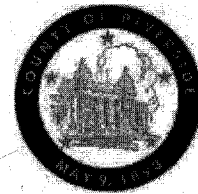


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.14
(ID # 8114)

MEETING DATE:

Tuesday, October 23, 2018

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Jacqueline Cochran Regional Airport Runway 17/35, Taxiway F and Connector Taxiway Pavement Rehabilitation Construction - Award of Contract to Successful Bidder for District 4 [\$1,076,267.05], Federal Aviation Administration Airport Improvement Grant Funds 90%, Special Aviation Budget Fund (22350) 10%.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve two addenda to the plans and specifications issued prior to the July 25, 2018, bid opening;
2. Waive any minor irregularity and accept the low bid submitted by American Road Maintenance for \$1,076,267.05;
3. Award the contract to American Road Maintenance for the Runway 17-35, Taxiway F and Connector Taxiway Pavements Rehabilitation construction at Jacqueline Cochran Regional Airport;

Continued on page 2

ACTION: Policy

Robert Field, Assistant County Executive Officer/ECD 10/11/2018

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: October 23, 2018
xc: EDA

Kecia Harper-Ihem
Clerk of the Board

By:
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

RECOMMENDED MOTION: That the Board of Supervisors:

4. Approve a project budget of \$1,441,185.11 which includes \$168,478 for construction administration services, \$1,237,707.11 for construction cost and \$35,000 for miscellaneous administration grant eligible expenses;
5. Authorize the Chairman of the Board of Supervisors to execute the contract documents, on behalf of the County of Riverside; and
6. Delegate Change Order authority to the Assistant County Executive Officer/ECD, or designee, in accordance with Board Policy B-11.

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost |
|---|-----------------------------|--------------------------|---------------------------------|---------------------|
| COST | \$ 1,441,185.11 | \$ 0 | \$ \$ 1,441,185.11 | \$ 0 |
| NET COUNTY COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| SOURCE OF FUNDS: Federal Aviation Administration Airport Improvement Grant Funds 90%, Special Aviation Budget Fund (22350) 10% | | | Budget Adjustment: No | |
| | | | For Fiscal Year: 2018/19 | |

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The purpose of this project is to rehabilitate the Runway 17-35, Taxiway F, and Connector Taxiway pavement at the Jacqueline Cochran Regional Airport. The construction project includes slurry seal, pavement repair and pavement markings. On June 26, 2018, the Board approved the project specifications, plans and authorized staff to advertise for this project. American Road Maintenance (ARM) was the resulting lowest responsive and responsible bidder for this project. The County was awarded a Federal Aviation Administration grant in the amount of \$1,150,421 on August 22, 2018, to cover 90 percent of this project cost. The construction project is anticipated take place during the second quarter of 2019.

Bids were received on July 25, 2018, from two contractors, American Road Maintenance for \$1,076,267.05, and Maxwell Asphalt Inc. for \$1,149,098.84. In anticipation for any unforeseen construction costs, an additional 15% contingency of \$161,440.06 is being included for this project to cover any change orders. Any construction change order resulting during this project will be submitted to the FAA for approval and additional grant funding, as needed. The total construction project cost requested is \$1,237,707.11.

Due to federal funding being utilized for this project, the bid proposals were required to meet a Disadvantaged Business Enterprise (DBE) goal, or show good faith efforts (GFE) to reach

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

the goal in order to be responsive to the request for bids. The goal for this project was 12.5%, and ARM has submitted a 6.9% DBE participation commitment for this project. After determining the apparent low bidder ARM submitted documentation to establish that it had made a good faith effort to reach the goal for DBE participation. The GFE documentation was reviewed to determine if ARM's bid was responsive to the project Plans and Specifications. The Department determined that ARM was responsive to the request for bids because it had demonstrated bona fide good faith efforts to reach the DBE goal.

The Department received a bid protest from Surface Prep and Maintenance on September 18, 2018 (Attachment 2). As part of the instruction to bidder, the deadline for appeals by unsuccessful bidders was set as August 1, 2018. Surface Prep and Maintenance, a subcontractor to Maxwell Asphalt, Inc., submitted written correspondence to the County requesting the project be awarded to Maxwell Asphalt Inc. the second lowest bidder and not American Road Maintenance. Surface Prep and Maintenance alleges American Road Maintenance did not achieve the required DBE Goal or DBE good faith efforts participation required for this project. The bid protest was denied in a letter to Surface Prep and Maintenance's representation (Attachment 3) because it was untimely, and Surface Prep and Maintenance do not have a standing to protest as they fail to meet the definition of unsuccessful bidder.

Staff recommends that the construction contract for this project be awarded to American Road Maintenance for \$1,076,267.05. Additionally, staff requests the Board authorize a 15% contingency of \$161,440.06 for this project for a total construction cost not-to-exceed \$1,237,707.11.

County Counsel has reviewed and approved the attached documents as to legal form.

Impact on Residents and Businesses

The rehabilitation of the Runway, Taxiway and Connector Taxiway will improve the infrastructure and safety on the Airport.

Additional Fiscal Information

There will be no impact on the County's general fund

Additional California Environmental Quality Act Information

The Jacqueline Cochran Regional Airport Runway 17-35, Taxiway F and Connector Taxiway Pavement Rehabilitation Project was found to be exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA guidelines Sections 15301, existing facilities

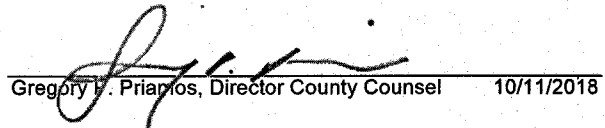
**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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exemption, Section 15302, replacement or reconstruction exemption, and Section 15061(b)(3), common sense exemption on June 26, 2018. No further action is necessary.

ATTACHMENTS:

1. Contract Agreement
2. Bid Protest on behalf of Surface Prep and Maintenance
3. County Counsel Response to Protest
4. Addenda


Rahini Dandekar, Principal Management Analyst 10/15/2018


Gregory E. Priamos, Director County Counsel 10/11/2018

Moore, Michelle

From: Kevin Warren <kevinwarren2@me.com>
Sent: Tuesday, September 18, 2018 3:07 PM
To: Valle, Liliana
Cc: Valdez, Kristine
Subject: Federal Aid Project No. AIP-3-06-0255-025-2018 DBE Evaluation of ARM

Dear Ms. Valle:

As you are aware, I represent Surface Prep and Maintenance. We are writing in regard to the County's Exhibit 15-H regarding DBE participation in a solicitation issued by the County of Riverside for the rehabilitation of portions of the Jacqueline Cochran Regional Airport. We have learned that the presumptive contract awardee, American Road Maintenance (ARM), neither met its DBE goal for the project nor made a good faith effort to meet the goal under 49 CFR Part 26 as specified in Appendix A. Nor did the County perform a legitimate evaluation of ARM's efforts. Consequently, we request that the award not be made to ARM and that the project be awarded to the second low bidder, Maxwell Asphalt, Inc., which did meet the DBE goal for this project.

We made a request to the County for its documentation regarding the awardee's DBE good faith efforts. While the County stated that its DBE good faith effort evaluation had been completed, it did not send the documentation to us until six days after our request. Clearly, the County did not perform the evaluation as it had stated. Instead, it is obvious that it threw together wholly insufficient documentation after the fact—and after Surface Prep and Maintenance requested it. We have reviewed that documentation and it demonstrates that neither good faith efforts were made by the awardee to meet the contract goal for DBE participation nor did the County conduct a reasonable or fair evaluation of those efforts.

As a DBE, Surface Prep and Maintenance (SPM) submitted a proposal to the contract awardee to perform a portion of the work required to complete the project. The company offered to perform pavement marking removal, rubber removal and waste disposal. Instead of awarding SPM the portion of the work upon which it bid, ARM chose Cal Stripe for our proposed portion of the work and additional pavement striping work not related to the services we perform. Cal Stripe is not a DBE entity. When we inquired about the award, we were informed that ARM refused to separate the work so that DBE bidders would be afforded full and fair opportunity to submit bids.

Appendix A of the regulations states that, "[t]he efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements." Here, ARM clearly made no more than a cursory attempt to meet the DBE goal.

Foremost, regarding the County's evaluation, the regulations state: "As a recipient [of federal funding], you have the responsibility to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made, based on the regulations and the guidance in this Appendix." The County admitted that it did not consider these factors when it stated; "[t]he Bidder could have made a better effort to include additional DBE firms to obtain higher DBE Participation, nonetheless, award to American Road Maintenance is recommended."

ARM alleged that it placed an ad requesting DBE participation. Section A of the County's evaluation states that it is necessary to provide "[t]he names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of

publication.)” Unfortunately, no details regarding the placement of the ad were provided. What publication was selected and why was the ad only run for one day? How many DBE firms responded to the ad, and who were they? The alleged ad was clearly a pro forma act that, according to the federal regulations, does not constitute a good faith effort to bring DBE companies into the project to meet the stated participation goal.

Section B of the County’s evaluation requires the “names and dates of written notices sent to certified DBE’s soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax communications, etc.)” Surprisingly, Surface Prep and Maintenance was listed as being on ARM’s “call list.” Surface Prep and Maintenance, however, was never contacted by ARM. It found the project through other means and submitted an unsolicited bid to ARM. No contact was ever made by ARM to the company before, during or after the bid process.

Section C of the County’s evaluation states, “[t]he items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder’s responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.” According to the County’s response, ARM only made striping survey, crackfill material and FAA barricades available to DBE enterprises. The response is illogical, indicating that the County does not understand its own form or how to conduct a good faith effort analysis. ARM noted on SPM’s quotation that “Cal Stripe won’t separate his bid for just striping.” ARM, however, does not indicate that it sought a separate bid for striping, which if obtained, it could have combined with SPM’s work to complete the entire task, and meet the DBE goal for the project.

Section D of the County’s evaluation requests “[t]he names, addresses and phone numbers of rejected firms, the reasons for the bidder’s rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE.” Not only is the response completely lacking in substantive information, again the County failed to even follow its own guidelines. Moreover, the reason given for the rejection of Surface Prep and Maintenance is that it is “out of state.” We are aware of no bar to an out of state firm participating in projects such as this one. In fact, Surface Prep and Maintenance is a registered California contractor and a certified California DBE firm. Shocking to us, that fact is evidenced in the documents provided to the County by ARM and in the County’s listing of the names of DBEs solicited in Section B of its Exhibit 15-H.

