIZED SIGNATURE FORM

PROJECT: Runway 6-24 Pavement Maintenance

Salida Airport – Harriet Alexander Field
County Project No. TBD
CDOT Project No. 22-ANK-01

Whereas, American Road Maintenance, a
AZ (Name of State) Corporation, is required to execute certain
documents which are necessary for the prompt and efficient execution of the corporate business;

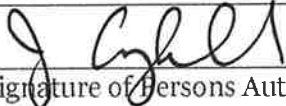
NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of
American Road Maintenance, (Corporate Name), that (name of parties authorized)
Joe Coghill, Kyle Paulson, is/are authorized to execute and sign
on behalf of said corporate the following:

*AKA
55547
Coghill*

1. Contract
2. Bond
3. Payrolls
4. Claims
5. Change Orders
6. All other papers necessary for the corporation's affairs and the execution of the Contract.

The powers and duties herein granted shall be and are hereby granted for the duration of the contract for this project or until express notice of revocation has been duly given in writing, whichever is the lesser period.


Dated and passed by the Board of Directors this 24th day of July, 2022.

	President	1
(Signature of Persons Authorized to Sign)	(Title)	(Document No.)

CERTIFICATE

STATE OF California)
)ss
COUNTY OF Orange)

I, Joe Coghill *AKA Joseph Coghill* of American Road Maintenance, a corporation, do hereby certify that the above is a true and correct copy of a resolution adopted by the Board of Directors of said corporation, at a meeting of said board held on July 25th 24th, 20 22, and that the same is in full force and effect at this time. Dated July 28th 21th, 20 22.

 Joe Coghill / President
(Officer of Corporation) *AKA Joseph Coghill*

(Seal of Corporation)

STATE OF CALIFORNIA)
)ss
COUNTY OF ORANGE)

This instrument was acknowledged before me on the 24th day of JULY, 2022 by JOSEPH COGHILL appearing before the undersigned Notary Public, and stated that CA he executed such instrument on behalf of said corporation for the purpose and consideration therein expressed.



Notary Public

My Commission Expires:
05/10/2024

(SEE ATTACHED ACKNOWLEDGMENT)

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

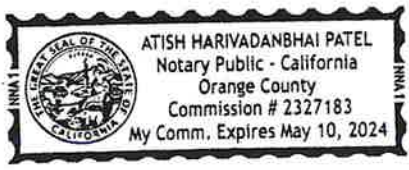
On 07/24/2022 before me, ATISH HARIVADANBHAI PATEL, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared JOSEPH COGHILL
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature A.H. Patel
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: AUTHORIZED SIGNATURE FORM

Document Date: 07/24/2022 Number of Pages: 2/2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer – Title(s): _____	<input type="checkbox"/> Corporate Officer – Title(s): _____
<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian of Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian of Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer is Representing: _____	Signer is Representing: _____



Salida Airport – Harriet Alexander Field
Runway 6-24 Pavement Maintenance
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Salida Airport – Harriet Alexander Field
Runway 6-24 Pavement Maintenance

County Project No. TBD
CDOT Project No. 22-ANK-01

CERTIFICATE OF INSURABILITY

I hereby certify that as a Bidder for the aforementioned projects, I am fully aware of the Insurance Requirements for the Contractor and that by submitting this bid proposed, assure the Owner(s) that I am able to produce the required minimum insurance coverage should I be selected to the successful bidder.

Should I be selected to the successful bidder and then become unable to produce the insurance coverage prior to the award of the project, I understand that my bid will be rejected and that I will forfeit my bid bond.

Joe Coghill / President

Name and Title of Signer (Type or Print)



Signature

American Road Maintenance

Contractor Name

7/25/22

Date



Salida Airport – Harriet Alexander Field
Runway 6-24 Pavement Maintenance
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List of Airfield Jobs Completed in the Last Three Years

