

14) **Construction Contract Award for All American Asphalt for the SB-1 Mountain Street Tract Pavement Rehabilitation Project CIP Z10088**

Approve and authorize the City Manager to execute a Public Works Construction Agreement with All American Asphalt in the amount of \$3,074,001.75 for the SB-1 Mountain Street Tracts Pavement Rehabilitation Project, CIP No. Z10088 in such final form approved by the City Attorney, authorize the City Manager to execute change orders not to exceed a 10% contingency amount of \$307,400.18, and authorize the City Engineer to record the Notice of Completion once it is determined the work is complete and the improvements are accepted into the City-maintained roadway network.



## REPORT TO CITY COUNCIL

**To:** Honorable Mayor and Members of the City Council

**From:** Jason Simpson, City Manager

**Prepared by:** Remon Habib, City Engineer

**Date:** October 22, 2024

**Subject:** Construction Contract Award for All American Asphalt for the SB-1 Mountain Street Tract Pavement Rehabilitation Project CIP Z10088

### **Recommendation**

Approve and authorize the City Manager to execute a Public Works Construction Agreement with All American Asphalt in the amount of \$3,074,001.75 for the SB-1 Mountain Street Tracts Pavement Rehabilitation Project, CIP No. Z10088 in such final form approved by the City Attorney, authorize the City Manager to execute change orders not to exceed a 10% contingency amount of \$307,400.18, and authorize the City Engineer to record the Notice of Completion once it is determined the work is complete and the improvements are accepted into the City-maintained roadway network.

### **Background**

The project consists of pavement rehabilitation, striping, and drainage improvements to the Mountain Street Tracts. Project limits for the west area are Running Deer Rd. to the north, Lincoln St. to the west, Lake St. to the east, and Northpoint St. to the south. Project limits for the east area are Oakview Ln. to the north, Ontario Way to the west, Elena Ln. to the south, and Beechwood Ln. to the east.

The project was advertised on September 5, 2024. The low bidder is All American Asphalt with a total cost of \$3,074,001.75.

### **Discussion**

Contractor Bids were secured via the City's electronic bidding portal, PlanetBids, on October 1, 2024, at 2:00 PM. Results were immediately made publicly visible. The City received eight (8) bids from qualified contractors. Staff recommends awarding the project to the apparent qualified low bidder, All American Asphalt. The bid results are summarized below:

<u>Contractor (Bidder)</u>	<u>Total Bid Amount</u>
1. All American Asphalt	\$3,074,001.75
2. Eagle Paving, LLC	\$3,078,909.00
3. Vance Corporation	\$3,129,359.70
4. ATP General Engineering	\$3,163,139.00
5. Copp Contracting, Inc.	\$3,183,647.75
6. Hardy & Harper, Inc.	\$3,400,000.00
7. RJ Noble, Co.	\$3,489,979.80
8. Onyx Paving, Inc.	\$3,923,000.00

**Fiscal Impact**

The Public Works Construction Agreement will result in a cost of \$3,074,001.75 plus an additional 10% contingency of \$307,400.00. Funding for this project is allocated within the approved CIP Budget.

**Attachments**

Attachment 1 - Agreement  
Exhibit A - Proposal  
Attachment 2 - Project Map

---

**AGREEMENT FOR PUBLIC WORKS CONSTRUCTION**

---

**All American Asphalt**

**For the**

**SB-1 Mountain Street Tracts Pavement  
Rehabilitation Project**

**CIP NO. Z10088**

This Agreement for Public Works Construction ("Agreement") is made and entered into as of October 22, 2024 by and between the City of Lake Elsinore, a municipal corporation ("City") and All American Asphalt, a Corporation ("Contractor").

The City and Contractor, in consideration of the mutual promises and covenants set forth herein, agree as follows:

1. The Project and Project Documents. Contractor agrees to construct the following public improvements ("work") identified as:

**SB-1 Mountain Street Tracts Pavement Rehabilitation Project** (the "Project")

The City-approved plans for the construction of the Project, which are incorporated herein by reference and prepared by City of Lake Elsinore, are identified as:

Main Street pavement rehabilitation, Pedestrian Safety & Information Technology SB-1 Project

The Project Documents include this Agreement and all of the following: (1) the Notice Inviting Bids, Instructions to Bidders, Bid Documents including Bidder's Proposal as submitted by the Contractor, Contract Documents, General Specifications, Special Provisions, and all attachments and appendices; (2) everything referenced in such documents, such as specifications, details, standard plans or drawings and appendices, including all applicable State and Federal requirements; (3) all required bonds, insurance certificates, permits, notices, and affidavits; and (4) any and all addenda or supplemental agreements clarifying, amending or extending the work contemplated as may be required to insure completion in an acceptable manner. All of the provisions of the above-listed documents are made a part of this Agreement as though fully set forth herein.

2. Compensation.

a. For and in consideration of the payments and agreements to be made and performed by City, Contractor agrees to construct the Project, including furnishing all materials and performing all work required for the Project, and to fulfill all other obligations as set forth in the Bidder's Proposal, such contract price being Three Million Seventy-Four Thousand and One and 75/100 dollars (\$3,074,001.75).

b. City hereby promises and agrees to employ, and does hereby employ, Contractor to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices set forth, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the Project Documents.

c. Contractor agrees to receive and accept the prices set forth in the Bidder's Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Such compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the Project Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

### 3. Completion of Work.

a. Contractor shall perform and complete all work within **Forty (40)** working days from the date of commencement specified in the Notice to Proceed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project.

b. All work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project.

c. Contractor shall not be excused with respect to the failure to so comply by any act or omission of the City, the City Engineer, a City inspector, or a representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the requirements of the Project Documents, and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the City within three (3) working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Project Documents.

d. City and Contractor recognize that time is of the essence in the performance of this Agreement and further agree that if the work called for under the Agreement is not completed within the time hereinabove specified, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay. It is, therefore, agreed that such damages shall be presumed to be in the amount of **One Thousand dollars (\$1,000.00)** per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, such amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Agreement within the time hereinabove specified and as adjusted by any changes to the work.

