

**CITY OF COSTA MESA
PUBLIC WORKS AGREEMENT FOR
CITY PROJECT NO. 22-01**

THIS PUBLIC WORKS AGREEMENT ("Agreement"), dated May 3, 2022 ("Effective Date"), is made by the CITY OF COSTA MESA, a political subdivision of the State of California ("CITY"), and ALL AMERICAN ASPHALT, a California corporation ("CONTRACTOR").

WHEREAS, CITY desires to construct the public improvements described below under Paragraph 1, Scope of Work (the "Project"); and

WHEREAS, CITY has determined that CONTRACTOR is the lowest responsible bidder; and

WHEREAS, CITY now desires to contract with CONTRACTOR to furnish construction and related services for the Project; and

WHEREAS, CITY and CONTRACTOR desire to set forth their rights, duties and liabilities in connection with the services to be performed.

NOW, THEREFORE, for and in consideration of the covenants and conditions contained herein, the parties hereby agree as follows:

1. SCOPE OF WORK.

The scope of work generally consists of street improvements, including installation of new concrete curb ramps, concrete driveways, median islands, traffic loop detectors, traffic and parking signs, pavement striping and markings, grind and overlay and slurry sealing, along Wilson Street from Newport Boulevard to Placentia Avenue, and all other work as depicted within the plans and as described within the specifications associated with the Project (the "Work").

The Work is further described in the "Contract Documents" referred to below.

The Project is known as the Wilson Street Improvement Project, City Project No. 22-01 – Community Development Block Grant (CDBG) Federally-Funded Project (the "Project").

2. CONTRACT DOCUMENTS.

The complete Agreement consists of the following documents relating to the Project:

- (a) This Agreement;
- (b) CONTRACTOR's bid, attached hereto as Exhibit A and incorporated herein;

- (c) Bid package, including notice inviting bids, complete plans, profiles, detailed drawings and specifications, including general provisions and special provisions. The bid package is incorporated by this reference as if fully set forth herein;
- (d) Bid Addendum No. 1, dated March 28, 2022. The bid addendum is incorporated by this reference as if fully set forth herein;
- (e) Bid Addendum No. 2, dated March 29, 2022. The bid addendum is incorporated by this reference as if fully set forth herein;
- (f) Bid Addendum No. 3, dated March 30, 2022. The bid addendum is incorporated by this reference as if fully set forth herein;
- (g) Bid Addendum No. 4, dated March 31, 2022. The bid addendum is incorporated by this reference as if fully set forth herein;
- (h) Bid Addendum No. 5, dated March 31, 2022. The bid addendum is incorporated by this reference as if fully set forth herein;
- (i) Federal Requirements, attached hereto as Exhibit B and incorporated herein;
- (j) Faithful Performance Bond and Labor and Material Bond, including agent's Power of Attorney for each bond, attached hereto as Exhibit C and incorporated herein;
- (k) Drug-Free Workplace Policy, attached hereto as Exhibit D and incorporated herein; and
- (l) Provisions of the most current edition of The Greenbook: Standard Specifications for Public Works Construction ("The Greenbook"). Provisions of The Greenbook are incorporated by this reference as if fully set forth herein.

The documents comprising the complete Agreement will be referred to as the "Contract Documents."

All of the Contract Documents are intended to complement one another, so that any Work called for in one and not mentioned in another is to be performed as if mentioned in all documents.

In the event of an inconsistency in the Contract Documents, the terms of this Agreement shall prevail over all other Contract Documents. The order of precedence between the remaining Contract Documents shall be as set forth in The Greenbook.

The Contract Documents constitute the entire agreement between the parties and supersede any and all other writings and oral negotiations.

3. CITY'S REPRESENTATIVE.

The CITY's Representative is Seung Yang, referred to herein as the Project Manager ("Project Manager").

4. CONTRACTOR'S PROJECT MANAGER; PERSONNEL.

(a) Project Manager. CONTRACTOR's Project Manager must be approved by City. Such approval shall be at CITY's sole discretion.

(b) Personnel. CITY has the right to review and approve any personnel who are assigned to perform work under this Agreement. CONTRACTOR shall remove personnel from performing work under this Agreement if requested to do so by CITY.

This Paragraph 4 is a material provision of the Agreement.

5. SCHEDULE.

All Work shall be performed in accordance with the schedule approved on behalf of CITY by the Project Manager, and in accordance with the time of performance set forth in Paragraph 11 (Time of Performance).

6. EQUIPMENT - PERFORMANCE OF WORK.

CONTRACTOR shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete the Work in a good and workmanlike manner in strict conformity with the Contract Documents.

The equipment, apparatus, facilities, labor and material shall be furnished and such Work performed and completed as required in the plans and specifications to the satisfaction of the Project Manager or his or her designee, and subject to his or her approval.

7. COMPENSATION.

CITY shall pay CONTRACTOR in accordance with the fee schedule set forth in CONTRACTOR's bid. CONTRACTOR's total compensation shall not exceed One Million Seven Hundred Ninety-Five Thousand Three Hundred Ninety Dollars and Fifty Cents (\$1,795,390.50). Such amount includes CONTRACTOR's Base Bid Schedule (A), in the amount of One Million Sixty-One Thousand One Hundred Sixty Dollars (\$1,061,160.00), CONTRACTOR's Additive Bid Schedule (B), in the amount of Six Hundred Eighty-Five Thousand Eighty Dollars and Fifty Cents (\$685,080.50), and CONTRACTOR's Additive Bid Schedule (C), in the amount of Forty-Nine Thousand One Hundred Fifty Dollars (\$49,150.00).

8. ADDITIONAL SERVICES.

CONTRACTOR shall not receive compensation for any services provided outside the scope of the Contract Documents unless such additional services, including change orders, are approved in writing by CITY prior to CONTRACTOR performing the additional services.

It is specifically understood that oral requests or approvals of such additional services, change orders or additional compensation and any approvals from CITY shall be barred and are unenforceable.

9. PAYMENTS TO CONTRACTOR.

On or before the last Monday of each and every month during the performance of the Work, CONTRACTOR shall meet with the Project Manager or his or her designee to determine the quantity of pay items incorporated into the improvement during that month. A "Progress Payment Order" will then be jointly prepared, approved, and signed by the Project Manager and the CONTRACTOR setting forth the amount to be paid and providing for a five percent (5%) retention. Upon approval of the progress payment order by the Project Manager, or his or her designee, it shall be submitted to CITY's Finance Department and processed for payment by obtaining approval from the City Council to issue a warrant.

Within three (3) days following City Council's approval to issue a warrant, CITY shall mail to CONTRACTOR a warrant for the amount specified in the progress payment order as the amount to be paid. The retained five percent (5%) shall be paid to CONTRACTOR thirty-five (35) days after the recording of the Notice of Completion of the Work by the CITY with the Orange County Clerk-Recorder and after CONTRACTOR has furnished releases of all claims against CITY by persons who furnished labor or materials for the Work, if required by CITY.

Upon the request of CONTRACTOR and at its expense, securities equivalent to the amount withheld pursuant to the foregoing provisions may be presented to CITY for substitution for the retained funds. If CITY approves the form and amount of the offered securities it will release the retained funds and will hold the securities in lieu thereof. CONTRACTOR shall be entitled to any interest earned on the securities.

In the event that claims for property damage or bodily injury are presented to CITY arising out of CONTRACTOR's or any subcontractor's work under this Agreement, CITY shall give notice thereof to CONTRACTOR, and CONTRACTOR shall have thirty-five (35) days from the mailing of any such notice to evaluate the claim and to settle it by whole or partial payment, or to reject it, and to give notice of settlement or rejection to CITY. If CITY does not receive notice within the above-mentioned 35-day period that the claim has been settled, and if the Project Manager, after consultation with the City Attorney, determines that the claim is meritorious, CITY may pay the claim or a portion of it in exchange for an appropriate release from the claimant, and may deduct the amount of the payment from the retained funds that would otherwise be paid to CONTRACTOR upon completion of the Work; provided, however, that the maximum amount paid for any one claim pursuant

to this provision shall be One Thousand Dollars (\$1,000.00), and the maximum amount for all such claims in the aggregate paid pursuant to this provision shall be Five Thousand Dollars (\$5,000.00).

10. PROMPT PAYMENT OF SUBCONTRACTORS.

CONTRACTOR agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the CONTRACTOR receives from CITY.

CONTRACTOR agrees further to release retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed.

Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CITY.

11. TIME OF PERFORMANCE.

CONTRACTOR shall commence Work by the date specified in CITY's Notice to Proceed, unless a later date is agreed upon in writing by the parties. The Work shall be completed within fifty (50) working days from the first day of commencement of the Work.

12. TERMINATION.

(a) Termination for Convenience.

CITY may terminate this Agreement at any time, with or without cause, by providing thirty (30) days' written notice to CONTRACTOR.

(b) Termination for Breach of Contract.

(i) If CONTRACTOR refuses or fails to prosecute the Work or any severable part of it with such diligence as will ensure its timely completion, or if CONTRACTOR fails to complete the Work on time, or if CONTRACTOR, or any subcontractor, violates any of the provisions of the Contract Documents, the Project Manager may give written notice to CONTRACTOR and CONTRACTOR's sureties of the CITY's intention to terminate this Agreement; and, unless within five (5) days after the serving of that notice, such conduct shall cease and arrangements for the correction thereof be made to the satisfaction of the CITY, this Agreement may be terminated at the option of CITY effective upon CONTRACTOR's receipt of a second notice sent by the CITY indicating that the CITY has exercised its option to terminate.

(ii) If CONTRACTOR is adjudged bankrupt or files for any relief under the Federal Bankruptcy Code or State insolvency laws, this Agreement shall automatically terminate without any further action or notice by CITY.

- (iii) If CONTRACTOR is in breach of any material provision of this Agreement, CITY may immediately terminate this Agreement by providing written notice to CONTRACTOR of same.

13. LIQUIDATED DAMAGES.

In the event the Work is not completed, for any reason, within the time required including any approved extensions of time, and to the satisfaction of the Project Manager, CITY may, in addition to any other remedies, equitable and legal, including remedies authorized by Paragraph 12 (Termination) of this Agreement, charge to CONTRACTOR or its sureties, or deduct from payments or credits due CONTRACTOR, a sum equal to Four Thousand Dollars (\$4,000.00) as liquidated damages for each calendar day beyond the date provided for the completion of such Work.

The parties hereto agree that the amount set forth above, as liquidated damages constitutes a fair and reasonable estimate of the costs the CITY would suffer for each day that the CONTRACTOR fails to meet the performance schedule. The parties hereby agree and acknowledge that the delays in the performance schedule will cause CITY to incur costs and expenses not contemplated by this Agreement.

14. PERFORMANCE BY SURETIES.

In the event CONTRACTOR fails or refuses to perform the Work, CITY may provide CONTRACTOR with a notice of intent to terminate as provided in Paragraph 12 (Termination), of this Agreement. CITY shall immediately give written notice of such intent to terminate to CONTRACTOR and CONTRACTOR's surety or sureties, and the sureties shall have the right to take over and perform this Agreement; provided, however, that the sureties must, within five (5) days after CITY's giving notice of termination, (a) give the CITY written notice of their intention to take over the performance of this Agreement; (b) provide adequate assurances, to the satisfaction of the CITY, that the Work shall be performed diligently and in a timely manner; and (c) must commence performance thereof within five (5) days after providing notice to the CITY of their intention to take over the Work. Upon the failure of the sureties to comply with the provisions set forth above, CITY may take over the Work and complete it, at the expense of CONTRACTOR, and the CONTRACTOR and the sureties shall be liable to CITY for any excess costs or damages including those referred to in Paragraph 13 (Liquidated Damages), incurred by CITY. In such event, CITY may, without liability for so doing, take possession of such materials, equipment, tools, appliances, Contract Documents and other property belonging to CONTRACTOR as may be on the site of the Work and reasonably necessary therefor and may use them to complete the Work.

15. DISPUTES PERTAINING TO PAYMENT FOR WORK.

Should any dispute arise respecting whether any delay is excusable, or its duration, or the value of the Work done, or of any Work omitted, or of any extra Work which CONTRACTOR may be required to do, or respecting any payment to CONTRACTOR during the performance of this Agreement, such dispute shall be decided

by the Project Manager, and his or her decisions shall be final and binding upon CONTRACTOR and its sureties.

16. SUPERINTENDENCE BY CONTRACTOR.

At all times during performance of the Work, CONTRACTOR shall give personal superintendence or have a competent foreman or superintendent on the worksite, with authority to act for CONTRACTOR.

17. INSPECTION BY CITY.

CONTRACTOR shall at all times maintain proper facilities and provide safe access for inspection by CITY to all parts of the Work and to all shops on or off-site where the Work or portions of the Work, are in preparation. CITY shall have the right of access to the premises for inspection at all times. However, CITY shall, at all times, comply with CONTRACTOR's safety requirements on the job site.

18. CARE OF THE WORK AND OFF-SITE AUTHORIZATION.

CONTRACTOR warrants that it has examined the site of the Work and is familiar with its topography and condition, location of property lines, easements, building lines and other physical factors and limitations affecting the performance of this Agreement. CONTRACTOR, at CONTRACTOR's sole cost and expense, shall obtain any permission, and all approvals, licenses, or easements necessary for any operations conducted off the premises owned or controlled by CITY. CONTRACTOR shall be responsible for the proper care and protection of all materials delivered to the site or stored off-site and for the Work performed until completion and final inspection and acceptance by CITY. The risk, damage or destruction of materials delivered to the site or to Work performed shall be borne by CONTRACTOR.

19. CONTRACT SECURITY AND GUARANTEE.

Unless previously provided by CONTRACTOR to CITY, CONTRACTOR shall furnish, concurrently with the execution of this Agreement, the following: (1) a surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this Agreement, and (2) a separate surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons furnishing labor or materials in connection with the Work under this Agreement. Sureties for each of the bonds and the forms thereof shall be satisfactory to CITY. In addition, such sureties must be authorized to issue bonds in California; sureties must be listed on the latest revision to the U.S. Department of the Treasury Circular 570; and must be shown to have sufficient bonding capacity to provide the bonds required by the Contract Documents.

CONTRACTOR shall provide a certified copy of the certificate of authority of the surety issued by the Insurance Commissioner; a certificate from the clerk of the county in which the court or officer is located that the certificate of authority of the surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has,

that renewed authority has been granted; and copies of the surety's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

CONTRACTOR guarantees that all materials used in the Work and all labor performed shall be in conformity with the Contract Documents including, but not limited to, the standards and specifications set forth in the most current edition of The Greenbook. CONTRACTOR shall, at its own expense, make any and all repairs and replacements that shall become necessary as the result of any failure of the Work to conform to the aforementioned Contract Documents, and/or standard specifications; provided, however, that CONTRACTOR shall be obligated under this provision only to the extent of those failures or defects of which CONTRACTOR is given notice within a period of twelve (12) months from the date that the Notice of Completion is recorded.

The rights and remedies available to CITY pursuant to this provision shall be cumulative with all rights and remedies available to CITY pursuant to statutory and common law, which rights and remedies are hereby expressly reserved, and neither the foregoing guarantee by CONTRACTOR nor its furnishing of the bonds, nor acceptance thereof by CITY, shall constitute a waiver of any rights or remedies available to CITY against CONTRACTOR.

20. INDEMNIFICATION.

CONTRACTOR agrees to protect, defend, indemnify and hold harmless CITY and its elected and appointed boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury to or death of any person, and for injury or damage to any property, including consequential damages of any nature resulting therefrom, arising out of or in any way connected with the performance of this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the CONTRACTOR, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the CONTRACTOR, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the CITY, its elected officials, officers, agents and employees based upon the work performed by the CONTRACTOR, its employees, and/or authorized subcontractors under this Agreement, whether or not the CONTRACTOR, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the CONTRACTOR shall not be liable for the defense or indemnification of the CITY for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the CITY. This provision shall supersede and replace all other indemnity provisions contained either in the CITY's specifications or CONTRACTOR's proposal, which shall be of no force and effect.

CONTRACTOR shall comply with all of the provisions of the Workers' Compensation insurance laws and Safety in Employment laws of the State of California, including the applicable provisions of Divisions 4 and 5 of the California Labor Code and

all amendments thereto and regulations promulgated pursuant thereto, and all similar State, Federal or local laws applicable; and CONTRACTOR shall indemnify and hold harmless CITY from and against all claims, liabilities, expenses, damages, suits, actions, proceedings and judgments, of every nature and description, including attorney fees, that may be presented, brought or recovered against CITY for or on account of any liability under or failure to comply with any of said laws which may be incurred by reason of any Work performed under this Agreement by CONTRACTOR or any subcontractor or others performing on behalf of CONTRACTOR.

CITY does not, and shall not, waive any rights against CONTRACTOR which it may have by reason of the above hold harmless agreements, because of the acceptance by CITY or the deposit with CITY by CONTRACTOR of any or all of the insurance policies described in Paragraph 21 (Insurance) of this Agreement.

The hold harmless agreements by CONTRACTOR shall apply to all liabilities, expenses, claims, and damages of every kind (including but not limited to attorneys' fees) incurred or alleged to have been incurred, by reason of the operations of CONTRACTOR or any subcontractor or others performing on behalf of CONTRACTOR, whether or not such insurance policies are applicable. CONTRACTOR shall require any and all tiers of subcontractors to afford the same degree of indemnification to the CITY OF COSTA MESA and its elected and appointed boards, officers, agents, and employees that is required of CONTRACTOR and shall incorporate identical indemnity provisions in all contracts between CONTRACTOR and all tiers of its subcontractors.

In the event that CONTRACTOR and CITY are sued by a third party for damages caused or allegedly caused by negligent or other wrongful conduct of CONTRACTOR, or by a dangerous condition of CITY's property created by CONTRACTOR or existing while the property was under the control of CONTRACTOR, CONTRACTOR shall not be relieved of its indemnity obligation to CITY by any settlement with any such third party unless that settlement includes a full release and dismissal of all claims by the third party against the CITY.

21. INSURANCE.

(a) Minimum Scope and Limits of Insurance. CONTRACTOR shall not commence Work under this Agreement until it has obtained all insurance required under this Paragraph 21 and CITY has approved the insurance as to form, amount, and carrier, nor shall CONTRACTOR allow any subcontractor to commence any Work until all similar insurance required of the subcontractor has been obtained and approved.

CONTRACTOR shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by CITY:

- (i) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury

with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

- (ii) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (iii) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. CONTRACTOR agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the CITY, its officers, agents, employees, and volunteers arising from work performed by CONTRACTOR for the CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (iv) Umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:
 - (1) A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
 - (2) Pay on behalf of wording as opposed to reimbursement;
 - (3) Concurrency of effective dates with primary policies;
 - (4) Policies shall "follow form" to underlying primary policies; and
 - (5) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

(b) Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (i) Additional insureds: The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the CONTRACTOR pursuant to its contract with the City; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; automobiles owned, leased, hired, or borrowed by the CONTRACTOR."
- (ii) Notice: "Said policy shall not terminate, nor shall it be canceled nor the

coverage reduced, until thirty (30) days after written notice is given to CITY.”

(iii) **Other Insurance:** “CONTRACTOR’s insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy.”

(c) **Reporting Provisions.** Any failure of CONTRACTOR to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.

(d) **Insurance Applies Separately.** CONTRACTOR’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

(e) **Deductible or Self-Insured Retention.** If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by CITY. No policy of insurance issued as to which the CITY is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

(f) **Proof of Insurance.** Prior to commencement of the Work, CONTRACTOR shall furnish CITY, through the Project Manager, proof of compliance with the above insurance requirements in a form satisfactory to City’s Risk Management.

(g) **Non-Limiting.** Nothing in this Paragraph 21 shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

22. **PREVAILING WAGE REQUIREMENTS.**

(a) **Prevailing Wage Laws.** CONTRACTOR is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. This Project is a “public works” project and requires compliance with the Prevailing Wage Laws. CONTRACTOR shall defend, indemnify and hold the CITY, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

(b) **Payment of Prevailing Wages.** CONTRACTOR shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the general prevailing wage rate determination is on file in the Office of the City

Clerk and is incorporated into this Agreement as if fully set forth herein. CONTRACTOR shall post a copy of such wage rates at all times at the project site(s).

(c) Legal Working Day. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. CONTRACTOR and any subcontractor(s) of CONTRACTOR shall comply with the provisions of the Labor Code regarding eight (8)-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by CONTRACTOR's or any subcontractor's employees in excess of eight (8) hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight (8) hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. CONTRACTOR shall forfeit as a penalty to CITY Twenty-Five Dollars (\$25.00), or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the Work by CONTRACTOR or by any subcontractor(s) of CONTRACTOR, for each calendar day during which such worker is required or permitted to the work more than eight (8) hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.

(d) Apprentices. CONTRACTOR shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. CONTRACTOR shall be responsible for ensuring compliance by its subcontractors with Labor Code Section 1777.5.

(e) Payroll Records. Pursuant to Labor Code Section 1776, CONTRACTOR and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by CONTRACTOR or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the Labor Code for any work performed by his or her employees on this Project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of Labor Code Section 1776. CONTRACTOR shall also furnish each week to CITY's Project Administration Division a statement with respect to the wages of each of its employees during the preceding weekly payroll period.

(f) Registration with DIR. CONTRACTOR and any subcontractor(s) of CONTRACTOR shall comply with the provisions of Labor Code Section 1771 and Labor Code Section 1725.5 requiring registration with the DIR.

(g) Davis-Bacon and Related Acts. Notwithstanding the foregoing provisions, this Project is funded in whole or in part with Community Development Block Grant (CDBG) funds provided by the U.S. Department of Housing and Urban Development (HUD). Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts, will be enforced.

23. COMPLIANCE WITH ALL LAWS.

CONTRACTOR shall, at its own cost and expense, comply with all applicable local, state, and federal laws, regulations, and requirements in the performance of this Agreement, including but not limited to laws regarding health and safety, labor and employment, and wage and hours.

24. DRUG-FREE WORKPLACE POLICY.

CONTRACTOR, upon notification of the award of this Agreement, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a CITY contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. CONTRACTOR shall conform to all the requirements of CITY's Policy No. 100-5, attached hereto. Failure to establish a program, notify employees, or inform the CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by the CITY.

25. NON-DISCRIMINATION.

In performing this Agreement, CONTRACTOR will not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status or sex, or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Section 1735 of the California Labor Code.

26. PROVISIONS CUMULATIVE.

The provisions of this Agreement are cumulative and in addition to, and not in limitation of, any other rights or remedies available to CITY.

27. NOTICES.

It shall be the duty and responsibility of CONTRACTOR to notify all tiers of subcontractors and material men of the following special notice provision; namely, all preliminary 20-day notices or stop notices shall be directed only to the City Clerk and to no other department, and shall be either personally delivered or sent by certified mail, postage prepaid.

All other notices shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notices required to be given to CITY pursuant to this Agreement shall be addressed as follows:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Seung Yang

Notices required to be given to CONTRACTOR shall be addressed as follows:

All American Asphalt
400 E. Sixth Street
Corona, CA 92879
Attn: Kimberly Bird

Notices required to be given to CONTRACTOR's sureties shall be addressed as follows:

Fidelity and Deposit Company of Maryland
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833-3505
Attn: Melissa DeKoven

28. INDEPENDENT CONTRACTOR.

The parties hereto acknowledge and agree that the relationship between CITY and CONTRACTOR is one of principal and independent contractor and no other. All personnel to be utilized by CONTRACTOR in the performance of this Agreement shall be employees of CONTRACTOR and not employees of the CITY. CONTRACTOR shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, employment relations, or any other relationship except as set forth between the parties. The parties specifically acknowledge and agree that CONTRACTOR is not a partner with CITY, whether general or limited, and no activities of CITY or CONTRACTOR or statements made by CITY or CONTRACTOR shall be interpreted by any of the parties hereto as establishing any type of business relationship other than an independent contractor relationship.

29. PERS ELIGIBILITY INDEMNIFICATION.

In the event that CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees' Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

30. SECTION 3 ECONOMIC OPPORTUNITIES COMPLIANCE.

CONTRACTOR acknowledges that this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. CITY and CONTRACTOR agree to comply with HUD's regulations in 24 CFR Part 135 ("Part 135"), which implement Section 3. As evidenced by their execution of this Agreement, CITY and CONTRACTOR certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

CONTRACTOR agrees to send to each labor organization or representative of workers with which CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of CONTRACTOR's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with Part 135 regulations, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. CONTRACTOR will not subcontract with any subcontractor where CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled after CONTRACTOR is selected but before the Agreement is executed with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent CONTRACTOR's obligations under 24 CFR Part 135.

CONTRACTOR understands that noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and

debarment or suspension from future HUD-assisted contracts.

31. FEDERAL REQUIREMENTS.

This Project is funded in whole or in part by federal funds and subject to the Federal Requirements set forth in Exhibit B to this Agreement. CONTRACTOR agrees to comply with said Federal Requirements and all federal requirements applicable to the Project.

CONTRACTOR shall comply with all applicable state and local codes, ordinances and other applicable laws, all applicable CDBG program requirements and any amendments hereafter to CDBG program guidelines and requirements.

32. VALIDITY.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any of the other provisions of this Agreement.

33. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal action relating to or arising out of this Agreement shall be subject to the jurisdiction of the County of Orange, California.

34. NO THIRD PARTY BENEFICIARY RIGHTS.

This Agreement is entered into for the sole benefit of the CITY and CONTRACTOR and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

35. ASSIGNABILITY.

This Agreement may not be transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such transfer or assignment, or attempted transfer or assignment, without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

36. WAIVER.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

37. HEADINGS.

Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

38. COUNTERPARTS.

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one Agreement.

