



STAFF REPORT

DATE: APRIL 17, 2012
 TO: HONORABLE MAYOR AND CITY COUNCIL
 FROM: ROD FOSTER, CITY MANAGER *[Signature]*
 PREPARED BY: AMER JAKHER, PUBLIC WORKS & UTILITY SERVICES DIRECTOR
 SUBJECT: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) #104-37105/3625 MOUNT VERNON AVENUE PAVEMENT REHABILITATION PROJECT *AS*

RECOMMENDED ACTION

It is recommended that the City Council:

1. Authorize the award of a construction contract for the CDBG #104-37105/3625 Mount Vernon Avenue Pavement Rehabilitation Project to All American Asphalt as the lowest responsive and responsible bidder in the amount of \$108,484.
2. Authorize the City Manager or his designee to approve change orders not to exceed 10% of the awarded contract for the CDBG #104-37105/3625 Mount Vernon Avenue Pavement Rehabilitation Project.

GOAL STATEMENT

The proposed action will support the City's goal to improve traffic circulation and street infrastructure.

BACKGROUND

On January 21, 2011, staff submitted all project applications received by the City for CDBG funding to the County of San Bernardino Department of Community Development and Housing (CDH) for its review. The CDH completed its review of the Colton applications and forwarded a final list of all eligible project applications to staff on February 9, 2011.

On March 1, 2011, Council adopted Resolution No. R-22-11 approving the final prioritized list of CDBG projects for FY 2011-2012, which included the Capital Improvement Program Budget which includes the CDBG #104-37105/3625 Mount Vernon Avenue Pavement Rehabilitation Project. The Project's Engineer's Estimate was \$216,064 (including a 10% contingency). The scope of work was focused on replacement of existing pavement in need of repair.

ISSUES/ANALYSIS

The Project scope includes asphalt pavement grinding, rubberized asphalt overlay, striping, and traffic loop installation. In accordance with Colton Municipal Code (CMC) Section 3.08.110, Ordinance 0-12-03, staff solicited and received bids for the CDBG #104-37105/3625 Mount Vernon Avenue Pavement Rehabilitation Project. Eight (8) bid proposals were received from contractors. The sealed bid opening took place on March 20, 2012 at 3:00 p.m. in the City Hall Conference Room. The bids received are as follows:

1. All American Asphalt	\$108,484.00
2. Sequel Contractors, Inc.	\$122,326.00
3. Hardy and Harper, Inc.	\$123,000.00
4. Elite Companies US, Inc.	\$124,541.60
5. Silvia Construction, Inc.	\$128,548.00
6. Matich Corporation	\$139,000.00
7. GM Sager Construction, Inc.	\$139,560.00
8. KAD Paving	\$144,954.00

Staff has evaluated and reviewed each submitted bid. The lowest bid is within the Engineer's Estimate and within the project budget. Staff recommends award of a construction contract to the lowest responsive bidder, All American Asphalt, in the amount of \$108,484.00

FISCAL IMPACTS

Funds for the construction of this project, including the 10% contingency, are budgeted in Capital Improvement Funds Account #215-1201-6920-3890.

ENVIRONMENTAL IMPACTS

Staff recommends that the CDBG #104-37105/3625 Mount Vernon Avenue Pavement Rehabilitation Project be determined to be Categorically Exempt under California Environmental Quality Act (CEQA) Guidelines Section 15301(c). A Notice of Exemption will be filed with the County Clerk should Council take the actions recommended by the Staff.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

1. Exhibit A – Contract

Exhibit "A"

Contract

CONTRACT

THIS CONTRACT is made this ____ day of _____, 2011, in the County of San Bernardino, State of California, by and between the City of Colton, hereinafter called City, and All American Asphalt, hereinafter called Contractor. The City and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1. SCOPE OF WORK. The Contractor shall perform all Work within the time stipulated the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) MOUNT VERNON AVE PAVEMENT REHABILITATION PROJECT

The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **FOURTY FIVE (45)** calendar days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE. The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of One Hundred Eight Thousand Four Hundred and Eighty Four Dollars (\$108,484.00). Payment shall be made as set forth in the General Conditions.