4. Changes to Work. City and Contractor agree that the City may make changes to the work, or suspend the work, and no matter how many changes, such changes or suspensions are within the contemplation of the Contractor and City and will not be a basis for a compensable delay claim against the City nor be the basis for a liquidated damage claim against the Contractor.

Any change to the work shall be by way of a written instrument ("change order") signed by the City and the Contractor, stating their agreement to the following:

- a. The scope of the change in the work;
- b. The amount of the adjustment to the contract price; and
- c. The extent of the adjustment to the Schedule of Performance.

The City Engineer is authorized to sign any change order provided that sufficient contingency funds are available in the City's approved budget for the Project. All change in the work authorized by the change order shall be performed under the applicable conditions of the Project Documents. City and Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

5. Bonds. Contractor shall provide, before commencing work, a Faithful Performance Bond and a Labor and Material Bond, each for one-hundred percent (100%) of the contract price in the form that complies with the Project Documents and is satisfactory to the City Attorney.

6. Non-Assignability. Neither this Agreement nor any rights, title, interest, duties or obligations under this Agreement may be assigned, transferred, conveyed or otherwise disposed of by Contractor without the prior written consent of City.

7. Licenses. Contractor represents and warrants to City that it holds the contractor's license or licenses set forth in the Project Documents, is registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5, and holds such other licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its profession. Contractor shall maintain a City of Lake Elsinore business license.

8. Indemnity. Contractor shall indemnify, defend, and hold harmless the City and its officials, officers, employees, agents, the County and Board Supervisors, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Contractor or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises from the sole negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Contractor or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to

property, or violation of law. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

9. Insurance Requirements.

a. Insurance. Contractor, at Contractor's own cost and expense, shall procure and maintain, for the duration of the Agreement, unless modified by the City's Risk Manager, the following insurance policies.

i. Workers' Compensation Coverage. Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Contractor for City. In the event that Contractor is exempt from Worker's Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California, Contractor shall submit to the City a Certificate of Exemption from Workers Compensation Insurance in a form approved by the City Attorney.

ii. Commercial General Liability Coverage. Contractor shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Required commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. No endorsement may be attached limiting the coverage.

iii. Automobile Liability Coverage. Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence. Automobile liability coverage must be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement may be attached limiting the coverage.

iv. Builder's Risk Coverage. Prior to the commencement of any construction of the Project, Design-Builder shall obtain (or cause to be obtained) and keep in force during the term of any construction, builder's risk insurance insuring for all risks of physical loss of or damage (excluding the perils of earthquake and flood).

v. Professional Liability Coverage. Contractor shall maintain professional errors and omissions liability insurance appropriate for Contractor's profession for protection against claims alleging negligent acts, errors or omissions which may arise from Contractor's services under this Agreement, whether such services are provided by the Contractor or by its employees, subcontractors, or sub consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single limit per occurrence basis.

b. Endorsements. Each general commercial liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. The insurance provided by this Policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. Contractor shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of



performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

10. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City:                      City of Lake Elsinore  
   Attn: City Manager  
   130 South Main Street  
   Lake Elsinore, CA 92530

With a copy to:              City of Lake Elsinore  
   Attn: City Clerk  
   130 South Main Street  
   Lake Elsinore, CA 92530

If to Contractor:            All American Asphalt  
   Attn: Edward Carlson  
   400 East Sixth Street  
   Corona, CA 92879

11. Entire Agreement. This Agreement constitutes the complete and exclusive statement of agreement between the City and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

12. Amendments. This Agreement may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.

13. Assignment and Subcontracting. Contractor shall be fully responsible to City for all acts or omissions of any subcontractors. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express consent of the City. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

14. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

15. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

16. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Riverside.

17. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

18. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and share the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

19. Authority to Enter Agreement and Administration. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. The City Manager is authorized to enter into an amendment or otherwise take action on behalf of the City to make the following modifications to the Agreement: (a) a name change; (b) grant extensions of time; (c) non-monetary changes in the scope of services; and/or (d) suspend or terminate the Agreement. The City Engineer shall act as the Project administrator on behalf of the City.

20. Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

21. Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

22. Prevailing Wages.

a. Contractor and all subcontractors shall adhere to the general prevailing rate of per diem wages as determined and as published by the State Director of the Department of Industrial Relations pursuant to Labor Code Sections 1770, 1773, and 1773.2. Copies of these rates and the latest revisions thereto are on file in the office of the City Clerk of the City of Lake Elsinore and are available for review upon request.

b. Contractor's attention is directed to the provisions of Labor Code Sections 1774, 1775, 1776, 1777.5 and 1777.6. Contractor shall comply with the provisions of these Sections. The statutory provisions for penalties for failure to comply with the State's wage and the hours laws will be enforced.

c. Labor Code Sections 1774 and 1775 require the Contractor and all subcontractors to pay not less than the prevailing wage rates to all workmen employed in the execution of the contract and specify forfeitures and penalties for failure to do so. The minimum wages to be paid are those determined by the State Director of the Department of Industrial Relations. Labor Code Section 1776 requires the Contractor and all subcontractors to keep accurate payroll records, specifies the contents thereof, their inspection and duplication procedures and certain notices required of the Contractor pertaining to their location. The statutory penalties for failure to pay prevailing wages will be enforced. If the Project has been awarded to Contractor on or after April 1, 2015, Contractor and its subcontractors must furnish electronic certified payroll records to the Labor Commissioner. Beginning January 1, 2016, Contractor and its subcontractors must furnish electronic certified payroll records to the Labor Commissioner without regard to when the Project was awarded to Contractor.

d. Labor Code Section 1777.5 requires Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project, which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the Agreement. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if the Contractor employs registered apprentices or journeymen in any apprenticeable trade and if other contractors on the public works site are making such contributions. Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards. Labor Code Section 1777.6 provides that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age.

e. Eight hours labor constitutes a legal day's work, as set forth in Labor Code Section 1810.

23. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

“CITY”

CITY OF LAKE ELSINORE, a municipal corporation

“CONTRACTOR”

All American Asphalt, a Corporation

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
By: Edward J. Carlson

Its: Vice President

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Assistant City Manager

EXHIBIT A

CONTRACTOR'S PROPOSAL

[ATTACHED]

EXHIBIT B

LIST OF SUBCONTRACTORS

[ATTACHED]

**SECTION C  
BID DOCUMENTS**

**BIDDER'S PROPOSAL**

**PAVEMENT REHABILITATION PROJECT  
SB-1 MOUNTAIN STREET TRACTS**

**CIP PROJECT NO. Z10088**

**Company:** All American Asphalt

Honorable Mayor, Members of the Council:

In accordance with the Notice Inviting Bids pertaining to the receiving of bid proposals by the City of Lake Elsinore for the above titled improvement, the undersigned hereby proposes to furnish all Work to be performed in accordance with the Specifications, Standard Drawings, and the Contract Documents, for the unit price or lump sum set forth in the following schedule:

**Time of Completion:** Forty (40) Working Days from Issuance of Notice to Proceed (NTP) by City to Contractor.

**1. BID SCHEDULE A-BASE BID PAVEMENT REHABILITATION**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	MOBILIZATION, DEMOBILIZATION AND CLEANUP	LS	1	75,000.00	75,000.00
2	STORM WATER & NONSTORM WATER POLLUTION CONTROL	LS	1	5,000.00	5,000.00
3	CLEARING AND GRUBBING	LS	1	30,000.00	30,000.00
4	TRAFFIC CONTROL	LS	1	50,000.00	50,000.00
5	SURVEY STAKING	LS	1	95,000.00	95,000.00
6	CONSTRUCT SLURRY TYPE II AND CRACK FILL (83,320 S.F.)	SF	83320	0.80	66,656.00
7	2" AC OVERLAY (1,241,750 S.F.)	TON	18370	104.00	1,910,480.00
8	2" MIN. GRIND & REMOVAL	CY	7820	39.00	304,980.00
9	3" AC OVERLAY (94,250 S.F.)	TON	1910	104.00	198,640.00
10	3" MIN. GRIND & REMOVAL	CY	873	39.00	34,047.00
11	CRACK REPAIR SUBSEQUENT TO GRINDING	LS	1	55,000.00	55,000.00
12	REMOVE AND REPLACE TRAFFIC LOOP	EA	12	700.00	8,400.00
13	PROTECT EX MANHOLE AND ADJUST AS NECESSARY DURING RESURFACING OPERATIONS	EA	155	830.00	128,650.00
14	PROTECT EX VALVE(S) AND ADJUST AS NECESSARY DURING RESURFACING OPERATIONS	EA	300	60.00	18,000.00
15	INSTALL GABION BASKET (6'L X 3'W X 3'D) PVC COATED GALVANIZED STEEL, DOUBLE TWISTED HEX MESH WL 4"-12" ROCKS) PER PLAN W/ GABION STONES (4" - 12" ROCK SIZE)	EA	27	1,430.00	38,610.00
16	INSTALL FILTER FABRIC MATERIAL, MIRAFI 140N OR APPROVED EQUAL PER SECTION A-A	SF	975	0.90	877.50
17	INSTALL 40' X 26' DESILTING BASIN WITH 2:1 SLOPES MAX. (EXPORT)	CY	50	90.00	4,500.00
18	SITE PREP AND REGRADE AROUND BASIN AREA	CY	200	90.00	18,000.00



19	EXCAVATE 3" AND INSTALL 3" ASPHALT SIDEWALK BEHIND EX. AC BERM	SF	250	13.00	3,250.00
20	INSTALL BLUE REFLECTORIZED RAISED PAVEMENT MARKER (RPM)	EA	60	10.25	615.00
21	INSTALL THERMOPLASTIC PAVEMENT MARKINGS AS SHOWN PER CALTRANS STD A24A FOR ARROWS, A24C FOR SYMBOLS	SF	1640	5.25	8,610.00
22	INSTALL 12 INCH THERMOPLASTIC WHITE LIMIT LINE PER CALTRANS STD A24G	LF	1020	5.25	5,355.00
23	INSTALL 8 INCH THERMOPLASTIC WHITE CHANNELIZING LINE PER CALTRANS STD A20D, DETAIL 38B	LF	315	5.25	1,653.75
24	INSTALL 6 INCH/6 INCH THERMOPLASTIC DOUBLE YELLOW STRIPING PER CALTRANS STD A20A, DETAIL 22	LF	6010	1.55	9,315.50
25	INSTALL THERMOPLASTIC WHITE BASIC CROSSWALK PER CALTRANS STD A24F	LF	100	8.20	820.00
26	INSTALL THERMOPLASTIC YELLOW BASIC CROSSWALK PER CALTRANS STD A24F	LF	310	8.20	2,542.00
<b>TOTAL</b>					3,074,001.75

**TOTAL BID PRICE:**

<p><b>TOTAL BID PRICE BASED ON BID SCHEDULE TOTAL OF UNIT PRICES FOR PAVEMENT REHABILITATION PROJECT</b></p>	
<p>\$ <u>3,074,001.75</u></p>	<p>_____</p> <p>Total Bid Price in Numbers</p>
<p>\$ <u>three million seventy four thousand one dollar and seventy five cents</u></p>	<p>_____</p> <p>Total Bid Price in Written Form</p>
<p>In case of discrepancy between the written price and the numerical price, the written price shall prevail.</p>	

**Note:**

Estimated quantities are for the purpose of Bid comparison only; payments will be made on the basis of actual measurement of Work completed, except for lump sum (LS) and final pay (F) quantities.

