

**CITY OF COSTA MESA
PUBLIC WORKS AGREEMENT FOR
CITY PROJECT NO. 21-03**

THIS PUBLIC WORKS AGREEMENT ("Agreement"), dated February 1, 2022 ("Effective Date"), is made by the CITY OF COSTA MESA, a political subdivision of the State of California ("CITY"), and ALL AMERICAN ASPHALT, a California corporation ("CONTRACTOR").

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

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

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

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

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

1. SCOPE OF WORK.

The scope of work generally consists of but is not limited to: mobilization; clearing and grubbing; saw-cutting, removal and reconstruction of sidewalks, curb and gutters, driveway/driveway approaches, spandrel, cross gutters and Americans with Disabilities Act (ADA) ramps; removal and reconstruction of existing pavement; milling and overlaying with new asphalt; adjustment of manholes and water valves to grades; procurement and application of Slurry Seal Type II with 2.5% latex, crack sealing; notifications to businesses and residents; signing; striping; traffic control; and all other work as depicted within the plans and described within the specifications associated with the Project (the "Work").

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

The Project is known as the Citywide Parkway Maintenance, Street Rehabilitation, and Slurry Seal Project, City Project No. 21-03.

2. CONTRACT DOCUMENTS.

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

- (a) This Agreement;
- (b) CONTRACTOR's bid, attached hereto as Exhibit A and incorporated herein;
- (c) Bid package, including notice inviting bids, complete plans, profiles, detailed drawings and specifications, including general provisions and special provisions. The bid package is incorporated by this reference as if fully set forth herein;
- (d) Bid Addendum No. 1, dated July 22, 2021; Bid Addendum No. 2, dated July 29, 2021; and Bid Addendum No. 3, dated August 3, 2021. The bid addenda are incorporated by this reference as if fully set forth herein;
- (e) Faithful Performance Bond and Labor and Material Bond, including agent's Power of Attorney for each bond, attached hereto as Exhibit B and incorporated herein;
- (f) Drug-Free Workplace Policy, attached hereto as Exhibit C and incorporated herein; and
- (g) Provisions of the most current edition of The Greenbook: Standard Specifications for Public Works Construction ("The Greenbook"). Provisions of The Greenbook are incorporated by this reference as if fully set forth herein.

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

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

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

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

3. CITY'S REPRESENTATIVE.

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

4. CONTRACTOR'S PROJECT MANAGER; PERSONNEL.

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

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

This Paragraph 4 is a material provision of the Agreement.

5. SCHEDULE.

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

6. EQUIPMENT - PERFORMANCE OF WORK.

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

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

7. COMPENSATION.

CITY shall pay CONTRACTOR in accordance with the fee schedule set forth in CONTRACTOR's bid. CONTRACTOR's total compensation shall not exceed Two Million Eight Hundred Twenty-Eight Thousand One Dollar and Fifty Cents (\$2,828,001.50). Such amount includes CONTRACTOR's Bid Schedule Proposal (A) in the amount of Two Million Six Hundred Ninety-Eight Thousand Sixty-One Dollars (\$2,698,061.00) and CONTRACTOR's Additive Bid Schedule Proposal (B) in the amount of One Hundred Twenty-Nine Thousand Nine Hundred Forty Dollars and Fifty Cents (\$129,940.50).

8. ADDITIONAL SERVICES.

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

It is specifically understood that oral requests or approvals of such additional

services, change orders or additional compensation and any approvals from CITY shall be barred and are unenforceable.

9. PAYMENTS TO CONTRACTOR.

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

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

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

In the event that claims for property damage or bodily injury are presented to CITY arising out of CONTRACTOR's or any subcontractor's work under this Agreement, CITY shall give notice thereof to CONTRACTOR, and CONTRACTOR shall have thirty-five (35) days from the mailing of any such notice to evaluate the claim and to settle it by whole or partial payment, or to reject it, and to give notice of settlement or rejection to CITY. If CITY does not receive notice within the above-mentioned 35-day period that the claim has been settled, and if the Project Manager, after consultation with the City Attorney, determines that the claim is meritorious, CITY may pay the claim or a portion of it in exchange for an appropriate release from the claimant, and may deduct the amount of the payment from the retained funds that would otherwise be paid to CONTRACTOR upon completion of the Work; provided, however, that the maximum amount paid for any one claim pursuant to this provision shall be One Thousand Dollars (\$1,000.00), and the maximum amount for all such claims in the aggregate paid pursuant to this provision shall be Five Thousand Dollars (\$5,000.00).

10. PROMPT PAYMENT OF SUBCONTRACTORS.

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

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

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

11. TIME OF PERFORMANCE.

CONTRACTOR shall commence Work by the date specified in CITY's Notice to Proceed, unless a later date is agreed upon in writing by the parties. The Work shall be completed within eighty (80) working days from the first day of commencement of the Work.

12. TERMINATION.

(a) Termination for Convenience.

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

(b) Termination for Breach of Contract.

- (i) If CONTRACTOR refuses or fails to prosecute the Work or any severable part of it with such diligence as will ensure its timely completion, or if CONTRACTOR fails to complete the Work on time, or if CONTRACTOR, or any subcontractor, violates any of the provisions of the Contract Documents, the Project Manager may give written notice to CONTRACTOR and CONTRACTOR's sureties of the CITY's intention to terminate this Agreement; and, unless within five (5) days after the serving of that notice, such conduct shall cease and arrangements for the correction thereof be made to the satisfaction of the CITY, this Agreement may be terminated at the option of CITY effective upon CONTRACTOR's receipt of a second notice sent by the CITY indicating that the CITY has exercised its option to terminate.
- (ii) If CONTRACTOR is adjudged bankrupt or files for any relief under the Federal Bankruptcy Code or State insolvency laws, this Agreement shall automatically terminate without any further action or notice by CITY.
- (iii) If CONTRACTOR is in breach of any material provision of this Agreement,

CITY may immediately terminate this Agreement by providing written notice to CONTRACTOR of same.

