

CITY OF SANTA ANA
PROPOSAL
 PROJECT NO.: 22-6987
 GRAND AVENUE REHABILITATION
 FROM WARNER AVENUE TO EDINGER AVENUE

INSTRUCTIONS TO BIDDERS FOR PROPOSAL SUBMISSION

INTENT OF PROPOSAL

The purpose of this Proposal is to identify a Prime Contractor to enter into a contract with the City of Santa Ana, referred to as AGENCY, to complete the Work shown on the Contract Documents.

PROPOSAL

The Proposal shall be submitted in accordance with the Notice Inviting Bids and shall be accompanied by the following documents:

1. *Bid Proposal*
2. *Bidder's Statement*
3. *Contractor's Licensing and Registration Statement*
4. *Prevailing Wage Compliance and Monitoring Statement*
5. *Ownership Affidavit*
6. *Bid Bond*
7. *List of Sub-Contractors*
8. *References*
9. *Additional References*
10. *Non-Collusion Affidavit*
11. *Non-Discrimination Certificate*
12. *Statement Regarding Apprenticeship Requirements*
13. *Statement Regarding "Anti-Kickback" Requirements*
14. *Public Contract Code Section 10162 Questionnaire*

The Proposal may be considered non-responsive if any of these documents or forms is not included. The bid package shall be submitted as instructed in the Notice Inviting Bids. **It is the BIDDER'S responsibility to ensure submittal of their Proposal on PlanetBids.**

CALIFORNIA STATE LABOR CODE

As outlined in the Notice Inviting Bids, this project is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations, per Section 1771.4.a.1. BIDDERS are required to inform themselves fully of the conditions relating to construction and labor under which the work will be performed. Any contract entered into pursuant to this notice will incorporate the provisions of the California State Labor Code. Per Section 1771.4.a.2, Contractors are required to post job site notices, as prescribed by regulation.

EXAMINATION OF CONTRACT DOCUMENTS AND PROJECT SITE

BIDDERS shall satisfy themselves by personal examination of the work site, Contract Documents including the Plans and Specifications (and by any other means as they believe necessary) as to the actual physical conditions, requirements, and difficulties under which work must be performed.

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DISCREPANCIES AND MISUNDERSTANDINGS

No BIDDER shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in the Contract Documents including the Plans and Specifications shall be called to the attention of the AGENCY as a Request for Clarification and addressed prior to the submission of bid proposals.

REQUESTS FOR INTERPRETATION OF CONTRACT DOCUMENTS

Requests for interpretation must be submitted online through PlanetBids. Any interpretation or correction of the documents will be made only by an Addendum.

ADDENDA

All addenda issued during the open bid advertisement period will be posted on PlanetBids and shall become part of the Contract Documents. Before submitting a Proposal, each BIDDER is responsible to acknowledge the issuance of addenda via PlanetBids.

WITHDRAWAL OF PROPOSAL

A Proposal may be withdrawn by submitting a written request signed by the BIDDER. Such requests must be delivered to the AGENCY'S Public Works Agency Executive Director prior to the bid-opening hour stipulated in the Notice Inviting Bids.

BID PROTEST

Bid protests must be submitted in writing to the Executive Director of the Public Works Agency, City of Santa Ana, 20 Civic Center Plaza M-21, Santa Ana, CA 92701 before 4:00 p.m. of the 5th business day following bid opening ("Bid Protest Deadline"). A business day means a day on which the City is open for normal business and excludes weekends and holidays. Bid protests sent via U.S. mail or overnight carrier must be received by the AGENCY by the date and time limits described above in order to be deemed timely. Hand delivered protests must be provided during regular business hours to the receptionist in the City Hall Annex/Public Works Counter on the first floor of the City Hall Annex. Subsequent responses from the protesting and protested bidder can be submitted by email. Bid protests must comply with the following:

- a. **Bid Protest Fee.** Any potential protest shall be required to submit the Bid Protest Fee Payment Form (Appendix G) and include the payment of a nonrefundable fee by the protesting bidder at the time of submittal. The fee will cover the administrative costs of processing the bid protest consistent with the Santa Ana Municipal Code relating to administrative appeals (SAMC Section 3-3.) This fee shall be in the amount of \$1860.
- b. **General.** Only a bidder who has submitted a bid proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
- c. **Contents of Protest.** The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted by the protesting bidder after the Bid Protest Deadline will not be considered. The protest must refer to the specific

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portion of the Contract Documents upon which the protest is based. The protest must include the name, address, e-mail address, and telephone number of the person representing the protesting bidder if different from the protesting bidder.

- d. **Copy to Protested Bidder.** By or before the Bid Protest Deadline, the party submitting the bid protest shall concurrently transmit a copy of the bid protest document to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending on the outcome of the protest.
- e. **Response to Protest.** The protested bidder may submit a written Response to the Bid Protest within two business days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner ("Response Deadline"). The Response to the Bid Protest must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The Response to the Bid Protest must contain the name, address, e-mail address, and telephone number of the persons representing the protested bidder if different from the protested bidder.
- f. **Copy to Protesting Bidder.** A copy of the Response to the Bid Protest and all supporting documents must be concurrently transmitted by the protested bidder to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
- g. **No Hearing on Bid Protests based on Non-Responsiveness.** No hearing shall be required for bid protests based on lack of responsiveness.
- h. **Exclusive Remedy.** The procedures and time limits set forth above are mandatory and are the bidder's sole and exclusive remedy in the event of a bid protest. Protesting and protested bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including without limitation filing a claim under the California Government Code or the initiation of legal proceedings.
- i. **Right to Award.** The City Council reserves the right to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a notice to proceed with the project notwithstanding any pending or continuing challenge to its determination.
- j. **Decision on Protest.** The Executive Director of Public Works or designee will issue a written decision to the City Council on the protest, which shall also be promptly provided to all interested parties.