(S) denotes a specialty item. The Bid Price shall include, but not be limited to, sales tax and all other applicable taxes and fees.

All work described on the plans and in the specifications and other incidentals necessary to complete the project shall be paid under items above. No additional payments will be allowed.


**\*BID MAY BE REJECTED IF TOTAL IS NOT SHOWN FOR BOTH FIGURES AND WORDS.**

The undersigned agrees to enter into and execute a contract, with necessary bonds, at the unit prices set forth herein and in case of default in executing such contract, with necessary bonds, the check or bond accompanying this bid and the money payable thereon shall be forfeited thereby to and remain the property of the City of Lake Elsinore.

The above unit prices include all work appurtenant to the various items as outlined in the Specifications and all work or expense required for the satisfactory completion of said items. In case of discrepancies between unit prices and totals, the unit prices shall govern.

The undersigned declares that it has carefully examined the Plans, Specifications, and Contract Documents, and has investigated the site of the work and is familiar with the conditions thereon.

All American Asphalt  
Contractor

Date: 9-12-24 By: 

Contractor's State License No.: 267073

Class: A,C-12

Department of Industrial Relations Registration No: 1000001051

Registration Date: 1/19/71 Expiration Date: 1/31/2026

Address: 400 East Sixth St Corona, CA 92879

Phone: 951-736-7600

FAX: 951-736-7646

**ACKNOWLEDGMENT OF ADDENDA RECEIVED**

**PAVEMENT REHABILITATION PROJECT  
SB-1 MOUNTAIN STREET TRACTS**

**CIP PROJECT NO. Z10088**

The Bidder shall acknowledge the receipt of addenda by placing an "X" by each addendum received.

Addendum No. 1 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_

Addendum No. 3 \_\_\_\_\_

Addendum No. 4 \_\_\_\_\_

If an addendum or addenda have been issued by the City and not noted above as being received by the Bidder, the Bid Proposal may be rejected.

  
\_\_\_\_\_  
Bidder's Signature

9-12-24  
\_\_\_\_\_  
Date

Edward J Carlson  
\_\_\_\_\_  
Print Name

Vice President  
\_\_\_\_\_  
Title

**NON-COLLUSION AFFIDAVIT**

**PAVEMENT REHABILITATION PROJECT  
SB-1 MOUNTAIN STREET TRACTS**

**CIP PROJECT NO. Z10088**

STATE OF CALIFORNIA                    )  
  ) SS  
COUNTY OF                            )

(NAME) Edward J Carlson

affiant being first duly sworn, deposes and says:

That he or she is Vice President of  
(sole owner, partner or other proper title)

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

Address: 400 East Sixth St Corona, CA 92879

Telephone No.: 951-736-7600

Print Name: Edward J Carlson

Signature: \_\_\_\_\_

Title: Vice President

Date: 9-12-24

**SIGNING INSTRUCTIONS TO THE CONTRACTOR**

Non-Collusion Affidavit must be accompanied by notary certificates for signature. Note the description of the document on the notary certificate. Attach notary certificate immediately following this page. If the Bidder fails to properly sign or omits the required signature, the bid will be considered non-responsive and will be rejected.

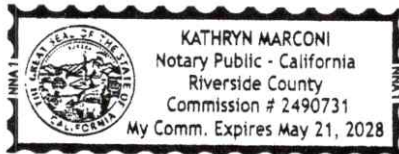
**2CALIFORNIA JURAT****GOV CODE § 8202**

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 12th day of September, 2024.  
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) N/A  
Name of SignerProved to me on the basis of satisfactory evidence  
be the person who appeared before me.)

Place Notary Seal Above

Signature

A handwritten signature in blue ink that reads "Kathryn Marconi".

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 AffidavitDocument Date: 9/12/24 Number of Pages: One (1)Signer(s) Other Than Named Above: N/ARIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

**BOND NO.** 08597423

Bid Date: 10/01/2024

**BIDDER'S BOND**

**PAVEMENT REHABILITATION PROJECT  
SB-1 MOUNTAIN STREET TRACTS**

**CIP PROJECT NO. Z10088**

KNOW ALL MEN OR WOMEN BY THESE PRESENTS:

That we All American Asphalt, as PRINCIPAL,

hereinafter referred to as "Contractor", and Fidelity and Deposit Company of Maryland  
a duly authorized corporate as "Surety," are held and firmly bound unto the City of Lake Elsinore in  
the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Contractor  
above named, submitted by said Contractor to the City of Lake Elsinore for the work for said project  
entitled above, for the payment of which sum in lawful money of the United States, well and truly to  
be made, to the City of Lake Elsinore to which said bid was submitted, we bind ourselves, our heirs,  
executors, administrators and successors, jointly and severally, firmly by these presents. In no case  
shall the liability of the surety hereunder exceed the amount of Ten Percent of Total Amount. Bid----- (10% of Bid----

THE CONDITION OF THIS OBLIGATION IS SUCH:

That whereas the Contractor has submitted the above-mentioned Bid to the City of Lake Elsinore  
as aforesaid for the work for said project entitled above.

NOW, THEREFORE, if the aforesaid Contractor is awarded the Contract and, within the time and  
manner required under the Contract documents, after the prescribed forms are presented to him or  
her for signature, enters into a written Agreement in the prescribed form and in accordance with  
the Contract documents, and files two bonds with the City of Lake Elsinore, one to guarantee  
faithful performance and the other to guarantee payment for labor and materials, in accordance  
with said Contract documents, and as required by law, and files the required insurance  
certificate(s) in accordance with said Contract documents, then this obligation shall be null and  
void; otherwise, it shall be and remain in full force and effect until execution of the Agreement or  
forfeiture pursuant to the Provisions of Sections 20172 and 20174 of the Public Contract Code.

In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall  
pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the  
court.

