

CONTRACT
[Parking Lot Pavement Rehabilitation And Resurfacing Of
Bike Trails And Walking Paths (RFB No. 23-24.07)]

THIS CONTRACT (the “Contract”) is made and entered into as of _____, 20__ (“Effective Date”) by and between the CITY OF ORANGE, a municipal corporation (“City”), and ONYX PAVING COMPANY, INC., a California corporation (“Contractor”), who agree as follows.

ARTICLE 1
Work Performed

a. For and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by City, and under the conditions expressed in the two (2) bonds presented to City with this Contract and incorporated herein by this reference, Contractor hereby agrees to and shall do all the work and furnish all the labor, materials, tools and equipment, except such as are mentioned in the specifications to be furnished by City to Contractor, necessary to complete in good workmanship and substantial manner the work (the “Work”) described in:

(1) Contractor’s Proposal, which is attached hereto as Exhibit A, and incorporated herein.

b. Contractor acknowledges the provisions of Chapter 8.28 of the Orange Municipal Code which requires, among other things, that Contractor utilize City’s exclusive solid waste hauler for the rental of bins for trash and debris removal and imposes mandatory recycling requirements for self-hauled construction and demolition waste. The terms and conditions set forth in this Contract shall control over any terms and conditions in the Plans and Specifications to the contrary.

c. The Work shall be performed in conformity with the Plans and Specifications and the Bid Proposal and all applicable laws, including any and all applicable federal and state labor laws and standards and applicable prevailing wage requirements and any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment.

d. Unless and until otherwise notified in writing by City’s Community Services Senior Project/Landscape Coordinator, Nathan Bluhm (“Authorized City Representative”), shall be the person to whom Contractor will report for the performance of the Work hereunder. It is understood that Contractor’s performance hereunder shall be under the direction and supervision of the Authorized City Representative or such other person as City’s Community Services Senior Project/Landscape Coordinator may designate from time to time, that Contractor shall coordinate the Work hereunder with the Authorized City Representative to the extent required by the Authorized City Representative, and that all performances required hereunder by Contractor shall be performed to the satisfaction of the Authorized City Representative or City’s Community Services Senior Project/Landscape Coordinator.

e. It is expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and Contractor's Bid Proposal, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said Bid Proposal conflicting herewith.

ARTICLE 2

Commencement of Work

Contractor shall commence the Work provided for in this Contract within fifteen (15) days of the date of the issuance by City of a Notice to Proceed and diligently prosecute completion of the Work within ninety (90) calendar days from such date, unless legal extension is granted in accordance with the terms set forth in the Greenbook. Time is of the essence in this Contract. Contractor shall do all things necessary and incidental to the prosecution of Contractor's Work.

ARTICLE 3

Compensation

a. Contractor agrees to receive and accept an amount not to exceed NINE HUNDRED SIXTY-THREE THOUSAND DOLLARS and 00/100 (\$963,000.00) as compensation for furnishing all materials and doing all the Work contemplated and embraced in this Contract. Said compensation covers (1) all loss or damage arising out of the nature of the Work, from the acts of the elements; (2) any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the Work until its acceptance by City, other than as provided below; (3) all risks of every description connected with the Work; (4) all expenses incurred by or in consequence of the suspension or discontinuance of the Work; and (5) well and faithfully completing the Work, and for the whole thereof, in the manner and according to the Plans and Specifications, and requirements of the Authorized City Representative under them. Retention amounts shall be withheld from progress payments as required by law unless Contractor provides securities in lieu of retention.

b. In addition to the scheduled Work to be performed by the Contractor, the parties recognize that additional, unforeseen work and services may be required by the Authorized City Representative. In anticipation of such contingencies, the sum of NINETY-SIX THOUSAND THREE HUNDRED DOLLARS and 00/100 (\$96,300.00) has been added to the total compensation of this Contract. The Authorized City Representative may approve the additional work and the actual costs incurred by the Contractor in performance of additional work or services in accordance with such amount as the Authorized City Representative and the Contractor may agree upon in advance. Said additional work or services and the amount of compensation therefore, up to the amount of the authorized contingency, shall be memorialized in the form of a Contract Amendment approved by the City Manager on a form acceptable to the City Attorney. The Contractor agrees to perform only that work or those services that are specifically requested by the Authorized City Representative. Any and all additional work and services performed under this Contract shall be completed in such sequence as to assure their completion as expeditiously as is consistent with professional skill and care in accordance with a cost estimate or proposal submitted to and approved by the Authorized City Representative prior to the commencement of such Work or services.

c. The total amount of compensation under this Contract, including contingencies, shall not exceed ONE MILLION FIFTY-NINE THOUSAND THREE HUNDRED DOLLARS and 00/100 (\$1,059,300.00).

ARTICLE 4

Licenses

Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the Work contemplated by this Contract and that Contractor and subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Contract.

ARTICLE 5

Guarantees

a. Contractor guarantees the construction and installation of all Work included in the Plans and Specifications for which Contractor has been awarded this Contract.

b. Should any of the materials or equipment installed pursuant to this Contract prove defective or should the Work as a whole prove defective, due to faulty equipment, workmanship, materials furnished or methods of installations, or should said Work or any part thereof fail to function properly, as designed, due to any of the above causes within twelve (12) months after the date on which said Work is accepted by City, Contractor shall make repairs and furnish such materials and equipment as are necessary to be furnished and installed within fifteen (15) calendar days after the receipt of a demand from City.

c. Said Work will be deemed defective within the meaning of this guarantee in the event that it fails to function as originally intended either by the Plans and Specifications of this Contract or by the manufacturer(s) of the equipment incorporated into the Work.

d. In the event repairs are not made within fifteen (15) calendar days after Contractor's receipt of a demand from City, City shall have the unqualified option to make any needed repairs or replacements itself or by any other contractor. Contractor shall reimburse City, upon demand, for all expenses incurred in restoring said Work to the condition contemplated in this Contract, including the cost of any equipment or materials replaced.

e. It is understood that emergency repairs may, by necessity, be made by City. Therefore, when defective equipment, materials or workmanship result in emergency repairs by City, Contractor shall reimburse City, upon demand, for all expenses incurred. Emergency repairs will be deemed as those repairs determined by City's Community Services Senior Project/Landscape Coordinator to be necessary due to an immediate detriment to the health, safety, welfare or convenience of the residents of City.

ARTICLE 6

Water Quality

a. The Santa Ana Regional Water Quality Control Board ("RWQCB") has issued National Pollutant Discharge Elimination System ("NPDES") Permit No. R8-2009-0030 (the

“Permit”), which governs storm water and non-storm water discharges resulting from municipal activities performed by City or its contractors. In order to comply with the Permit requirements, the County of Orange has prepared a Drainage Area Management Plan (“DAMP”), containing Model Maintenance Procedures with Best Management Practices (“BMPs”) that City and its contractors must adhere to. The Model Maintenance Procedures contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, storm water runoff, and receiving water quality. Examples include: wash water from cleaning of sidewalks or parking lots must be collected and disposed of in the sewer or landscaped areas.

b. The Permit, the DAMP and the Model Maintenance Procedures are on file in the office of City’s Director of Public Works. Contractor hereby acknowledges that it has read, reviewed and understands the Permit, the DAMP and the Model Maintenance Procedures, as they relate to the Work and hereby shall perform the Work in conformance therewith.

ARTICLE 7

Independent Contractor; Contractor not Agent

a. At all times during the term of this Contract, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor’s services rendered pursuant to this Contract. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Contract. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Contract. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that Contractor and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

b. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

ARTICLE 8

Public Work; Prevailing Wage

a. The Work which is the subject of this Contract is a “public work,” as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid. To the extent Contractor’s employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that Contractor, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The

general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

b. Attached hereto as Attachment No. 1 and incorporated herein by this reference is a copy of the provisions of Sections 1725.5, 1771, 1771.1, 1771.4, 1775, 1776, 1777.5, 1813 and 1815 of the California Labor Code. Contractor hereby acknowledges that it has read, reviewed and understands those provisions of the Labor Code and shall prosecute and complete the Work under this Contract in strict compliance with all of those terms and provisions.

c. Contractor shall secure the payment of compensation to its employees in accordance with the provisions of Section 3700 of the California Labor Code. Accordingly, and as required by Section 1861 of the California Labor Code, Contractor hereby certifies as follows:

“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.”

d. Contractor shall indemnify, protect, defend and hold harmless City and its officers, employees, contractors and agents, with counsel reasonably acceptable to City, from and against any and all loss, liability, damage, claim, cost, expense, and/or “increased costs” (including reasonable attorney’s fees, court and litigation costs, and fees of expert witnesses) which result or arise in any way from the noncompliance by Contractor of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages). It is agreed by the parties that, in connection with the construction of the Work which is the subject of this Contract, Contractor shall bear all risks of payment or non-payment of state prevailing wages. “Increased costs” as used in this paragraph shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time. The foregoing indemnity shall survive termination of this Contract.

ARTICLE 9

Equal Employment Opportunity

During the performance of this Contract, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor shall post in

conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any Work covered by this Contract, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

ARTICLE 10

Conflicts of Interest

Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a contractor to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code. Contractor further agrees that it shall not be eligible to work as the builder for any project for which the design work is part of this Contract.

ARTICLE 11

Indemnity

Contractor shall defend, indemnify and hold harmless City and its officers, officials, agents, and employees from and against:

a. Any and all claims, liabilities, losses, damages, penalties, costs or expenses (including reasonable attorneys' fees and court costs) which City may directly or indirectly sustain or suffer arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or the property of any person which shall occur on or adjacent to the real property which is the subject of this Contract, or in connection with performance of this Contract which may be directly or indirectly caused by the acts or omissions of Contractor or its officers, employees, contractors or agents, or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance. Contractor shall not be responsible for (and such indemnity shall not apply to) any willful misconduct, negligence or breach of this Contract by City or its officers, officials, agents, and employees. The foregoing indemnity shall survive termination of this Contract.

b. Any and all claims under workers' compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's subcontractor's employees arising out of Contractor's Work under this Contract, including any and all claims under any law pertaining to Contractor's status as an independent contractor.

ARTICLE 12

Insurance

a. Contractor shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection

with the performance of the Work hereunder and the results of that Work by Contractor, its agents, representatives, employees or subcontractors. Any umbrella liability insurance that is provided as part of the general or automobile liability minimums set forth below shall be maintained for the duration of the Contract.

b. Contractor shall maintain the following minimum amount of insurance: the greater of either the limits set forth in (1) through (4), below; or all of the insurance coverage and/or limits carried by or available to Contractor.

- | | | |
|---------------------------|-------------|--|
| (1) General Liability | \$2,000,000 | per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability | \$1,000,000 | per accident for bodily injury and property damage. |
| (3) Workers' Compensation | | as required by the State of California. |
| (4) Employer's Liability | \$1,000,000 | per accident for bodily injury or disease. |

c. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor under this Contract.

d. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to City, its officers, officials, agents and employees; or Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

e. Each policy of general liability and automotive liability insurance shall contain, or be endorsed to contain, the following provisions:

(1) City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor (any auto), and with respect to liability arising out of Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such Work or operations. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an

additional insured as a contracting party. The minimum coverage required by Subsection 12.b, above, shall apply to City as an additional insured.

(2) For any claims related to this Contract, Contractor's insurance coverage shall be primary insurance with respect to City, its officers, officials, agents and employees. Any insurance or self-insurance maintained by City, its officers, officials, agents and employees shall be excess of Contractor's insurance and shall not contribute with it.

(3) Coverage shall not be canceled, except after thirty (30) days' prior written notice has been provided to City.

f. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Article 12. The endorsements shall be on forms acceptable to City. All certificates and endorsements are to be received and approved by City before the Work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

g. All insurance procured and maintained by Contractor shall be issued by insurers admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide.

h. Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Contract unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom by way of set-off from any sums owed Contractor.

i. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of City for all Work performed by Contractor, its employees, agents and subcontractors. Contractor shall obtain any other endorsement that may be necessary to effect this waiver of subrogation.

j. Contractor shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein.

ARTICLE 13

Termination

City, acting through its City Manager or designee, reserves the right to terminate this Contract for any reason by giving five (5) days' written notice of intent to terminate to Contractor. Upon receipt of notice, Contractor shall immediately cease work, unless the notice provides otherwise. Should City terminate this Contract, City shall pay Contractor for services satisfactorily

provided and all allowable reimbursements incurred to the date of termination in compliance with this Contract, unless such termination shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

ARTICLE 14

Maintenance and Inspection of Records

In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records and other information (collectively, the “records”) pertaining to the costs of and completion of services performed under this Contract. During the term of this Contract and for a period of three (3) years after termination or completion of this Contract, City shall have the right to inspect and/or audit Contractor's records pertaining to the performance of this Contract at Contractor's office. Contractor shall make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days’ notice from City, and copies thereof shall be furnished if requested.

ARTICLE 15

Compliance with Laws

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws pertaining to the subject matter hereof or in any way regulating the activities undertaken by Contractor or any subcontractor hereunder.

b. Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Contract comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Contract who is ineligible to work in the United States or under the terms of this Contract; and

(3) Has properly maintained, and shall at all times during the term of this Contract properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor’s employees; and

(4) Has responded, and shall at all times during the term of this Contract respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

c. Contractor shall require all subcontractors and/or subconsultants to make the same representations and warranties required by this Article 15 when hired to perform services under this Contract.

d. Contractor shall, upon request of City, provide a list of all employees working under this Contract and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Contract without written notice to City, accompanied by the verification required herein for such employees. Contractor shall require all subcontractors and/or sub-consultants to make the same verification when hired to perform services under this Contract.

e. If Contractor, or a subcontractor or subconsultant, knowingly employs an employee providing Work under this Contract who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, such shall constitute a material breach of this Contract and may be cause for immediate termination of this Contract by City.

f. Contractor shall indemnify and hold City, its officials and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures, City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.

ARTICLE 16

Governing Law and Venue

This Contract shall be construed in accordance with and governed by the laws of the State of California and Contractor shall submit to the jurisdiction of California courts. Venue for any dispute arising under this Contract shall be in Orange County, California.

ARTICLE 17

Integration and Amendment

a. This Contract constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the Work to be performed under this Contract shall be of any force or effect unless it is in writing and signed by both parties. Any Work performed which is inconsistent with or in violation of the provisions of this Contract shall not be compensated.

b. The City Manager is authorized to execute amendments to this Contract up to the amounts specified in Chapter 3.08 of the Orange Municipal Code.

ARTICLE 18

Notice

Except as otherwise provided herein, all notices required under this Contract shall be in writing and delivered personally, by e-mail, or by first class mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

Onyx Paving Company, Inc.
2890 E. La Cresta Ave.
Anaheim, CA 92806
Attn.: Corey R. Kirschner

Telephone: 714-632-6699
E-Mail: bids@onyxpaving.net

“CITY”

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591
Attn.: Nathan Bluhm

Telephone: 714-532-6491
E-Mail: nbluhm@cityoforange.org

**ARTICLE 19
Claim Resolution**

City and Contractor agree that the claim resolution process applicable to any claim by Contractor in connection with the Work provided herein shall be subject to the procedures set forth in California Public Contract Code Section 9204, attached hereto as Attachment No. 2, and incorporated herein by this reference.

**ARTICLE 20
Counterparts**

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted via facsimile and electronic mail shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

“CITY”

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater
Mayor of the City of Orange

CONTRACT, BONDS AND INSURANCE
APPROVED BY:

ATTEST:

Nathalie Adourian
Senior Assistant City Attorney

Pamela Coleman, City Clerk

“CONTRACTOR”

ONYX PAVING COMPANY, INC., a California
corporation

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

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ATTACHMENT NO. 1

CALIFORNIA LABOR CODE

SECTIONS 1725.5, 1771, 1771.1, 1771.4, 1775, 1776, 1777.5, 1813 and 1815

Section 1725.5. Registration of contractors; mandatory registration; qualifications and application; fees; exempt contractors

A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1)(A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

- (i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.
- (ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).
- (b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.
- (c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.
- (d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:
- (1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.
- (2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.
- (3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).
- (e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.
- (f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.

Section 1771. Payment of general prevailing rate

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

Section 1771.1. Registration as a contractor or subcontractor required prior to bid submission; exceptions; violations; penalties

(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100)

for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at one of the following:

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.

(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.

Section 1771.4. Additional requirements when bidding and awarding public works contracts

(a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(B) In a format prescribed by the Labor Commissioner.

(4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.

(5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016.

Section 1775. Penalties for violations

(a)(1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2)(A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B)(i) The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor

or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of this section and Sections 1771, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

Section 1776. Payroll records; retention; inspection; redacted information; agencies entitled to receive nonredacted copies of certified records; noncompliance penalties; rules

(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f)(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

Section 1777.5. Employment of registered apprentices; wages; standards; number; apprenticeable craft or trade; exemptions; contributions; compliance program

(a)(1) This chapter does not prevent the employment upon public works of properly registered apprentices who are active participants in an approved apprenticeship program.

(2) For purposes of this chapter, “apprenticeship program” means a program under the jurisdiction of the California Apprenticeship Council established pursuant to Section 3070.

(b)(1) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(2) Unless otherwise provided by a collective bargaining agreement, when a contractor requests the dispatch of an apprentice pursuant to this section to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other preemployment process as a condition of employment, the apprentice shall be paid for the time spent on the required preemployment activity, including travel time to and from the required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered. Unless otherwise provided by a collective bargaining agreement, a contractor is not required to compensate an apprentice for the time spent on preemployment activities if the apprentice is required to take a preemployment drug or alcohol test and he or she fails to pass that test.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written

apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) If the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Before commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body, if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program supplying apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates if the contractor agrees to be bound by those standards. However, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. When an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Administrator

of Apprenticeship, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section who has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or who has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Administrator of Apprenticeship may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) If an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m)(1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2)(A) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The grant funds shall be distributed as follows:

(i) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(ii) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and county for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices from that county registered in each program.

(iii) All training contributions not distributed under clauses (i) and (ii) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship and preapprenticeship standards and requirements under this code.

(B) An apprenticeship program shall only be eligible to receive grant funds pursuant to this subdivision if the apprenticeship program agrees, prior to the receipt of any grant funds, to keep adequate records that document the expenditure of grant funds and to make all records available to the Department of Industrial Relations so that the Department of Industrial Relations is able to verify that grant funds were used solely for training apprentices. For purposes of this subparagraph, adequate records include, but are not limited to, invoices, receipts, and canceled checks that account for the expenditure of grant funds. This subparagraph shall not be deemed to require an apprenticeship program to provide the Department of Industrial Relations with more documentation than is necessary to verify the appropriate expenditure of grant funds made pursuant to this subdivision.

(C) The Department of Industrial Relations shall verify that grants made pursuant to this subdivision are used solely to fund training apprentices. If an apprenticeship program is unable to demonstrate how grant funds are expended or if an apprenticeship program is found to be using grant funds for purposes other than training apprentices, then the apprenticeship program shall not be eligible to receive any future grant pursuant to this subdivision and the Department of Industrial Relations may initiate the process to rescind the registration of the apprenticeship program.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

(p) An awarding body that implements an approved labor compliance program in accordance with subdivision (b) of Section 1771.5 may, with the approval of the director, assist in the enforcement of this section under the terms and conditions prescribed by the director.

Section 1813. Forfeiture for violations; contract stipulation; report of violations

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty- five dollars (\$25) for each worker employed in the execution of

the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

Section 1815. Overtime

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

ATTACHMENT NO. 2

CALIFORNIA PUBLIC CONTRACT CODE SECTION 9204

Section 9204. Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process (Eff: January 1, 2017)

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.

Exhibit A



CITY OF ORANGE

COMMUNITY SERVICES DEPARTMENT www.cityoforange.org PHONE: (714) 744-7274 FAX: (714) 744-7251

PARKING LOT PAVEMENT REHABILITATION AND RESURFACING OF BIKE TRAILS AND WALKING PATHS

REQUEST FOR BID (RFB) NO. 23-24.07
BIDS DUE: September 7, 2023
TIME: 2:00 P.M.

PROJECT: Parking Lot Pavement Rehabilitation and Resurfacing of Bike Trails and Walking Paths
LOCATION: Various Locations
CONTACT: Nathan Bluhm Sr. Project/Landscape Coordinator
OFFICE PHONE: 714-532-6491
E-MAIL: nbluhm@cityoforange.org

PROJECT DESCRIPTION: The City of Orange, CA, a Municipal Corporation, is inviting qualified paving contractors to provide bids in accordance with plans, specifications and technical information within this RFB for maintenance and rehabilitation (M&R) of concrete and asphalt paving at City of Orange trails and park parking lots, at various locations.

TIMELINE (APPROXIMATE):

- | | |
|--|------------------------------|
| 1. Mandatory Pre-Bid Zoom meeting: | August 28, 2023 at 1:30 PM |
| 2. Deadline for questions regarding RFB: | August 30, 2023 by 12:00PM |
| 3. Bids due: | September 7, 2023 by 2:00 PM |
| 4. Presentation to City Council: | November 14, 2023 |
| 5. Notice to Proceed: | TBD |

BID SUBMISSIONS:

Provide response to the above REQUEST FOR BIDS on attached Bid Sheet and return all pages of the Request for Bids (including the scope and specification sections) references, and bid bond.

Bids must be received before or on **September 7, 2023 by 2:00 P.M.** via Electronic Bid Submission, or at the City of Orange City Clerk's Office located at **300 E. Chapman Ave., Orange, CA 92866.**

OPTION 1:

Electronic Bids may be submitted through the following link at [Electronic Bid Submissions](#) and must include all required attachments listed in the Request for Bid document.

OPTION 2:

Responses may be sent via U.S. Mail or delivered personally to the office of the City Clerk at the address listed above. **Please provide three copies of bid packets.**

Bid packets must be labelled appropriately:**RFB 23-24.07- PARKING LOT PAVEMENT REHABILITATION AND RESURFACING OF BIKE TRAILS AND WALKING PATHS**

Attn: City of Orange, City Clerk's Office

The City reserves the right to reject any and all Bids and any item on items therein, and to waive any non-conformity of Bids with this Request for Bids, whether of a technical or substantive nature, as the interest of the City may require.

LEGAL NOTICE

Sealed bids are invited for **Bid No. 23-24.07; Parking Lot Pavement Rehabilitation and Resurfacing of Bike Trails and Walking Paths.**

Interested bidders should subscribe to receive bid updates and notifications via the City's website at: <https://public.govdelivery.com/accounts/CACITYORANGE/subscriber/new> as well as emailing CommServBids@cityoforange.org to be added to the contact list for this specific bid list in order to receive emailed updates of any revised/additional information and addenda. It is the responsibility of the interested bidder to request being added to the bid list and to check the website frequently to look for any additional updates.

All bids will be presented to the City Council on November 14, 2023.

The City reserves the right to reject at any time any or all bids, or parts thereof, and to waive any variances, technicalities and informalities which do not impair the quality, or performance of the project.

The bidder selected by the City must be properly licensed at the time of submitting its bid as a **General Engineering Contractor (Class A)**. The City will reject the bid as non-responsive if the bidder does not hold the requisite contractor's license at the time of submitting its bid. In addition, each subcontractor listed by the bidder shall possess, at the time of the award and at all times when work is performed, a valid contractor's license for the appropriate classification necessary to perform the work for which that subcontractor is listed. Failure of the bidder to deliver evidence to the City prior to the award of contract for this project that each and every subcontractor listed by the bidder is properly licensed shall constitute a failure to execute the contract and may subject the bidder to all legal penalties imposed by law, including, but not limited to, forfeiture of the security of the bidder.

A payment bond is required for projects over \$25,000. In lieu of retention, the Contractor may deposit qualifying securities under an escrow agreement, as provided in Public Contract Code Section 22300.

The Contractor and subcontractor shall be registered with Department of Industrial Relations (DIR), per Labor Code Section 1725.5 at the time of bid. This project is subject to compliance monitoring and job-site posting requirements. The project is a public work subject to prevailing wage requirements, which can be found at <http://www.dir.ca.gov/dirdatabases.html>

Community Services Department
CITY OF ORANGE
230 East Chapman Avenue
Orange, California 92866
(714) 744-7274

GENERAL PROVISIONS:

1. A mandatory pre-bid meeting has been scheduled for **Monday, August 28, 2023, at 1:30 P.M via Zoom. [Click here](#)** to join the zoom meeting during the scheduled time and date. Meeting ID: 861 4541 7423. Passcode: 868360.
2. NOTE: All work shall be performed in adherence to the provisions of this RFB, the City of Orange Public Works Standard Plans and Specifications (available on the City of Orange website at www.cityoforange.org under Public Works Department webpage), and the current edition of the "Green Book" for 'Standard Specifications for Public Works Construction'.
3. Contractor shall, at all times, carry valid insurance, which meets all City of Orange insurance requirements as outlined in Attachment No. 1.
4. Contractor shall pay prevailing wages per the current Department of Industrial Relations wage rate (including all scheduled increases) and furnish Certified Payroll Reports for all workdays.
5. The contractor is responsible for carrying/acquiring all pertinent licenses/permits for accomplishing this work. Contractors bidding for work on this project must hold an active State of California Contractors License; minimum license requirement is to be Class 'A'.
6. All work shall conform to the specifications contained in the RFB and any subsequent agreements.
7. Contractor shall be required to provide a \$1,500.00 deposit for use of a City water meter on a City fire hydrant if required. Contractor shall be charged \$2.75/day for water meter rental and shall be responsible for all water charges associated with project. Consumption charges of \$2.59 per hundred cubic feet of water apply.
8. Working hours will be per City of Orange ordinance; 7:00 am till 4:00 p.m. Weekend work will only take place with permission from the City of Orange.
9. All vehicles used by the contractor are to be identified with door signs (approx. 20" x 16", magnetic sign okay) or equivalent with the company name and phone number. These need to be visible from both sides of said vehicle.
10. Uniforms: All of contractor's employees shall wear appropriate uniforms at all times while on duty. Uniforms must have the contractor's name.
11. Background/Security: All personnel engaged in performance of this work shall be employees of the contractor and as such shall be warranted to possess sufficient experience and security records to perform this work.