BID PROPOSAL

The definitions for Bid Items that are identified in the Bid Proposal form are provided in Appendix A.

The AGENCY will check each bid item unit price and amount for all the bids submitted. In case of a discrepancy between the correct product of the quantity multiplied by the unit price and the subtotal amount entered by the BIDDER, the correct unit price shall prevail and the product will be correctly accordingly.

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In case of a discrepancy between the correct sum of the individual subtotal amounts and the total bid amount entered by the BIDDER, the correct sum shall prevail. If a unit price is not legible or is missing, the amount for that contract bid item shall be divided by the quantity to arrive at the unit price. The bid total shall be corrected and the results shall be considered as representing the bidder's intention. Proposals in which the prices are obviously unbalanced may be rejected.

If a Bid contains discrepancies that make it difficult or impossible to determine the bidder's intention, then such Bid may be considered unresponsive, in which case the bid may be rejected.

TIME FOR COMPLETION OF IMPROVEMENTS AND LIQUIDATED DAMAGES

The time for completion of this project, and the liquidated damages amount when/if the time for completion is exceeded, is included in the Bid Proposal Section of these Contract Documents.

BIDDERS STATEMENT

In accordance with Section 7028.15(e) of the Business and Professions Code, a licensed contractor shall not submit a bid to the public agency unless his or her contractor's license number appears clearly on the bid, the license expiration date is stated, and the bid contains a statement that representations made therein are made under penalty of perjury. Any bid not containing this information or a bid containing information, which is subsequently false, shall be considered non-responsive and shall be rejected by the public agency. Format for these statements are included in the Bid Proposal section of these Contract Documents.

In accordance with the Section 3300 of the California Public Contract Code, the Agency has determined that the BIDDER shall possess a license in the classification specified in the Notice Inviting Bids.

OWNERSHIP AFFIDAVIT

An Ownership Affidavit is required to be completed and submitted with the Bid Proposal. A form is provided in the Bid Proposal section of these Contract Documents.

PROPOSAL GUARANTY

Each bid shall be accompanied by a Proposal Guaranty as instructed in the Notice Inviting Bids AND PlanetBids. A sample Bid Bond is included in the Bid Proposal Section of these Contract Documents.

LIST OF SUB-CONTRACTORS

The State of California Public Contract Code requires listing of all subcontractors who intend to perform work which is ½ % of the bid or \$10,000 (streets, highways and bridge projects), whichever is greater, or ½ % of the bid (buildings, parks, or other projects). A form for this information is provided in the Bid Proposal section of these Contract Documents.

REFERENCES/ADDITIONAL REFERENCES

BIDDER shall include a list of three public agencies for which BIDDER has performed similar work within past three (3) years, and three public agencies for which BIDDER and/or his Subcontractor has performed similar work within the past five (5) years. A form for this information is provided in the Bid Proposal section of these Contract Documents.

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NON-COLLUSION AFFIDAVIT

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, the AGENCY shall require all bidders to execute and submit a non-collusion affidavit with the Bid Proposal. A copy of the Non-Collusion Affidavit is provided in the Bid Proposal section of these Contract Documents.

NON-DISCRIMINATION CERTIFICATE

Attention is directed to Section 1735 of the California Labor Code, as added by Chapter 643, Statutes of 1939, which reads as follows:

“No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons except as provided in Section 1420, and every contractor for Public Works violating this Section is subject to all penalties imposed for a violation of the Chapter.”

A copy of the Certification of Nondiscrimination by Contractors is provided in the Bid Proposal section of these Contract Documents.

STATEMENT REGARDING APPRENTICESHIP REQUIREMENTS

Bidders shall be familiar with the requirements of Section 1777.5 of the California State Labor Code regarding employment of apprentices and shall submit a Statement Regarding Apprenticeship Requirements with the Bid Proposal. A copy of the Statement is provided in the Bid Proposal section of these Contract Documents.

STATEMENT REGARDING “ANTI-KICK-BACK” REQUIREMENTS

Bidders shall be familiar with, and shall agree to comply with, the Copeland “Anti-Kickback” Act (18 USC 74) as supplemented in the Department of Labor regulations (29 CFR, Part 3), and shall submit a Statement Regarding “Anti-Kickback” Requirements with the Bid Proposal. A copy of the Statement is provided in the Bid Proposal section of these Contract Documents.

CONSTRUCTION CONTRACT AGREEMENT, BONDS & INSURANCE

The Construction Contract Agreement, Sample Bonds and Insurance Requirements are all included as appendices in the project Contract Documents.

Following authorization by City Council to award a Construction Contract, written notification will be given by the AGENCY to the successful BIDDER who will, within ten (10) business days, submit to the Agency the completed and signed Construction Contract Agreement, a Performance Bond, a Payment Bond, and evidence of Worker’s Compensation Insurance.