39. CORPORATE AUTHORITY.

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,
A municipal corporation

Lori Ann Farrell Harrison
Lori Ann Farrell Harrison
City Manager

Date: 6/15/2022

CONTRACTOR

Edward J. Carlson
Edward J. Carlson
Vice President

Date: 6/6/22

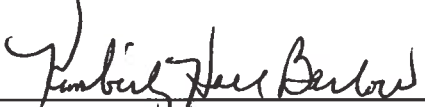
ATTEST:

Brenda Green
Brenda Green
City Clerk



Date: 6/16/2022


APPROVED AS TO FORM:



Kimberly Hall Barlow
City Attorney

Date: 6/15/22

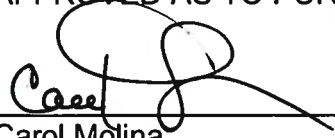
APPROVED AS TO INSURANCE:



Ruth Wang
Risk Management

Date: 6/13/22

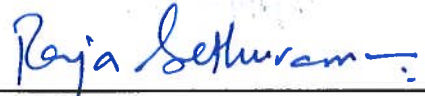
APPROVED AS TO PURCHASING:



Carol Molina
Finance Director

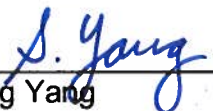
Date: 6/15/22

DEPARTMENTAL APPROVAL:



Raja Sethuraman
Public Services Director

Date: 6/9/22



Seung Yang
Project Manager

Date: 6/9/22



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 Riverside

On June 6, 2022 before me, Kenona Nazari, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Edward J. Carlson
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 Above

Signature *Kenona Nazari*
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document Agreement Signature Page – City of Costa Mesa

Document Date: May 3, 2022 Number of Pages: 18

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Edward J. Carlson

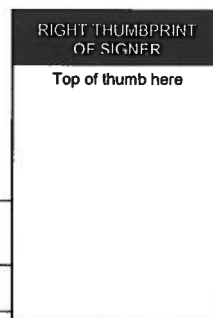
- Individual
- Corporate Officer – Title(s): Vice President
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____



Signer is Representing:
All American Asphalt

Signer's Name: _____

- Individual
- Corporate Officer – Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____



Signer is Representing: _____

RECEIVED
MAY 10 1964
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D. C. 20535

EXHIBIT A

CONTRACTOR'S BID



CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628-1200

FROM THE PUBLIC SERVICES DEPARTMENT / ENGINEERING DIVISION

DATE: MARCH 28, 2022
TO: ALL PROSPECTIVE BIDDERS
SUBJECT: BID ADDENDUM NO.1 –
WILSON STREET IMPROVEMENT PROJECT
(NEWPORT BLVD. TO PLACENTIA AVE.)
CITY PROJECT NO. 22-01

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to janet.zuazo@costamesaca.gov. **A COPY WILL NOT BE SENT BY MAIL.**

Received by: EDWARD J. CARLSON, Vice President.  3/30/22

Company: ALL American Asphalt.

All bidders shall register with *PlanetBids* in order to retrieve addenda. It is the responsibility of each prospective bidder to check *PlanetBids* on a DAILY basis through the close of bids for any applicable addenda or updates.

This addendum, effective on this date, addresses the following items:

The following **SHALL** be replaced in its complete entirety:

- The complete document entitled: "NOTICE TO BIDDERS, PROPOSAL, CONTRACT, AND SPECIAL PROVISIONS FOR WILSON STREET IMPROVEMENT PROJECT – FROM NEWPORT BOULEVARD TO PLACENTIA AVENUE, CITY PROJECT NO. 22-01 – COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FEDERALLY-FUNDED PROJECT," Otherwise known as the "Bid Contract Documents and Specifications."

The above is labeled "BID ADDENDUM #1" in red on each page / sheet and is to be downloaded by each prospective bidder through *PlanetBids* and acknowledged by signing on page "P-4."

Failure to submit this acknowledgment form and/or signing page P-4 in the Bid Contract Documents and Specifications may cause your bid to be rejected.




CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628-1200

FROM THE PUBLIC SERVICES DEPARTMENT / ENGINEERING DIVISION

DATE: MARCH 29, 2022
TO: ALL PROSPECTIVE BIDDERS
SUBJECT: BID ADDENDUM NO.1 –
WILSON STREET IMPROVEMENT PROJECT
(NEWPORT BLVD. TO PLACENTIA AVE.)
CITY PROJECT NO. 22-01

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to janet.zuazo@costamesaca.gov. **A COPY WILL NOT BE SENT BY MAIL.**

Received by: Edward J. CARLSON, VICE PRESIDENT  3/30/22
Company: ALL AMERICAN ASPHALT

All bidders shall register with *PlanetBids* in order to retrieve addenda. It is the responsibility of each prospective bidder to check *PlanetBids* on a DAILY basis through the close of bids for any applicable addenda or updates.

This addendum, effective on this date, addresses the following items:

The following **SHALL** be replaced in its complete entirety:

- The complete document entitled: "PROPOSAL BID SCHEDULE, ," pages P-1 through P-1f.

The above is labeled "BID ADDENDUM #2" in red on each page / sheet and is to be downloaded by each prospective bidder through *PlanetBids* and acknowledged by signing on page "P-4."

Failure to submit this acknowledgment form and/or signing page P-4 in the Bid Contract Documents and Specifications may cause your bid to be rejected.

The contents of this bid addendum shall have precedence over all related provisions within the contract documents. It is the intent of the City of Costa Mesa to clarify the above-referenced items to all bidders. Should it be necessary to request clarification on these matters, please send your request via e-mail at janet.zuazo@costamesaca.gov.

Again, please acknowledge receipt of all addenda by signing on page "P-4" of the proposal within the bid contract documents.

Sincerely,



Seung Yang
City Engineer

SY: Attachments

Bid Addendum No. 1
Project and Specifications No. 22-01

The contents of this bid addendum shall have precedence over all related provisions within the contract documents. It is the intent of the City of Costa Mesa to clarify the above-referenced items to all bidders. Should it be necessary to request clarification on these matters, please send your request via e-mail at janet.zuazo@costamesaca.gov.

Again, please acknowledge receipt of all addenda by signing on page "P-4" of the proposal within the bid contract documents.

Sincerely,



Seung Yang
City Engineer

SY: Attachments



CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628-1200

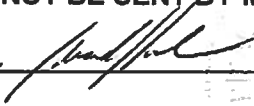
FROM THE PUBLIC SERVICES DEPARTMENT / ENGINEERING DIVISION

DATE: MARCH 29, 2022

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: BID ADDENDUM NO.2 –
WILSON STREET IMPROVEMENT PROJECT
(NEWPORT BLVD. TO PLACENTIA AVE.)
CITY PROJECT NO. 22-01

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to janet.zuazo@costamesaca.gov. **A COPY WILL NOT BE SENT BY MAIL.**

Received by: EDWARD J. CARLSON, VICE PRESIDENT.  3/30/22

Company: ALL AMERICAN ASPHALT

All bidders shall register with *PlanetBids* in order to retrieve addenda. It is the responsibility of each prospective bidder to check *PlanetBids* on a DAILY basis through the close of bids for any applicable addenda or updates.

This addendum, effective on this date, addresses the following items:

The following **SHALL** be replaced in its complete entirety:

- The complete document entitled: "PROPOSAL BID SCHEDULE, ," pages P-1 through P-1f.

The above is labeled "BID ADDENDUM #2" in red on each page / sheet and is to be downloaded by each prospective bidder through *PlanetBids* and acknowledged by signing on page "P-4."

Failure to submit this acknowledgment form and/or signing page P-4 in the Bid Contract Documents and Specifications may cause your bid to be rejected.

The contents of this bid addendum shall have precedence over all related provisions within the contract documents. It is the intent of the City of Costa Mesa to clarify the above-referenced items to all bidders. Should it be necessary to request clarification on these matters, please send your request via e-mail at janet.zuazo@costamesaca.gov.

Again, please acknowledge receipt of all addenda by signing on page "P-4" of the proposal within the bid contract documents.

Sincerely,



Seung Yang
City Engineer

SY: Attachments



CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628-1200

FROM THE PUBLIC SERVICES DEPARTMENT / ENGINEERING DIVISION

DATE: MARCH 30, 2022
TO: ALL PROSPECTIVE BIDDERS
SUBJECT: BID ADDENDUM NO. 3 –
WILSON STREET IMPROVEMENT PROJECT
(NEWPORT BLVD. TO PLACENTIA AVE.)
CITY PROJECT NO. 22-01

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to janet.zuazo@costamesaca.gov. **A COPY WILL NOT BE SENT BY MAIL.**

Received by: EDWARD J. CARLSON, VICE PRESIDENT

Company: ALL AMERICAN ASPHALT

3/30/22

All bidders shall register with *PlanetBids* in order to retrieve addenda. It is the responsibility of each prospective bidder to check *PlanetBids* on a DAILY basis through the close of bids for any applicable addenda or updates.

This addendum, effective on this date, addresses the following items:

The following **SHALL** be replaced in its complete entirety:

- The complete document entitled: "PROPOSAL BID SCHEDULE, ," pages P-1 through P-1f.

The above is labeled "BID ADDENDUM #3" in red on each page / sheet and is to be downloaded by each prospective bidder through *PlanetBids* and acknowledged by signing on page "P-4."

The following shall be clarified for BID ADDENDUM #2, which was sent out on March 29, 2022: The subject title was mislabeled as Bid Addendum No. 1 and shall be replaced with Bid Addendum No. 2.

Responses to RFI questions below:

1. Item C2 calls for 220 CY of 8" DG. Can the City please confirm the quantity and/or the unit of measure?

Per the striping plans, the DG seems to be intended for the infill of two new islands that have an area of about 382 SF.

Response: *Bid Item C2 has change in quantity of 10 CY to replace 220 CY to fill in the pedestrian refuge islands.*

2. Should there be an amount plugged for the item #2 the Force Account item?

Response: *Bid Item 2 has been updated to reflect the Force Account amount of \$100,000.00.*

Both items in the above RFI have been addressed in the revised Proposal Bid Schedule.

Bid Addendum No. 3
Project and Specifications No. 22-01

Failure to submit this acknowledgment form and/or signing page P-4 in the Bid Contract Documents and Specifications may cause your bid to be rejected.

The contents of this bid addendum shall have precedence over all related provisions within the contract documents. It is the intent of the City of Costa Mesa to clarify the above-referenced items to all bidders. Should it be necessary to request clarification on these matters, please send your request via e-mail at janet.zuazo@costamesaca.gov.

Again, please acknowledge receipt of ALL addenda by signing on page "P-4" of the proposal within the bid contract documents.

Sincerely,



Seung Yang
City Engineer

SY: Attachments



CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628-1200

FROM THE PUBLIC SERVICES DEPARTMENT / ENGINEERING DIVISION

DATE: MARCH 31, 2022

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: BID ADDENDUM NO. 4 –
WILSON STREET IMPROVEMENT PROJECT
(NEWPORT BLVD. TO PLACENTIA AVE.)
CITY PROJECT NO. 22-01

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to janet.zuazo@costamesaca.gov. **A COPY WILL NOT BE SENT BY MAIL.**

Received by: EDWARD J. CARLSON, VICE PRESIDENT

Company: ALL AMERICAN ASPHALT

03/31/22

All bidders shall register with *PlanetBids* in order to retrieve addenda. It is the responsibility of each prospective bidder to check *PlanetBids* on a DAILY basis through the close of bids for any applicable addenda or updates.

This addendum, effective on this date, addresses the following items:

BID OPENING DATE: CHANGE, MONDAY, APRIL 4, 2022

BID OPENING TIME: NO CHANGE, 2:00 P.M.

BID OPENING PLACE: NO CHANGE

Failure to submit this acknowledgment form and/or signing page P-4 in the Bid Contract Documents and Specifications may cause your bid to be rejected.

The contents of this bid addendum shall have precedence over all related provisions within the contract documents. It is the intent of the City of Costa Mesa to clarify the above-referenced items to all bidders. Should it be necessary to request clarification on these matters, please send your request via e-mail at janet.zuazo@costamesaca.gov.

Again, please acknowledge receipt of ALL addenda by signing on page "P-4" of the proposal within the bid contract documents.

Sincerely,

Seung Yang
City Engineer

SY: Attachments



CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628-1200

FROM THE PUBLIC SERVICES DEPARTMENT / ENGINEERING DIVISION

DATE: MARCH 31, 2022
TO: ALL PROSPECTIVE BIDDERS
SUBJECT: BID ADDENDUM NO. 5 –
WILSON STREET IMPROVEMENT PROJECT
(NEWPORT BLVD. TO PLACENTIA AVE.)
CITY PROJECT NO. 22-01

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to janet.zuazo@costamesaca.gov. **A COPY WILL NOT BE SENT BY MAIL.**

Received by: Michael Farkas, Secretary

Company: All American Asphalt

04/01/22

All bidders shall register with *PlanetBids* in order to retrieve addenda. It is the responsibility of each prospective bidder to check *PlanetBids* on a DAILY basis through the close of bids for any applicable addenda or updates.

This addendum, effective on this date, addresses the following items:

The following **SHALL** be replaced in its complete entirety:

- The complete document entitled: "NOTICE TO BIDDERS, PROPOSAL, CONTRACT, AND SPECIAL PROVISIONS FOR WILSON STREET IMPROVEMENT PROJECT – FROM NEWPORT BOULEVARD TO PLACENTIA AVENUE, CITY PROJECT NO. 22-01 – COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FEDERALLY-FUNDED PROJECT," Otherwise known as the "Bid Contract Documents and Specifications."

The above is labeled "BID ADDENDUM NO. 5" in red on each page / sheet and is to be downloaded by each prospective bidder through *PlanetBids* and acknowledged by signing on page "P-4."

Responses to "Request for Information" (RFI) questions below:

1. Please confirm if there is a DBE commitment as part of this project. If so, is there a goal?
Answer: For this project, there is no DBE percentage goal.
2. For bid item 5A and 5B, please confirm how the work is being paid for. Is it the measurement of both base and asphalt weight tickets?
Answer: For Bid Items 5A and 5B, the work is paid for per the asphalt weight tickets only. The crushed miscellaneous base (CMB) is included with the bid item.

3. Signing and Striping General Note #3 states that "Pavement Markings shall be pre-formed skid resistant thermoplastic", but the City Special Provision (Page SP-33) states that thermoplastic material shall be applied by extrusion method. So are all pavement markings to be pre-form thermoplastic or thermoplastic by extrusion method, with the exception of green pre-form thermoplastic?

Answer: *Green thermoplastic markings (for conflict zones & driveways) and greenback pavement markings (sharrows and bicycle person and arrows) are the only thermoplastic that needs to be entirely preformed, both the green and the white should be embedded into the entire preformed. All other thermoplastics such as pavement marking arrows, words, etc., are to be hot applied by extrusion; however, it is acceptable to use preformed as long as there is no cost increase.*

Failure to submit this acknowledgment form and/or signing page P-4 in the Bid Contract Documents and Specifications may cause your bid to be rejected.

The contents of this bid addendum shall have precedence over all related provisions within the contract documents. It is the intent of the City of Costa Mesa to clarify the above-referenced items to all bidders. Should it be necessary to request clarification on these matters, please send your request via e-mail at janet.zuazo@costamesaca.gov.

Again, please acknowledge receipt of ALL addenda by signing on page "P-4" of the proposal within the bid contract documents.

Sincerely,



Seung Yang
City Engineer

SY: Attachments

BID ADDENDUM NO. 5

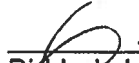
SECTION C
PROPOSAL FOR THE
WILSON STREET IMPROVEMENT PROJECT
FROM NEWPORT BOULEVARD TO PLACENTIA AVENUE
CITY PROJECT No. 22-01

The Honorable City Council
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Dear Councilmembers:

In compliance with the NOTICE INVITING BIDS FOR THE **WILSON STREET IMPROVEMENT PROJECT, CITY PROJECT NO. 22-01**, a copy which is hereto attached, the undersigned has carefully examined the location of the proposed Work, the Plans, Specifications and other Contract Documents and is therefore satisfied as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and materials to be furnished and as to the requirements of the specifications and the Contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the BIDDER has made such examination.

If awarded the Contract, the undersigned agrees to commence the Work under the Contract **WITHIN TEN (10) WORKING DAYS AFTER DATE OF CONTRACT, AND COMPLETE SAID WORK WITHIN FIFTY (50) WORKING DAYS** from the first day of commencement of such work unless legal extension is granted in accordance with the terms set forth in the specifications, and to perform and complete the Work as shown on the Plans and in accordance with the Specifications and other Contract Documents, and to furnish all labor, materials, tools and equipment necessary to complete the Work in-place therefor, in the manner and time herein prescribed at the following prices, to wit:


Bidder's Initials

BID ADDENDUM NO. 5

PROPOSAL BASE BID SCHEDULE (A) WILSON STREET FROM NEWPORT BLVD. TO HARBOR BLVD.					
ITEM #	BID ITEM DESCRIPTION	EST. QTY	UNIT	UNIT PRICE (in figures)	ITEMS TOTAL (in figures)
1	Mobilization and Demobilization	1	L.S.	\$ 89,263.00	\$ 89,263.00
2	Additional Work Items	1	F.A.	\$ 100,000.00	\$ 100,000.00
3A	Procure and Apply Slurry Seal Type II with 2.5% Latex Street Surfacing	30	E.L.T.	\$ 838.00	\$ 25,140.00
4A	Procure and Apply Crack Seal prior to Slurry Seal	1	L.S.	\$ 5,197.00	\$ 5,197.00
5A	Remove & Reconstruct Asphalt Concrete (AC) [6" Minimum Depth, including Excavation] and Replace with 6" AC over 6" Crushed Miscellaneous Base (CMB)	140	TON	\$ 197.00	\$ 27,580.00
6A	Type "C3" Asphalt Concrete Leveling (Paving Machine)	660	TON	\$ 97.00	\$ 64,020.00
7A	Type "GG-C" Asphalt Rubber Hot Mix (AHRM-G) Surface Course	2,000	TON	\$ 97.00	\$ 194,000.00
8A	Remove Existing and Reconstruct ADA Curb Ramps with Truncated Domes per CALTRANS STD. PLAN A88A	6	EA	\$ 6,545.00	\$ 39,570.00
9A	Remove Existing and Reconstruct Portland Cement Concrete (PCC) Cross-Gutter, Spandrel, Local Depression, and PCC Pad (8" PCC over 8" CMB)	820	S.F.	\$ 43.60	\$ 35,752.00
10A	Remove and Reconstruct Portland Cement Concrete (PCC) C-6 Curb & Gutter [include 2' Asphalt Concrete (AC) Slot Pave]	1,240	L.F.	\$ 61.00	\$ 75,640.00
11A	Remove and Reconstruct Portland Cement Concrete (PCC) C-8 Curb & Gutter [include 2' Asphalt Concrete (AC) Slot Pave]	330	L.F.	\$ 67.50	\$ 22,275.00
12A	Install Portland Cement Concrete (PCC) Sidewalk [4" PCC over 4" Crushed Miscellaneous Base (CMB)]	1,660	S.F.	\$ 11.70	\$ 19,422.00
13A	Remove and Reconstruct Portland Cement Concrete (PCC) Driveway Approach [6" PCC over 6" Crushed Miscellaneous Base (CMB)]	2,850	S.F.	\$ 26.80	\$ 76,380.00


 Bidder's Initials

BID ADDENDUM NO. 5

PROPOSAL BASE BID SCHEDULE (A) [Continued]

ITEM #	BID ITEM DESCRIPTION	EST. QTY	UNIT	UNIT PRICE (in figures)	ITEMS TOTAL (in figures)
14A	Remove Existing and Install New Lane Markings, Striping, Pavement Legends, and Raised Pavement Markers (RPMs) per Approved Plan	1	L.S.	\$12,566.00	\$12,566.00
15A	Install New Blue Raised Pavement Markers (BRPMs)	10	EA	\$ 20.90	\$ 209.00
16A	Remove Existing and Install New Thermoplastic Pavement Markings, including Continental Crosswalk and Green Lanes or Conflict Zones	1	L.S.	\$ 37,795.00	\$ 37,795.00
17A	Adjust and Reset Existing Survey Monuments and Ties	14	EA	\$ 516.00	\$ 7,224.00
18A1	Adjust Manhole Covers to Grade	55	EA	\$ 991.00	\$ 54,505.00
18A2	Adjust Orange County Sanitation District (OCSD) Manhole Covers to Grade	5	EA	\$1,460.00	\$ 7,300.00
19A	Adjust Water Valves to Grade	75	EA	\$ 782.00	\$ 58,650.00
20A	Cold Mill (2" Minimum Depth)	163,000	S.F.	\$ 0.29	\$ 47,270.00
21A	Implement Temporary Traffic Control	1	L.S.	\$ 40,469.00	\$ 40,469.00
22A	Remove Existing and Install New Type "D" Traffic Signal Loop Detectors	35	EA	\$ 318.00	\$ 11,130.00
23A	Remove Existing and Install New Type "E" Traffic Signal Loop Detectors	30	EA	\$ 292.00	\$ 8,760.00
24A	Paint Red Curb	745	L.F.	\$ 1.40	\$ 1,043.00


TOTAL BASE BID AMOUNT (A) FIGURES: \$ 1,061,160.00

TOTAL BASE BID AMOUNT (A) (Words):
One million sixty-one thousand, one hundred sixty, and zero cents.

Bidder's Initials
 BID PROPOSAL

BID ADDENDUM NO. 5

PROPOSAL ADDITIVE BID SCHEDULE (B): WILSON STREET FROM HARBOR BLVD. TO PLACENTIA AVE.					
ITEM #	BID ITEM DESCRIPTION	EST. QTY	UNIT	UNIT PRICE (in figures)	ITEMS TOTAL (in figures)
3B	Procure and Apply Slurry Seal Type II with 2.5% Latex Street Surfacing	70	E.L.T.	\$617.00	\$ 43,190.00
4B	Procure and Apply Crack Seal prior to Slurry Seal	1	L.S.	\$1,929.00	\$ 1,929.00
5B	Remove & Reconstruct Asphalt Concrete (AC) [6" Minimum Depth, including Excavation] and Replace with 6" AC over 6" Crushed Miscellaneous Base (CMB)	580	TON	\$ 210.00	\$ 121,800.00
6B	Type "C3" Asphalt Concrete Leveling (Paving Machine)	380	TON	\$ 97.00	\$ 36,860.00
7B	Type "GG-C" Asphalt Rubber Hot Mix (AHRM-G) Surface Course	1,300	TON	\$ 97.00	\$ 126,100.00
8B	Remove Existing and Reconstruct ADA Curb Ramps with Truncated Domes per CALTRANS STD. PLAN A88A	2	EA	\$ 7,081.00	\$ 14,162.00
9B	Remove Existing and Reconstruct Portland Cement Concrete (PCC) Cross-Gutter, Spandrel, Local Depression, and PCC Pad (8" PCC over 8" CMB)	1,100	S.F.	\$ 27.20	\$ 29,920.00
10B	Remove and Reconstruct Portland Cement Concrete (PCC) C-6 Curb & Gutter [include 2' Asphalt Concrete (AC) Slot Pave]	120	L.F.	\$ 88.80	\$ 10,656.00
11B	Remove and Reconstruct Portland Cement Concrete (PCC) C-8 Curb & Gutter [include 2' Asphalt Concrete (AC) Slot Pave]	800	L.F.	\$ 69.80	\$ 55,840.00
12B	Install Portland Cement Concrete (PCC) Sidewalk [4" PCC over 4" Crushed Miscellaneous Base (CMB)]	3,140	S.F.	\$ 11.10	34,854.00 \$ 34,854.00 MR
13B	Remove and Reconstruct Portland Cement Concrete (PCC) Driveway Approach [6" PCC over 6" Crushed Miscellaneous Base (CMB)]	1,730	S.F.	\$ 19.30	\$ 33,389.00


 Bidder's Initials

BID ADDENDUM NO. 5

PROPOSAL ADDITIVE BID SCHEDULE (B) [Continued]					
ITEM #	BID ITEM DESCRIPTION	EST. QTY	UNIT	UNIT PRICE (in figures)	ITEMS TOTAL (in figures)
14B	Remove Existing and Install New Lane Markings, Striping, Pavement Legends, and Raised Pavement Markers (RPMs) per Approved Plan	1	L.S.	\$18,021.00	\$18,021.00
15B	Install New Blue Raised Pavement Markers (BRPMs)	7	EA	\$ 20.50	\$ 143.50
16B	Remove Existing and Install New Thermoplastic Pavement Markings, including Continental Crosswalk and Green Lanes or Conflict Zones	1	L.S.	\$38,975.00	\$38,975.00
17B	Adjust and Reset Existing Survey Monuments and Ties	12	EA	\$507.00	\$ 6,084.00
18B	Adjust Manhole Covers to Grade	28	EA	\$ 972.00	\$ 27,216.00
19B	Adjust Water Valves to Grade	40	EA	\$ 767.00	\$ 30,680.00
20B	Cold Mill (2" Minimum Depth)	105,000	S.F.	\$ 0.29	\$ 30,450.00
21B	Implement Temporary Traffic Control	1	L.S.	\$9,692.00	\$9,692.00
22B	Remove Existing and Install New Type "D" Traffic Signal Loop Detectors	5	EA	\$ 312.00	\$ 1,560.00
23B	Remove Existing and Install New Type "E" Traffic Signal Loop Detectors	45	EA	\$ 287.00	\$ 12,915.00
24B	Paint Red Curb	460	L.F.	\$ 1.40	\$ 644.00
TOTAL ADDITIVE BID AMOUNT (B) FIGURES:				\$ 685,080.50	

TOTAL ADDITIVE BID AMOUNT (B) (in Words):
Six hundred eighty-five thousand, eighty, and fifty cents.

Bidder's Initials

BID ADDENDUM NO. 5

**PROPOSAL ADDITIVE BID SCHEDULE (C)
WILSON STREET FROM HARBOR BLVD. TO PLACENTIA AVE.
(MEDIAN ISLAND AND CROSSWALK AT WILSON PARK)
[SEE SHEET 3 OF THE STRIPING AND MARKING PLANS AT FORDHAM DRIVE]**

ITEM #	BID ITEM DESCRIPTION	EST. QTY	UNIT	UNIT PRICE (in figures)	ITEMS TOTAL (in figures)
C-1	Construct 8" High PCC, Type "B" Curb per City Standard Drawing No. 311	120	L.F.	\$55.00	\$ 6,600.00
C-2	Install 8" Depth Decomposed Granite (DG) at Pedestrian Refuge Island	10	C.Y.	\$650.00	\$ 6,500.00
C-3	Remove Existing and Reconstruct Concrete Sidewalk (4" Concrete over 4" CMB)	90	S.F.	\$ 35.00	\$ 3,150.00
C-4	Install Truncated Domes (3' X 10')	2	EA	\$ 450.00	\$ 900.00
C-5	Remove Existing and Install ADA Curb Ramps with Truncated Domes per Caltrans Standard Plan A88A	2	EA	\$ 16,000.00	\$ 32,000.00
TOTAL ADDITIVE BID AMOUNT (C) FIGURES:				\$	49,150.00

TOTAL ADDITIVE BID AMOUNT (C) (Words):
Fourty nine thousand, one hundred fifty, and zero cents.

The award of the Contract shall be based on the lowest responsive Base Bid amount. Should the CITY authorize the Base Bid and Additive Bids, then the award amount shall be as specified as the cumulative total of the Base Bid (A), Additive Bid (B), and/or Additive Bid (C) amounts. The CITY also reserves the right to reject all Bids.

Bidder's Initials

BID ADDENDUM NO. 5

PROPOSAL BID SCHEDULE
(CONTINUED)

NOTES:

1. The accuracy of estimate quantities as shown is not guaranteed; the Bidder shall make his/her own estimate from the drawings and field review for verification. If the unit price and the total amount are different, the unit price will control the bid. Payment shall be based on actual work done and/or actual quantities used.
2. The City reserves the right to delete one or more bid items and/or to increase or decrease bid items' quantities, at no additional cost to the City.
3. FA designates force account. Payment shall be made on a time and materials basis, only if directed by the Engineer.
4. (F) Designates Final Pay Item. When an item of work is designated as "FINAL PAY ITEM" in the Specifications, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.

The estimated quantity for each item of work designated as "FINAL PAY ITEM" in the Specifications, shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.