13. LIQUIDATED DAMAGES.

In the event the Work is not completed, for any reason, within the time required including any approved extensions of time, and to the satisfaction of the Project Manager, CITY may, in addition to any other remedies, equitable and legal, including remedies authorized by Paragraph 12 (Termination) of this Agreement, charge to CONTRACTOR or its sureties, or deduct from payments or credits due CONTRACTOR, a sum equal to Six Thousand Two Hundred Fifty Dollars (\$6,250.00) as liquidated damages for each calendar day beyond the date provided for the completion of such Work.

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

14. PERFORMANCE BY SURETIES.

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

15. DISPUTES PERTAINING TO PAYMENT FOR WORK.

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

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

16. SUPERINTENDENCE BY CONTRACTOR.

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

17. INSPECTION BY CITY.

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

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

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

19. CONTRACT SECURITY AND GUARANTEE.

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

CONTRACTOR shall provide a certified copy of the certificate of authority of the surety issued by the Insurance Commissioner; a certificate from the clerk of the county in

which the court or officer is located that the certificate of authority of the surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted; and copies of the surety's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

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

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

20. INDEMNIFICATION.

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

CONTRACTOR shall comply with all of the provisions of the Workers' Compensation insurance laws and Safety in Employment laws of the State of California, including the applicable provisions of Divisions 4 and 5 of the California Labor Code and all amendments thereto and regulations promulgated pursuant thereto, and all similar State, Federal or local laws applicable; and CONTRACTOR shall indemnify and hold harmless CITY from and against all claims, liabilities, expenses, damages, suits, actions, proceedings and judgments, of every nature and description, including attorney fees, that may be presented, brought or recovered against CITY for or on account of any liability under or failure to comply with any of said laws which may be incurred by reason of any Work performed under this Agreement by CONTRACTOR or any subcontractor or others performing on behalf of CONTRACTOR.

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

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

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

21. INSURANCE.

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

CONTRACTOR shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an

insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by CITY:

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

- (i) Additional insureds: The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the CONTRACTOR pursuant to its contract with the City; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; automobiles owned, leased, hired, or borrowed by the CONTRACTOR."
 - (ii) Notice: "Said policy shall not terminate, nor shall it be canceled nor the coverage reduced, until thirty (30) days after written notice is given to CITY."
 - (iii) Other Insurance: "CONTRACTOR's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (c) Reporting Provisions. Any failure of CONTRACTOR to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (d) Insurance Applies Separately. CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (e) Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by CITY. No policy of insurance issued as to which the CITY is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.
- (f) Proof of Insurance. Prior to commencement of the Work, CONTRACTOR shall furnish CITY, through the Project Manager, proof of compliance with the above insurance requirements in a form satisfactory to City's Risk Management.
- (g) Non-Limiting. Nothing in this Paragraph 21 shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

22. PREVAILING WAGE REQUIREMENTS.

- (a) Prevailing Wage Laws. CONTRACTOR is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the

performance of other requirements on “public works” and “maintenance” projects. This Project is a “public works” project and requires compliance with the Prevailing Wage Laws. CONTRACTOR shall defend, indemnify and hold the CITY, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

(b) Payment of Prevailing Wages. CONTRACTOR shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is incorporated into this Agreement as if fully set forth herein. CONTRACTOR shall post a copy of such wage rates at all times at the project site(s).

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

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

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

also furnish each week to CITY's Project Administration Division a statement with respect to the wages of each of its employees during the preceding weekly payroll period.

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

23. COMPLIANCE WITH ALL LAWS.

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

24. DRUG-FREE WORKPLACE POLICY.

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

25. NON-DISCRIMINATION.

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

26. PROVISIONS CUMULATIVE.

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

27. NOTICES.

It shall be the duty and responsibility of CONTRACTOR to notify all tiers of subcontractors and material men of the following special notice provision; namely, all preliminary 20-day notices or stop notices shall be directed only to the City Clerk and to

no other department, and shall be either personally delivered or sent by certified mail, postage prepaid.

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

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

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

All American Asphalt
400 East Sixth Street
Corona, CA
Attn: Michael Farkas

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

[To be inserted following City Council approval.]

28. INDEPENDENT CONTRACTOR.

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

29. PERS ELIGIBILITY INDEMNIFICATION.

In the event that CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees' Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY,

CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

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

30. VALIDITY.

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

31. GOVERNING LAW.

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

32. NO THIRD PARTY BENEFICIARY RIGHTS.

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

33. ASSIGNABILITY.

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

34. WAIVER.

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

continuing waiver.

35. HEADINGS.

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

36. COUNTERPARTS.

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

37. CORPORATE AUTHORITY.

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

[Signatures appear on following page.]