SCOPE OF WORK AND PROJECT SPECIFICATIONS

The work to be done in general consists of maintenance and rehabilitation of City park parking lots, bike trails and walking paths at various locations throughout the City of Orange (see Site Location Maps "Exhibit A"). Work items may include but not be limited to: traffic control, ADA ramps, Portland cement concrete (PCC) removal and replacement, asphalt concrete (AC) grinding, AC overlaying, slurry seal, unclassified excavation, AC dig-out repairs with deep lift pavement, adjustment of surface grade utility boxes, covers and vault lids, traffic detector loops, pavement striping, legends and raised pavement markers, including all labor, equipment and materials necessary for completion of the work.

Additions to the Standard Specifications

1. The protection of all existing improvements, including valve cans and meter boxes, and all work being done by the Contractor, shall be the responsibility of the Contractor until such time as the work is completed and accepted by the Owner. A pre-construction job walk will be required prior to any work being done at each site/location.
2. A schedule of work shall be submitted with response to this RFB and approved by the City of Orange prior to beginning the work. Hours of work are 7:00 AM to 4:00 PM. All work shall be phased with phasing to be approved by the City of Orange. Flaggers will be required when traffic is reduced to one lane to ensure safe access around the work area. All flagging and traffic control operations shall be included in the various bid items and no additional compensation will be provided.
3. Areas that are scheduled for removal and replacement (Dig-out Areas) will be removed by first saw cutting a straight vertical cut a minimum of two (2) inches in depth around the perimeter of the area and then the existing asphalt pavement and any underlying base shall be removed to the specified depth. (If a cold planer is used for the removal then saw-cutting will not be required). The subgrade will be compacted using a roller and/or a whacker or vibraplate to provide a firm and unyielding surface prior to the placement of the hot mix asphalt (HMA) base course, per Greenbook Section 301-1.3. The HMA will be placed in two lifts per Greenbook Section 203-6.4 Type B for the base course. The finish course of HMA shall be Greenbook Section 203-6.4 Type C1. All edges of the newly placed HMA shall be sealed with asphalt emulsion and a light coating of sand. The finished surface shall be at the same elevation as the adjacent asphalt.
4. Areas designated to be cold milled and overlaid shall be cold milled to the specified depth over the entire area. The area shall be cleaned of all loose materials and then tacked with asphalt emulsion at the rate 0.05 to 0.07 gallons per square yard. Asphalt emulsion shall be diluted no more than an 80/20 mix. Once the tack coat has broken a new layer of HMA shall be placed in one lift.
5. All cracks greater than 1/8" in width shall be cleaned of all vegetation and loose material to a depth equal to or greater than the width of the crack. CRAFCO Parking Lot Sealant No. 34200 (or equal) shall be used per the manufacturer's recommendations. The finished crack fill material shall be at the same elevation as the adjacent asphalt. Any crack filled areas that become depressed in excess of 1/4" will have additional crack fill material placed to fill the depressed areas. Crack filling shall take place after all asphalt repairs have been made.
6. Asphalt that is designated to be removed and replaced with Portland Cement Concrete (PCC) shall be excavated and compacted to a minimum of 95% compaction. Reinforcing steel will be required using No. 4 rebar placed at a maximum of 18" on center. Where new PCC joins existing PCC, the existing PCC will be drilled and doweled. PCC shall be per City Standard Plan No. 118 at specified thickness. Protection against unwanted initials and writing in the newly place PCC shall be the responsibility of the contractor. A light broom finish will be used.

7. Remove & Replace Cracked Concrete Cross Gutter/Swale – The existing PCC swale shall be removed and replaced with new Portland Cement Concrete (PCC) in the same configuration as the existing. After removal of the existing, the subgrade will be compacted to a minimum of 95% relative compaction. Reinforcing steel will be required using No. 4 rebar placed at a maximum of 18" on center. Wherever new PCC joins existing PCC, the existing PCC will be drilled and doweled. PCC shall be 520-C-2500 and be placed at a minimum of 5½" in thickness. Curing compound will be required. Transverse expansion joints shall be installed to minimize cracking. Longitudinal and transverse weakened plane joints shall also be constructed to minimize cracking. A light broom finish will be used. Protection against unwanted initials and writing in the newly place PCC shall be the responsibility of the contractor.
8. Seal Coat - The seal coat will be placed on the asphalt pavement after a minimum four week curing period of any newly placed asphalt. Seal Coat shall be one coat. 2% Latex and fine mesh sand at the rate of two (2) to three (3) pounds per gallon of seal coat material shall be uniformly added to the seal coat material. The seal coat will be placed per Greenbook Specification 302-8.
9. Alternate Second Coat of Seal – The alternate second coat of seal shall be placed without any added Latex or fine mesh sand. The first coat of seal shall be completely dry before the second application is placed.
10. Re-Stripe – All pavement striping and markers/lettering shall be replaced per existing pattern, including red fire lane, pathway markings and ADA markings. Paint shall be applied per the manufacturer's recommendations for single coat applications and per Greenbook Section 210, including reflective material per Section 210-1.6.5. Temporary striping shall be placed on any asphalt repair area where the existing has been removed. Permanent striping will take place after the seal coat is completed.
11. Contractor to submit a mix design, for all concrete and/or asphalt, for approval prior to work commencing.

SITE SPECIFIC WORK INCLUDED

Site 1: Serrano Park Parking Lot

Pavement M&R Treatment:

Patch existing asphalt to full depth with asphalt and aggregate base (AB), seal all cracks, place Type II Slurry Seal over the entire surface, and re-stripe all pavement markings.

ADA Compliance Work:

Install new detectable warning surface (DWS) at ADA ramp (see location maps: Site01 Ramp 1) per City Standard Plan No. 121. Re-stripe all ADA parking stalls and marked paths. Remove and replace two (2) driveways (see location maps: Site01 Ramp 2 and Ramp 3) per City Standard Plan No. 115.

Site 2: Fred Barrera Park Parking Lot

Pavement M&R Treatment:

Seal all cracks, place Type II Slurry Seal over the entire surface, and re-stripe all pavement markings.

ADA Compliance Work:

Remove and replace ADA ramp per City Standard Plan No. 121 (see location maps: Site02 Ramp 1) and level to the path of travel. Install new DWS at ramp, and re-stripe all ADA parking stalls and marked paths.

Site 3: McPherson Athletic Center Parking Lot

Pavement M&R Treatment:

Seal all cracks, place Type II Slurry Seal over the entire surface, and re-stripe all pavement markings.

ADA Compliance Work:

Install new DWS at 5 ADA ramps per City Standard Plan No. 121 (see location maps: Site03 Ramp 1, Ramp 2, Ramp 3, Ramp 4, and Ramp 5). Re-stripe all ADA parking stalls and marked paths. Remove and replace two (2) driveways (see location maps: Site03 Ramp 6 and Ramp 7) per City Standard Plan No. 115.

Site 4: Santiago Hills Park Parking Lot

Pavement M&R Treatment:

Full reconstruction of parking lot pavement to a thickness of 3 inches of AC and 6 inches of AB. Install a layer of geogrid between the subgrade and aggregate base layer to provide additional support.

ADA Compliance Work:

Remove and replace 3 ADA ramps per City Standard Plan No. 121 (see location maps: Site04 Ramp 3, Ramp 4, and Ramp 5).

Site 5: El Modena Bike Trail (E. Creekside Ave. to E. Patria Ct.)

Pavement M&R Treatment:

Patch all areas with slippage cracks to full depth. All remaining pavement shall be cold milled to a depth of 2 inches and a 2-inch AC overlay placed on the milled surface. Re-stripe to match original pattern. Adjust grade to direct runoff into existing culvert adjacent to trail (see location map for site05).

ADA Compliance Work:

Install new detectable warning surface (DWS) at 2 ADA ramps (see location maps: Site05 Ramp 1 and Ramp 2) per City Standard Plan No. 121. Grind existing gutter lip to smooth transition at Ramp 2. Remove and replace Ramp 3 per City Standard Plan No. 121. (see location maps: Site05).

Site 6: Santiago Creek Bike Trail (Hart Park to Cambridge St.)

Pavement M&R Treatment:

Crack seal all cracks greater than ¼ inch wide, patch all areas with slippage cracks to full depth, grind all lateral and transverse (L&T) cracks which have swelled ¼ inch or greater flush with the pavement surface to prevent tripping hazards, and place Type 1 Slurry Seal over entire surface. Re-stripe to match original pattern. (see location map and quantities table).

ADA Compliance Work:

Install new detectable warning surface (DWS) at ADA ramp (see location map: Site06 Ramp 1) per City Standard Plan No. 121.

Site 7A: Hart Park (Tennis Court Path)

Pavement M&R Treatment:

Remove existing asphalt walkway and replace with 4 inch PCC sidewalk per City of Orange Standard Plan No. 118 (see location map).

Site 7B1: Hart Park (Baseball Field Trail)

Pavement M&R Treatment:

Crack seal all cracks greater than ¼ inch wide and place Type 1 Slurry Seal over entire surface. Re-stripe to match original pattern (see location map).

Site 7B2: Hart Park (Baseball Field Asphalt Pad)

Pavement M&R Treatment:

Completely remove existing AC and AB and replace existing section with 3 inches of AC and 5 inches of AB. Grind smooth any tripping hazards greater than ¼ inch at asphalt pavement and concrete sidewalk transitions. Remove and replace failed cross gutter section near the main bleachers (see location map).

Site 8: Santiago Creek Bike Trail (All Parts)

Pavement M&R Treatment:

Crack seal all cracks greater than ¼ inch wide, patch all areas with slippage cracks to full depth, and grind all lateral & transverse cracks, which have swelled ¼ inch or greater, flush with the pavement surface to prevent tripping hazards. Re-stripe to match original pattern. (see location map).

ADA Compliance Work:

Install new detectable warning surface (DWS) at two (2) ADA ramps per City Standard Plan No. 121 (see location maps: Site08, Part 2 Ramp 2 & Part 4 Ramp 2). Remove and replace two (2) ADA ramps per City Standard Plan No. 121 (see location maps: Site08, Part 1, Ramp 1 & Part 2, Ramp 1). Grind trip hazard to smooth transition at Site 08, Part 2 Ramp 2, and Site 08, Part 4 Ramp 9.

SPECIAL INSTRUCTIONS:

1. Contractor to submit a 10% Bid Bond with bid package.
2. If awarded, this project requires a payment bond (for projects over \$25,000).
3. This project is subject to a 5% retention.
4. **The contractor is required to provide with the submittal of bid not less than three references indicating:**
 - A description of work including location/address and approximate cost of job.
 - A contact name, phone number and email address for City of Orange staff to contact and verify work experience.
 - Work references must demonstrate commensurate/equal type of experience and skill.
 - The contractor is required to provide the name, title, telephone number and email address of the individual to whom correspondence and communication should be directed during the duration of this work. Said individual is to have full knowledge of this work and the ability to consult/discuss with the City.
5. The City reserves the right to reject any contractor who they feel does not meet a qualifying work experience or satisfying references.
6. The City reserves the right to reject at any time any or all bids, or parts thereof, and to waive any variances, technicalities and informalities which do not impair the quality, or performance of the project.
7. All measurements and quantities listed in this RFB, are approximate.
8. The contractor is responsible for the repair of any existing site amenities, concrete, landscape, underground utilities, irrigation lines or sprinklers that are damaged during the implementation of this work. Any and all replacement work will be performed to the satisfaction of the City of Orange. Any damages to City or residential property resulting from the contractors work shall be repaired or replaced at the contractor's expense to the satisfaction of the City of Orange.
9. If/when street closures are required in completion of this work; the contractor must first gain permission from the City of Orange Traffic Division and will be responsible for preparation/submittal/approval of any required and/or related 'Traffic Control Plan'. The Contractor will also be responsible to follow guidelines for interior streets and/or general traffic control as specified within the 'California Watch Manual'.
10. The contractor is required to provide and post appropriate signage directing/re directing any and all pedestrian traffic in appropriate directions, per City of Orange.
11. All work as described within this RFB shall be completed by the final day of the approved schedule. Any work that is not completed, per the scheduled end date, will have Liquidated Damages assessed in the amount of \$500.00 per working day. A working day is understood to be Monday through Friday; not including weekends, holidays and rain delay days.

Location Maps:

See **Exhibit A** for site location maps and work limits for the following sites:

- Site 1 - Serrano
- Site 2 - Fred Barrera Park
- Site 3 - McPherson Athletic Facility
- Site 4 - Santiago Hills
- Site 5 - El Modena Trail
- Site 6 - Santiago Creek Bike Trail from Hart Park to Cambridge St.
- Site 7 – Hart Park
- Site 8 – Santiago Creek Bike Trail (Parts 1-4)

City Standard Plans:

See **Exhibit B** for applicable City of Orange Standard Plans.

RFB 23-24.07 Parking Lot Pavement
Rehabilitation and Resurfacing of Bike Trails and Walking Paths

BID SHEET

Date: _____

Bid Submitted by: _____

Company Name: _____

Address: _____

E-mail Address: _____

Contact Name: _____

Signature of Responsible Officer or Employee

Print Name

The stated bid amount below constitutes the total dollar amount to perform the work described in the above scope of services to include all that is required to provide the work product and/or install all materials required to complete the work to a professional workmanship standard, and to install and apply all materials per all manufacturer's specifications and recommendations.

Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. Contractor represents that it is experienced in performing the work and will follow professional standards in performance of the work. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices.

BID SCHEDULE**Parking Lot Pavement Rehabilitation and Resurfacing of Bike Trails and Walking Paths
(Bid No. 23-24.07)**

ITEM NO.	QUANTITY	UNIT PRICE TO BE WRITTEN IN WORDS	UNIT PRICE	TOTAL
Concrete				
1	<u>7 EA</u>	<u>Remove Existing Curb and Sidewalk Access Ramp, and Construct New Ramp Per City Standard Plan No. 121 (All Types) with Detectable Warning Surface (Truncated Dome 4' x 3')</u> _____ dollars and _____ cents	_____	_____
2	<u>11 EA</u>	<u>Install Detectable Warning Surface (Truncated Dome 4'x3') Per City Standard Plan No. 121 On Existing Curb Ramp</u> _____ dollars and _____ cents	_____	_____
3	<u>10 LF</u>	<u>Remove Existing and Construct New Concrete Cross Gutter Per City Standard Plan No. 119</u> _____ dollars and _____ cents	_____	_____
4	<u>2920 SF</u>	<u>Remove Existing Asphalt and Construct New Concrete Sidewalk Per City Standard Plan No. 118</u> _____ dollars and _____ cents	_____	_____
5	<u>1600 SF</u>	<u>Remove Existing and Construct New Concrete Driveway Per City Standard Plan No. 115</u> _____ dollars and _____ cents	_____	_____
Slurry				
6	<u>1839 SY</u>	<u>Type I Slurry Seal (Trails)</u> _____ dollars and _____ cents	_____	_____

ITEM NO.	QUANTITY	UNIT PRICE TO BE WRITTEN IN WORDS	UNIT PRICE	TOTAL
7	<u>825 LF</u>	Crack Sealing (Trails) _____ dollars and _____ cents	_____	_____
8	<u>9556 SY</u>	Type II Slurry Seal (Parking Lots) _____ dollars and _____ cents	_____	_____
9	<u>430 LF</u>	Crack Sealing (Parking Lots) _____ dollars and _____ cents	_____	_____
Striping				
10	<u>15500 LF</u>	Striping (Trails and Parking Lots) _____ dollars and _____ cents	_____	_____
Asphalt				
11	<u>3943 SY</u>	2" Cold Mill existing AC pavement _____ dollars and _____ cents	_____	_____
12	<u>445 TON</u>	2" Asphalt Overlay _____ dollars and _____ cents	_____	_____
13	<u>533 CY</u>	Unclassified Excavation – remove existing section of AC and AB at Site #7B2 Hart Park Baseball Field _____ dollars and _____ cents	_____	_____
14	<u>557 TON</u>	Place 5" Aggregate Base at Site #7B2 Hart Park Baseball Field _____ dollars and _____ cents	_____	_____
15	<u>357 TON</u>	Place 3" Asphalt Concrete at Site #7B2 Hart Park Baseball Filed _____ dollars and _____ cents	_____	_____

ITEM NO.	QUANTITY	UNIT PRICE TO BE WRITTEN IN WORDS	UNIT PRICE	TOTAL
16	<u>627 CY</u>	Full Reconstruct at Site #4 Santiago Hills Parking Lot – Unclassified Excavation _____ dollars and _____ cents	_____	_____
17	<u>585 TON</u>	Place 6" Aggregate Base at Site #4 Santiago Hills Parking Lot _____ dollars and _____ cents	_____	_____
18	<u>423 TON</u>	Place 3" Asphalt Concrete at Site #4 Santiago Hills Parking Lot _____ dollars and _____ cents	_____	_____
19	<u>210 LF</u>	Grind Tripping Hazards _____ dollars and _____ cents	_____	_____

TOTAL BID AMOUNT \$ _____

TOTAL BID AMOUNT WRITTEN IN WORDS:

LEGEND

EA = each LF = linear feet SF = square feet SY = square yards CY = cubic yards

Company Name (Bidder)

PROPOSAL

TO THE CITY COUNCIL OF THE CITY OF ORANGE:

In compliance with the notice inviting bids, plans, specifications and other contract documents for the construction of **Bid No. 23-24.07: Parking Lot Pavement Rehabilitation and Resurfacing of Bike Trails and Walking Paths** the undersigned has carefully examined: the location(s) of the proposed work, character, quality and quantity of work to be performed, conditions to be encountered, materials to be furnished and as to the requirements of the plans, specifications and other contract documents; agrees that submission of a bid shall be considered prima facie evidence that the bidder has made such examination; and proposes to furnish all labor, materials, tools, and equipment necessary to complete the work in accordance with said plans, specifications and other contract documents at the following unit or lump sum prices set forth in the schedule.

If awarded the contract, the undersigned agrees to commence the work under the contract within fifteen (15) days after the date of contract, and complete said work within **fifty five (55) working days** from the first day of commencement of such work unless legal extension is granted in accordance with the terms set forth in the specifications. If undersigned is awarded more than one zone, the work must be completed consecutively.

The undersigned agrees that the foregoing estimate of quantities of work to be done and materials to be furnished are approximate only, being given as basis for the comparison of bids.

The undersigned agrees that the City will not be held responsible if any of the approximate quantities shown in the foregoing bid shall be found incorrect, and shall not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission or mis-statement shall be discovered in the estimated quantities, it shall not invalidate this contract or release the undersigned from the execution and completion of the whole or part of the work herein specified, in accordance with the specifications and the plans herein mentioned and the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation otherwise than as provided for in this contract.

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

Accompanying this bid is _____ (\$_____)

NOTICE: Insert the words "Cash", "Certified Check", or "Bidder's Bond", as the case may be, in an amount equal to at least 10 percent of the total bid price, payable to the City of Orange to guarantee that the bidder will, if awarded the contract, promptly execute such contract in accordance with the bid and in the manner and form required by the contract documents, and will furnish good and sufficient bonds for the faithful performance of the same.

The undersigned deposits the above named security as a bid guaranty and agrees that it shall be forfeited to the City of Orange as liquidated damages in case this bid is withdrawn by the undersigned and the undersigned shall fail to execute a contract for doing said work and to furnish good and sufficient bonds in the form set forth in the specifications and contract documents of the City, with surety satisfactory to the City within 15 days after the bidder has received written notice of the award of the contract; otherwise, said security shall be returned to the undersigned.

Bidder hereby declares in writing, under penalty of perjury that all employees who will be performing labor, maintenance, delivery, installation or repair, will be those who are legally entitled to live and work in the United States. Further, the bidder as employer agrees to provide documentary proof of such eligibility (when requested by the City of any other authorized entity or agency). Bids are to be submitted for the entire work. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item. In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

(a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total 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;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the City of Orange Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the City of Orange, and that discretion will be exercised in the manner deemed by the City of Orange, to best protect the public interest in the prompt and economical completion of the work. The decision of the City of Orange respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

LIST OF SUBCONTRACTS

- A. The undersigned intends to subcontract a portion of this project to the following subcontracts (Note: Refer to Section 2.3 of the Standard Specifications and Section 4100 through 4113 of the California Contract Code for SUBCONTRACT DISCLOSURE REQUIREMENTS).

NAME OF SUBCONTRACTOR AND ADDRESS	LICENSE NO.	BID ITEM NUMBER(s)	PERCENT OF BID ITEM SUBBED	CHECK IF SPECIALTY	DESCRIBE WORK WHEN LESS THAN 100% OF WORK IS SUBBED	\$ AMOUNT BASED ON BID AMOUNT
						\$

- B. ☐ The undersigned DOES NOT INTEND to subcontract any portion of this project.

NOTE: The bidder shall check Box A or B as applicable. If the bidder does not check either box, it will be deemed that he has checked Box B.

Signature of the Bidder

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ____ , has not ____ been convicted

within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

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

Public Contract Code Section 10162 Questionnaire

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

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

Yes _____ No _____

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

Public Contract Code 10232 Statement

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

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Non-collusion Affidavit

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

To the CITY OF ORANGE – DEPARTMENT OF COMMUNITY SERVICES

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

Note: The above Non-collusion Affidavit is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Non- collusion Affidavit.

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

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

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

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

The undersigned bidder hereby represents as follows:

That no Councilman, officer, agent, or employee of the City of Orange, is personally interested, directly or indirectly, in the Contract, or the compensation to be paid hereunder:

That this bid is made without connection with any person, firm or corporation making a bid for the same work, and is in all respects fair, and without collusion or fraud.

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

Date: _____

Sign

Here

Signature and Title of Bidder

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

NAME OF BIDDER _____

BUSINESS P.O. BOX _____

CITY, STATE, ZIP _____

BUSINESS STREET ADDRESS _____

(Please include even if P.O. Box is used)

CITY, STATE, ZIP _____

PLACE OF BUSINESS (Include City & State) _____

PLACE OF RESIDENCE (Include City & State) _____

Telephone No. () _____ Fax No.() _____

Licensed in accordance with an Act providing for the registration of Contractors.

LICENSE NUMBER _____

LICENSE CLASS _____

**CALIFORNIA PUBLIC WORKS
PROPOSAL OR BID BOND**

TO WHOM IT MAY CONCERN:

WE, _____ (CONTRACTOR) as Principal, and
_____ (SURETY), a Corporation organized and existing under the laws of the
State of _____ and authorized to transact business in the State of California, as Surety, are held
and firmly bound unto the **CITY OF ORANGE**, hereinafter called the Obligee, for the penal sum of **Ten**
Percent (10%) of the Amount of the Bid as described herein and we each of us bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, by this Proposal/Bid Bond.

WHEREAS, the Principal is herewith submitting a proposal (bid) for

Bid No. 23-24.07 Parking Lot Pavement Rehabilitation and Resurfacing of Bike Trails and Walking Paths

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the Principal shall be awarded the
contract, and the Principal does within the period specified therefor, or, if no period be specified, within ten
(10) days after the notice of such award, enter into a contract and give bond or bonds as specified in the bidding
or contract documents with good and sufficient surety of adequate financial size category rating acceptable to
the Obligee for the faithful performance of the contract and for the prompt payment of labor and material
furnished in the prosecution thereof, then this obligation shall be null and void. Otherwise the Principal and
the Surety will pay to the Obligee the difference in money between the amount of the bid of the Principal and
the amount for which the Obligee may legally contract with another party to perform the work if the latter
amount be in excess of the former. In no event shall the liability hereunder exceed the penal sum hereof.

SIGNED AND SEALED this _____ day of _____, 20_____.

CONTRACTOR

BY: _____

SECRETARY/TREASURER

BY: _____

PRESIDENT/VICE PRESIDENT

NAME OF SURETY

BY: _____

ATTORNEY-IN-FACT

NOTARY ACKNOWLEDGEMENTS ATTACHED

Attachment 1

Insurance Requirements

[Behind this page.]

Attachment 1:

Parking Lot Pavement Rehabilitation and Resurfacing of Bike Trails and Walking Paths

Liability Insurance:

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Contractor shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: As required by the State of California.
4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials and employees; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Each policy of general liability and automotive liability insurance shall contain, or be endorsed to contain, the following provisions.

1. **The City, its officers, officials, agents and employees are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured Endorsement (Insurance Services Office, Inc. Form CG 20 10**

11 85 or such other form as may be acceptable to the City) to the Contractor's insurance policy, or as a separate owner's policy.

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials and employees. Any insurance or self-insurance maintained by the City, its officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice has been provided to the City

The Contractor shall furnish the City with original certificates of insurance and endorsements effecting coverage required by this clause. The endorsements should be on forms acceptable to City. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

All insurance procured and maintained by the Contractor shall be issued by insurers admitted to conduct the pertinent line of insurance business in the State of California and having a rating of Grade A or better and Class VII or better by the latest edition of Best's Key Rating Guide.

Contractor shall immediately notify the City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by the City. In such a case, the City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

Contractor hereby agrees to waive subrogation, which any insurer of the Contractor may acquire from the Contractor by virtue of the payment of any loss. The Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

The Contractor shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein.