ARTICLE 4. LIQUIDATED DAMAGES. In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of **\$500.00** for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT. The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Contractor's Bid Forms
- Contractor's Certificate Regarding Workers' Compensation
- Bid Bond
- Designation of Subcontractors

CONTRACT

Information Required of Bidders
Non-Collusion Affidavit form
Contract
Performance Bond
Payment (Labor and Materials) Bond
General Conditions
Special Provisions (or Special Conditions)
-DBE Requirements
Technical Specifications
Greenbook Standard Specifications (Sections 1-9 Excluded)
Addenda
Plans and Contract Drawings
Approved and fully executed change orders
Any other documents contained in or incorporated into the Contract

The Contactor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Project.

ARTICLE 7. INDEMNIFICATION. Contractor shall provide indemnification as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES. Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at Public Works and Utility Services Department or may be obtained online at <http://www.dir.ca.gov/dlsr>. and which must be posted at the job site. If the Work involves federal funds or otherwise requires compliance with the Davis-Bacon Fair Labor Standards Act, the Contractor and all its subcontractors shall comply with the higher of the state or federal prevailing wage rates.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF COLTON

By:

Signature

Name

Title

Attest:

City Clerk

Recommended By:


Signature

Name

Title

ALL AMERICAN ASPHALT

By:



Signature

Robert Bradley

Name

Vice President

Title

267073

License Number

CITY OF COLTON
NOTICE INVITING BIDS

The City of Colton, Public Works Department ("City") will receive sealed bids for the **COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) MOUNT VERNON AVE PAVEMENT REHABILITATION PROJECT** at the office of the CITY CLERK (located at 650 North La Cadena Drive, Colton, California, 92324), no later than *March 20, 2012, 3:00 P.M., Tuesday*, at which time or thereafter said bids will be opened and read aloud. Bids received after this time will be returned unopened. Bids shall be valid for 60 calendar days after the bid opening date.

Bids must be submitted on the City's Bid Forms. Bids must be prepared on the approved Bid forms and in the manner prescribed in the Instructions to Bidders. Bids must be submitted in a sealed envelope which is plainly marked on the outside with the following: **"ATTN.: SEALED BID FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) MOUNT VERNON AVE PAVEMENT REHABILITATION PROJECT. DO NOT OPEN WITH REGULAR MAIL.**

WORK: The Works consists of, but not limited to, asphalt pavement grinding, rubberized asphalt overlay, striping, traffic control, traffic signal loop installation and all necessary work as shown on the plans and specification.

For further information, please see the form titled "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)" within the Bid Documents. The CITY of Colton hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit Bids in response to this Notice, and that minorities nor minority business enterprises will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

Bidders may obtain a copy of the Contract Documents at **A&I Reprographics** beginning Monday, March 5, 2012. The location can be found at <http://dfs.aandirepro.com/> or phone 909-514-0754. There is a non-refundable fee for the cost of the plans. Contact A&I for the required fee. The documents can also be reviewed at McGraw Hill Plan rooms.

Bids must be accompanied by cash, a certified or cashier's check, or a Bid Bond in favor of the City in an amount not less than ten percent (10%) of the submitted Total Bid Price.

A non-mandatory Pre-Bid Conference will be held at Corporate Yard Conference Room, 160 S. 10th Street, Colton, CA 92324 on the following date(s) and time(s): *March 8, 2012, Thursday at 10:00 A.M.* Prospective bidders may visit the Project Site without making arrangements through the **COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) MOUNT VERNON AVE PAVEMENT REHABILITATION PROJECT**. Bids will be accepted from any bidder who did not attend the Pre-Bid Conference.

Each bid shall be accompanied by the security referred to in the Contract Documents, the non-collusion affidavit, the list of proposed subcontractors, and all additional documentation required by the Instructions to Bidders.

The successful bidder will be required to furnish the City with a Performance Bond equal to 100% of the successful bid, and a Payment (Labor and Materials) Bond equal to 100% of the successful bid, prior to execution of the Contract. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California.

Pursuant to Public Contract Code Section 22300, the successful bidder may substitute certain securities for funds withheld by City to ensure his performance under the Contract.

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful bidder, copies of which are on file and will be made available to any interested party upon request at Public Works Department of City of Colton or online at <http://www.dir.ca.gov/dlsr>. A copy of these rates shall be posted by the successful bidder at the job site. The successful bidder and all subcontractor(s) under him, shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors. If the Work involves federal funds or otherwise requires compliance with the Davis-Bacon Fair Labor Standards Act, the Contractor and all its subcontractors shall comply with the higher of the state or federal prevailing wage rates.

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Contract: Bidders shall possess the following California Contractor's license in order to perform the Work of this Project: *Class "A"* or a letter from **Contractor's Licensing Board** outlining the combination of various licenses necessary to perform all the work at the time the bid is submitted to the City.