Airport	Job Total	Airport	Job Total	Airport	Job Total
Alamo Landing Field	\$21,651.20	FT Dodge	\$661,386.60	Questa Municipal Airport	\$148,285.50
Andrew Othole Memorial Airport	\$199,205.00	Ft Worth	\$565,340.00	Rangely Airport	\$283,140.08
ASI	\$20,078.10	Gallup Municipal Airport	\$220,236.25	Raton Municipal Airport	\$326,836.00
Aspen CO-Proline	\$44,138.70	Gibson County Airport	\$124,996.25	Red Bluff Municipal Airport	\$301,885.00
Aspen/Pitkin County Airport	\$1,940,052.74	Granby-Grand County Airport	\$24,536.05	Reedley Municipal Airport	\$44,782.00
Atmore Airport	\$89,250.00	Grand Junction Regional Airport	\$144,225.00	Rolle Airport	\$84,737.00
Atoka Municipal Airport	\$190,955.40	Buchanan Airport	\$70,400.00	Rominger Airport	\$147,037.50
Atwood Rawlins County Airport	\$157,242.30	Grant County Airport	\$138,100.00	Ronan Airport	\$170,970.82
Aztec Municipal Airport	\$133,761.44	Great Falls International Airport	\$1,222,598.13	Roswell International Airport	\$254,150.99
Banning Municipal Airport	\$324,666.05	Greenlee County Airport	\$146,625.00	Route 25	\$44,265.50
Beatty Airport	\$127,545.00	Hanford	\$313,853.70	Salinas Airport	\$393,708.00
Belen Airport	\$204,082.80	Hatch Municipal Airport	\$212,920.75	San Angelo Airport	\$702,404.90
Bell Helicopter Practice Airfield	\$188,721.50	Havre City Airport	\$316,405.48	San Carlos Apache Airport	\$9,160.00
Benson Airport	\$182,162.03	Hawthorne Industrial Airport (NV)	\$372,740.20	Santa Fe Airport	\$282,470.00
Bert Mooney Airport	\$772,981.86	Hawthorne Municipal Airport	\$374,458.11	Santa Rosa Route 66 Airport	\$126,999.50
Big Sky Field Airport	\$85,910.31	Hobby Airport	\$68,902.75	Scotts Bluff Airport	\$832,179.30
Bluegrass Airport	\$41,878.00	Holyoke Airport	\$192,713.50	Shawnee Regional Airport	\$498,097.95
Boundary County Airport	\$196,780.00	Hulett Municipal Airport	\$246,109.75	Shelby Airport	\$201,423.52
Brownwood Airport	\$252,710	Jacqueline Cochran Regional Airport	\$1,028,663.42	Sheridan County Airport	\$426,351.50
Bullhead City Airport	\$59,362.30	Johnson County Airport	\$114,128.62	Sherwood Airport	\$125,674.36
Burbank Airport	\$58,641.50	Las Cruces Airport	\$383,002.50	Sidney-Richland Regional Airport	\$533,956.64
Camdenton Airport	\$178,659.80	Las Vegas NM Airport	\$147,900.00	Sioux Falls Regional Airport	\$113,525.00
Camp Pendleton	\$241,405.50	LAWA	\$157,270.00	Slayton Airport	\$119,937.50
Carson City Airport	\$284,983.40	Lamhi County Airport	\$99,485.00	Socorro Municipal Airport	\$207,270.00
Caruthersville Memorial Airport	\$280,199.70	Long Beach Airport	\$84,226.00	Stockton Metro Airport	\$87,162.00
Casper/Natrona County Intl Airport	\$928,301.53	Lusk Airport	\$77,803.43	Taos Regional Airport	\$296,553.54
Centennial Airport	\$176,250.00	Main Street Materials	\$43,792.00	Taylor Airport	\$273,504.05
Central Colorado Regional Airport	\$271,587.90	Meeker Coulter Field Airport	\$239,270.34	Telluride Regional Airport	\$394,580.25
Chandler Municipal Airport	\$97,710.00	Midway Island Atoll	\$3,479,507.51	Texas A&M	\$1,004,939.95
Chattanooga Airport	\$30,000.00	Millard Airport	\$136,064.75	Tucson Drag Strip	\$8,750.00
Clayton Airport	\$47,762.50	Mission Field	\$174,285.35	Tucson International Airport	\$48,858.25
Cleburne Regional Airport	\$166,333.50	Mobile Regional Airport	\$68,190.06	Tucumcari Municipal Airport	\$349,482.25
Cochise Aviation College	\$131,173.20	Mondell Field Airport	\$72,539.97	Ukiah Municipal Airport	\$110,775.00
Harriet Alexander Field-Salida	\$165,771.00	Monte Vista	\$238,838.57	Van Nuys Airport	\$183,480.65
Kit Carson County Airport-Burlington	\$203,362.70	Moriarty Municipal Airport	\$179,176.20	Vaughn Municipal Airport	\$84,660.00
Converse County Airport	\$41,626.72	NE Wyoming Airport	\$95,461.82	Victoria Regional Airport	\$99,312.00
Dawson Community Airport Glendive MT	\$403,747.98	NW Arkansas Memorial Airport	\$99,895.10	Wells Municipal Airport	\$148,200.50
Delta Regional Airport	\$162,970.00	Oakdale Municipal Airport	\$115,282.50	Western Emulsions	\$500.00
Deming Municipal Airport	\$171,040.60	Oceanside Municipal Airport	\$57,850.00	Wheatland County Airport	\$85,787.06
Driggs-Reed Memorial Airport	\$244,223.45	Owyhee Airport	\$214,853.02	White Sulphur Springs Airport	\$133,218.80
Durango Airport	\$202,611.40	Palo Alto Airport	\$27,625.00	Wickenburg Airport	\$166,411.93
Espanola Municipal Airport	\$294,375.00	Perry Stokes-Trinidad	\$142,335.00	Willits Municipal Airport	\$78,900.00
Fall River Mills Airport	\$128,715.00	Plains Airport	\$138,911.39	Yampa regional Airport	\$153,218.40
Farmington Airport	\$210,599.15	Poplar Airport	\$138,754.64	Yellowstone Airport	\$274,320.88
Fort Morgan	\$122,342.50	Portales Municipal Airport	\$104,525.00	TOTAL	\$34,691,127.39
French Valley Airport	\$120,730.00	Prescott Airport	\$135,502.50		
Fresno Yosemite Intl Airport	\$184,800.00	Pueblo Airport	\$387,217.35		