**(SIGNATURE PAGE FOLLOWS)**



**BIDDER'S BOND SIGNATURE PAGE**  
**PAVEMENT REHABILITATION PROJECT**  
**SB-1 MOUNTAIN STREET TRACTS**

**CIP PROJECT NO. Z10088**

IN WITNESS WHEREOF, we have hereunto set our hands and seals on  
this 11th day of September, 2024

**BIDDER:**

Contractor Name: All American Asphalt

Address: 400 East Sixth Street

Corona, CA 92879

Telephone No.: (951) 736-7600

**CORPORATE SURETY:**

Company Name: Fidelity and Deposit Company of Maryland

Address: 777 S. Figueroa Street, Suite 3900

Los Angeles, CA 90017

Telephone No.: (213) 270-0600

Print Name: Edward J. Carlson

Title: Vice President

Signature: [Signature]

Date: 9-12-24

Print Name: Rebecca Haas-Bates

Title: Attorney-in-Fact

Signature: Rebecca Haas-Bates

Date: September 11, 2024

**SIGNING INSTRUCTIONS TO THE CONTRACTOR**

Bidder's Bond must be accompanied by notary certificates for EACH signature. Note the description of the document on the notary certificate. Attach BOTH notary certificates immediately following this page.

Corporate Seal may be affixed hereto.

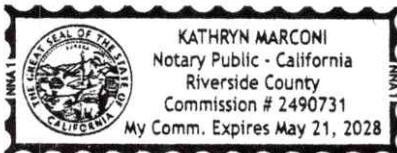
The attorney-in-fact for corporate surety must be registered, as such, in at least one county in the State of California. Attach one original Power of Attorney immediately following the notary certificates.

If the Bidder fails to properly sign or omits the required signatures, the bid will be considered non-responsive and will be rejected.

**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 09/12/2024 before me, Kathryn Marconi, Notary Public,  
Date Here Insert name and Title of the Officerpersonally appeared Edward J. Carlson  
Name(s) of Signer(s)

Place Notary Seal Above

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

**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 Bid BondDocument Date: 09/11/2024 Number of Pages: Two (2)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 AsphaltRIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer's Name: \_\_\_\_\_

☐ Individual☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Other: \_\_\_\_\_

Signer is Representing:

RIGHT 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 )

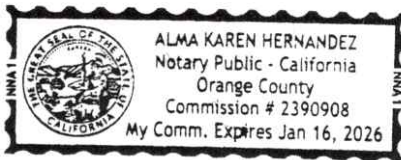
On 09/11/2024 before me, Alma Karen Hernandez, Notary Public,  
Date Here Insert Name and Title of the Officer

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: 09/11/2024  
Number of Pages: Two(2) 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 11th day of September, 2024.



A handwritten signature in dark ink, appearing to read "Thomas O. McClellan".

Thomas O. McClellan  
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  
[reportsfclaims@zurichna.com](mailto:reportsfclaims@zurichna.com)  
800-626-4577

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

**LIST OF SUBCONTRACTORS**

**PAVEMENT REHABILITATION PROJECT  
SB-1 MOUNTAIN STREET TRACTS**

**CIP PROJECT NO. Z10088**

The bidder is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California) and should familiarize itself with Sections 2-3 of the Standard Specifications.

Name Under Which Subcontractor is Licensed: Case Land Survey

License Number: L5411 614 N Eckhoff st  
Address of Office, Mill or Shop: Orange, ca  
Specific Description of Sub-Contract: and Bid Items of Work: Survey 5

Name Under Which Subcontractor is Licensed: Interstate Striping

License Number: 1087140  
Address of Office, Mill or Shop: 9784 POPLAR AVE FONTANA,CA 92335  
Specific Description of Sub-Contract: and Bid Items of Work Stripe 21-26

Name Under Which Subcontractor is Licensed: Pavement Rehab

License Number: 1051374 2890 E. La Cresta Ave  
Address of Office, Mill or Shop: Anaheim  
Specific Description of Sub-Contract: and Bid Items of Work: Crack Seal 1-4

Name Under Which Subcontractor is Licensed: Traffic Loops Crackfilling

License Number: 652956 946 S. Emerald St  
Address of Office, Mill or Shop: Anaheim, ca 92804  
Specific Description of Sub-Contract: and Bid Items of Work: loops 12

Subcontractors listed in accordance with the provisions of Section 2-3 must be properly licensed under the laws of the State of California for the type of work that they are to perform. Do not list alternate subcontractors for the same work.

**LIST OF SUBCONTRACTORS**  
**PAVEMENT REHABILITATION PROJECT**  
**SB-1 MOUNTAIN STREET TRACTS**

**CIP PROJECT NO. Z10088**

The bidder is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California) and should familiarize itself with Sections 2-3 of the Standard Specifications.

Name Under Which Subcontractor is Licensed: \_\_\_\_\_

License Number: \_\_\_\_\_

Address of Office, Mill or Shop: \_\_\_\_\_

Specific Description of Sub-Contract: and Bid Items of Work: \_\_\_\_\_

Name Under Which Subcontractor is Licensed: \_\_\_\_\_

License Number: \_\_\_\_\_

Address of Office, Mill or Shop: \_\_\_\_\_

Specific Description of Sub-Contract: and Bid Items of Work \_\_\_\_\_

Name Under Which Subcontractor is Licensed: \_\_\_\_\_

License Number: \_\_\_\_\_

Address of Office, Mill or Shop: \_\_\_\_\_

Specific Description of Sub-Contract: and Bid Items of Work: \_\_\_\_\_

Name Under Which Subcontractor is Licensed: \_\_\_\_\_

License Number: \_\_\_\_\_

Address of Office, Mill or Shop: \_\_\_\_\_

Specific Description of Sub-Contract: and Bid Items of Work: \_\_\_\_\_

Subcontractors listed in accordance with the provisions of Section 2-3 must be properly licensed under the laws of the State of California for the type of work that they are to perform. Do not list alternate subcontractors for the same work.