Pursuant to Public Contract Code Section 3400(b), if the City has made any findings designating certain materials, products, things, or services by specific brand or trade name, such findings and the materials, products, things, or services and their specific brand or trade names will be set forth in the Special Conditions.

Award of Contract: The City shall award the Contract for the Project to the lowest responsive, responsible bidder as determined from the base bid alone by the City. The City reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS:

Bidders are advised that this project is funded with Community Development Block Grant funds. The requirements of the Davis-Bacon Act will apply to this project, and those

requirements will be enforced. The prime contractor and subcontractors are required to pay their laborers and mechanics employed under this Contract, a wage not less than minimum wage classification as specified in both the Federal and State Wage Decision when the Contract amount for the Prime Contract exceeds \$2,000. **The higher of the two applicable wage classifications, either State Prevailing Wage or Davis-Bacon Federal Prevailing Wage, will be enforced for all work under this Contract.** The prime contractor is responsible for ensuring subcontractor compliance with Davis-Bacon and related Act Requirements. The Federal Labor Standards Provisions (HUD 4010) apply to this project.”

DISADVANTAGED BUSINESS ENTERPRISES (DBE) GOALS FOR THIS PROJECT: As part of this Project includes federal funds (CDBG), administered through the Department Of Community Development and Housing (CDH), the successful Contractor and its Subcontractors must comply with 41 Code of Federal Regulations (CFR) Part 60-4. **The CITY of Colton’s AADPLS (Annual Anticipated DBE percentage levels) for Federal Fiscal Year 2009-2010, and for this Project, is 15.9% minority participation(9% Race Neutral; 6.9% Race Conscious).**

A copy of the Davis-Bacon Federal Prevailing Wage, the date of which reflects the latest applicable modification at the time of this advertisement, is included in the Contract Documents & Specifications. Bidders shall be notified, via Addendum, of modifications, if any, which supersede that included herein, up until a minimum of ten (10) days prior to the actual Bid Opening.

CDBG – PAYMENT: The following requirement of the Department of Community Development and Housing (CDH), as administrators of the Community Development Block Grant (CDBG) funds, shall be strictly enforced.

“A weekly certified payroll is required during the term of construction. Payment of invoice may be delayed when certified payrolls are not submitted weekly. The City shall make progress payments on any properly completed payment request submitted by the Contractor. The payment request shall not be deemed properly completed unless certified payroll form WH 347 has been properly completed and submitted on a weekly basis for each week worked during the time period covered by said payment request.”

For further information contact the following persons;

Victor Ortiz P.E., Public Works Department, (909) 370-5065, or by FAX at (909) 370-5072, or E-mail vortiz@ci.colton.ca.us

Aftab Hussain, Public Works Department, (909) 370-5003, or by FAX at (909) 370-5072, or E-mail ahussain@ci.colton.ca.us

BID FORM

NAME OF BIDDER: All American Asphalt

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
MOUNT VERNON AVE PAVEMENT REHABILITATION
PROJECT**

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project for the following TOTAL BID PRICE:

BASE BID	BASE BID PRICE (IN WRITTEN FORM)	BID PRICE (IN NUMBERS)
TOTAL BID PRICE	ONE HUNDRED AND FOUR ^{EIGHT} THOUSAND FOUR HUNDRED AND EIGHTY-FOUR DOLLARS	\$108,484-

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

BID SCHEDULE

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) MOUNT VERNON AVE PAVEMENT REHABILITATION PROJECT

TIME OF COMPLETION : 45 CALENDAR DAYS

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNT COST	EXTENDED AMOUNT
1	MOBILIZATION	1	LS	5,400-	5,400-
2	TRAFFIC CONTROL/CALTRANS PERMIT	1	LS	10,800-	10,800-
3	SWPPP	1	LS	1,020-	1,020-
4	REPLACE EXISTING PAVEMENT STRIPINGS/MARKINGS (THERMOPLASTIC)	1	LS	7,000-	7,000-
5	REPLACE DAMAGED LOOP DETECTOR	1	LS	3,740- ^{RB} 4,224- ^{RB}	4,224- ^{RB} 3,740- ^{RB}
6	2" THK. COLD PLANE EXISTING AC PAVEMENT AND HAUL AWAY	70,000	SF	0 ¹⁰	7,000-
7	2" THICK RUBBERIZED ASPHALT OVERLAY	880	Tons	83-	73,040-

TOTAL BASE BID AMOUNT =

TOTAL BID PRICE (1 TO 10):

~~ONE HUNDRED AND FOUR THOUSAND FO-^{RB}~~

\$108,484-

Total Bid Price in Numbers

^{EIGHT}

~~ONE HUNDRED AND FOUR THOUSAND FOUR HUNDRED EIGHTY-FOUR DOLLARS~~

^{RB}Total Bid Price in Written Form

In case of discrepancy between the unit price and the item cost set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the unit price.