Failure to execute a contract and submission of acceptable bonds and insurance as provided herein within the time limit above may be just cause for the annulment of contract award and the forfeiture of the bid proposal guarantee.

No contract shall be binding upon the AGENCY until it has been completely executed by the Contractor, approved by the City Attorney, and executed by the AGENCY.

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After the AGENCY executes the Contract and approves the bonds and certificates of liability insurance, the AGENCY will send the successful BIDDER a copy of the fully executed Construction Contract Agreement.

RETURN OF PROPOSAL GUARANTIES

Within ten (10) days after the award of the contract, the AGENCY will return the proposal guaranties, other than Bid Bonds, except any guaranties that have been forfeited.

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BID PROPOSAL

TO: CITY COUNCIL OF THE CITY OF SANTA ANA

FROM: All American Asphalt

REQUIREMENT:

The undersigned bidder declares that they have carefully examined the location of the proposed work, that they have examined the Contract Documents in its entirety and hereby proposes to furnish all material and do all the work required to complete the said work in accordance with said plans (if any) and the specifications for the unit price(s) or lump sum(s) set forth in the following schedule:

Item	Description	Qty	Unit	Unit Price	Amount
1	Unclassified Excavation*	680	CY	\$ 340.00	\$ 231,200.00
2	Cold Mill (2'')*	169,000	SF	\$ 0.34	\$ 57,460.00
3	Cold Mill (3'')*	121,000	SF	\$ 0.50	\$ 60,500.00
4	AC Pavement*	1,400	TN	\$ 131.00	\$ 183,400.00
5	Asphalt Rubber Hot Mix*	3,700	TN	\$ 147.00	\$ 543,900.00
6	Crushed Miscellaneous Base*	242	TN	\$ 91.00	\$ 22,022.00
7	PCC Sidewalk (4'')*	1,400	SF	\$ 15.00	\$ 21,000.00
8	PCC Driveway Approach (Commercial = 8'')*	600	SF	\$ 26.00	\$ 15,600.00
9	PCC Curb and Gutter (Type A-2-8)*	1,700	LF	\$ 66.00	\$ 112,200.00
10	Cross Gutter (Arterial Street)*	3,800	SF	\$ 25.00	\$ 95,000.00
11	PCC Bus Reinforced Pad*	100	SF	\$ 77.00	\$ 7,700.00
12	PCC Grinding*	100	LF	\$ 47.00	\$ 4,700.00
13	Root Shave*	3	EA	\$ 1,005.00	\$ 3,015.00

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Item	Description	Qty	Unit	Unit Price	Amount
14	Furnish and Install New Water Meter Frame and Cover to Finished Grade*	1	EA	\$ 559.00	\$ 559.00
15	Adjust Water Valve Frame and Cover to Finished Grade*	35	EA	\$ 1,600.00	\$ 56,000.00
16	Furnish and Install New Sewer and Drainage Manhole to Finished Grade*	18	EA	\$ 2,300.00	\$ 41,400.00
17	Furnish and Install New #6 Pullbox*	1	EA	\$ 1,675.00	\$ 1,675.00
18	Furnish and Install Traffic Loops (Type E)*	68	EA	\$ 330.00	\$ 22,440.00
19	Furnish and Install Traffic Loops (Type F)*	44	EA	\$ 360.00	\$ 15,840.00
20	Project Advertisement Sign	2	EA	\$ 3,362.00	\$ 6,724.00
21	Signing and Striping	1	LS	\$ 47,500.00	\$ 47,500.00
22	Construction Permit	1	LS	\$15,000	\$15,000

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TOTAL BASE BID	\$ 1,564,835.00
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The lowest responsible bidder shall be selected based on the total base bid. The City reserves the right to award the Base Bid, and any, all, or none of the add-alternate bid items (if any).

* The quantity for this bid item is shown for bid comparison only. This bid item shall not be subject to the "25%" limit as stated in Section 3-2 of the Standard Specifications. The actual amount for this item will be dictated by the actual quantity used, and the Agency reserves the right to increase or decrease the quantity of this item accordingly.

† This bid item is considered a Specialty Item per Section 3-2 of the Standard Specifications.

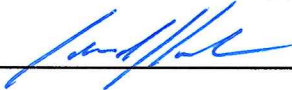
TIME FOR COMPLETION OF IMPROVEMENTS AND LIQUIDATED DAMAGES

The undersigned bidder hereby proposes to complete the Work for the total base bid amount shown above, within number (60) working days after the commencement date stated in the Notice to Proceed.

The liquidated damages amount, in lieu of the amount specified in Subsection 6-9 of the Standard Specifications, shall be \$4, 375.00 per calendar day.

Name of Firm All American Asphalt

Signature of BIDDER



Title Edward J. Carlson, Vice President

(If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individual co-partners composing the firm. If a corporation, state legal name of corporation, and names of President, Secretary, Treasurer and Manager, thereof.)

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BIDDER'S STATEMENT

BIDDER understands and agrees that this Bid Proposal, Contract Documents and subsequent Construction Contract Agreement shall constitute the entire agreement between BIDDER and the AGENCY only after it has been accepted by the City Council, endorsed by the Clerk of the Council with her signature and official seal noting hereon the action of approval of the Council, signed by the Public Works Agency Executive Director or his/her duly authorized agent, and signed by the City Attorney, denoting his approval of the form of this document, and its execution, and when it or an exact copy of it has been either delivered to BIDDER or deposited with the United States Postal Service properly addressed to the BIDDER with the correct postage affixed thereto.