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

CITY OF COSTA MESA,
A municipal corporation

Lori Ann Farrell Harrison
City Manager

Date: _____

CONTRACTOR

Mark Luer
President

Date: _____

Edward J. Carlson
Vice President

Date: _____

Michael Farkas
Secretary

Date: _____

ATTEST:

Brenda Green
City Clerk

Date: _____

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

DEPARTMENTAL APPROVAL:

Raja Sethuraman
Public Services Director

Date: _____

Seung Yang
Project Manager

Date: _____

ATTACHMENT 1

EXHIBIT A

CONTRACTOR'S BID

ATTACHMENT 1
BID ADDENDUM NO. 2

SECTION C
PROPOSAL
FOR THE
CITYWIDE PARKWAY MAINTENANCE, STREET REHABILITATION,
AND SLURRY SEAL PROJECT, CITY PROJECT NO. 21-03

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

Dear Council Members:


In compliance with the NOTICE INVITING BIDS FOR THE **CITYWIDE PARKWAY MAINTENANCE, STREET REHABILITATION, AND SLURRY SEAL PROJECT, CITY PROJECT NO. 21-03**, a copy which is hereto attached, the undersigned has carefully examined the location of the proposed Work, the Plans, Specifications and other Contract Documents and is therefore satisfied as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and materials to be furnished and as to the requirements of the specifications and the Contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the BIDDER has made such examination.

If awarded the Contract, the undersigned agrees to commence the Work under the Contract **WITHIN TEN (10) WORKING DAYS AFTER DATE OF CONTRACT, AND COMPLETE SAID WORK WITHIN ONE HUNDRED (80) WORKING DAYS** from the first day of commencement of such work unless legal extension is granted in accordance with the terms set forth in the specifications, and to perform and complete the Work as shown on the Plans and in accordance with the Specifications and other Contract Documents, and to furnish all labor, materials, tools and equipment necessary to complete the Work in-place therefor, in the manner and time herein prescribed at the following prices, to wit:

ATTACHMENT 1

BID ADDENDUM NO. 2

BID SCHEDULE PROPOSAL (A)					
ITEM #	BID ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE (in figures)	ITEMS TOTAL (in figures)
1	Mobilization and Project Scheduling	1	L.S.	\$154,382.00	\$ 154,382.00
2	Additional Work Items	1	F.A.	\$ 100,000	\$ 100,000
3	Temporary Traffic Control	1	L.S.	\$ 51,700.00	\$ 51,700.00
4	Install Lane Markings, Striping Pavement Legends, and Raised Pavement Markers (RPM)	1	L.S.	\$ 41,000.00	\$ 41,000.00
4A	Install Lane Markings, Striping Pavement Legends, Green Bike Zones, and Raised Pavement Markers (RPM) along Placentia Avenue (from Adams Ave. to Wilson St.). <i>Striping and marking plans to be submitted to contractor after contract award.</i>	1	L.S.	\$ 64,200.00	\$ 64,200.00
Phase I: Parkway Concrete:					
5	Remove & Reconstruct Concrete Sidewalk (4-inch Concrete over 4-inch C.M.B.) including ADA ramps	11,500	S.F.	\$10.50	\$ 120,750.00
6	Remove Existing and Reconstruct C-6 Curb & Gutter over 6" CMB with 2' A.C. Slot Pave	5,500	L.F.	\$70.00	\$ 385,000.00
7	Remove Existing and Reconstruct C-8 Curb & Gutter over 6" CMB with 2' A.C. Slot Pave	550	L.F.	\$61.00	\$ 33,550.00
8	Remove & Reconstruct P.C.C. Cross-Gutter, Spandrel, Local Depression, and P.C.C. Pad (8" Concrete over 8" inch C.M.B) with 3' A.C. Slot Pave	2,600	S.F.	\$ 24.50	\$ 63,700.00
9	Remove Existing and Reconstruct P.C.C. Driveway Approach (6-inch Concrete over 6-inch C.M.B)	650	S.F.	\$ 15.75	\$ 10,237.50
9A	Remove Existing Asphalt Concrete (A.C.) Driveway and Reconstruct New P.C.C. Driveway Approach (6-inch Concrete over 6-inch C.M.B) at 1801 Whittier Ave. (actual location along W. 18th St.) per City Engineer Direction	1,000	S.F.	\$ 14.50	\$ 14,500.00
10	Remove & Reconstruct Miscellaneous AC Pavement	55	TONS	\$133.50	\$ 7,342.50
11	Paint Curb Existing Color	120	L.F.	\$ 3.05	\$ 366.00
12	Root Prune and Install Root Barrier	700	L.F.	\$ 65.00	\$ 45,500.00
13	Install Truncated Domes (ADA ramps)	16	EA	\$ 793.00	\$ 12,688.00


 Bidder's Initials

ATTACHMENT 1

BID ADDENDUM NO. 2


BID SCHEDULE PROPOSAL (A) [Continued]					
ITEM #	BID ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE (in figures)	ITEMS TOTAL (in figures)
Phase II: Street Rehabilitation:					
14	Cold Mill (2-inch Minimum Depth)	265,000	S.F.	\$ 0.22	\$ 58,300.00
15	Remove & Reconstruct Asphalt Concrete (A.C.) 6-inch Minimum Depth, including Excavation	1,100	TONS	\$ 133.50	\$ 146,850.00
16	Type "B" Asphalt Concrete (A.C.) Base Course (Paving Machine)	1,320	TONS	\$70.50	\$ 93,060.00
17	Type "D" Asphalt Concrete (A.C.) Leveling Course (Paving Machine)	1,100	TONS	\$73.50	\$ 80,850.00
18	Type "C" Asphalt Concrete (A.C.) Overlay (Paving Machine) – Surface Course	9,700	TONS	\$ 70.50	\$ 683,850.00
19	Install "Mirafi® 600X" Subgrade Fabric or Approved Equal	16,500	S.F.	\$ 0.40	\$ 6,600.00
20	Install "PETROMAT®" Fabric or Approved Equal	167,000	S.F.	\$ 0.25	\$ 41,750.00
21	Install Blue Raised Pavement Markers (BRPM)	80	EA	\$ 20.00	\$ 1,600.00
22	Adjust and Reset Existing Survey Monuments and Ties by California Licensed Land Surveyor	50	EA	\$ 475.00	\$ 23,750.00
23	Adjust Manhole Covers to Grade	85	EA	\$ 1,060.00	\$ 90,100.00
24	Adjust Water Valves to Grade	65	EA	\$ 405.00	\$ 26,325.00
Phase III: Slurry Seal:					
25	Slurry Seal Type II with 2.5% Latex	1,000	ELT	\$ 269.00	\$ 269,000.00
26	Crack Seal	1	L.S.	\$ 71,110.00	\$ 71,110.00
TOTAL BID PROPOSAL FIGURES:				\$ 2,698,061.00	