BID SCHEDULE

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

The undersigned agrees that this Bid Form constitutes a firm offer to the City which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the Work is fully executed by the City and a third party, whichever is earlier.

The Contract duration shall commence on the date stated in the City's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents. In no case shall the Contractor commence construction prior to the date stated in the City's Notice to Proceed.

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors, License No. 267073 Expiration Date 11/31/14, class of license A-C-12. If the bidder is a joint venture, each member of the joint venture must include the above information.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents.

1. Addenda No. 1 thru 1
2. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.
3. Attached is the fully executed Non-Collusion Affidavit form.
4. Attached is the completed Designation of Subcontractors form.
5. Attached is the completed Bidder Information Form.
6. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.
7. Bidder acknowledges and understands that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder All American Asphalt

Signature Robert Bradley

Name and Title Robert Bradley, Vice President

BID SCHEDULE

Dated

3/19/12

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION**

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

Name of Bidder All American Asphalt

Signature 

Name Robert Bradley

Title Vice President

Dated 3/19/12

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION**

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater if the work involves streets or highways, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Portion of the Work	Subcontractor	Location of Business	% of the Work
LOOPS	SMITHSON ELECTRIC	ORANGE	3.88
STRIPE	CAL STRIPE	SUN CITY	6.36

DESIGNATION OF SUBCONTRACTORS

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: _____

7.2 Name and address of all partners (state whether general or limited partnership):

NIA

8.0 If other than a corporation or partnership, describe organization and name principals:

NIA

9.0 List other states in which Bidder's organization is legally qualified to do business.

NIA

10.0 What type of work does the Bidder normally perform with its own forces?

Grading, Paving and Concrete

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

NO

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

NO

14.0 List Trade References:

N/A

15.0 List Bank References (Bank and Branch Address):

Community Bank
495 E. Rincon
Corona, CA 92879

16.0 Name of Bonding Company and Name and Address of Agent:

Fidelity and Deposit Company of Maryland
777 S. Figueroa St. Ste 3900 Los Angeles, CA 90017
Millenium Corporate Solutions
5530 Trabuco Rd
Irvine, CA 92620

ALL AMERICAN ASPHALT
Major Construction Projects
Current Work References

City of Brea
Contact Name: Brian M. Ingallinera
(714) 990-7672

Residential Street Rehabilitation
Contract: \$652,527.00
75% Complete

City of Santa Ana
Contact Name: Edward Torres
(714) 647-5018

Bristol Street Widening
Street Improvements
Contract: \$8,315,754.00
92% Complete

City of Garden Grove
Contact Name: Digna de los Reyes
(714) 741-5179

Five Arterial Street Rehabilitation
Contract: \$2,045,625.00
75% Complete

Department of Transportation
Contact Name: Jose Berrios
(714) 558-4364

Route 241 Rehabilitation
Contract: \$5,803,479.00
50% Complete

County of San Bernardino
Contact Name: Eric Strickland
(805) 986-2370

Santa Ana Avenue
Contract: \$1,317,821.00
30% Complete

“2009”
PAST WORK REFERENCES

City of Costa Mesa
77 Fair Drive
P.O. Box 1200
Costa Mesa, CA 92628-1200
Contact: Tom Banks, (714) 536-5431

Prop 1 B Street Maintenance
Contract Amount: \$993,993.00
Start: 7/2009
On-going – not completed yet

City of Dana Point
33282 Golden Lantern
Dana Point, CA 92628
Contact: Archie Rempher, (949) 248-3500

Annual Roadway Resurfacing Project
Contract Amount: \$3,982,982.00
Start: 4/2009
On-going – not completed yet

City of Beverly Hills
345 Foothill Road
Beverly Hills, CA 90210
Contact: Juan Martinez, (310) 285-2521

2008-09 Street Resurfacing
Contract Amount: \$4,085,000.00
Start: 1/2009
Completed: 8/2009

County of San Bernardino
825 East Third Street
San Bernardino, CA 92415-0835
Contact: Sri Srirajan, (909)387-7935