In case of discrepancy between the quantity shown in the Engineer's Estimate for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown in the Engineer's Estimate.

5. Bidder declares that it has read and understands Items 14 & 15 of Information for Bidders (Page B-2 and B-3).


Bidder's Initials

**PROPOSAL SCHEDULE
(CONTINUED)**

(Please Type or Print)

Total Amount for Base Bid (in written words) One Million, Sixty One Thousand, One Hundred - Sixty and Zero Cents
(\$ \$1,061,160.00)

Contractor's Lawful Name: All American Asphalt in figures

Bidder's Name: Michael Farkas, Secretary. Bidder's Initials: 

Contractor's License No. 267073 Expiration: 01/31/2024

Contractor's Taxpayer I.D. Number [REDACTED]

Contractor's DIR Registration Number [REDACTED]

Signature: [REDACTED] Date: 04/01/22

Contractor's Address: 400 E. Sixth Street, Corona, CA. 92879

Telephone Number: 951-736-7600 Mobile No.: 951-736-7600

Fax Number: 951-736-7646 E-mail: publicworks@allamericanasphalt.com

24-Hour Emergency Contacts:

[REDACTED]
Name

Telephone Number: [REDACTED]

[REDACTED]
Name

Mobile No.: [REDACTED]

[REDACTED]
Name

Telephone No.: [REDACTED]

Mobile No.: [REDACTED]

Telephone No.: [REDACTED]

Mobile No.: [REDACTED]


Bidder's Initials

**PROPOSAL SCHEDULE
(CONTINUED)**

The Contractor agrees that the City will not be held responsible if any of the approximate quantities shown in the foregoing proposal shall be found incorrect, and he shall 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 misstatements shall be discovered in the estimated quantities, it shall not invalidate this contract or release the Contractor from the execution and completion of the whole or part of the work herein specified, in accordance with the specifications and the plans herein mentioned and 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 otherwise than as provided for in this contract.

The Contractor agrees that the City shall have the right to increase or decrease the quantity of any bid item or portion of the work or to omit portions of the work as may be deemed necessary or expedient, and that the payment for incidental items or work, not separately provided in the proposal shall be considered included in the price bid for other various items or work.

Accompanying this proposal is "Cash," "Certified Check," or "Bidder's Bond" (circle one) in the amount of 10% OF BID AMOUNT (\$ 10%) equal to at least ten (10%) percent of the total bid price, payable to the City of Costa Mesa, to guarantee that within fourteen (14) days after written notice is deposited in the mail, or the bidder has received notice by telephone, the bidder will furnish proper Certificates of Insurance, and required bonds satisfactory to the City and execute a contract in accordance with the proposal and in the manner and form required by the contract documents.

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the City of Costa Mesa as Liquidated Damages if the above requirements are not complied with.


Bidder's Initials

BID ADDENDUM NO. 5

Project and Specification No. 22-01

Respectfully Submitted,

All American Asphalt
 Contractor's Business Name
 400 E. Sixth Street
 Business Address: Street
 Corona, CA. 92879
 City State Zip
 951-736-7600
 Business Phone Number
 Mark Luer, President.
 Name Title
 Corona, CA. 92879
 City State Zip

All American Asphalt, Corporation
 Contractor Title
 Signed By Michael Farkas, Secretary. Title
 267073 Class: A & C12 Expiration Date: 01/31/2024
 Contractor's License No. and Classification Exp. Date
 04/01/22
 Date
 400 E. Sixth Street, Corona, CA. 92879
 Residence: Street
 951-736-7600
 Residence phone Number

If the bid is by a corporation, state the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign.

Corporation

Taxpayer I.D. Number: 95-2595043

Name Mark Luer, President.
 Name Edward J. Carlson, Vice President.
 Name Michael Farkas, Secretary.

Can Sign

Must Sign

If the bid is by a partnership or a joint venture, state the names and addresses of all general partners and joint ventures.

Partnership or Joint Ventures

Taxpayer I.D. Number: _____

Name _____
 Address _____
 Name _____
 Address _____

If the bidder is a sole proprietorship or other entity that does business under a fictitious name, the bid shall be in the real name of the bidder with a designation following showing "DBA (the fictitious name)"; provided, however, no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

The full names and residences of all persons and parties interested in the foregoing proposal, as principals, are as follows:

NOTE: Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer and Manager, and affix corporate seal; in case of partnerships and joint ventures, give names of all the individual members.

Bidder's Initials

BID ADDENDUM NO. 5

Project and Specification No. 22-01

Bidder shall signify receipt of all Addenda here, if any:

<u>Addendum No.</u>	<u>Date Received</u>	<u>Bidder's Signature</u>
<u>1</u>	<u>March 28, 2022</u>	<u>[Signature]</u>
<u>2</u>	<u>March 29, 2022</u>	<u>[Signature]</u>
<u>3</u>	<u>March 30, 2022</u>	<u>[Signature]</u>
Revised Addendum 2 (4)	March 30, 2022	<u>[Signature]</u>
CONSTRUCTION PROJECT REFERENCES		
<u>5</u>	<u>March 31, 2022</u>	<u>[Signature]</u>

In order to more fully evaluate your firm's background and experience for the project herein proposed, it is requested that you submit a list of Public Works and/or similar construction projects completed, or in progress, within the last 24 months. This information will be used to evaluate whether the bid is responsive and or responsible to the call for bids.

<u>Date Project Awarded</u>	<u>Awarding Agency</u>	<u>Agency's Contract Administrator Contact Information</u>
	****PLEASE SEE ATTACHED	

[Signature]
Bidder's Initials

2020

PAST WORK REFERENCES

City of Ontario
303 East B Street
Ontario, CA 91764
Contact: Ariana Kern (909) 395-2129
akern@ontarioca.gov

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

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

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

City of Jurupa Valley
8920 Limonite Avenue
Jurupa Valley, CA 92509
Contact: Chase Keys (951) 332-6464
ckeyes@jurupavalley.org

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

County of Orange
601 N. Ross Street, 4th Floor
Santa Ana, CA 92701
Contact: Albert Rodriguez
albert.rodriquez@ocpw.ocgov.com

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

City of Compton
205 S. Willowbrook Avenue
Compton, CA 90220
Contact: Brittany Duhn (Z & K Consultants)
bduhn@zandkconsultants.com

Annual Residential Street Rehabilitation –
Phase 1
Contract Amount: \$5,295,068.00
Start Date: 05/2020
End Date: 11/2020

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

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

2020

PAST WORK REFERENCES

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

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

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

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

Crescenta Valley Water District
2700 Foothill Boulevard
La Crescenta-Montrose, CA 91214
Contact: Brook Yared (818) 236-4117
byared@cvwd.com

Final Paving of Pennsylvania Ave
Contract Amount: \$82,620.00
Start Date: 02/2020
End Date: 04/2020

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

2020 HUD Street Improvements Project
Contract Amount: \$300,433.00
Start Date: 06/2020
End Date: 10/2020

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

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

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

Earl Joseph Drive Paving
Contract Amount: \$681,901.50
Start Date: 06/2020
End Date: 07/2020

2020

PAST WORK REFERENCES

City of Norco
2870 Clark Avenue
Norco, CA 92860
Contact: Sam Nelson (951) 270-5607
snelson@ci.norco.ca.us

FY 2019-2020 Slurry Seal Project
Contract Amount: \$147,708.97
Start Date: 06/2020
End Date: 12/2020

City of Orange
300 E. Chapman Avenue
Orange, CA 92886
Contact: Martin Varona (714) 744-5563
mvarona@cityoforange.org

Annual Slurry Seal FY 19-20 Various
Locations
Contract Amount: \$377,737.78
Start Date: 06/2020
End Date: 12/2020

Los Angeles County Department
of Public Works
900 S. Fremont Avenue
Alhambra, CA 91803
Contact: Arthur Chu (310) 348-6448
achu@dpw.lacounty.gov

Pavement Preservation (Seal Coats) S. Los
Angeles JOC6680-300.00 – 149th & Central
Rosewood Area Stanford Ave, et al. (Ph. 1)
Contract Amount: \$971,053.10
Start Date: 09/2020
End Date: 10/2020

Los Angeles County Department
of Public Works
900 S. Fremont Avenue
Alhambra, CA 91803
Contact: Christopher Poston (310) 348-6448
cposton@dpw.lacounty.gov

Pavement Preservation (Seal Coats) N. Los
Angeles JOC6679-200.00 – Stevenson
Ranch – Stevenson Ranch Tract (Ph. 1)
Contract Amount: \$726,377.38
Start Date: 08/2020
End Date: 09/2020

2019

PAST WORK REFERENCES

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

Simi Valley Minor Street Rehabilitation
Contract Amount: \$510,124.25
Start Date: 07/2019
End Date: 08/2019

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

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

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

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

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

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

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

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

City of South Gate
8650 California Avenue
South Gate, CA. 90280
Contact: John Rico (323) 563-9594
jrico@sogate.org

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

2019

PAST WORK REFERENCES

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

Railroad Canyon Widening
Contract Amount: \$5,062,746.00
Start Date: 11/2018
End Time: 08/2019

City of Fontana
8353 Sierra Avenue
Fontana, CA. 92335
Contact: Kimberly Young (909) 350-7632
kyoung@fontana.org

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

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

Singlton Road
Contract Amount: \$1,684,000.00
Start Date: 07/2018
End Date: 12/2019

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

Portola Springs PA-6 Enclave 5B Phase1, 2
Contract Amount: \$2,055,055.00
Start Date: 09/2018
End Date: 12/2019

City of Downey
11111 Brookshire Avenue
Downey, CA. 90241
Contact: Desi Gutierrez, (562) 904-7110
dgutier@downeyca.org

FY 18/19 Slurry Seal Project
Contract Amount: \$313,425.87
Start Date: 06/2019
End Date: 12/2019

2019

PAST WORK REFERENCES

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

Slurry Seal Maintenance Work
Contract Amount: \$372,805.00
Start Date: 1/2019
End Date: 12/2019

City of Lancaster
44933 Fern Avenue
Lancaster, CA. 93534
Contact: Greg Wilson (661) 570-8003
gwilson@cityoflanasterca.org

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

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

FY 18-19 Asphalt Paving Project
Contract Amount: \$1,377,700.00
Start Date: 3/2019
End Date: 11/2019

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

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

City of San Clemente
910 Calle Negocio
San Clemente, CA. 92673
Contact: Gary Voborsky (949) 361-6132
voborskyg@san-clemente.org

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

"2018"

PAST WORK REFERENCES

City of Moreno Valley

14177 Frederick St.

P.O. Box 88005

Moreno Valley, CA 92552

Contact: Henry Ngo, P.E., (951)413-3106

henryn@moval.org

Alessandro Blvd. Street Improvements at
Chogall Court and Graham Street

Contract Amount: \$445,821.50

Start: 05/2018

Complete: 11/2018

City of Aliso Viejo

12 Journey Street Ste #100

Aliso Viejo, CA 92656

Contact: Mari Shakir, (949)425-2556

Mshakir@cityofaliso Viejo.com

Aliso Creek and Road Rehab

Contract Amount: \$657,770.00

Start: 05/2018

Complete: 10/2018

City of Jurupa Valley

8304 Limonite Avenue Suite M

Jurupa Valley, CA 92509

Contact: Chase Keys, (951)332-6464

ckeys@jurupavalley.org

Van Buren Blvd. Pavement Rehab.- PH2

Contract Amount: \$781,845.00

Start: 08/2018

Complete: 09/2018

City of Irwindale

5050 N. Irwindale Avenue

Irwindale, CA 91706

Contact: Richard Corpis, (626)430-2200

rcorpis@irwindaleCA.gov

Irwindale 2017-2018 Resurfacing Project

Contract Amount: \$285,503.10

Start: 07/2018

Complete: 08/2018

"2018"

PAST WORK REFERENCES

County of Los Angeles

P.O. Box 7508

Alhambra, CA 91802

Contact: Hoda Hassan, (626)458-3144

HHASSAN@dpw.lacounty.gov

Pine Canyon Road

Contract Amount: \$3,288,999.00

Start: 06/2018

Complete: 11/2018

City of Rolling Hills Estates

4045 Palos Verdes Drive

Rolling Hills Estates, CA 90274

Contact: Scott Gibson (909)210-0548

sgibson@hrgreen.com

2017-18 Street Resurfacing Project

Contract Amount: \$1,203,292.50

Start: 03/2018

Finish: 09/2018

City of Huntington Beach

2000 Main Street

Huntington Beach, CA 92648

Contact: Jim Escutia (714)536-5525

jescutia@surfcity-hb.org

Heil and Main Street

Contract Amount: \$2,285,562.00

Start: 11/2017

Finish: 06/2018

City of Fontana

8353 Sierra Avenue

Fontana, CA 92335

Contact: Jazmine Pena (909) 350-6648

jpena@fontana.org

Valley Blvd. Median Improvement Project

Contract Amount: \$164,715.00

Start: 03/2018

Finish: 05/2018

"2018"

PAST WORK REFERENCES

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

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

City of La Quinta
74-495 Calle Tampico
La Quinta, CA 92253
Contact: Ubaldo Ayon Jr., (760)777-7051
uayon@la-quinta.org

FY 16-17 Phase 2 Desert Club
Contract amount: \$697,474.76
Start date: 06/2017
Finish date 12/2017

City of Canyon Lake
31516 Railroad Canyon Road
Canyon Lake, CA 92587
Contact: Kenneth Bailey, (951)244-2955
kennethbailey@caaprofessionals.com

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

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

West Coast Highway Landscape Improvements,
Phase 1, Contract No. 7189-1
Contract amount: \$604,284.50
Start date: 06/2018
Finish date: 11/2019

"2018"

PAST WORK REFERENCES

Town of Apple Valley

14955 Dale Evans Parkway

Apple Valley, CA 92307

Contact: Rich Berger, (760)240-7000 ext 7530
rberger@applevalley.org

Navajo Road Rehabilitation

Contract amount: \$849,182.00

Start date: 07/2017

Finish date: 12/2017

City of Indian Wells

44-950 Eldorado Drive

Indian Wells, CA 92210

Contact: Ken A. Seumalo, P.E., (760)346-2489,
kseumalo@IndianWells.com

Cook Street Rubberized Pavement Overlay

Contract amount: \$599,599.59

Start date: 05/2018

Finish date: 12/2018

**“2017”
PAST WORK REFERENCES**

City of Rancho Cucamonga
10500 Civic Center Drive
Rancho Cucamonga, CA 91730
Contact: Romeo David, (909)477-2740
Romeo.David@cityofrc.us

Base Line Rd. Pavement Rehab.
Contract Amount: \$1,130,470
Start: 05/2017
Completed: 07/2017

City Of Temecula
41000 Main Street
Temecula, CA 92590
Contact: William Becerra, (951)694-6444
Will.becerra@temecula.gov

Margarita Road Pavement
Rehab
Contract Amount: \$2,577,770
Start: 05/2017
Completed: 11/2017

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

Navajo Road Rehabilitation
Contract Amount: \$849,182
Start: 08/2017
Completed: 11/2017

City Of Victorville
14343 Civic Dr.
Victorville, CA 92392
Contact: Carlos Seanez, (760)955-5162
cseanez@victorvilleca.gov

Water Warehouse #1 Paving
Project
Contract Amount: \$251,008
Start Date: 04/2017
Completed: 06/2017

City Of Santee
10601 Magnolia Ave Building 4
Santee, CA 92071
Contact: Toby M. Espinola, P.E., (619)258-4100
tobyespinola@cityofsanteeca.gov

Citywide Slurry Seal & Roadway
Maintenance 2017
Contract Amount: \$285,061.90
Start: 06/2017
Completed: 10/2017

City Of Yucaipa
34272 Yucaipa Blvd.
Yucaipa, CA 92399
Contact: John Larose, (909)797-2489
jlarose@yucaipa.org

2015-2016 Micro-Surfacing
Program Project No.11043
Contract Amount: \$252,379.06
Start: 07/2017
Completed: 08/2017

City Of West Covina
Eclipse Way & Jennifer Pl
West Covina, CA 91792
Contact: Hany Demitri, (626)939-8445
Hany.Demitri@westcovina.gov

Residential Street Rehabilitation
SP 17038
Contract Amount: \$469,960.70
Start: 05/01/17
Completed: 06/09/2017

City Of Highland
McKinley Ave & 9th St
San Bernardino, CA 92410
Contact Name: Carlos Zamano, (909)864-8732
czamano@cityofhighland.org

2015-16 CDBG Streets Pavement
Improvements
Contract Amount: \$823,389.68
Start: 06/05/17
Completed: 10/13/17

County Of Riverside
2950 Washington Street
Riverside, CA 92504
Contact Name: Justin Robbins, (951)955-6885
JROBBINS@rctlma.org

Gilman Springs
Contract Amount: \$1,662,671.20
Start: 11/2016
Completed: 08/2017

City Of Palm Springs
3400 E. Tahquitz Cyn Way Ste 1
Palm Springs, CA 92262
Contact Name: Robert Denning, (541)324-7321
Robert.denning@aecom.com

Taxiway J Rehabilitation
Contract Amount: \$291,482.99
Start: 09/2017
Completed: 10/2017

County Of Orange
P.O. Box 4048
Santa Ana, CA 27074
Contact Name: Rick Cathay, (949)252-5171
RCathey@ocair.com

Pavement Maintenance and Repair
Contract Amount: \$3,115,000.00
Start: 08/2016
Completed: 12/2017

City Of Anaheim
200 S. Anaheim Blvd.
Anaheim, CA 92805
Contact Name: Bob Palaeologus, (562)879-3602
rpalaeologus@simplusmanagement.com

Santa Ana Streets from Claudia to
Claudia
Contract Amount: \$589,270.00
Start: 06/2016
Completed: 12/2017

BID ADDENDUM NO. 5

Project and Specification No. 22-01

DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid or in the case of bids for the construction of streets or highways, including bridges, in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid or ten thousand (\$10,000) dollars, whichever is greater. Bidder shall further set forth the portion of the work, which will be done by each such subcontractor with its Department of Industrial Relations (DIR) registration number. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he/she/it shall be deemed to have agreed to perform the balance of all work, which is not covered, and he/she/it shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which no subcontractor was designated in the original bid, shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Legislative Body of the Owner.

All information must be filled out and typed. Please use additional pages in this format if needed.

<i>Bid Item (s) Number</i>	<i>% Portion of Work</i>	<i>Name, Address and E-mail of Subcontractor</i>	<i>State License Number</i>	<i>Class</i>	<i>DIR Registration Number</i>
4A & 4B CRACKSEAL	100%	MD Rubberized Crackfill, LLC 32 Rancho Circle Lake Forest, Ca. 92630	986686 EXP. 9/30/23	A	1000006438 EXP. 6/30/22
Striping 14A, 14B, 15A, 15B, 16A, 16B 24A, 24B	100%	Superior Pavement Markings, Inc. 5312 Cypress St Cypress, Ca 90630 Rebecca@superiopavementmarkings.com	776306 EXP 8/31/23	C32 C31 C61 D38	1000001476 EXP 6/30/22
17A&17B Survey	100%	CASE LAND SURVEYING, INC. 614 N. Eckhoff Street Orange, Ca. 92868 clsi@caselandsurveying.com	L5411 EXP. 09/30/22	SURVEYOR	1000001533 EXP. 06/30/22
Loops 22A, 22B, 23A & 23B	100%	SMITHSON ELECTRIC, INC 1838 E. Katella Avenue Orange, Ca. 92676 tom@smithsonelectric.com	6145418 EXP. 03/31/23	CLASS C-10	1000001610 EXP. 06/30/22

By submission of this proposal, the Bidder certifies:

1. That (I)(we)(it) is able to and will perform the balance of all work which is not covered in the above subcontractors listing.
2. That the AGENCY will be furnished copies of all subcontracts entered into by subcontractor for this project.



BID ADDENDUM NO. 5

Project and Specification No. 22-01

Bidder's Initials

CITY OF COSTA MESA BIDDERS LIST

All bidders/proposers are required to provide the following information for all DBE and non-DBE subcontractors and suppliers, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their bid/proposal. City of Costa Mesa will use this information to maintain and update a "Bidders List" to assist in evaluating the level of DBE participation on all Public Works projects. To the extent permitted by law, all information submitted will be held in confidence.

If Bidders List information is not submitted with the bid, it shall be submitted to the City of Costa Mesa, Construction Management Division, 77 Fair Drive, Costa Mesa, CA 92626, no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following the bid opening. Bidders List information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Failure to submit the required Bidders List information by the time specified will be grounds for finding the bid or proposal non-responsive.

Firm Name: Traffic Loops Crackfilling, Inc. Phone: (714) 520-4026

Address: 946 S Emerald St Fax: (714) 520-4027

Anaheim CA 92804

Contact Person: Mai-Lan Nguyen No. of years in business: 29

Is the firm currently certified as a DBE under 49 CFR Part 26? YES NO

Type of work/services/materials provided by firm? Loop Detectors

What was your firm's Gross Annual receipts for last year?

- Less than \$1 Million
- Less than \$5 Million
- Less than \$10 Million
- Less than \$15 Million
- More than \$15 Million

This form can be duplicated if necessary to report all bidders (DBE subcontractors, non-DBE subcontractors and/or suppliers' information).

BID ADDENDUM NO. 1

Project and Specification No. 22-01

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Firm Name: CARTER ENTERPRISES GROUP INC
DBA PAVEMENT REHAB COMPANY Phone: 714-238-1444
Address: 1181 PRINCESS CT
COSTA MESA, CA 92626 Fax:

Contact Person: ROBERT STEEN No. of years in business:

Is the firm currently certified as a DBE under 49 CFR Part 26? YES NO

Type of work/services/materials provided by firm? CONCRETE, ASPHALT, CRACK SEAL

What was your firm's Gross Annual receipts for last year?

- Less than \$1 Million
- Less than \$5 Million
- Less than \$10 Million
- Less than \$15 Million
- More than \$15 Million

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Address: 946 S Emerald St Fax: (714) 520-4027

Anaheim CA 92804

Contact Person: Mai-Lan Nguyen No. of years in business: 29

Is the firm currently certified as a DBE under 49 CFR Part 26? YES NO

Type of work/services/materials provided by firm? Loop Detectors

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- Less than \$5 Million
- Less than \$10 Million
- Less than \$15 Million
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BID ADDENDUM NO. 5

Project and Specification No. 22-01

CITY OF COSTA MESA BIDDERS LIST

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Firm Name: PCI Phone: 562-218-0604

Address: 2868 ORANGE AVENUE STE. 2100 Fax: 625-612-0922
SIGNAL HILL, CA. 90755

Contact Person: EVAN GURNEY No. of years in business:

Is the firm currently certified as a DBE under 49 CFR Part 26? YES NO

Type of work/services/materials provided by firm? SIGNING & STRIPING

What was your firm's Gross Annual receipts for last year?

- Less than \$1 Million
- Less than \$5 Million
- Less than \$10 Million
- Less than \$15 Million
- More than \$15 Million

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3.


Bidder's Initials

CITY OF COSTA MESA BIDDERS LIST

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Firm Name: Rubberized Crackfiller Sealant, Inc. Phone: 714.843.5192

Address: 800 E. Walnut Ave. Fullerton, CA. 92831 Fax: 714.843.5194

Contact Person: Ron Bieber, President No. of years in business: 30

Is the firm currently certified as a DBE under 49 CFR Part 26? YES NO

Type of work/services/materials provided by firm? Crack Seal

What was your firm's Gross Annual receipts for last year?

- Less than \$1 Million
- Less than \$5 Million
- Less than \$10 Million
- Less than \$15 Million
- More than \$15 Million

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BID ADDENDUM NO. 5

Project and Specification No. 22-01

CITY OF COSTA MESA BIDDERS LIST

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Firm Name: SMITHSON ELECTRIC, INC. Phone: 714-977-9556

Address: 1938 E. KATELLA AVENUE Fax: 714-997-9559
ORNAGE, CA. 92867

Contact Person: PATRICK T. SMITHSON No. of years in business: 33

Is the firm currently certified as a DBE under 49 CFR Part 26? YES NO

Type of work/services/materials provided by firm? INSTALLATION OF TRAFFIC LOOP DETECTORS

What was your firm's Gross Annual receipts for last year?

- Less than \$1 Million
- Less than \$5 Million
- Less than \$10 Million
- Less than \$15 Million
- More than \$15 Million

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3.


Bidder's Initials

BID ADDENDUM NO. 5

Project and Specification No. 22-01

CITY OF COSTA MESA BIDDERS LIST

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Firm Name: CL SURVEYING AND MAPPING, INC. Phone: 909-484-4200

Address: 400 EAST RINCON STREET SUITE 202 Fax: 909-848-4229
CORONA, CA. 92879

Contact Person: LAM LE No. of years in business: 15

Is the firm currently certified as a DBE under 49 CFR Part 26? YES NO

Type of work/services/materials provided by firm?

What was your firm's Gross Annual receipts for last year?

- Less than \$1 Million
- Less than \$5 Million
- Less than \$10 Million
- Less than \$15 Million
- More than \$15 Million

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3.


Bidder's Initials

BID ADDENDUM NO. 5

Project and Specification No. 22-01

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Firm Name: CHRISP COMPANY Phone: 909-746-0356

Address: 2280 SOUTH LILAC AVENUE Fax: 909-746-0354
BLOOMINGTON, LA. 92316

Contact Person: TREVOR OESTERBLOD No. of years in business: 43

Is the firm currently certified as a DBE under 49 CFR Part 26? YES NO

Type of work/services/materials provided by firm? STRIPING & SIGNAGE

What was your firm's Gross Annual receipts for last year?

- Less than \$1 Million
- Less than \$5 Million
- Less than \$10 Million
- Less than \$15 Million
- More than \$15 Million

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3.


Bidder's Initials

BID ADDENDUM NO. 5

Project and Specification No. 22-01

CITY OF COSTA MESA BIDDERS LIST

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Firm Name: SUPERIOR PAVEMENT MARKINGS, INC. Phone: 714-995-9100

Address: 5312 CYPRESS STREET Fax: 714-955-9400
CYPRESS, CA. 90630

Contact Person: DARREN VELTZ No. of years in business: 22

Is the firm currently certified as a DBE under 49 CFR Part 26? YES NO

Type of work/services/materials provided by firm? STRIPING, MARKINGS & SIGNAGE

What was your firm's Gross Annual receipts for last year?

- Less than \$1 Million
- Less than \$5 Million
- Less than \$10 Million
- Less than \$15 Million
- More than \$15 Million

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Bidder's Initials

BID ADDENDUM NO. 5

Project and Specification No. 22-01

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Firm Name: MD RUBBERIZED CRACK FILL INC. Phone: (949) 273-6130

Address: 32 RANCHO CIRCLE Fax: (949) 446-4454
LAYE FOREST CA. 92630

Contact Person: MIKE MORGAN No. of years in business: 9

Is the firm currently certified as a DBE under 49 CFR Part 26? YES NO

Type of work/services/materials provided by firm? RUBBERIZED CRACK SEAL

What was your firm's Gross Annual receipts for last year?