Sections E and F request efforts made to assist DBE contractors with technical requirements and obtaining necessary equipment, etc. to be able to perform its portion of the project. The County stated that no such efforts were made by ARM.

Section G requests, “[t]he names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.)” The County’s response lists the plan holder’s list and the California Department of Transportation DBE portal. While reviewing the plan holders list is an obvious starting point, it certainly cannot be viewed as a significant effort to locate DBE firms. In regard to ARM’s use of the DOT DBE portal, the County stated that it contacted seven DBEs. Hundreds of DBEs are listed on that portal, including SPM. Seven out of several hundred does not demonstrate “aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal” as required by 49 CFR Part 26.

Section H requests any additional data that supports a good faith effort on the part of the awardee. Surprisingly, this section demonstrates that ARM did not make a good faith effort to meet the DBE goal. The reviewer made a cursory declaration that “[t]he Bidder could have made a better effort to include additional DBE firms to obtain higher DBE Participation, nonetheless, award to American Road Maintenance is recommended.” The response then goes on to discuss a price difference between the quotation given by Surface Prep and Maintenance to Maxwell Asphalt and the one given to ARM. The pricing of Surface Prep and Maintenance is not only an improper piece of data to use to determine whether ARM used good faith efforts to meet the DBE goal of the project, but the analysis is faulty. The lower quote to Maxwell represented a smaller scope of work than did the quote to ARM. One would expect a sophisticated player such as ARM to

inquire into the difference if it was genuinely "aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. ARM made no contact with SPM to question the company about the difference in the quotes.

The County's counsel, Kristine Valdez informed me personally that the County had conducted an "extensive" evaluation of ARM's efforts. Clearly, the County's evaluation was as limited and cursory as ARM's actual efforts to ensure DBE participation in this project. It is more than obvious from the County's evaluation documentation that the efforts made by ARM to include DBEs lacked the quality, quantity and intensity required by the applicable federal regulations. As such, we again request that the project be awarded to the second lowest bidder, that did meet the DBE goal. SPM refuses to stand idle while the County blatantly shirks its responsibility to include DBEs while accepting federal funds for this project, the receipt of which requires the County to make significant efforts to facilitate DBE participation. This effort was laughable. In light of the facts noted above, if the County refuses to re-award the project to the company that did meet the DBE goal—Maxwell Asphalt, SPM will file formal complaints with the FAA and the GAO and seek to have the federal aid provided to the County rescinded by the federal government.

Please do not hesitate to contact me with any questions or concerns you might have.

Sincerely,

Kevin Warren



July 3, 2018

ADDENDUM NUMBER 1

**Dated July 3, 2018
to the
Contract Documents and Specifications
for the construction of**

**Jacqueline Cochran Regional Airport
Runway 17-35, Taxiway F and Connector Taxiway Pavements Rehabilitation
FAA AIP No. 3-06-0255-023-2017**

Bids Due: July 25, 2018 at 11 a.m.
4080 Lemon Street, First Floor
Riverside, CA 92501

This addendum is issued pursuant to the Instruction to Bidders, Page No. IB-1, of the Contract Documents for the reference project. This addendum is issued as a supplement to the specification and special provisions for the reference project. The revision to the specifications shall become a part of the Contract Documents, and each bidder shall acknowledge receipt thereof of the Bid (Proposal). Bidders are directed to sign this addendum as acknowledgment, and attached the signed addendum to the contractor's submitted proposal.

Note: During the advertisement period of this project, this document and attachments (if any) are available upon request on Quest Construction Data Network (Quest CDN) www.questcdn.com. This document and attachments (if any) are also available for review at Economic Development Agency, Aviation (EDA), 3403 Tenth Street, Suite 400, Riverside, CA 92501. All of the noted changes below are already reflected in the available contract documents on Quest and EDA.

MODIFICATIONS/CLARIFICATIONS TO CONTRACT DOCUMENTS/SPECIAL PROVISIONS:

- **Item 1: Table of Contents.** Table of contents was updated on Page I to account for update to the Public Contract Code Section. Table of Contents was updated on Page ii as line A22-Rights to Inventions was shifted from Page i to Page ii.
- **Item 2: Division I, Bidders Checklist.** Page PF-1, Public Contract Code line updated to account for change on page PF-19.
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Addendum Number 1 Jacqueline Cochran Regional Airport
Runway 17-35, Taxiway F and Connector Taxiway Pavements Rehabilitation
FAA AIP No. 3-06-0255-023-2017
July 3, 2018
Page 2 of 2

- **Item 3: Division I, Proposal Forms.** On Page PF-20, the Public Contract Section 10232 Statement heading was moved from this page to the previous change.
- **Item 4: Division III, All Pages.** Deleted "Updated per Errata Sheet- 7/13/2015, From AC 150/5370-10G" from header.
- **Item 5: Division III, General Provisions, 30-02 Award of Contract.** On page GP-8, the award of contract timeframe was changed to 90 working days from 120 calendar days to correspond with the Instruction to Bidders Section 13 Award of Contract.
- **Item 6: Division III, General Provisions, 105 Mobilization.** On Page GP-50, the section name was changed to Section 105 Mobilization instead of Section A-105 Mobilization.
- **Item 7: Division V, Technical Specifications, Item P-101.** On page TS-5, the Material Requirements Heading was centered.
- **Item 8: Appendix: Construction Safety and Phasing Plan. Supplement 3: Work Area Plan Sheets** cover sheet now references the corresponding plans instead of having them included.

ATTACHMENTS

- A. Revised Table of Contents i-ii.
- B. Revised Bidders Checklist, Page PF-1.
- C. Revised Proposal Forms, Page PF-19.
- D. Revised Proposal Forms, Page PF-20.
- E. Revised Award of Contract, Page GP-8.
- F. Revised Mobilization, Page GP-50.
- G. Revised Material Requirement, Page TS-5.
- H. Revised Appendix 1, Supplement 3 Page


Liliana Valle
County Airport Manager

7/3/18

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APPENDIX

Appendix 1 – Construction Safety and Phasing Plan

BIDDER'S CHECK LIST

for

**Jacqueline Cochran Regional Airport
Runway 17-35, Taxiway F and Connector Taxiway Pavements Rehabilitation**

For bid to be considered "responsive" the following documents are required to be fully executed and submitted with your bid:

- _____ Bidder's Check List (This List)
- _____ Proposal Form
- _____ Bid Schedules (Base Bid, Bid Alternate 1)
- _____ Acknowledgment of receipt of addendum (at end of Bid Schedule)
- _____ List of Subcontractors
- _____ Bidder's Statement on Previous Contracts
- _____ Prohibition of Segregated Facilities
- _____ Certification of Bidder Regarding Affirmative Action Program
- _____ Certification Regarding Foreign Trade Restrictions
- _____ Certificate of Buy American Compliance for Manufactured Products
- _____ Non-Collusion Declaration
- _____ Non-lobbying Certification
- _____ Suspension and Debarment Requirements Certification
- _____ Public Contract Code Sections 10285.1 Statement, 10162 Questionnaire & 10232 Statement
- _____ Drug-free Workplace Certification
- _____ Certification of Offerer/Bidder Regarding Tax Delinquency and Felony Convictions
- _____ Bid Bond

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats.1985), the Bidder hereby declares under penalty of perjury under the laws of the State of California that the

Bidder has _____ has not _____

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

Note: The Bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement.

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

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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

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

Yes _____ No _____ If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT SECTION 10232 STATEMENT

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

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

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

STATE OF CALIFORNIA
DRUG-FREE WORKPLACE CERTIFICATION
 STD. 21 (REV 12/93) Automated)

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized to legally bind the prospective contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

| | |
|--|--------------------------------------|
| CONTRACTOR/BIDDER FIRM NAME | FEDERAL ID NUMBER |
| (Authorized Signature) | DATE EXECUTED |
| PRINTED NAME AND TITLE OF PERSON SIGNING | TELEPHONE NUMBER (Include Area Code) |
| TITLE | |
| CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS | |

The contractor or grant recipient named above hereby certifies with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code 8355(b), to inform employees about all of the following:
 - (a) The Dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy in maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code 8355(c), that everyone who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____ (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

Section 30 Award and Execution of Contract

30-01 Consideration of proposals. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit price written in words shall govern. Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

a. If the proposal is irregular as specified in the subsection 20-09 titled IRREGULAR PROPOSALS of Section 20.

b. If the bidder is disqualified for any of the reasons specified in the subsection 20-14 titled DISQUALIFICATION OF BIDDERS of Section 20.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

30-02 Award of contract. The award of a contract, if it is to be awarded, shall be made within 90 working days of the date specified for publicly opening proposals, unless otherwise specified herein.

Award of the contract shall be made by the Owner to the lowest, qualified bidder whose proposal conforms to the cited requirements of the Owner.

30-03 Cancellation of award. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with the subsection 30-07 titled APPROVAL OF CONTRACT of this section.

30-04 Return of proposal guaranty. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the subsection 30-01 titled CONSIDERATION OF PROPOSALS of this section. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in the subsection 30-05 titled REQUIREMENTS OF CONTRACT BONDS of this section.

30-05 Requirements of contract bonds. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 Execution of contract. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in the subsection 30-05 titled REQUIREMENTS OF CONTRACT BONDS of this section, within 15 calendar days from the date mailed or otherwise delivered to the successful bidder.

Section 105 Mobilization

SEE DIVISION IV, SPECIAL PROVISIONS FOR AIRPORT CONSTRUCTION

END OF SECTION 105

MATERIAL REQUIREMENTS

ASTM D6690

Standard Specification For Joint And Crack Sealants, Hot Applied, For Concrete
And Asphalt Pavements

END OF ITEM P-101

**Supplement 3:
Work Area Plan Sheets**

*****See Engineering Plan Set*****

NOTICE TO CONTRACTORS BIDDING THIS PROJECT

The bidder is advised that an addendum has been issued for the Contract Documents and Specifications for the following project:

Project Title: Jacqueline Cochran Regional Airport Runway 17-35, Taxiway F and Connector Taxiway Pavements Rehabilitation

FAA AIP No.: 3-06-0255-023-2017

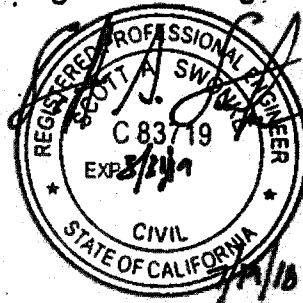
Bid Opening: July 25, 2018 at 11:00 a.m.