**REFERENCES**  
**PAVEMENT REHABILITATION PROJECT**  
**SB-1 MOUNTAIN STREET TRACTS**

**CIP PROJECT NO. Z10088**

Failure to demonstrate adequate experience may result in rejection of the bid.  
For all public agency projects with a similar scope of work which you have worked on (or are currently working on) in the past two (2) years, provide the following required information:

1. Name (Firm/Agency) CITY OF LOMA LINDA  
Address 25541 BARTON RD LOMA LINDA. CA 92354  
Project Title Pavement Rehab at Various Locations  
Project Location Manhattan Beach, CA  
Type of Work pavement rehab  
Project Manager Contact Jarab Thaipejr Phone 909-799-2811  
Dated Completed 12/2023 Contract Amount 1,476,363.00
  
2. Name (Firm/Agency) CITY OF ALISO VIEJO  
Address 12 JOURNEY STE #100 ALISO VIEJO, CA 92656  
Project Title FY22-23 SLURRY SEAL & REHAB PROJECT  
Project Location ALISO VIEJO  
Type of Work SLURRY SEAL  
Project Manager Contact SHAUN PELLETIER Phone 949-428-1400  
Dated Completed 5/2023 Contract Amount 1,595,650.00
  
3. Name (Firm/Agency) CITY OF MONTEREY PARK  
Address 320 W. NEWMARK AVE MONTEREY PARK, CA 91754  
Project Title 2023 Street Rehabilitation Project  
Project Location MONTEREY PARK  
Type of Work Street Rehabilitation  
Project Manager Contact Anthony Bendezu Phone 626-307-1283  
Dated Completed 12/2023 Contract Amount 6,865,699.00

List any other projects (private, older than three (3) years, etc.) that may represent qualifying or similar experience:

4. Name (Firm/Agency) \*\*SEE ATTACHED RECENT CONSTRUCTION PROJECTS COMPLETED \*\*  
Address \_\_\_\_\_  
Project Title \_\_\_\_\_  
Project Location \_\_\_\_\_  
Type of Work \_\_\_\_\_  
Project Manager Contact \_\_\_\_\_ Phone \_\_\_\_\_  
Dated Completed \_\_\_\_\_ Contract Amount \_\_\_\_\_
5. Name (Firm/Agency) \*\*SEE ATTACHED RECENT CONSTRUCTION PROJECTS COMPLETED \*\*  
Address \_\_\_\_\_  
Project Title \_\_\_\_\_  
Project Location \_\_\_\_\_  
Type of Work \_\_\_\_\_  
Project Manager Contact \_\_\_\_\_ Phone \_\_\_\_\_  
Dated Completed \_\_\_\_\_ Contract Amount \_\_\_\_\_
6. Name (Firm/Agency) \*\*SEE ATTACHED RECENT CONSTRUCTION PROJECTS COMPLETED \*\*  
Address \_\_\_\_\_  
Project Title \_\_\_\_\_  
Project Location \_\_\_\_\_  
Type of Work \_\_\_\_\_  
Project Manager Contact \_\_\_\_\_ Phone \_\_\_\_\_  
Dated Completed \_\_\_\_\_ Contract Amount \_\_\_\_\_

# 2023

## PAST WORK REFERENCES

City of Loma Linda  
25541 Barton Road  
Loma Linda, CA 92354  
Manhattan Beach, CA 90266  
Contact: Jarb Thaipejr (909) 799-2811  
[jthaipejr@lomalinda-ca.gov](mailto:jthaipejr@lomalinda-ca.gov)

Pavement Rehab. at Various Locations  
Contract Amount: \$1,476,363.00  
Start Date: 9/1/2023  
End Date: 12/2023

Euclid Land Venture, LLC  
4450 Macarthur Blvd., Ste 100  
Newport Beach, CA 92693  
Contact: Scott Kendall (949) 783-5341  
[khaymes@ranchomv.com](mailto:khaymes@ranchomv.com)

Merrill Ave. Street Widening  
Contract Amount: \$915,915.00  
Start Date: 4/2022  
End Date: 2/2023

City of Aliso Viejo  
12 Journey Ste #100  
Aliso Viejo, Va 92656  
Contact: Shaun Pelletier (949) 425-2531  
[spelletier@avcity.org](mailto:spelletier@avcity.org)

FY22-23 Slurry Seal & Rehab Project  
Contract Amount: \$1,595,650.00  
Start Date: 5/2022  
End Date: 5/2023

RMV Realty, Inc.  
28811 Ortega HWY  
San Juan Capistrano, CA 92693  
Contract: Jeff Ford (949) 413-8899  
[jford@ranchomv.com](mailto:jford@ranchomv.com)

PA 3.2A Street Improvement  
Contract Amount: \$1,244,244.00  
Start Date: 4/2022  
End Date: 8/2023

City of Monterey Park  
320 W. Newmark Avenue  
Monterey Park, CA 91754  
Contact: Anthony Bendezy (626) 307-1283  
[abendezy@montereypark.ca.gov](mailto:abendezy@montereypark.ca.gov)

2023 Street Rehabilitation Project  
Contract Amount: \$6,865,699.00  
Start Date: 8/2023  
End Date: 12/2023

# 2023

## PAST WORK REFERENCES

City of Fullerton  
303 W. Commonwealth Ave  
Fullerton, CA 92632  
Contact: Pete Acosta, Jr. (714) 738-6871  
[PeteA@cityoffullerton.com](mailto:PeteA@cityoffullerton.com)

Brookhurst Rd., SR91 St. Rehab  
Contract Amount: \$325,825.00  
Start Date: 5/2023  
End Date: 12/2023

City of Ontario  
303 East B Street  
Ontario, CA 91764  
Contact: Leonard Lui (909) 295-2401  
[LLui@ontarioca.gov](mailto:LLui@ontarioca.gov)