BIDDER further agrees that upon delivery (as defined above) of the accepted agreement he/she will furnish AGENCY all required bonds and certificate of liability insurance within ten (10) business days or the funds, check, draft, or BIDDERS bond substituted in lieu thereof accompanying this proposal shall become the property of the AGENCY and shall be considered as payment of damages due to the delay and other causes suffered by AGENCY because of the failure to furnish the necessary bonds and because it is distinctly agreed that the proof of damages actually suffered is difficult to ascertain; otherwise said funds, check, drafts, or BIDDER'S bond substituted in lieu thereof shall be returned to the undersigned.

BIDDER understands that a bid is required for the entire work, the estimated quantities set forth in the bid schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. The BIDDER also certifies that the bid is a balanced bid.

In accordance with Section 7028.15 of the California Business and Professions Code, the undersigned certifies under penalty of perjury that the foregoing is true and correct.

Name of Firm All American Asphalt - Corporation

Signature of BIDDER



Title Edward J. Carlson, Vice President

(If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individual co-partners composing the firm. If a corporation, state legal name of corporation, and names of President, Secretary, Treasurer and Manager, thereof.)

Edward J. Carlson, Vice President

Michael Farkas, Secretary

Mark Luer, President

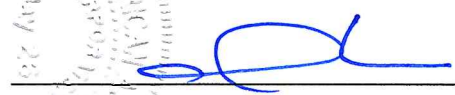


ALL AMERICAN ASPHALT
ALL AMERICAN AGGREGATES

209-736-7500 • 209-736-7671
100 BOX 3320 CORONA, CA 92626-3320
CONTRACTORS LICENSE #97073 ACTC
DIR #100000101

CORPORATE RESOLUTION

Resolved, that this Corporation, All American Asphalt, on January 3, 2022 authorizes Edward J. Carlson to execute bid proposals, contracts and agreements on behalf of the company in the capacity of Vice President.



Michael Farkas

Secretary

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CONTRACTOR'S LICENSING AND REGISTRATION STATEMENT

The undersigned contractor, or corporate officer, declares under penalty of perjury that he/she and all his/her subcontractors are registered with the State of California Department of Industrial Relations (DIR), and that the following is true and correct.

Contractor's Name: All American Asphalt

Business Address: PO Box 2229, Corona, CA 92878

Business E-Mail Address: publicworks@allamericanasphalt.com

Telephone: 951-736-7600

State Contractor's License No. and Class: 267073 Class A

License Expiration Date: 01/31/2024

State Dept. of Industrial Relations (DIR)
Registration No.: 1000001051

State Dept. of Industrial Relations (DIR)
Registration Expiration Date: 06/30/2026

Signed: 

Title: Edward J. Carlson, Vice President



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **267073**

Entity **CORP**

Business Name **ALL AMERICAN ASPHALT**

Classification(s) **A C12**

Expiration Date **01/31/2024**

www.cslb.ca.gov



Contractor Information

Registration History

	Effective Date	Expiration Date
Legal Entity Name ALL AMERICAN ASPHALT	5/11/2018	6/30/2019
Legal Entity Type Corporation	5/8/2017	6/30/2018
Status Active	5/2/2016	6/30/2017
Registration Number 1000001051	6/9/2015	6/30/2016
Registration effective date 7/1/2020	8/25/2014	6/30/2015
Registration expiration date 6/30/2023	7/1/2019	6/30/2020
Mailing Address PO BOX 2229 CORONA 92878 CA United States ...	7/1/2020	6/30/2023
Physical Address 400 E SIXTH ST CORONA 92879 CA United State...		
Email Address		
Trade Name/DBA		
License Number(s) CSLB:267073 CSLB:267073		

Legal Entity Information

Corporation Number:
057879

Federal Employment Identification Number:

President Name:
MARK LUER

Vice President Name:
EDWARD J CARLSON

Treasurer Name:
MICHAEL FARKAS

Secretary Name:
MICHAEL FARKAS

CEO Name:

Agent of Service Name:
MICHAEL FARKAS

Agent of Service Mailing Address:
400 E SIXTH ST CORONA 92879 CA United States of America

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PREVAILING WAGE COMPLIANCE AND MONITORING STATEMENT

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., as well as California Code of Regulations, Title 8, Section 16,000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws.

City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site.

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.

The undersigned certifies that the foregoing is true and correct.

Name of Firm All American Asphalt - Corporation

Signature of BIDDER _____



Title Edward J. Carlson, Vice President

(if an individual, so state)

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OWNERSHIP AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS:
CITY OF SANTA ANA)

Edward J. Carlson , being duly sworn, deposes and says:

☐ INDIVIDUAL

That he/she is the party making the foregoing proposal:

☐ PARTNERSHIP

That he/she is a member of the co-partnership firm designated as:

and who has been and is duly vested with the authority to make and execute instruments for the co-partnership by:

who constitute the other members of the co-partnership.

☒ CORPORATION

That he is of:

Vice President of All American Asphalt


a corporation which is making the foregoing proposal:

☐ JOINT VENTURE

That he is of:

one of the parties making the foregoing proposal as a joint venture, and the he/she has been and is duly vested with the authority to execute instruments for an on behalf of the parties making said bid who are:

that such a bid is genuine and not collusive or sham, and has not in any manner sought by collusion to secure any advantage against the City of Santa Ana or any person interested in the proposed contract, for himself or any other person.