KEY PERSONNEL EXPERIENCE

Joe Coghill – Owner

- 20 plus years of experience in asphalt maintenance specializing in airfield pavements
- Proficient in the processes of seal coating, crack sealing, joint sealing, paint and rubber removal, pavement markings and layout, and friction testing to meet all FAA requirements
- Supervises contracts, the bid process and scheduling of crews

Kyle Paulson – Officer

- 10 plus years of experience in asphalt maintenance specializing in airfield pavements
- Proficient in the processes of seal coating, crack sealing, joint sealing, paint and rubber removal, pavement markings and layout, and friction testing to meet all FAA requirements
- Estimator and contract administrator

Dan Mueller – Project Manager

- 8 plus years of experience in asphalt maintenance specializing in airfield pavements
- Proficient in the processes of seal coating, crack sealing, joint sealing, paint and rubber removal, pavement markings and layout, and friction testing to meet all FAA requirements
- Certified friction tester
- Supervises all projects and the coordination of personnel

Walt Bills – Foreman

- 25 plus years of experience in construction as a CDL driver and equipment operator
- Proficient in the processes of seal coating, crack sealing, joint sealing, paint and rubber removal, pavement markings and layout, and friction testing to meet all FAA requirements
- Works on site as a crew leader and liaison for the engineers and management

Derek Hyatt – Asphalt Distributor Driver

- 10 plus years of experience in construction as a CDL driver and equipment operator
- Proficient in the processes of seal coating, crack sealing, joint sealing, paint and rubber removal, pavement markings and layout, and friction testing to meet all FAA requirements
- Specializes in the application of the P-608 and P-608R process on airfields

Mario Alfaro – Airfield Marking Foreman

- 25 plus years in pavement markings
- Specializes in the layout and placement of pavement marking on airfields
- Assures all striping of the project meets the requirements and specifications of the owner and engineer



List of Available Equipment

- 6 Ram 2500 Utility Trucks
- 3 Ram 3500 Flatbed Utility Trucks
- 3 Bearcat Asphalt Distributors with Sand Applicators
- 1 Etneyre Asphalt Distributor with Sand Applicator
- 3 Friction Testers
- 2 Water blasting paint removal trucks
- 6 Graco ride on striping machines
- 2 Truck mounted tac pot kettles
- 4 Crack seal routers
- 2 Crafcoc crack seal kettles
- 1 Vacuum sweeper
- 4 Billy Goat blowers
- 2 Transport tankers
- 2 Forklifts
- 2 Air compressors
- 2 Scarifiers



BIDDING POWER OF ATTORNEY

Know all men by these presents: American Road Maintenance, Inc doing business as a Corporation under the laws of the State of Illinois have a principal place of business at 4554 E Eco Industrial Pl, AZ 85756, hereby constitutes and appoints Kyle Paulson to act for and on its behalf as a true and lawful agent and attorney of the grantor and in the name, place and stead of said grantor, from this date, in the United States either in writing, electronically, or by other authorized means, to:

Endorse or sign documents required in connection with the bidding and or securing bids for said grantor;

Perform any act on condition, which may be required in connection with such bids;

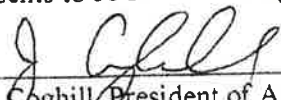
Sign or swear to any document and to perform any act that may be necessary in connection with the preparation and submittal of such bids;

Giving to said agent the attorney full power and authority to do whatever is necessary to be done as fully as said grantor could do if present and acting, hereby confirming all that the said agent and attorney shall lawfully do by virtue of these presents'

This power of attorney to remain full force and effect until revocation in writing is duly given to and received by grantee.

Appointment as Officer/Estimator: Grantor authorizes the above grantee to act as lawful agent and sign or endorse documents pertaining to the bidding for work for the Grantor.

IN WITNESS WHEREOF, the said American Road Maintenance, Inc caused these presents to be sealed and signed:

Joe Coghill  2-11-18
Joe Coghill, President of American Road Maintenance, Inc Date

Witness: 



November 12, 2020

Re: P-608 Emulsified Asphalt Seal Coat

To Whom It May Concern,

Per the requirements stated in P-608.5.2 Contractor Qualifications, American Road Maintenance exceeds the specified qualifications.

Respectfully Submitted,

John

John Hunter
Asphalt Systems Inc.



KALTER
FINANCIAL GROUP

AMERICAN ROAD MAINTENANCE, INC.

Reviewed Financial Statements
For the Year Ended December 31, 2021

Available upon request

Always *bringing* Value



KALTER
FINANCIAL GROUP

AMERICAN ROAD MAINTENANCE, INC.

Reviewed Financial Statements
For the Year Ended December 31, 2021

Always *bringing* Value

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INDEPENDENT ACCOUNTANTS' REVIEW REPORT

**The Board of Directors,
American Road Maintenance, Inc.
Tucson, Arizona**

We have reviewed the accompanying financial statements of American Road Maintenance, Inc., which comprise the balance sheet as of December 31, 2021, and the related statements of income and retained earnings and cash flows for the year then ended, and related notes to the financial statements. A review includes primarily applying analytical procedure to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our review, we are not aware of any material modification that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Supplementary Information

The supplementary information included in the schedules is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The supplementary information has been subjected to the review procedures applied in our review of the basic financial statements. We are not aware of any material modification that should be made to the supplementary information. We have not audited the supplementary information and do not express an opinion on such information.

Know Departure from Accounting Principles Generally Accepted in the United States of America

As disclosed in Note 11 to the financial statements, accounting principles generally accepted in the United States of America require that property and equipment be depreciated over their estimated useful lives. The Company has computed depreciation on property and equipment in accordance with methods allowed for federal income tax purposes, which do not allocate depreciation over the estimated useful lives of the assets.

Kalter Company

Chino, California
March 31, 2022

R. Eric Kalter, CPA
Registered Representative California
Insurance License #0D16740

"See Accountants' Review Report"

AMERICAN ROAD MAINTENANCE, INC.**Balance Sheet****December 31, 2021****ASSETS****Current Assets:**

Cash and Cash Equivalents	\$	29,767
Accounts Receivable		3,001,967
Inventory		137,498
Due from affiliates.....		435,383
Security deposits.....		<u>69,279</u>
Total Current Assets.....		3,673,894
Note receivable from employee.....		6,549
Note receivable from stockholder.....		1,004,184
Property and equipment, net.....		<u>3,550,621</u>
Total Assets.....	\$	<u>8,235,248</u>

LIABILITIES AND STOCKHOLDER'S EQUITY**Current Liabilities:**

Accounts Payable.....	\$	234,696
Accrued expenses.....		131,962
Credit Cards Payable.....		55,383
Line of credit.....		343,045
Due to related party.....		218,784
Due to affiliate.....		39,750
Current portion of notes payable.....		<u>605,028</u>
Total Current Liabilities.....		1,628,648
Notes payable, less current portion.....		<u>1,847,723</u>
Total Liabilities.....		3,476,371

Stockholder's Equity:

Common Stock.....		10,000
Treasury Stock.....		(204,000)
Retained Earnings.....		<u>4,952,877</u>
Total Stockholder's Equity.....		4,758,877
Total Liabilities and Stockholder's Equity.....	\$	<u>8,235,248</u>

The accompanying notes are an integral part of the financial statements.