TOTAL BID PROPOSAL (Words):

TWO MILLION SIX HUNDRED NINETY-EIGHT THOUSAND SIXTY-ONE DOLLARS AND ZERO CENTS

The award of the Contract shall be based on the lowest responsive Bid amount, and the City reserves the right to delete one or more bid items and/or to increase and/or to decrease bid items' quantities.

The CITY also reserves the right to reject all Bids.


Bidder's Initials

ATTACHMENT 1

BID ADDENDUM NO. 2

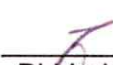
ADDITIVE BID SCHEDULE PROPOSAL (B)					
ITEM #	BID ITEM DESCRIPTION	EST. QTY	UNIT	UNIT PRICE (in figures)	ITEMS TOTAL (in figures)
E. 17TH STREET REHABILITATION (FROM NEWPORT BLVD. TO MEDIAN NOSE)					
B1	Cold mill (2" Depth)	37,400	S.F.	\$ 0.94	\$ 35,156.00
B2	2" Asphalt Concrete (A.C.) overlay Pavement (ARHM)	452	TON	\$ 171.00	\$ 77,292.00
B3	Adjust Water Valves to Grade	3	EA	\$ 1,025.00	\$ 3,075.00
B4	Install Blue Raised Pavement Markers (BRPM)	3	EA	\$ 20.50	\$ 61.50
B5	Install Type "D" Traffic Signal Loops	6	EA	\$ 364.00	\$ 2,184.00
B6	Install Type "E" Traffic Signal Loops	10	EA	\$ 338.00	\$ 3,380.00
B7	Install Lane Markings, Striping, Pavement Legends, and Raised Pavement Markers (RPM)	1	LS	\$8,792.00	\$ 8,792.00
COST OF MOBILIZATION AND TRAFFIC CONTROL TO BE INCLUDED IN BID SCHEDULE PROPOSAL (A)					

TOTAL ADDITIVE BID AMOUNT (B) FIGURES: \$ 129,940.50

TOTAL ADDITIVE BID AMOUNT (B) (Words):

ONE HUNDRED TWENTY-NINE THOUSAND NINE HUNDRED FORTY DOLLARS
AND FIFTY CENTS

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


Bidder's Initials

ATTACHMENT 1


BID ADDENDUM NO. 2

ADDITIVE BID SCHEDULE PROPOSAL (C)					
ITEM #	BID ITEM DESCRIPTION	EST. QTY	UNIT	UNIT PRICE (in figures)	ITEMS TOTAL (in figures)
MESA DRIVE (FROM ELDEN AVE. TO CLUB MESA PL.) CONCRETE PARKWAY CONSTRUCTION					
C1	Remove Existing and Construct New Concrete Sidewalk [4-inch Concrete over 4-inch Crushed Miscellaneous Base (C.M.B.)]	2,970	S.F.	\$ 12.50	\$ 37,125.00
C2	Remove Existing and Reconstruct C-8 Curb & Gutter over 6" Crushed Miscellaneous Base (C.M.B.) with 2-foot Asphalt Concrete (A.C.) slot pave	240	L.F.	\$ 122.00	\$ 29,280.00
C3	Remove Existing and Reconstruct P.C.C. Driveway Approach per Costa Mesa Std. Plan 513	1,295	S.F.	\$ 18.75	\$ 24,281.25
C4	Paint Curb Existing Color	30	L.F.	\$ 3.10	\$ 93.00
C5	Install Truncated Domes	6	EA	\$ 963.00	\$ 5,778.00
C6	Remove Existing and Construct Retaining Wall Variable Height (4ft max)	380	L.F.	\$ 351.00	\$ 133,380.00
C7	Removal and/or Restoration of existing improvements (fences, planters, parkway concrete, landscaping)	1	FA	\$ 7,000	\$ 7,000
COST OF MOBILIZATION AND TRAFFIC CONTROL TO BE INCLUDED IN BID SCHEDULE PROPOSAL (A)					
TOTAL ADDITIVE BID AMOUNT (C) FIGURES:				\$ 236,937.25	

TOTAL ADDITIVE BID AMOUNT (C) (Words):

TWO HUNDRED THIRTY-SIX THOUSAND NINE HUNDRED THIRTY-SEVEN DOLLARS
AND TWENTY-FIVE CENTS

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


Bidder's Initials

ATTACHMENT 1

BID ADDENDUM NO. 2

PROPOSAL BID SCHEDULE
(CONTINUED)


NOTES:

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

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

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

5. Bidder declares that it has read and understands Items 14 & 15 of Information for Bidders (Page B-2 and B-3).
6. Bidder agrees to initial or notarize (if applicable) all pages on P-1, P-1a, P-1b, and P1-c and uploaded onto *PlanetBids*.