- Less than \$1 Million
- Less than \$5 Million
- Less than \$10 Million
- Less than \$15 Million
- More than \$15 Million

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3.

JN
Bidder's Initials

BID ADDENDUM NO. 5

Project and Specification No. 22-01

CITY OF COSTA MESA BIDDERS LIST

All bidders/proposers are required to provide the following information for all DBE and non-DBE subcontractors and suppliers, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their bid/proposal. City of Costa Mesa will use this information to maintain and update a "Bidders List" to assist in evaluating the level of DBE participation on all Public Works projects. To the extent permitted by law, all information submitted will be held in confidence.

If Bidders List information is not submitted with the bid, it shall be submitted to the City of Costa Mesa, Construction Management Division, 77 Fair Drive, Costa Mesa, CA 92626, no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following the bid opening. Bidders List information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Failure to submit the required Bidders List information by the time specified will be grounds for finding the bid or proposal non-responsive.

Firm Name: SUPERIOR PAVEMENT MARKINGS, INC. Phone: 714-995-9100

Address: 5312 CYPRESS STREET Fax: 714-955-9400
CYPRESS, CA. 90630

Contact Person: DARREN VELTZ No. of years in business: 22

Is the firm currently certified as a DBE under 49 CFR Part 26? YES NO

Type of work/services/materials provided by firm? STRIPING, MARKINGS & SIGNAGE

What was your firm's Gross Annual receipts for last year?

- Less than \$1 Million
- Less than \$5 Million
- Less than \$10 Million
- Less than \$15 Million
- More than \$15 Million

This form can be duplicated if necessary to report all bidders (DBE subcontractors, non-DBE subcontractors and/or suppliers' information).


Bidder's Initials

BID ADDENDUM NO. 5

Project and Specification No. 22-01

CITY OF COSTA MESA BIDDERS LIST

All bidders/proposers are required to provide the following information for all DBE and non-DBE subcontractors and suppliers, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their bid/proposal. City of Costa Mesa will use this information to maintain and update a "Bidders List" to assist in evaluating the level of DBE participation on all Public Works projects. To the extent permitted by law, all information submitted will be held in confidence.

If Bidders List information is not submitted with the bid, it shall be submitted to the City of Costa Mesa, Construction Management Division, 77 Fair Drive, Costa Mesa, CA 92626, no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following the bid opening. Bidders List information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Failure to submit the required Bidders List information by the time specified will be grounds for finding the bid or proposal non-responsive.

Firm Name: PCI Phone: 562-218-0604

Address: 2868 ORANGE AVENUE STE. 2100
SIGNAL HILL, CA. 90755 Fax: 625-612-0922

Contact Person: EVAN GURNEY No. of years in business: _____

Is the firm currently certified as a DBE under 49 CFR Part 26? YES NO

Type of work/services/materials provided by firm? SIGNING & STRIPING

What was your firm's Gross Annual receipts for last year?

- Less than \$1 Million
- Less than \$5 Million
- Less than \$10 Million
- Less than \$15 Million
- More than \$15 Million

This form can be duplicated if necessary to report all bidders (DBE subcontractors, non-DBE subcontractors and/or suppliers' information).

3.


Bidder's Initials

BID ADDENDUM NO. 5

Project and Specification No. 22-01

CONTRACT ASSURANCE

The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate.

The CONTRACTOR will require that the above provision is included in all subcontracts.


Bidder's Initials

BID ADDENDUM NO. 5

Project and Specification No. 22-01

NONCOLLUSION AFFIDAVIT

The bidders, by its officers and agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way directly or indirectly entered into any arrangement or agreement with any other bidder, or with any public officer of such CITY OF COSTA MESA whereby such affiant or affiants or either of them has paid or is to pay to such bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for on the attached bids; that no bid has been accepted from any subcontractor or supplier through any bid depository, the By-Laws, Rules, or Regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or supplier which is not processed through said bid depository, or which prevent any subcontractor or supplier from bidding to any Contractor who does not use the facilities or accept bids from or through such bid depository; that bidder has not bid as subcontractor to other bidders; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contracts sought by this bid.

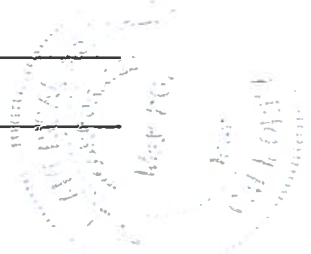
All American Asphalt

Contractor Firm Name
Michael Farkas

Name of Principal
Secretary

Title

Signature



Subscribed and sworn to before me by:

This ___ day of _____, 20__.

My Commission Expires: _____

Notary Public

Bidder's Initials

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 Riverside

Subscribed and sworn to (or affirmed) before me on this 1st day of April, 2022.
Date Month

By (1) Michael Farkas
Name of Signer

Proved to me on the basis of satisfactory evidence be the person who appeared before me (.) (,)

(and

(2) _____
Name of Signer

Proved to me on the basis of satisfactory evidence be the person who appeared before me.)



Place Notary Seal Above

Signature *Kenona Nazari*
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document Non-Collusion

Document Date: 04-1-2022 Number of Pages: 1

Signer(s) Other Than Named Above: None

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

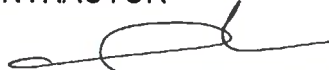
RIGHT THUMBPRINT OF SIGNER
Top of thumb here

**CONTRACTOR'S CERTIFICATION
OF
WORKERS' COMPENSATION INSURANCE REQUIREMENTS
FOR
PUBLIC WORKS PROJECTS
(Labor Code §1861)**

I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

Dated: 04/01/22

CONTRACTOR



Michael Farkas, Secretary.

All American Asphalt

Company Name

PROJECT: WILSON STREET IMPROVEMENT PROJECT,
CITY PROJECT 22-01 (CDBG)


Bidder's Initials

BID ADDENDUM NO. 5

Project and Specification No. 22-01

DRUG-FREE WORKPLACE POLICY

CONTRACTOR, upon notification of contract award, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a CITY contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. Failure to establish a program, notify employees, or inform CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by CITY.

CONTRACTOR shall conform to all the requirements of CITY'S Policy No. 100-5. A copy of this policy is attached to the sample contract agreement as an attachment in the Project Specifications.


Bidder's Initials

BID ADDENDUM NO. 5

SECTION 14. FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

Refer to "FR" pages within the Special Provisions Section and the following seven (7) pages.

14.1	14.1
14.2	14.2
14.3	14.3
14.4	14.4
14.5	14.5
14.6	14.6
14.7	14.7
14.8	14.8
14.9	14.9
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14.100	14.100

BID ADDENDUM NO. 5

Federal Requirements (BID PROPOSAL)

Federal Lobbying Restrictions:

Section 1352, Title 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier subrecipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a federal agency or Congress in connection with the awarding of any federal-aid contract, the making of any federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than federal funds have been paid for the same purposes in connection with this federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for federal-aid contracts regarding payment of funds to lobby Congress or a federal agency is included in the Proposal. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Proposal. Signing the Proposal shall constitute signature of the Certification.

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

BID ADDENDUM NO. 5

Design Engineer May Not Bid On Construction Contract

No engineering or architectural firm which has provided design services for a project shall be eligible to bid on the contract to construct the project. The firms ineligible to bid include the prime contractor for design, subcontractors of portions of the design, and affiliates of either. An affiliate is a firm which is subject to the control of the same persons, through joint ownership or otherwise.

BID ADDENDUM NO. 5

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

BID ADDENDUM NO. 5

**NONLOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

BID ADDENDUM NO. 5

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: a. contract
 b. grant
 c. cooperative agreement
 d. loan
 e. loan guarantee
 f. loan insurance

2. Status of Federal Action: a. bid/offer/application
 b. initial award
 c. post-award

3. Report Type: a. initial
 b. material change
 For Material Change Only:
 year _____ quarter _____
 date of last report _____

4. Name and Address of Lobbying Entity
 Prime Subaward
 Tier _____

5. Lobbying Entity in No. 4 is Subawardee, Name and Address of Prime:

6. Federal Department/Agency: Congressional District, if known _____
Federal Program Name/Description: Congressional District, if known _____

8. Federal Action Number: _____
9. Award Amount, if known: _____

10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)
b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)

***NOT APPLICABLE
 (attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)
 \$ _____ actual planned

12. Form of Payment (check all that apply):
 a. cash
 b. in-kind; specify: nature _____
 value _____

13. Type of Payment (check all that apply)
 a. retainer
 b. one-time fee
 c. commission
 d. contingent fee
 e. deferred
 f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:
 (attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes No

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____
 Print Name: Michael Farkas
 Title: Secretary
 Telephone No.: 951-763-7600 Date: 04/01/22

Federal Use Only: Authorized for Local Reproduction
 Standard Form - LLL

Standard Form LLL Rev. 09-12-97

BID ADDENDUM NO. 5

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

Proposal

BID ADDENDUM NO. 5

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

BID ADDENDUM NO. 5

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: 04/01/22



All American Asphalt

[Handwritten Signature]

Michael Farkas, Secretary.

Signature and Title of Bidder

Business Address PO Box 2229, Corona, Ca. 92878

Place of Business 400 E. Sixth Street, Corona, CA. 92879

Place of Residence Corona, CA. 92879

PUBLIC CONTRACT CODE

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____, has not been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No

If the answer is yes, explain the circumstances in the following space.

BID ADDENDUM NO. 5

PUBLIC CONTRACT CODE 10232 STATEMENT

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**AFFIRMATIVE ACTION QUESTIONNAIRE
ORDINANCE NUMBER 1451**

Paragraph B.1, Section 1.

1. All contractors and subcontractors shall submit for approval to the Affirmative Action Officer of the City and Federal Government, when necessary, prior to the award of a contract, a written Affirmative Action Program in which the contractor or subcontractor, as the case may be, agrees to meet the following minimum requirements:
 - a. The contractor or subcontractor shall recruit and hire a work force that reflects the ethnic composition of the resident population of the City. The most current census data shall be used as a guide in determining such required composition. In order to further the purpose of the project, the work force shall be recruited from the following areas in the order of their priority:
 1. The resident population of the official target areas of the City, as may be designated by the Affirmative Action Department or the Council;
 2. The resident population of the City as a whole; and
 3. No contractor or subcontractor shall be found to be in noncompliance solely on account of its goals within its timetable, but such contractors shall be given the opportunity to demonstrate that it has instituted all of the specific affirmative action steps specified in Paragraph B, Subsection I, and has made every good faith effort to make these steps work toward the attainment of its goals within its timetables, all to the purpose of expanding minority and residential manpower utilization on all of its projects in the Costa Mesa community;
 4. The resident population of the unincorporated areas of the County contiguous to the City.
 - b. The contractor and all subcontractors shall be required to establish a plan for the hiring of minority workers. Such a plan shall include referral procedures for hiring programs, or any other comparable programs. The contractor or subcontractor pursuant to any such plan shall utilize any applicable Federal or locally subsidized program for the training and hiring of minority workers.
2. Upon acceptance of the respective Affirmative Action Programs by the Affirmative Action Officer of the City, such programs shall become a part of the contractor's and subcontractor's contracts as if fully set forth in its terms and conditions.

BID ADDENDUM NO. 5

3. Compliance with the Affirmative Action Program Requirements shall be measured from the initial day of performance under the contract.

Title of Officer Signing Michael Farkas, Secretary.

Signature




Date

04/01/22

IMPORTANT: This report must be completed by the prime contractor and each subcontractor. Complete all items unless otherwise instructed. If additional space is needed, use separate 8-1/2 x 11 blank sheets. **SUBMIT ORIGINAL OF THIS QUESTIONNAIRE TO: City Manager, City Manager's Office, P.O. Box 1200, Costa Mesa, California 92626.**

BID ADDENDUM NO. 5

Part I Prime Contractor AI American Asphalt
Subcontractor

1. Name and address of reporting unit covered by this questionnaire.
All American Asphalt 400 E. Sixth Street, Corona, CA. 92879
2. Name and address of principal official or manager.
Edward J. Carlson, Vice President. 400 E. Sixth Street, Corona, Ca. 92879. 951-736-7600
3. Name and address of principal officer of the company.
Marke Luer, President. 400 E. Sixth Street Corona, CA. 92879
4. Name and address of parent company if an affiliated corporation.
N/A
5. Name and address of subcontractor(s). (Complete only if this is a subcontractor's report.)
To Follow
6. Name and address of prime contractor. (Complete only if this is a subcontractor's report.)
All American Asphalt 400 E. Sixth Street, Corona, CA. 92879
7. 
Signature and Title of Authorized Representative Michael Farkas, Secretary.
8. 04/01/22
Date

Part II

1. Attach a statement of your company's policy on equal employment opportunity to all persons without regard to race, creed, color, national origin, or ancestry and describe what specific steps have been taken to put this policy into effect.
2. Have you informed company officials and representatives regarding the nondiscrimination provisions of City of Costa Mesa contracts? Yes



ALL AMERICAN ASPHALT
ALL AMERICAN AGGREGATES

10000 W. 10th Street, Suite 100
Denver, Colorado 80202
303.751.1000
www.allamericanasphalt.com

EEO-AFFIRMATIVE ACTION PROGRAM - BASIC POLICY

TO ALL AMERICAN ASPHALT PERSONNEL:

IT IS THE STATED POLICY OF ALL AMERICAN ASPHALT THAT ALL EMPLOYEES AND APPLICANTS SHALL RECEIVE EQUAL CONSIDERATION AND TREATMENT. ALL RECRUITMENT, HIRING, PLACEMENT, TRANSFER AND PROMOTIONS WILL BE ON THE BASIS OF QUALIFICATIONS OF THE INDIVIDUAL FOR THE POSITION BEING FILLED WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, MARITAL STATUS, NATIONAL ORIGIN, ANCESTRY, DISABILITY (MENTAL AND PHYSICAL, INCLUDING HIV AND AIDS), MEDICAL CONDITION (CANCER AND GENETIC CHARACTERISTICS), AND/OR AGE (40 AND OVER). ALL OTHER PERSONNEL ACTIONS, SUCH AS COMPENSATION, BENEFITS, LAYOFFS, RETURN FROM LAYOFF, TERMINATION'S, TRAINING AND SOCIAL AND RECREATIONAL PROGRAMS ARE ADMINISTERED WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, MARITAL STATUS, NATIONAL ORIGIN, ANCESTRY, DISABILITY (MENTAL AND PHYSICAL, INCLUDING HIV AND AIDS), MEDICAL CONDITION (CANCER AND GENETIC CHARACTERISTICS), AND/OR AGE (40 AND OVER).

EQUAL OPPORTUNITY IS A CONTINUING EFFORT AND REQUIRES THE FULL SUPPORT OF ALL OF US TO ENSURE THE DEVELOPMENT OF OUR MINORITY AND FEMALE EMPLOYEES. EACH POSSIBILITY TO HIRE OR PROMOTE SHOULD BE VIEWED AS AN OPPORTUNITY TOWARD OUR GOAL OF A FULLER UTILIZATION OF OUR MINORITY AND FEMALE EMPLOYEES. EACH MANAGER WILL COMMUNICATE TO EMPLOYEES THAT OUR COMMITMENT TO AN AFFIRMATIVE ACTION PROGRAM IS REAL, IS SUPPORTED BY OUR COMPANY, AND HAS A HIGH PRIORITY. WE ENCOURAGE ALL OF OUR EMPLOYEES TO PARTICIPATE IN THIS EFFORT BY ENCOURAGING MINORITIES AND FEMALES TO APPLY FOR EMPLOYMENT AND TO SEEK PROMOTIONS.

FOR ASSISTANCE IN THE EQUAL OPPORTUNITY PROGRAM, MANAGERS AND EMPLOYEES SHOULD CONTACT MARK LUER, EEO COORDINATOR AT (951) 736-7600. HE HAS THE SPECIFIC RESPONSIBILITIES TO MONITOR AND ASSESS THE PROGRESS FOR OUR EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS.

MARK LUER
PRESIDENT

BID ADDENDUM NO. 5

3. Have you examined your company's practices regarding assignments, layoffs, or transfers of your employees from one job to another for evidence of practice or employment pattern that might appear to be discriminatory and based upon race, religion, or national origin? Are they nondiscriminatory? Yes & Nondiscriminatory
4. Do you have educational or training programs sponsored or financed for the benefit of employees or prospective employees? Yes - Safety Programs
- a) How many people participate in these programs? 100%
- b) How many are minorities? 85%
- c) Does your help wanted advertising state that you are an equal opportunity employer, male or female? Yes
5. Are any apprentices obtained from sources outside the employer's work force? Yes If yes, have you circulated information about apprenticeship openings or opportunities to the following?

State Employment Office N/A

Newspapers or other media Advertisement online & send letters

High schools, including those in minority group areas N/A

Local trade or vocational schools, including those with minority group students

682 Laborers Union - E. Chesnut Avenue, Santa Ana, Ca. 92701

Agencies and/or organizations specializing in minority employment Local 652 Laborers Union

Federal or State apprenticeship representatives _____

Name Frank Ramaro 714-542-7203

Other - Name _____

6. If you are a prime contractor, have all subcontractors covered by these compliance inspection reports been instructed as to their contractual obligations relating to the nondiscrimination provisions of the City of Costa Mesa contracts? Yes
7. Have all recruitment sources been advised that all qualified applicants will receive consideration for employment without regard to race, color, creed or national origin? Yes
8. Identify (names and addresses) the employment agencies, personal recruitment organizations, newspaper advertising or other nonunion sources from which the company recruits its personnel.

N/A - Apprentices recieved from union recruiter

BID ADDENDUM NO. 5

Part III

1. Have you a collective bargaining agreement with a labor union or other organization?

Yes _____

2. If yes, specify the union(s) or organization(s).

652 Laborers Union E. Chestnut Avenue, Santa Ana, Ca. 92701

3. Have you advised the labor union and/or worker organization of the company's responsibility under the nondiscrimination provisions of City contracts?

Yes _____

4. Approximately what percentage of your employees covered by union agreements are referred by or hired through the unions?

Only hire through our union / 100% Field Personnel Are Union

5. Does the company's collective bargaining agreement or other contract or understanding with a labor union (or unions) or other worker organization include a nondiscrimination in employment provision? Yes _____

6. Is there any labor union or worker organization policy which prevents you from fulfilling your obligations under the nondiscrimination provisions of City contracts?

No _____

If so, specify N/A

7. Specify the trade(s) or craft(s) involved in this contract.

Cement Masons, Laborers and Operators



Home

Case Search Results

International Union of Operating Engineers, Local Union No. 12 (All American Asphalt)

Follow

Case Number: 21-CB-292675

Location: Corona, CA

Date Filed: 03/21/2022

Region Assigned: Region 21, Los Angeles, California

Status: Open

Docket Activity

Items per page

10

Date	Document	Issued/Filed By
03/22/2022	Initial Letter to Employer in C Case*	NLRB - GC
03/22/2022	Initial Letter to Charging Party*	NLRB - GC
03/22/2022	Initial Letter to Charged Party*	NLRB - GC
03/21/2022	Signed Charge Against Union*	Charging Party

The Docket Activity list does not reflect all actions in this case.

* This document may require redactions before it can be viewed. To obtain a copy, please file a request through our FOIA Branch.

Related Documents

Related Documents data is not available.

Allegations

- 8(b)(1)(A) Duty of Fair Representation, incl'g Superseniority, denial of access

Participants

Participant	Address	Phone
Charging Party	700 S. Flower Street	(213)431-6209
Legal Representative	10th Floor, #1067	
Okadigbo, Chaka	Los Angeles, CA	
HKM Employment	90017	
Attorneys LLP		
Charged Party /	PASADENA, CA	
Respondent	91103	
Union		
INTERNATIONAL UNION		
OF OPERATING		
ENGINEERS, LOCAL 12,		
AFL-CIO		
Charging Party		
Individual		

Participant	Address	Phone
Involved Party	Corona, CA	
Employer	92878	
All American Asphalt		

Related Cases

Related Cases data is not available.

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BID ADDENDUM NO. 5

**CERTIFICATION WITH REGARD TO THE PERFORMANCE
OF PREVIOUS CONTRACTS OR SUBCONTRACTS
SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE
AND THE FILING OF REQUIRED REPORTS**

The bidder All American Asphalt,
proposed subcontractor _____,
hereby certifies that he has , has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater).

FEDERAL PROJECT NUMBER:

Photocopy this form for additional firms.

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts	
				DIR Reg Number				
MD Rubberized Crackfill, LLC 32 Rancho Circle	4A & 4B CRACK SEAL	CRACKSEAL SUBCONTRACT AMOUNT: \$ 19,500.00	100%	986686 EXP. 9/30/23	N	N/A	< \$1 million	
				1000006438 EXP. 6/30/22			< \$5 million	
							<input checked="" type="checkbox"/>	< \$10 million
								< \$15 million
								Age of Firm in years
Superior Pavement Markings, Inc. 5312 Cypress Street Cypress, Ca. 90630	14A,14B,15A,15B, 16A,16B,24A,25B STRIPING	STRIPING SUBCONTRACT AMOUNT \$	100%	776306 EXP. 08/31/23	N	N/A	< \$1 million	
				1000001476 EXP. 06/30/22			< \$5 million	
							<input checked="" type="checkbox"/>	< \$10 million
								< \$15 million
								Age of Firm in years
CASELAND SURVEYING, INC. 614 N. ECKHOFF STREET ORANGE, CA. 92868	17A & 17B SURVEY	SURVEY SUBCONTRACT AMOUNT: \$	100%	L5411 EXP.	N	N/A	< \$1 million	
				1000001533 EXP. 06/30/22			< \$5 million	
								< \$10 million
								< \$15 million
								Age of Firm in years
SMITHSON ELECTRIC, INC. 1938 E. KATELLA AVE. ORNAGE, CA. 92867	22A,22B,23A,23B LOOPS	SURVEY SUBCONTRACT AMOUNT: \$	100%	6145418 EXP. 03/31/23	N	N/A	< \$1 million	
				1000001610 EXP. 06/30/22			< \$5 million	
							<input checked="" type="checkbox"/>	< \$10 million
								< \$15 million
								Age of Firm in years
NAME								< \$1 million
								< \$5 million
City, State								< \$10 million
								< \$15 million
								Age of Firm in years
NAME								< \$1 million
								< \$5 million
City, State								< \$10 million
								< \$15 million
								Age of Firm in years
NAME								< \$1 million
								< \$5 million
City, State								< \$10 million
								< \$15 million
								Age of Firm in years
NAME								< \$1 million
								< \$5 million
City, State								< \$10 million
								< \$15 million
								Age of Firm in years

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractors who provided a quote or bid but **were not selected** to participate as a subcontractor on this project.

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER: 22-01

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
				DIR Reg Number			
CL SURVEYING AND MAPPING, INC. 400 E. RINCON STREET STE. 202 CORONA, CA. 92879	17A & 17B SURVEY	SURVEY: \$20,000.00	100%	SURVEYOR:8231	Y	38284	< \$1 million
				1000007166 EXP. 6/30/22			<input checked="" type="checkbox"/> < \$5 million
BC Trraffic Socialist 13261 Garden Grove Blvd. Garden Grove, Ca. 92843	22A,22B,23A, 23B Loops	\$129,900.25	100%	877686	N		< \$1 million
				1000005503			<input checked="" type="checkbox"/> < \$5 million
Rubberized Crackfiller Sealant, Inc. 800 E. Walnut Ave. Fullerton, CA. 92831	4A & 4B CRACK SEAL	CRACKSEAL: \$	100%	998877 Exp. 11/30/22			< \$1 million
				1000010726 Exp. 6/30/22			<input checked="" type="checkbox"/> < \$5 million
Pavement Rehab Company 1181 Princess Ct. Costa Mesa, Ca. 92626	4A & 4B CRACK SEAL	CRACKSEAL: \$	100%	1051374	N		< \$1 million
				1000064823			<input checked="" type="checkbox"/> < \$5 million
PCI 2896 ORANGE AVENUE STE. 210 SIGNAL HILL, CA.	14A,14B,15A,15B, 16A,16B,24A,24B STRIPING	STRIPING: \$	100%	415490 EXP. 7/31/23	N		< \$1 million
				1000813536 EXP. 6/30/22			<input checked="" type="checkbox"/> < \$5 million
CHRISP COMPANY 2280 SOUTH LILAC AVENUE BLOOMINGTON, CA. 92316	14A,14B,15A,15B, 16A,16B,24A,24B STRIPING	STRIPING: \$	100%	374600 EXP. 05/31/23	N		< \$1 million
				1000000306 EXP. 6/30/22			<input checked="" type="checkbox"/> < \$5 million
TRAFFIC LOOPS CRACKFILLING, INC. 946 S. EMEALD STREET ANAHEIM, CA. 92804	22A,22B,23A,23B LOOPS	LOOPS: \$ 39,500.00	100%	652956 EXP. 8/31/22	Y	38033	< \$1 million
				1000003794 EXP. 6/30/22			<input checked="" type="checkbox"/> < \$5 million
NAME							< \$1 million
							< \$5 million
City, State							< \$10 million
							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
City, State							< \$10 million
							< \$15 million
							Age of Firm in years

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: CITY OF COSTA MESA 2. Contract DBE Goal: N/A
 3. Project Description: Street Improvements, Signing and Striping Modifications, Instaliton of New Concrete
 4. Project Location: Wilson Street
 5. Bidder's Name: All American Asphalt 6. Prime Certified DBE: 7. Bid Amount: \$1,795,390.50
 8. Total Dollar Amount for ALL Subcontractors: \$179,117.75 9. Total Number of ALL Subcontractors: 4

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount

Local Agency to Complete this Section upon Execution of Award		15. TOTAL CLAIMED DBE PARTICIPATION	0.00%
21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____ 25. Award Amount: _____			0.00%
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.	
26. Local Agency Representative's Signature _____	27. Date _____	16. Preparer's Signature _____	17. Date <u>04/01/22</u>
28. Local Agency Representative's Name _____	29. Phone _____	18. Preparer's Name <u>Michael Farkas</u>	19. Phone <u>951-736-7600</u>
30. Local Agency Representative's Title _____		20. Preparer's Title <u>Secretary</u>	

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
 3. Include additional copy with award package.

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date 04/04 @2 PM PE/CE

Federal-aid Project No(s) 22-01 Bid Opening Date 04/04/ @ 2 PM CON

The All American Asphalt established a Disadvantaged Business Enterprise (DBE) goal of 0.00% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, please attach additional sheets as needed:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
****PLEASE SEE ATTACHED GOOD FAITH	

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
***PLEASE SEE ATTACHED GOOD FAITH OUTREACH LOG		

C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
4A & 4B	Pick N	CRACK SEAL		0.00% 1.09%
14A, 14B, 15A, 15B, 16A, 16B, 24A, & 25B	Pick N	STRIPING		0.00% 5.90%
17A & 17B	Pick N	SURVEY		0.00% 1.27%
22A, 22B, 23A & 23B	Pick N	LOOPS		0.00% 1.85%

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs: CL SURVEYING AND MAPPING, INC.