ADDENDUM No. 2

As attached: Issued July 19, 2018

Total number of pages (including this cover sheet): 12

The time, date, and place of the Bid Opening are unchanged by this addendum.



ACKNOWLEDGEMENT OF ADDENDUM

Please sign this addendum acknowledgement form and include it with your bid. Failure to submit a signed copy of each and every addendum for a project with your bid will be grounds for finding the bid unresponsive.

Contractor

Signature

Date



ADDENDUM NUMBER 2

Dated July 19, 2018
to the
Contract Documents and Specifications
for the Construction of

Jacqueline Cochran Regional Airport
Runway 17-35, Taxiway F and Connector Taxiways Pavements Rehabilitation
FAA AIP No. 3-06-0255-023-2017

This addendum is issued pursuant to the Instructions to Bidders, Page No. IB-1, of the Contract Documents for the referenced project. This addendum is issued as a supplement to the specifications and special provisions for the referenced project. The revisions to the specifications shall become a part of the Contract Documents, and each bidder shall acknowledge receipt thereof in the Bid (Proposal). Bidders are directed to sign this addendum as acknowledgement and attach the signed addendum to the contractor's submitted proposal.

Note: During the advertisement period of this project, the document and attachments (if any) are available upon request on Quest Construction Data Network (Quest CDN) www.questcdn.com. This document and attachments (if any) are also available for review at the Economic Development Agency, Aviation (EDA), 3403 Tenth Street, Suite 400, Riverside, CA 92501.

BIDS DUE:

Bid due date and location are unchanged.

QUESTIONS / ANSWERS

Q1: Can greywater/construction water be dumped on-site?

A1: No, Contractor shall haul off all greywater and blasting sediments.

Q2: Will lighted runway closure markers (lighted 'X's) be provided by the Contractor or the owner?

A2: Four lighted runway closure markers (lighted 'X's) will be provided by the County to the Contractor's yard prior to the construction phase. It is the Contractor's responsibility to maintain the lighted 'X's during the duration of the project (including fueling and light bulb replacement). Contractor shall be responsible for deploying the lighted 'X's around the job site in conformance with the CSPP locations.

Q3: Can the spacing between the barricades be increased?

A3: The allowable gaps between barricades can be increased from 4 feet to 8 feet; see **R2**.



- Q4:** What are the working hours for the airport?
A4: The working hours for the airport are revised. See the attached tables. Revisions apply to plan sheets G-081 to G-086, and G-087. See **R3** and **R4**.
- Q5:** Where is a construction water source located?
A5: There are multiple hydrants along Airport Blvd, 58th Avenue, and Polk Street. Contractor shall coordinate with the water purveyor for use of those hydrants and pay all fees related to connection and water use.
- Q6:** Is water-blasting the only method of paint removal?
A6: Yes, water-blasting is the only acceptable means of removing paint; see **R5**.
- Q7:** Is a field office required?
A7: A field office is not required, but Contractor shall maintain all project records and documents at job site; see **R6**.
- Q8:** I tried to look for the bid quantities on the site however the view only shows some plan sheets. Can you provide the quantities for this project?
A8: See **R1** and the revised *Bid Schedule*.

CLARIFICATIONS

- C1:** Where markings are to be repainted in the same location, paint removal efficiency is required to be 90 percent removal. Ninety percent removal is to be measured by visible area of exposed aggregate in the removed area. This is expected to occur only on straight sections of taxiway centerlines, blast pad chevrons, and runway threshold bars. Contractor shall field verify and confirm with the inspector/engineer locations of 90 percent removal. All other markings shall be 100 percent removed.
- C2:** Friction testing is not required on the taxiways. It is only required on Runway 17-35. See **R1**.

REVISIONS: CONTRACT DOCUMENT AND SPECIFICATIONS

- R1:** REPLACE *Bid Schedule* pages PF-4, PF-5, PF-6, and PF-7 with the attached revised *Bid Schedule* pages PF-4, PF-5, PF-6, and PF-7. Changes are shown in ***bold italics*** on the revised schedule.

Multiple items have had quantity adjustments, and Item A10 *Runway Friction Testing Pre and Post Application* has been removed from the Bid Alternate Schedule.



- R2:** Sheet G-089 makes multiple references to barricade gap spacing of 4 feet. REVISE in all instances to a maximum of 8 feet.
- R3:** REPLACE the Phase Duration Table on Sheets G-081 to G-086 with Attachment 2.
- R4:** REPLACE the Phase Duration Table on Sheet G-087 with Attachment 3.
- R5:** Water-blasting is the only allowable method of paint removal. All references to other allowable methods of paint removal are hereby removed from the Specifications.
- R6:** REVISE text of 105-1.12 *ENGINEER'S OFFICE* in *DIVISION IV, Special Provisions for Airport Construction* to "Not Required."

ATTACHMENTS

1. Revised *Bid Schedule* – 4 pages
2. Revised *Phase Duration Table (Base Bid + Bid Alt)* – 1 page
3. Revised *Phase Duration Table (Base Bid)* – 1 page
4. Pre-bid Meeting Attendance Sign In Sheet – 2 pages

-----END OF ADDENDUM NUMBER 2-----

BID SCHEDULE

**Jacqueline Cochran Regional Airport
Runway 17-35, Taxiway F and Connector Taxiway Pavements Rehabilitation**

Base Bid

| ITEM NO. | SPEC REF. | ITEM DESCRIPTION | UNIT | QTY | UNIT PRICE | | TOTAL Price (Figures) |
|----------|-----------|---|------|---------|------------|----------------------------|-----------------------|
| | | | | | Figures | in Words (dollars & cents) | |
| 1 | A-105-3.1 | MOBILIZATION | LS | 1 | \$ | | \$ |
| 2 | A-105-3.2 | AIRFIELD SAFETY AND TRAFFIC CONTROL | LS | 1 | \$ | | \$ |
| 3 | P-101-5.1 | PAVEMENT MARKING REMOVAL | SF | 72,000 | \$ | | \$ |
| 4 | P-101-5.2 | MINOR CRACK SEAL (<3/8") | LF | 18,000 | \$ | | \$ |
| 5 | P-101-5.3 | MODERATE CRACK SEAL (>3/8", <1") | LF | 15,000 | \$ | | \$ |
| 6 | P-101-5.4 | PAVEMENT PATCH (>1") | SF | 250 | \$ | | \$ |
| 7 | P-101-5.5 | RUBBER REMOVAL | SF | 103,000 | \$ | | \$ |
| 8 | P-101-5.6 | COLD MILLING | SY | 2,200 | \$ | | \$ |
| 9 | P-156-5.1 | COMPLIANCE WITH POLLUTION, EROSION, AND SILTATION CONTROL | LS | 1 | \$ | | \$ |

| ITEM NO. | SPEC REF. | ITEM DESCRIPTION | UNIT | QTY | UNIT PRICE | | TOTAL Price (Figures) |
|---------------------------------|-------------|---|------|---------|----------------------------------|----------------------------|-----------------------|
| | | | | | Figures | in Words (dollars & cents) | |
| 10 | P-401-8.1.1 | HMA | TON | 600 | \$ | | \$ |
| 11 | P-608-8.1 | ASPHALT SURFACE TREATMENT | SY | 166,738 | \$ | | \$ |
| 12 | P-608-8.2 | RUNWAY FRICTION TESTING, PRE AND POST APPLICATION | LS | 1 | \$ | | \$ |
| 13 | P-620-5.1 | PAVEMENT MARKING (WITH REFLECTIVE MEDIA), WHITE, 2 COATS | SF | 78,562 | \$ | | \$ |
| 14 | P-620-5.2 | PAVEMENT MARKING (WITH REFLECTIVE MEDIA), YELLOW, 2 COATS | SF | 27,500 | \$ | | \$ |
| 15 | P-620-5.3 | PAVEMENT MARKING, BLACK, 1 COAT | SF | 19,000 | \$ | | \$ |
| Total Base Bid in Words: | | | | | TOTAL Base Bid in Figures | | \$ |

Bid Alternate 1

| ITEM NO. | SPEC REF. | ITEM DESCRIPTION | UNIT | QTY | UNIT PRICE | | TOTAL Price (Figures) |
|----------|-------------|---|------|--------|------------|------------------------------|-----------------------|
| | | | | | Figures | in Words (dollars & cents) | |
| A1 | A-105-3.2 | AIRFIELD SAFETY AND TRAFFIC CONTROL | LS | 1 | \$ | | \$ |
| A2 | P-101-5.1 | PAVEMENT MARKING REMOVAL | SF | 8,200 | \$ | | \$ |
| A3 | P-101-5.2 | MINOR CRACK SEAL (<3/8") | LF | 12,000 | \$ | | \$ |
| A4 | P-101-5.3 | MODERATE CRACK SEAL (>3/8", <1") | LF | 6,000 | \$ | | \$ |
| A5 | P-101-5.4 | PAVEMENT PATCH (>1") | SF | 100 | \$ | | \$ |
| A6 | P-101-5.6 | COLD MILLING | SY | 5,100 | \$ | | \$ |
| A7 | P-156-5.1 | COMPLIANCE WITH POLLUTION, EROSION, AND SILTATION CONTROL | LS | 1 | \$ | | \$ |
| A8 | P-401-8.1.1 | HMA | TON | 1,375 | \$ | | \$ |
| A9 | P-608-8.1 | ASPHALT SURFACE TREATMENT | SY | 62,475 | \$ | | \$ |
| A10 | NOT USED | NOT USED | N/A | N/A | \$0.00 | ZERO DOLLARS, AND ZERO CENTS | \$0.00 |
| A11 | P-620-5.2 | PAVEMENT MARKING (WITH REFLECTIVE MEDIA), YELLOW, 2 COATS | SF | 14,100 | \$ | | \$ |

| ITEM NO. | SPEC REF. | ITEM DESCRIPTION | UNIT | QTY | UNIT PRICE | | TOTAL Price (Figures) |
|---|-----------|---------------------------------|------|--------|------------|----------------------------|-----------------------|
| | | | | | Figures | in Words (dollars & cents) | |
| A12 | P-620-5.3 | PAVEMENT MARKING, BLACK, 1 COAT | SF | 13,000 | \$ | | \$ |
| TOTAL Bid Alternate 1 in Figures | | | | | | | \$ |
| Total Bid Alternate 1 in Words: | | | | | | | |