"See Accountants' Review Report"

AMERICAN ROAD MAINTENANCE, INC.
Statement of Income and Retained Earnings
For the Year Ended December 31, 2021

Revenue:	
Contracting Revenue	\$ 12,678,685
Total Revenue	12,678,685
Cost of Goods Sold:	
Cost of Goods Sold	<u>7,282,117</u>
Total Cost of Goods Sold	<u>7,282,117</u>
Gross Profit	5,396,568
General, Selling &, Administrative Expenses:	
Operating expenses	<u>4,812,702</u>
Total Selling, General and Administrative Expenses	<u>4,812,702</u>
Income from Operations	583,866
Other Income (Expense):	
Interest Income	82
Interest Expense	(136,595)
Other Income	<u>409,001</u>
Total Other Income (Expense)	<u>272,488</u>
Net Income	856,354
Retained Earnings:	
Retained earnings – beginning of year	4,562,120
Distributions to shareholders	<u>(465,597)</u>
Retained earnings – end of year	<u>\$ 4,952,877</u>

Supplemental Disclosure

Operating expenses above includes \$541,123 of Depreciation and Amortization expense.

The accompanying notes are an integral part of the financial statements.

“See Accountants’ Review Report”

AMERICAN ROAD MAINTENANCE, INC.
Statement of Cash Flows
For the Year Ended December 31, 2021
Increase (Decrease) in Cash and Cash Equivalents

Cash Flows from Operating Activities:		
Net Income		\$ 821,506
Adjustments to Reconcile Net Income To		
Net Cash Provided by Operating Activities:		
Depreciation & Amortization	541,123	
Accounts Receivable	(187,166)	
Due from Affiliates.....	111,028	
Employee Advances	184	
Inventory	(125,931)	
Accounts Payable.....	173,324	
Accrued Expenses.....	3,924	
Credit Cards Payable.....	4,192	
Billings in excess of costs, net.....	(140,938)	
Due to related party	16,805	
Total Adjustments.....		<u>396,545</u>
Net Cash - Operating Activities.....		1,218,051
Cash Flows from Investing Activities:		
Loans to officer.....		(7,484)
Loans to employees.....		2,791
Purchase of equipment		<u>(1,294,422)</u>
Net Cash - Investing Activities.....		(1,299,115)
Cash Flows from Financing Activities:		
Credit Line Proceeds		114,897
Notes Payable Proceeds.....		122,689
Distributions to shareholders		<u>(465,597)</u>
Net Cash - Financing Activities.....		<u>(228,011)</u>
Net Change in Cash.....		(309,075)
Cash at Beginning of Year.....		<u>338,842</u>
Cash as of December 31, 2021		<u>\$ 29,767</u>

Supplemental Disclosure

Interest paid during the year was \$136,595.

The accompanying notes are an integral part of the financial statements.

"See Accountants' Review Report"

AMERICAN ROAD MAINTENANCE, INC.
Notes to Financial Statements
December 31, 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICES

Business Activity – The Company is an asphalt emulsion spreading company, working as general and subcontractors for governmental and commercial customers throughout the United States. The Company also provides snowplowing services during the off season in the Chicago, Illinois area.

Basis of Accounting – The Company's financial statements have been prepared utilizing the accrual basis of accounting. Under this method of accounting revenue and expenses are identified with specific periods of time and recorded as earned and incurred, respectively, without regard to the date of receipt or payment.

Revenue and Cost Recognition – The Company enters into fixed-price, multi-level contracts that are generally divided into distinct and short-term phases. Each phase is performed in a relatively short duration and significant time separates the completion of one phase and the beginning of the next phase. Due to the short-term duration of the distinct phases of the contracts, revenues and associated contract costs from all contracts are recognized on the completed-contract method, at the completion of each phase.

Contracts include all direct material, labor, subcontracting, and equipment costs, and those indirect cost related to contract performance, such as travel, hotels, and meals. General and Administrative costs are charged to expense as incurred.

Cash and Cash Equivalents – For purposes of financial statement presentation, the Company classifies all highly liquid investments purchased with an original maturity of three months or less to be cash equivalents.

Inventory – Inventory consists of material for jobs and is stated at the lower of cost or market using the first-in, first-out method.