Arrow Route
Contract Amount: \$1,980,000.00
Start: 2/2009
Completed: 7/2009

City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277
Contact: Javier Urista, (310) 318-0661

Public Improvement Package
Contract Amount: \$1,678,000.00
Start: 1/2009
Completed: 9/2009

City of Westlake Village
31200 Oak Crest Drive
Westlake Village, CA 91361
Contact: Roxanne Hughes, (805) 653-6597

Joint Cities Pavement Rehab. Project
Contract Amount: \$1,242,241.11
Start: 6/2009
Completed: 9/2009

Department of Transportation
12975 Culver Blvd.
Los Angeles, CA 90066
Contact: Sixto Ramin, (213) 216-4406

Route 27, Contract No. 07-2Y4904
Contract Amount: \$915,511.00
Start: 6/2009
Completed: 9/2009

City of Rialto
150 South Palm Avenue
Rialto, CA 92376
Contact: Eddie Chan, (909) 820-2651

Route 210 Detour
Contract Amount: \$1,983,548.00
Start: 6/2009
Completed: 9/2009

“2010”
PAST WORK REFERENCES

City of Santa Ana
20 Civic Center Plaza
Santa Ana, CA 92701
Contact: Edward Torres, (714) 647-5018

Segerstrom Avenue Rehabilitation
Contract Amount: \$2,094,618.00
Start: 11/2009
Completed: 3/30/2010

City of Chino
13220 Central Avenue
Chino, CA 91790
Contact: Emani Naghmeh, (909) 464-8367

Street Rehabilitation Project FY 08/09
Contract Amount: \$2,127,501.00
Start: 11/2009
Completed: 5/31/2010

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92628-1200
Contact: Thomas Banks, (714) 754-5222

Rehabilitation of Vanguard Way
Contract Amount: \$517,646.00
Start: 12/2009
Completed: 2/30/2010

City of Westminster
8200 Westminster Boulevard
Westminster, CA 92683
Contact: Tuan Pham, (714) 898-3311 ext. 209

City-wide Overlay 09-10 St. Improvement Project
Contract Amount: \$1,171,416.00
Start: 2/1/2010
Completed: 5/30/2010

City of Paramount
16400 Colorado Avenue
Paramount, CA 90723-5012
Contact: Ed Cox, (562) 908-6205

Resurfacing in Rosecrans Avenue
Contract Amount: \$572,209.00
Start: 10/1/2009
Completed: 5/30/2010

City of Cerritos
18125 Bloomfield Avenue
Cerritos, CA 90703-3130
Contact: Rash Syed, (562) 916-1221

Bloomfield Avenue Improvements
Contract Amount: \$1,103,000.00
Start: 3/1/2010
Completed: 6/20/2010

City of Anaheim
200 South Anaheim Boulevard
Anaheim, CA 92805
Contact: Sean Ramsey, (714) 765-5059

Magnolia Avenue Street Improvements
Contract Amount: \$868,000.00
Start: 4/1/2010
Completed: 7/20/2010

City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92842
Contact: (714) 741-5180

Harbor Boulevard Street Rehabilitation
Contract Amount: \$919,000.00
Start: 3/1/2010
Completed: 6/30/2010

“2011”
PAST WORK REFERENCES

City of Compton
205 South Willowbrook Avenue
Compton, CA 90220
Contact: Loujuana Mitchell, (310) 761-1437

Northwood Avenue Reconstruction
Contract Amount: \$1,180,000.00
Start: 10/18/2010
Completed: 5/4/2011

County of San Bernardino
825 E. Third Street
San Bernardino, CA 92415
Contact: Franklin Luna, (909) 387-7920

Cajon Blvd.
Contract Amount: \$565,000.00
Start: 3/11/2011
Completed: 4/8/2011

County of Riverside
2950 Washington Street
Riverside, CA 92504
Contact: David Hylkema, (951) 850-6075

De Luz Road Rehabilitation
Contract Amount: \$740,000.00
Start: 4/25/2011
Completed: 5/23/2011

City of Stanton
7800 Katella Avenue
Stanton, CA 90680-3162
Contact: Quang Le, (714) 890-4234

2010/2011 Citywide Reconstruction
Contract Amount: \$322,322.00
Start: 3/1/2011
Completed: 4/30/2011

City of Long Beach
333 West Ocean Blvd., 10th Floor
Long Beach, CA 90802
Contact: Chuck Ramey, (562) 570-6634