Site #1 - Serrano Park

Exhibit A

Legend

- Serrano Park Site1
- Site01 Ramp



Site #2 - Fred Barrera Park

Legend

- Fred Barrera Park Site #2
- Site02 Ramp 1



Site #3 - McPherson Athletic Center

Legend

- McPherson Athletic Center Site #3
- Site03 Ramp



Site #4 - Santiago Hills Park

E White Oak Ridge

Legend

Core 10

Core 8

Santiago Hills Park Site #4

Site04 Ramp



Google Earth

Site #5 - El Modena Bike Trail (1 of 2)

Legend

- El Modena Bike Trail Site #5
- Site05 Ramp 1



Site #5 - El Modena Bike Trail (2 of 2)

Legend



- Core 7
- El Modena Bike Trail
- El Modena Drainage Issue
- Site05 Ramp
- Slippage Cracks

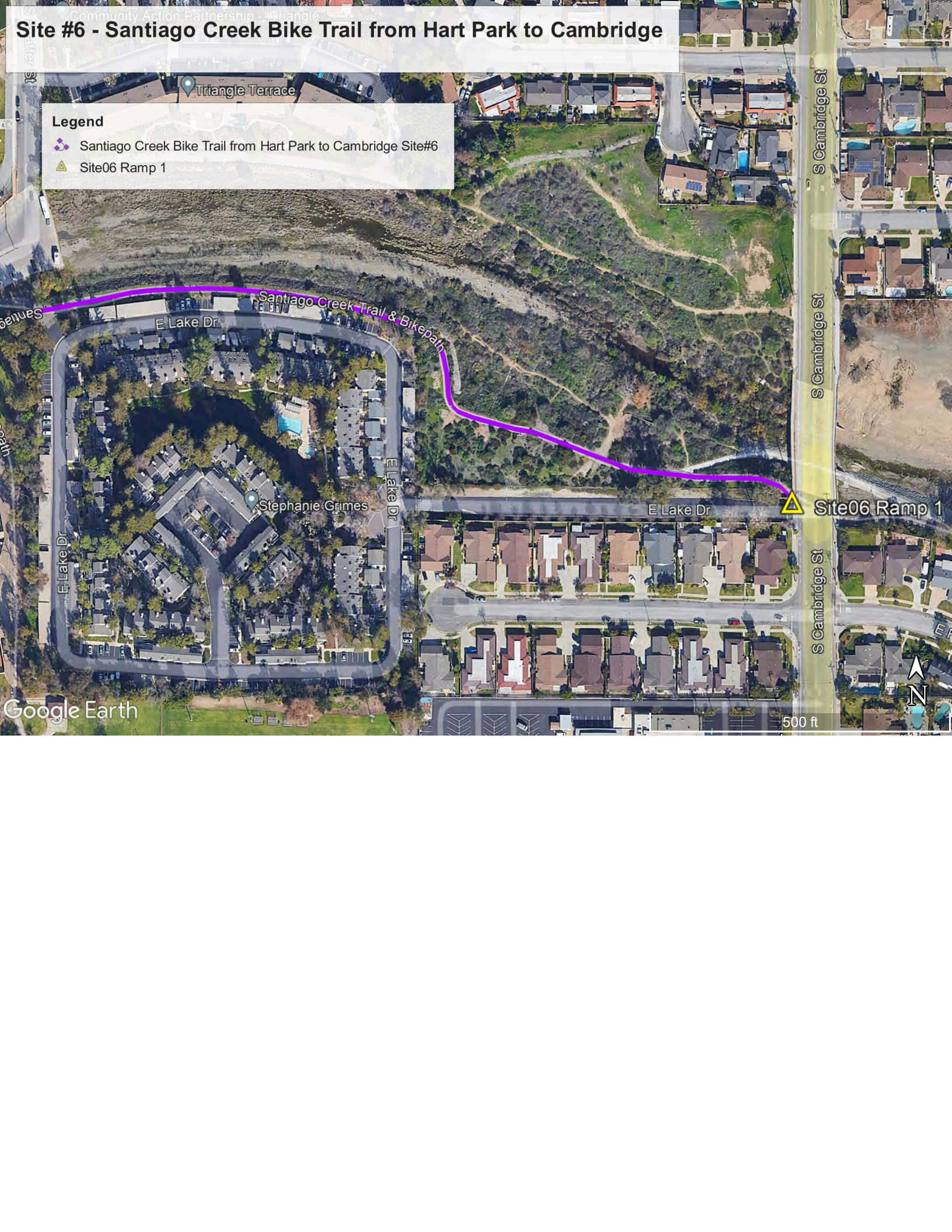


Site #6 - Santiago Creek Bike Trail from Hart Park to Cambridge

Triangle Terrace

Legend

-  Santiago Creek Bike Trail from Hart Park to Cambridge Site#6
-  Site06 Ramp 1



Google Earth

500 ft



Site #7 - Hart Park

Legend

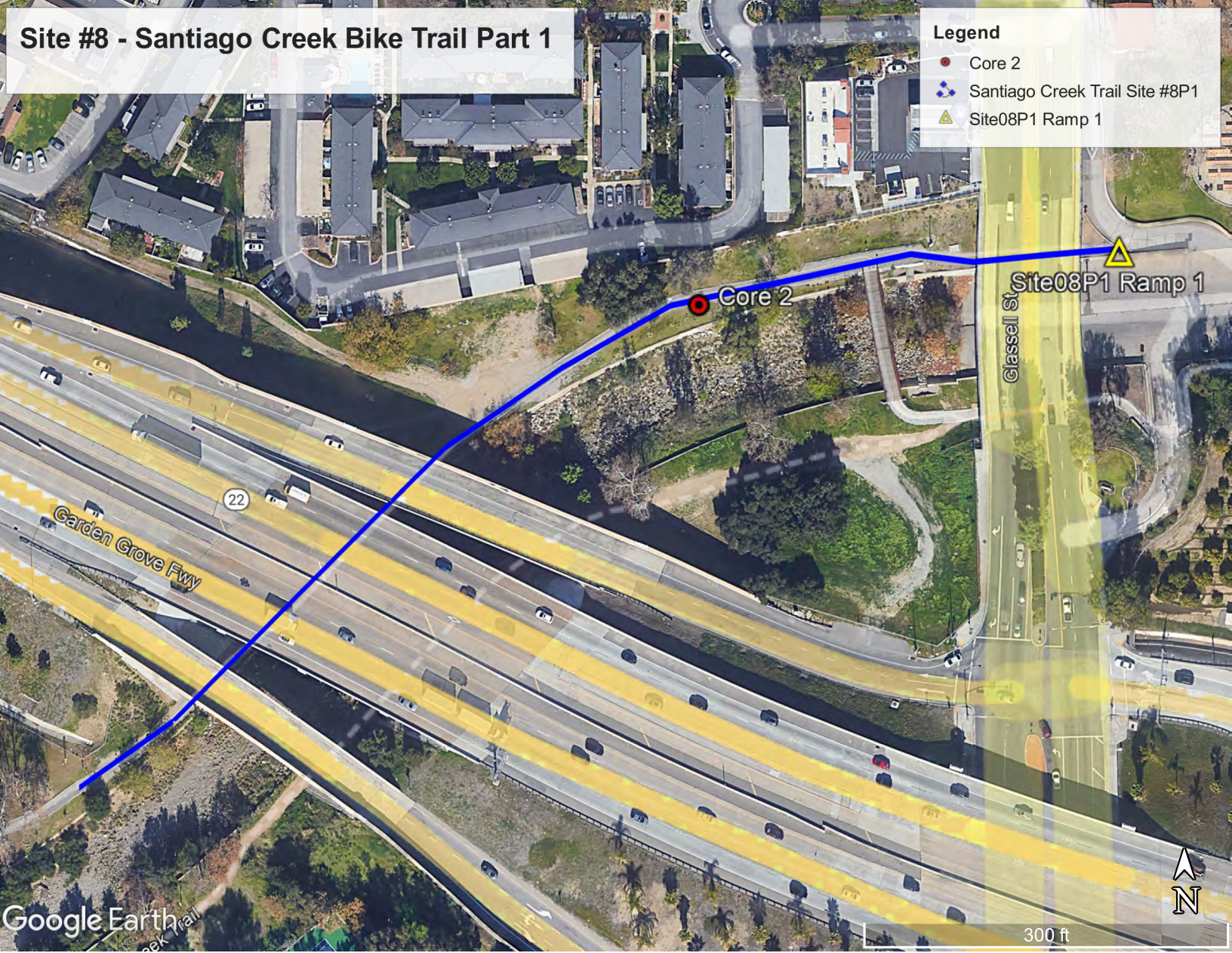
- Core 1
- Core 9
- Hart Park Tennis Court Walkway Site#7A
- Hart Park Baseball Field Asphalt Pad #7B2
- Hart Park Baseball Field Trail Portion Site #7B1



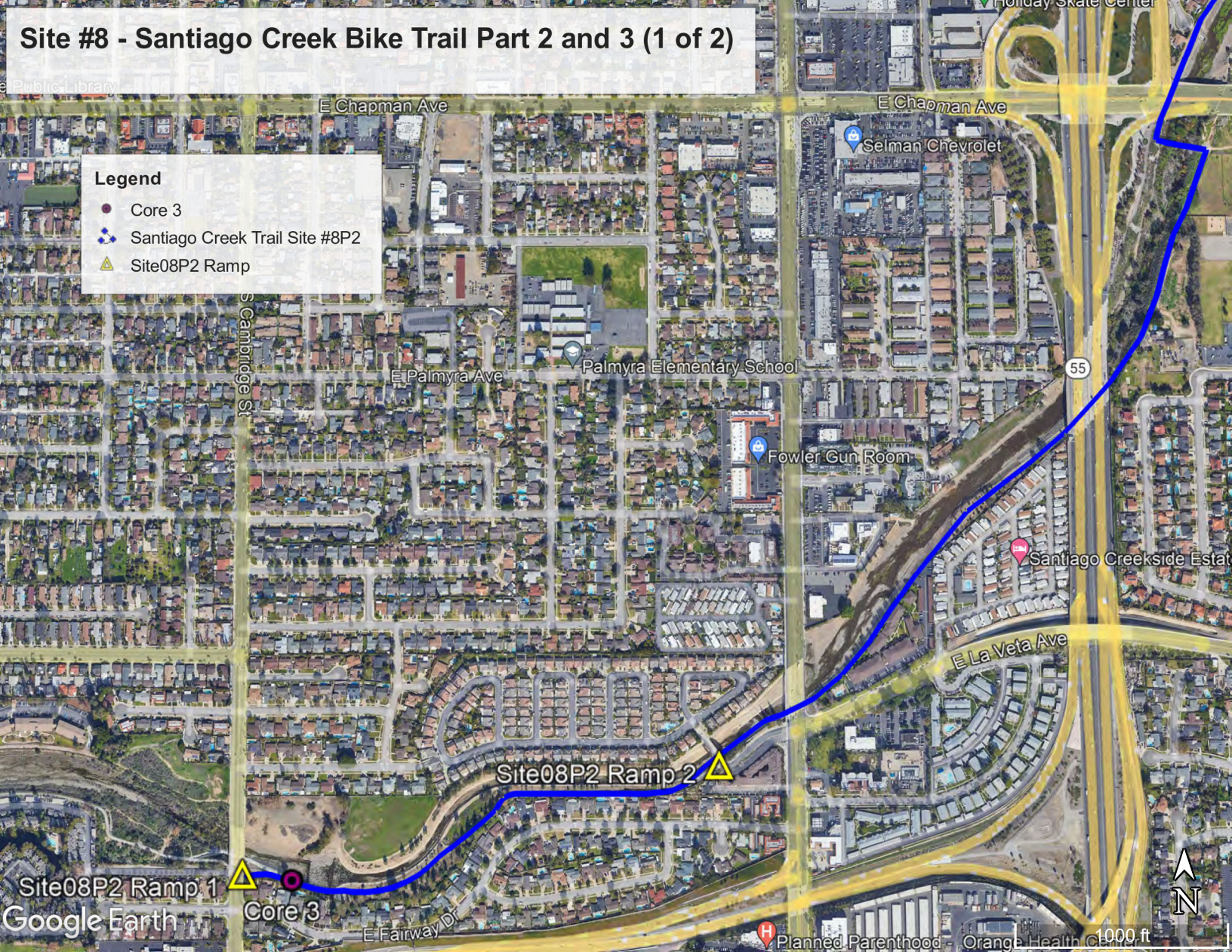
Site #8 - Santiago Creek Bike Trail Part 1

Legend

- Core 2
- Santiago Creek Trail Site #8P1
- Site08P1 Ramp 1



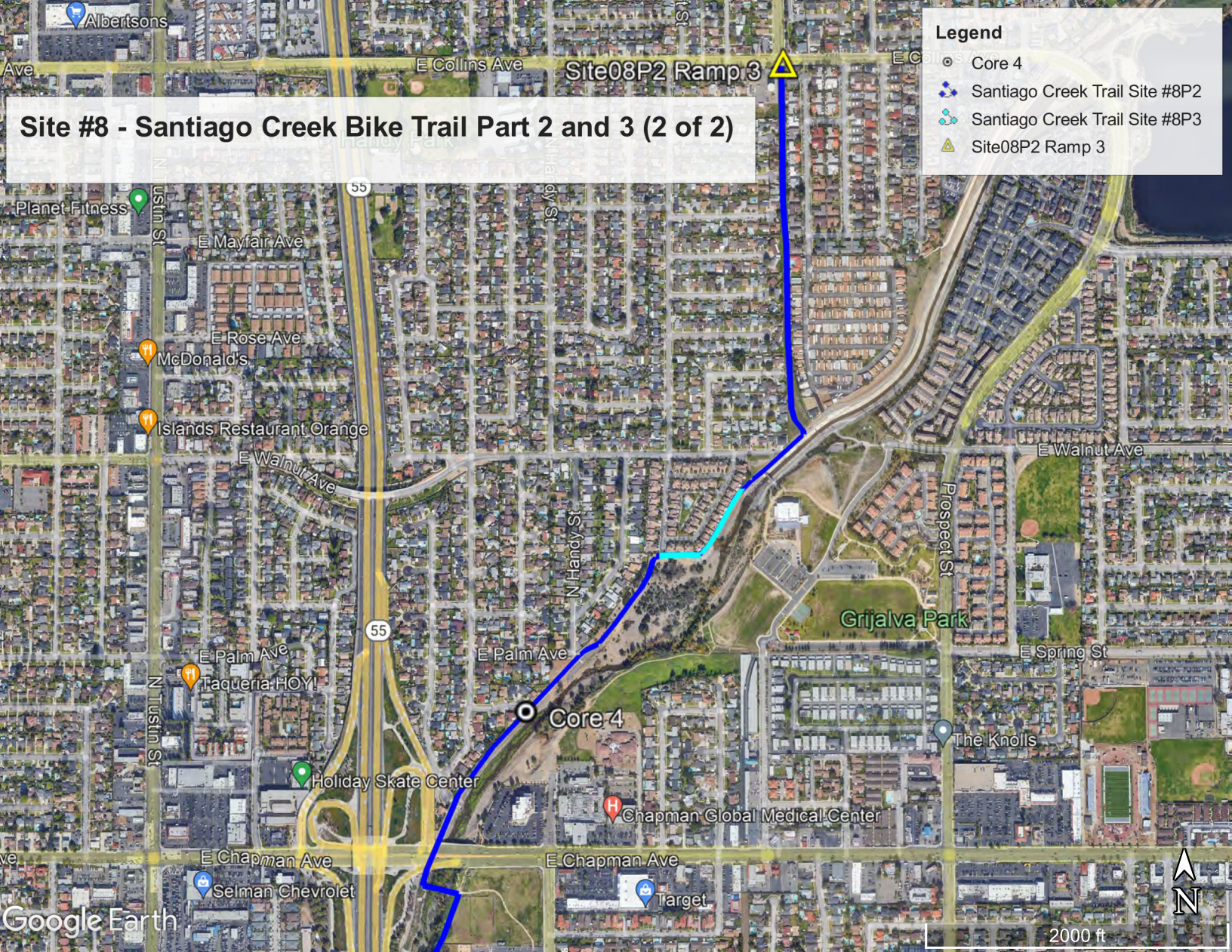
Site #8 - Santiago Creek Bike Trail Part 2 and 3 (1 of 2)



Site #8 - Santiago Creek Bike Trail Part 2 and 3 (2 of 2)

Legend

- Core 4
- Santiago Creek Trail Site #8P2
- Santiago Creek Trail Site #8P3
- Site08P2 Ramp 3



Site #8 - Santiago Creek Bike Trail Part 4 (1 of 4)

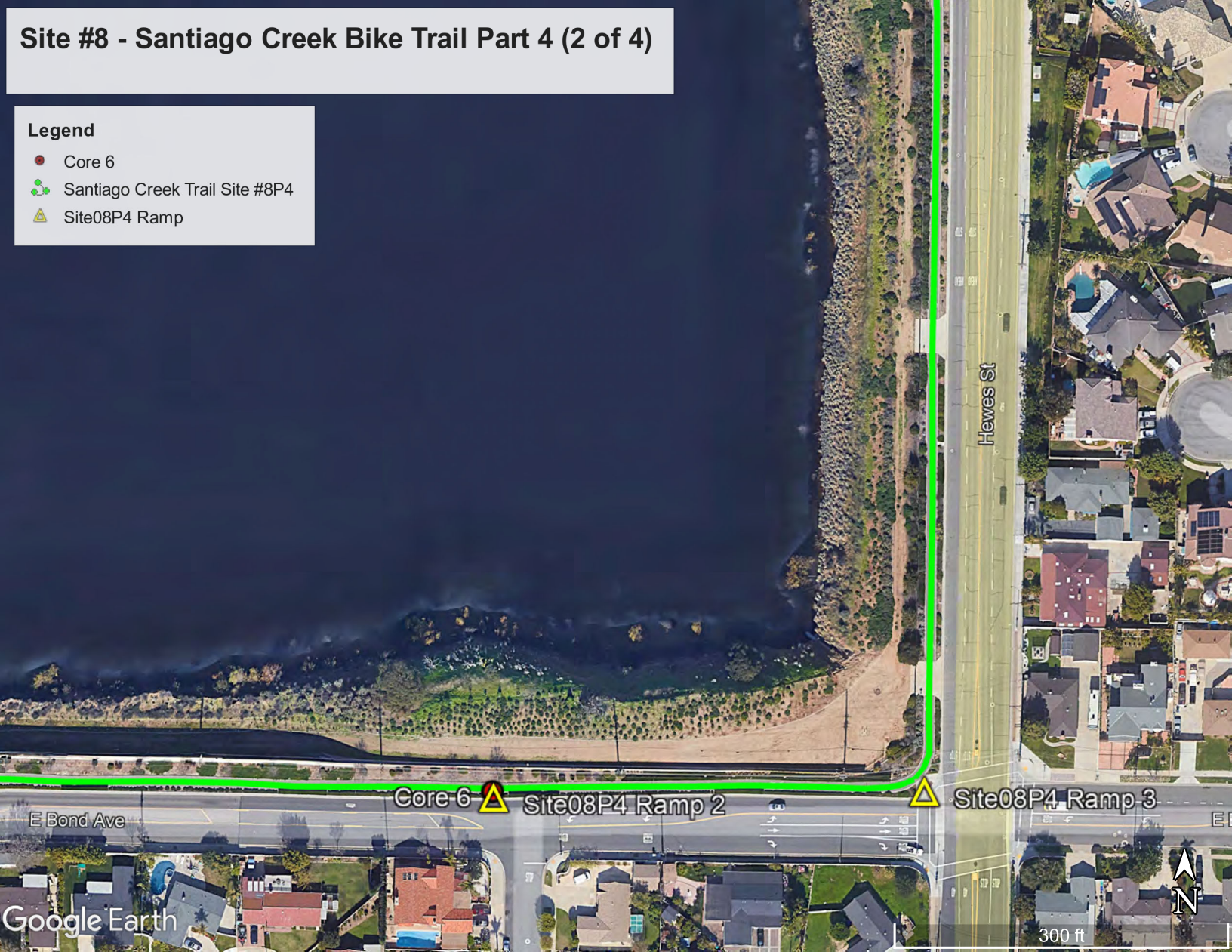
Legend

- Core 5
- Santiago Creek Trail Site #8P4
- Site08P4 Ramp



Site #8 - Santiago Creek Bike Trail Part 4 (2 of 4)

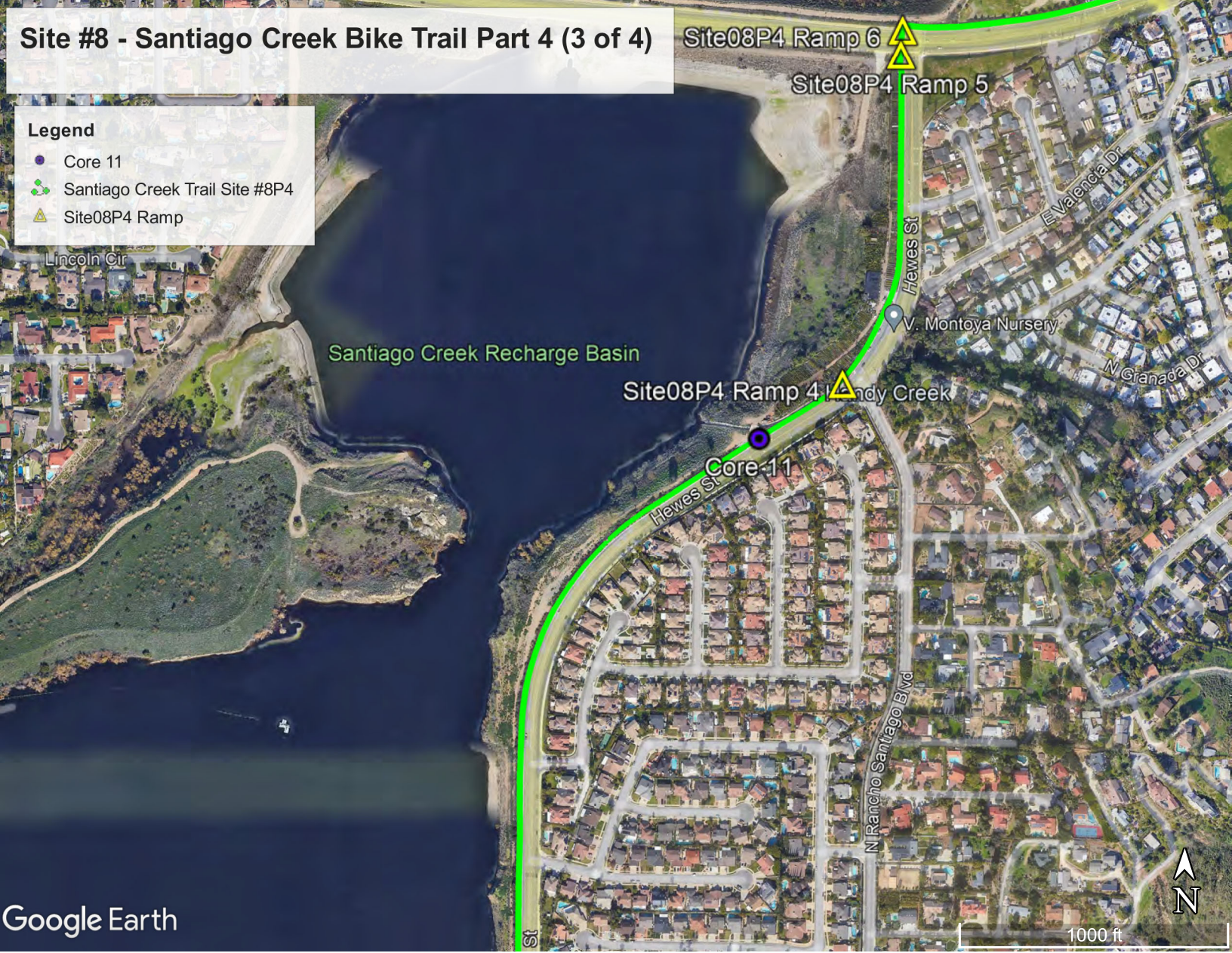
- Legend**
- Core 6
 - Santiago Creek Trail Site #8P4
 - Site08P4 Ramp



Site #8 - Santiago Creek Bike Trail Part 4 (3 of 4)

Legend

- Core 11
- Santiago Creek Trail Site #8P4
- Site08P4 Ramp



Site #8 - Santiago Creek Bike Trail Part 4 (4 of 4)

Legend



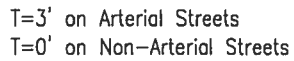
-  Santiago Creek Trail Site #8P4
-  Site08P4 Ramp



Exhibit B



SHEET 1 OF 2

NOTES:

1. Curb & Gutter, if existing, shall be removed for full width of driveway subject to section 300-1.3.2(c) of the Standard Specifications.
2. Existing residential sidewalk may be retained if satisfactory in both condition and location as determined by the City Engineer, otherwise, sidewalk shall be removed full width of driveway.
3. "W" shall be approved by the City Engineer.
4. A weakened-plane joint, perpendicular to the curb line, shall be constructed at the mid-point of aprons and curb & gutter when $14' < W < 24'$. Two (2) weakened-plane joints, evenly spaced, shall be constructed when $25' < W < 35'$.
5. For parkway widths of 10' or less, depress front edge of sidewalk 2".
6. Minimum 22' of full-height curb shall be maintained between two driveways serving the same property.
7. Minimum 2' of full-height curb shall be maintained between top of "X" and PL produced.
8. No section of driveway shall be less than 6' in width.
9. Concrete shall be class 520-C-2500.
10. Retaining curbs and easement acquisition/grant may be necessary for narrow sidewalks or curb heights in excess of 8".
11. Case A normally applies. Case B applies when ramp slopes would exceed 10% in Case A, and or, when sidewalk cross slope would exceed 2% in Case A.
12. Minimum width of clear passage shall be 4'. Where right of way restrictions, natural barriers, or other existing conditions create an unreasonable hardship, clear width may be reduced to 3'.
13. Depressed "V" driveway apron may be allowed subject to review and approval of the City Engineer.
14. For construction within the Old Towne Area, the concrete color and finish shall be regular concrete mix with an application of water-based top-surface retarder that is washed away using pressured water for a sand blast finish effect. The retarder shall be Grade 05 - Powder Blue Violet (color coded) per Grace Construction Products (www.graceconstruction.com (877) 423-6491) or approved equal.
15. When replacing the curb on a curb-only street during a street rehabilitation project with new curb and gutter, driveway lips of 0.75" to 1.5" may be allowed to preserve existing driveway aprons.