TOTAL BASE BID IN FIGURES: _____

TOTAL BID ALTERNATE 1 IN FIGURES: _____

TOTAL BASE BID + BID ALTERNATE 1 IN FIGURES: _____

Acknowledgment of Addenda _____
 Addendum No. Initial _____
 Signature/Title _____
 Company _____
 Contractor's License Number/Expiration Date _____

NOTE: Contractor License Number and Expiration Date stated herein are made under penalty of perjury.

| PHASE | WORK AREA | DURATION | WORK | PAVEMENT CLOSURES |
|-----------|-----------|--|---|---|
| MOB | N/A | 30 DAYS | ESTABLISH CONTRACTOR YARD, PROVIDE SUBMITTALS | NONE |
| 1 | A,C,E | 14 DAYS CLOSED, WORK HOURS 7 AM TO 7 PM | REMOVE MARKINGS, PAVEMENT DEMOLITION, CRACK SEAL, PAVEMENT CONSTRUCTION, PAVEMENT PATCH, FOG SEAL, REPAINT MARKINGS | RUNWAY 17-35, TAXIWAY A (RUNWAY 17-35 CONNECTOR ONLY), B, B1, B3, B4, D (RUNWAY 17-35 CONNECTOR ONLY), F (SOUTH OF D, NORTH OF APRON CONNECTOR 1) F1, F2, F3, F4 |
| 2 (NIGHT) | B | 2 NIGHTS CLOSED, WORK HOURS 10 PM TO 6 AM | REMOVE MARKINGS, CRACK SEAL, PAVEMENT PATCH, FOG SEAL, REPAINT MARKINGS | ENTIRE AIRPORT |
| 2 (DAY) | B | 1 DAY CLOSED, 6 AM TO 10 PM | NO WORK | RUNWAY 17-35, TAXIWAY B, B1, B3, B4, D, F1, F2, F3, F4, F (SOUTH OF A, NORTH OF APRON CONNECTOR 1) |
| 3 | D | 5 DAYS CLOSED, WORK HOURS 7 AM TO 7 PM. | REMOVE MARKINGS, CRACK SEAL, PAVEMENT PATCH, FOG SEAL, REPAINT MARKINGS | TAXIWAY F (SOUTH OF A, NORTH OF D), F1, F2 |
| 4 | A,B,C,D,E | 2 NIGHTS CLOSED, WORK HOURS 10 PM TO 6 AM | APPLY 2 ND COAT OF PAINT | ENTIRE AIRPORT |

| PHASE | WORK AREA | DURATION | WORK | PAVEMENT CLOSURES |
|-------|-----------|--|---|---|
| MOB | N/A | 30 DAYS | ESTABLISH CONTRACTOR YARD, PROVIDE SUBMITTALS | NONE |
| 1 | A | 14 DAYS CLOSED, WORK HOURS 7 AM TO 7 PM | REMOVE MARKINGS, PAVEMENT DEMOLITION, CRACK SEAL, PAVEMENT CONSTRUCTION, PAVEMENT PATCH, FOG SEAL, REPAINT MARKINGS | RUNWAY 17-35, TAXIWAY A (RUNWAY 17-35 CONNECTOR ONLY), B, B1, B3, B4, D (RUNWAY 17-35 CONNECTOR ONLY), F (SOUTH OF D, NORTH OF APRON CONNECTOR 2) F1, F2, F3, F4 |
| 2 | A | 2 NIGHTS CLOSED, WORK HOURS 10 PM TO 6 AM | APPLY 2 ND COAT OF PAINT | RUNWAY 17-35, TAXIWAY A (RUNWAY 17-35 CONNECTOR ONLY), B, B1, B3, B4, D (RUNWAY 17-35 CONNECTOR ONLY), F (SOUTH OF D) |



Pre-bid Meeting Attendance Sign-in Sheet
 Jacqueline Cochran Regional Airport
 Runway 17-35, Taxiway F and Connector Taxiway Pavements Rehabilitation
 July 11, 2018, 11:00 a.m.

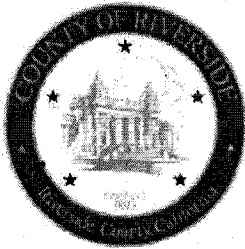
| Name | Representing | Address | Email | Phone | Fax | Cell |
|-------------------|----------------------|---|--|--------------|--------------|------|
| Scott Swonke | Mead & Hunt | 3110 E. Guasti Rd., Ste. 330 Ontario, CA 91761 | scott.swonke@meadhunt.com | 909-467-8552 | 608-273-6391 | |
| Ryan Israel | Cal Stripe | 2040 E. Steel Rd. Colton, CA 92324 | ryan@calstripe.com | 961-212-3240 | 909-884-7106 | |
| Joe Coghill | ARM | 4554 E. Eco Industrial Tucson, AZ 85756 | joe@ARMwestcoast.com | 630-417-0227 | | |
| Kelsey Mulleneaux | Granite Construction | 38000 Monroe St. Indio, CA 92203 | kelsey.mulleneaux@gcinc.com | 760-391-6273 | 760-775-8229 | |
| Lilian Valle | Riverside County | 3403 Tenth St., Ste 400 Riverside, CA 92501 | lvalle@rivco.org | 951-955-9413 | | |
| Vicki Powozok | EDA | 37600 Sky Canyon #501 Murreta, CA 92563 | vpowozok@rivco.org | 951-600-6380 | | |
| Edgar Ocampo | EDA | 56925 Higgins Dr., Thermal, CA 92274 | ecampo@rivco.org | 951-538-5164 | | |
| Rob McIntosh | Maxwell Asphalt | 650 S. Delong St., Salt Lake City, UT 84104 | rob@maxwellasphalt.com | 720-323-7771 | | |
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Please Print



| Name | Representing | Address | Email | Phone | Fax | Cell |
|-------------------|----------------------|---|-----------------------------|----------------|---------------|------|
| Scott Swonke | Mead & Hunt | 7122 6. Court Rd. Dana-ir, Ca 91761 | Scott.Swonke@meadhunt.com | (909) 467 8552 | | |
| Ryan Israel | Cal Stripe | 2040 E Stahl Rd, Colton, CA | Ryan@CalStripe.com | (916) 212-7146 | (97) 884-7166 | |
| Joe Coghill | ARM | 4554 E. Eco Industrial Tulson AZ 85756 | Joe@ARMvest.com | 630-417-0227 | | |
| Kelsey Mollencaux | Granite Construction | 38000 Monroevest Lindero, CA 92203 | Kelsey.mullencaux@gcinc.com | 760-391 6273 | 760-775 8229 | |
| Hiliana Valle | Riverside County | 3403 Tenth St Ste. 400 - Riv | valke@rvco.org | (951) 955-9418 | | |
| Vicki Powaszok | EDA | 37600 SKY CANYON # 501, MURKETA | vpo.wszok@rvco.org | 951 6006380 | | |
| Edgar Campo | EDA | 56925 Higgins Dr. Thermal, CA 92575 | Edcampo@rvco.org | (951) 538-5164 | | |
| Rob McI.osh | Munawar & Associates | 650 Sycamore St. Belong St. S.C. | rob@munawar.com | 726-323-7771 | | |
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Please Print



OFFICE OF COUNTY COUNSEL
COUNTY OF RIVERSIDE

3960 ORANGE STREET, SUITE 500
RIVERSIDE, CA 92501-3674
TELEPHONE: 951/955-6300
FAX: 951/955-6322 & 951/955-6363

September 26, 2018

Mr. Kevin Warren

By email only: kevinwarren2@me.com

Re: Jacqueline Cochran Regional Airport - Rehabilitation of Runway 17-35 Taxiway F & Connector Taxiways Construction Bid Protest by Surface Prep and Maintenance

Dear Mr. Warren:

This office is the civil legal advisor to the County of Riverside and its various departments, including the Economic Development Agency (EDA) Aviation Department. This office reviewed the bids submitted by American Road Maintenance (ARM) and Maxwell Asphalt Inc. (Maxwell) in conjunction with the Aviation Department. Aviation received your email dated September 19, 2018 regarding the above referenced project and protesting the award of the project to ARM.

On July 25, 2018, two bids were received in the Office of the Clerk of the Board for the subject project. After the public bid opening, ARM was announced as the apparent low bidder and Maxwell was the second low bidder.

Your request to declare ARM as non-responsive bidder, reject that bid, and award this project to the second low bidder, Maxwell, is denied as Surface Prep and Maintenance does not have standing to protest the award. The Bid Package regarding the above referenced project included a provision for Appeal by Unsuccessful Bidders (section 38 in the Instructions to Bidders). That provision provides that "Any unsuccessful bidder may appeal a pending bid award prior to award by County." A bidder defined as "Any... corporation acting directly or through a duly authorized representative, who submits a proposal for the work contemplated" (FAA General Provision 10-09). A proposal is defined as "[t]he written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications" (FAA General Provision 10-40). Surface Prep and Maintenance is not a bidder as defined in the Project General Conditions because they did not submit a complete and signed Bid Form (with other submittals) to the County on its own behalf for this Project. Surface Prep and Maintenance is not a bidder as defined by the General Conditions and does not have standing to submit a bid protest.

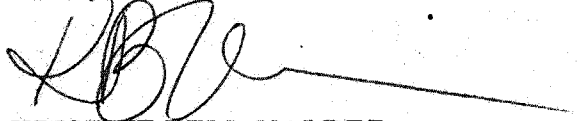
Your request to declare ARM non-responsive and awarded the project to Maxwell is also denied as untimely and failing to meet the requirements set out in the Instructions to Bidders. Section 38 in the Instructions to Bidders lays out the requirements for an appeal by an unsuccessful bidder.

Section 38(A) requires that bidders "submit a written protest within five (5) workdays after the bid opening." The bids were opened on July 25, 2018 and the protest was received on September 19, 2018, thirty-nine (39) working days after the bid opening. Therefore, the bid protest is denied as untimely. Furthermore, section 38 subsections C and D require that a bond be posted by the appealing bidder in the amount of 25% of the applicant's bid. The County did not receive a bond from Surface Prep and Maintenance for this purpose. As a result, even if Surface Prep and Maintenance was found to be a bidder within the definitions in the general provisions, the protest is denied as failing to meet the requirements for a protest.

As Surface Prep and Maintenance does not have standing to file a bid protest on this project, and the protest is untimely, your request to reject the bid of ARM and instead award to Maxwell is denied.