Annual Contract Street Reconstruction
Contract Amount: \$3,433,415.00
Start: 5/1/2010
Completed: Still On-Going

City of Paramount
16400 Colorado Boulevard
Paramount, CA 90723-5012
Contact: Len Gorecki, (562) 220-2111

Neighborhood Street Resurfacing
Contract Amount: \$899,909.00
Start: 11/1/2010
Completed: 3/30/2011

City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648
Contact: Dave Verone, (714) 375-8471

Slater Avenue Improvements
Contract Amount: \$1,926,341.00
Start: 8/2/2010
Completed: 2/30/2011

Department of Transportation
464 W. Fourth Street
San Bernardino, CA 92410-1400
Contact: Imad Abugharbieh, (951) 277-8579

Route 91 Project
Contract Amount: \$5,732,812.00
Start: 3/1/2010
Completed: 3/30/2011

D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

- 1. List each person's job title, name and percent of time to be allocated to this project:

Doug Harrington, Construction Manager 10%

Rick Selph, Superintendent 50%

Art Ramirez, Paving Foreman 100%

- 2. Summarize each person's specialized education:

Agtec Pointman Training

Asphalt Technology

- 3. List each person's years of construction experience relevant to the project:

25 years

21 years

22 years

- 4. Summarize such experience:

Construction background in various public and private works projects

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.

Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

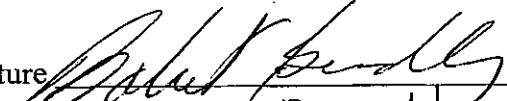
N/A

E. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

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

Name of Bidder All American Asphalt

Signature 

Name Robert Bradley

Title Vice President

Dated 3/19/12

NON-COLLUSION AFFIDAVIT

I, Robert Bradley, being first duly sworn, deposes and says that he is Vice President of All American Asphalt the party making the attached 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 association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Name of Bidder All American Asphalt

Signature [Handwritten Signature]

Name Robert Bradley

Title Vice President

Dated 3/19/12

BID BOND

The makers of this bond are, All American Asphalt
Fidelity and Deposit Company of Maryland, as Principal, and
unto the City of Colton, hereinafter called the City, in the penal sum of TEN PERCENT (10%)
OF THE TOTAL BID PRICE of the Principal submitted to CITY for the work described below,
for the payment of which sum in lawful money of the United States, well and truly to be made,
we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted
the accompanying bid dated March 20, 20 12, for **COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG) MOUNT VERNON AVE PAVEMENT REHABILITATION
PROJECT.**

If the Principal does not withdraw its bid within the time specified in the Contract
Documents; and if the Principal is awarded the Contract and provides all documents to the City
as required by the Contract Documents; then this obligation shall be null and void. Otherwise,
this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension
of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation
under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the City and judgment is
recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including
reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument
under their several seals this 15th day of March, 2012, the name and
corporate seal of each corporation.

(Corporate Seal)

All American Asphalt
Principal
By [Signature]
Title ROBERT BRADY, VICE PRES.
Fidelity and Deposit Company of Maryland

(Corporate Seal)

Surety
By [Signature]
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title William Syrkin, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Riverside

On March 19, 2012 before me, Carmen Marie Ochoa, Notary Public,
Date Here Insert name and Title of the Officer

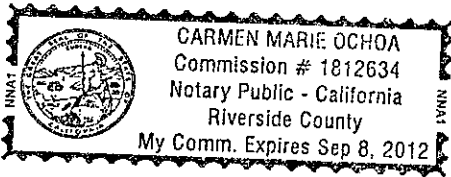
personally appeared Robert Bradley
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Carmen Marie Ochoa
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 Document

Title or Type of Document _____

Document Date: _____ Number of Pages: _____

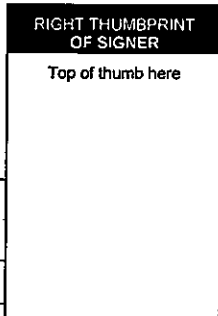
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Bradley

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

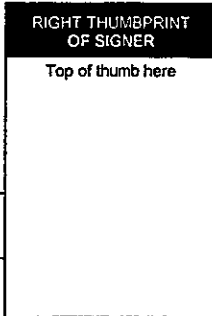
Signer is Representing:
All American Asphalt



Signer's Name: _____

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

Signer is Representing: _____



****Please See Attached****

STATE OF CALIFORNIA)
)
CITY OF _____)

ss.