PCI

BC Traffic Specialist - Prices

CHRISP COMPANY
TRAFFIC LOOPS CRACKFILLING, INC. - PRICING

Pavement Rehab Company - Prices

Traffic Loops Crackfilling, Inc

Names, addresses and phone numbers of firms selected for the work above:

CL SURVEYING AND MAPPING, INC.
614 N. ECKHOFF STREET
ORANGE, CA. 92868

CHRISP COMPANY
2280 SOUTH LILAC AVENUE
BLOOMINGTON, CA. 92316

Traffic Loops Crackfilling, Inc
946 S. EMEALD STREET
AHEIM, CA. 92804

PCI
2868 ORANGE AVENUE STE. 2100
SIGNAL HILL, CA. 90755

TRAFFIC LOOPS CRACKFILLING, INC.
946 S. EMERALD STREET
ANAHEIM, CA. 92804

BC Traffic Specialist
13261 Garden Grove Blvd.
Garden Grove, Ca. 92843

Pavement Rehab Company
1181 Princess Ct.
Costa Mesa, Ca. 92626

E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

****PLEASE SEE ATTACHED GOOD FAITH EFFORTS
-LETTERS
-ADVERTISEMENT

- F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

*** PLEASE SEE ATTACHED GOOD FAITH LETTERS & ADVERTISEMNT

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
****PLEASE SEE ATTACHED GOOD FAITH		

- H. Any additional data to support a demonstration of good faith efforts:

****PLEASE SEE ATTACHED GOOD FAITH EFFORTS
-LETTERS
-ADVERTISEMENT



Contractor Name: All American Asphalt Bid Date: 03/31/22 @ 2:00 PM
 Job Name: WILSON STREET IMPROVEMENTS, NO. 22-01 (CDBG)

DBE / SEC. 3 Business Contact Log
for Documenting Contact with: DBE & SEC. 3 Local Businesses

Date	Time	Mode of Contact	Company	Phone or Fax (if fax was sent)	Contact Person	Results of Conversation
3/29/2022	11:15 AM	Fed Ex	Global Road Sealing, Inc.	See Attached	Estimating	See Attached
3/29/2022	11:15 AM	Fed Ex	CAT Tracking, Inc.	See Attached	Estimating	See Attached
3/29/2022	11:15 AM	Fed Ex	Mission Paving and Sealing, Inc.	See Attached	Estimating	See Attached
3/29/2022	11:15 AM	Fed Ex	California Professional Engineering, Inc.	See Attached	Estimating	See Attached
3/29/2022	11:15 AM	Fed Ex	CL Surveying and Mapping	See Attached	Estimating	See Attached
3/29/2022	11:15 AM	Fed Ex	Caseland Surveying, Inc.	See Attached	Estimating	See Attached
3/29/2022	11:15 AM	Fed Ex	Traffic Loops Crackfilling, Inc.	See Attached	Estimating	See Attached
3/29/2022	11:15 AM	Fed Ex	CEI Construction Division of Crescendo Electronic, Inc.	See Attached	Estimating	See Attached
3/29/2022	11:15 AM	Fed Ex	Smithson Electric, Inc.	See Attached	Estimating	See Attached
3/29/2022	11:15 AM	Fed Ex	E-Nor Innovations	See Attached	Estimating	See Attached
3/29/2022	11:15 AM	Fed Ex	Payco Specialities, Inc.	See Attached	Estimating	See Attached
3/29/2022	11:15 AM	Fed Ex	All for 1 Engineering	See Attached	Estimating	See Attached
3/29/2022	11:15 AM	Fed Ex	J&S Striping	See Attached	Estimating	See Attached
3/29/2022	11:15 AM	Fed Ex	Super Seal and Striping	See Attached	Estimating	See Attached
3/29/2022	11:15 AM	Fed Ex	Abatique & Associates, Inc.	See Attached	Estimating	See Attached
3/29/2022	11:15 AM	Fed Ex	J&S Striping	See Attached	Estimating	See Attached



ALL AMERICAN ASPHALT
ALL AMERICAN AGGREGATES

TEL: (951) 736-7600 FAX: (951) 733-4671
P.O. BOX 2229 CORONA, CA 92628-1229
CONTRACTORS LICENSE #267073 A/C/LP
DIR #1000001351

March 29, 2022

Global Road Sealing, Inc.
10832 Dorothy Avenue
Garden Grove, Ca. 92843

ATTN: Estimating

We are bidding the following Project:

Project: Wilson Street Improvement Project City Project No. 22-01 CDBG Federally Funded Project
Bids on Thursday March 31st at 2:00 PM. We are requesting bids from Section 3 & DBE Subcontractors and Suppliers for the following items of work:

- Traffic Loops
- Survey
- Striping / Markings / Removals / Signage
- Crack Seal

We have Plans and Specifications for review in our office. If you have any questions, please contact Kimberly Bird at (951) 736-7600. Please submit quotes to publicworks@allamericanasphalt.com.

Sincerely,

Mackenzie Ruff
Project Manager Assistant

ORIGIN: ONTARIO (951) 736-7600
KENONA NAZARI
ALL AMERICAN ASPHALT
400 EAST SIXTH STREET
CORONA, CA 92879
UNITED STATES US

SHIP DATE: 29MAR22
ACTWGT: 1.00 LB
CAD: 9489849INNET4460

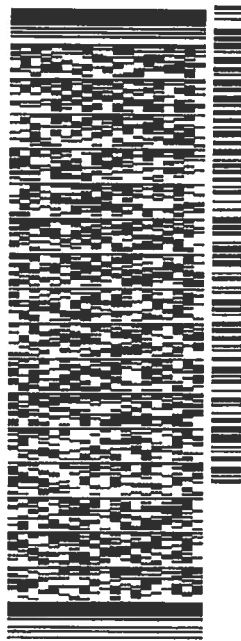
BILL SENDER

TO ESTIMATING
GLOBAL ROAD SEALING
10832 DORTHY AVE.

GARDEN GROVE CA 92843

REF: GOOD FAITH - COSTAMESA

PO: DEPT:

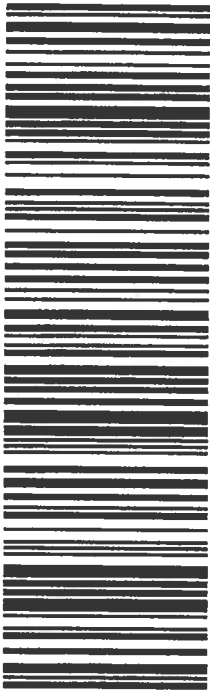


56DJ11E3B/FE4A

TRK# 7764 2941 9389
0201

WED - 30 MAR 4:30P
STANDARD OVERNIGHT

WZAPVA 92843
CA-US SNA



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ALL AMERICAN ASPHALT
ALL AMERICAN AGGREGATES

T 951-736-7600 F 951-739-4671
PO BOX 2129 CORONA, CA 92629-0219
CONTRACTORS LICENSE #267073 A/C/LP
DIR #1000011051

March 29, 2022

Servitek Electric
385 Lemon Avenue 243
Walnut, CA. 91789

ATTN: Estimating

We are bidding the following Project:

Project: Wilson Street Improvement Project City Project No. 22-01 CDBG Federally Funded Project
Bids on Thursday March 31st at 2:00 PM. We are requesting bids from Section 3 & DBE
Subcontractors and Suppliers for the following items of work:

- Traffic Loops
- Survey
- Striping / Markings / Removals / Signage
- Crack Seal

We have Plans and Specifications for review in our office. If you have any questions, please contact Kimberly Bird at (951) 736-7600. Please submit quotes to publicworks@allamericanasphalt.com.

Sincerely,

Mackenzie Ruff
Project Manager Assistant

ORIGIN ID: ONTA (951) 736-7600
KENDONA NAZARI
ALL AMERICAN ASPHALT
400 EAST SIXTH STREET

SHIP DATE: 29MAR22
ACT WGT: 1.00 LB
CAD: 9489849/NET/4460

CORONA, CA 92879
UNITED STATES US

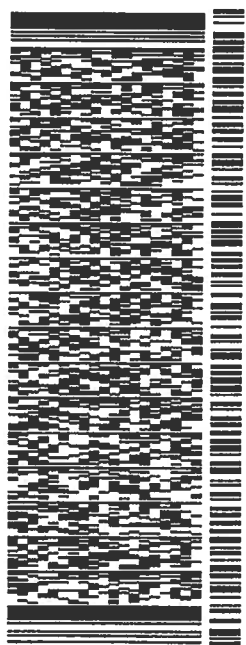
BILL SENDER

TO ESTIMATING
SERVITEK ELECTRIC
385 LEMON AVENUE STE 243

WALNUT CA 91789
INVT (000) 000-0000

REF: GOOD FAITH - COSTAMESA

DEPT: PO:

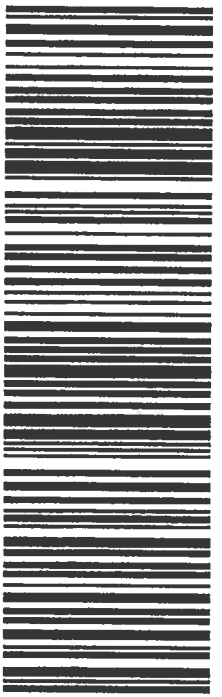


J221022010501uv

TRK# 7764 2949 0117
0201

WED - 30 MAR 10:30A
PRIORITY OVERNIGHT

WZ POCA 91789
CA-US LAX



56DJ1/1E3B/FE4A

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ALL AMERICAN ASPHALT
ALL AMERICAN AGGREGATES

T 951-736-7600 F 951-736-4671
PO BOX 2129 CORONA, CA 92629-2129
CONTRACTORS LIC #C 267073 ALLP
DIR #1100001151

March 29, 2022

CAT Tracking, Inc.
17 Commercial Avenue
Riverside, Ca. 92507

ATTN: Estimating

We are bidding the following Project:

Project: Wilson Street Improvement Project City Project No. 22-01 CDBG Federally Funded Project
Bids on Thursday March 31st at 2:00 PM. We are requesting bids from Section 3 & DBE
Subcontractors and Suppliers for the following items of work:

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- Survey
- Striping / Markings / Removals / Signage
- Crack Seal

We have Plans and Specifications for review in our office. If you have any questions, please contact Kimberly Bird at (951) 736-7600. Please submit quotes to publicworks@allamericanasphalt.com.

Sincerely,

Mackenzie Ruff
Project Manager Assistant

ORIGIN: DONTA (951) 736-7600
KENONA NAZARI
ALL AMERICAN ASPHALT
400 EAST SIXTH STREET

SHIP DATE: 29MAR22
ACTWGT: 1.00 LB
CAD: 9489849/IN/ET4460

CORONA, CA 92879
UNITED STATES US

BILL SENDER

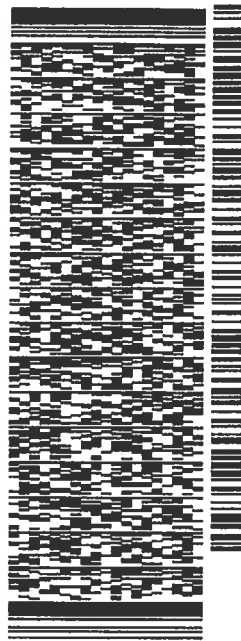
TO ESTIMATING
CAT TRACKING, INC
17 COMMERCIAL AVENUE

RIVERSIDE CA 92507

REF: GOOD FAITH - COSTA MESA

(000) 000-0000
INV
PO

DEPT:



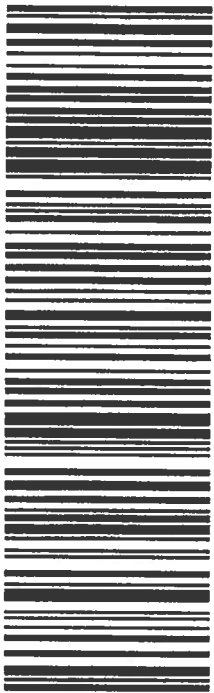
J221022010501uv

TRK# 7764 2951 6496
0201

WED - 30 MAR 10:30A
PRIORITY OVERNIGHT

WM MERA

92507
CA-US SBD



56DJ1/1E3B/FE4A

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ALL AMERICAN ASPHALT
ALL AMERICAN AGGREGATES

T 951-736-7600 F 951-736-4671
PO BOX 2229 CORONA CA 92628-1229
CONTRACTORS LICENSE #267073 ACEP
DIR #1000001051

March 29, 2022

Mission Paving and Sealing, Inc.
12747 Schabarum Avenue
Irwindale, Ca. 91706

ATTN: Estimating

We are bidding the following Project:

Project: Wilson Street Improvement Project City Project No. 22-01 CDBG Federally Funded Project
Bids on Thursday March 31st at 2:00 PM. We are requesting bids from Section 3 & DBE Subcontractors and Suppliers for the following items of work:

- Traffic Loops
- Survey
- Striping / Markings / Removals / Signage
- Crack Seal

We have Plans and Specifications for review in our office. If you have any questions, please contact Kimberly Bird at (951) 736-7600. Please submit quotes to publicworks@allamericanasphalt.com.

Sincerely,

Mackenzie Ruff
Project Manager Assistant

ORIGIN: DONTA (951) 736-7600
KENONA NAZARI
ALL AMERICAN ASPHALT
400 EAST SIXTH STREET

SHIP DATE: 29MAR22
ACTWGT: 1.00 LB
CAD: 9489849/INLT4460

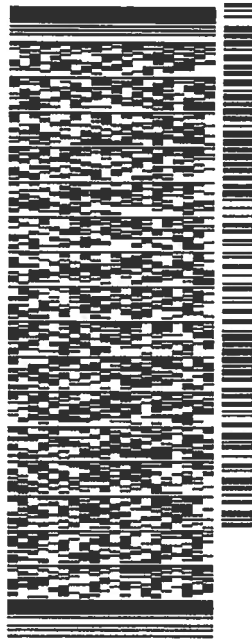
CORONA, CA 92879
UNITED STATES US

BILL SENDER

TO ESTIMATING
MISSION PAVING AND SEALING, INC
12747 SCHABARUM AVE

IRVINDALE CA 91706

(000) 000-0000 REF: GOOD FAITH - COSTA MESA
INV./ PO. DEPT.



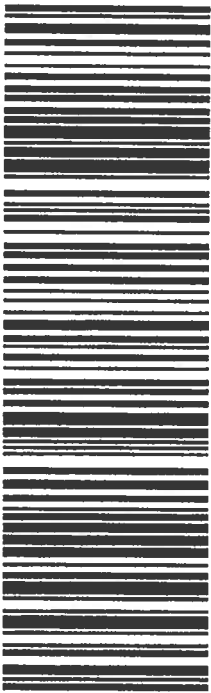
56DJ11E3B/FE4A

TRK# 7764 2953 2698
0201

WED - 30 MAR 10:30A
PRIORITY OVERNIGHT

WZ RBFA

91706
CA-US LAX



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ALL AMERICAN ASPHALT
ALL AMERICAN AGGREGATES

T 951-736-7600 F 951-736-4671
PO BOX 2229 CORONA, CA 92626-2229
CONTRACTORS LICENSE #26003 AACE
DIR #100000051

March 29, 2022

California Professional Engineering, Inc.
19062 San Jose Avenue
La Puente, Ca. 91748

ATTN: Estimating

We are bidding the following Project:

Project: Wilson Street Improvement Project City Project No. 22-01 CDBG Federally Funded Project
Bids on Thursday March 31st at 2:00 PM. We are requesting bids from Section 3 & DBE
Subcontractors and Suppliers for the following items of work:

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- Survey
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- Crack Seal

We have Plans and Specifications for review in our office. If you have any questions, please contact Kimberly Bird at (951) 736-7600. Please submit quotes to publicworks@allamericanasphalt.com.

Sincerely,

Mackenzie Ruff
Project Manager Assistant

ORIGIN D:ONTA (951) 736-7600
KENONA NAZARI
ALL AMERICAN ASPHALT
400 EAST SIXTH STREET

SHIP DATE: 29MAR22
ACTWGT: 1.00 LB
CAD: 9489849/INET4460

CORONA, CA 92879
UNITED STATES US

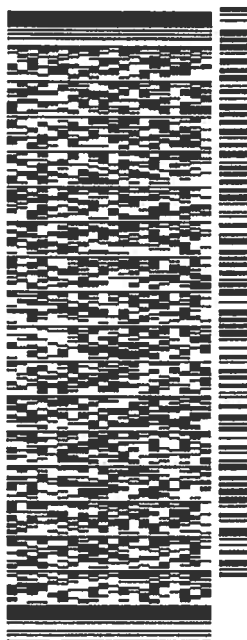
BILL SENDER

TO ESTIMATING
CALIFORNIA PROFESSIONAL ENGINEERING
19062 SAN JOSE AVENUE

56DJ11E3B/FE4A

LA PUENTE CA 91748

(626) 810-1338 REF BID LETTER - COSTAMESA
PO: DEPT:



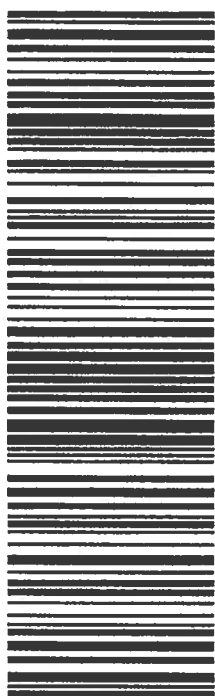
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STANDARD OVERNIGHT

TRK# 7764 2939 2610
0201

WZ POCA

91748
CA-US LAX



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ALL AMERICAN ASPHALT
ALL AMERICAN AGGREGATES

T 951-736-7600 F 951-733-4671
PO BOX 2129 CORONA, CA 92618-1229
CONTRACTORS LICENSE #227013 A/C/E/P
DIR #D050001051

March 29, 2022

CL Surveying and Mapping
400 E. Rincon Street Ste. 202
Corona, Ca. 92879

ATTN: Estimating

We are bidding the following Project:

Project: Wilson Street Improvement Project City Project No. 22-01 CDBG Federally Funded Project
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- Crack Seal

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Sincerely,

Mackenzie Ruff
Project Manager Assistant

ORIGIN ID:ONTA (951) 736-7600
KENONA NAZARI
ALL AMERICAN ASPHALT
400 EAST SIXTH STREET

SHIP DATE: 29MAR22
ACTWGT: 1.00 LB
CAD: 9489849/INET/4460

CORONA, CA 92879
UNITED STATES US

BILL SENDER

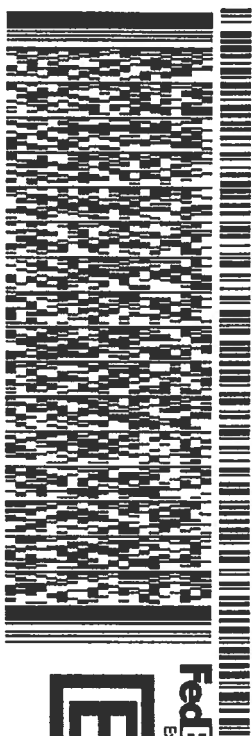
TO ESTIMATING
CL SURVEYING AND MAPPING
400 E. RINCON STREET STE 202

CORONA CA 92879

REF: GOOD FATH - COSTA MESA

(000) 000-0000
INV:
PO:

DEPT



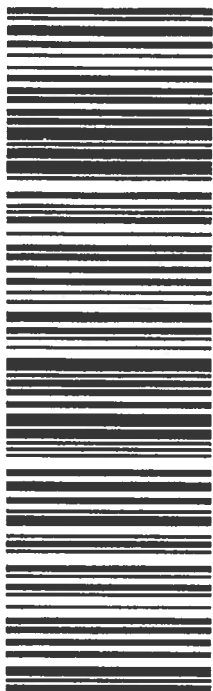
J221022010501uv

TRK# 77664 2956 7339
0201

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PRIORITY OVERNIGHT

WM ONTA

92879
CA-US ONT



56DJ11E3B/FE4A

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ALL AMERICAN ASPHALT
ALL AMERICAN AGGREGATES

T 951-736-7600 F 951-736-4671
PO BOX 2129 CORONA, CA 92626-1229
CONTRACTORS LICENSE #267073 ALLI
DIR #100001051

March 29, 2022

Case Land Surveying, Inc.
614 N. Eckhoff Street
Orange, Ca. 92868

ATTN: Estimating

We are bidding the following Project:

Project: Wilson Street Improvement Project City Project No. 22-01 CDBG Federally Funded Project
Bids on Thruway March 31st at 2:00 PM. We are requesting bids from Section 3 & DBE Subcontractors and Suppliers for the following items of work:

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- Survey
- Striping / Markings / Removals / Signage
- Crack Seal

We have Plans and Specifications for review in our office. If you have any questions, please contact Kimberly Bird at (951) 736-7600. Please submit quotes to publicworks@allamericanasphalt.com.

Sincerely,

Mackenzie Ruff
Project Manager Assistant

ORIGIN ID: ONTA (951) 736-7600
KENONNA NAZARI
ALL AMERICAN ASPHALT
400 EAST SIXTH STREET

SHIP DATE: 29MAR22
ACTWGT: 1.00 LB
CAD: 9489849/NET4460

CORONA, CA 92879
UNITED STATES US

BILL SENDER

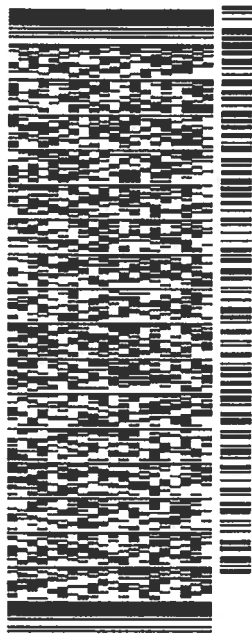
TO CASE LAND SURVEY AND MAPPING
CASE LAND SURVEY AND MAPPING
614 N. ECKHOFF STREET

ORANGE CA 92868

REF: GOOD FAITH - COSTAMESA

(714) 628-8948
NV,
PO

DEPT:



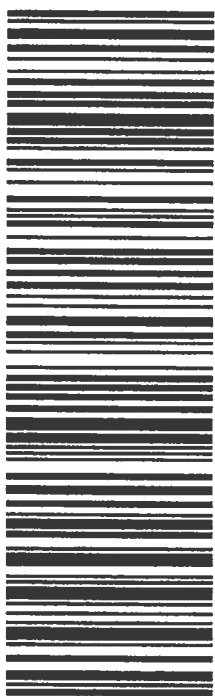
J221022010501uv

TRK# 7764 2958 6286
0201

WED - 30 MAR 4:30P
STANDARD OVERNIGHT

WZ APVA

92868
CA-US SNA



56DJ11E3B/FE4A

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ALL AMERICAN ASPHALT
ALL AMERICAN AGGREGATES

T 951-736-7600 F 951-733-4671
PO BOX 2729 CORONA, CA 92618-1229
CONTRACTORS LICENS #267073 ACCE
DIR #1000071051

March 29, 2022

Traffic Loops Crackfilling, Inc.
946 S. Emerald Street
Anaheim, Ca. 92804

ATTN: Estimating

We are bidding the following Project:

Project: Wilson Street Improvement Project City Project No. 22-01 CDBG Federally Funded Project
Bids on Thursday March 31st at 2:00 PM. We are requesting bids from Section 3 & DBE Subcontractors and Suppliers for the following items of work:

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- Crack Seal

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Sincerely,

Mackenzie Ruff
Project Manager Assistant

ORIGIN ID: ONTA (951) 736-7600
KENONA NAZARI
ALL AMERICAN ASPHALT
400 EAST SIXTH STREET
CORONA, CA 92879
UNITED STATES US

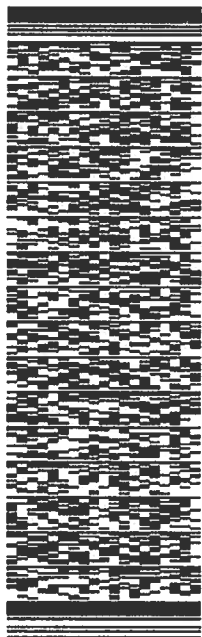
SHIP DATE: 29MAR22
ACTWGT: 1.00 LB
CAD: 9489849/NET4460

BILL SENDER

TO ESTIMATING
TRAFFIC LOOPS AND CRACKFILLING
946 S EMERALD ST
ANAHEIM CA 92804

56DJ11/E3B/FE4A

REF: BID LETTER - COSTAMESA
DEPT:
PO:
NV:
(000) 000-0000



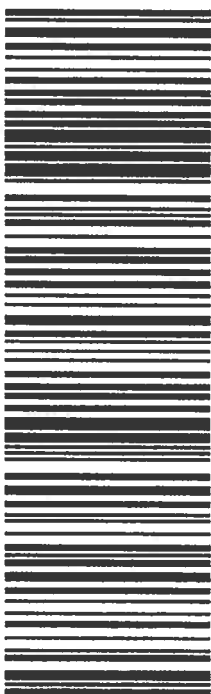
JZ21022010501uv

TRK# 7764 2935 1210
0201

WED - 30 MAR 10:30A
PRIORITY OVERNIGHT

WZFULA

92804
LGB
CA-US



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ALL AMERICAN ASPHALT
ALL AMERICAN AGGREGATES

T 951-736-7600 F 951-736-4671
PO. BOX 2029 CORONA, CA 92678-2229
CONTRACTORS LICENSE #20073 ACT17
DIR #11030010151

March 29, 2022

CAL – Stripe
2040 E. Steel Road
Colton, Ca. 92324

ATTN: Estimating

We are bidding the following Project:

Project: Wilson Street Improvement Project City Project No. 22-01 CDBG Federally Funded Project
Bids on Thursday March 31st at 2:00 PM. We are requesting bids from Section 3 & DBE
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Sincerely,

Mackenzie Ruff
Project Manager Assistant

ORIGIN ID: ONTA (951) 736-7600
KENDONIA NAZARI
ALL AMERICAN ASPHALT
400 EAST SIXTH STREET

SHIP DATE: 29MAR22
ACT/WGT: 1.00 LB
CAD: 9489849/NET/4460

CORONA, CA 92879
UNITED STATES US

BILL SENDER

TO ESTIMATING
CAL STRIPE INC.
2040 EAST STEEL ROAD

COLTON CA 92324

(909) 884-7170 REF: COSTA MESA - GOOD FAITH

PO: DEPT:



J221022010501uv

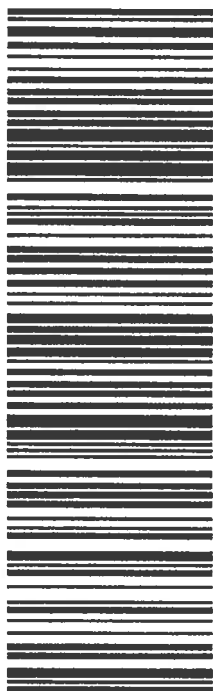
56DJ1/1E3B/FE4A

TRK# 7764 3065 5467
0201

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PRIORITY OVERNIGHT

WMM RIVA

92324
CA-US SBD



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ALL AMERICAN ASPHALT
ALL AMERICAN AGGREGATES

T 951-736-7600 F 951-733-4671
PO BOX 2129 CORONA, CA 92629-1229
CONTRACTORS LICENS #267813 ACEP
DIR #1100051051

March 29, 2022

CEI Construction Division of Crescendo Electronic, Inc.
3950 Rose Street
Seal beach, Ca. 90740

ATTN: Estimating

We are bidding the following Project:

Project: Wilson Street Improvement Project City Project No. 22-01 CDBG Federally Funded Project
Bids on Thursday March 31st at 2:00 PM. We are requesting bids from Section 3 & DBE
Subcontractors and Suppliers for the following items of work:

- Traffic Loops
- Survey
- Striping / Markings / Removals / Signage
- Crack Seal

We have Plans and Specifications for review in our office. If you have any questions, please contact Kimberly Bird at (951) 736-7600. Please submit quotes to publicworks@allamericanasphalt.com.