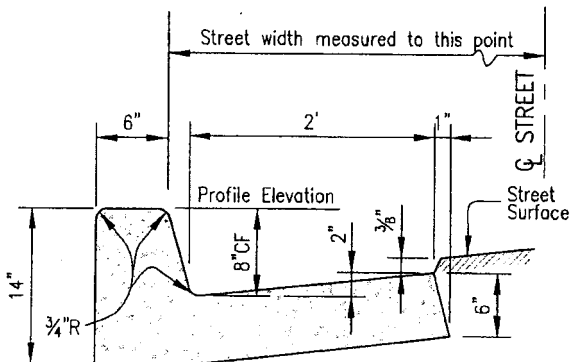


10/18/16
DATE APPROVED
Frank Sun
PUBLIC WORKS DIRECTOR
Frank Sun
CITY ENGINEER

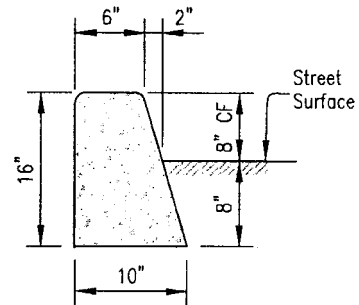
CITY OF ORANGE PUBLIC WORKS DEPARTMENT

COMMERCIAL DRIVEWAY APRON

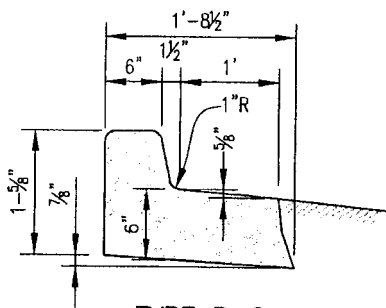
STANDARD
PLAN No.
115
SHEET 2 OF 2



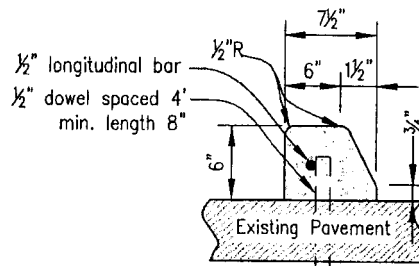
TYPE A
(normal)



TYPE B-1
(For use with cross gutters
see Std. Plan 119)



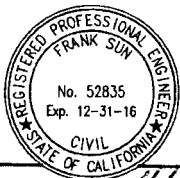
TYPE B-2
(median strips)



TYPE B-3
(berm)

NOTES:

1. Concrete shall be class 520-C-2500.
2. Slope gutter in plane of pavement if cross slope of pavement is away from curb (when directed).
3. All gutter flowlines shall be water tested.
4. Weakened-plane joints shall be constructed at 12' intervals except through driveway and alley aprons.
5. Gutter thickness shall be 8" across commercial driveway apron depressions (see Std Plan 115).
6. Type B-3 curb shall not be joined to the existing pavement with epoxy compounds in lieu of dowels.
7. For construction within the Old Towne Area, the concrete color and finish shall be regular concrete mix with an application of water-based top-surface retarder that is washed away using pressured water for a sand blast finish effect. The retarder shall be Grade 05 - Powder Blue Violet (color coded) per Grace Construction Products (www.graceconstruction.com (877) 423-6491) or approved equal.

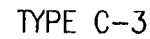
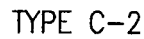
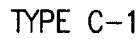


4/13/15
DATE APPROVED
PUBLIC WORKS DIRECTOR
CITY ENGINEER

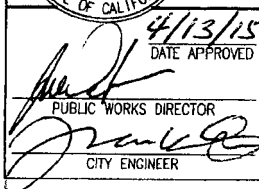
CITY OF ORANGE PUBLIC WORKS DEPARTMENT

CURB AND GUTTER

STANDARD
PLAN No.
117
SHEET 1 OF 2



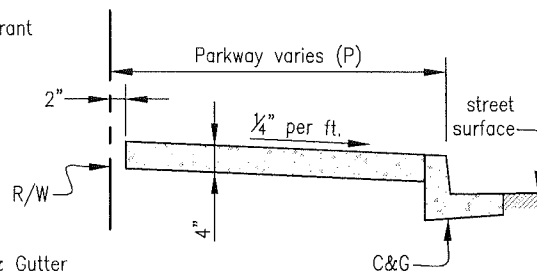
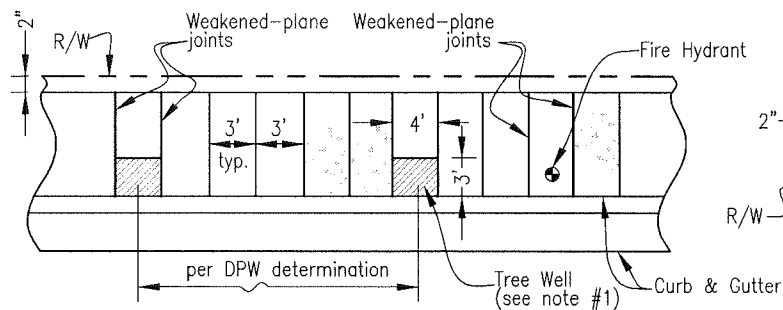
1. Type C to be used only with special permission of the City Engineer when Type A and B of Standard Plan 117 are not feasible. Transition length from Type C to Type A shall not be less than 15 feet.
2. Type C-1 shall not be used for driveway approach.
3. Type C-2 & C-3 may be used for driveway approach with special approval of the City Engineer.



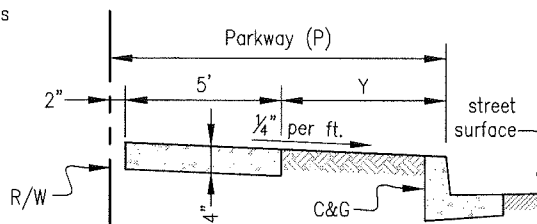
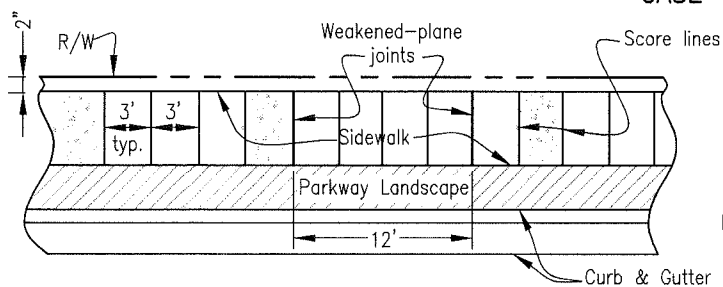
CITY OF ORANGE PUBLIC WORKS DEPARTMENT

CURB AND GUTTER

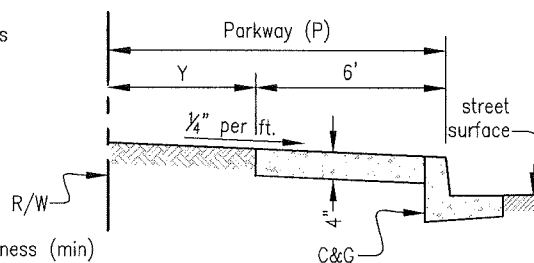
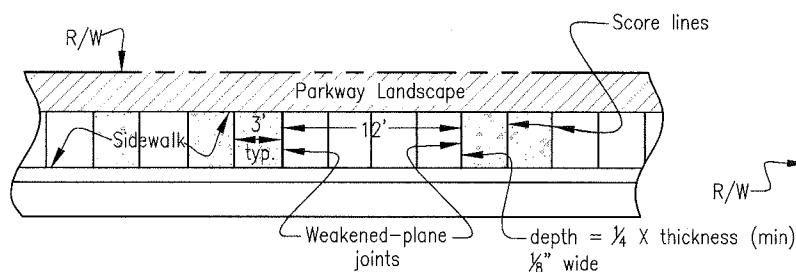
STANDARD
PLAN No.
117
SHEET 2 OF 2



CASE 1



CASE 2



CASE 3

NOTES:

1. With Case 1, 48"x36" tree wells shall be constructed adjacent to curb when specified by the City Department of Public Works.
2. When $P > 6'$, Case 3 may be used only with prior approval of the City Engineer.
3. All concrete shall be class 520-C-2500.
4. No coloring additives shall be mixed with concrete.
5. Weakened-plane joints shall be constructed at 12' intervals and on both sides of tree wells.
6. Removal will be full width of sidewalk with a minimum of 3' in width.
7. Longitudinal scoring lines shall be placed in the "Old Towne" area to match "Old Towne" theme. Pattern of scoring lines shall be at direction of the Engineer.
8. For construction within the Old Towne Area, the concrete color and finish shall be regular concrete mix with an application of water-based top-surface retarder that is washed away using pressured water for a sand blast finish effect. The retarder shall be Grade 05 - Powder Blue Violet (color coded) per Grace Construction Products (www.graceconstruction.com) (877) 423-6491 or approved equal.
9. A block out/cold joint for street light pole, traffic signal pole, utility pole and fire hydrant shall be 12" from these appurtenances outside diameter.

PARKWAY LANDSCAPE:

1. It is responsibility of the property owner to maintain the parkway landscape area fronting the property
2. The landscape area is part of public utility easement and may be excavated by the City or public utility companies
3. It is strongly recommended that landscape area be planted with material that are simple to maintain, such as lawn and groundcover. Hardscape material such as concrete, decorative pavers, brick, etc. is highly discouraged and will not be restored by the utility companies after excavation.
4. Private trees and hedges are not permitted in the parkway area.



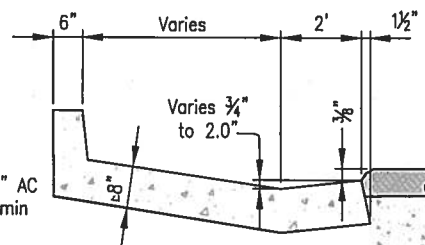
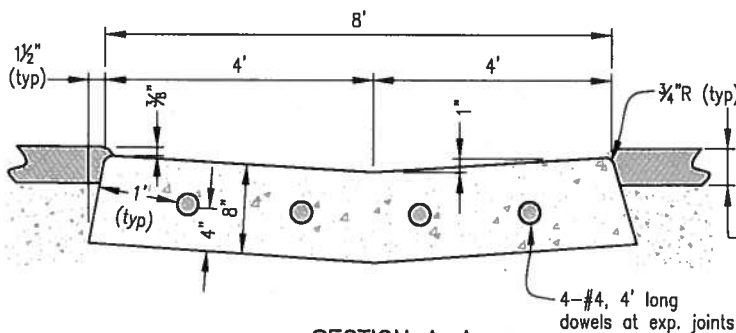
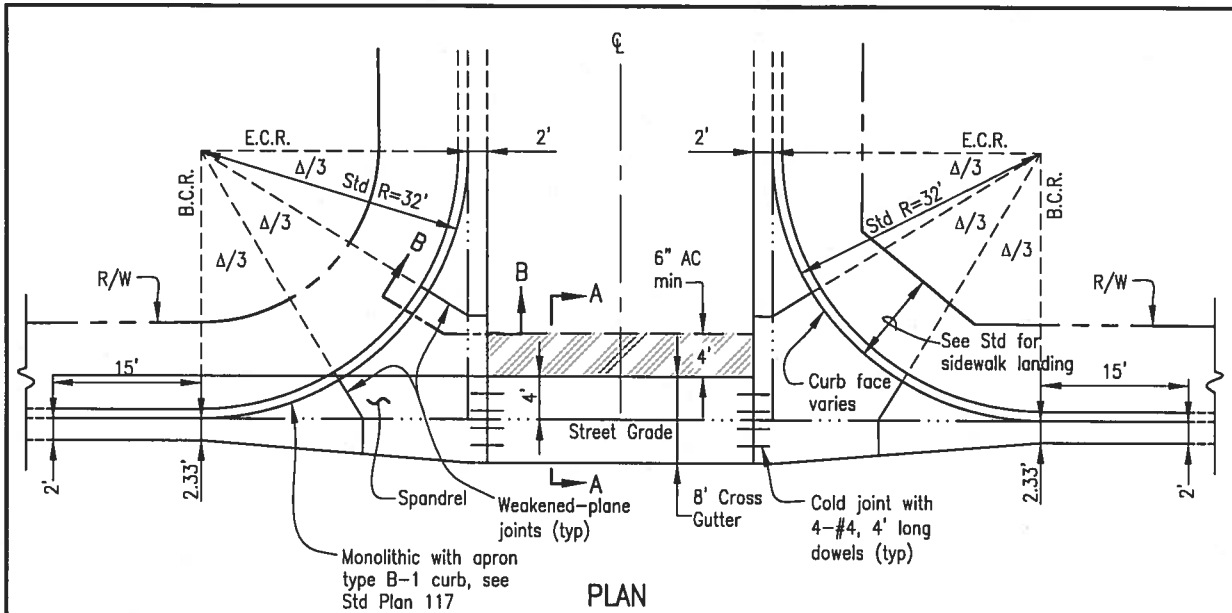
4/13/15
DATE APPROVED
PUBLIC WORKS DIRECTOR
CITY ENGINEER

CITY OF ORANGE PUBLIC WORKS DEPARTMENT

SIDEWALK AND PARKWAY DETAILS

STANDARD
PLAN No.

118



NOTES:

1. Curb returns shall be per Standard Plan No. 120, except as noted on construction drawings.
2. Concrete shall be class 520-C-2500.
3. Weakened-plane joints shall be constructed at each BCR and ECR and at $\frac{1}{3}$ points in spandrel radial to curb return radius point.
4. Cold joints shall be constructed between spandrels and cross gutter.
5. Minimum gutter grade shall be 0.40%, except as noted on construction drawings.
6. Access ramp per Std. Plan 121 shall be constructed in all locations unless waived by the City Engineer when insufficient right of way exists.
7. Minimum spandrel removal will be $\frac{1}{3}$ or unless directed otherwise by the Engineer.
8. For construction within the Old Towne Area, the concrete color and finish shall be regular concrete mix with an application of water-based top-surface retarder that is washed away using pressured water for a sand blast finish effect. The retarder shall be Grade 05 - Powder Blue Violet (color coded) per Grace Construction Products (www.graceconstruction.com (877) 423-6491) or approved equal.

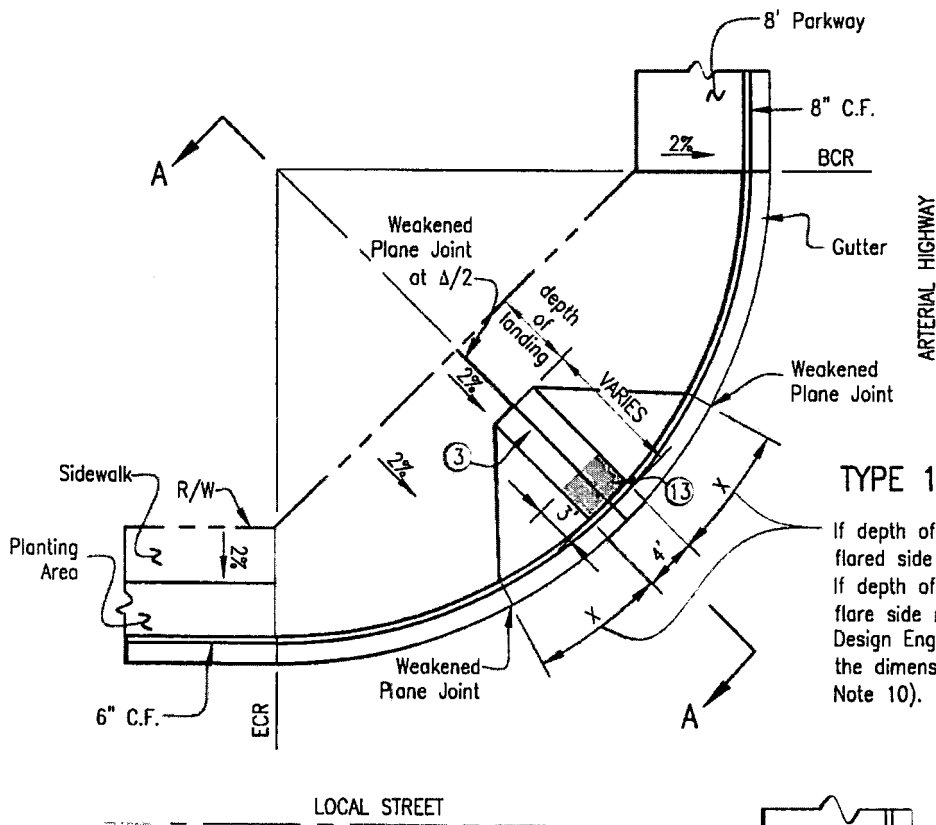


4-15-12
DATE APPROVED
PUBLIC WORKS DIRECTOR
CITY ENGINEER

CITY OF ORANGE PUBLIC WORKS DEPARTMENT

STANDARD 8' CROSS GUTTER
AND SPANDREL

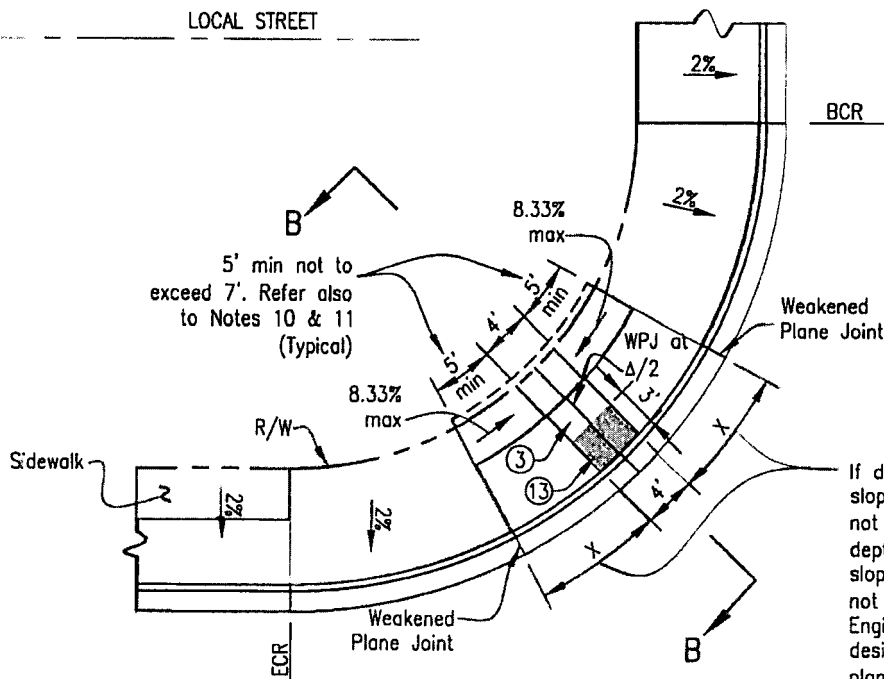
STANDARD
PLAN No.
119



③ See Note 3
⑬ See Note 13

TYPE 1

If depth of landing is $\geq 3'$, the slope of the flared side must not exceed 8.33% ($X \leq 10'$).
If depth of landing is $\geq 4'$, the slope of the flare side must not exceed 10% ($X \leq 8'$).
Design Engineer shall determine and designate the dimensions on the plans. (Also refer to Note 10).



③ See Note 3
⑬ See Note 13

TYPE 2

If depth of landing is $\geq 3'$, the slope of the flared side must not exceed 8.33% ($X \leq 10'$). If depth of landing is $\geq 4'$, the slope of the flare side must not exceed 10% ($X \leq 8'$). Design Engineer shall determine and designate the dimensions on the plans. (Also refer to Note 10).