Property and Equipment – Property and equipment in excess of \$500 with an expected useful life of more than one year are stated at cost less accumulated depreciation. Depreciation is calculated using the straight-line method. The estimated useful lives of the Company's assets for purposes of computing depreciation are as follows:

	<u>Years</u>
Leasehold Improvements	39.5
Machinery and Equipment	10
Furniture and Fixtures	5
Vehicles	8

Repairs and Maintenance - Expenditures for repairs and maintenance are charged to expense as incurred. Expenditures for additions and betterments are capitalized and depreciated over the estimated remaining useful life of the related asset.

Gains and Losses - Gains and losses on sales and retirements are reflected in income during the year of actual sale or retirement.

Advertising – The Company's policy is to expense advertising costs as incurred. Advertising expense was \$333 for the year ended December 31, 2021.

Sales Taxes – The Company collects sales taxes and remits the entire amount to the appropriate taxing authority. The Company excludes the tax collected and remitted from revenue and cost of revenue.

The accompanying notes are an integral part of the financial statements.

"See Accountants' Review Report"

AMERICAN ROAD MAINTENANCE, INC.
Notes to Financial Statements
December 31, 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICES - Continued

Estimates – The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results may differ from those estimates

Fair Value Disclosures – The fair value of financial instruments including cash, accounts receivable, and accounts payable approximates the carrying value because of the short-term maturity of those items.

Subsequent Events – Management has evaluated subsequent events through March 31, 2022, which is the date the financial statements were available to be issued.

NOTE 2 – ACCOUNTS RECEIVABLE

Contracts receivable at December 31, 2021..... \$ 3,001,967

Accounts receivable past due ninety days based on the Company's collection experience and the nature and creditworthiness of its customer base; management believes no allowance for doubtful accounts is necessary at December 31, 2021.

NOTE 3 – PROPERTY AND EQUIPMENT

Property and equipment are summarized by major classification as follows:

Vehicles.....	\$ 3,352,130
Machinery and equipment.....	2,056,318
Furniture and fixtures.....	29,844
Leasehold improvements.....	<u>19,559</u>
Total.....	5,457,851
Less accumulated depreciation.....	<u>(1,907,230)</u>
Net.....	<u>\$ 3,550,621</u>

NOTE 4 – LINE OF CREDIT

The Company has a line of credit in the amount of \$350,000. Interest is equal to the Wall Street Journal published prime rate plus 2.00% (4.25% at December 31, 2021). There was a balance outstanding of \$343,045 at December 31, 2021.

NOTE 5 – NOTES PAYABLE

As of December 31, 2021, notes payable consisted of the following:

Note payable to bank due in monthly installments of \$614, including interest at 5.6% per annum, maturing in March 2022, collateralized by the financed vehicle.	\$ 1,695
Note payable to bank due in monthly installments of \$713, including interest at 6.99% per annum, maturing in June 2024, collateralized by the financed vehicle.	19,328

The accompanying notes are an integral part of the financial statements.

"See Accountants' Review Report"

AMERICAN ROAD MAINTENANCE, INC.
Notes to Financial Statements
December 31, 2021

NOTE 5 – NOTES PAYABLE – Continued

Note payable to bank due in monthly installments of \$462, including interest at 6.94% per annum, maturing in July 2024, collateralized by the financed vehicle.	13,401
Note payable to bank due in monthly installments of \$14,624, including interest at 5.25% per annum, maturing in June 2024, collateralized by the financed equipment.	409,802
Note payable to bank due in monthly installments of \$1,900, including interest at 5.75% per annum, maturing in August 2024, collateralized by the financed vehicle.	56,189
Note payable to bank due in monthly installments of \$1,161, including interest at 5.25% per annum, maturing in September 2026, collateralized by the financed vehicle.	54,106
Note payable to bank due in monthly installments of \$561, including interest at 5.5% per annum, maturing in December 2022, collateralized by the financed vehicle.	6,528
Note payable to bank due in monthly installments of \$1,161, including interest at 5.25% per annum, maturing in Oct. 2026, collateralized by the financed vehicle.	54,114
Note payable to bank due in monthly installments of \$806, including interest at 5.35% per annum, maturing in February 2022 collateralized by the financed vehicle.	1,595
Note payable to bank due in monthly installments of \$3,618, including interest at 7.99% per annum maturing in April 2022, collateralized by certain financed equipment.	11,948
Note payable to bank due in monthly installments of \$1,272, including interest at 1.99% per annum, maturing in April 2023, collateralized by the financed vehicle.	20,067
Note payable to bank due in monthly installments of \$1,138, including interest at 5.99% per annum, maturing in October 2026, collateralized by the financed vehicle.	54,048
Note payable to bank due in monthly installments of \$770, including interest at 6.99% per annum, maturing in October 2023 collateralized by the financed vehicle.	15,850
Note payable to bank due in monthly installments of \$489, including interest at 5.47% per annum, maturing in March 2024, collateralized by the financed vehicle.	11,974
Note payable to bank due in monthly installments of \$745, including interest at 1.1% per annum, maturing in October 2025, collateralized by the financed vehicle.	36,658
Note payable to bank due in monthly installments of \$725, including interest at 4.9% per annum, maturing in July 2024, collateralized by the financed vehicle.	28,625
Note payable to bank due in monthly installments of \$4,621, including interest at 4.09% per annum, maturing in April 2025, collateralized by the financed equipment.	138,722
Note payable to bank due in monthly installments of \$1,233, including interest at 5.49% per annum, maturing in August 2025, collateralized by the financed equipment.	50,036