2023 Fall Pavement Rehabilitation Project  
Contract Amount: \$4,569,222.00  
Start Date: 08/2023  
End Date: 11/2023

City of Riverside  
2900 Main St.  
Riverside, CA 92522  
Contact: Maria Lamping (951) 826-5146  
[mlamping@riversideca.gov](mailto:mlamping@riversideca.gov)

Permanent Trench Resurfacing  
Contract Amount: \$455,150.00  
Start Date: 1/2023  
End Date: 6/2023

City of Ontario  
825 East Third Street  
San Bernardino, CA 92415  
Contact: Samuel E. Nicorici (909) 387-7960  
[bdavis@newportbeachca.gov](mailto:bdavis@newportbeachca.gov)

Chino & Montclair Area Various Roads  
Overlay Project  
Contract Amount: \$5,639,575.88  
Start Date: 9/2022  
End Date: 7/2023

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Contact: Irina Gurovich (714) 754-5324  
[Irina.gurovich@costamesaca.gov](mailto:Irina.gurovich@costamesaca.gov)

Slurry Seal Project  
Contract Amount: \$2,828,001.50  
Start Date: 1/2022  
End Date: 7/2023



# 2022

## PAST WORK REFERENCES

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

Slurry Seal of Central Area of Sands Section  
Contract Amount: \$673,275.00  
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](mailto: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](mailto: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](mailto: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](mailto:aperez@cityofhighland.org)

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

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

The Metro Heights  
Contract Amount: \$2,675,250.00  
Start Date: 11/2021  
End Date: 4/2022

# 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](mailto: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](mailto: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, CA 92860  
Contact: Todd Shank (951) 270-5603  
[Todd.shank@norco.ca.us](mailto: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](mailto: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](mailto:sfisher@DanaPoint.org)

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

# 2021

## PAST WORK REFERENCES

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

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

City of Anaheim  
200 S. Anaheim Boulevard  
Anaheim, CA 92805  
Contact: Jose Cortez (714) 765-5039  
[jcortez@anaheim.net](mailto: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](mailto: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](mailto: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](mailto: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](mailto: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](mailto: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  
[ckkeys@jurupavalley.org](mailto: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, 4<sup>th</sup> Floor  
Santa Ana, CA 92701  
Contact: Albert Rodriguez (714) 667-8800  
[albert.rodriguez@ocpw.ocgov.com](mailto:albert.rodriguez@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 (310) 605-5505  
[bduhn@zandkconsultants.com](mailto: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](mailto: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](mailto: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](mailto: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](mailto: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. 1<sup>st</sup> Street  
Alhambra, CA 91801  
Contact: Robert Bias (626) 580-5000  
[rbias@cityofalhambra.org](mailto: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](mailto: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](mailto:ttran@cityofcamarillo.org)

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

# 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](mailto: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](mailto: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](mailto: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  
[mmorse@irvinecompany.com](mailto:mmorse@irvinecompany.com)

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  
[dgutierr@downeyca.org](mailto:dgutierr@downeyca.org)

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

**CONTRACTOR INFORMATION**

**PAVEMENT REHABILITATION PROJECT  
SB-1 MOUNTAIN STREET TRACTS**

**CIP PROJECT NO. Z10088**

Contractor's License No.: 267073 Class: A, C-12

a. Date first obtained: 1/17/2024 Expiration 1/31/2026

b. Has Bidder's License ever been suspended or revoked? \*\*N/A\*\*

If yes, describe when and why: \_\_\_\_\_

c. Any current claims against License or Bond? N/A

If yes, describe claims: \_\_\_\_\_

Principals in Company (List all – attach additional sheets if necessary):

<b><u>NAME</u></b>	<b><u>TITLE</u></b>	<b><u>LICENSE NO.</u></b> <b>(If Applicable)</b>
<u>Mark Luer</u>	<u>President</u>	<u>267073</u>
<u>Edward J Carlson</u>	<u>Vice President</u>	<u>267073</u>
<u>Michael Farkas</u>	<u>Secretary</u>	<u>267073</u>

**VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS**

**PAVEMENT REHABILITATION PROJECT  
SB-1 MOUNTAIN STREET TRACTS**

**CIP PROJECT NO. Z10088**

1. Has your firm or its officers been assessed any penalties by an agency for noncompliance or violations of Federal, State or Local labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?

YES ☒ NO (circle one)

Federal / State / Local (circle one)

If "YES," identify and describe, (including agency and status): \_\_\_\_\_

\_\_\_\_\_

Have the penalties been paid? YES / NO (circle one)

2. Does your firm or its officers have any ongoing investigations by any public agency regarding violations of the State Labor Code, California Business and Professions Code or State Licensing Laws?

YES / NO ☒ (circle one)

Code/Laws: \_\_\_\_\_

Section/Article: \_\_\_\_\_

If "yes," identify and describe, (including agency and status): \_\_\_\_\_

\_\_\_\_\_

3. Has Bidder been "default terminated" by an owner (other than for convenience), or has a Surety completed a contract for Bidder within the last five (5) years?

YES / NO (circle one)

If "yes," please explain: \_\_\_\_\_

\_\_\_\_\_

4. Has Bidder been cited more than twice for failure to pay prevailing wages in the last five (5) years?

YES / NO (circle one)

If "yes," please explain: \_\_\_\_\_

\_\_\_\_\_



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.

Signature



Date

9-12-24

Edward J Carlson, Vice President

Print Name

Title

All American Asphalt

Contractor Name

**DISQUALIFICATION OR DEBARMENT**  
**PAVEMENT REHABILITATION PROJECT**  
**SB-1 MOUNTAIN STREET TRACTS**

**CIP PROJECT NO. Z10088**

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

YES / ☒ NO (circle one)

If yes, provide the following information (if more than once, use separate sheets):

Date: \_\_\_\_\_ Entity: \_\_\_\_\_

Location: \_\_\_\_\_

Reason: \*\*N/A\*\*

\_\_\_\_\_

\_\_\_\_\_

Provide Status and any Supplemental Statement: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Has your firm been reinstated by this entity?