Sincerely,

GREGORY P. PRIAMOS
County Counsel



KRISTINE BELL-VALDEZ
Deputy County Counsel

KBV:kbv

cc: Vincent Yzaguirre
Liliana Valle

NOTICE TO CONTRACTORS BIDDING THIS PROJECT

The bidder is advised that an addendum has been issued for the Contract Documents and Specifications for the following project:

Project Title: Jacqueline Cochran Regional Airport Runway 17-35, Taxiway F and Connector Taxiway Pavements Rehabilitation

FAA AIP No.: 3-06-0255-023-2017

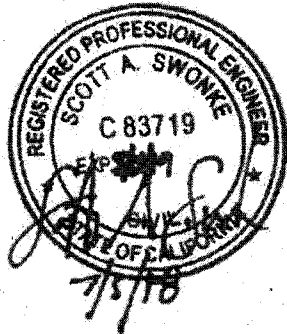
Bid Opening: July 25, 2018 at 11:00 a.m.

ADDENDUM No. 1

As attached: Issued July 5, 2018

Total number of pages (including this cover sheet): 12

The time, date, and place of the Bid Opening are unchanged by this addendum.




ACKNOWLEDGEMENT OF ADDENDUM

Please sign this addendum acknowledgement form and include it with your bid. Failure to submit a signed copy of each and every addendum for a project with your bid will be grounds for finding the bid unresponsive.

American Road Maintenance

Contractor

Signature 

7/24/18

Date

NOTICE TO CONTRACTORS BIDDING THIS PROJECT

The bidder is advised that an addendum has been issued for the Contract Documents and Specifications for the following project:

Project Title: Jacqueline Cochran Regional Airport Runway 17-35, Taxiway F and Connector Taxiway Pavements Rehabilitation

FAA AIP No.: 3-06-0255-023-2017

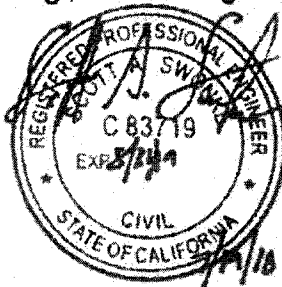
Bid Opening: July 25, 2018 at 11:00 a.m.

ADDENDUM No. 2

As attached: Issued July 19, 2018

Total number of pages (including this cover sheet): 12

The time, date, and place of the Bid Opening are unchanged by this addendum.



ACKNOWLEDGEMENT OF ADDENDUM

Please sign this addendum acknowledgement form and include it with your bid. Failure to submit a signed copy of each and every addendum for a project with your bid will be grounds for finding the bid unresponsive.

American Road Maintenance

Contractor

J. G. Hall

Signature

7/24/18

Date

PROPOSAL FORMS

BIDDER'S CHECK LIST

for

**Jacqueline Cochran Regional Airport
Runway 17-35, Taxiway F and Connector Taxiway Pavements Rehabilitation**

For bid to be considered "responsive" the following documents are required to be fully executed and submitted with your bid:

- Bidder's Check List (This List)
- Proposal Form
- Bid Schedules (Base Bid, Bid Alternate 1)
- Acknowledgment of receipt of addendum (at end of Bid Schedule)
- List of Subcontractors
- Bidder's Statement on Previous Contracts
- Prohibition of Segregated Facilities
- Certification of Bidder Regarding Affirmative Action Program
- Certification Regarding Foreign Trade Restrictions
- Certificate of Buy American Compliance for Manufactured Products
- Non-Collusion Declaration
- Non-lobbying Certification
- Suspension and Debarment Requirements Certification
- Public Contract Code Sections 10285.1 Statement, 10162 Questionnaire & 10232 Statement
- Drug-free Workplace Certification
- Certification of Offerer/Bidder Regarding Tax Delinquency and Felony
- Convictions
- Bid Bond

BIDDER IS ALSO REQUIRED TO SUBMIT THE FOLLOWING WRITTEN STATEMENTS OF QUALIFICATIONS AT TIME OF BID:

✓
EVIDENCE OF COMPETENCY

Each bidder shall submit "evidence of competency" to the Owner at the time of bid opening (See FAA General Provisions Section 20-02 of the project specifications for details).

✓
EVIDENCE OF FINANCIAL RESPONSIBILITY

Each bidder shall submit "evidence of financial responsibility" to the Owner at the time of bid opening (See FAA General Provisions Section 20-02 of the project specifications for details).

The **apparent low bidder** will be required to provide the following **after** notice of apparent low bid:

- Disadvantaged Business Enterprise forms (within 5 days of bid opening)

The **successful bidder** will be required to provide the following **after** notice of award:

- Signed Contract
- Performance Bond (100%)
- Payment/Labor and Materials Bond (100%)
- Maintenance Bond

PROPOSAL FORM
COUNTY OF RIVERSIDE, CALIFORNIA

JACQUELINE COCHRAN REGIONAL AIRPORT RUNWAY 17-35, TAXIWAY F AND CONNECTOR
TAXIWAY PAVEMENTS REHABILITATION

FROM: Joe Coghill
NAME OF BIDDER American Road Maintenance
BUSINESS ADDRESS 4554 E Eco Industrial Pl Tucson, AZ 85756
BUSINESS TELEPHONE 630-417-0227 AFTER-HOURS TELEPHONE 63,027.00
CONTRACTOR LICENSE NUMBER 982100

TO: COUNTY OF RIVERSIDE

The undersigned, as bidder, *under penalty of perjury*, declares that the only persons or parties interested in this proposal as principals are those named herein: that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the proposed form of contract, the Plans and Specifications herein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the COUNTY OF RIVERSIDE, in the form of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all the work and furnish all the materials specified in the Contract in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following item prices, to wit:

NOTE: *The bidder shall set forth a Unit price or Lump Sum Price for each item of Work for "Base Bid" and "Bid Alternates" (if applicable) as listed on the Bid Schedule in clearly legible figures and words, in the respective spaces provided for this purpose. This price shall include all materials, labor, mobilization efforts, and all incidentals required to complete the work for this Project.*

BID SCHEDULE

Jacqueline Cochran Regional Airport
Runway 17-35, Taxiway F and Connector Taxiway Pavements Rehabilitation

Base Bid

| ITEM NO. | SPEC REF. | ITEM DESCRIPTION | UNIT | QTY | UNIT PRICE | | TOTAL Price (Figures) |
|----------|-----------|---|------|---------|------------|---|-----------------------|
| | | | | | Figures | in Words (dollars & cents) | |
| 1 | A-105-3.1 | MOBILIZATION | LS | 1 | \$ 199,000 | One hundred ninety nine thousand dollars and zero cents | \$ 199,000 |
| 2 | A-105-3.2 | AIRFIELD SAFETY AND TRAFFIC CONTROL | LS | 1 | \$ 15,000 | Fifteen thousand dollars and zero cents | \$ 15,000 |
| 3 | P-101-5.1 | PAVEMENT MARKING REMOVAL | SF | 72,000 | \$ 1.10 | One dollar and ten cents | \$ 79,200 |
| 4 | P-101-5.2 | MINOR CRACK SEAL (<3/8") | LF | 18,000 | \$ 1.25 | One dollar and twenty five cents | \$ 22,500 |
| 5 | P-101-5.3 | MODERATE CRACK SEAL (>3/8", <1") | LF | 15,000 | \$ 1.25 | One dollar and twenty five cents | \$ 18,750 |
| 6 | P-101-5.4 | PAVEMENT PATCH (>1") | SF | 250 | \$ 10 | Ten dollars and zero cents | \$ 2,500 |
| 7 | P-101-5.5 | RUBBER REMOVAL | SF | 103,000 | \$.10 | Zero dollars and ten cents | \$ 10,300 |
| 8 | P-101-5.6 | COLD MILLING | SY | 2,200 | \$ 5.04 | Five dollars and four cents | \$ 11,088 |
| 9 | P-156-5.1 | COMPLIANCE WITH POLLUTION, EROSION, AND SILTATION CONTROL | LS | 1 | \$ 12,000 | Twelve thousand dollars and zero cents | \$ 12,000 |

ATTACHMENT 1

| ITEM NO. | SPEC REF. | ITEM DESCRIPTION | UNIT | QTY | UNIT PRICE | | TOTAL Price (Figures) |
|--|-------------|---|------|---------|------------|--|-----------------------|
| | | | | | Figures | In Words (dollars & cents) | |
| 10 | P-401-8.1.1 | HMA | TON | 600 | \$ 184 | One hundred eighty four dollars and zero cents | \$ 110,400 |
| 11 | P-608-8.1 | ASPHALT SURFACE TREATMENT | SY | 166,738 | \$ 1.15 | One dollar and fifteen cents | \$ 191,748.70 |
| 12 | P-608-8.2 | RUNWAY FRICTION TESTING, PRE AND POST APPLICATION | LS | 1 | \$ 5,000 | Five thousand dollars and zero cents | \$ 5,000 |
| 13 | P-620-5.1 | PAVEMENT MARKING (WITH REFLECTIVE MEDIA), WHITE, 2 COATS | SF | 78,562 | \$.55 | Zero dollars and fifty five cents | \$ 43,209.10 |
| 14 | P-620-5.2 | PAVEMENT MARKING (WITH REFLECTIVE MEDIA), YELLOW, 2 COATS | SF | 27,500 | \$.55 | Zero dollars and fifty five cents | \$ 15,125 |
| 15 | P-620-5.3 | PAVEMENT MARKING, BLACK, 1 COAT | SF | 19,000 | \$.55 | Zero dollars and fifty five cents | \$ 10,450 |
| TOTAL Base Bid in Figures | | | | | | | \$ 746,270.80 |
| Total Base Bid in Words: | | | | | | | |
| Seven hundred forty six thousand two hundred seventy dollar and eighty cents | | | | | | | |