The accompanying notes are an integral part of the financial statements.

"See Accountants' Review Report"

AMERICAN ROAD MAINTENANCE, INC.
Notes to Financial Statements
December 31, 2021

NOTE 5 – NOTES PAYABLE – Continued

Note payable to bank due in monthly installments of \$12,256, including interest at 5.49% per annum, maturing in August 2025, collateralized by the financed equipment.	487,432
Note payable to bank due in monthly installments of \$1,848, including interest at 5.49% per annum, maturing in September 2025, collateralized by the financed vehicle.	75,011
Note payable to bank due in monthly installments of \$1,108, including interest at 5.99% per annum, maturing in September 2026, collateralized by the financed vehicle.	53,863
Note payable to bank due in monthly installments of \$1,108, including interest at 5.99% per annum, maturing in September 2026, collateralized by the financed vehicle.	53,863
Note payable to bank due in monthly installments of \$1,013, including interest at 5.99% per annum, maturing in March 2026, collateralized by the financed vehicle.	47,547
Note payable to bank due in monthly installments of \$1,133, including interest at 5.99% per annum, maturing in May 2025, collateralized by the financed vehicle.	53,183
Note payable to bank due in monthly installments of \$2,713, including interest at 5.25% per annum, maturing in Dec. 2025, collateralized by the financed equipment.	118,156
Note payable to bank due in monthly installments of \$1,113, including interest at 5.99% per annum, maturing in September 2026, collateralized by the financed vehicle.	69,509
Note payable to bank due in monthly installments of \$10,575, including interest at 5.08% per annum, maturing in June 2026, collateralized by the financed equipment.	509,501
	<hr/>
Total notes payable	2,452,751
Less current portion	<u>(605,028)</u>
Total notes payable, net of current portion	<u>\$ 1,847,723</u>

Maturities of notes payable are as follows:

<u>Year Ending</u> <u>December 31.</u>	<u>Principal</u>
2022	\$ 605,028
2023	602,252
2024	516,835
2025	472,023
2026-2027	<u>256,613</u>
Total.....	<u>\$ 2,452,751</u>

The accompanying notes are an integral part of the financial statements.

"See Accountants' Review Report"

AMERICAN ROAD MAINTENANCE, INC.
Notes to Financial Statements
December 31, 2021

NOTE 6 – RELATED PARTY TRANSACTIONS

Due from Affiliates – The Company has made various advances to commonly owned entities due on demand. At December 31, 2021, the unpaid balances amounted to \$435,383.

Due to Affiliates – The Company owes an affiliate for various advances due on demand. At December 31, 2021, the unpaid balances amounted to \$39,750.

Due to Related Party – The Company owes a related party for advances made for operations of the Company. The advances are payable on demand. At December 31, 2021, the unpaid balance amounted to \$218,784.

Note Receivable from Stockholder – The Company has a note receivable from a stockholder. At December 31, 2021, the unpaid balance amounted to \$1,004,184. The note bears interest at zero percent and is not expected to be received in the current period.

NOTE 7 – EMPLOYEE BENEFIT PLAN

The Company adopted a qualified defined contribution retirement plan on January 1, 2016 for all eligible employees. Eligible employees are allowed to contribute an elective percentage of their compensation, subject to limitations. The Plan is considered a safe harbor plan and the Company makes safe harbor matching contributions equal to 100% of employees' salary deferrals between 3% and 5% of their compensation. The Company may also make discretionary profit sharing contributions to the plan. Matching contributions and fees for December 31, 2021 totaled \$36,528.