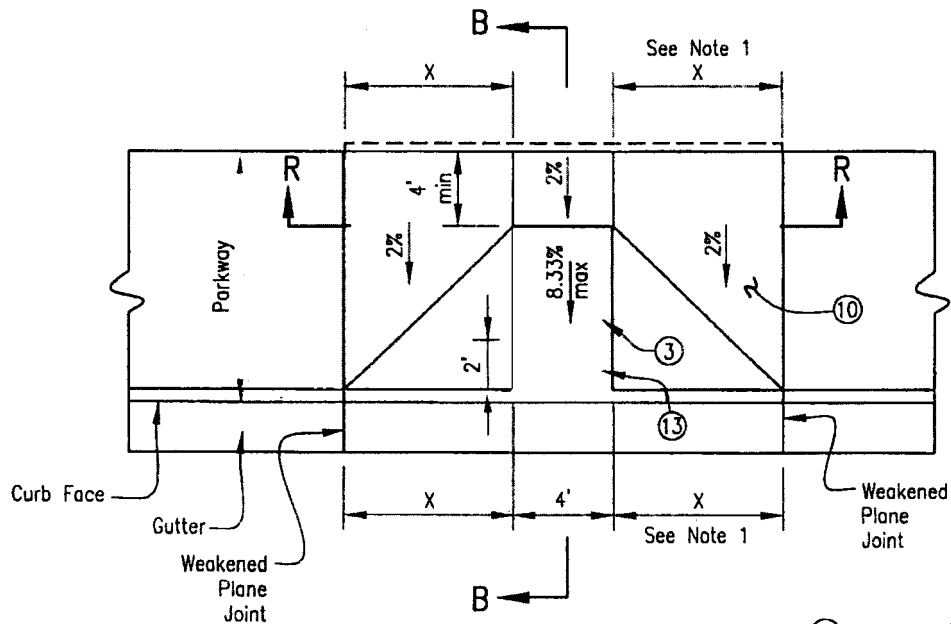


10/18/16
LATE APPROVED
PUBLIC WORKS DIRECTOR
CITY ENGINEER

CITY OF ORANGE PUBLIC WORKS DEPARTMENT

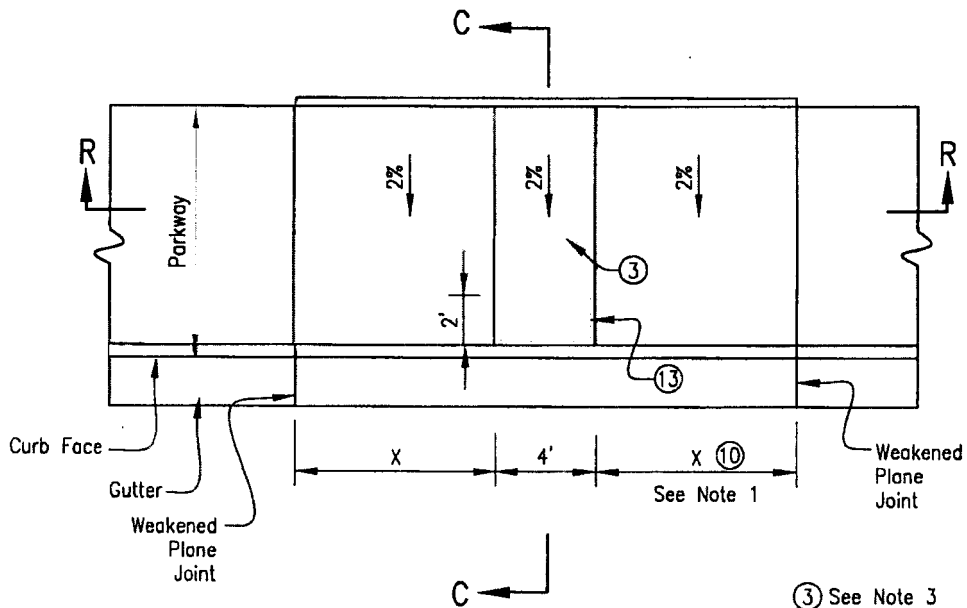
SIDEWALK ACCESS RAMP

STANDARD
PLAN No.
121
SHEET 1 OF 7



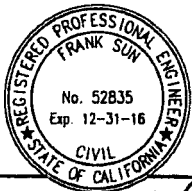
TYPE 3

- ③ See Note 3
- ⑩ See Note 10
- ⑬ See Note 13



TYPE 4

- ③ See Note 3
- ⑩ See Note 10
- ⑬ See Note 13

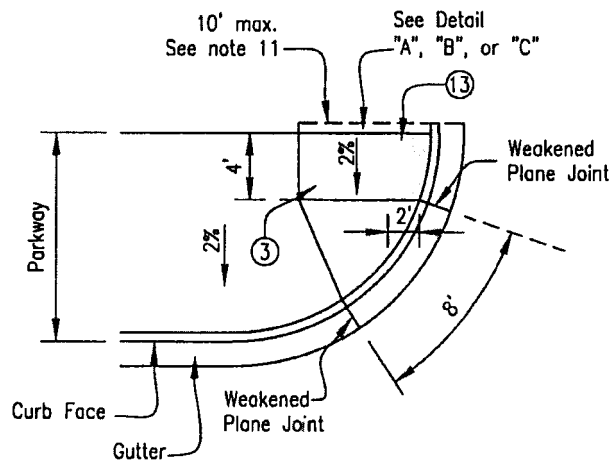


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DATE APPROVED
PUBLIC WORKS DIRECTOR
CITY ENGINEER

CITY OF ORANGE PUBLIC WORKS DEPARTMENT

SIDEWALK ACCESS RAMP

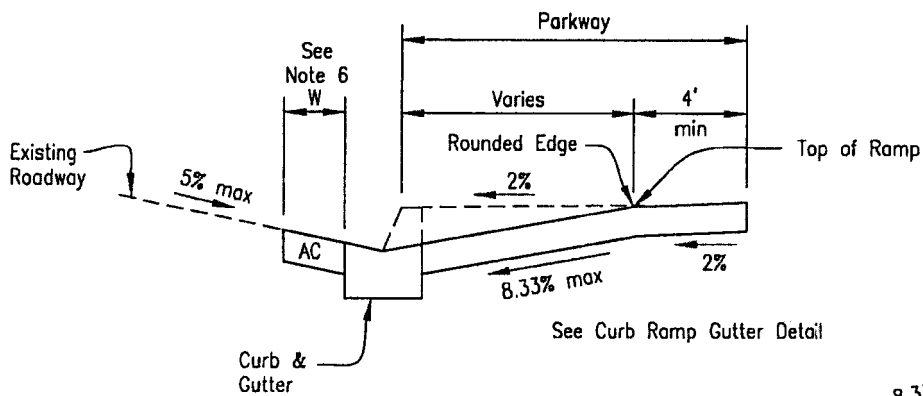
STANDARD
PLAN No.
121
SHEET 2 OF 7



TYPE 7

③ See Note 3

⑬ See Note 13



SECTION A-A



10/18/16
DATE APPROVED

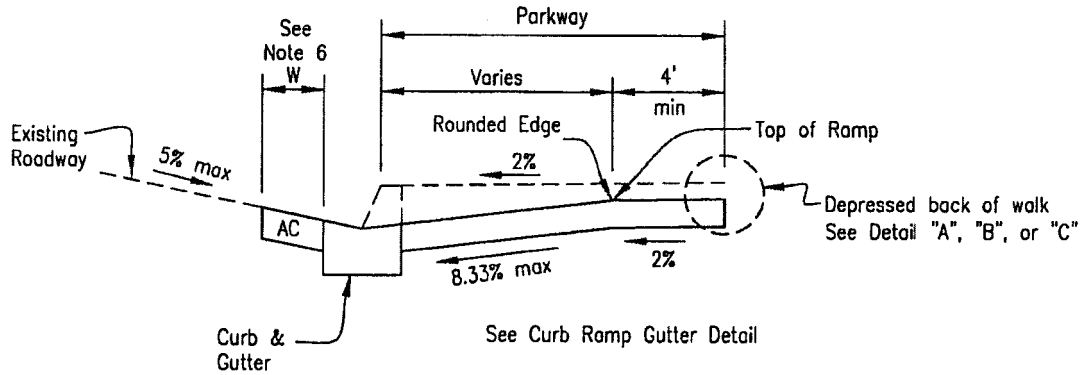
CITY OF ORANGE PUBLIC WORKS DEPARTMENT

STANDARD
PLAN No.
121
SHEET 4 OF 7

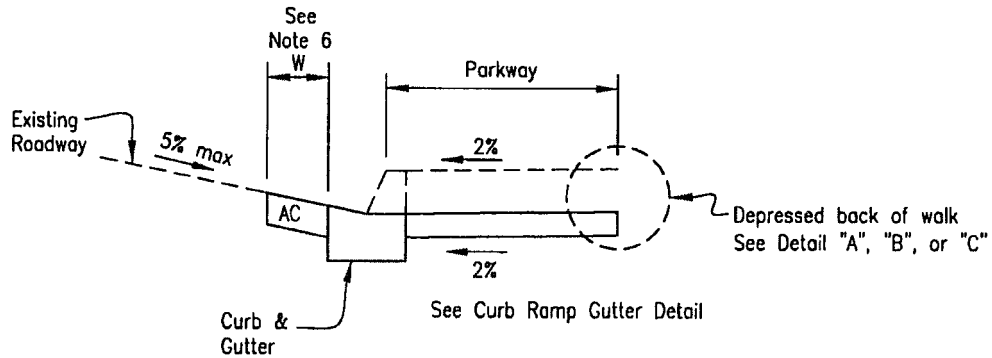
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PUBLIC WORKS DIRECTOR

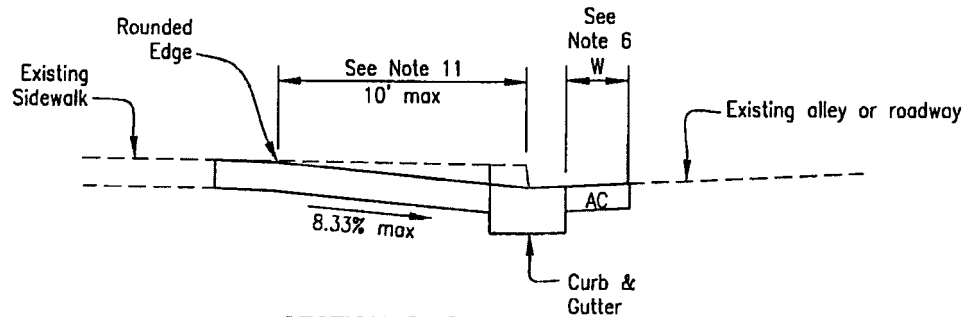
CITY ENGINEER



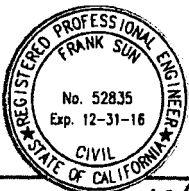
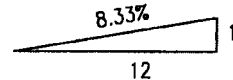
SECTION B-B



SECTION C-C



SECTION D-D



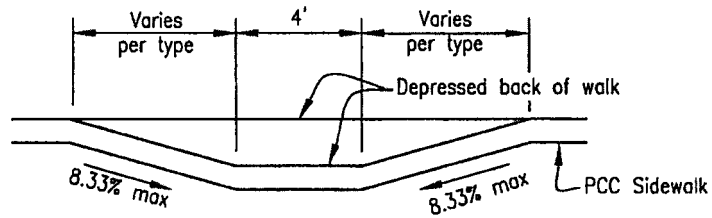
10/18/16
DATE APPROVED

Frank E. Sun
PUBLIC WORKS DIRECTOR
CITY ENGINEER

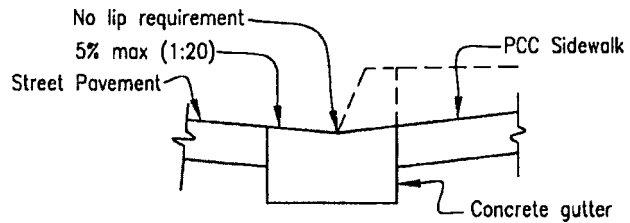
CITY OF ORANGE PUBLIC WORKS DEPARTMENT

SIDEWALK ACCESS RAMP

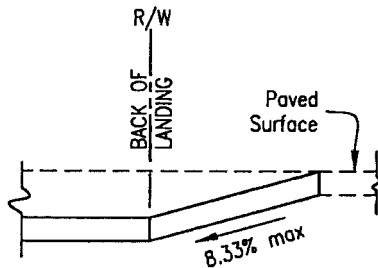
STANDARD
PLAN No.
121
SHEET 5 OF 7



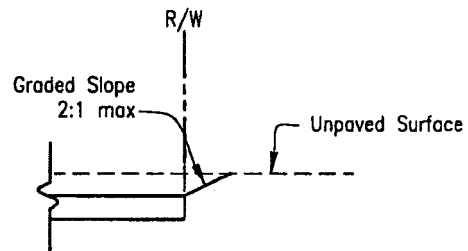
SECTION R-R



CURB RAMP GUTTER DETAIL

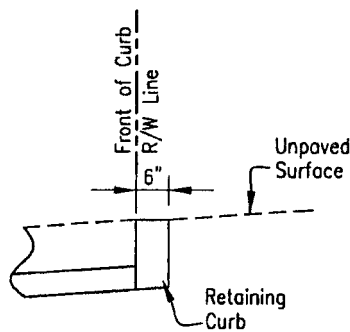


DETAIL "A"

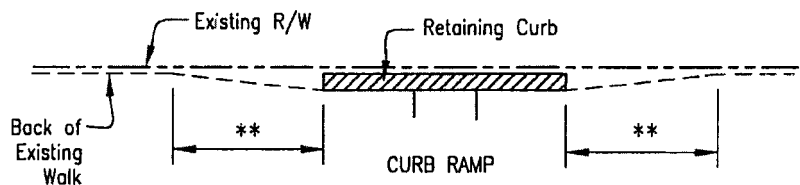


DETAIL "B"

* On retrofit construction or cases where the retaining curb must be constructed inside existing road R/W, a "Back of Sidewalk" transition is required (see diagram below) to direct pedestrian traffic around the retaining curb.



DETAIL "C"



PLAN VIEW

** 7.5' transition length for straight sidewalk alignment. At curb returns, transition length can terminate at BCR/ECR, provided it is not less than 5'; otherwise, the retaining curb must extend to the BCR/ECR and the 7.5' transition length be used.



10/18/16
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CITY ENGINEER

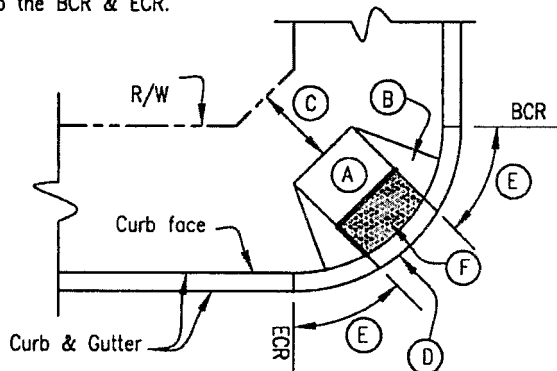
CITY OF ORANGE PUBLIC WORKS DEPARTMENT

SIDEWALK ACCESS RAMP

STANDARD
PLAN No.
121
SHEET 6 OF 7

NOTES:

1. $X=8.0'$ on curb with 8.0" curb face height. $X=6.0'$ on curb with 6.0" curb face height.
2. NOTE NOT USED.
3. The ramp surface shall have a transverse broomed surface texture.
4. Use Detail "A" if existing surface behind Right-of-Way is paved.
5. Use Detail "B" or "C" if existing surface behind Right-of-Way is unpaved.
6. $W=3.0'$ to retrofit existing sidewalk. New construction shall maintain the standard street crossfall.
7. A 10-foot minimum Gutter Edge Transition is required between Type A gutter (8.33% max) and the Curb Ramp Gutter (5% max gradient, as shown on Sheet 6, Curb Ramp Gutter) to improve vehicular rideability. At curb return location, transition shall be to the BCR & ECR.



- (A) Curb Ramp
- (B) Flared Side Slopes
- (C) Landing Area
- (D) Curb Ramp Gutter Edge
- (E) Gutter Edge Transition
- (F) Detectable Warning Surface

8. For construction of curb ramp on an existing walkway area where space limitation prohibits the use of 8.33% (1:12) slope, a steeper slope can be used (Federal Register/Vol. 56, No. 144/Friday July 26, 1991, Section 4.1.6 (3)(a)).
 - (i) A slope between 10.0% (1:10) and 8.33% (1:12) is allowed for a maximum rise of 6 inches.
 - (ii) A slope between 12.5% (1:8) and 10% (1:10) is allowed for a maximum rise of 3 inches. A slope steeper than 12.5% (1:8) is not allowed.
9. Type 6 shall not be used at locations where marked crosswalk exists in both directions.
10. If depth of landing is $\geq 3'$, the maximum gradient at the flared side slope shall not exceed 8.33% ($X \leq 10'$). In no instance, however, shall the maximum flared side slope length (X) exceed 10' (see Note below). The Design Engineer shall determine and designate the dimensions on the plans.

Note: In some cases where the street grade is steep, the 8.33% criteria would require a substantial transition length for the flared side slope (transition from 0-height curb to standard height curb). Limiting the transition length to 10' will minimize safety impact to the overall public.

A standard height curb & gutter provides the following safety features:

- Maintains roadway drainage at the flowline location.
- Maintains vehicular traffic flow and safety at curb returns and parkway area.
- Protects pedestrian from vehicular traffic.

Subpart A, Section 36.302(a) "Modifications in Policies, Practices, or Procedures" of the "Americans with Disabilities Act" (ADA) and Section 4451(f) of the California Government Code allows modifications to the requirements in order to maintain overall public safety.

11. At hillside development, street grade can be as steep as 6% for arterial highways and 10% for local streets. To maintain an 8.33% ramp would require a substantial walkway transition length. In cases where the street grade is steeper than 8.33%, it would be impossible for the transition curb or transition walkway to join the normal height of curb or sidewalk. Furthermore, the depressed walkway would create safety issues such as water ponding behind the curb and a siltation problem on the sidewalk. Hence, modification to the ADA requirement is allowed per Subpart A, Section 36.302(a) of the "ADA" and Section 4451(f) of the California Government Code.
12. Dual ramps per American Public Works Association (APWA) Standard Plans, may be used on a curb return upon the approval of the City Engineer.
13. Detectable Warning Surface (Truncated Domes) shall comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG). Min. 3' deep by ramp width located so that edge nearest curb line is 6 inches min. and 8 inches max. from the curb line face. Dome size shall have a base dia. of 0.9 inch min. to 1.4 inches max., top dia. of 50 % of the base min. to 65% of the base dia. max., and a height of 0.2 inch. Dome spacing shall have a center-to-center spacing of 1.6 inches min. and 2.4 inches max., and a base-to-base spacing of 0.65" min., measured between the most adjacent domes on a square grid. Detectable warning surface shall have a min. 70% contrast visually with adjacent walking surfaces either light-on-dark, or dark-on-light. The truncated domes shall be manufactured by Safety Step Products (www.safetysteptd.com) or an approved equal.
14. Concrete shall be class 520-C-2500.
15. For construction within the Old Towne Area, the concrete color and finish shall be regular concrete mix with an application of water-based top-surface retarder that is washed away using pressured water for a sand blast finish effect. The retarder shall be Grade 05 - Powder Blue Violet (color coded) per Grace Construction Products (www.graceconstruction.com) (877) 423-6491) or approved equal.



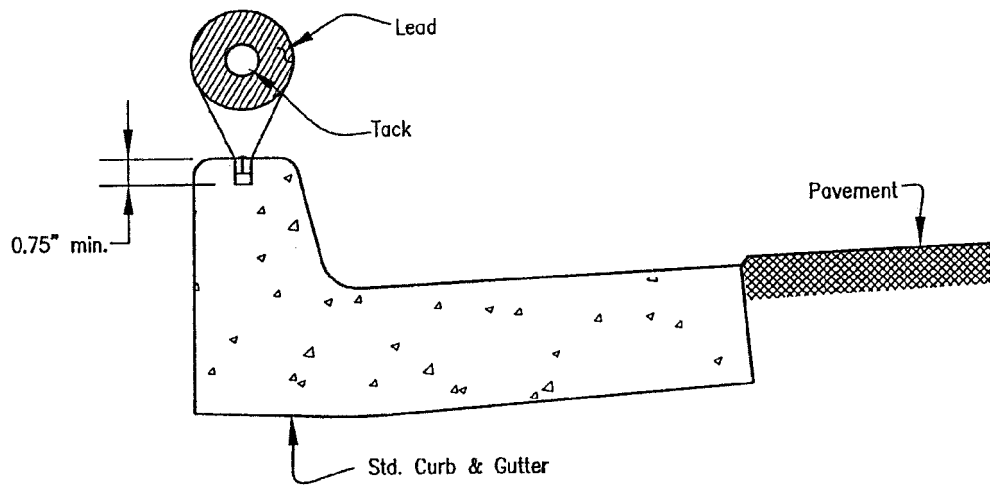
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DATE APPROVED

PUBLIC WORKS DIRECTOR
CITY ENGINEER

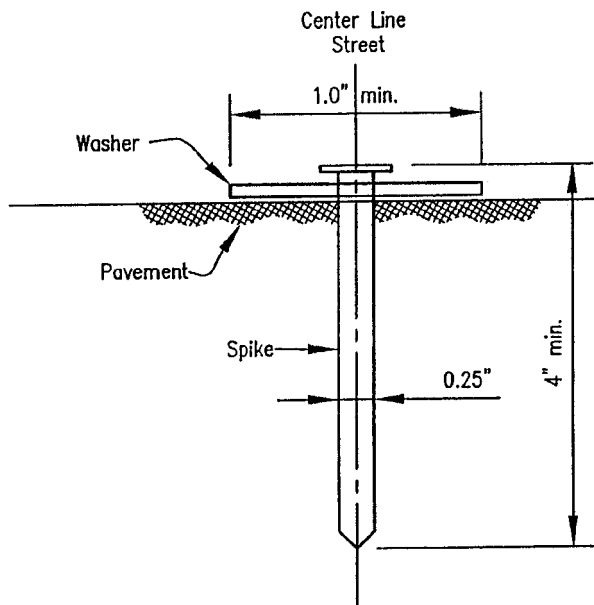
CITY OF ORANGE PUBLIC WORKS DEPARTMENT

SIDEWALK ACCESS RAMP

STANDARD
PLAN No.
121
SHEET 7 OF 7



Center Line Tie Points



NOTES:

1. All tie points shall be lead and tacks. Lead shall be a min. of $\frac{3}{4}$ " deep and tacks shall be made of brass.
2. All intersection and centerline control points shall be spike and washer.
3. All control points shall have a min. of 4 ties with ties placed such that proper angle is obtained from the tie to the control point as determined by the City Engineer.
4. Record centerline tie data on the sheet available at the City of Orange, Engineering Division.



4-16-04
DATE APPROVED

CITY OF ORANGE PUBLIC WORKS DEPARTMENT

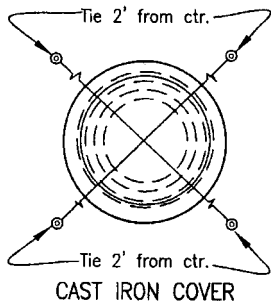
STANDARD
PLAN No.

CENTERLINE TIES

400

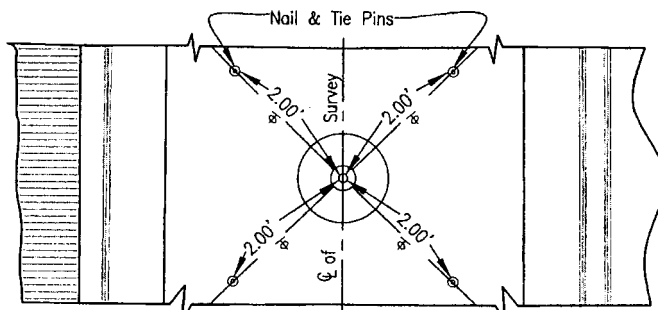
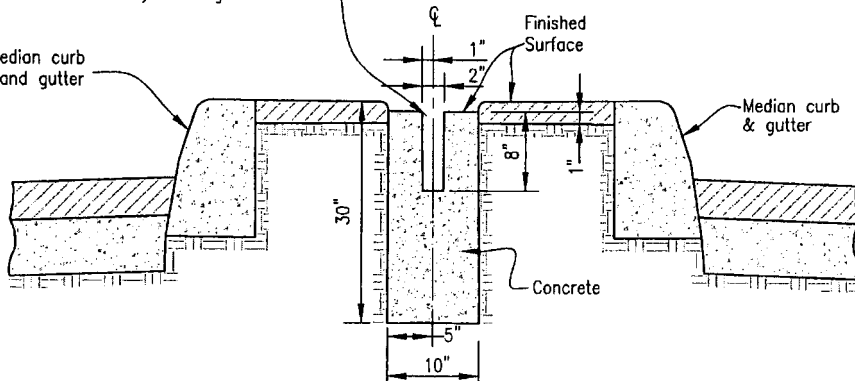
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PUBLIC WORKS DIRECTOR/C.E.
[Signature]
ASSISTANT CITY ENGINEER

SURVEY MONUMENT TYPE A



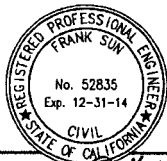
Hole will be filled with grout and marked with an identifying monument by the Engineer

Median curb and gutter



This type of marker to be installed only in situations where no vehicular traffic is anticipated

SURVEY MONUMENT TYPE B

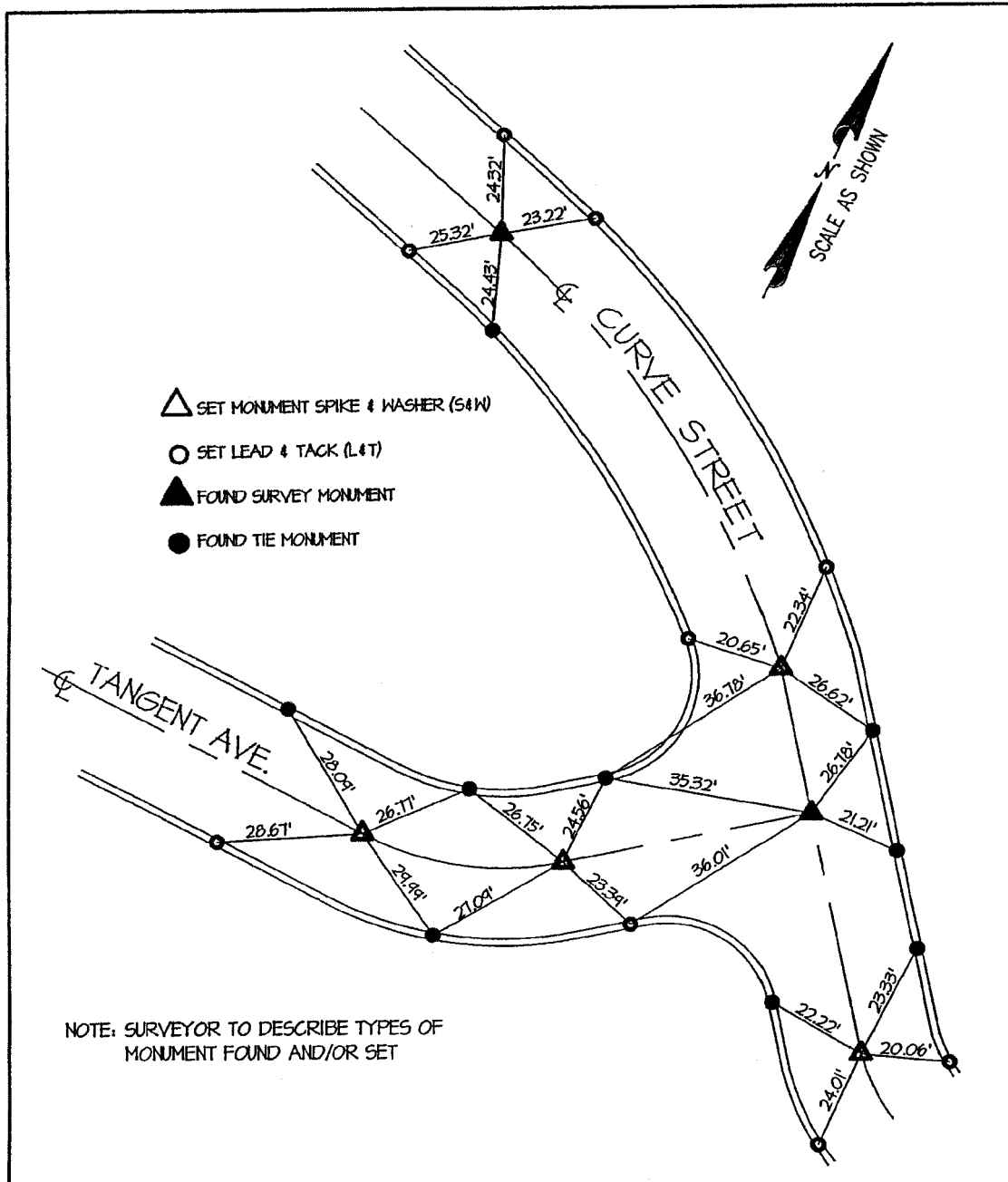


4-15-13
DATE APPROVED
PUBLIC WORKS DIRECTOR
CITY ENGINEER

CITY OF ORANGE PUBLIC WORKS DEPARTMENT

SURVEY MONUMENTS
TYPE A AND TYPE B

STANDARD
PLAN No.
401



SURVEYOR'S SEAL AND SIGNATURE DATE

CITY OF ORANGE PUBLIC WORKS DEPARTMENT

CENTERLINE TIES

(FOR CITY USE)

LOCATION _____

TIE NO. _____



4-16-04
DATE APPROVED

CITY OF ORANGE PUBLIC WORKS DEPARTMENT

**STANDARD
PLAN No.**

CENTERLINE TIE SHEET

402

[Signature]
PUBLIC WORKS DIRECTOR/C.E.
[Signature]
ASSISTANT CITY ENGINEER

Exhibit A



CITY OF ORANGE

COMMUNITY SERVICES DEPARTMENT www.cityoforange.org PHONE: (714) 744-7274 • FAX: (714) 744-7251

ADDENDUM No. 1

Request for Bid (RFB) Bid No. 23-24.07

Parking Lot Pavement Rehabilitation and Resurfacing of Bike Trails and Walking Paths

August 31, 2023

This addendum serves as written notice of the following corrections, clarifications, additions and/or deletions to any and all copies of the Request for Bid No. 23-24.07

1. NOTICE OF REVISED BID SHEET

- Please see Attachment 1. Please use revised bid sheet to submit your bid.
 - The following items were added to the revised bid sheet:
 - Item 12 – Full Depth Patch existing AC pavement
 - Item 20 – LS for Mobilization
 - Item 21 – LS for Traffic Control
2. For any item that requires aggregate base, is Class II Miscellaneous Base (Recycled) acceptable?
- Yes
3. What mix of asphalt is required?
- Hot Mix
4. Please submit a physical original copy of your bid bond to City Clerks office, we do not accept electronic copies of bid bonds.