Sincerely,

Mackenzie Ruff
Project Manager Assistant

ORIGIN ID: ONTA (951) 736-7600
KENONNA NAZARI
ALL AMERICAN ASPHALT
400 EAST SIXTH STREET

SHIP DATE: 29MAR22
ACT/WT: 1.00 LB
CAD: 9489846/NET/4460

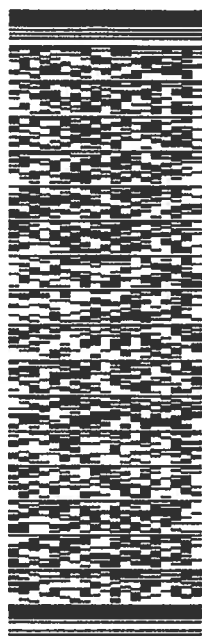
CORONA, CA 92879
UNITED STATES US

BILL SENDER

TO ESTIMATING
CEI CONSTRUCTION
3950 ROSE STREET

SEAL BEACH CA 90740

(000) 000-0000 REF: GOOD FAITH COSTAMESA
INV/ PO DEPT:

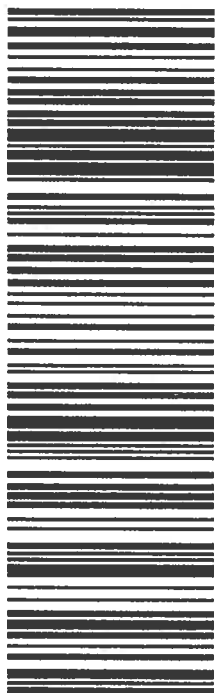


TRK# 7764 3066 9235
0201

WED - 30 MAR 10:30A
PRIORITY OVERNIGHT

WZLGBA

90740
CA-US LGB



56DJ11E3B/FE4A

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ALL AMERICAN ASPHALT
ALL AMERICAN AGGREGATES

T 951-736-7600 F 951-736-4671
P.O. BOX 2129 CORONA, CA 92626-0129
CONTRACTORS LICENSE #267073 A/C/E
DIR #110000151

March 29, 2022

Smithson Electric, Inc.
1938 E. Katella Avenue
Orange, Ca. 92867

ATTN: Estimating

We are bidding the following Project:

Project: Wilson Street Improvement Project City Project No. 22-01 CDBG Federally Funded Project
Bids on Thursday March 31st at 2:00 PM. We are requesting bids from Section 3 & DBE Subcontractors and Suppliers for the following items of work:

- Traffic Loops
- Survey
- Striping / Markings / Removals / Signage
- Crack Seal

We have Plans and Specifications for review in our office. If you have any questions, please contact Kimberly Bird at (951) 736-7600. Please submit quotes to publicworks@allamericanasphalt.com.

Sincerely,

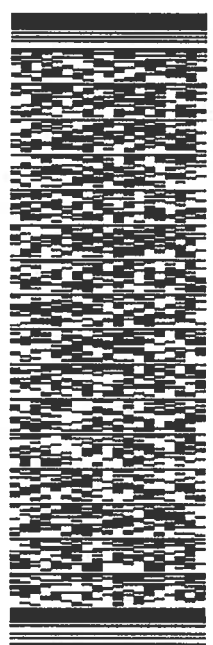
Mackenzie Ruff
Project Manager Assistant

ORIGIN ID:ONTA (95-1) 736-7600
KENONA NAZARI
ALL AMERICAN ASPHALT
400 EAST SIXTH STREET
CORONA, CA 92879
UNITED STATES US

SHIP DATE: 29MAR22
ACTW/GT: 1.00 LB
CAD: 9489849/INLET 4460
BILL SENDER

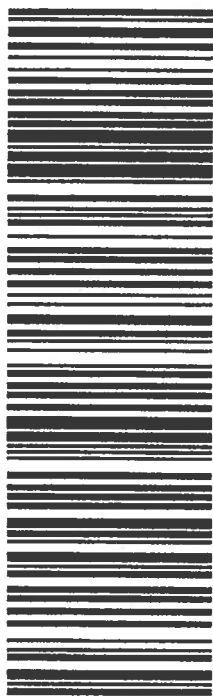
TO ESTAMTING
SMITHSON ELECTRIC INC
1938 KATELLA AVE

ORANGE CA 92867
(000) 000-0000 REF: GOOD FAITH - COSTA MESA
INV/ PO DEPT



TRK# 7764 3057 5400
0201
WED - 30 MAR 10:30A
PRIORITY OVERNIGHT

WZFULA
CA-US 92867
LGB



56DJ1/E3B/FE4A

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ALL AMERICAN ASPHALT
ALL AMERICAN AGGREGATES

T 951-736-7600 F 951-736-4671
PO BOX 2229 CORONA CA 92628-2229
CONTRACTORS LICENSE #260073 ACT1
DBE #180000181

March 29, 2022

E-Nor Innovations
436 W. Walnut Street
Gardena, Ca. 90248

ATTN: Estimating

We are bidding the following Project:

Project: Wilson Street Improvement Project City Project No. 22-01 CDBG Federally Funded Project
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- Crack Seal

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Sincerely,

Mackenzie Ruff
Project Manager Assistant

ORIGIN ID: ONTA (951) 736-7600
KENONA NAZARI
ALL AMERICAN ASPHALT
400 EAST SIXTH STREET

SHIP DATE: 29MAR22
ACTWGT: 1.00 LB
CAD: 9489849/NET/4460

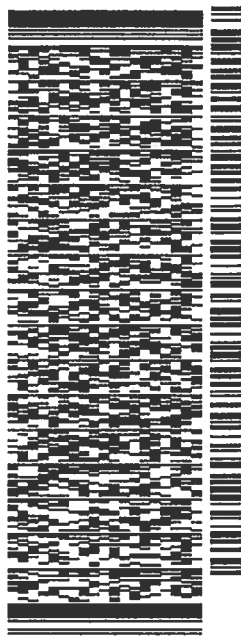
CORONA, CA 92879
UNITED STATES US

BILL SENDER

TO ESTIMATING
E-NOR INNOVATIONS
16213 ILLINOIS AVENUE

PARAMOUNT CA 90723

(900) 000-0000 REF: GOOD FAITH - COSTA MESA
INV/ PO: DEPT:



J221022010501uv

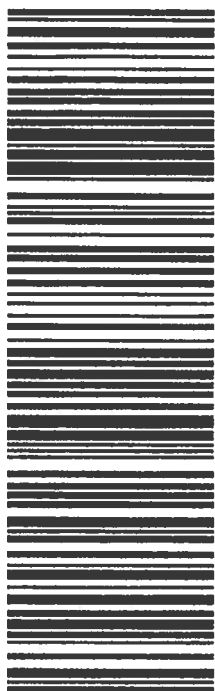
56DJ11E3B/FE4A

TRK# 7764 3054 1917
0201

WED - 30 MAR 10:30A
PRIORITY OVERNIGHT

WZLGBA

90723
CA-US LGB



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ALL AMERICAN ASPHALT
ALL AMERICAN AGGREGATES

T 951-736-7600 F 951-736-4611
P.O. BOX 2129 CORONA, CA 92629-1129
CONTRACTORS LICENSE #267073 AC13
DIR #1000001051

March 29, 2022

PCI Striping – Sealant
1105 E. Hill Street
Long Beach, Ca. 90806

ATTN: Estimating

We are bidding the following Project:

Project: Wilson Street Improvement Project City Project No. 22-01 CDBG Federally Funded Project
Bids on Thursday March 31st at 2:00 PM. We are requesting bids from Section 3 & DBE Subcontractors and Suppliers for the following items of work:

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- Survey
- Striping / Markings / Removals / Signage
- Crack Seal

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Sincerely,

Mackenzie Ruff
Project Manager Assistant

ORIGIN ID:ONTA (951) 736-7600
KENONNA NAZARI
ALL AMERICAN ASPHALT
400 EAST SIXTH STREET

SHIP DATE: 29MAR22
ACTWGST: 1.00 LB
CAD: 9489849/NET4460

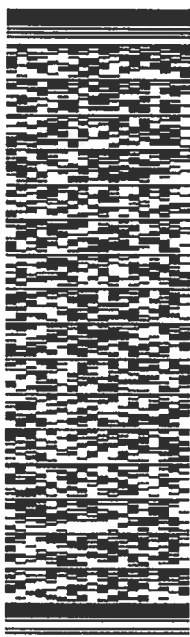
CORONA, CA 92879
UNITED STATES US

BILL SENDER

TO ESTIMATING
PCI
975 W 1ST STREET

AZUSA CA 91702

(562) 218-0504 REF: GOOD FAITH - COSTAMESA
INV. DEPT:
PO:



J221022010501uv

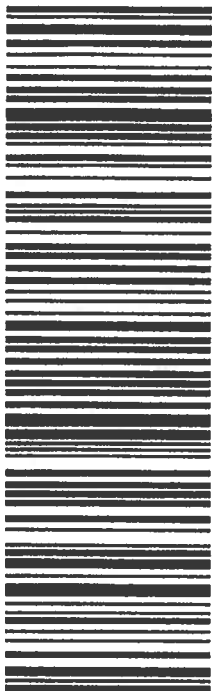
56DJ11E3B/FE4A

TRK# 7764 3061 2188
0201

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STANDARD OVERNIGHT

WZ RBFA

91702
CA-US LAX



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ALL AMERICAN ASPHALT
ALL AMERICAN AGGREGATES

T 951-736-7600 F 951-736-4671
P.O. BOX 2129 CORONA, CA 92629-3219
CONTRACTORS LICENSE #20703 CALIF
DIR 0100000151

March 29, 2022

Payco Specialties, Inc.
120 N. 2nd Avenue
Chula Vista, Ca. 91910

ATTN: Estimating

We are bidding the following Project:

Project: Wilson Street Improvement Project City Project No. 22-01 CDBG Federally Funded Project
Bids on Thursday March 31st at 2:00 PM. We are requesting bids from Section 3 & DBE
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- Survey
- Striping / Markings / Removals / Signage
- Crack Seal

We have Plans and Specifications for review in our office. If you have any questions, please contact Kimberly Bird at (951) 736-7600. Please submit quotes to publicworks@allamericanasphalt.com.

Sincerely,

Mackenzie Ruff
Project Manager Assistant

ORIGIN ID: ONTA (951) 736-7600
KENONA NAZARI
ALL AMERICAN ASPHALT
400 EAST SIXTH STREET

SHIP DATE: 29MAR22
ACTWGT: 1.00 LB
CAD: 9489949/NINET4460

CORONA, CA 92879
UNITED STATES US

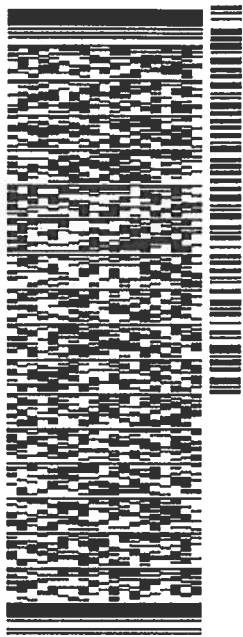
BILL SENDER

TO ESTIMATING
PAYCO SPECIALTIES
120 N 2ND AVE

CHULA VISTA CA 91910

(000) 000-0000 REF: COSTAMESA GOOD FAL TH
PC DEPT:

56DJ11E3BFE4A

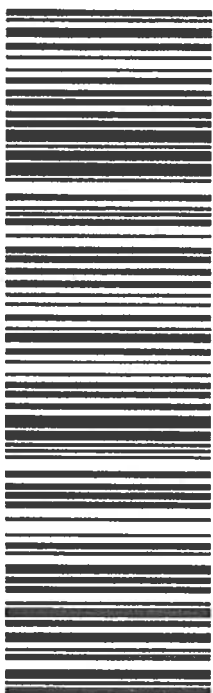


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91910
CA-US SAN



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ORIGIN ID: ONTA (951) 736-7600
KENONA NAZARI
ALL AMERICAN ASPHALT
400 EAST SIXTH STREET

SHIP DATE: 29MAR22
ACTWGT: 1.00 LB
CAD: 9489849/NET4460

CORONA, CA 92879
UNITED STATES US

BILL SENDER

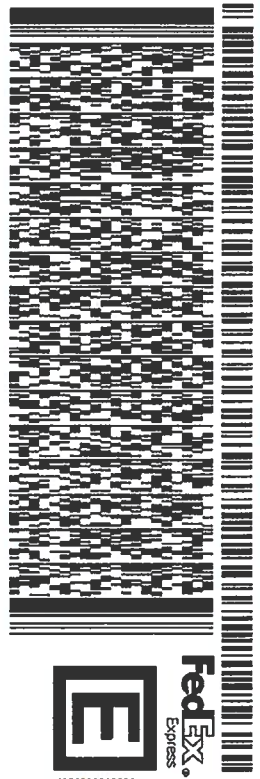
TO ESTIMATING

ALL FOR 1 ENGINEERING & SURVEYING
699 N. ARROWHEAD AVE. STE. 150

SAN BERNARDINO CA 92401

REF: GOOD FAITH - COSTAMESA

INV: (000) 000-0000
PO: DEPT:

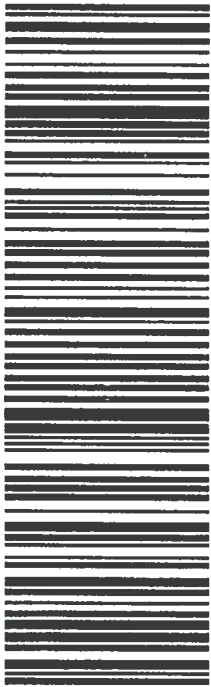


TRK# 7764 3047 3427
0201

WED - 30 MAR 4:30P
STANDARD OVERNIGHT

WMM RIVA

92401
SBD
CA-US



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ALL AMERICAN ASPHALT
ALL AMERICAN AGGREGATES

T 951-736-7600 F 951-736-4671
PO. BOX 2129 CORONA, CA 92678-1229
CONTRACTORS LICENSE #267073 ACLE
DIR #18881051

March 29, 2022

All for 1 Engineering
699 n. Arrowhead Avenue Ste. 150
San Bernadino, Ca. 92401

ATTN: Estimating

We are bidding the following Project:

Project: Wilson Street Improvement Project City Project No. 22-01 CDBG Federally Funded Project
Bids on Thursday March 31st at 2:00 PM. We are requesting bids from Section 3 & DBE
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- Crack Seal

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Sincerely,

Mackenzie Ruff
Project Manager Assistant



ALL AMERICAN ASPHALT
ALL AMERICAN AGGREGATES

T 951-736-7600 F 951-736-4601
PO BOX 2220 CORONA, CA 92628-2220
CONTRACTORS LICENSE #490073401
DIR #110000181

March 29, 2022

J & S Striping
1544 S. Vineyard Avenue
Ontario, Ca. 91761

ATTN: Estimating

We are bidding the following Project:

Project: Wilson Street Improvement Project City Project No. 22-01 CDBG Federally Funded Project
Bids on Thursday March 31st at 2:00 PM. We are requesting bids from Section 3 & DBE Subcontractors and Suppliers for the following items of work:

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Sincerely,

Mackenzie Ruff
Project Manager Assistant

ORIGIN ID: ONTA (95-1) 736-7600
KENONA NAZARI
ALL AMERICAN ASPHALT
400 EAST SIXTH STREET

SHIP DATE: 29MAR22
ACTWGT: 1.00 LB
CAD: 948949/NET4460

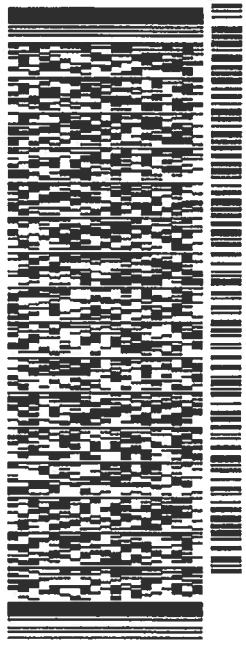
CORONA, CA 92879
UNITED STATES US

BILL SENDER

TO ESTIMATING
J&S STRIPING
1544 S. VINEYARD AVE.

ONTARIO CA 91761

(000) 000-0000 REF: GOOD FAITH - COSTA MESA
N.V. DEPT
P.O.



J221022010501uv

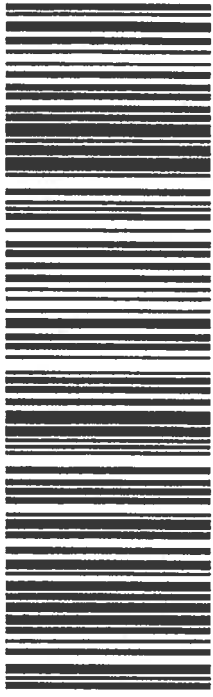
56DJ11E3B/FE4A

TRK# 7764 3045 2223
0201

WED - 30 MAR 10:30A
PRIORITY OVERNIGHT

WM ONTA

91761
CA-US ONT



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ALL AMERICAN ASPHALT
ALL AMERICAN AGGREGATES

T 951-736-7600 F 951-733-4661
PO BOX 2129 CORONA, CA 92628-0129
CONTRACTORS LICENSE #207073 A/C/E
DIR #1106001151

March 29, 2022

Super Seal and Striping
310 A Street
Filmore, Ca. 93015

ATTN: Estimating

We are bidding the following Project:

Project: Wilson Street Improvement Project City Project No. 22-01 CDBG Federally Funded Project
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Sincerely,

Mackenzie Ruff
Project Manager Assistant

ORIGIN ID: ONTA (951) 736-7600
KENONA NAZARI
ALL AMERICAN ASPHALT
400 EAST SIXTH STREET

SHIP DATE: 29MAR22
ACTWTGT: 1.00 LB
CAD: 9489849INNET4460

CORONA, CA 92879
UNITED STATES US

BILL SENDER

TO ESTIMATING
SUPER SEAL & STRIPE, INC.
310 A STREET

FILLMORE CA 93015

REF: GOOD FAITH - COSTA MESA

(000) 000-0000
NV.
PO. DEPT.



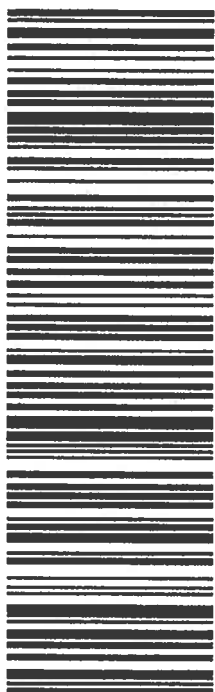
JZZ1022010491uv

TRK# 7764 3042 7093
0201

WED - 30 MAR 4:30P
STANDARD OVERNIGHT

WZ OXRA

93015
CA-US BUR



56DJ11E3B1FE4A

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ALL AMERICAN ASPHALT
ALL AMERICAN AGGREGATES

T 951-736-7600 F 951-736-4671
PO BOX 2029 CORONA CA 92629-2029
CONTRACTORS LICENS #262073 ACCE
DIR #1000001051

March 29, 2022

Abratique & Associates Philippines, Inc.
3224 Wilshire Blvd. Ste 1108
Los Angeles, Ca. 90010

ATTN: Estimating

We are bidding the following Project:

Project: Wilson Street Improvement Project City Project No. 22-01 CDBG Federally Funded Project
Bids on Thursday March 31st at 2:00 PM. We are requesting bids from Section 3 & DBE Subcontractors and Suppliers for the following items of work:

- Traffic Loops
- Survey
- Striping / Markings / Removals / Signage
- Crack Seal

We have Plans and Specifications for review in our office. If you have any questions, please contact Kimberly Bird at (951) 736-7600. Please submit quotes to publicworks@allamericanasphalt.com.

Sincerely,

Mackenzie Ruff
Project Manager Assistant

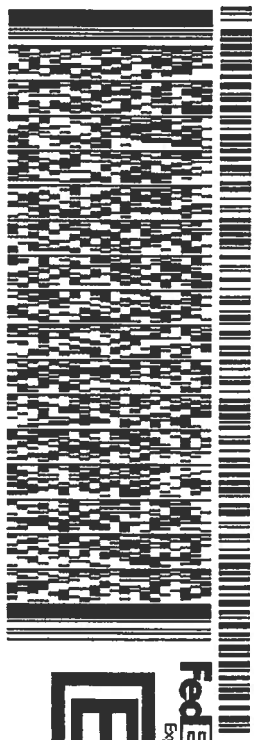
ORIGIN ID: ONTA (951) 736-7600
KENONA NAZARI
ALL AMERICAN ASPHALT
400 EAST SIXTH STREET
CORONA, CA 92879
UNITED STATES US

SHIP DATE: 29MAR22
ACTWGT: 1.00 LB
CAD: 9489849/NET4460
BILL SENDER

TO ESTIMATING
ABRATIQUE & ASSOCIATES PHILIPPINES
3224 WILSHIRE BLVD STE. 1108

LOS ANGELES CA 90010

REF: GOOD FAITH - COSTAMESA
DEPT:



J221022010501uv

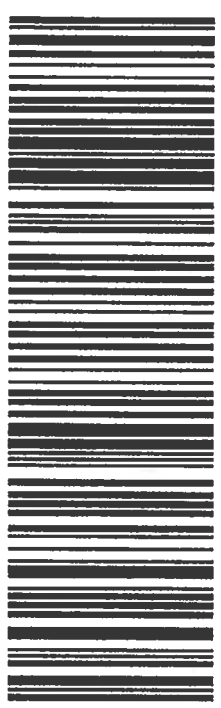
56DJ11/E3B/FE4A

TRK# 7764 3039 9630
0201

WED - 30 MAR 10:30A
PRIORITY OVERNIGHT

WZ JBPA

90010
CA-US LAX



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ALL AMERICAN ASPHALT
ALL AMERICAN AGGREGATES

T 951-736-7600 F 951-733-4671
PO BOX 2229 CORONA CA 92629-0229
CONTRACTORS LICENSE #26207 CALIF
CIR #B00001051

March 29, 2022

BC Traffic Specialist
638 W. Southern Avenue
Orange, Ca. 92865

ATTN: Estimating

We are bidding the following Project:

Project: Wilson Street Improvement Project City Project No. 22-01 CDBG Federally Funded Project
Bids on Thursday March 31st at 2:00 PM. We are requesting bids from Section 3 & DBE
Subcontractors and Suppliers for the following items of work:

- Traffic Loops
- Survey
- Striping / Markings / Removals / Signage
- Crack Seal

We have Plans and Specifications for review in our office. If you have any questions, please contact Kimberly Bird at (951) 736-7600. Please submit quotes to publicworks@allamericanasphalt.com.

Sincerely,

Mackenzie Ruff
Project Manager Assistant

ORIGIN ID: ONTA (951) 736-7600
KENONA NAZARI
ALL AMERICAN ASPHALT
400 EAST SIXTH STREET

SHIP DATE: 29MAR22
ACTWGT: 1.00 LB
CAD: 9489849/NET/4460

CORONA, CA 92879
UNITED STATES US

BILL SENDER

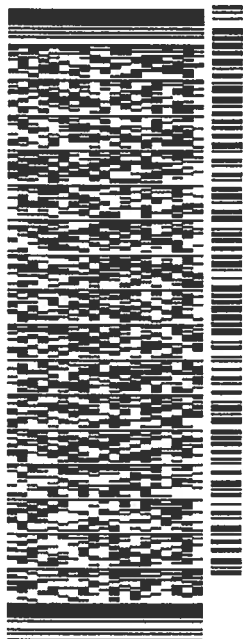
TO ESTIMATING
BC TRAFFIC SPECIALIST
638 WEST SOUTHERN AVE

ORANGE CA 92865

REF: GOOD FAITH - COSTAMESA

(714) 974-1190
INV.
PO.

DEPT:



J221022010501uv

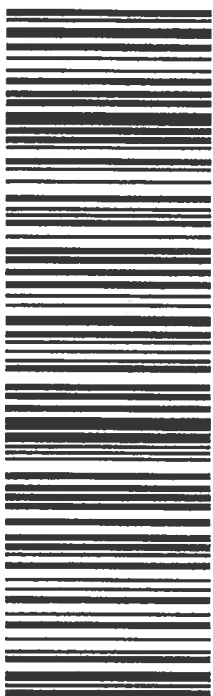
56DJ11E3B/FE4A

TRK# 7764 3032 0707
0201

WED - 30 MAR 4:30P
STANDARD OVERNIGHT

WZFULA

92865
LGB
CA-US



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ALL AMERICAN ASPHALT
ALL AMERICAN AGGREGATES

T (951) 736-7600 F (951) 733-4671
P.O. BOX 2229 CORONA, CA 92628-2229
CONTRACTORS LICENSE #267073 AC12
DIR #1106081151

March 29, 2022

Aviation Striping, Inc.
47787 Rainbow Canyon Road
Temecula, Ca. 92592

ATTN: Estimating

We are bidding the following Project:

Project: Wilson Street Improvement Project City Project No. 22-01 CDBG Federally Funded Project
Bids on Thursday March 31st at 2:00 PM. We are requesting bids from Section 3 & DBE Subcontractors and Suppliers for the following items of work:

- Traffic Loops
- Survey
- Striping / Markings / Removals / Signage
- Crack Seal

We have Plans and Specifications for review in our office. If you have any questions, please contact Kimberly Bird at (951) 736-7600. Please submit quotes to publicworks@allamericanasphalt.com.