On this _____ day of _____, in the year 2011, before me, _____, a Notary Public in and for said state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument as the Attorney-In-Fact of the (Surety) acknowledged to me that he subscribed the name of the _____ (Surety) thereto and his own name as Attorney-In-Fact.

Notary Public in and for said State

(SEAL)

Commission expires: _____

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

BID BOND

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

“Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,....and to affix the seal of the Company thereto.”

CERTIFICATE

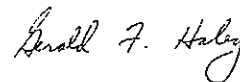
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

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 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 seal of the said Company,

this 15th day of March, 2012.



Assistant Secretary

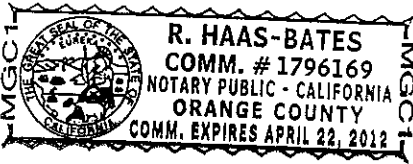
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of Orange }

On 03/15/2012 before me, R. Haas-Bates, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared William Syrkin
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature R. Haas-Bates
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons 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 Bond

Document Date: 03/15/2012 Number of Pages: Two (2)

Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: William Syrkin

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

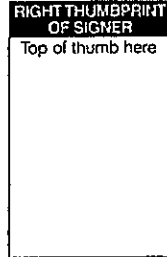
Signer Is Representing: _____
Fidelity and Deposit Company
of Maryland

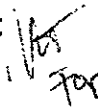


Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



DATE: MARCH 8, 2012
FROM:  AMER JAKHER, P.E.
CITY ENGINEER/DIRECTOR
TO: ALL PLAN HOLDERS

ADDENDUM I
PUBLIC WORKS AND UTILITY SERVICES DEPARTMENT
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) #104-37105/3625
MOUNT VERNON AVE PAVEMENT REHABILITATION PROJECT
EFFECTIVE MARCH 6, 2012

As of March 8, 2012, the following modification shall be incorporated into the existing Contract Documents and Specifications for the **COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) # 104-37105/3625 MOUNT VERNON AVE PAVEMENT REHABILITATION PROJECT**

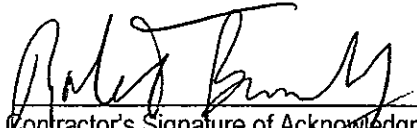
- Attachment "D" EDA Construction Contract Provision shall be included into the General Provisions for the Community Development Block Grant (CDBG) #104-37105/3625 Mount Vernon Ave Pavement Rehabilitation Project.

If you have any questions, please contact Aftab Hussain, Public Works and Utility Services Department at phone number (909) 370-5065, or by FAX at (909) 370-5072, or by E-mail at ahussain@ci.colton.ca.us.

Thank you.