Respectfully Submitted,

Nathan Bluhm
Senior Project/Landscape Coordinator
nbluhm@cityoforange.org
714-532-6491



CITY OF ORANGE

COMMUNITY SERVICES DEPARTMENT www.cityoforange.org PHONE: (714) 744-7274 • FAX: (714) 744-7251

ADDENDUM No. 2

Request for Bid (RFB) Bid No. 23-24.07

Parking Lot Pavement Rehabilitation and Resurfacing of Bike Trails and Walking Paths

September 5, 2023

This addendum serves as written notice of the following corrections, clarifications, additions and/or deletions to any and all copies of the Request for Bid No. 23-24.07

1. NOTICE OF CORRECTION TO REVISE BID SHEET

- Please see Attachment 1. Please use revised bid sheet to submit your bid.
- The following items were added to the revised bid sheet:
 - Item 12 – Full Depth Patch existing AC pavement
 - Item 20 – LS for Mobilization
 - Item 21 – LS for Traffic Control

Respectfully Submitted,

Nathan Bluhm
Senior Project/Landscape Coordinator
nbluhm@cityoforange.org
714-532-6491



CITY OF ORANGE

COMMUNITY SERVICES DEPARTMENT www.cityoforange.org PHONE: (714) 744-7274 FAX: (714) 744-7251

PARKING LOT PAVEMENT REHABILITATION AND RESURFACING OF BIKE TRAILS AND WALKING PATHS

REQUEST FOR BID (RFB) NO. 23-24.07
BIDS DUE: September 7, 2023
TIME: 2:00 P.M.

PROJECT: Parking Lot Pavement Rehabilitation and Resurfacing of Bike Trails and Walking Paths
LOCATION: Various Locations
CONTACT: Nathan Bluhm Sr. Project/Landscape Coordinator
OFFICE PHONE: 714-532-6491
E-MAIL: nbluhm@cityoforange.org

PROJECT DESCRIPTION: The City of Orange, CA, a Municipal Corporation, is inviting qualified paving contractors to provide bids in accordance with plans, specifications and technical information within this RFB for maintenance and rehabilitation (M&R) of concrete and asphalt paving at City of Orange trails and park parking lots, at various locations.

TIMELINE (APPROXIMATE):

- | | |
|--|------------------------------|
| 1. Mandatory Pre-Bid Zoom meeting: | August 28, 2023 at 1:30 PM |
| 2. Deadline for questions regarding RFB: | August 30, 2023 by 12:00PM |
| 3. Bids due: | September 7, 2023 by 2:00 PM |
| 4. Presentation to City Council: | November 14, 2023 |
| 5. Notice to Proceed: | TBD |

BID SUBMISSIONS:

Provide response to the above REQUEST FOR BIDS on attached Bid Sheet and return all pages of the Request for Bids (including the scope and specification sections) references, and bid bond.

Bids must be received before or on **September 7, 2023 by 2:00 P.M.** via Electronic Bid Submission, or at the City of Orange City Clerk's Office located at **300 E. Chapman Ave., Orange, CA 92866.**

OPTION 1:

Electronic Bids may be submitted through the following link at Electronic Bid Submissions and must include all required attachments listed in the Request for Bid document.

OPTION 2:

Responses may be sent via U.S. Mail or delivered personally to the office of the City Clerk at the address listed above. **Please provide three copies of bid packets.**

Bid packets must be labelled appropriately:**RFB 23-24.07- PARKING LOT PAVEMENT REHABILITATION AND RESURFACING OF BIKE TRAILS AND WALKING PATHS**

Attn: City of Orange, City Clerk's Office

The City reserves the right to reject any and all Bids and any item on items therein, and to waive any non-conformity of Bids with this Request for Bids, whether of a technical or substantive nature, as the interest of the City may require.

LEGAL NOTICE

Sealed bids are invited for **Bid No. 23-24.07; Parking Lot Pavement Rehabilitation and Resurfacing of Bike Trails and Walking Paths.**

Interested bidders should subscribe to receive bid updates and notifications via the City's website at: <https://public.govdelivery.com/accounts/CACITYORANGE/subscriber/new> as well as emailing CommServBids@cityoforange.org to be added to the contact list for this specific bid list in order to receive emailed updates of any revised/additional information and addenda. It is the responsibility of the interested bidder to request being added to the bid list and to check the website frequently to look for any additional updates.

All bids will be presented to the City Council on November 14, 2023.

The City reserves the right to reject at any time any or all bids, or parts thereof, and to waive any variances, technicalities and informalities which do not impair the quality, or performance of the project.

The bidder selected by the City must be properly licensed at the time of submitting its bid as a **General Engineering Contractor (Class A)**. The City will reject the bid as non-responsive if the bidder does not hold the requisite contractor's license at the time of submitting its bid. In addition, each subcontractor listed by the bidder shall possess, at the time of the award and at all times when work is performed, a valid contractor's license for the appropriate classification necessary to perform the work for which that subcontractor is listed. Failure of the bidder to deliver evidence to the City prior to the award of contract for this project that each and every subcontractor listed by the bidder is properly licensed shall constitute a failure to execute the contract and may subject the bidder to all legal penalties imposed by law, including, but not limited to, forfeiture of the security of the bidder.

A payment bond is required for projects over \$25,000. In lieu of retention, the Contractor may deposit qualifying securities under an escrow agreement, as provided in Public Contract Code Section 22300.

The Contractor and subcontractor shall be registered with Department of Industrial Relations (DIR), per Labor Code Section 1725.5 at the time of bid. This project is subject to compliance monitoring and job-site posting requirements. The project is a public work subject to prevailing wage requirements, which can be found at <http://www.dir.ca.gov/dirdatabases.html>

Community Services Department
CITY OF ORANGE
230 East Chapman Avenue
Orange, California 92866
(714) 744-7274

GENERAL PROVISIONS:

1. A mandatory pre-bid meeting has been scheduled for **Monday, August 28, 2023, at 1:30 P.M via Zoom. [Click here](#)** to join the zoom meeting during the scheduled time and date. Meeting ID: 861 4541 7423. Passcode: 868360.
2. NOTE: All work shall be performed in adherence to the provisions of this RFB, the City of Orange Public Works Standard Plans and Specifications (available on the City of Orange website at www.cityoforange.org under Public Works Department webpage), and the current edition of the "Green Book" for 'Standard Specifications for Public Works Construction'.
3. Contractor shall, at all times, carry valid insurance, which meets all City of Orange insurance requirements as outlined in Attachment No. 1.
4. Contractor shall pay prevailing wages per the current Department of Industrial Relations wage rate (including all scheduled increases) and furnish Certified Payroll Reports for all workdays.
5. The contractor is responsible for carrying/acquiring all pertinent licenses/permits for accomplishing this work. Contractors bidding for work on this project must hold an active State of California Contractors License; minimum license requirement is to be Class 'A'.
6. All work shall conform to the specifications contained in the RFB and any subsequent agreements.
7. Contractor shall be required to provide a \$1,500.00 deposit for use of a City water meter on a City fire hydrant if required. Contractor shall be charged \$2.75/day for water meter rental and shall be responsible for all water charges associated with project. Consumption charges of \$2.59 per hundred cubic feet of water apply.
8. Working hours will be per City of Orange ordinance; 7:00 am till 4:00 p.m. Weekend work will only take place with permission from the City of Orange.
9. All vehicles used by the contractor are to be identified with door signs (approx. 20" x 16", magnetic sign okay) or equivalent with the company name and phone number. These need to be visible from both sides of said vehicle.
10. Uniforms: All of contractor's employees shall wear appropriate uniforms at all times while on duty. Uniforms must have the contractor's name.
11. Background/Security: All personnel engaged in performance of this work shall be employees of the contractor and as such shall be warranted to possess sufficient experience and security records to perform this work.

SCOPE OF WORK AND PROJECT SPECIFICATIONS

The work to be done in general consists of maintenance and rehabilitation of City park parking lots, bike trails and walking paths at various locations throughout the City of Orange (see Site Location Maps "Exhibit A"). Work items may include but not be limited to: traffic control, ADA ramps, Portland cement concrete (PCC) removal and replacement, asphalt concrete (AC) grinding, AC overlaying, slurry seal, unclassified excavation, AC dig-out repairs with deep lift pavement, adjustment of surface grade utility boxes, covers and vault lids, traffic detector loops, pavement striping, legends and raised pavement markers, including all labor, equipment and materials necessary for completion of the work.

Additions to the Standard Specifications

1. The protection of all existing improvements, including valve cans and meter boxes, and all work being done by the Contractor, shall be the responsibility of the Contractor until such time as the work is completed and accepted by the Owner. A pre-construction job walk will be required prior to any work being done at each site/location.
2. A schedule of work shall be submitted with response to this RFB and approved by the City of Orange prior to beginning the work. Hours of work are 7:00 AM to 4:00 PM. All work shall be phased with phasing to be approved by the City of Orange. Flaggers will be required when traffic is reduced to one lane to ensure safe access around the work area. All flagging and traffic control operations shall be included in the various bid items and no additional compensation will be provided.
3. Areas that are scheduled for removal and replacement (Dig-out Areas) will be removed by first saw cutting a straight vertical cut a minimum of two (2) inches in depth around the perimeter of the area and then the existing asphalt pavement and any underlying base shall be removed to the specified depth. (If a cold planer is used for the removal then saw-cutting will not be required). The subgrade will be compacted using a roller and/or a whacker or vibraplate to provide a firm and unyielding surface prior to the placement of the hot mix asphalt (HMA) base course, per Greenbook Section 301-1.3. The HMA will be placed in two lifts per Greenbook Section 203-6.4 Type B for the base course. The finish course of HMA shall be Greenbook Section 203-6.4 Type C1. All edges of the newly placed HMA shall be sealed with asphalt emulsion and a light coating of sand. The finished surface shall be at the same elevation as the adjacent asphalt.
4. Areas designated to be cold milled and overlaid shall be cold milled to the specified depth over the entire area. The area shall be cleaned of all loose materials and then tacked with asphalt emulsion at the rate 0.05 to 0.07 gallons per square yard. Asphalt emulsion shall be diluted no more than an 80/20 mix. Once the tack coat has broken a new layer of HMA shall be placed in one lift.
5. All cracks greater than 1/8" in width shall be cleaned of all vegetation and loose material to a depth equal to or greater than the width of the crack. CRAFCO Parking Lot Sealant No. 34200 (or equal) shall be used per the manufacturer's recommendations. The finished crack fill material shall be at the same elevation as the adjacent asphalt. Any crack filled areas that become depressed in excess of 1/4" will have additional crack fill material placed to fill the depressed areas. Crack filling shall take place after all asphalt repairs have been made.
6. Asphalt that is designated to be removed and replaced with Portland Cement Concrete (PCC) shall be excavated and compacted to a minimum of 95% compaction. Reinforcing steel will be required using No. 4 rebar placed at a maximum of 18" on center. Where new PCC joins existing PCC, the existing PCC will be drilled and doweled. PCC shall be per City Standard Plan No. 118 at specified thickness. Protection against unwanted initials and writing in the newly place PCC shall be the responsibility of the contractor. A light broom finish will be used.

- 2899 E LA CREST AVE, ANAHEIM, CA 92806
7. Remove & Replace Cracked Concrete Cross Gutter/Swale – The existing PCC swale shall be removed and replaced with new Portland Cement Concrete (PCC) in the existing configuration as the existing. After removal of the existing, the subgrade will be compacted to a minimum of 95% relative compaction. Reinforcing steel will be required using No. 4 rebar placed at a maximum of 18" on center. Wherever new PCC joins existing PCC, the existing PCC will be drilled and doweled. PCC shall be 520-C-2500 and be placed at a minimum of 5½" in thickness. Curing compound will be required. Transverse expansion joints shall be installed to minimize cracking. Longitudinal and transverse weakened plane joints shall also be constructed to minimize cracking. A light broom finish will be used. Protection against unwanted initials and writing in the newly place PCC shall be the responsibility of the contractor.
 8. Seal Coat - The seal coat will be placed on the asphalt pavement after a minimum four week curing period of any newly placed asphalt. Seal Coat shall be one coat. 2% Latex and fine mesh sand at the rate of two (2) to three (3) pounds per gallon of seal coat material shall be uniformly added to the seal coat material. The seal coat will be placed per Greenbook Specification 302-8.
 9. Alternate Second Coat of Seal – The alternate second coat of seal shall be placed without any added Latex or fine mesh sand. The first coat of seal shall be completely dry before the second application is placed.
 10. Re-Stripe – All pavement striping and markers/lettering shall be replaced per existing pattern, including red fire lane, pathway markings and ADA markings. Paint shall be applied per the manufacturer's recommendations for single coat applications and per Greenbook Section 210, including reflective material per Section 210-1.6.5. Temporary striping shall be placed on any asphalt repair area where the existing has been removed. Permanent striping will take place after the seal coat is completed.
 11. Contractor to submit a mix design, for all concrete and/or asphalt, for approval prior to work commencing.

SITE SPECIFIC WORK INCLUDED

Site 1: Serrano Park Parking Lot

Pavement M&R Treatment:

Patch existing asphalt to full depth with asphalt and aggregate base (AB), seal all cracks, place Type II Slurry Seal over the entire surface, and re-stripe all pavement markings.

ADA Compliance Work:

Install new detectable warning surface (DWS) at ADA ramp (see location maps: Site01 Ramp 1) per City Standard Plan No. 121. Re-stripe all ADA parking stalls and marked paths. Remove and replace two (2) driveways (see location maps: Site01 Ramp 2 and Ramp 3) per City Standard Plan No. 115.

Site 2: Fred Barrera Park Parking Lot

Pavement M&R Treatment:

Seal all cracks, place Type II Slurry Seal over the entire surface, and re-stripe all pavement markings.

ADA Compliance Work:

Remove and replace ADA ramp per City Standard Plan No. 121 (see location maps: Site02 Ramp 1) and level to the path of travel. Install new DWS at ramp, and re-stripe all ADA parking stalls and marked paths.

Site 3: McPherson Athletic Center Parking Lot

Pavement M&R Treatment:

Seal all cracks, place Type II Slurry Seal over the entire surface, and re-stripe all pavement markings.

ADA Compliance Work:

Install new DWS at 5 ADA ramps per City Standard Plan No. 121 (see location maps: Site03 Ramp 1, Ramp 2, Ramp 3, Ramp 4, and Ramp 5). Re-stripe all ADA parking stalls and marked paths. Remove and replace two (2) driveways (see location maps: Site03 Ramp 6 and Ramp 7) per City Standard Plan No. 115.

Site 4: Santiago Hills Park Parking Lot

Pavement M&R Treatment:

Full reconstruction of parking lot pavement to a thickness of 3 inches of AC and 6 inches of AB. Install a layer of geogrid between the subgrade and aggregate base layer to provide additional support.

ADA Compliance Work:

Remove and replace 3 ADA ramps per City Standard Plan No. 121 (see location maps: Site04 Ramp 3, Ramp 4, and Ramp 5).

Site 5: El Modena Bike Trail (E. Creekside Ave. to E. Patria Ct.)

Pavement M&R Treatment:

Patch all areas with slippage cracks to full depth. All remaining pavement shall be cold milled to a depth of 2 inches and a 2-inch AC overlay placed on the milled surface. Re-stripe to match original pattern. Adjust grade to direct runoff into existing culvert adjacent to trail (see location map for site05).

ADA Compliance Work:

Install new detectable warning surface (DWS) at 2 ADA ramps (see location maps: Site05 Ramp 1 and Ramp 2) per City Standard Plan No. 121. Grind existing gutter lip to smooth transition at Ramp 2. Remove and replace Ramp 3 per City Standard Plan No. 121. (see location maps: Site05).

Site 6: Santiago Creek Bike Trail (Hart Park to Cambridge St.)*Pavement M&R Treatment:*

Crack seal all cracks greater than ¼ inch wide, patch all areas with slippage cracks to full depth, grind all lateral and transverse (L&T) cracks which have swelled ¼ inch or greater flush with the pavement surface to prevent tripping hazards, and place Type 1 Slurry Seal over entire surface. Re-stripe to match original pattern. (see location map and quantities table).

ADA Compliance Work:

Install new detectable warning surface (DWS) at ADA ramp (see location map: Site06 Ramp 1) per City Standard Plan No. 121.

Site 7A: Hart Park (Tennis Court Path)*Pavement M&R Treatment:*

Remove existing asphalt walkway and replace with 4 inch PCC sidewalk per City of Orange Standard Plan No. 118 (see location map).

Site 7B1: Hart Park (Baseball Field Trail)*Pavement M&R Treatment:*

Crack seal all cracks greater than ¼ inch wide and place Type 1 Slurry Seal over entire surface. Re-stripe to match original pattern (see location map).

Site 7B2: Hart Park (Baseball Field Asphalt Pad)*Pavement M&R Treatment:*

Completely remove existing AC and AB and replace existing section with 3 inches of AC and 5 inches of AB. Grind smooth any tripping hazards greater than ¼ inch at asphalt pavement and concrete sidewalk transitions. Remove and replace failed cross gutter section near the main bleachers (see location map).

Site 8: Santiago Creek Bike Trail (All Parts)*Pavement M&R Treatment:*

Crack seal all cracks greater than ¼ inch wide, patch all areas with slippage cracks to full depth, and grind all lateral & transverse cracks, which have swelled ¼ inch or greater, flush with the pavement surface to prevent tripping hazards. Re-stripe to match original pattern. (see location map).

ADA Compliance Work:

Install new detectable warning surface (DWS) at two (2) ADA ramps per City Standard Plan No. 121 (see location maps: Site08, Part 2 Ramp 2 & Part 4 Ramp 2). Remove and replace two (2) ADA ramps per City Standard Plan No. 121 (see location maps: Site08, Part 1, Ramp 1 & Part 2, Ramp 1). Grind trip hazard to smooth transition at Site 08, Part 2 Ramp 2, and Site 08, Part 4 Ramp 9.

SPECIAL INSTRUCTIONS:

1. Contractor to submit a 10% Bid Bond with bid package.
2. If awarded, this project requires a payment bond (for projects over \$25,000).
3. This project is subject to a 5% retention.
4. **The contractor is required to provide with the submittal of bid not less than three references indicating:**
 - A description of work including location/address and approximate cost of job.
 - A contact name, phone number and email address for City of Orange staff to contact and verify work experience.
 - Work references must demonstrate commensurate/equal type of experience and skill.
 - The contractor is required to provide the name, title, telephone number and email address of the individual to whom correspondence and communication should be directed during the duration of this work. Said individual is to have full knowledge of this work and the ability to consult/discuss with the City.
5. The City reserves the right to reject any contractor who they feel does not meet a qualifying work experience or satisfying references.
6. The City reserves the right to reject at any time any or all bids, or parts thereof, and to waive any variances, technicalities and informalities which do not impair the quality, or performance of the project.
7. All measurements and quantities listed in this RFB, are approximate.
8. The contractor is responsible for the repair of any existing site amenities, concrete, landscape, underground utilities, irrigation lines or sprinklers that are damaged during the implementation of this work. Any and all replacement work will be performed to the satisfaction of the City of Orange. Any damages to City or residential property resulting from the contractors work shall be repaired or replaced at the contractor's expense to the satisfaction of the City of Orange.
9. If/when street closures are required in completion of this work; the contractor must first gain permission from the City of Orange Traffic Division and will be responsible for preparation/submittal/approval of any required and/or related 'Traffic Control Plan'. The Contractor will also be responsible to follow guidelines for interior streets and/or general traffic control as specified within the 'California Watch Manual'.
10. The contractor is required to provide and post appropriate signage directing/re directing any and all pedestrian traffic in appropriate directions, per City of Orange.
11. All work as described within this RFB shall be completed by the final day of the approved schedule. Any work that is not completed, per the scheduled end date, will have Liquidated Damages assessed in the amount of \$500.00 per working day. A working day is understood to be Monday through Friday; not including weekends, holidays and rain delay days.

Location Maps:

See **Exhibit A** for site location maps and work limits for the following sites:

- Site 1 - Serrano
- Site 2 - Fred Barrera Park
- Site 3 - McPherson Athletic Facility
- Site 4 - Santiago Hills
- Site 5 - El Modena Trail
- Site 6 - Santiago Creek Bike Trail from Hart Park to Cambridge St.
- Site 7 – Hart Park
- Site 8 – Santiago Creek Bike Trail (Parts 1-4)

City Standard Plans:

See **Exhibit B** for applicable City of Orange Standard Plans.

RFB 23-24.07 Parking Lot Pavement
Rehabilitation and Resurfacing of Bike Trails and Walking Paths

BID SHEET

Date: 09/05/2023


Bid Submitted by: COREY R. KIRSCHNER

Company Name: ONYX PAVING COMPANY, INC.

Address: 2890 E. LA CRESTA AVE. ANAHEIM, CA 92806

E-mail Address: BIDS@ONYXPAVING.NET

Contact Name: COREY R. KIRSCHNER

 _____ Signature of Responsible Officer or Employee	<u>COREY R. KIRSCHNER -</u> <u>CEO, PRES, VP, SEC, TREA.</u> _____ Print Name
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The stated bid amount below constitutes the total dollar amount to perform the work described in the above scope of services to include all that is required to provide the work product and/or install all materials required to complete the work to a professional workmanship standard, and to install and apply all materials per all manufacturer's specifications and recommendations.

Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. Contractor represents that it is experienced in performing the work and will follow professional standards in performance of the work. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices.

BID SCHEDULE**Parking Lot Pavement Rehabilitation and Resurfacing of Bike Trails and Walking Paths
(Bid No. 23-24.07)**

ITEM NO.	QUANTITY	UNIT PRICE TO BE WRITTEN IN WORDS	UNIT PRICE	TOTAL
Concrete				
1	<u>7 EA</u>	<u>Remove Existing Curb and Sidewalk Access Ramp, and Construct New Ramp Per City Standard Plan No. 121 (All Types) with Detectable Warning Surface (Truncated Dome 4' x 3')</u>		
		<u>NINE THOUSAND</u> dollars and <u>ZERO</u> cents	<u>\$9,000</u>	<u>\$63,000</u>
2	<u>11 EA</u>	<u>Install Detectable Warning Surface (Truncated Dome 4'x3') Per City Standard Plan No. 121 On Existing Curb Ramp</u>		
		<u>ONE THOUSAND EIGHT HUNDRED</u> dollars and <u>ZERO</u> cents	<u>\$1,800</u>	<u>\$19,800</u>
3	<u>10 LF</u>	<u>Remove Existing and Construct New Concrete Cross Gutter Per City Standard Plan No. 119</u>		
		<u>THREE HUNDRED THIRTY THREE</u> dollars and <u>ZERO</u> cents	<u>\$333</u>	<u>\$3,330</u>
4	<u>2920 SF</u>	<u>Remove Existing Asphalt and Construct New Concrete Sidewalk Per City Standard Plan No. 118</u>		
		<u>TWENTY</u> dollars and <u>ZERO</u> cents	<u>\$20</u>	<u>\$58,400</u>
5	<u>1600 SF</u>	<u>Remove Existing and Construct New Concrete Driveway Per City Standard Plan No. 115</u>		
		<u>TWENTY FIVE</u> dollars and <u>ZERO</u> cents	<u>\$25</u>	<u>\$40,000</u>

Slurry

6	<u>1839 SY</u>	Type I Slurry Seal (Trails)		
		<u>TWELVE</u> dollars		
		and <u>ZERO</u> cents	<u>\$12</u>	<u>\$22,068</u>

ITEM NO.	QUANTITY	UNIT PRICE TO BE WRITTEN IN WORDS	UNIT PRICE	TOTAL
7	<u>825 LF</u>	Crack Sealing (Trails)		
		<u>SEVEN</u> dollars		
		and <u>ZERO</u> cents	<u>\$7</u>	<u>\$5,775</u>
8	<u>9556 SY</u>	Type II Slurry Seal (Parking Lots)		
		<u>THREE</u> dollars		
		and <u>THIRTY</u> cents	<u>\$3.30</u>	<u>\$31,534.80</u>
9	<u>430 LF</u>	Crack Sealing (Parking Lots)		
		<u>SEVEN</u> dollars		
		and <u>ZERO</u> cents	<u>\$7</u>	<u>\$3,010</u>

Striping

10	<u>15500 LF</u>	Striping (Trails and Parking Lots)		
		<u>FIVE</u> dollars		
		and <u>ZERO</u> cents	<u>\$5</u>	<u>\$77,500</u>

Asphalt

11	<u>3943 SY</u>	2" Cold Mill existing AC pavement		
		<u>NINE</u> dollars		
		and <u>ZERO</u> cents	<u>\$9</u>	<u>\$35,487</u>
12	<u>445 TON</u>	2" Asphalt Overlay		
		<u>ONE HUNDRED THIRTY</u> dollars		
		and <u>ZERO</u> cents	<u>\$130</u>	<u>\$57,850</u>

13	<u>886 SF</u>	Full Depth Patch existing AC pavement	<u>TWENTY</u> dollars and <u>ZERO</u> cents	<u>\$20</u>	<u>\$17,720</u>
14	<u>533 CY</u>	Unclassified Excavation – remove existing section of AC and AB at Site #7B2 Hart Park Baseball Field	<u>ONE HUNDRED EIGHTY</u> dollars and <u>ZERO</u> cents	<u>\$180</u>	<u>\$95,940</u>
15	<u>557 TON</u>	Place 5" Aggregate Base at Site #7B2 Hart Park Baseball Field	<u>SIXTY FIVE</u> dollars and <u>ZERO</u> cents	<u>\$65</u>	<u>\$36,205</u>
16	<u>357 TON</u>	Place 3" Asphalt Concrete at Site #7B2 Hart Park Baseball Field	<u>ONE HUNDRED THIRTY</u> dollars and <u>ZERO</u> cents	<u>\$130</u>	<u>\$46,410</u>
ITEM NO.	QUANTITY	UNIT PRICE TO BE WRITTEN IN WORDS	UNIT PRICE	TOTAL	
17	<u>627 CY</u>	Full Reconstruct at Site #4 Santiago Hills Parking Lot – Unclassified Excavation	<u>ONE HUNDRED EIGHTY</u> dollars and <u>ZERO</u> cents	<u>\$180</u>	<u>\$112,860</u>

18	<u>585 TON</u>	Place 6" Aggregate Base at Site #4 Santiago Hills Parking Lot	<u>SIXTY FIVE</u> and <u>ZERO</u>	dollars cents	<u>\$65</u>	<u>\$38,025</u>
19	<u>423 TON</u>	Place 3" Asphalt Concrete at Site #4 Santiago Hills Parking Lot	<u>ONE HUNDRED THIRTY THREE</u> and <u>ZERO</u>	dollars cents	<u>\$133</u>	<u>\$56,259</u>
20	<u>210 LF</u>	Grind Tripping Hazards	<u>THIRTY</u> and <u>ZERO</u>	dollars cents	<u>\$30</u>	<u>\$6,300</u>
21	<u>LS</u>	Mobilization	<u>FORTY FOUR THOUSAND</u> and <u>ZERO</u>	dollars cents	<u>\$44,000</u>	<u>\$44,000</u>
22	<u>LS</u>	Traffic Control	<u>NINETY ONE THOUSAND</u> <u>FIVE HUNDRED TWENTY SIX</u> and <u>TWENTY</u>	dollars cents	<u>\$91,526.20</u>	<u>\$91,526.20</u>

TOTAL BID AMOUNT \$ \$963,000

TOTAL BID AMOUNT WRITTEN IN WORDS:

NINE HUNDRED SIXTY THREE THOUSAND DOLLARS AND ZERO CENTS.