Sincerely,

Mackenzie Ruff
Project Manager Assistant

ORIGIN ID: ONTA (951) 736-7600
KENONA NAZARI
ALL AMERICAN ASPHALT
400 EAST SIXTH STREET

SHIP DATE: 29MAR22
ACTWTGT: 1.00 LB
CAD: 9489849/NET4460

CORONA, CA 92879
UNITED STATES US

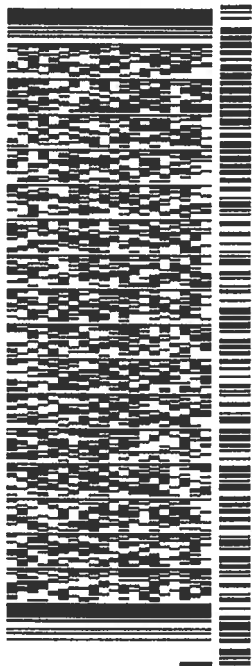
BILL SENDER

TO **ESTIMATING**
AVIATION STRIPING, INC
4787 RAINBOW CANYON ROAD

TEMECULA CA 92592

REF: GOOD FAITH - COSTAMESA

PO: DEPT:



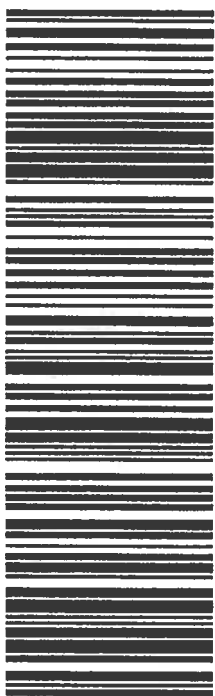
J221022010501up

56DJ11/E3B/FE4A

TRK# 0201
7764 3027 5160

WED - 30 MAR 12:00P
PRIORITY OVERNIGHT

WM HMTA
CA-US **92592**
ONT



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****SEEKING SECTION 3 SUBCONTRACTORS FOR THE FOLLOWING PROJECT****

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Ad number:#997288429

Contact:Kim Bird

Phone:951-736-7600

City:Corona

Zip:92879

Posted in: [Orange County Announcements](#)

Description

We will be bidding a project in the City of Pomona called **WILSON STREET IMPROVEMENT PROJECT, CITY PROJECT NO. 22-01 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FEDERALLY-FUNDED PROJECT Bidding on Thursday March 31, 2022 at 2:00 PM**

We are requesting bids from Section 3, DBE Business, Small Business and Local Businesses for the following items of work:

- Traffic Loops
- Crack Seal
- Survey
- Striping & Markings & Removals

We have plans and specification for review in our office. If you have any questions, please contact Kimberly Bird at (951) 736-7600

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SEEKING SECTION / DBE SUBCONTRACTOR & SUPPLIERS

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Description : We will be bidding on a Federal Funded Section 3 WBE/MBE/DBE Project as follows:

Agency: City of Costa Mesa

Project: Wilson Street Improvement Project City Project No. 22-01 CDBG Federally Funded Project

Bid Date: 03/31/2022 2:00 PM

We are requesting bids from Section 3 / WBE/MBE/DBE Businesses for the following items of work:

- Striping
- Survey
- Traffic Loops
- Crack Seal

We have plans and specifications for review in our office. If you have any questions please contact Kimberly Bird, Project Manager at 951-736-7600.

Thank You.

Category : MBE/DBE/WBE/VBE/LBE

Expiration date : 04/28/2022



Need help? ✕

Our staff are always ready to help

Live help is online...

Publisher Information

Name : Kimberly Bird

Location: California

TEL : 951-736-7600

Email : publicworks@allamericanasphalt.com



Need help? ×

Our staff are always ready to help

Live help is online...



**ALL AMERICAN ASPHALT
ALL AMERICAN AGGREGATES**
ENGINEERING – CONTRACTORS – ASPHALT PAVING
P.O. BOX 2229, CORONA, CA 92878-2229
STATE CONTRACTORS LICENSE #267073-A DIR #1000001051

Request For Quote

Submitted To: BC Traffic Specialist	Contact: Alex Martinez
Address: 638 WEST SOUTHERN AVE Orange, CA 92865	Phone: 7149741190 Fax: 7149745788
Project Name: Wilson Street Improvement Project	Bid Number: 22-01
Project Location: Wilson Street - Placentia to Newport Blvd, Costa Mesa, CA	Bid Date: 4/4/2022
Estimator: Bird, Kim	
Attachments: 22-01 Bid Addendum No. 4 (Wilson St.).pdf	

Sub-Stripe

Line#	Item #	Description	Quantity	UM	Unit Price
14	14A	Remove Existing and Install New Lane Markings, Striping, Pavement Legends, and Raised Pavement Markers (RPMs) per Approved Plan	1.00	LS	
15	15A	Install New Blue Raised Pavement Markers (BRPMs)	7.00	EACH	
16	16A	Remove Existing and Install New Thermoplastic Pavement Markings, including Continental Crosswalk and Green Lanes or Conflict Zones	1.00	LS	
24	24A	Paint Red Curb	460.00	LF	
36	14B	Remove Existing and Install New Lane Markings, Striping, Pavement Legends, and Raised Pavement Markers (RPMs) per Approved Plan	1.00	LS	
37	15B	Install New Blue Raised Pavement Markers (BRPMs)	10.00	EACH	
38	16B	Remove Existing and Install New Thermoplastic Pavement Markings, including Continental Crosswalk and Green Lanes or Conflict Zones	1.00	LS	
47	24B	Paint Red Curb	745.00	LF	

General Notes:

- Please send all quotes to Kbird@allamericanasphalt.com
- Plans, Specs, Addendum 1 and Bidders form found here:
<https://files.share.allamericanasphalt.com/index.php/s/TAGmXfGKocaffSw>
- Thank you in advance for your quote.



**ALL AMERICAN ASPHALT
ALL AMERICAN AGGREGATES**
ENGINEERING – CONTRACTORS – ASPHALT PAVING
P.O. BOX 2229, CORONA, CA 92878-2229
STATE CONTRACTORS LICENSE #267073-A DIR #1000001051

Request For Quote

Submitted To: Cal Stripe, Inc.	Contact: Gary Rivers
Address: 2040 STEEL ROAD Colton, CA 92324	Phone: 9098847170 Fax: 9098847106
Project Name: Wilson Street Improvement Project	Bid Number: 22-01
Project Location: Wilson Street - Placentia to Newport Blvd, Costa Mesa, CA	Bid Date: 4/4/2022
Estimator: Bird, Kim	
Attachments: 22-01 Bid Addendum No. 4 (Wilson St.).pdf	

Sub-Stripe

Line#	Item #	Description	Quantity	UM	Unit Price
14	14A	Remove Existing and Install New Lane Markings, Striping, Pavement Legends, and Raised Pavement Markers (RPMs) per Approved Plan	1.00	LS	
15	15A	Install New Blue Raised Pavement Markers (BRPMs)	7.00	EACH	
16	16A	Remove Existing and Install New Thermoplastic Pavement Markings, including Continental Crosswalk and Green Lanes or Conflict Zones	1.00	LS	
24	24A	Paint Red Curb	460.00	LF	
36	14B	Remove Existing and Install New Lane Markings, Striping, Pavement Legends, and Raised Pavement Markers (RPMs) per Approved Plan	1.00	LS	
37	15B	Install New Blue Raised Pavement Markers (BRPMs)	10.00	EACH	
38	16B	Remove Existing and Install New Thermoplastic Pavement Markings, including Continental Crosswalk and Green Lanes or Conflict Zones	1.00	LS	
47	24B	Paint Red Curb	745.00	LF	

General Notes:

- Please send all quotes to Kbird@allamericanasphalt.com
- Plans, Specs, Addendum 1 and Bidders form found here:
<https://fileshare.allamericanasphalt.com/index.php/s/TAGmXfGKocaffSw>
- Thank you in advance for your quote.



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ENGINEERING – CONTRACTORS – ASPHALT PAVING
P.O. BOX 2229, CORONA, CA 92878-2229
STATE CONTRACTORS LICENSE #267073-A DIR #1000001051

Request For Quote

Submitted To: Case Land Surveying Inc	Contact: Karen York
Address: 614 N. ECKHOFF STREET Orange, CA 92868 UNITED STATES	Phone: (714) 628-8948 Fax: (714) 628-8905
Project Name: Wilson Street Improvement Project	Bid Number: 22-01
Project Location: Wilson Street - Placentia to Newport Blvd, Costa Mesa, CA	Bid Date: 4/4/2022
Estimator: Bird, Kim	
Attachments: 22-01 Bid Addendum No. 4 (Wilson St.).pdf	

Sub-Survey

Line#	Item #	Description	Quantity	UM	Unit Price
17	17A	Adjust and Reset Existing Survey Monuments and Ties	12.00	EACH	
39	17B	Adjust and Reset Existing Survey Monuments and Ties	14.00	EACH	
		Survey	1.00	LS	
		Survey	1.00	LS	
		Survey	1.00	LS	

General Notes:

- Please send all quotes to Kbird@allamericanasphalt.com
- Plans, Specs, Addendum 1 and Bidders form found here:
<https://fileshare.allamericanasphalt.com/index.php/s/TAGmXfGKocaffSw>
- Thank you in advance for your quote.



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ALL AMERICAN AGGREGATES
 ENGINEERING – CONTRACTORS – ASPHALT PAVING
 P.O. BOX 2229, CORONA, CA 92878-2229
 STATE CONTRACTORS LICENSE #267073-A DIR #1000001051

Request For Quote

Submitted To: Cat Tracking Inc. Address: 2950 Rubidoux Boulevard Riverside, CA 92509 UNITED STATES	Contact: Estimating Phone: (951) 682-1494 Fax: (951) 682-1491
Project Name: Wilson Street Improvement Project Project Location: Wilson Street - Placentia to Newport Blvd, Costa Mesa, CA Estimator: Bird, Kim	Bid Number: 22-01 Bid Date: 4/4/2022
Attachments: 22-01 Bid Addendum No. 4 (Wilson St.).pdf	

Sub-Stripe

Line#	Item #	Description	Quantity	UM	Unit Price
14	14A	Remove Existing and Install New Lane Markings, Striping, Pavement Legends, and Raised Pavement Markers (RPMs) per Approved Plan	1.00	LS	
15	15A	Install New Blue Raised Pavement Markers (BRPMs)	7.00	EACH	
16	16A	Remove Existing and Install New Thermoplastic Pavement Markings, including Continental Crosswalk and Green Lanes or Conflict Zones	1.00	LS	
24	24A	Paint Red Curb	460.00	LF	
36	14B	Remove Existing and Install New Lane Markings, Striping, Pavement Legends, and Raised Pavement Markers (RPMs) per Approved Plan	1.00	LS	
37	15B	Install New Blue Raised Pavement Markers (BRPMs)	10.00	EACH	
38	16B	Remove Existing and Install New Thermoplastic Pavement Markings, including Continental Crosswalk and Green Lanes or Conflict Zones	1.00	LS	
47	24B	Paint Red Curb	745.00	LF	

General Notes:

- Please send all quotes to Kbird@allamericanasphalt.com
- Plans, Specs, Addendum 1 and Bidders form found here:
<https://fileshare.allamericanasphalt.com/index.php/s/TAGmXfGKocafFSw>
- Thank you in advance for your quote.



ALL AMERICAN ASPHALT
ALL AMERICAN AGGREGATES
 ENGINEERING – CONTRACTORS – ASPHALT PAVING
 P.O. BOX 2229, CORONA, CA 92878-2229
 STATE CONTRACTORS LICENSE #267073-A DIR #1000001051

Request For Quote

Submitted To:	Chrisp Company	Contact:	Jason Osterblad
Address:	43650 OSGOOD ROAD Fremont, CA 945395631	Phone:	(510) 656-2840
		Fax:	(510) 490-2703
Project Name:	Wilson Street Improvement Project	Bid Number:	22-01
Project Location:	Wilson Street - Placentia to Newport Blvd, Costa Mesa, CA	Bid Date:	4/4/2022
Estimator:	Bird, Kim		
Attachments:	22-01 Bid Addendum No. 4 (Wilson St.).pdf		

Sub-Stripe

Line#	Item #	Description	Quantity	UM	Unit Price
14	14A	Remove Existing and Install New Lane Markings, Striping, Pavement Legends, and Raised Pavement Markers (RPMs) per Approved Plan	1.00	LS	
15	15A	Install New Blue Raised Pavement Markers (BRPMs)	7.00	EACH	
16	16A	Remove Existing and Install New Thermoplastic Pavement Markings, including Continental Crosswalk and Green Lanes or Conflict Zones	1.00	LS	
24	24A	Paint Red Curb	460.00	LF	
36	14B	Remove Existing and Install New Lane Markings, Striping, Pavement Legends, and Raised Pavement Markers (RPMs) per Approved Plan	1.00	LS	
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47	24B	Paint Red Curb	745.00	LF	

General Notes:

- Please send all quotes to Kbird@allamericanasphalt.com
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<https://fileshare.allamericanasphalt.com/index.php/s/TAGmXfgKocaffSw>
- Thank you in advance for your quote.



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ALL AMERICAN AGGREGATES**
ENGINEERING – CONTRACTORS – ASPHALT PAVING
P.O. BOX 2229, CORONA, CA 92878-2229
STATE CONTRACTORS LICENSE #267073-A DIR #1000001051

Request For Quote

Submitted To:	CI Surveying And Mapping	Contact:	Jennifer McMeans
Address:	1269 POMONA ROAD SUITE 108 Corona, CA 92882	Phone:	9095449546
		Fax:	9098484229
Project Name:	Wilson Street Improvement Project	Bid Number:	22-01
Project Location:	Wilson Street - Placentia to Newport Blvd, Costa Mesa, CA	Bid Date:	4/4/2022
Estimator:	Bird, Kim		
Attachments:	22-01 Bid Addendum No. 4 (Wilson St.).pdf		

Sub-Survey

Line#	Item #	Description	Quantity	UM	Unit Price
17	17A	Adjust and Reset Existing Survey Monuments and Ties	12.00	EACH	
39	17B	Adjust and Reset Existing Survey Monuments and Ties	14.00	EACH	
		Survey	1.00	LS	
		Survey	1.00	LS	
		Survey	1.00	LS	

General Notes:

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- Plans, Specs, Addendum 1 and Bidders form found here:
<https://fileshare.allamericanasphalt.com/index.php/s/TAGmXfGKocafFSw>
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**ALL AMERICAN ASPHALT
ALL AMERICAN AGGREGATES**
ENGINEERING – CONTRACTORS – ASPHALT PAVING
P.O. BOX 2229, CORONA, CA 92878-2229
STATE CONTRACTORS LICENSE #267073-A DIR #1000001051

Request For Quote

Submitted To: Global Road Sealing Inc	Contact: Tri La
Address: 10832 DOROTHY AVE Garden Grove, CA 92843 UNITED STATES	Phone: (714) 893-0845 Fax: (714) 893-0945
Project Name: Wilson Street Improvement Project	Bid Number: 22-01
Project Location: Wilson Street - Placentia to Newport Blvd, Costa Mesa, CA	Bid Date: 4/4/2022
Estimator: Bird, Kim	
Attachments: 22-01 Bid Addendum No. 4 (Wilson St.).pdf	

Sub-Cracksealing

Line#	Item #	Description	Quantity	UM	Unit Price
4	4A	Procure and Apply Crack Seal prior to Slurry Seal	1.00	LS	
20	20A	Cracksealing	105,000.00	SF	
26	4B	Procure and Apply Crack Seal prior to Slurry Seal	1.00	LS	
43	20B	Cracksealing	163,000.00	SF	

Sub-Loops

Line#	Item #	Description	Quantity	UM	Unit Price
22	22A	Remove Existing and Install New Type "D" Traffic Signal Loop Detectors	5.00	EACH	
23	23A	Remove Existing and Install New Type "E" Traffic Signal Loop Detectors	45.00	EACH	
45	22B	Remove Existing and Install New Type "D" Traffic Signal Loop Detectors	35.00	EACH	
46	23B	Remove Existing and Install New Type "E" Traffic Signal Loop Detectors	30.00	EACH	

General Notes:

- Please send all quotes to Kbird@allamericanasphalt.com
- Plans, Specs, Addendum 1 and Bidders form found here:
<https://fileshare.allamericanasphalt.com/index.php/s/TAGmXfGKocaffSw>
- Thank you in advance for your quote.



**ALL AMERICAN ASPHALT
ALL AMERICAN AGGREGATES**
ENGINEERING – CONTRACTORS – ASPHALT PAVING
P.O. BOX 2229, CORONA, CA 92878-2229
STATE CONTRACTORS LICENSE #267073-A DIR #1000001051

Request For Quote

Submitted To: Interstate Striping & Signs, Inc.	Contact: Stephanie Acosta
Address: 391 DRYDEN STREET Thousand Oaks, CA 91360	Phone: 8055585384 Fax: 8054491489
Project Name: Wilson Street Improvement Project	Bid Number: 22-01
Project Location: Wilson Street - Placentia to Newport Blvd, Costa Mesa, CA	Bid Date: 4/4/2022
Estimator: Bird, Kim	
Attachments: 22-01 Bid Addendum No. 4 (Wilson St.).pdf	

Sub-Stripe

Line#	Item #	Description	Quantity	UM	Unit Price
14	14A	Remove Existing and Install New Lane Markings, Striping, Pavement Legends, and Raised Pavement Markers (RPMs) per Approved Plan	1.00	LS	
15	15A	Install New Blue Raised Pavement Markers (BRPMs)	7.00	EACH	
16	16A	Remove Existing and Install New Thermoplastic Pavement Markings, including Continental Crosswalk and Green Lanes or Conflict Zones	1.00	LS	
24	24A	Paint Red Curb	460.00	LF	
36	14B	Remove Existing and Install New Lane Markings, Striping, Pavement Legends, and Raised Pavement Markers (RPMs) per Approved Plan	1.00	LS	
37	15B	Install New Blue Raised Pavement Markers (BRPMs)	10.00	EACH	
38	16B	Remove Existing and Install New Thermoplastic Pavement Markings, including Continental Crosswalk and Green Lanes or Conflict Zones	1.00	LS	
47	24B	Paint Red Curb	745.00	LF	

General Notes:

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Request For Quote

Submitted To:	J & S Striping Co., Inc.	Contact:	Robert Aragon
Address:	1544 S. VINEYARD AVE. Ontario, CA 91761	Phone:	9099478073
Project Name:	Wilson Street Improvement Project	Fax:	9099479489
Project Location:	Wilson Street - Placentia to Newport Blvd, Costa Mesa, CA	Bid Number:	22-01
Estimator:	Bird, Kim	Bid Date:	4/4/2022
Attachments:	22-01 Bid Addendum No. 4 (Wilson St.).pdf		

Sub-Stripe

Line#	Item #	Description	Quantity	UM	Unit Price
14	14A	Remove Existing and Install New Lane Markings, Striping, Pavement Legends, and Raised Pavement Markers (RPMs) per Approved Plan	1.00	LS	
15	15A	Install New Blue Raised Pavement Markers (BRPMs)	7.00	EACH	
16	16A	Remove Existing and Install New Thermoplastic Pavement Markings, including Continental Crosswalk and Green Lanes or Conflict Zones	1.00	LS	
24	24A	Paint Red Curb	460.00	LF	
36	14B	Remove Existing and Install New Lane Markings, Striping, Pavement Legends, and Raised Pavement Markers (RPMs) per Approved Plan	1.00	LS	
37	15B	Install New Blue Raised Pavement Markers (BRPMs)	10.00	EACH	
38	16B	Remove Existing and Install New Thermoplastic Pavement Markings, including Continental Crosswalk and Green Lanes or Conflict Zones	1.00	LS	
47	24B	Paint Red Curb	745.00	LF	

General Notes:

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Request For Quote

Submitted To:	Lukkes Striping Inc	Contact:	Taylor Lukkes
Address:	2060 Emery Avenue La Habra, CA	Phone:	(714) 352-7005
		Fax:	(562) 448-3937
Project Name:	Wilson Street Improvement Project	Bid Number:	22-01
Project Location:	Wilson Street - Placentia to Newport Blvd, Costa Mesa, CA	Bid Date:	4/4/2022
Estimator:	Bird, Kim		
Attachments:	22-01 Bid Addendum No. 4 (Wilson St.),pdf		

Sub-Stripe

Line#	Item #	Description	Quantity	UM	Unit Price
14	14A	Remove Existing and Install New Lane Markings, Striping, Pavement Legends, and Raised Pavement Markers (RPMs) per Approved Plan	1.00	LS	
15	15A	Install New Blue Raised Pavement Markers (BRPMs)	7.00	EACH	
16	16A	Remove Existing and Install New Thermoplastic Pavement Markings, including Continental Crosswalk and Green Lanes or Conflict Zones	1.00	LS	
24	24A	Paint Red Curb	460.00	LF	
36	14B	Remove Existing and Install New Lane Markings, Striping, Pavement Legends, and Raised Pavement Markers (RPMs) per Approved Plan	1.00	LS	
37	15B	Install New Blue Raised Pavement Markers (BRPMs)	10.00	EACH	
38	16B	Remove Existing and Install New Thermoplastic Pavement Markings, including Continental Crosswalk and Green Lanes or Conflict Zones	1.00	LS	
47	24B	Paint Red Curb	745.00	LF	

General Notes:

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Request For Quote

Submitted To:	Maddole & Associates, Inc	Contact:	Deana Wolken
Address:	9302 Pittsburgh Ave STE 230 Rancho Cucamonga, CA 91730 UNITED STATES	Phone:	(909) 481-6322
Project Name:	Wilson Street Improvement Project	Bid Number:	22-01
Project Location:	Wilson Street - Placentia to Newport Blvd, Costa Mesa, CA	Bid Date:	4/4/2022
Estimator:	Bird, Kim		
Attachments:	22-01 Bid Addendum No. 4 (Wilson St.).pdf		

Sub-Survey

Line#	Item #	Description	Quantity	UM	Unit Price
17	17A	Adjust and Reset Existing Survey Monuments and Ties	12.00	EACH	
39	17B	Adjust and Reset Existing Survey Monuments and Ties	14.00	EACH	
		Survey	1.00	LS	
		Survey	1.00	LS	
		Survey	1.00	LS	

General Notes:

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Request For Quote

Submitted To:	MD Rubber Crackfilling	Contact:	Corey Kirschner
Address:	PO Box 15504 Santa Ana, CA 92735	Phone:	(714) 656-7131
		Fax:	
Project Name:	Wilson Street Improvement Project	Bid Number:	22-01
Project Location:	Wilson Street - Placentia to Newport Blvd, Costa Mesa, CA	Bid Date:	4/4/2022
Estimator:	Bird, Kim		
Attachments:	22-01 Bid Addendum No. 4 (Wilson St.).pdf		

Sub-Cracksealing

Line#	Item #	Description	Quantity	UM	Unit Price
4	4A	Procure and Apply Crack Seal prior to Slurry Seal	1.00	LS	
20	20A	Cracksealing	105,000.00	SF	
26	4B	Procure and Apply Crack Seal prior to Slurry Seal	1.00	LS	
43	20B	Cracksealing	163,000.00	SF	

General Notes:

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Request For Quote

Submitted To:	Pavement Rehab Company	Contact:	Tim Fitzpatrick
Address:	1181 Princess Ct Costa Mesa, CA 92626 USA	Phone:	714-238-1444
		Fax:	
Project Name:	Wilson Street Improvement Project	Bid Number:	22-01
Project Location:	Wilson Street - Placentia to Newport Blvd, Costa Mesa, CA	Bid Date:	4/4/2022
Estimator:	Bird, Kim		
Attachments:	22-01 Bid Addendum No. 4 (Wilson St.).pdf		

Sub-Cracksealing

Line#	Item #	Description	Quantity	UM	Unit Price
4	4A	Procure and Apply Crack Seal prior to Slurry Seal	1.00	LS	
20	20A	Cracksealing	105,000.00	SF	
26	4B	Procure and Apply Crack Seal prior to Slurry Seal	1.00	LS	
43	20B	Cracksealing	163,000.00	SF	

General Notes:

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Request For Quote

Submitted To: PCI	Contact: William Jacob
Address: 975 W. 1ST STREET Azusa, CA 91702	Phone: (562) 218-0504 Fax: (562) 218-0634
Project Name: Wilson Street Improvement Project	Bid Number: 22-01
Project Location: Wilson Street - Placentia to Newport Blvd, Costa Mesa, CA	Bid Date: 4/4/2022
Estimator: Bird, Kim	
Attachments: 22-01 Bid Addendum No. 4 (Wilson St.).pdf	

Sub-Stripe

Line#	Item #	Description	Quantity	UM	Unit Price
14	14A	Remove Existing and Install New Lane Markings, Striping, Pavement Legends, and Raised Pavement Markers (RPMs) per Approved Plan	1.00	LS	
15	15A	Install New Blue Raised Pavement Markers (BRPMs)	7.00	EACH	
16	16A	Remove Existing and Install New Thermoplastic Pavement Markings, including Continental Crosswalk and Green Lanes or Conflict Zones	1.00	LS	
24	24A	Paint Red Curb	460.00	LF	
36	14B	Remove Existing and Install New Lane Markings, Striping, Pavement Legends, and Raised Pavement Markers (RPMs) per Approved Plan	1.00	LS	
37	15B	Install New Blue Raised Pavement Markers (BRPMs)	10.00	EACH	
38	16B	Remove Existing and Install New Thermoplastic Pavement Markings, including Continental Crosswalk and Green Lanes or Conflict Zones	1.00	LS	
47	24B	Paint Red Curb	745.00	LF	

General Notes:

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Request For Quote

Submitted To:	Rubberized Crackfiller Sealant Inc.	Contact:	Estimating
Address:	800 EAST WALNUT AVE Fullerton, CA 928314532	Phone:	(714) 843-5192
		Fax:	(714) 992-1923
Project Name:	Wilson Street Improvement Project	Bid Number:	22-01
Project Location:	Wilson Street - Placentia to Newport Blvd, Costa Mesa, CA	Bid Date:	4/4/2022
Estimator:	Bird, Kim		
Attachments:	22-01 Bid Addendum No. 4 (Wilson St.).pdf		

Sub-Cracksealing

Line#	Item #	Description	Quantity	UM	Unit Price
4	4A	Procure and Apply Crack Seal prior to Slurry Seal	1.00	LS	
20	20A	Cracksealing	105,000.00	SF	
26	4B	Procure and Apply Crack Seal prior to Slurry Seal	1.00	LS	
43	20B	Cracksealing	163,000.00	SF	

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Request For Quote

Submitted To:	Smithson Electric, Inc.	Contact:	Laurie Johnsen
Address:	1938 EAST KATELLA AVENUE Orange, CA 92867 UNITED STATES	Phone:	(714) 997-9556
		Fax:	(714) 997-9559
Project Name:	Wilson Street Improvement Project	Bid Number:	22-01
Project Location:	Wilson Street - Placentia to Newport Blvd, Costa Mesa, CA	Bid Date:	4/4/2022
Estimator:	Bird, Kim		
Attachments:	22-01 Bid Addendum No. 4 (Wilson St.).pdf		

Sub-Loops

Line#	Item #	Description	Quantity	UM	Unit Price
22	22A	Remove Existing and Install New Type "D" Traffic Signal Loop Detectors	5.00	EACH	
23	23A	Remove Existing and Install New Type "E" Traffic Signal Loop Detectors	45.00	EACH	
45	22B	Remove Existing and Install New Type "D" Traffic Signal Loop Detectors	35.00	EACH	
46	23B	Remove Existing and Install New Type "E" Traffic Signal Loop Detectors	30.00	EACH	

General Notes:

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Request For Quote

Submitted To: Superior Pavement Markings	Contact: Darren Veltz
Address: 5312 CYPRESS STREET Cypress, CA 90630	Phone: (714) 995-9100
	Fax:
Project Name: Wilson Street Improvement Project	Bid Number: 22-01
Project Location: Wilson Street - Placentia to Newport Blvd, Costa Mesa, CA	Bid Date: 4/4/2022
Estimator: Bird, Kim	
Attachments: 22-01 Bid Addendum No. 4 (Wilson St.).pdf	

Sub-Stripe

Line#	Item #	Description	Quantity	UM	Unit Price
14	14A	Remove Existing and Install New Lane Markings, Striping, Pavement Legends, and Raised Pavement Markers (RPMs) per Approved Plan	1.00	LS	
15	15A	Install New Blue Raised Pavement Markers (BRPMs)	7.00	EACH	
16	16A	Remove Existing and Install New Thermoplastic Pavement Markings, including Continental Crosswalk and Green Lanes or Conflict Zones	1.00	LS	
24	24A	Paint Red Curb	460.00	LF	
36	14B	Remove Existing and Install New Lane Markings, Striping, Pavement Legends, and Raised Pavement Markers (RPMs) per Approved Plan	1.00	LS	
37	15B	Install New Blue Raised Pavement Markers (BRPMs)	10.00	EACH	
38	16B	Remove Existing and Install New Thermoplastic Pavement Markings, including Continental Crosswalk and Green Lanes or Conflict Zones	1.00	LS	
47	24B	Paint Red Curb	745.00	LF	

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Request For Quote

Submitted To:	Traffic Loops Crackfilling, Inc	Contact:	Estimating
Address:	946 SOUTH EMERALD ST Anaheim, CA 928042513 UNITED STATES	Phone:	(714) 520-4026
		Fax:	(714) 520-4027
Project Name:	Wilson Street Improvement Project	Bid Number:	22-01
Project Location:	Wilson Street - Placentia to Newport Blvd, Costa Mesa, CA	Bid Date:	4/4/2022
Estimator:	Blrd, Kim		
Attachments:	22-01 Bid Addendum No. 4 (Wilson St.).pdf		

Sub-Loops

Line#	Item #	Description	Quantity	UM	Unit Price
22	22A	Remove Existing and Install New Type "D" Traffic Signal Loop Detectors	5.00	EACH	
23	23A	Remove Existing and Install New Type "E" Traffic Signal Loop Detectors	45.00	EACH	
45	22B	Remove Existing and Install New Type "D" Traffic Signal Loop Detectors	35.00	EACH	
46	23B	Remove Existing and Install New Type "E" Traffic Signal Loop Detectors	30.00	EACH	

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EXHIBIT B
FEDERAL REQUIREMENTS

- I. General
- II. Nondiscrimination
- III. No segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

FHWA-1273 -- Revised May 1, 2012

2. EEO Officer: The contractor will designate and make known to the contracting officers and EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting and active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

FHWA-1273 – Revised May 1, 2012

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

FHWA-1273 – Revised May 1, 2012

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

FHWA-1273 – Revised May 1, 2012

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and

current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
 - (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
 - (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

FHWA-1273 – Revised May 1, 2012

4. Apprentices and trainees**a. Apprentices (programs of the USDOL).**

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.**d. Apprentices and Trainees (programs of the U.S. DOT).**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

FHWA-1273 – Revised May 1, 2012

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
 - (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
 - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
 - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
 - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

FHWA-1273 -- Revised May 1, 2012

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered

transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
 - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

FHWA-1273 -- Revised May 1, 2012

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website

(<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and normally possessed by a prudent person in the ordinary course of business dealings.

- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed information of participant is not required to exceed that which is \$100,000 and that all such recipients shall certify and disclose accordingly.

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

	Economic Area	Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey	28.9
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	25.6
	7400 San Jose, CA CA Santa Clara, CA	19.6
	7485 Santa Cruz, CA CA Santa Cruz	14.9
	7500 Santa Rosa CA Sonoma	9.1
	8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	16.1 14.3
	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern	19.1
	2840 Fresno, CA	26.1

	CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange	11.9
	4480 Los Angeles-Long Beach, CA CA Los Angeles	28.3
	6000 Oxnard-Simi Valley-Ventura, CA CA Ventura	21.5
	6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino	19.0
	7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara	19.7
	Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	24.6
	181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego
Non-SMSA Counties CA Imperial		18.2

For the last full week of July during which work is performed under the contract, the prime contractor and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. TITLE VI ASSURANCES

The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and E. Appendix B only requires inclusion if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D only require inclusion if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment,

each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- d. **Information and Reports:** CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. **Incorporation of Provisions:** CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person

will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

14. USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Federal Trainee Program Special Provisions
(to be used when applicable)

15. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is ____.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the City/County of _____ :

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

The prime contractor shall obtain the City/County of _____ approval for this submitted information before the prime contractor starts work. The City/County of _____ credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City/County of _____ and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - Meet the your equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of _____ reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
 - a. Contribute to the cost of the training
 - b. Provide the instruction to the apprentice or trainee
 - c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

The prime contractor shall furnish the apprentice or trainee with a copy of the program that the prime contractor will comply with in providing the training.

16. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

FEDERAL FUNDING SUPPLEMENT

DAVIS-BACON ACT PROVISIONS (29 CFR SECTION 5:5)

(a) (1) MINIMUM WAGES

(i) All mechanics and laborers employed or working upon the site of the work or under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)], the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics; and the wage determination decision shall be posted by CONTRACTOR at the site of the work in a prominent place where it can be easily seen by the workers. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1) (iv). Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

(ii) CITY'S Project Manager shall require that any class of laborers or mechanics, including apprentices and trainees, which is not listed in the wage determination and which is to be employed under the contract, shall be classified or reclassified conformably to the wage determination and a report of the action taken shall be sent by CITY'S Project Manager to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics, including apprentices and trainees, to be used, the question accompanied by the recommendation of CITY'S Project Manager shall be referred to the Secretary for final determination.

(iii) CITY'S Project Manager shall require, whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and CONTRACTOR is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of CITY'S Project Manager shall be referred to the Secretary of Labor for determinations.

(iv) If CONTRACTOR does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this contract: Provided, however, the Secretary of Labor has found, upon the written request of CONTRACTOR, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) WITHHOLDING

CITY'S Finance Director may withhold or cause to be withheld from CONTRACTOR so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices and trainees, employed by CONTRACTOR or any subcontractor on the work the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentices or trainees, employed or working on the site of the work, or under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project, all or part of the wages required by the contract, CITY'S Finance Director may, after written notice to CONTRACTOR, or subcontractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee or funds until such violations have ceased.

(3) PAYROLLS AND BASIC RECORDS

(i) Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work, or in the construction or development of same. Such records will contain the name and address of each such employee, his correct classification, rates of pay [including rates of contributions or costs anticipated of the types described in Section 1(b)(2) of the Davis-Bacon Act], daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(ii) CONTRACTOR will submit weekly a copy of all payrolls to CITY's Finance Director reflecting wages paid to each of its employees during the preceding weekly payroll period. The copy shall be accompanied by a statement signed by CONTRACTOR or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the work he performed. A submission of a "Weekly Statement of Compliance" which is required under this contract and the Copeland Regulations of the Secretary of Labor (29 CFR, Part 3) and the filing with the initial payroll or any subsequent payroll of a copy of any findings by the Secretary of Labor under 29 CFR 5.5(a)(1)(iv) shall satisfy this requirement. CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors. CONTRACTOR will make the records required under the labor standards clauses of the contract available for inspection by authorized representatives of the CITY'S Finance Department and the Department of Labor, and will permit such representatives to interview employees during working hours on the job. CONTRACTOR employing apprentices or trainees under approved programs shall include a notation on the first weekly certified payrolls submitted to the contracting agencies that their employment is pursuant to an approved program and shall identify the program.

(4) APPRENTICES AND TRAINEES

(i) APPRENTICES:

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to CONTRACTOR as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in subdivision (ii) of this subparagraph or is not registered or otherwise employed as stated above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. CONTRACTOR and all subcontractors will be required to furnish to CITY'S Project Manager written evidence of the registration of his program and apprentices as well as of the appropriate ratios and wage rates (expressed in percentages of the journeyman hourly rates), for the area of construction prior to using any apprentices on the contract work. The wage rate paid apprentices shall be not less than the appropriate percentage of the journeyman's rate contained in the applicable wage determination.

(ii) TRAINEES:

Except as provided in 29 CFR 5.15, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training. The ratio of trainees to journeymen shall not be greater than permitted under the plan approved by the

Bureau of Apprenticeship and Training. Every trainee must be paid at not less than the rate specified in the approved program for his level of progress. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Bureau of Apprenticeship and Training shall be paid not less than the wage rate determined by the Secretary of Labor for the classification of work he actually performed. CONTRACTOR and all subcontractors will be required to furnish CITY's Project Manager written evidence of the certification of his program, the registration of the trainees, and the ratios and wage rates prescribed in that program. In the event the Bureau of Apprenticeship and Training withdraws approval of a training program, CONTRACTOR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) EQUAL EMPLOYMENT OPPORTUNITY:

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR, Part 30.

(5) COMPLIANCE WITH COPELAND REGULATIONS (29 CFR, PART 3)

CONTRACTOR shall comply with the Copeland Regulations (29 CFR, Part 3) of the Secretary of Labor which are herein incorporated by reference.

(6) SUBCONTRACTS

CONTRACTOR will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (5) and (7) and such other clauses as the CITY's Project Manager may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

(7) CONTRACT DETERMINATION; DEBARMENT

A breach of clauses (1) through (6) may be grounds for termination of the contract, and for debarment as provided in 29 CFR 5.6.

(b) (1) OVERTIME REQUIREMENTS

No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless laborer or mechanic receives compensation at a rate of not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, as the case may be.

(2) VIOLATION; LIABILITY FOR UNPAID WAGES; LIQUIDATED DAMAGES

In the event of any violation of the clause set forth in subparagraph (1), CONTRACTOR and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to CITY for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in subparagraph (1), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1).

(3) WITHHOLDING FOR UNPAID WAGES & LIQUIDATED DAMAGES

CITY may withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and

liquidated damages as provided in the clause set forth in paragraph (2).

(4) SUBCONTRACTS

CONTRACTOR shall insert in any subcontracts the clauses set forth in subparagraphs (1), (2), and (3) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

EQUAL OPPORTUNITY CLAUSE [41 CFR SECTION 60-1.4(B)]

During the performance of this contract, CONTRACTOR agrees as follows:

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by CITY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of CONTRACTOR'S noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further CITY contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as CITY may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by CITY, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

Section 3 Clause

All section 3 contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

The contractor/subcontractor provider by this signature affixed hereto declares under penalty of perjury; contractor/subcontractor has read requirements of this section and accepts all its requirements contained therein for all of his/her operations related to this contract.

Signature

Print Name and Title

Signature

Print Name and Title

Date

EXHIBIT C

BONDS

**FAITHFUL PERFORMANCE PAYMENT BOND
TO ACCOMPANY PUBLIC WORKS AGREEMENT**

Bond No. 7668299
Premium is for contract term and is subject to
adjustment based on final contract price
Executed in: 3 Counterparts

The premium charge on this bond is \$ 7,092.00 , being at the rate of \$ 3.95 per thousand of the contract price.

WHEREAS, the City of Costa Mesa, State of California, has awarded to All American Asphalt hereinafter designated as the "Principal", a Public Works Agreement for the project known as: Wilson Street Improvement (CDBG) * in the City of Costa Mesa, in strict conformity with the Public Works Agreement on file with the Costa Mesa City Clerk, which is incorporated herein by this reference (the "Agreement").

* Project, City Project No. 22-01

WHEREAS, Principal has executed or is about to execute the Agreement and the terms thereof require the furnishing of a bond for the faithful performance of the Agreement.

NOW, THEREFORE, We, the undersigned Principal, and Fidelity and Deposit Company of Maryland, duly authorized to transact business under the laws of the State of California, as Surety (referred to herein as "Surety"), are held and firmly bound unto the City of Costa Mesa, in the sum of One Million Seven Hundred ** Dollars (\$ 1,795,390.50) lawful money of the United States of America, said sum being equal to 100% of the estimated amount payable by the City of Costa Mesa under the terms of the Agreement, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these present.

** Ninety Five Thousand Three Hundred Ninety and 50/100

The Surety's obligations under this Bond are commensurate with the obligations of the Principal under the Agreement. The Surety's obligations shall include, but are not limited to: (1) the responsibilities of Principal under the Agreement for completion of the Agreement and correction of defective work; (2) the responsibilities of Principal under the Agreement to pay any liquidated damages, and, for damages for which no liquidated damages are specified in the Agreement, actual damages caused by non-performance of the Agreement, including, but not limited to, all valid and proper backcharges, offsets, payments indemnities, or other damages; and (3) additional legal, design professional and delay costs resulting from Principal's default or failure to act of the Surety.

The condition of this obligation is such that if the Principal or the Principal's heirs, executors, administrators, successors or assigns, in all things stands to and abides by, and well and truly keeps and performs all of the work, covenants, conditions, and agreements in the Agreement and any alteration thereof made as therein provided on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and indemnifies, defends, and saves harmless the City of Costa Mesa, its officers, employees, and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified in this Bond, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation.

The Surety, for value received, stipulates and agrees that no change, extension of time, or alterations or additions to the terms of the Agreement or to the work to be performed thereunder, or the specifications accompanying same, shall in any way affect its obligations on this Bond, and it hereby waives notice of any such change, extension of time, or alterations or additions to the Agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety, on the 4th day of May, 2022.

All American Asphalt
Name of Contractor (Principal)

Fidelity and Deposit Company of Maryland
Name of Surety
777 S. Figueroa Street, Suite 3900
Los Angeles, CA 90017
Address of Surety


Authorized Signature/Title
EDWARD J. CARLISOW, VICE PRESIDENT


Authorized Agent Signature

Rebecca Haas-Bates, Attorney-in-Fact
Print Name and Title

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 Riverside

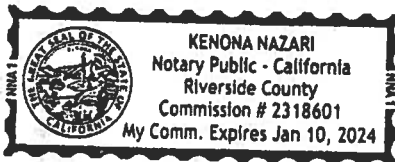
On May 10, 2022 before me, Kenona Nazari, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Edward J. Carlson
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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Kenona Nazari
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document Faithful Performance Payment Bond – City of Costa Mesa

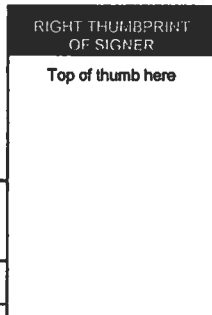
Document Date: May 4, 2022 Number of Pages: 3

Signer(s) Other Than Named Above: Rebecca Haas-Bates, Attorney-in-Fact

Capacity(ies) Claimed by Signer(s)

Signer's Name: Edward J. Carlson

- Individual
- Corporate Officer – Title(s): Vice President
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____

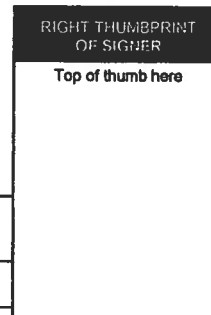


Signer is Representing:

All American Asphalt

Signer's Name: _____

- Individual
- Corporate Officer – Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____



Signer is Representing:

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 05/04/2022 before me, Alma Karen Hernandez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Rebecca Haas-Bates
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature *Alma Karen Hernandez*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Performance Bond No. 7668299 Document Date: 05/04/2022
Number of Pages: One (1) Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____
Fidelity and Deposit Company of Maryland

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND this, 4th day of May, A.D. 2022.



ATTEST:

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

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 4th day of May, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 4th day of May, 2022.



MJ Pethick

By: Mary Jean Pethick
Vice President

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

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

**LABOR AND MATERIALS PAYMENT BOND
TO ACCOMPANY CONTRACT PUBLIC WORK**

WHEREAS, the City of Costa Mesa, State of California, has awarded to All American Asphalt, hereinafter designated as the "Principal", a contract for the project known as: Wilson Street Improvement (CDBG) * in the City of Costa Mesa, in strict conformity with the contract on file with the Costa Mesa City Clerk, which is incorporated herein by this reference.

* Project, City Project No. 22-01

WHEREAS, Principal has executed or is about to execute the contract and the terms thereof and California Civil Code section 9554 require the furnishing of a bond, providing that if Principal or any of Principal's subcontractors fails to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work agreed to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth.

NOW, THEREFORE, We, the undersigned Principal, and Fidelity and Deposit Company of Maryland, duly authorized to transact business under the laws of the State of California, as Surety (referred to herein as "Surety"), are held and firmly bound unto the City of Costa Mesa, in the sum of One Million Seven Hundred ** Dollars (\$1,795,390.50) lawful money of the United States of America, said sum being equal to 100% of the estimated amount payable to the City of Costa Mesa under the terms of the contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors, executors, and administrators, successors and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Principal or the Principal's subcontractors fail to pay for any materials, provisions, or other supplies, implements or machinery used in, upon, for, or about the performance of the work contracted to be done, or for any other work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety will pay for the same, in an amount not exceeding the sum specified in this Bond, and also, in case suit is brought to enforce the obligations of this Bond, a reasonable attorneys' fees, to be fixed by the Court as required by the provisions of Section 9554 of the California Civil Code.

** Ninety Five Thousand Three Hundred Ninety and 50/100


This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond. And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety, on the 4th day of May, 2022.

All American Asphalt
Name of Contractor (Principal)

Fidelity and Deposit Company of Maryland
Name of Surety
777 S. Figueroa Street, Suite 3900
Los Angeles, CA 90017
Address of Surety


Authorized Signature/Title
EDWARD J. CARLSON, VICE PRESIDENT


Authorized Agent Signature

Rebecca Haas-Bates, Attorney-in-Fact
Print Name and Title

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 Riverside

On May 10, 2022 before me, Kenona Nazari, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Edward J. Carlson
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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document Labor and Material Payment Bond – City of Costa Mesa

Document Date: May 4, 2022 Number of Pages: 3

Signer(s) Other Than Named Above: Rebecca Haas-Bates, Attorney-in-Fact

Capacity(ies) Claimed by Signer(s)

Signer's Name: Edward J. Carlson

- Individual
- Corporate Officer – Title(s): Vice President
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer is Representing:
All American Asphalt

Signer's Name: _____

- Individual
- Corporate Officer – Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer is Representing: _____

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 05/04/2022 before me, Alma Karen Hernandez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Rebecca Haas-Bates
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature *Alma Karen Hernandez*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Payment Bond No. 7668299 Document Date: 05/04/2022
Number of Pages: One (1) Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____
Fidelity and Deposit Company of Maryland

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 4th day of May, 2022.



MJ Pethick

By: Mary Jean Pethick
Vice President

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

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND this, 4th day of May, A.D. 2022.



ATTEST:

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

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary



State of Maryland
County of Baltimore

On this 4th day of May, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



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

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY *that, pursuant to the Insurance Code of the State of California,*

Fidelity and Deposit Company of Maryland

of Illinois, organized under the laws of Illinois, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

**Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation,
Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle,
Automobile, Aircraft and Miscellaneous**

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, *effective as of the 12th day of March, 2019, I have set my hand and caused my official seal to be affixed this 12th day of March, 2019.*



Ricardo Lara
Insurance Commissioner

A handwritten signature in dark ink, appearing to read 'Valerie Sarfaty', written over a faint horizontal line.

By

Valerie Sarfaty
for Catalina Hayes-Bautista
Insurance Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

THE FIDELITY AND DEPOSIT COMPANY

OF MARYLAND
1299 Zurich Way Schaumburg, IL 60196

Statement of Financial Condition
As Of December 31, 2021

ASSETS

Bonds.....	\$ 237,467,504
Stocks	18,985,762
Cash and Short-Term Investments	7,415,852
Reinsurance Recoverable	25,735,324
Federal Income Tax Recoverable.....	0
Other Accounts Receivable.....	24,479,233
TOTAL ADMITTED ASSETS.....	\$ 314,083,675

LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses	\$ 378,101
Ceded Reinsurance Premiums Payable	48,876,599
Remittances and Items Unallocated	0
Payable to parents, subs and affiliates	0
Securities Lending Collateral Liability.....	0
TOTAL LIABILITIES	\$ 49,254,700
Capital Stock, Paid Up	\$ 5,000,000
Surplus.....	264,828,975
Surplus as regards Policyholders.....	264,828,975
TOTAL	\$ 314,083,675

Securities carried at \$78,561,855 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2021 would be \$319,561,762 and surplus as regards policyholders \$270,307,062.

I, LAURA J. LAZARCZYK, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2021.

DocuSigned by:
Laura J. Lazarczyk
42DF68847197480
Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2022.



[Signature]
Notary Public

Company Profile

- Company Search
- Company Search Results
- Company Information
- Old Company Names
- Agent for Service Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation Complaint and Request for Action/Appeals
- Contact Information

Financial Statements PDF's

- Annual Statements
- Quarterly Statements

Company Complaint

- Company Performance & Comparison Data
- Company Enforcement Action
- Composite Complaints Studies

Additional Info

- Find A Company Representative In Your Area
- View Financial Disclaimer

COMPANY PROFILE
Company Information
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

**1299 ZURICH WAY
SCHAUMBURG, IL 60196
800-382-2150**

Old Company Names
Effective Date
Agent For Service

Melissa DeKoven
 2710 Gateway Oaks Drive, Suite 150N
 Sacramento CA 95833-3505

Reference Information

NAIC #:	39306
California Company ID #:	2479-4
Date Authorized in California:	01/01/1982
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	ILLINOIS

back to top

NAIC Group List

NAIC Group #: 0212 ZURICH INS GRP

Lines Of Business

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

- AIRCRAFT
- AUTOMOBILE
- BOILER AND MACHINERY
- BURGLARY
- CREDIT
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS
- SPRINKLER
- SURETY

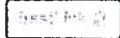
**TEAM AND VEHICLE
WORKERS' COMPENSATION**

[back to top](#)

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AM Best Rating Services

The Fidelity and Deposit Company of Maryland



AMB #: 000387 NAIC #: 39306 FEIN #: 133046577

Domiciliary Address

1299 Zurich Way
Schaumburg, Illinois 60196-1056
[United States](#)

Web: www.zurichna.com

Phone: 800-382-2150

AM Best Rating Unit: [AMB #: 050457 - Zurich Insurance Group Ltd](#)

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



For more information, news, reports and products visit [www.ambest.com](#).

Based on AM Best's analysis, [050457 - Zurich Insurance Group Ltd](#) is the AMB Ultimate Parent and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Reviews

Financial Strength [View Definition](#)

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	g (Group)
Outlook (or implication):	Stable
Action:	Affirmed
Effective Date:	October 01, 2021
Initial Rating Date:	June 30, 1922

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Associate Director : Edin Imsirovic
Director: Robert Raber

Note: See the Disclosure Information Form or Press Release below for the office and analyst at the time of the rating event.

Long-Term Issuer Credit [View Definition](#)

Rating (Rating Category):	aa- (Superior)
Outlook (or implication):	Positive
Action:	Affirmed
Effective Date:	October 01, 2021
Initial Rating Date:	September 14, 2004

Disclosure Information Form

View AM Best's [Rating Disclosure Form](#)

Press Release

[AM Best Revises Issuer Credit Rating Outlook to Positive for Zurich Insurance Group Ltd and Its Main Rated Subsidiaries](#)

October 01, 2021

View AM Best's [Rating Review Form](#)

Financial Size Category [View Definition](#)

Financial Size Category:	XV (\$2 Billion or greater)
--------------------------	-----------------------------

u Denotes [Under Review Best's Rating](#)

Rating History

AM Best has provided ratings & analysis on this company since 1922.

Financial Strength Rating

Long-Term Issuer Credit Rating

Effective Date	Rating	Effective Date	Rating
October 01, 2021	A+	October 01, 2021	aa-
October 02, 2020	A+	October 02, 2020	aa-
September 25, 2019	A+	September 25, 2019	aa-
September 19, 2018	A+	September 19, 2018	aa-
December 08, 2017	A+	December 08, 2017	aa-
December 01, 2016	A+	December 01, 2016	aa-

Best's Credit & Financial Reports



Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 050457 - Zurich Insurance Group Ltd.



Best's Credit Report - Archive - reports which were released prior to the current Best's Credit Report.



Best's Financial Report - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.

View additional [news](#), [reports](#) and [products](#) for this company.

Press Releases

<u>Date</u>	<u>Title</u>
Oct 01, 2021	<u>AM Best Revises Issuer Credit Rating Outlook to Positive for Zurich Insurance Group Ltd and Its Main Rated Subsidiaries</u>
Oct 02, 2020	<u>AM Best Affirms Credit Ratings of Zurich Insurance Group Ltd and Its Main Rated Subsidiaries</u>
Sep 25, 2019	<u>AM Best Affirms Credit Ratings of Zurich Insurance Group Ltd and Its Main Rated Subsidiaries</u>
Sep 19, 2018	<u>A.M. Best Affirms Credit Ratings of Zurich Insurance Group Ltd and Its Main Rated Subsidiaries</u>
Dec 08, 2017	<u>A.M. Best Revises Outlooks to Stable for Zurich Insurance Group Ltd and Its Main Rated Subsidiaries</u>
Dec 01, 2016	<u>A.M. Best Affirms Credit Ratings of Zurich Insurance Company Limited and Its Main Rated Affiliates</u>
Oct 02, 2015	<u>A.M. Best Affirms Ratings and Revises Outlook to Negative for Zurich Insurance Company Limited and Some of Its Rated Affiliates</u>



2 3

Page size: 10

22 Items in 3 pages

European Union Disclosures

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Australian Disclosures

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Official website of the U.S. Department of the Treasury
U.S. Department of the Treasury - Office of Financial Management Services



Surety Bonds

[Home](#)

[Index](#)

[Search](#)

[Bureau of the Fiscal Service](#) > [Surety Bonds](#) > List of Certified Companies

List of Certified Companies

Download the complete listing of [Certified Companies PDE](#), or browse the list below.

Also, see [Supplemental Changes to Circular 570](#)

Last updated July 01, 2021

[A](#) [B](#) [C](#) [D](#) [E](#) [F](#) [G](#) [H](#) [I](#) [J](#) [K](#) [L](#) [M](#) [N](#) [O](#) [P](#) [Q](#) [R](#) [S](#) [T](#) [U](#)
[V](#) [W](#) [X](#) [Y](#) [Z](#)

A

ACCREDITED SURETY AND CASUALTY COMPANY, INC.

(NAIC #26379)

BUSINESS ADDRESS: PO Box 140855, Orlando, FL 32814.

PHONE: (407) 629-2131.

UNDERWRITING LIMITATION b/: \$6, 575,000.

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY.

INCORPORATED IN: Florida.

ACE American Insurance Company

(NAIC #22667)

[Translate](#)

EXHIBIT D

DRUG-FREE WORKPLACE POLICY

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
 - B. Establishing a Drug-Free Awareness Program to inform employees about:

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

1. The dangers of drug abuse in the workplace;
 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