Bidder's Initials

PROPOSAL SCHEDULE **(CONTINUED)**

(Please Type or Print)

Total Amount for Base Bid (in written words) TWO MILLION SIX HUNDRED NINETY-EIGHT THOUSAND SIXTY-ONE DOLLARS AND ZERO CENTS

(\$ 2,698,061.00)
in figures

Contractor's Lawful Name: All American Asphalt

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

Contractor's License No. 267073 Expiration: 01/31/2022

Contractor's Taxpayer I.D. Number: 95-2595043

Contractor's DIR Registration Number: 1000001051

Signature: [Signature] Date: 7/29/2021

Michael Farkas, Secretary

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

Telephone Number: (951) 736-7600 Mobile No.: () N/A

Fax Number: (951) 736-7600 E-mail: publicworks@allamericanasphalt.com

24-Hour Emergency Contacts:

Rick Selph, Superintendent
Name

Telephone Number: (951) 736-7600

Mobile No.: (951) 453-4645

Name

Telephone No.: ()

Mobile No.: ()

Name

Telephone No.: ()

Mobile No.: ()

[Signature]
Bidder's Initials

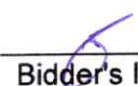
**PROPOSAL SCHEDULE
(CONTINUED)**

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

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

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

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


Bidder's Initials

Project and Specification No. 21-03

Respectfully Submitted,

All American Asphalt
 Contractor's Business Name
 400 East Sixth Street
 Business Address: Street
 Corona CA 92879
 City State Zip
 951-736-7600
 Business Phone Number
 Michael Farkas, Secretary
 Name Title
 Corona CA 92879
 City State Zip

Michael Farkas, Secretary
 Contractor Title
 Secretary
 Signed By Title
 267073 A, C-12 01/31/2022
 Contractor's License No. and Classification Exp. Date
 7/29/2021
 Date
 400 East Sixth Street, Corona, CA 92879
 Residence: Street
 951-736-7600
 Residence phone Number

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

☒ Corporation

Taxpayer I.D. Number: 95-2595043

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

Can Sign	Must Sign
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

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

☐ Partnership or Joint Ventures

Taxpayer I.D. Number: N/A

Name N/A

Address

Name

Address

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

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

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

Corporation

Mark Luer, President

Edward J. Carlson, Vice President

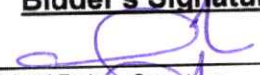
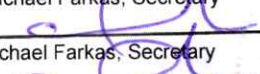
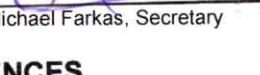
Michael Farkas, Secretary

Bidder's Initials

ATTACHMENT 1

Project and Specification No. 21-03

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


<u>Addendum No.</u>	<u>Date Received</u>	<u>Bidder's Signature</u>
<u>1</u>	<u>07/22/2021</u>	<u></u> Michael Farkas, Secretary
<u>2</u>	<u>07/29/2021</u>	<u></u> Michael Farkas, Secretary
<u>3</u>	<u>08/03/2021</u>	<u></u> Michael Farkas, Secretary

CONSTRUCTION PROJECT REFERENCES

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

<u>Date Project Awarded</u>	<u>Awarding Agency</u>	<u>Agency's Contract Administrator Contact Information</u>
-----------------------------	------------------------	--

(See Attached Past Project References)


Bidder's Initials



CITY OF COSTA MESA

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

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

DATE: JULY 22, 2021

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: BID ADDENDUM NO. 1 – CITYWIDE PARKWAY MAINTENANCE, STREET REHABILITATION, AND SLURRY SEAL PROJECT, CITY PROJECT NO. 21-03

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

Received by: 
Edward J. Carlson, Vice President

Company: All American Asphalt

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

BID OPENING DATE: AUGUST 3, 2021

BID OPENING TIME: NO CHANGE

BID OPENING PLACE: NO CHANGE

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

BID OPENING DATE:

The bid opening date, which was scheduled for Tuesday, July 27, 2021, at 2:00 p.m., has been postponed to Tuesday, August 3, 2021 at 2:00 p.m.

The contents of this addendum shall have precedence over all related provisions within the contract documents. It is the intent of the City to clarify the above-mentioned items to all bidders and should it be necessary to request clarification on these matters, please contact Seung Yang at (714) 754-5633.

Please acknowledge receipt of all addenda on the Proposal Page "P-4."

Sincerely,



Seung Yang
City Engineer

Kenona Nazari

From: Kenona Nazari
Sent: Monday, July 26, 2021 8:39 AM
To: ZUAZO, JANET
Subject: RE: Acknowledgement - Addendum No. 1 - 21-07 & Addendum No. 1 - 21-03

Good morning, thank you for the email. Have a wonderful day.

If you should have any questions please feel free to contact me.

Thank you

Kenona Nazari
Contract Administrator
400 East Sixth Street
Corona, CA 92879
kenona.nazari@allamericanasphalt.com
Phone: (951) 736-7600 ext. 236
Fax: (951) 736-7646



From: ZUAZO, JANET <JANET.ZUAZO@costamesaca.gov>
Sent: Monday, July 26, 2021 8:38 AM
To: Kenona Nazari <kenona.nazari@allamericanasphalt.com>
Subject: RE: Acknowledgement - Addendum No. 1 - 21-07 & Addendum No. 1 - 21-03

Hello,

Received.



Thank you,

Janet Zuazo
Administrative Secretary
Public Services Department
77 Fair Drive | Costa Mesa | CA 92626
P: (714) 754-5029 | F: (714) 754-5028



ATTACHMENT 1

City Hall is open to the public. For expedited service, [appointments](#) are strongly encouraged.

~ The City of Costa Mesa serves our residents, businesses and visitors while promoting a safe, inclusive and vibrant community ~



PLEASE CONSIDER THE ENVIRONMENT BEFORE PRINTING THIS EMAIL. THANK YOU!