Signature of Bidder

Edward J. Carlson, Vice President

Subscribed and sworn to before me this _____ day of _____ 20____



Signature of officer Administering Oath (Notary Public)

2CALIFORNIA JURAT**GOV CODE § 8202**

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 RiversideSubscribed and sworn to (or affirmed) before
me on this 22nd day of June, 2023
Date MonthBy (1) Edward J. Carlson
Name of SignerProved to me on the basis of satisfactory evidence
be the person who appeared before me (.) (,)

(and

(2) _____
Name of SignerProved to me on the basis of satisfactory evidence
be the person who appeared before me.)Signature Sarah Amanda Langley
Signature of Notary Public

Place Notary Seal Above

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 DocumentTitle or Type of Document Ownership AffidavitDocument Date: 06/22/2023 Number of Pages: 1Signer(s) Other Than Named Above: N/ARIGHT THUMBPRINT
OF SIGNER

Top of thumb here

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

CITY OF SANTA ANA
PROPOSAL

Bond No. 08597423
Bid Date: 06/26/2023

PROJECT NO.: 22-6987
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FROM WARNER AVENUE TO EDINGER AVENUE

BID BOND

KNOW ALL PRESENT that,

All American Asphalt, as BIDDER, and

Fidelity and Deposit Company of Maryland, as SURETY,

are held and firmly bound unto the CITY OF SANTA ANA, as AGENCY, in the penal sum of Ten Percent of Total Amount Bid---- Dollars (\$ 10% of Bid----), which is ten percent (10%) of the total amount bid by BIDDER to AGENCY for the above-stated project, for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to AGENCY for the above-stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY.

IN-WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seal this 15th day of June, 2023.

BIDDER*

All American Asphalt - 400 East Sixth Street, Corona, CA 92879 - Phone: (951) 736-7600

Edward J. Carlson, Vice President

SURETY*

Fidelity and Deposit Company of Maryland - 777 S. Figueroa Street, Suite 3900, Los Angeles, CA 90017
Jorge Correa (213) 270-0600

Rebecca Haas-Bates
Rebecca Haas-Bates, Attorney-in-Fact

Subscribed and sworn to before me _____ this _____ day of _____, 20____.

Signature: **PLEASE SEE ATTACHED**

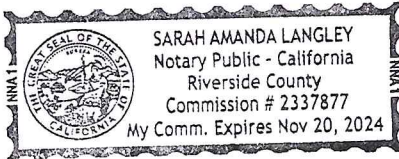
Notary Public in and for the County of _____, State of _____

* Provide BIDDER/ SURETY name, address, and telephone number and the name, title, address, and telephone number of authorized representative.

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 RiversideOn June 22, 2023 before me, Sarah Amanda Langley, Notary Public,
Date Here Insert name and Title of the Officerpersonally 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.

Signature

Signature of Notary Public

Place Notary Seal Above

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 DocumentTitle or Type of Document Bid BondDocument Date: 06/15/2023 Number of Pages: 1Signer(s) Other Than Named Above: N/A**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 AsphaltRIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: N/A☐ Individual☐ Corporate Officer — Title(s): N/A☐ Partner ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Other: N/A

Signer is Representing:

N/ARIGHT THUMBPRINT
OF SIGNER

Top of thumb here

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.

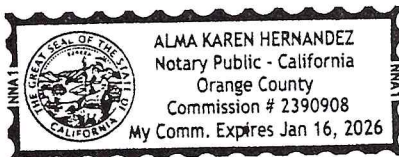
State of California)
County of Orange)

On 06/15/2023 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 [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond Document Date: 06/15/2023
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, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

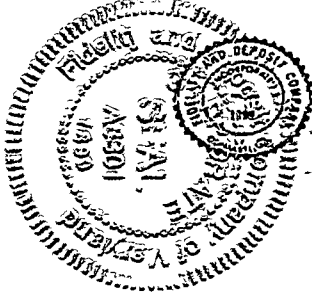
This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 15th day of June, 2023.



Brian M. Hodges

By: Brian M. Hodges
Vice President

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

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

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **William SYRKIN, Rebecca HAAS-BATES, Sergio D. BECHARA and Richard ADAIR, all of Irvine, California, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the 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 11th day of June, A.D. 2019.



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

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

**State of Maryland
County of Baltimore**

On this 11th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, 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

CITY OF SANTA ANA
PROPOSAL
PROJECT NO.: 22-6987
GRAND AVENUE REHABILITATION
FROM WARNER AVENUE TO EDINGER AVENUE

LIST OF SUB-CONTRACTORS

Section 4100 et. seq. of the Public Contract Code requires listing of all subcontractors with the bid for all subcontract work exceeding the following amount:

- Streets, highways including bridge projects: ½% of the bid or \$10,000, whichever is greater
- Buildings, parks, or other projects: ½% of the bid

Section 1725.5 of the Public Contract Code requires all Subcontractors be registered with the State Department of Industrial Relations (DIR).