Bid Alternate 1

| ITEM NO. | SPEC REF. | ITEM DESCRIPTION | UNIT | QTY | UNIT PRICE | | TOTAL Price (Figures) |
|----------|-------------|---|------|--------|------------|---|-----------------------|
| | | | | | Figures | in Words (dollars & cents) | |
| A1 | A-105-3.2 | AIRFIELD SAFETY AND TRAFFIC CONTROL | LS | 1 | \$ 2,000 | Two thousand dollars and zero cents | \$ 2,000 |
| A2 | P-101-5.1 | PAVEMENT MARKING REMOVAL | SF | 8,200 | \$ 1.10 | One dollar and ten cents | \$ 9,020 |
| A3 | P-101-5.2 | MINOR CRACK SEAL (<3/8") | LF | 12,000 | \$ 1.25 | One dollar and twenty five cents | \$ 15,000 |
| A4 | P-101-5.3 | MODERATE CRACK SEAL (>3/8", <1") | LF | 6,000 | \$ 1.25 | One dollar and twenty five cents | \$ 7,500 |
| A5 | P-101-5.4 | PAVEMENT PATCH (>1') | SF | 100 | \$ 10 | Ten dollars and zero cents | \$ 1,000 |
| A6 | P-101-5.6 | COLD MILLING | SY | 5,100 | \$ 4.75 | Four dollars and seventy five cents | \$ 24,225 |
| A7 | P-156-5.1 | COMPLIANCE WITH POLLUTION, EROSION, AND SILTATION CONTROL | LS | 1 | \$ 3,000 | Three thousand dollars and zero cents | \$ 3,000 |
| A8 | P-401-8.1.1 | HMA | TON | 1,375 | \$ 132 | One hundred thirty two dollars and zero cents | \$ 181,500 |
| A9 | P-608-8.1 | ASPHALT SURFACE TREATMENT | SY | 62,475 | \$ 1.15 | One dollar and fifteen cents | \$ 71,846.25 |
| A10 | NOT USED | NOT USED | N/A | N/A | \$0.00 | ZERO DOLLARS, AND ZERO CENTS | \$0.00 |
| A11 | P-620-5.2 | PAVEMENT MARKING (WITH REFLECTIVE MEDIA), YELLOW, 2 COATS | SF | 14,100 | \$.55 | Zero dollars and fifty five cents | \$ 7,755 |

Jacqueline Cochran Regional Airport
Riverside County, California
Runway 17-35, Taxiway F and Connector Taxiway Pavements Rehabilitation

PF-6

Division I
Proposal Forms
Addendum 2

| ITEM NO. | SPEC REF. | ITEM DESCRIPTION | UNIT | QTY | UNIT PRICE | | TOTAL Price (Figures) |
|--|-----------|---------------------------------|------|--------|------------|-----------------------------------|-----------------------|
| | | | | | Figures | in Words (dollars & cents) | |
| A12 | P-620-5.3 | PAVEMENT MARKING, BLACK, 1 COAT | SF | 13,000 | \$.55 | Zero dollars and fifty five cents | \$ 7,150 |
| TOTAL Bid Alternate 1 in Figures | | | | | | | \$ 329,996.25 |
| Total Bid Alternate 1 in Words: | | | | | | | |
| Three hundred twenty nine thousand nine hundred ninety six dollars and twenty five cents | | | | | | | |

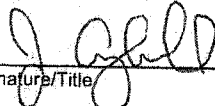
TOTAL BASE BID IN FIGURES: 746,270.80

TOTAL BID ALTERNATE 1 IN FIGURES: 329,996.25

TOTAL BASE BID + BID ALTERNATE 1 IN FIGURES: 1,076,267.05

Acknowledgment of Addenda

| Addendum No. | Initial |
|--------------|-----------|
| <u>1</u> | <u>JC</u> |
| <u>2</u> | <u>JC</u> |

 President

Signature/Title

American Road Maintenance
Company

982100 4/30/19
Contractor's License Number/Expiration Date

NOTE: Contractor License Number and Expiration Date stated herein are made under penalty of perjury.

LIST OF SUBCONTRACTORS FORM

PURSUANT TO THE PROVISIONS SET FORTH IN TITLE I, DIVISION 5, CHAPTER 2 (Sections 4100-4113, inclusive) of the Government Code of the State of California -- it is required that the Contractor set forth in his Bid the name and principal business address of each Subcontractor who will perform work or labor or render service to the Contractor on or about the construction. Vendors or suppliers of materials, only, are not required to be listed.

If a Contractor fails to specify a Subcontractor for any portion of the work to be performed under the Contract, on or about the construction of the project, in excess of 1/2 of 1% of the Contractor's total Bid, he shall be deemed to have agreed to perform such portion himself, using his own resources and employed personnel and he shall not be permitted to sub-contract that portion of the work, except under the conditions set forth in Section 4107 of the Government Code of the State of California. Subcontractors shall not sublet their work as a whole.

Should the Contractor violate any of the provisions of said Chapter, his so doing will be deemed a violation of his Contract and the awarding authority shall have the right to terminate the Contractor's control over the work. Upon any such violation, the Contractor may be subject to such penalties as are prescribed by Law.

| Name and Address of Subcontractor | License-No. | DIR License No. | Description of Work & Reference to Bid Items | Portion of Work (%) |
|--|---------------|-----------------|---|---------------------|
| Cal Stripe, Inc 2040 E. Steel Rd Colton, CA 92324 | 685387 | 1000001100 | Paint and Rubber Removal Pavement markings | 18% |
| Granite Construction Company PO Box 50085 Watsonville, CA 95077 | 89 1004777 | 1000000085 | HMA | 20% |
| Pavement Recycling Systems INC 10240 San Sevaine Way Jurupa Valley, CA 91752 | 569352 | 1000003363 | Cold Milling | 4% |
| | | | | |

The total portion of work to be sub-contracted is 42 %.

END OF SECTION

BIDDER'S STATEMENT ON PREVIOUS CONTRACTS
SUBJECT TO EEO CLAUSE
(REFERENCE 41 CFR § 60-1.4, EXECUTIVE ORDER 11246)

Each bidder, prospective prime contractor, and proposed subcontractor must complete the following form:

The Bidder (Proposer) shall complete the following statement by checking the appropriate boxes.

The Bidder (Proposer) has has not participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

The Bidder (Proposer) has has not submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Bidder (Proposer) has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder (Proposer) shall submit a compliance report on Standard Form 100, "Employee Information Report EEO -1", prior to the award of contract.

7/24/18
Date

J. G. Bell - President
Signature and Title

PROHIBITION of SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

7/24/18

Date

 President
Signature and Title

36-2615355

IRS Employer Identification Number

CERTIFICATION OF BIDDER REGARDING

AFFIRMATIVE ACTION PROGRAM

(REFERENCE: 41 CFR PART 60-4, EXECUTIVE ORDER 11246)

The bidder hereby certifies that he is in compliance with the Civil Rights Act of 1964, Executive Order No. 11246, Employment Practices Act, and any other applicable Federal and State laws and regulations relating to equal opportunity employment.

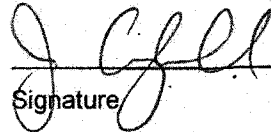
Bidder's Name: American Road Maintenance

Address: 4554 E Eco Industrial Pl Tucson, AZ 85756

Name and Title of Signer: Joe Coghil / President

7/24/18

Date


Signature

NOTE: The contractor to whom the Contract is awarded shall submit a statement each month certifying that he is in conformance with the Affirmative Action Program.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

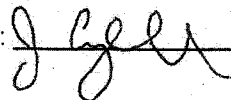
The bidder/offeror is committed to a minimum of _____% DBE utilization on this contract.

The bidder/offeror (if unable to meet the DBE goal of 12.5%) is committed to a minimum of 7.5 % DBE utilization on this contract and submits documentation demonstrating good faith efforts.

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Civil Right Staff of the Federal Aviation Administration.

Name of bidder/offeror's firm: American Road Maintenance

State Registration No.: 1000041545

By:  Joe Coghill

Title: President

LIST OF DBE SUBCONTRACTORS

CONTRACT AMOUNT

| 1. <u>Saddleback Surveys, Inc.</u> | <u>949-215-8630</u> | <u>\$ 15,000</u> |
|--|---------------------|------------------|
| Name | Phone | |
| 2. <u>Traffic Loops and Crackfilling</u> | <u>714-520-4026</u> | <u>\$ 40,000</u> |
| Name | Phone | |
| 3. <u>Acme Safety and Supply</u> | <u>619-299-5100</u> | <u>\$ 25,000</u> |
| Name | Phone | |
| 4. _____ | _____ | <u>\$</u> |
| Name | Phone | |
| 5. _____ | _____ | <u>\$</u> |
| Name | Phone | |
| 6. _____ | _____ | <u>\$</u> |
| Name | Phone | |
| 7. _____ | _____ | <u>\$</u> |
| Name | Phone | |

CERTIFICATION REGARDING FOREIGN TRADE RESTRICTIONS

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

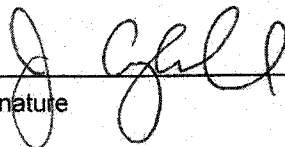
Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

7/24/18

Date

Signature



CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS

(Type 2 - Non-building construction projects, equipment acquisition projects)

| | |
|----------------------|--|
| PROJECT NAME: | Runway 17-35, Taxiway F and Connector Taxiway Pavements Rehabilitation |
| AIRPORT NAME: | Jacqueline Cochran Regional Airport |
| AIP NUMBER: | 3-06-0255-023-2017 |

This solicitation and any resulting contract(s) are subject to the Buy America requirements of 49 U.S.C. Section 50101. The bidder certifies it and all associated subcontractors will comply with the Buy American preferences established under Title 49 U.S.C. Section 50101 as follows:

U.S.C. Section 50101 - Buying goods produced in the United States

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States, or;
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects

4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver - Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

7/24/18

Date

Signature

American Road Maintenance

Company Name

President

Title

NON-COLLUSION AFFIDAVIT

**TITLE 23 UNITED STATES CODE SECTION 112 AND
PUBLIC CONTRACT CODE SECTION 7106**

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

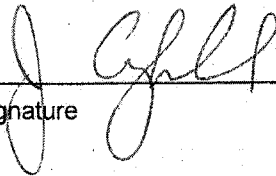
Note: The above Non-Collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-Collusion Affidavit.

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

7/24/18

Date

Signature



**NON-LOBBYING CERTIFICATION
FOR FEDERAL AID CONTRACTS**

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

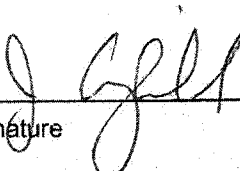
- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7/24/18

Date

Signature



**SUSPENSION AND DEBARMENT REQUIREMENTS
FOR ALL CONTRACTS OVER \$25,000
49 CFR PART 29**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

American Road Maintenance

Signature (Name of Bidder)

7/24/18
Date

Joe Coghill / President
(Name and Title of Signing Official)



Business Address

4554 E Eco Industrial Pl

Tucson, AZ 85756

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats.1985), the Bidder hereby declares under penalty of perjury under the laws of the State of California that the

Bidder has _____ has not _____

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

Note: The Bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement.