LEGEND: EA = each LF = linear feet SF = square feet SY = square yards
CY = cubic yards LS = lump sum

ONYX PAVING COMPANY, INC.

Company Name (Bidder)

PROPOSAL

TO THE CITY COUNCIL OF THE CITY OF ORANGE:

In compliance with the notice inviting bids, plans, specifications and other contract documents for the construction of **Bid No. 23-24.07: Parking Lot Pavement Rehabilitation and Resurfacing of Bike Trails and Walking Paths**, the undersigned has carefully examined: the location(s) of the proposed work, character, quality and quantity of work to be performed, conditions to be encountered, materials to be furnished and as to the requirements of the plans, specifications and other contract documents; agrees that submission of a bid shall be considered prima facie evidence that the bidder has made such examination; and proposes to furnish all labor, materials, tools, and equipment necessary to complete the work in accordance with said plans, specifications and other contract documents at the following unit or lump sum prices set forth in the schedule.

If awarded the contract, the undersigned agrees to commence the work under the contract within fifteen (15) days after the date of contract, and complete said work within **fifty five (55) working days** from the first day of commencement of such work unless legal extension is granted in accordance with the terms set forth in the specifications. If undersigned is awarded more than one zone, the work must be completed consecutively.

The undersigned agrees that the foregoing estimate of quantities of work to be done and materials to be furnished are approximate only, being given as basis for the comparison of bids.

The undersigned agrees that the City will not be held responsible if any of the approximate quantities shown in the foregoing bid shall be found incorrect, and shall not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission or mis-statement shall be discovered in the estimated quantities, it shall not invalidate this contract or release the undersigned from the execution and completion of the whole or part of the work herein specified, in accordance with the specifications and the plans herein mentioned and the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation otherwise than as provided for in this contract.

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

Accompanying this bid is BIDDER'S BOND - 10% (\$ _____)

NOTICE: Insert the words "Cash", "Certified Check", or "Bidder's Bond", as the case may be, in an amount equal to at least 10 percent of the total bid price, payable to the City of Orange to guarantee that the bidder will, if awarded the contract, promptly execute such contract in accordance with the bid and in the manner and form required by the contract documents, and will furnish good and sufficient bonds for the faithful performance of the same.

The undersigned deposits the above named security as a bid guaranty and agrees that it shall be forfeited to the City of Orange as liquidated damages in case this bid is withdrawn by the undersigned and the undersigned shall fail to execute a contract for doing said work and to furnish good and sufficient bonds in the form set forth in the specifications and contract documents of the City, with surety satisfactory to the City within 15 days after the bidder has received written notice of the award of the contract; otherwise, said security shall be returned to the undersigned.

Bidder hereby declares in writing, under penalty of perjury that all employees who will be performing labor, maintenance, delivery, installation or repair, will be those who are legally entitled to live and work in the United States. Further, the bidder as employer agrees to provide documentary proof of such eligibility (when requested by the City of any other authorized entity or agency). Bids are to be submitted for the entire work. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item. In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

(a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total 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;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the City of Orange Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the item total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the City of Orange, and that discretion will be exercised in the manner deemed by the City of Orange, to best protect the public interest in the prompt and economical completion of the work. The decision of the City of Orange respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

LIST OF SUBCONTRACTS

- A. The undersigned intends to subcontract a portion of this project to the following subcontracts (Note: Refer to Section 2.3 of the Standard Specifications and Section 4100 through 4113 of the California Contract Code for SUBCONTRACT DISCLOSURE REQUIREMENTS).

NAME OF SUBCONTRACTOR AND ADDRESS	LICENSE NO.	BID ITEM NUMBER(S)	PERCENT OF BID ITEM SUBBED	CHECK IF SPECIALTY	DESCRIBE WORK WHEN LESS THAN 100% OF WORK IS SUBBED	\$ AMOUNT BASED ON BID AMOUNT
<i>Pavement Rehab Company Anaheim, CA</i>	<i>1051374</i>	<i>Items 7, 9</i>	<i>100%</i>		<i>Crack Seal</i>	<i>\$ 19,000</i>
<i>American Asphalt South Riverside, CA</i>	<i>784969</i>	<i>Items 6+8</i>	<i>100%</i>		<i>Striping</i> <i>Slurry Seal</i>	<i>\$ 59,044</i>
<i>Lukes Striping La Habra, CA</i>	<i>922425</i>	<i>Item 10</i>	<i>100%</i>		<i>Striping</i>	<i>\$ 52,000</i>

- B. ☐ The undersigned DOES NOT INTEND to subcontract any portion of this project.

NOTE: The bidder shall check Box A or B as applicable. If the bidder does not check either box, it will be deemed that he has checked Box B.


 COREY R. KIRSCHNER -
 CEO, PRES, VP, SEC, TREAS.

 Signature of the Bidder

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____, has not X been convicted

within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

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

Public Contract Code Section 10162 Questionnaire

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

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

Yes _____ No X

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

N/A

Public Contract Code 10232 Statement

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

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Non-collusion Affidavit

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

To the CITY OF ORANGE – DEPARTMENT OF COMMUNITY SERVICES

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

Note: The above Non-collusion Affidavit is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit.

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

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

N/A

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

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

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

The undersigned bidder hereby represents as follows:

That no Councilman, officer, agent, or employee of the City of Orange, is personally interested, directly or indirectly, in the Contract, or the compensation to be paid hereunder:

That this bid is made without connection with any person, firm or corporation making a bid for the same work, and is in all respects fair, and without collusion or fraud.

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

Date: 09/05/2023

Sign



COREY R. KIRSCHNER

Here

CEO, PRES, VP, SEC, TREA.

Signature and Title of Bidder

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

NAME OF BIDDER ONYX PAVING COMPANY, INC.

BUSINESS P.O. BOX N/A

CITY, STATE, ZIP N/A

BUSINESS STREET ADDRESS 2890 E. LA CRESTA AVE.

(Please include even if P.O. Box is used)

CITY, STATE, ZIP ANAHEIM, CA 92806

PLACE OF BUSINESS (Include City & State) 2890 E. LA CRESTA AVE. ANAHEIM, CA 92806

PLACE OF RESIDENCE (Include City & State) 2890 E. LA CRESTA AVE. ANAHEIM, CA 92806

Telephone No. () 714-632-6699 Fax No.() N/A

Licensed in accordance with an Act providing for the registration of Contractors.

LICENSE NUMBER 630360

LICENSE CLASS A, C12

Bond No. N/A

**CALIFORNIA PUBLIC WORKS
PROPOSAL OR BID BOND**

TO WHOM IT MAY CONCERN:

WE, Onyx Paving Company, Inc. (CONTRACTOR) as Principal, and United Fire & Casualty Company (SURETY), a Corporation organized and existing under the laws of the State of Iowa and authorized to transact business in the State of California, as Surety, are held and firmly bound unto the **CITY OF ORANGE**, hereinafter called the Obligee, for the penal sum of **Ten Percent (10%) of the Amount of the Bid** as described herein and we each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by this Proposal/Bid Bond.

WHEREAS, the Principal is herewith submitting a proposal (bid) for

Bid No. 23-24.07 Parking Lot Pavement Rehabilitation and Resurfacing of Bike Trails and Walking Paths

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the Principal shall be awarded the contract, and the Principal does within the period specified therefor, or, if no period be specified, within ten (10) days after the notice of such award, enter into a contract and give bond or bonds as specified in the bidding or contract documents with good and sufficient surety of adequate financial size category rating acceptable to the Obligee for the faithful performance of the contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall be null and void. Otherwise the Principal and the Surety will pay to the Obligee the difference in money between the amount of the bid of the Principal and the amount for which the Obligee may legally contract with another party to perform the work if the latter amount be in excess of the former. In no event shall the liability hereunder exceed the penal sum hereof.

SIGNED AND SEALED this 1st day of September, 20 23.

Onyx Paving Company, Inc.

United Fire & Casualty Company

CONTRACTOR

NAME OF SURETY

BY: C. Corey R. Kirschner

BY: Melissa Lopez

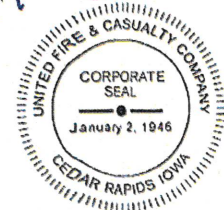
SECRETARY/TREASURER

ATTORNEY-IN-FACT

BY: C. Corey R. Kirschner

PRESIDENT/VICE PRESIDENT

NOTARY ACKNOWLEDGEMENTS ATTACHED



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 September 1, 2023 before me, Carly Bredal, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Corey R. Kirschner
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 Carly Bredal
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: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

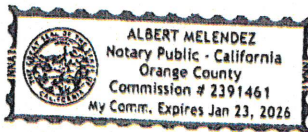
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Orange }

On SEP 01 2023, before me, Albert Melendez, Notary Public,
personally appeared Melissa Lopez

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) 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(x), or the entity upon behalf of which the person(x) acted, executed the instrument.

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



WITNESS my hand and official seal.

SIGNATURE 

PLACE NOTARY SEAL ABOVE

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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

ERIK JOHANSSON, JOAQUIN PEREZ, ALBERT MELENDEZ, JENNIFER ANAYA, MELISSA LOPEZ, CHRISTINA ROGERS,
 EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$25,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 24th day of August, 2024 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby: such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its
 vice president and its corporate seal to be hereto affixed this

24th day of August, 2022



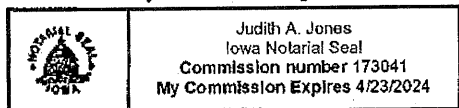
UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On 24th day of August, 2022, before me personally came Dennis J. Richmann

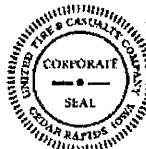
to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
 Notary Public
 My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
 this 1st day of September, 2023.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC



SURETY

United Fire & Casualty Company
United Fire & Indemnity Company
Financial Pacific Insurance Company

SURETY BOND SEAL ADDENDUM

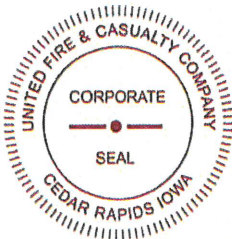
United Fire & Casualty Company
PO Box 73909
Cedar Rapids, Iowa 52407

United Fire & Casualty Company has authorized its Attorneys-in-Fact to affix United Fire & Casualty Company corporate seal to any bond executed on behalf of United Fire & Casualty Company by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of United Fire & Casualty Company by its Attorney-in-Fact, United Fire & Casualty Company hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 1st day of September, 2023.

United Fire & Casualty Company



By: Dennis J. Richmann
Dennis J. Richmann, Vice President



REFERENCES

PROJECT NAME: CITYWIDE ASPHALT REPAIRS PROJECT FY 21/22

PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: FEB 2022 - NOV 2022

CONSULTING COMPANY: CITY OF DANA POINT - 33282 GOLDEN LANTERN, DANA POINT, CA 92629

CONTACT PERSON: SCOTT FISHER 760-814-7226

ORIGINAL CONTRACT AMOUNT: \$1,595,000.00

FINAL CONTRACT AMOUNT: \$1,314,878.59

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: FIELD QUANTITIES DIFFERED FROM BID
SCHEDULE QUANTITIES

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: PALISADES PAVEMENT REPAIR, CC-07

PROJECT DESCRIPTION: PAVEMENT REPAIR

APPROXIMATE CONSTRUCTION DATES: SEP 2022

AGENCY: CITY OF LAGUNA NIGUEL - 30111 CROWN VALLEY PARKWAY, LAGUNA NIGUEL, CA 92677

CONTACT PERSON: JEFF METZ 949-362-4344

ORIGINAL CONTRACT AMOUNT: \$292,000.00

FINAL CONTRACT AMOUNT: \$199,999.65

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: FIELD QUANTITIES DIFFERED FROM BID
SCHEDULE QUANTITIES.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: 2021-2022 PAVEMENT REHABILITATION PROJECT

PROJECT DESCRIPTION: VARIOUS PAVEMENT REHABILITATION & CONCRETE IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: NOV 2022 - MARCH 2023

AGENCY: CITY OF ARCADIA - 240 W. HUNTINGTON DR, ARCADIA, CA 91007

CONTACT PERSON: JAN BALANAY 626-254-2726

ORIGINAL CONTRACT AMOUNT: \$1,727,000.00

FINAL CONTRACT AMOUNT: \$1,899,698.72

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: AGENCY HAD ADDITIONAL SCOPES OF WORK.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

ONYX PAVING COMPANY, INC.

2890 EAST LA CRESTA AVE, ANAHEIM, CA 92806 - TEL (714) 632-6699 - FAX (714) 632-1883



PROJECT NAME: 2020 RESIDENTIAL STREET REHABILITATION PROJECT

PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: JULY 2021 - NOV 2021

AGENCY: CITY OF SOUTH EL MONTE - 1415 SANTA ANITA AVE, SOUTH EL MONTE, CA 91733

CONTACT PERSON: OKAN DEMIRCI - 714-319-6137

ORIGINAL CONTRACT AMOUNT: \$614,000.00

FINAL CONTRACT AMOUNT: \$706,010.03

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: SCOPES OF WORK ADDED BY AGENCY

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: RESIDENTIAL STREET PAVEMENT REHABILITATION PROJECT, AREA 8

PROJECT DESCRIPTION: STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: JULY 2022 - OCT 2022

AGENCY: CITY OF DOWNEY - 11111 BROOKSHIRE AVE, DOWNEY, CA 90241

CONTACT PERSON: DESI GUTIERREZ 562-622-3468

ORIGINAL CONTRACT AMOUNT: \$3,227,00.00

FINAL CONTRACT AMOUNT: \$3,553,442.43

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: FIELD QUANTITIES DIFFERED FROM BID SCHEDULE QUANTITIES

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: SOBOBA STREET RESURFACING PROJECT

PROJECT DESCRIPTION: STREET REHABILITATION AND RECONSTRUCTION

APPROXIMATE CONSTRUCTION DATES: AUG 2022 - OCT 2022

AGENCY: RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT - 3525 14TH STREET, RIVERSIDE, CA 92507 CONTACT

PERSON: TRAI NGUYEN 951-961-5363

ORIGINAL CONTRACT AMOUNT: \$ 1,272,000.00

FINAL CONTRACT AMOUNT: \$1,160,284.10

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: FIELD QUANTITIES DIFFERED FROM BID SCHEDULE QUANTITIES

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

ONYX PAVING COMPANY, INC.

2890 EAST LA CRESTA AVE, ANAHEIM, CA 92806 - TEL (714) 632-6699 - FAX (714) 632-1883



PROJECT NAME: 2019/20 ARTERIAL AND MINOR STREETS MAINTENANCE PHASE 2

PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: DEC 2021 – NOV 2022

AGENCY: CITY OF RIVERSIDE – 3900 MAIN ST, RIVERSIDE, CA 92501

CONTACT PERSON: STEVEN HOWARD 951-826-5311

ORIGINAL CONTRACT AMOUNT: \$4,585,000.00

FINAL CONTRACT AMOUNT: \$4,558,151.40

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: FIELD QUANTITIES DIFFERED FROM BID SCHEDULE QUANTITIES

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: FY 2021-22 ANNUAL ROADWAY REHABILITATION AND SIDEWALK REPAIR

PROJECT DESCRIPTION: VARIOUS STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: JUNE 2022 - SEP 2022

AGENCY: CITY OF TUSTIN - 300 CENTENNIAL WAY, TUSTIN, CA 92780

CONTACT PERSON: JOANN WU 714-573-3157

ORIGINAL CONTRACT AMOUNT: \$2,442,000.00

FINAL CONTRACT AMOUNT: \$2,413,734.93

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: FIELD QUANTITIES DIFFERED FROM BID SCHEDULE QUANTITIES.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

ONYX PAVING COMPANY, INC.

2890 EAST LA CRESTA AVE, ANAHEIM, CA 92806 -- TEL (714) 632-6699 -- FAX (714) 632-1883



LARGE PROJECT REFERENCES

PROJECT NAME: CULVER DRIVE IMPROVEMENTS FROM WALNUT AVENUE TO I-5 FREEWAY

PROJECT DESCRIPTION: STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: SEPT 2022 – JAN 2023

CONSULTING COMPANY: CITY OF IRVINE - 6427 OAK CANYON, IRVINE, CA 92618

CONTACT PERSON: FARHAD BOLOURCHI 949-724-6689

ORIGINAL CONTRACT AMOUNT: \$1,677,000.00

FINAL CONTRACT AMOUNT: \$1,704,308.59

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: FIELD QUANTITIES DIFFERED FROM BID

SCHEDULE QUANTITIES

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: PHASING 6A - RESIDENTIAL STREET REHABILITATION

PROJECT DESCRIPTION: STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES:

CONSULTING COMPANY: CITY OF LA MIRADA - 15515 PHOEBE AVE, LA MIRADA, CA 90638

CONTACT PERSON: ERIC VILLAGRACIA 562-902-2373

ORIGINAL CONTRACT AMOUNT: \$4,242,000.00

FINAL CONTRACT AMOUNT: \$4,524,646.67

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: SCOPES OF WORK CHANGED BY AGENCY

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: ROCHESTER AVENUE PAVEMENT REHABILITATION

PROJECT DESCRIPTION: STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: MARCH 2022-AUG 2022

AGENCY: CITY OF RANCHO CUCAMONGA - 10500 CIVIC CENTER DRIVE, RANCHO CUCAMONGA, CA 91730

CONTACT PERSON: ROMEO DAVID 909-774-4070

ORIGINAL CONTRACT AMOUNT: \$1,727,000.00

FINAL CONTRACT AMOUNT: \$1,714,733.75

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: FIELD QUANTITIES DIFFERED FROM BID

SCHEDULE QUANTITIES

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

ONYX PAVING COMPANY, INC.

2890 EAST LA CRESTA AVE, ANAHEIM, CA 92806 – TEL (714) 632-6699 – FAX (714) 632-1883



REFERENCES

<u>GENERAL CONTRACTORS:</u>	<u>JOBS PERFORMED:</u>	<u>LOCATION:</u>	<u>AMOUNT:</u>
Fullmer Construction 1725 S. Grove Ave. Ontario, CA 91751 Ph: 909-947-9467 Fax: 909-947-2970 Contact: Casey Jones	Centerpointe Sycamore Bus. Park Hillwood Hofer Ranch Interchange A-E San Michelle Logistics Terra Francesco	Moreno Valley Riverside Ontario San Bernardino Moreno Valley Ontario	\$3,187,914.00 \$999,708.00 \$603,600.00 \$1,288,615.00 \$670,674.00 \$524,216.00
KCS West, Inc. 901 Corporate Ctr, Dr, 3 rd flr Monterey Park, CA 9174 Ph: 323-269-0020 Fx: 323-263-4576 Contact: Matthew Vawter	BP Refinery Maintenance Shop Carson		\$896,357.00
GMC Engineering, Inc. 1401 Warner Ave Tustin, CA 92780 Ph: 760-744-133 Fx: 714-247-1041 Contact: Gennady	Edison	Romoland	\$1,623,480.00
Lusardi Construction 1570 Linda Vista Dr. San Marcos, CA 92064 Ph: 760-744-3133 Fax: 760-744-9064 Contact Scott Staley	FEDEX - Otay Mesa Team Nissan Edge at Campus Carmax Seabridge	San Diego Oxnard El Segundo Oxnard Oxnard	\$1,335,530.00 \$669,075.00 \$541,385.00 \$606,443.00 \$329,460.00

ONYX PAVING COMPANY, INC.

2890 EAST LA CRESTA AVE, ANAHEIM, CA 92806 - TEL (714) 632-6699 - FAX (714) 632-1883

**Haagen Company, LLC**

12302 Exposition Blvd

Los Angeles, CA 90064

Ph: 310-820-1200

Fx: 310-820-1225

Contact: Chris Fahey

Empire Polo Club

Indio

\$1,036,745.00**ARCO National Construction Co.**

900 N. Rock Hill Rd

St. Louis, MO 63119

Ph: 314-963-0715

Fx: 314-963-7114

Contact: Chris Wilson

Scannell FEDEX

Burbank

\$1,125,958.00**Grant General Contractors**

5051 Avenida Encinas

Carlsbad, CA 92008

Ph: 760-438-7500

Fx: 760-438-3056

Contact: Pete Burrows

**Whittier Area Community
Church**

Whittier

\$625,920.00**Crevler BMW**

Santa Ana

\$30,600.00**ONYX PAVING COMPANY, INC.**

2890 EAST LA CRESTA AVE, ANAHEIM, CA 92806 -- TEL (714) 632-6699 -- FAX (714) 632-1883



ASPHALT RUBBER HOT MIX REFERENCES:

<u>GENERAL CONTRACTORS:</u>	<u>JOBS PERFORMED:</u>	<u>LOCATION:</u>	<u>AMOUNT:</u>
GMC ENGINEERING, INC. 1401 Warner Ave, Ste B. Tustin, CA 92780 Ph: 714-247-1040 Fx: 714-247-1041 Contact: Gennady Chizik	Katella Ave. St. Improv Various Projects	Los Alamitos	\$120,000.00
R.D OLSON CONSTRUCITON, INC. 2955 Main Street, 3 rd Floor Irvine, CA 92614 Ph: 949-474-2001 Fx: 949-474-1534 Contact: Jeremy Dunn	Lido House Hotel	Newport Beach	\$193,105.00

IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT COREY KIRSCHNER AT 714-632-6699 OR VIA EMAIL AT
COREY@ONYXPAVING.NET



CREDIT REFERENCES

ONYX PAVING COMPANY, INC
2890 E. LA CRESTA AVE
ANAHEIM, CA 92806

PHONE: (714) 632-6699
FAX: (714) 632-1883

DATE ESTABLISHED 1/4/90
TYPE OF WORK - ASPHALT PAVING

CORP. TAX ID. # 33-0394344
CONTRACTORS LIC. # 630360-A

PRESIDENT: COREY R. KIRSCHNER
BANK: BANK OF THE WEST

14029 SPRINGWATER LN. EASTVALE, CA 92880
4501 E. LA PALMA AVENUE, ANAHEIM, CA 92807
PHONE: (714) 777-9620 BRYAN PLOESSEL

INSURANCE AGENT: WOOD GUTMANN & BOGART

15901 RED HILL AVE., STE. 100, TUSTIN, CA 92780
PHONE: (714) 824-8384 MICHAEL TRAN

SURETY AGENT:

TURNER SURETY AND INSURANCE BROKERAGE, INC.
5 HUTTON CENTRE, STE. 730, SANTA ANA, CA 92707
PHONE: (714) 915-4032 JEREMY PENDERGAST

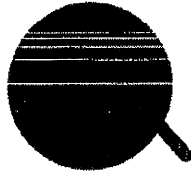
CREDIT REFERENCES:

MATICH CORP.	P.O. BOX 10, HIGHLAND, CA 92346	(909) 382-7400 Steve Matich
ALL AMERICAN	P.O. BOX 2229, CORONA, CA 92878	(951) 736-7600 Carl
KELTERITE CORP.	12231 PANGBORN AVE. DOWNEY, CA	(562) 401-0011 Gladys
VULCAN MATERIALS CO.	16013 E. FOOTHILL BLVD, IRVINDALE, CA 91702	(858) 530-9414 Debbie

GENERAL CONTRACTOR REFERENCES:

FULLMER CONSTRUCTION	1725 S. GROVE AVE., ONTARIO, CA 91761	(909) 947-9467 Casey Jones
BYROM-DAVEY, INC.	13220 EVENING CREEK DR. SOUTH #103, SAN DIEGO	(858) 513-7199 Steve Davey
PACIFIC CONST. GROUP	17895 SKY PARK CIR., IRVINE, CA 92614	(949) 748-1500 Mark Bundy
ERICKSON-HALL CONST. CO.	500 CORPORATE DR., ESCONDIDO, CA 92069	(760) 796-7700 Justin Sinnott

ONYX PAVING COMPANY, INC.
2890 EAST LA CRESTA AVE, ANAHEIM, CA 92806 - TEL (714) 632-6699 - FAX (714) 632-1883



ERICKSON-HALL CONST. CO.