BIDDER proposes to subcontract certain portions of the work to the firms listed below:

Name PCI
License #/Exp. 415490 7/31/2025
DIR Reg. #/Exp. 1000813536 6/30/2025
Location Azusa, CA
Phone 562-218-0504
Type Of Work Signing & Striping
Amount \$ \$42,500.00

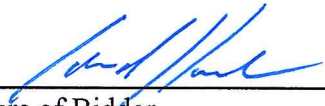
Name V&E Tree Service
License #/Exp. 654506 9/30/2024
DIR Reg. #/Exp. 1000001936 6/30/2025
Location Orange, CA
Phone 714-997-0903
Type Of Work Root Shave
Amount \$ 2,700.00

Name Case Land Survey
License #/Exp. L5411
DIR Reg. #/Exp. 1000001533 6/30/2024
License # L5411
Location Orange, CA
Phone 714-628-8948
Type Of Work Survey
Amount \$ \$20,400.00

Name _____
License #/Exp. _____
DIR Reg. #/Exp. _____
License # _____
Location _____
Phone _____
Type Of Work _____
Amount \$ _____

Name Smithson Electric
License #/Exp. 614518 3/31/2025
DIR Reg. #/Exp. 1000001610 6/30/2025
License # 614518
Location Orange, CA
Phone 714-997-9556
Type Of Work Loops
Amount \$ 34,140.00

Name _____
License #/Exp. _____
DIR Reg. #/Exp. _____
License # _____
Location _____
Phone _____
Type Of Work _____
Amount \$ _____



Signature of Bidder
Edward J. Carlson, Vice President

CITY OF SANTA ANA
PROPOSAL
PROJECT NO.: 22-6987
GRAND AVENUE REHABILITATION
FROM WARNER AVENUE TO EDINGER AVENUE

REFERENCES

The following are the names, addresses, and telephone numbers for **THREE** public agencies for which the BIDDER has performed similar work within the past three years.

1. RMV Realty, Inc. - 28811 Ortega Hwy, San Juan Capistrano, CA 92693
Name and Address of Owner.
Kelly Haymes - khaymes@rabchomv.com
Name and Telephone Number of person familiar with project.

<u>\$3,996,996.00</u>	<u>Street Improvement</u>	<u>04/2022</u>
Contract Amount	Type of Work	Date Completed
2. City of Westlake Village - 31200 Oak Crest Drive, Westlake Village, CA 91631
Name and Address of owner.
Roxanne Hughes - (805) 890-8885
Name and Telephone Number of person familiar with project.

<u>\$1,025,336.00</u>	<u>Street Improvement</u>	<u>06/2022</u>
Contract Amount	Type of Work	Date Completed
3. City of Burbank - 275 E Olive, Burbank, CA 91502
Name and Address of owner.
Artin Megerdichian - (818) 238-3942
Name and Telephone Number of person familiar with project.

<u>\$7,761,320.00</u>	<u>Street Improvement</u>	<u>12/2022</u>
Contract Amount	Type of Work	Date Completed

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds.

Broker Surety: Fidelity and Deposit Company of Maryland; 777 S. Figueroa St. #3900, Los Angeles, CA 90017; 213-270-0600

Insurance: Edgewood Partners Insurance Center; 3633 Inland Empire Suite 640, Ontario, CA 91764; 909-919-7513

CITY OF SANTA ANA
PROPOSAL
PROJECT NO.: 22-6987
GRAND AVENUE REHABILITATION
FROM WARNER AVENUE TO EDINGER AVENUE

ADDITIONAL REFERENCES

The following are the names, addresses, and telephone numbers for **THREE** public agencies for which the **BIDDER or Subcontractor** has performed similar work in the past five years.

1. City of Highland - 27215 Base Line Street, Highland, CA 92340
Name and Address of Owner.
Amanda Perez - (909) 864-6861
Name and Telephone Number of person familiar with project.

<u>\$2,082,099.00</u>	<u>Pavement Management</u>	<u>12/2022</u>
<u>Contract Amount</u>	<u>Type of Work</u>	<u>Date Completed</u>
2. City of Newport Beach - 100 Civic Center Drive, Newport Beach, CA 92660
Name and Address of owner.
Ben Davis - (949) 644-3311
Name and Telephone Number of person familiar with project.

<u>\$3,363,056.00</u>	<u>Pavement Rehab</u>	<u>10/2022</u>
<u>Contract Amount</u>	<u>Type of Work</u>	<u>Date Completed</u>
3. City of Santa Clarita - 23920 Valencia Blvd. #120, Valencia, CA 91355
Name and Address of owner.
Juan Alfaro - (661) 255-4942
Name and Telephone Number of person familiar with project.

<u>\$1,025,336.00</u>	<u>Street Improvements</u>	<u>06/2022</u>
<u>Contract Amount</u>	<u>Type of Work</u>	<u>Date Completed</u>

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds.

Broker Surety: Fidelity and Deposit Company of Maryland; 777 S. Figueroa St. #3900, Los Angeles, CA 90017; 213-270-0600

Insurance: Edgewood Partners Insurance Center; 3633 Inland Empire Suite 640, Ontario, CA 91764; 909-919-7513

2022

PAST WORK REFERENCES

City of Manhattan Beach
1400 Highland Ave.
Manhattan Beach, CA 90266
Contact: Bianca Cardenas (310) 802-5357
bcardenas@manhattanbeach.gov

Slurry Seal of Central Area of Sands Section
Contract Amount: \$730,251.42
Start Date: 12/2021
End Date: 7/2022

RMV Realty, Inc.
28811 Ortega Hwy
San Juan Capistrano, CA 92693
Contact: Kelly Haymes
khaymes@ranchomv.com