End of Addendum I

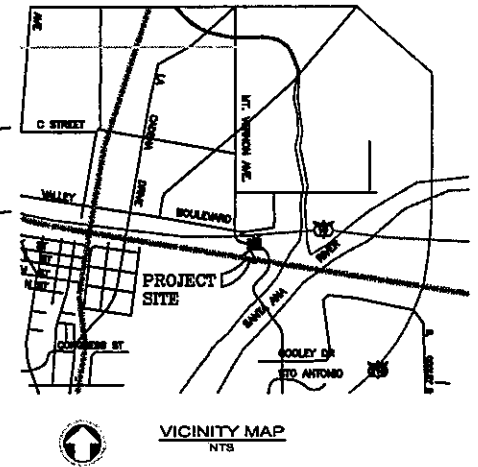
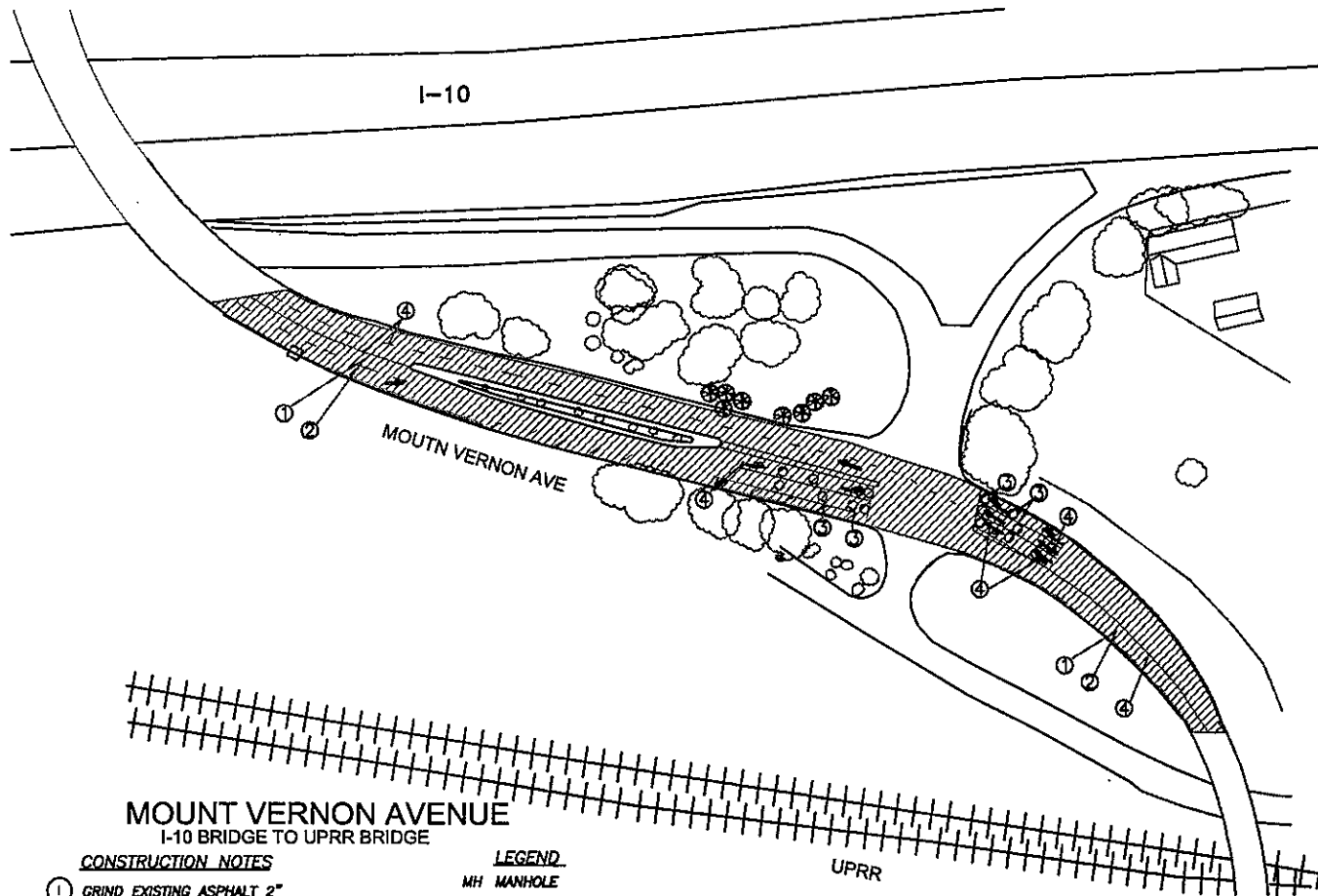
A SIGNED COPY OF THIS ADDENDUM MUST BE INCLUDED IN YOUR BID PROPOSAL


Contractor's Signature of Acknowledgment
Robert Bradley, Vice President

CITY OF COLTON

COUNTY OF SAN BERNARDINO, CALIFORNIA

CDBG MOUNT VERNON AVE PAVEMENT REHABILITATION PROJECT



MOUNT VERNON AVENUE
I-10 BRIDGE TO UPRR BRIDGE

- CONSTRUCTION NOTES**
- ① GRIND EXISTING ASPHALT 2"
 - ② ASPHALT PAVEMENT THICKNESS 2"
 - ③ INSTALL DAMAGED LOOP DETECTORS
 - ④ REPLACE STRIPING AND MARKINGS
 - ⑤ PROTECT IN PLACE

- LEGEND**
- MH MANHOLE
 - WV WATER VALVE
 - UT UTILITY
 - GRIND, REMOVE AND REPLACE ASPHALT

Underground Service Alert

Call: TOLL FREE
1-800
422-4133

720 BOMBING DATE BEFORE YOU DIG

CITY OF COLTON		DATE: _____	TIME: _____
PUBLIC WORKS AND UTILITY SERVICES DEPARTMENT		BY: _____	TIME: _____
CITY ENGINEER		DATE: _____	TIME: _____
MOUNT VERNON AVE PAVEMENT REHABILITATION PROJECT		CDBG	MOUNT VERNON AVE PAVEMENT REHABILITATION PROJECT
APPROVED: _____		ADDRESS: COLTON, CA 92324	SHEET 1 OF 1