500 CORPORATE DR., ESCONDIDO, CA 92069

(760) 796-7700 Justin Sinnott

RESUME

Corey Kirschner has over 20 years of experience both as an estimator and CEO. Corey is an experienced estimator and lead a majority of those years being the Chief Estimator before becoming CEO and President of Onyx Paving Company, Inc. Over the short period of time here at Onyx Paving, Corey has completed over 3,000 paving projects, allowing the company to gross over \$50 million dollars in the previous year.

Jay Kirschner, Senior Project Manager, holds a Bachelor's Degree from Chapman University and has 7 years of experience upholding the maintenance supervisor and lead estimator position for Onyx Paving. He leads our team, with the project managers under his direct supervision, in managing our productions and coordinating our field mobilizations for all projects.

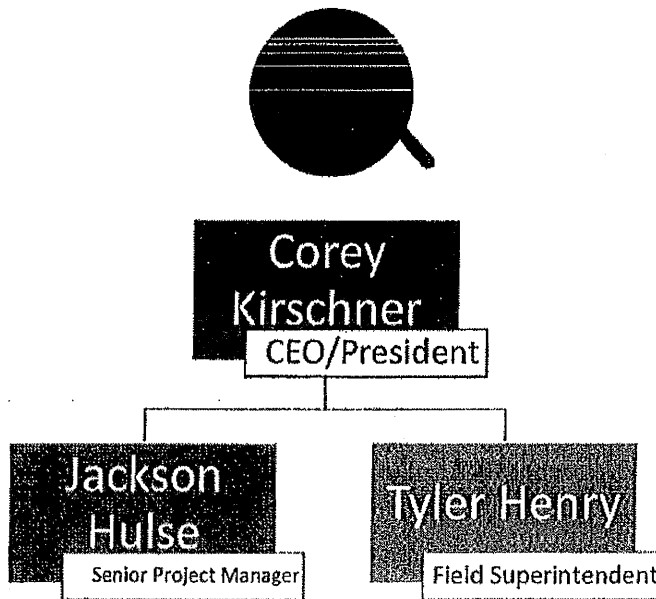
Tyler Henry, Field Superintendent, serves as the core of all field related matters. He has over 20 years of paving experience performing jobs that stretches from San Diego County to Ventura County. Tyler has been with Onyx in completing all of our Public Works projects. Overseeing the on-site laborers, cement masons, and operating engineers is one of his many responsibilities.

BACKLOG ALLOCATION:

Corey Kirschner, Jay Kirschner, and Tyler Henry oversee 100% of all current project in attached backlog.

ONYX PAVING COMPANY, INC.

2890 EAST LA CRESTA AVE, ANAHEIM, CA 92806 – TEL (714) 632-6699 – FAX (714) 632-1883



Key Individual Responsibilities:

Corey Kirschner

- Manage overall operations and resources of company
- Decision maker of corporation

Jackson Hulse

- Lead project management team with organization
- Overseeing overall project scheduling, budgeting, and dispatching on all projects
- Main point of communications between company and agencies

Tyler Henry

- Lead and manage on-site labors and operators
- Coordinate daily operations and project production
- Ensuring project quality expectations are met

STATE OF CALIFORNIA



CONTRACTORS STATE LICENSE BOARD

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

ONYX PAVING COMPANY INC

License Number 630360

to engage in the business or act in the capacity of a contractor in the following classifications:

A-- GENERAL ENGINEERING CONTRACTOR
C12 - EARTHWORK AND PAVING

Witness my hand and seal this day,

January 4, 2019

Issued October 9, 1991

Mario Richardson, Board Chair

This license is the property of the Registrar of Contractors,
is not transferable, and shall be returned to the Registrar
upon demand when suspended, revoked, or invalidated
for any reason. It becomes void if not renewed.

David R. Fogt, Registrar of Contractors



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **630360**

Entity **CORP**

Business Name **ONYX PAVING COMPANY INC**

Classifications **A C12**

Expiration Date **10/31/2023**

www.cslb.ca.gov



Contractor Information

Legal Entity Name
 ONYX PAVING COMPANY, INC.
 Legal Entity Type
 Corporation
 Status
 Active
 Registration Number
 1000004798
 Registration effective date
 7/1/2022
 Registration expiration date
 6/30/2023
 Mailing Address
 2890 E. LA CRESTA AVENUE ANAHEIM 92806 CA United States of America
 Physical Address
 2890 E. LA CRESTA AVENUE ANAHEIM 92806 CA United States of America
 Email Address
 Trade Name/DBA
 License Number(s)
 CSLB:630360

Registration History

Effective Date	Expiration Date
6/25/2018	6/30/2019
5/8/2017	6/30/2018
5/25/2016	6/30/2017
6/10/2015	6/30/2016
1/6/2015	6/30/2015
7/1/2019	6/30/2022
7/1/2022	6/30/2023

Legal Entity Information

Corporation Number:
 Federal Employment Identification Number:
 President Name:
 Vice President Name:
 Treasurer Name:
 Secretary Name:
 CEO Name:

Corey Kirschner

Agent of Service Name:
 Agent of Service Mailing Address:

Corey Kirschner
 2890 E La Cresta Ave Anaheim 92806 CA United States of America

Workers Compensation

Do you lease employees through Professional Employer
 Organization (PEO)? No
 Please provide your current workers compensation insurance
 information below:

PEO	PEO	PEO
PEO Information Name	Phone	Email

Insured by Carrier
 Policy Holder Name:
 Insurance Carrier:
 Policy Number:
 Inception date:
 Expiration Date:

ONYX PAVING COMPANY, INC.
 ZURICH AMERICAN INSURANCE COMPANY
 WC106300503
 10/1/2021
 10/1/2022



ONYX PAVING COMPANY, INC.
License # 630360 - DIR # 1000004798

**UNANIMOUS WRITTEN CONSENT OF
THE BOARD OF DIRECTORS OF
ONYX PAVING COMPANY, INC.,
(a California corporation)**

October 28, 2020

The undersigned director, constituting the entire board of directors (the "Board") of Onyx Paving Company, Inc., a California corporation (the "Corporation"), hereby takes the following actions, adopts the following resolutions, and transacts the following business, by written consent without a meeting, as of the date above written, pursuant to Section 307(b) of the General Corporation Law of the State of California and the Corporation's Bylaws:

Approval of Loan Transaction

WHEREAS, Corey Kirschner is currently the Corporation's Chief Executive Officer, and Chief Financial Officer (the "Officer") with authority to enter into contracts on behalf of the Corporation.

WHEREAS, the Corporation opportunities from time to time to bid on various governmental and non-governmental projects;

WHEREAS, after careful consideration, the Board has determined that the terms and conditions of the proposed project in the form of the bid attached hereto as Exhibit A (the "Project") are just and equitable and fair as to the Corporation and that it is in the best interests of the Corporation and its stockholder to submit the bid and complete the Project subject to the terms agreed upon by the parties.

NOW, THEREFORE, BE IT RESOLVED, the Board on behalf of the Corporation hereby approves and ratifies the Project in all respects, and hereby authorize and direct the Corporation to negotiate, execute, deliver and perform the terms of all documents, required in connection with the Project, together with such changes thereto as may be approved by the Officer executing the same on behalf of the Corporation (pursuant to the authorization provided herein), such approval of the Officer to be conclusively evidenced by its execution and delivery of same.

RESOLVED FURTHER, that the Officer may execute and deliver any and all agreements and any and all other documents and instruments, and take such further actions as may be necessary or appropriate, for the financing of the Corporation.

RESOLVED FURTHER, that the Officer is hereby authorized, directed, and empowered to execute and deliver any and all agreements and any and all other documents and instruments, and take such further actions as may be necessary or appropriate, for the consummation of the Project.

RESOLVED FURTHER, that the Officer, in the name of the Corporation, is hereby authorized, directed, and empowered to negotiate, execute and deliver to the applicable counterparty, any and all documents with respect to the Project and other instruments as may be reasonably requested, and the Officer on behalf of the Corporation is authorized from time to time to execute renewals or extensions or other instruments as may be necessary.

RESOLVED FURTHER, that the authority given hereunder shall be deemed retroactive and any and all acts authorized hereunder performed prior to the passage of this resolution are hereby ratified and affirmed.


The Secretary of the Corporation is directed to file the original executed copy of this Consent with the minutes of proceedings of the Corporation.

[Signature page follows]



ONYX PAVING COMPANY, INC.
License # 630360 - DIR # 1000004798

**IN WITNESS WHEREOF, the undersigned has executed this Unanimous Written
Consent of the Board of Directors as of the date first above written.**



Corey Kirschner

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

ONYX PAVING COMPANY INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=O corporation, S=S corporation, P=Partnership) **P**
(Enter check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner is an LLC or another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.)

☐ Other (see instructions)

4 Exemption codes apply only to certain entities, not individuals; see instructions on page 3.

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

Provide tax-exempt status code (if any)

5 Address (number, street, and apt. or suite no.) See instructions.

2880 EAST LA CRESA AVE

6 City, state, and ZIP code

ANAHEIM, CA 92806

7 List (booklet) number(s) here (optional)

Requester's name and address (optional)

Part III Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, if it is your employer identification number (EIN), if you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidance on whose number to enter.

Social security number

12345678901234567890

or

Employer identification number

12345678901234567890

Part IV Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part IV, later.

Sign
Here

Signature of
U.S. person

ANN RAYSON

Date

3/22/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (cancelled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What Is Backup Withholding*, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT! If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wood Gurnam & Bogart 15901 Red Hill Ave., Suite 100 Tustin CA 92780	CONTACT: Michael Tran TEL: 714-924-8384 FAX: 714-973-1770 EMAIL: mtran@wgbob.com
INSURER Onyx Paving Company, Inc. 2860 E. La Cuesta Avenue Anaheim CA 92808-1816	INSURANCE AFFORDED COVERAGE INSURER: West American Co. NA# 44389 INSURER: Zurich American Insurance Co. 18535 INSURER: AMERICAN ZURICH INS CO 40142 INSURER: INSURER: INSURER:

COVERAGES CERTIFICATE NUMBER: 1612732409 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED, OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAY CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	START DATE	END DATE	LIMITS
A COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR ONLY AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> \$500,000 <input type="checkbox"/> 1,000,000 <input type="checkbox"/> OTHER	BNK56627044	03/01/21	01/01/22	EACH OCCURRENCE \$2,000,000 AGGREGATE LIMIT \$10,000,000 MED EXP (per occurrence) \$10,000 PERSONAL & ADULTERY \$2,000,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMPLETED \$1,000,000
C AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRE AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIMIT \$500,000 EXCESS LIMIT CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$0	BAP103100002	10/01/20	10/01/21	OWNED AUTOMOBILE LIABILITY \$2,000,000 BODILY INJURY (Personnel) \$1,000,000 BODILY INJURY (Non-personnel) \$1,000,000 PROPERTY DAMAGE (Business) \$1,000,000
D WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER/OWNER'S FAMILY MEMBER Y/N <input type="checkbox"/> N/A Y/N <input type="checkbox"/> YES DESCRIPTION OF OPERATIONS/WORK	WGC168000032	03/01/20	12/31/21	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 X PER STATUTE EL EACH ACCIDENT \$1,000,000 EL DISEASE - 65 EMPLOYEES \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder(s) is/are named as additional insured per the attached endorsements as required by written contract subject to the terms & conditions of the policy.

GL Additional Insured Form #CG 20 10 04 13 and CG 20 87 04 13
GL Additional Insured State-Permit Form #CG 20 13 04 13
GL Primary and Non-Contributory Form #CG 20 01 04 13
GL Waiver of Subrogation Form #CG 88 10 04 13
GL Per Project Form #CG 88 70 12 08
See Attached...

CERTIFICATE HOLDER Onyx Paving Company, Inc. 2860 E. La Cuesta Ave. Anaheim CA 92808	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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State of California
Secretary of State

9

Statement of Information
(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT -- READ INSTRUCTIONS BEFORE COMPLETING THIS FORM.

1. **CORPORATE NAME**
ONYX PAVING COMPANY, INC.

2. **CALIFORNIA CORPORATE NUMBER**
C1659076

In the office of the Secretary of State
of the State of California

G076477

FILED

OCT-01 2018

This Space for Filing Use Only

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.
☐ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to item 17.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

	CITY	STATE	ZIP CODE
4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE			
2890 E. LA CRESTA AVE., ANAHEIM, CA 92808			
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY			
2890 E. LA CRESTA AVE., ANAHEIM, CA 92808			
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4			

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

	ADDRESS	CITY	STATE	ZIP CODE
7. CHIEF EXECUTIVE OFFICER/				
COREY KIRSCHNER	2890 E. LA CRESTA AVE., ANAHEIM, CA 92808			
8. SECRETARY				
COREY KIRSCHNER	2890 E. LA CRESTA AVE., ANAHEIM, CA 92808			
9. CHIEF FINANCIAL OFFICER/				
COREY KIRSCHNER	2890 E. LA CRESTA AVE., ANAHEIM, CA 92808			

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

	ADDRESS	CITY	STATE	ZIP CODE
10. NAME				
COREY KIRSCHNER	2890 E. LA CRESTA AVE., ANAHEIM, CA 92808			
11. NAME				
12. NAME				

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process If the agent is an individual, the agent must reside in California and item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1605 and item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS

COREY KIRSCHNER

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL. CITY STATE ZIP CODE
2890 E. LA CRESTA AVE., ANAHEIM, CA 92808

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
ASPHALT PAVING SERVICES

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

10/01/2018 AFSHIN HAKIM

ATTORNEY

DATE

TYPEPRINT NAME OF PERSON COMPLETING FORM

TITLE

SIGNATURE



State of California
Secretary of State

8

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

GB88157

FILED

In the office of the Secretary of State
of the State of California

JAN-03 2020

1. CORPORATE NAME

ONYX PAVING COMPANY, INC.

2. CALIFORNIA CORPORATE NUMBER

01659076

This Space for Filing Use Only

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

☒ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to item 17.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 6 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE CITY STATE ZIP CODE

5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY CITY STATE ZIP CODE

6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4 CITY STATE ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officers may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER ADDRESS CITY STATE ZIP CODE

8. SECRETARY ADDRESS CITY STATE ZIP CODE

9. CHIEF FINANCIAL OFFICER ADDRESS CITY STATE ZIP CODE

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME ADDRESS CITY STATE ZIP CODE

11. NAME ADDRESS CITY STATE ZIP CODE

12. NAME ADDRESS CITY STATE ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process If the agent is an individual, the agent must reside in California and item 13 must be completed with a California street address; a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1605 and item 13 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

01/03/2020 ANA BARBRA RAYPON

OFFICE MANAGER/CONTROLLER

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

SIGNATURE

SI-200 (REV. 04/03/15)

APPROVED BY SECRETARY OF STATE



APPLICATION FOR PUBLIC WORKS CONTRACTOR REGISTRATION

Registration Information

Type: Public Works

Period: 07/01/2023 06/30/2024

Contractor Information

Contractor Name: ONYX PAVING COMPANY, INC.

Trade Name:

License Type Number: 1000004798

Contractor Physical Address

Physical Business Country: United States of America

Physical Business City/ ANAHEIM
Province:

Physical Business Address: 2890 E. LA CRESTA AVENUE

Physical Business State: CA

Physical Business Postal 92806
Code:

Contractor Mailing Address

Mailing Country: United States of America

Mailing City/Province: ANAHEIM

Mailing Address: 2890 E. LA CRESTA AVENUE

Mailing State: CA

Mailing Postal Code: 92806

Contact Info

Daytime Phone:

Daytime Phone Ext.:

Mobile Phone:

Business Email: davidw@onypaving.com

Applicant's Email: davidw@onypaving.net

Workers' Compensation

Professional Employer Organization (PEO)

Do you lease employees through Professional Employer Organization? No

Workers' Compensation Overview

Carrier: ZURICH AMERICAN INSURANCE COMPANY
Inception Date: 10/01/2022
Policyholder Name: Onyx Paving Company Inc
Expiration Date: October 12, 2023
Policy Number: WC106300504

Certification

- Yes I certify that I do not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award
- Yes I certify that the contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.
- Yes I certify that one of the following is true: (1) I am licensed by the Contractors State License Board (CSLB) in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code; or (2) my business or trade is not subject to licensing by the CSLB.
- I understand refunds are not authorized

I, David Wiltfong, the undersigned, am , ONYX PAVING COMPANY, INC. with the authority to act for and on behalf of the above named contractor. I certify under penalty of perjury that all of the above information provided is true and correct. I further acknowledge that any untruthful information provided in this application could result in the certification being canceled.

I certify this on: 10:00 AM

Legal Entity Information

Legal Entity Type: Corporation

Name: ONYX PAVING COMPANY, INC.

Exhibit A

ONYX PAVING COMPANY, INC
2890 E. La Cresta Ave. Anaheim, CA 92806
Office: (714) 632-6699 Fax: (714) 632-1883
CSLB 630360
DIR 1000004798

Date:
Progress Payment #: 1
Invoice #:
Job Location:
Onyx Job #: 0

CITY OF ORANGE

PARKING LOT PAVEMENT REHABILITATION AND RESURFACING OF BIKE TRAILS AND WALKING PATHS (BID NO. 23-24.07) - PARKING LOT

PAY REQUEST MONTH ENDING:

BID ITEM	DESCRIPTION	QUANTITY	UMO	UNIT PRICE	TOTAL BID PRICE	THIS PERIOD BILLING		PREVIOUS BILLING		TOTAL BILLING TO DATE	
						BILLED QUANTITY	PERIOD BILLING	BILLED QUANTITY	PERIOD BILLING	BILLED QUANTITY	PERIOD BILLING
1	REMOVE EXISTING CURB AND SIDEWALK ACCESS RAMP, AND CONSTRUCT NEW RAMP PER CITY STANDARD PLAN NO. 121 (ALL TYPES) WITH DETECTABLE WARNING SURFACE (TRUNCATED DOME 4' X 3')	7	EA	\$ 9,000.00	\$ 63,000.00		\$ -	0.00	\$ -	0.00	\$ -
3	REMOVE EXISTING AND CONSTRUCT NEW CONCRETE CROSS GUTTER PER CITY STANDARD PLAN NO. 119	10	LF	\$ 333.00	\$ 3,330.00		\$ -	0.00	\$ -	0.00	\$ -
4	REMOVE EXISTING ASPHALT AND CONSTRUCT NEW CONCRETE SIDEWALK PER CITY STANDARD PLAN NO. 118	2,920	SF	\$ 20.00	\$ 58,400.00		\$ -	0.00	\$ -	0.00	\$ -
5	REMOVE EXISTING AND CONSTRUCT NEW CONCRETE DRIVEWAY PER CITY STANDARD PLAN NO. 115	1,600	SF	\$ 25.00	\$ 40,000.00		\$ -	0.00	\$ -	0.00	\$ -
8	TYPE II SLURRY SEAL (PARKING LOTS)	9,556	SY	\$ 3.30	\$ 31,534.80		\$ -	0.00	\$ -	0.00	\$ -
9	CRACK SEALING (PARKING LOTS)	430	LF	\$ 7.00	\$ 3,010.00		\$ -	0.00	\$ -	0.00	\$ -
10	STRIPING (TRAILS AND PARKING LOTS)	15,500	LF	\$ 5.00	\$ 20,500.00		\$ -	0.00	\$ -	0.00	\$ -
14	UNCLASSIFIED EXCAVATION - REMOVE EXISTING SECTION OF AC AND AB AT SITE #7B2 HART PARK BASEBALL FIELD	533	CY	\$ 180.00	\$ 95,940.00		\$ -	0.00	\$ -	0.00	\$ -
15	PLACE 5" AGGREGATE BASE AT SITE #7B2 HART PARK BASEBALL FIELD	557	TON	\$ 65.00	\$ 36,205.00		\$ -	0.00	\$ -	0.00	\$ -
16	PLACE 3" ASPHALT CONCRETE AT SITE #7B2 HART PARK BASEBALL FIELD	357	TON	\$ 130.00	\$ 46,410.00		\$ -	0.00	\$ -	0.00	\$ -
17	FULL RECONSTRUCT AT SITE #4 SANTIAGO HILLS PARKING LOT - UNCLASSIFIED EXCAVATION	627	CY	\$ 180.00	\$ 112,860.00		\$ -	0.00	\$ -	0.00	\$ -
18	PLACE 6" AGGREGATE BASE AT SITE #4 SANTIAGO HILLS PARKING LOT	585	TON	\$ 65.00	\$ 38,025.00		\$ -	0.00	\$ -	0.00	\$ -
19	PLACE 3" ASPHALT CONCRETE AT SITE #4 SANTIAGO HILLS PARKING LOT	423	TON	\$ 133.00	\$ 56,259.00		\$ -	0.00	\$ -	0.00	\$ -
20	GRIND TRIPPING HAZARDS	210	LF	\$ 30.00	\$ 6,300.00		\$ -	0.00	\$ -	0.00	\$ -
21	MOBILIZATION	1	LS	\$ 44,000.00	\$ 22,000.00		\$ -	0.00	\$ -	0.00	\$ -
22	TRAFFIC CONTROL	1	LS	\$ 91,526.20	\$ 20,000.00		\$ -	0.00	\$ -	0.00	\$ -
CONTRACT TOTALS					653,773.80		\$ -		\$ -		\$ -

LESS 5% RETENTION	\$ -
SUB-TOTAL	\$ -
LESS PREVIOUS PAYMENTS	\$ -
TOTAL AMOUNT DUE THIS PROG PAY	\$ -

Exhibit A

ONYX PAVING COMPANY, INC
 2890 E. La Cresta Ave. Anaheim, CA 92806
 Office: (714) 632-6699 Fax: (714) 632-1883
 CSLB 630360
 DIR 1000004798

Date:
 Progress Payment #: 1
 Invoice #:
 Job Location:
 Onyx Job #: 0

CITY OF ORANGE

PARKING LOT PAVEMENT REHABILITATION AND RESURFACING OF BIKE TRAILS AND WALKING PATHS (BID NO. 23-24.07) - BIKE TRAIL

PAY REQUEST MONTH ENDING:

BID ITEM	DESCRIPTION	QUANTITY	UMO	UNIT PRICE	TOTAL BID PRICE	THIS PERIOD BILLING		PREVIOUS BILLING		TOTAL BILLING TO DATE	
						BILLED QUANTITY	PERIOD BILLING	BILLED QUANTITY	PERIOD BILLING	BILLED QUANTITY	PERIOD BILLING
2	INSTALL DETECTABLE WARNING SURFACE (TRUNCATED DOME 4" X 3") PER CITY STANDARD PLAN NO. 121 ON EXISTING CURB RAMP	11	EA	\$ 1,800.00	\$ 19,800.00		\$ -	0.00	\$ -	0.00	\$ -
6	TYPE I SLURRY SEAL	1,839	SY	\$ 12.00	\$ 22,068.00		\$ -	0.00	\$ -	0.00	\$ -
7	CRACK SEALING (TRAILS)	825	LF	\$ 7.00	\$ 5,775.00		\$ -	0.00	\$ -	0.00	\$ -
10	STRIPING (TRAILS AND PARKING LOTS)	15,500	LF	\$ 5.00	\$ 57,000.00		\$ -	0.00	\$ -	0.00	\$ -
11	2" COLD MILL EXISTING AC PAVEMENT	3,943	SY	\$ 9.00	\$ 35,487.00		\$ -	0.00	\$ -	0.00	\$ -
12	2" ASPHALT OVERLAY	445	TON	\$ 130.00	\$ 57,850.00		\$ -	0.00	\$ -	0.00	\$ -
13	FULL DEPTH PATCH EXISTING AC PAVEMENT	886	SF	\$ 20.00	\$ 17,720.00		\$ -	0.00	\$ -	0.00	\$ -
21	MOBILIZATION	1	LS	\$ 44,000.00	\$ 22,000.00		\$ -	0.00	\$ -	0.00	\$ -
22	TRAFFIC CONTROL	1	LS	\$ 91,526.20	\$ 71,526.20		\$ -	0.00	\$ -	0.00	\$ -
CONTRACT TOTALS		\$ 309,226.20					\$ -		\$ -		\$ -

LESS 5% RETENTION	\$ -
SUB-TOTAL	\$ -
LESS PREVIOUS PAYMENTS	\$ -
TOTAL AMOUNT DUE THIS PROG PAY	\$ -