From: Kenona Nazari <kenona.nazari@allamericanasphalt.com>

Sent: Friday, July 23, 2021 3:09 PM

To: ZUAZO, JANET <JANET.ZUAZO@costamesaca.gov>

Subject: Acknowledgement - Addendum No. 1 - 21-07 & Addendum No. 1 - 21-03

Janet,

Please see the following acknowledgments for the two upcoming bids as follows:

- Citywide Parkway Maintenance Project No. 21-03
- Randolph Avenue Project No. 21-07

If you should have any questions please feel free to contact me.

Thank you

Kenona Nazari

Contract Administrator

400 East Sixth Street

Corona, CA 92879

kenona.nazari@allamericanasphalt.com

Phone: (951) 736-7600 ext. 236

Fax: (951) 736-7646





CITY OF COSTA MESA

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

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

DATE: JULY 29, 2021

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: BID ADDENDUM NO. 2 – CITYWIDE PARKWAY MAINTENANCE, STREET REHABILITATION, AND SLURRY SEAL PROJECT, CITY PROJECT NO. 21-03

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

Received by: 
Michael Farkas, Secretary

Company: All American Asphalt

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

This Bid Addendum No. 2, effective on this date, addresses and modifies the following items:

- For this City Project No. 21-03, the entire SECTION C, which is the *Bid Schedule Proposal "A" and Additive Bid Schedule Proposals "B" and "C"* (pages P-1 through P-1e) SHALL be replaced in its entirety with the revised SECTION C attached herewith.
- The number of working days for this project (City Project No. 21-03) SHALL be changed to **EIGHTY (80) working days**, instead of the original ONE HUNDRED (100) working days.
- Liquidated damages for this project (City Project No. 21-03) SHALL be changed to **\$6,250 per each calendar day**, instead of the original \$8,100 per each calendar day.
- The remainder of the *Bid Contract Documents and Specifications* shall remain unchanged.

This Bid Addendum No. 2 must be acknowledged by signing on page "P-4" of the *Bid Contract Documents and Specifications*.

The contents of this addendum shall have precedence over all related provisions within the contract documents. It is the intent of the City to clarify the above-mentioned items to all bidders. Should it be necessary to request clarification on these matters, please contact Cristina Oquendo via email: cristina.oquendo@costamesaca.gov.

ATTACHMENT 1

Bid Addendum No. 2
Project and Specifications No. 21-03

Please acknowledge receipt of **ALL two (2)** addenda (Bid Addendums No. 1 and No. 2) by signing on page "P-4" of the proposal within the bid contract documents.

Sincerely,



Seung Yang, P.E.
City Engineer

Kenona Nazari

From: Kenona Nazari
Sent: Tuesday, August 3, 2021 8:11 AM
To: ZUAZO, JANET
Subject: RE: Acknowledgement of Addendum No. 2 - Citywide Parkway Maint. 21-03 & Addendum No. 2 - Randolph Avenue 21-07

Thank you.

If you should have any questions please feel free to contact me.

Thank you

Kenona Nazari
Contract Administrator
400 East Sixth Street
Corona, CA 92879
kenona.nazari@allamericanasphalt.com
Phone: (951) 736-7600 ext. 236
Fax: (951) 736-7646



From: ZUAZO, JANET <JANET.ZUAZO@costamesaca.gov>
Sent: Tuesday, August 3, 2021 7:50 AM
To: Kenona Nazari <kenona.nazari@allamericanasphalt.com>
Subject: RE: Acknowledgement of Addendum No. 2 - Citywide Parkway Maint. 21-03 & Addendum No. 2 - Randolph Avenue 21-07

Hello,

Received.

Thank you,

Janet Zuazo
Administrative Secretary
Public Services Department
77 Fair Drive | Costa Mesa | CA 92626



P: (714) 754-5029 | F: (714) 754-5028



City Hall is open to the public. For expedited service, [appointments](#) are strongly encouraged.

~ The City of Costa Mesa serves our residents, businesses and visitors while promoting a safe, inclusive and vibrant community ~



PLEASE CONSIDER THE ENVIRONMENT BEFORE PRINTING THIS EMAIL. THANK YOU!

From: Kenona Nazari <kenona.nazari@allamericanasphalt.com>

Sent: Tuesday, August 3, 2021 7:13 AM

To: ZUAZO, JANET <JANET.ZUAZO@costamesaca.gov>

Subject: FW: Acknowledgement of Addendum No. 2 - Citywide Parkway Maint. 21-03 & Addendum No. 2 - Randolph Avenue 21-07

From: Kenona Nazari

Sent: Tuesday, August 3, 2021 7:11 AM

To: Janet Zuazo (JANET.ZUAZO@costamesaca.gov) <JANET.ZUAZO@costamesaca.gov>

Subject: Acknowledgement of Addendum No. 2 - Citywide Parkway Maint. 21-03 & Addendum No. 2 - Randolph Avenue 21-07

Janet,

Good morning, I am emailing you acknowledging the receipt of Addendum No. 2 for both bids today Citywide Parkway Maintenance CIP NO. 21-03 and Randolph Avenue and St Clair Street 21-07. Have a wonderful day.

If you should have any questions please feel free to contact me.

Thank you

Kenona Nazari

Contract Administrator

400 East Sixth Street

Corona, CA 92879

kenona.nazari@allamericanasphalt.com

Phone: (951) 736-7600 ext. 236

Fax: (951) 736-7646





CITY OF COSTA MESA

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

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

DATE: AUGUST 3, 2021

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: BID ADDENDUM NO. 3 – CITYWIDE PARKWAY MAINTENANCE, STREET REHABILITATION, AND SLURRY SEAL PROJECT

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

Received by: 
Michael Farkas, Secretary

Company: All American Asphalt

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

BID OPENING DATE: AUGUST 5, 2021

BID OPENING TIME: NO CHANGE

BID OPENING PLACE: NO CHANGE

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

BID OPENING DATE:

The bid opening date has been postponed to Thursday, August 5, 2021 at 11:00 a.m.