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

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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

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

Yes _____ No _____ If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT SECTION 10232 STATEMENT

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

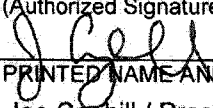
Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

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

STATE OF CALIFORNIA
DRUG-FREE WORKPLACE CERTIFICATION
 STD. 21 (REV 12/93) Automated)

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized to legally bind the prospective contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

| | |
|---|--|
| CONTRACTOR/BIDDER FIRM NAME American Road Maintenance | FEDERAL ID NUMBER 36-2615355 |
| (Authorized Signature)  | DATE EXECUTED 7/24/18 |
| PRINTED NAME AND TITLE OF PERSON SIGNING Joe Coghill / President | TELEPHONE NUMBER (Include Area Code) 630-417-0227 |
| TITLE President | |
| CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS 4554 E. Eco Industrial Pl Tucson, AZ 85756 | |

The contractor or grant recipient named above hereby certifies with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code 8355(b), to inform employees about all of the following:
 - (a) The Dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy in maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code 8355(c), that everyone who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until 11/24/20 (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY
AND FELONY CONVICTIONS**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

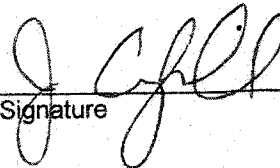
Felony conviction: Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

7/24/18

Date

Signature



American Road Maintenance

Company Name

President

Title

BID BOND

Recitals: 1. American Road Maintenance, Inc. "Contractor", has submitted his Contractor's Proposal to County of Riverside, "County", for the construction of public work for the Jacqueline Cochran Regional Airport Runway 17-35 Taxiway F, and Connector Taxiway Pavements Rehabilitation in accordance with a Notice Inviting Bids of County dated July 6, 2018.

2. Travelers Casualty & Surety Company of America

a Connecticut corporation, hereafter called "Surety", is the surety of this Bond.

Agreement: We, Contractor as principal and Surety as surety, jointly and severally agree and state as follows:

1. The amount of the obligation of this bond is 10% of the amount of the Contractor's Proposal, including all bid alternates, and inures to the benefit of County.

2. This Bond is exonerated by (1) County rejecting said Proposal or, in the alternate, (2) if said Proposal is accepted, Contractor executes the Agreement and furnishes the Bonds as agreed to in its Proposal, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to act as agreed to in its Proposal. Some types of possible loss, damage and expense are specified in the Contractor's Proposal.

3. Surety, for value received, stipulates and agrees that its obligations hereunder shall in no way be impaired or affected by any extension of time within which County may accept the Proposal and waives notice of any such extension.

4. This Bond is binding on our heirs, executors, administrators, successors and assigns.

Dated: July 6, 2018

Travelers Casualty & Surety Company of America

American Road Maintenance, Inc.

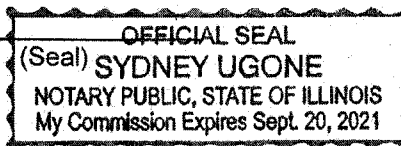
By: Kenya Conley
Title: Attorney in Fact - Kenya Conley
"Surety"

By: J. Akell
Title: President
"Contractors"

STATE OF Illinois)
COUNTY OF COOK) ss.

On 7/6/18 before me personally appeared Kenya Conley known to me to be the person whose name is subscribed to the within instrument as Attorney in Fact.

Sydney Ugone
Notary Public



(NOTE: Affix corporate seals.)



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Kenya Conley** of **CHICAGO Illinois**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: *Robert L. Raney*
 Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **6th** day of **July**, 2018



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

American Road Maintenance, Inc.
FINANCIAL STATEMENTS,
SUPPLEMENTAL SCHEDULES AND
INDEPENDENT ACCOUNTANTS' REVIEW REPORT
Year ended December 31, 2017

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INDEPENDENT ACCOUNTANTS' REVIEW REPORT

Board of Directors
American Road Maintenance, Inc.
Tucson, Arizona

We have reviewed the accompanying financial statements of American Road Maintenance, Inc. (an S corporation) (the "Company"), which comprise the balance sheet as of December 31, 2017, the related statements of operations, changes in stockholders' equity, and cash flow; for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountants' Conclusion


Based on our review, except for the issue in the Known Departure from Accounting Principles Generally Accepted in the United States of America paragraph, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Supplementary Information

The accompanying information included in the schedules of general and administrative expenses and contracts-in-progress is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The supplementary information has been subjected to the review procedures applied in our review of the basic financial statements. We not aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and, accordingly, do not express an opinion on such information.

Known Departure From Accounting Principles Generally Accepted in the United States of America

As disclosed in Note M to the financial statements, accounting principles generally accepted in the United States of America require that fixed assets be depreciated over their estimated useful lives. The Company has computed depreciation on selected fixed assets in accordance with methods allowed for federal income tax purposes, which do not allocate depreciation to expense over the estimated useful lives of the assets. Had the Company recognized depreciation expense in accordance with accounting principles generally accepted in the United States of America,



R&A CPA_s

A Professional Corporation

Tucson, Arizona
April 3, 2018



INDEPENDENT ACCOUNTANTS' REVIEW REPORT

Board of Directors
American Road Maintenance, Inc.
Tucson, Arizona

We have reviewed the accompanying financial statements of American Road Maintenance, Inc. (an S corporation) (the "Company"), which comprise the balance sheet as of December 31, 2017, the related statements of operations, changes in stockholders' equity, and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountants' Conclusion


Based on our review, except for the issue in the Known Departure From Accounting Principles Generally Accepted in the United States of America paragraph, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Supplementary Information

The accompanying information included in the schedules of general and administrative expenses and contracts-in-progress is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The supplementary information has been subjected to the review procedures applied in our review of the basic financial statements. We not aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and, accordingly, do not express an opinion on such information.

Known Departure From Accounting Principles Generally Accepted in the United States of America

As disclosed in Note M to the financial statements, accounting principles generally accepted in the United States of America require that fixed assets be depreciated over their estimated useful lives. The Company has computed depreciation on selected fixed assets in accordance with methods allowed for federal income tax purposes, which do not allocate depreciation to expense over the estimated useful lives of the assets. Had the Company recognized depreciation expense in accordance with accounting principles generally accepted in the United States of America,



R&A CPA PC

A Professional Corporation

Tucson, Arizona
April 3, 2018

American Road Maintenance, Inc.

NOTES TO FINANCIAL STATEMENTS

December 31, 2017

(See Independent Accountants' Review Report)

NOTE A – SIGNIFICANT ACCOUNTING POLICIES

A summary of the significant accounting policies consistently applied by American Road Maintenance, Inc. (the "Company") in preparation of its financial statements follows.

Organization and Business Activity

The Company is an asphalt emulsions spreading company, working as general and subcontractors for governmental and commercial customers throughout the United States. The Company also performs snowplowing services during the off season in the Chicago, Illinois area.

Basis of Accounting

The financial statements of the Company have been prepared on the accrual basis of accounting and, accordingly, reflect expenses as incurred and revenues as earned.

Revenue and Cost Recognition

The Company enters into fixed-price, multi-level contracts that are generally divided into distinct and short-term phases. Each phase is performed in a relatively short duration and significant time separates the completion of one phase and the beginning of the next phase. Due to the short-term duration of the distinct phases of the contracts, revenues and associated contract costs from all contracts are recognized on the completed-contract method, at the completion of each distinct phase.

Contracts costs include all direct material, labor, subcontracting, and equipment costs, and those indirect costs related to contract performance, such as travel, hotels, and meals. General and administrative costs are charged to expense as incurred.

Cash and Cash Equivalents

For purposes of financial statement presentation, the Company classifies all highly liquid investments purchased with an original maturity of three months or less to be cash equivalents.

Concentrations of Credit and Business Risk

The Company's cash and cash equivalents are held at financial institutions whereby deposits are insured by the Federal Deposit Insurance Corporation ("FDIC"). At times, such cash and cash equivalents may be in excess of the FDIC insurance limits; however, management does not believe it is exposed to any significant credit risk on cash and cash equivalents.

Accounts Receivable

Accounts receivable consist of uncollateralized amounts due from completed contracts. The Company uses the allowance method for recording bad debts. The allowance is estimated using historical write-offs and revenues. Actual write-offs are determined by management and recorded in the period management assesses the balance as uncollectible. At December 31, 2017, management had determined no allowance for doubtful accounts was considered necessary.

Inventory

Inventory consists of material for jobs and is stated at the lower of cost or market using the first-in, first-out method.

American Road Maintenance, Inc.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

December 31, 2017

(See Independent Accountants' Review Report)

NOTE A - SIGNIFICANT ACCOUNTING POLICIES (continued)

Property and Equipment

Property and equipment in excess of \$500 with an expected useful life of more than one year are stated at cost less accumulated depreciation. Depreciation is calculated using methods allowed for federal income tax purposes. The estimated useful lives of the Company's assets for purposes of computing depreciation are as follows.

| | <u>Years</u> |
|-------------------------|--------------|
| Leasehold Improvements | 10 |
| Machinery and Equipment | 5 - 7 |
| Furniture and Fixtures | 5 |
| Vehicles | 5 |

Expenditures for maintenance and repairs are charged to expense as incurred. When assets are sold or otherwise disposed of, the cost and related accumulated depreciation is removed from the respective accounts and resulting gains or losses recognized.

Income Taxes

The stockholder of the Company has elected to be taxed under the provisions of Subchapter S of the Internal Revenue Code. No provision for federal income taxes has been recorded in these financial statements because the stockholder is responsible for such taxes on their individual income tax returns.

Accounting principles generally accepted in the United States of America clarify the accounting for uncertainty in income taxes by creating a framework to recognize, measure, present, and disclose in financial statements uncertain tax positions that have been taken or are expected to be taken in a tax return. The Company's management believes that there are no material uncertain tax positions for which it is reasonably possible that reported total amounts could significantly differ from amounts that may be determined upon examination by taxing authorities. The Company is no longer subject to federal tax examinations for the years before 2014 and state tax examinations by tax authorities for years before 2013, unless specific conditions are met.

Advertising

The Company's policy is to expense advertising costs as incurred. Advertising expense was [REDACTED]

Sales Taxes

The Company collects sales taxes and remits the entire amount to the appropriate taxing authority. The Company excludes the tax collected and remitted from revenue and cost of revenue.