NOTE 8 – EARNINGS FROM CONTRACTS

The following table summarizes the earnings from contracts for the year ended December 31, 2021:

	<u>Revenue</u> <u>Earned</u>	<u>Cost of</u> <u>goods sold</u>	<u>Gross</u> <u>Profit</u>
Contracts completed during the period	<u>\$12,678,685</u>	<u>\$7,282,117</u>	<u>\$5,396,568</u>

NOTE 9 – LEASE COMMITMENTS

The Company leases facilities and equipment on a month to month basis. Total rent expense under these leases for the year ended December 31, 2021 was \$20,303.

The Company leases real estate from related parties that are commonly owned. Total rent expense under these leases for the year ended December 31, 2021 was \$70,134.

The Company rents friction testing equipment from a related party. Equipment rental totaled \$186,383 during 2021.

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**AMERICAN ROAD MAINTENANCE, INC.
Notes to Financial Statements
December 31, 2021**

NOTE 10 – INCOME TAXES

The stockholder of the Company has elected to be taxed under the provisions of Subchapter S of the Internal Revenue Code. No provision for federal income taxes has been recorded in these financial statements because the stockholder is responsible for such taxes on their individual income tax returns.

Generally accepted accounting principles clarify the accounting for uncertainty in income taxes by creating a framework to recognize, measure, present, and disclose in financial statements uncertain tax positions that have been taken or are expected to be taken in a tax return. The Company’s management believes that there are no material uncertain tax positions for which it is reasonably possible that reported total amounts could significantly differ from amounts that may be determined upon examination by taxing authorities. The Company is no longer subject to federal tax examinations for the years before 2017 and state tax examinations by tax authorities for years before 2016, unless specific conditions are met.

NOTE 11 – CONTINGENCIES

From time to time the Company is involved in various claims and legal actions arising during the ordinary course of business. Management does not believe that the impact of such matters will have a material adverse effect on the Company’s financial position or results of operations when resolved.

NOTE 12 – CONCENTRATIONS

The Company’s cash and cash equivalents are held at financial institutions whereby deposits are insured by the Federal Deposit Insurance Corporation (“FDIC”). At times, such cash and cash equivalents may be in excess of the FDIC insurance limits; however, management does not believe it is exposed to any significant credit risk on cash and cash equivalents.

SUPPLEMENTAL INFORMATION

"See Accountants' Review Report"

AMERICAN ROAD MAINTENANCE, INC.
Schedule I – Cost of Goods Sold
For the Year Ended December 31, 2021

Cost of Goods Sold:		
Direct Materials	\$	3,099,379
Subcontractors		1,651,375
Direct Labor		2,045,917
Freight & Delivery		167,624
Other Job Cost		111,867
Equipment Rental		186,383
Toll		5,096
Uniform		<u>14,476</u>
 Total Cost of Goods Sold	 \$	 <u>7,282,117</u>

The accompanying notes are an integral part of the financial statements.

“See Accountants’ Review Report”

AMERICAN ROAD MAINTENANCE, INC.
Schedule II – Operating Expenses
For the Year Ended December 31, 2021

Operating expenses:	
Vehicle Expenses.....	\$ 1,035,796
Insurance	757,311
Travel.....	738,682
Salaries and wages.....	729,655
Depreciation and Amortization.....	541,123
Payroll Taxes.....	242,287
Meals and Entertainment.....	201,901
Repairs and Maintenance	120,286
Bond Expense	72,071
Rent.....	70,135
Other Taxes and Licenses	64,046
Professional Fees.....	47,399
Materials and Supplies	41,339
401K Expenses.....	39,507
Employee Relations & Training	23,876
Equipment Lease Expense	20,303
Telephone.....	14,726
Licenses and Permits	12,941
Office Expenses.....	11,397
Postage.....	7,194
Charitable Contributions.....	4,450
Utilities.....	3,397
Internet.....	3,215
Computer Expenses.....	2,964
Dues and Subscriptions.....	2,650
Sanitation.....	2,018
Bank Fees.....	1,700
Advertising.....	333
	<hr/>
Total operating expenses.....	<u>\$ 4,812,702</u>

The accompanying notes are an integral part of the financial statements.