Planning Area 3.1 Street Improvement
Contract Amount: \$3,996,996.00
Start Date: 4/2021
End Date: 4/2022

City of Westlake Village
31200 Oak Crest Dr.
Westlake Village, CA 91361
Contact: Roxanne Hughes (805) 890-8885
rhughes@willdan.com

Dales Dr. and Parkridge Ave Street Improv.
Amount: \$1,025,336.00
Start Date: 5/2022
End Date: 6/2022

City of Burbank
275 E Olive
Burbank, CA 91502
Contact: Artin Megerdichian (818) 238-3942
amegerdichian@burbankca.gov

Local Residential St. Improv. Project
Contract Amount: \$7,761,320.00
Start Date: 1/2022
End Date: 12/2022

City of Highland
27215 Base Line St.
Highland, CA 9234
Contact: Amanda Perez (909) 864-6861
aperez@cityofhighland.org

Pavement Management Program
Contract Amount: \$2,082,099.00
Start Date: 10/2021
End Date: 12/2022

2022

PAST WORK REFERENCES

Toll Bros, Inc.
725 W. Town & Country Road, Ste 200
Orange, CA 92868
Contact: Brandon Haskell (714) 347-1360
bhaskell@tollbrothers.com

The Metro Heights
Contract Amount: \$2,675,250.00
Start Date: 11/2021
End Date: 04/2022

City of Fullerton
303 W. Commonwealth Ave
Fullerton, CA. 92632
Contact: Nick Esposito (714) 738-6851
Nick.esposito@cityoffullerton.com

Miscellaneous Rehab FY 21-22
Contract Amount: \$704,080.00
Start Date: 06/2022
End Date: 12/2022

City of Norco
2870 Clark Ave
Norco, CA 92860
Contact: Chad Blais (951) 270-5678
cbkaus@cu.norco.ca.us

Corporate Yard Pavement Rehab
Contract Amount: \$612,755.33
Start Date: 10/2021
End Date: 12/2022

City of Newport Beach
100 Civic Center Drive
Newport Beach, CA. 92660
Contact: Ben Davis (949) 644-3311
bdavis@newportbeachca.gov

E. Coast Highway & Marguerite Avenue
Pavement Rehabilitation Contract No. 7807-2
Contract Amount: \$3,363,056.00
Start Date: 01/2022
End Date: 10/2022

City of Villa Park
17855 Santiago Blvd.
Villa Park, CA 92667
Contact: Hamid Torkamanha (714) 998-1500
hamid@villapark.org

FY2021-2022 Slurry Seal Project
Contract Amount: \$128,497.60
Start Date: 02/2022
End Date: 12/2022

2022

PAST WORK REFERENCES

City of Norwalk
12700 Norwalk Blvd.
Norwalk, CA 90650
Contact: Damian Rosales (562) 929-5527
jlopez2@norwalkca.gov

Local St. Rehabilitation Project
Contract Amount: \$1,041,470.00
Start Date: 01/2021
End Date: 12/2022

City of Buena Park
6650 Beach Blvd.
Buena Park, CA 90621
Contact: Cesar Ortiz (714) 562-3689
cortiz@buenapark.com

Eighth Street Rehab Project
Contract Amount: \$510,000.00
Start Date: 1/2021
End Date: 12/2022

City of Santa Clarita
23920 Valencia Blvd. #120
Valencia, CA 91355
Contact: Juana Alfaro (661) 255-4942
jalfaro@santa-clarita.com

Dales Dr. and Parkridge Ave Street Improv.
Amount: \$1,025,336.00
Start Date: 5/2022
End Date: 6/2022

Lewis Operating Corp.
1156 N. Mountain Ave.
Upland, CA 91786
Contact: Bill Hanson (909)985-0971
Bill.hanson@lewismc.com

Meridian Phase 3 Street Improvements
Contract Amount: \$4,947,887.50
Start Date: 11/2021
End Date: 12/2022

City of La Mirada
15515 Phoebe Avenue
La Mirada, CA 90638
Contact: Priscilla Yi (562) 902-2374
Priscilla.yi@cityoflamirada.org

Neighborhood Slurry Seal Area 3
Contract Amount: \$799,151.00
Start Date: 6/2022
End Date: 12/2022

2021

PAST WORK REFERENCES

Colony Commerce
C/O Caprock Partners
1300 Dove Street Suite 200
Newport Beach, CA 92660
Contact: Eric Nutter (949) 428-1400 Ext. 209
enutter@moote.com

Archibald St. Improvements
Contract Amount: \$1,949,000.00
Start: 12/2019
Completed: 12/2021

Lennar Homes
25 Enterprise #300
Aliso Viejo, CA 92656
Contact: Diane Hannon (949) 349-8000
Diane.hannon@lennar.com

Merrill & Haven Street Improvement
Contract Amount: \$1,481,832.15
Start: 6/2020
Completed: 12/2021

City of Norco
2870 Clark Ave.
Norco, AC 92860
Contact: Todd Shank (951) 270-5603
Todd.shank@norco.ca.us

Wayne Makin Park Slurry Seal Project
Contract Amount: \$52,725.89
Start: 10/2021
Completed: 12/2021

Los Angeles Department of Water and Power
111 North Hope Street, L-43
Los Angeles, Ca 90012
Contact: Joelle Morisseau (213) 367-0123
Joelle.morisseau@LADWP.com