The contents of this addendum shall have precedence over all related provisions within the contract documents. It is the intent of the City to clarify the above-mentioned items to all bidders and should it be necessary to request clarification on these matters, please contact Irina Gurovich at (714) 754-5323.

Please acknowledge receipt of all addenda on the Proposal Page "P-4."

Sincerely,



Seung Yang
City Engineer

Kenona Nazari

From: ZUAZO, JANET <JANET.ZUAZO@costamesaca.gov>
Sent: Wednesday, August 4, 2021 10:35 AM
To: Kenona Nazari
Subject: RE: Acknowledgement of Addendum No. 3 - CIP 21-03 -CITYWIDE AVENUE BIDDING 08/05/2021@11:00AM

Hello,

Received.



Thank you,

Janet Zuazo
Administrative Secretary
Public Services Department
77 Fair Drive | Costa Mesa | CA 92626
P: (714) 754-5029 | F: (714) 754-5028



City Hall is open to the public. For expedited service, [appointments](#) are strongly encouraged.
~ The City of Costa Mesa serves our residents, businesses and visitors while promoting a safe, inclusive and vibrant community ~



PLEASE CONSIDER THE ENVIRONMENT BEFORE PRINTING THIS EMAIL. THANK YOU!

From: Kenona Nazari <kenona.nazari@allamericanasphalt.com>
Sent: Wednesday, August 4, 2021 10:34 AM
To: ZUAZO, JANET <JANET.ZUAZO@costamesaca.gov>
Subject: Acknowledgement of Addendum No. 3 - CIP 21-03 -CITYWIDE AVENUE BIDDING 08/05/2021@11:00AM

Janet,

Good morning, I am acknowledging the receipt of Addendum No. 3 for the bid for Project 21-03 Citywide Avenue. Have a great day.

If you should have any questions please feel free to contact me.

Thank you

Kenona Nazari
Contract Administrator
400 East Sixth Street
Corona, CA 92879
kenona.nazari@allamericanasphalt.com

ATTACHMENT 1

Phone: (951) 736-7600 ext. 236

Fax: (951) 736-7646



2020 PAST WORK REFERENCES

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

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

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

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

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

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

County of Orange
601 N. Ross Street, 4th Floor
Santa Ana, CA 92701
Contact: Albert Rodriguez (714) 667-8800
albert.rodriguez@ocpw.ocgov.com

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

City of Compton
205 S. Willowbrook Avenue
Compton, CA 90220
Contact: Brittany Duhn (310) 605-5505
bduhn@zandkconsultants.com

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

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

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

2020 PAST WORK REFERENCES

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

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

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

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

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

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

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

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

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

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

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

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

2019 PAST WORK REFERENCES

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

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

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

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

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

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

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

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

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

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

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

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

2019 PAST WORK REFERENCES

City of Chino
13220 Central Ave.
Chino, CA. 91710
Contact: Dustin Postovoit (909) 334-3415
apostovoit@cityofchino.org

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

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

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

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

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

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

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

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

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

2019

PAST WORK REFERENCES

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

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

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

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

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

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

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

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

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

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

DESIGNATION OF SUBCONTRACTORS

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

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

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

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

Bid Item (s) Number	% Portion of Work	Name, Address and E-mail of Subcontractor	State License Number	Class	DIR Registration Number
26	100%	GLOBAL ROAD SEALING 10832 DORTHY AVE. GARDEN GROVE, CA 92843	757584	A,C-10 C-32	1000007714
B5&B6	100%	SMITHSON ELECTRIC, INC 1938 KATELLA AVENUE ORANGE, CA 92867 laurie@smithsonelectric.com	614518	C-10	1000001610
4.4A,11 21,B4,B7, C4	100%	SUPERIOR PAVEMENT MARKINGS 5312 CYPRESS ST CYPRESS CA 90630 darren@superiorpavementmarkings.com	766306	C-31, C-32	1000001476
22	100%	CASE LAND SURVEYING 614 N ECKHOFF STREET ORANGE, CA 92868 clsi@caselandsurveying.com	L5411		1000001533
12	100%	V&E TREE SERVICE P.O. BOX 3280 ORANGE, CA 92865 john@vetreeservice.com	654503	C-61 C-27	1000001936

By submission of this proposal, the Bidder certifies:

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

Bidder's Initials

Bid Bond No. 08597423

Bid Date: 08/05/2021

Project and Specification No. 21-03

BIDDER'S BOND TO ACCOMPANY PROPOSAL

(Required if the bidder desires to submit bond instead of a certified or cashier's check.)


KNOW ALL PEOPLE BY THESE PRESENTS:

That we, All American Asphalt as
 principals, and Fidelity and Deposit Company of Maryland as
 surety, are held and firmly bound unto the City of Costa Mesa, a municipal corporation,
 organized under the laws of the State of California and situated in Orange County in the
 sum of Ten Percent of Total Amount Bid ----- (\$ 10% of Bid ----)
 to be paid to the City, its successors and assigns, for which payment well and truly to be
 made, we bind ourselves, our heirs, executors, and administrators, successors or assigns,
 jointly and severally firmly by these presents.