YES / NO (circle one)

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.

Signature



9-12-24

Date

Edward J Carlson, Vice President

Print Name

Title

Vice President

Contractor Name

**If the Bidder fails to properly sign or omits the required signature, the bid will be considered non-responsive and will be rejected.**

UTILITY AGREEMENT

**PAVEMENT REHABILITATION PROJECT  
SB-1 MOUNTAIN STREET TRACTS**

**CIP PROJECT NO. Z10088**

**HONORABLE MAYOR AND CITY COUNCIL  
CITY OF LAKE ELSINORE, CALIFORNIA**

The undersigned hereby promises and agrees that in the performance of the work specified in this contract for Project No. Z10088, PAVEMENT REHABILITATION PROJECT, (I) (we) (it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary, primary or transmission facilities. The term "Qualified person" is defined in Title 8, California Administrative code, Section 2700, as follows:

Qualified Person: A person who by reason of experience or instruction, is familiar with the operation to be performed and the hazards involved."

The undersigned also promises and agrees that all such work shall be performed in accordance with all applicable electrical utility company's requirements, Public Utility Commission orders, and State of California Cal-OSHA requirements.

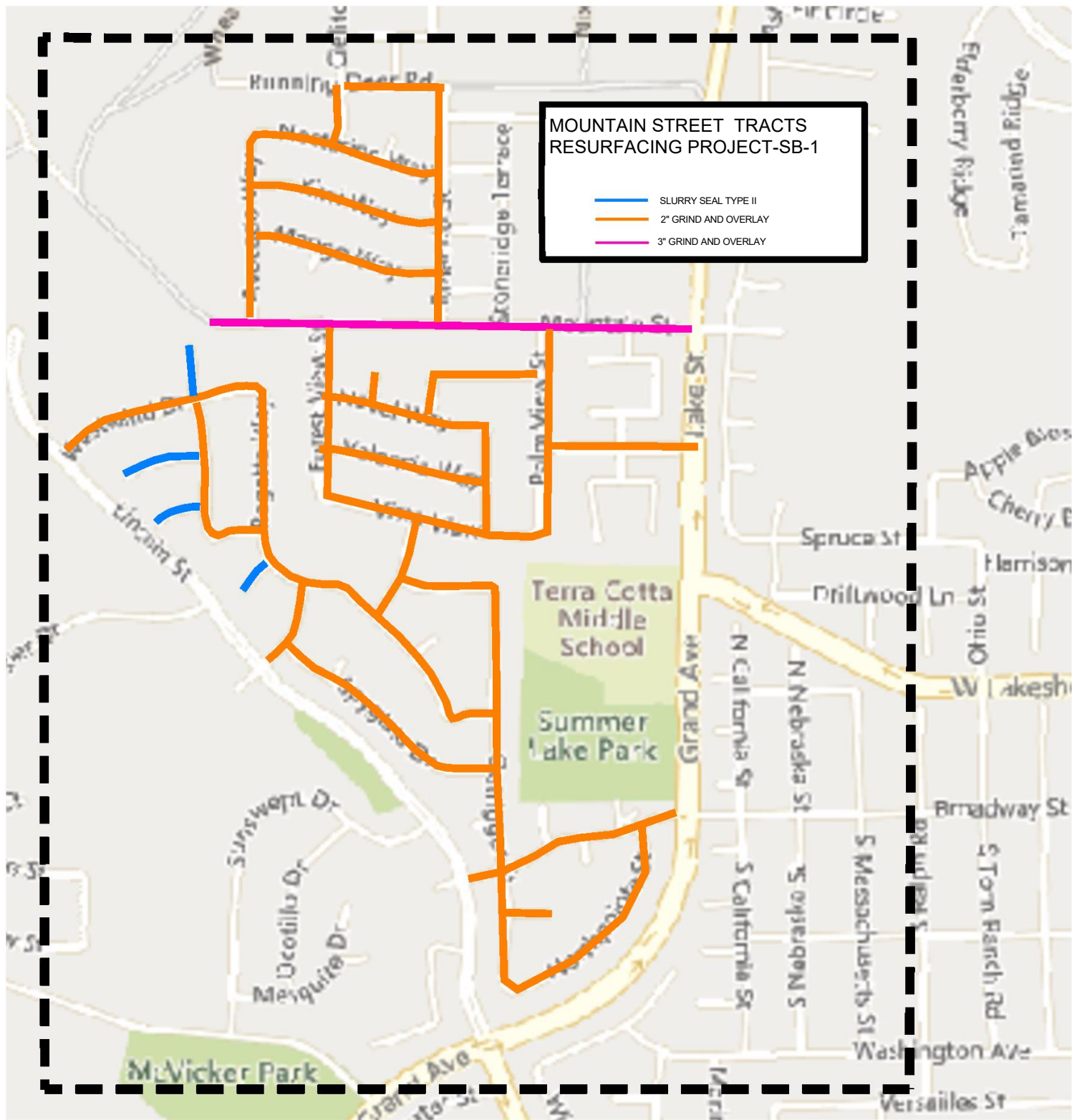
The undersigned further promises and agrees that the provisions herein shall be and are binding upon any subcontractor or subcontractors that may be retained or employed by the undersigned, and that the undersigned shall take steps as are necessary to assure compliance by any said subcontractor or subcontractors with the requirements contained herein.

  
\_\_\_\_\_  
**Signature**

By: Edward J Carlson  
\_\_\_\_\_  
**Name**

Vice President  
\_\_\_\_\_  
**Title**

All American Asphalt  
\_\_\_\_\_  
**Contractor Name**





MOUNTAIN STREET TRACTS  
RESURFACING PROJECT-SB-1

2" GRIND AND OVERLAY