Pine Tree Power Plant Access Road Repair
Improvements
Contract Amount: \$810,400.00
Start: 5/2021
Completed: 7/2021

City of Dana Point
33282 Golden Lantern
Dana Point, CA 92629
Contact: Scott Fisher (949) 248-3577
sfisher@DanaPoint.org

Slurry Seal Project 19/20
Contract Amount: \$1,897,897.00
Start: 04/2020
Completed: 05/2021

City of Corona
400 South Vicentia
Corona, CA 92852
Contact: Barry Ghaemi (951) 736-2400
bghaemi@Coronaca.gov

Street Pavement Maintenance
& Rehabilitation Project No. 2020.01
Contract Amount: \$3,471,178.00
Start: 6/2021
Completed: 1/2022

2021

PAST WORK REFERENCES

City of Anaheim
200 S. Anaheim Boulevard
Anaheim, CA 92805
Contact: Jose Cortez (714) 765-5039
jcortez@anaheim.net

State College Boulevard Improvement
from Ball Road to SR 91 Freeway
Contract Amount: \$484,848.00
Start: 8/2021
Complete: 4/2022

County of Orange
601 North Ross Street
Santa Ana, CA 92701
Contact: Stephen Clayton (714) 995-0206
Stephen.clayton@ocpw.ocgov.com

Rossmoor Collectors Grind & Overlay
Contract Amount: \$ 2,148,320.90
Start: 4/2021
Complete: 12/2021

City of Norwalk
12700 Norwalk Blvd.
Norwalk, CA 90650
Glen W. C. Kau (562) 929-5723
gkau@norwalkca.gov

Local Streets Rehabilitation
Zone 27 East of Gard – No. 7925.3
Contract Amount: \$1,051,330.00
Start: 6/2021
Completed: 12/2021

City of Garden Grove
11222 Acacia Pkwy
Garden Grove, CA 92840
Navin Maru (714) 741-5180
nmaru@ggcity.org

Arterial STS. Rehabilitation
Contract Amount: \$3,185,281.00
Start: 6/2022
Complete: 12/2021

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
ithaipejr@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
ckkeys@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

CITY OF SANTA ANA
PROPOSAL
PROJECT NO.: 22-6987
GRAND AVENUE REHABILITATION
FROM WARNER AVENUE TO EDINGER AVENUE

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the BIDDER declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any other BIDDER, or to fix any overhead, profit, or cost element of the bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. BIDDERS are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed _____

Edward J. Carlson, Vice President

State of California

County of _____

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 20__, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me

SEE ATTACHED

Notary Public Signature

Notary Public Seal

2CALIFORNIA JURAT**GOV CODE § 8202**

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 RiversideSubscribed and sworn to (or affirmed) before
me on this 22nd day of June, 2023

Date Month

By (1) Edward J. Carlson
Name of SignerProved to me on the basis of satisfactory evidence
be the person who appeared before me (.) (,)

(and

(2) _____
Name of SignerProved to me on the basis of satisfactory evidence
be the person who appeared before me.)

Signature

A handwritten signature in blue ink that reads 'Sarah Amanda Langley'.

Signature of Notary Public

Place Notary Seal Above

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 DocumentTitle or Type of Document Non Collusion AffidavitDocument Date: 06/22/2023 Number of Pages: 1Signer(s) Other Than Named Above: N/ARIGHT THUMBPRINT
OF SIGNER

Top of thumb here

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

CITY OF SANTA ANA
PROPOSAL
PROJECT NO.: 22-6987
GRAND AVENUE REHABILITATION
FROM WARNER AVENUE TO EDINGER AVENUE


NON-DISCRIMINATION CERTIFICATE

The undersigned contractor or corporate officer, during the performance of this contract, certifies as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall 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. The 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. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor shall send to each labor union or representative of workers with which he/she 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. The Contractor shall 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. The Contractor shall 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/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government 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, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

CITY OF SANTA ANA
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7. The Contractor shall 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 subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request that the United States enter into such litigation to protect the interests of the United States.
8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended, no discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any contractor of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed: 

Title: Edward J. Carlson, Vice President

Firm: All American Asphalt


Date: 6/22/2023

CITY OF SANTA ANA
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STATEMENT REGARDING APPRENTICESHIP REQUIREMENTS

The undersigned BIDDER is familiar with the requirements of Section 1777.5 of the State Labor Code regarding employment of apprentices, and understands that contractors on contracts exceeding \$30,000 or 20 working days shall:

1. Apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected.
2. Employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards.
3. Contribute to the fund or funds in each craft or trade in which he/she employs journeymen or apprentices on the public work, in the same amount or upon the same basis and in the same manner as the other contractors, except contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council.

Signed: 

Title: Edward J. Carlson, Vice President


Firm: All American Asphalt

Date: 6/22/2023

CITY OF SANTA ANA
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PROJECT NO.: 22-6987
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STATEMENT REGARDING "ANTI-KICKBACK" REQUIREMENTS

The undersigned is submitting this proposal for performing by contract the work required by these bid documents, agrees to comply with the Copeland "Anti-Kickback" Act (18 USC 74) as supplemented in the Department of Labor regulations (29 CFR, Part 3). This act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled.

Signed: 
Title: Edward J. Carlson, Vice President
Firm: All American Asphalt
Date: 6/22/2023

CITY OF SANTA ANA
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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 X

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