THE CONDITION OF THIS OBLIGATION IS SUCH,

That is the certain proposal of the above bounden, All American Asphalt, if
 accepted by the City of Costa Mesa, and if the above bounden,
All American Asphalt, his heirs, executors, administrators,
 successors and assigns, shall duly enter into and execute a contract for such
 construction, and shall execute and deliver the CERTIFICATE OF INSURANCE and the
 LABOR AND MATERIAL and the FAITHFUL PERFORMANCE BONDS described within
 fourteen (14) days from the date of the mailing of a notice of the above bounden,
All American Asphalt, by and from the City, that
 said contract is ready for execution, then this obligation shall become null and void;
 otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF:

We hereunto set our hands and seals this 3rd day of August, 2021.All American Asphalt

Michael Farkas, Secretary

Contractor/ Principal
 (Notary Acknowledgement to be attached)

Fidelity and Deposit Company of Maryland

Rebecca Haas-Bates, Attorney-in-Fact

Surety/Power of Attorney
 (Notary Acknowledgment to be attached)


 Bidder's Initials

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE § 1189

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

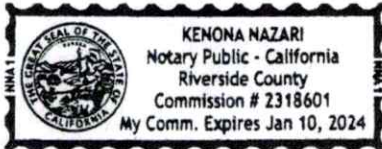
State of California

County of RiversideOn August 4, 2021 before me, Kenona Nazari, Notary Public
Date Here Insert name and Title of the Officerpersonally appeared Michael Farkas
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Kenona Nazari
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document Bid Bond – City of Costa Mesa Bid Project No. 21-03Document Date: August 3, 2021 Number of Pages: 3Signer(s) Other Than Named Above: Rebecca Haas-Bates, Attorney-in-Fact

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michael Farkas☐ Individual☒ Corporate Officer – Title(s): Secretary☐ Partner ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Other: _____

Signer is Representing:

All American AsphaltRIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

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

Signer is Representing:

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Orange)On 08/03/2021 before me, Liliana Gomez, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Rebecca Haas-Bates

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature

Liliana Gomez
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 DocumentTitle or Type of Document: Bid Bond Document Date: 08/03/2021Number of Pages: One (1) Signer(s) Other Than Named Above: All American Asphalt**Capacity(ies) Claimed by Signer(s)**Signer's Name: Rebecca Haas-Bates☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☒ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Fidelity and Deposit Company of Maryland

Signer's Name: _____

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

Signer Is Representing: _____

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 3rd day of August, 2021.



Brian M. Hodges

By: Brian M. Hodges
Vice President

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

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

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

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

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 11th day of June, A.D. 2019.



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

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

**State of Maryland
County of Baltimore**

On this 11th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

ATTACHMENT 1

"ORIGINAL BID BOND"
Citywide Parkway Maintenance,
Street Rehabilitation, and Slurry
Seal Project" 8/5/2021@11:00am
City Project No 21-03

RECEIVED
CITY CLERK

21 AUG -4 PM 12:28

CITY OF COSTA MESA
BY *GG*



ALL AMERICAN
— ASPHALT —

AN EQUAL OPPORTUNITY EMPLOYER

P.O. BOX 2229, CORONA, CA 92878-2229

TO: City of Costa Mesa
City Clerk – Gladys
77 Fair Drive
Costa Mesa, CA 92628-1200

RETURN REQUESTED

"Do Not Open With Regular Mail"

CONTRACT ASSURANCE

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

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


Bidder's Initials

NONCOLLUSION AFFIDAVIT

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

All American Asphalt

Contractor Firm Name

Michael Farkas

Name of Principal
Secretary

Title

Signature

Subscribed and sworn to before me by:

This ____ day of _____, 20__.

My Commission Expires: _____

Notary Public

Bidder's Initials

CALIFORNIA JURAT**GOV CODE § 8202**

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

State of California

County of Riverside

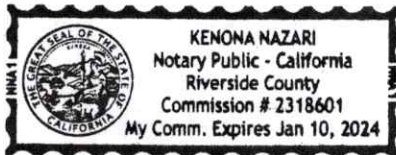
Subscribed and sworn to (or affirmed) before
me on this 29th day of July, 2021.
Date Month

By (1) Michael Farkas
Name of Signer

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

(and

(2) _____
Name of Signer



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

Place Notary Seal Above

Signature *Kenona Nazari*
Signature of Notary Public

OPTIONAL

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

Further Description of Any Attached DocumentTitle or Type of Document Non-Collusion Affidavit 21-03Document Date: 7-29-2021 Number of Pages: 1Signer(s) Other Than Named Above: NoneRIGHT THUMBPRINT
OF SIGNER

Top of thumb here

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

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

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


Dated: 4/29/2021

CONTRACTOR

All American Asphalt

Company Name

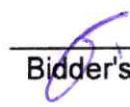
PROJECT: CITYWIDE PARKWAY MAINTENANCE, STREET REHABILITATION,
AND SLURRY SEAL PROJECT, CITY PROJECT NO. 21-03


Bidder's Initials

DRUG-FREE WORKPLACE POLICY

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

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


Bidder's Initials



**BIDDER/APPLICANT/CONTRACTOR CAMPAIGN
CONTRIBUTION DISCLOSURE FORM**

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount
		N/A		

Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

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

Bidder/Applicant/Proposer

Michael Farkas, Secretary

Date

Bidder's Initials

ATTACHMENT 1

EXHIBIT B

BONDS

[TO BE PROVIDED BY CONTRACTOR FOLLOWING CITY COUNCIL APPROVAL.]

ATTACHMENT 1

EXHIBIT C

DRUG-FREE WORKPLACE POLICY

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
 - B. Establishing a Drug-Free Awareness Program to inform employees about:

ATTACHMENT 1

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

1. The dangers of drug abuse in the workplace;
 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

ATTACHMENT 1

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.