Uses of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

American Road Maintenance, Inc.

BALANCE SHEET

December 31, 2017

(See Independent Accountants' Review Report)

ASSETS

CURRENT ASSETS:

Cash and cash equivalents
Accounts receivable, net
Inventory
Prepaid expenses
Due from affiliates
Due from stockholder
Employee advances
Security deposits

Total current assets

LONG-TERM ASSETS:

Property and equipment, net of accumulated depreciation of \$1,604,475
Note receivable from stockholder

Total long-term assets

TOTAL ASSETS

LIABILITIES AND STOCKHOLDERS' DEFICIT

CURRENT LIABILITIES:

Accounts payable and accrued expenses
Accrued payroll
Due to affiliates
Due to related party
Current portion of capital lease obligation
Current portion of notes payable

Total current liabilities

LONG-TERM LIABILITIES:

Capital lease obligation, less current portion
Notes payable, less current portion

Total long-term liabilities

TOTAL LIABILITIES

STOCKHOLDERS' EQUITY:

Common stock – authorized, 20,000 shares, \$10 par value;
1,000 shares issued and 490 shares outstanding
Treasury stock, at cost
Retained earnings

Total stockholders' equity

TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY

The accompanying notes are an integral part
of these financial statements.

American Road Maintenance, Inc.

STATEMENT OF OPERATIONS

Year ended December 31, 2017
(See Independent Accountants' Review Report)

Revenues:

Construction revenue
Spreading service revenue
Snowplowing service revenue

Total revenues

Direct costs:

Materials
Direct labor
Subcontractors
Other direct costs
Equipment rental

Total direct costs

Indirect costs:

Fuel lube and toll
Uniforms

Total indirect costs

Gross margin

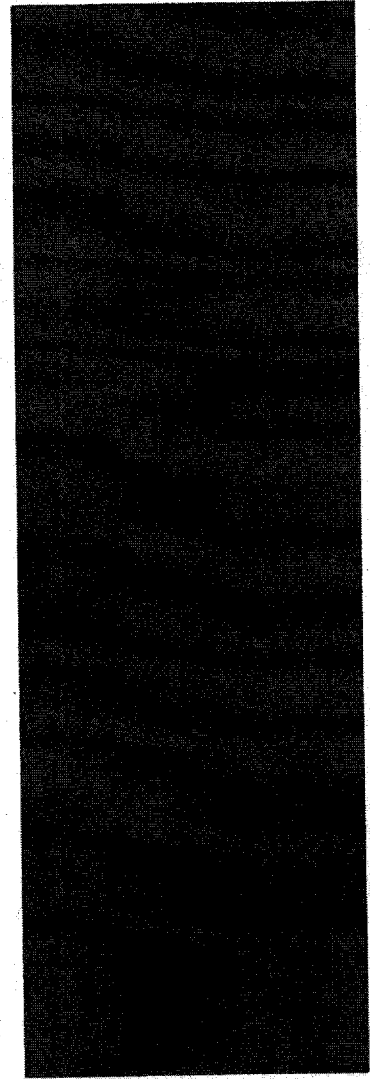
General and administrative expenses

Other (income) expense:

Interest income
Interest expense
Other income

Total other (income) expense

NET INCOME



The accompanying notes are an integral part
of these financial statements.

American Road Maintenance, Inc.

STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY

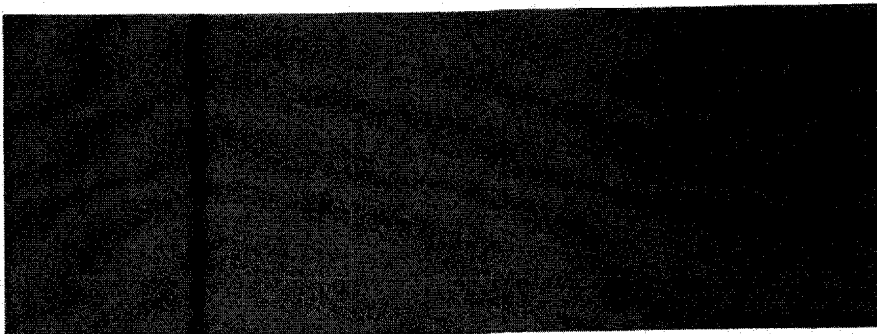
Years ended December 31.
(See Independent Accountants' Review Report)

Balance at December 31, 2016

Treasury stock purchased

Net income

Balance at December 31, 2017



The accompanying notes are an integral part
of these financial statements.

American Road Maintenance, Inc.

STATEMENT OF CASH FLOWS

Year ended December 31, 2017
(See Independent Accountants' Review Report)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

American Road Maintenance, Inc.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

December 31, 2017

(See Independent Accountants' Review Report)

NOTE B - ACCOUNTS RECEIVABLE

| | |
|------------|------------|
| [REDACTED] | |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |

NOTE C - PROPERTY AND EQUIPMENT

| | |
|------------|------------|
| [REDACTED] | |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |

NOTE D - RELATED PARTY TRANSACTIONS

Due from Affiliates

| | |
|------------|------------|
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |

Due to Affiliates

| | |
|------------|------------|
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |

Due to Related Party

| | |
|------------|------------|
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |

American Road Maintenance, Inc.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

December 31, 2017

(See Independent Accountants' Review Report)

NOTE E - NOTE RECEIVABLE FROM STOCKHOLDER

Note receivable from the stockholder of the Company, due in semi-annual payments of [REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

| | |
|------------|------------|
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |

[REDACTED]

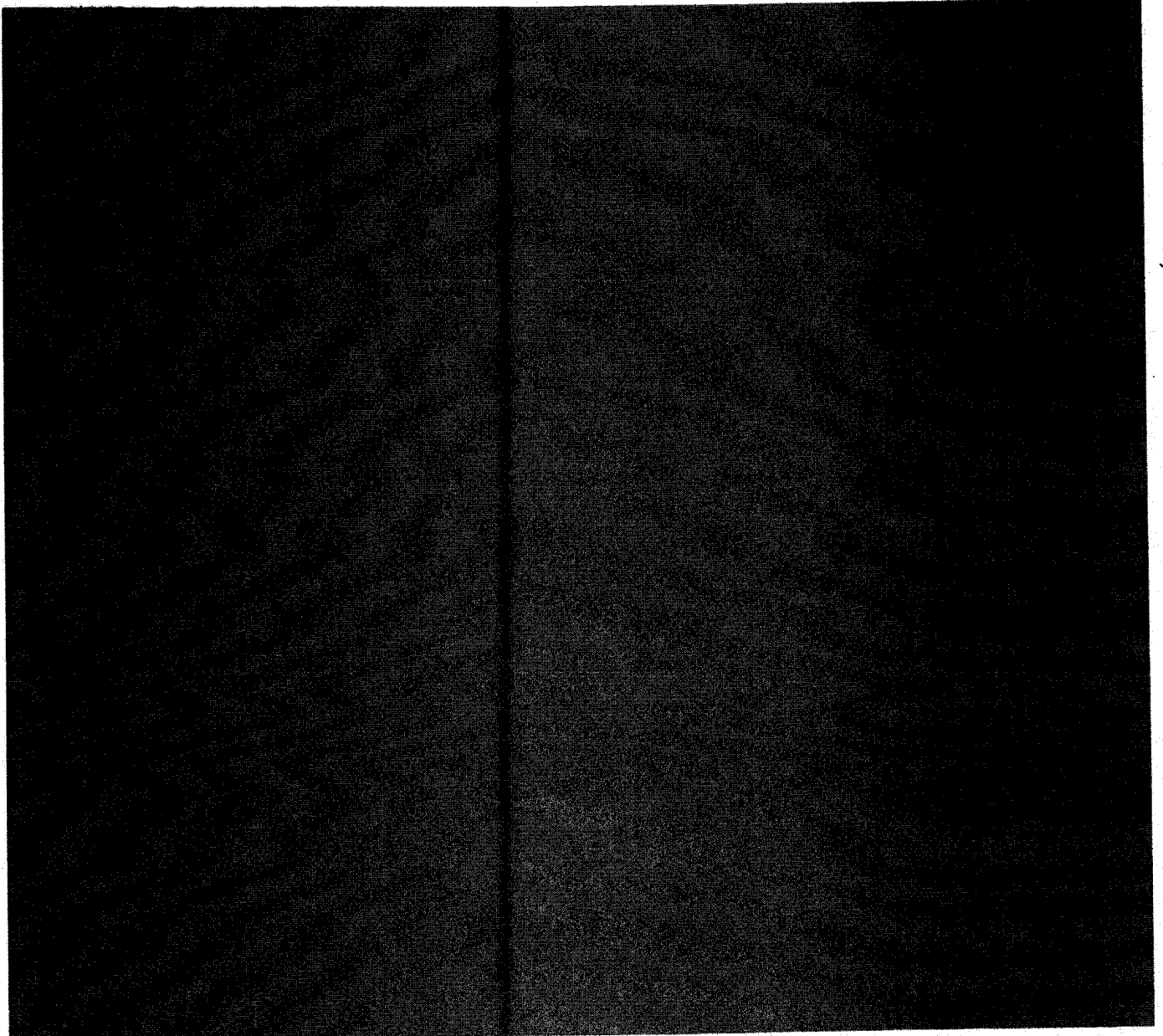
| | | | |
|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

American Road Maintenance, Inc.

NOTES TO FINANCIAL STATEMENTS - *CONTINUED*

December 31, 2017

(See Independent Accountants' Review Report)



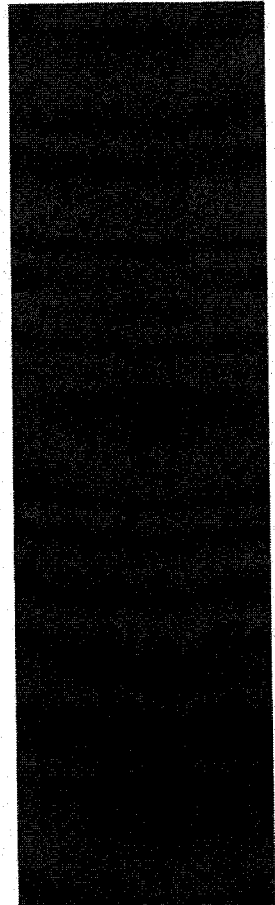
American Road Maintenance, Inc.

SUPPLEMENTAL SCHEDULE OF GENERAL AND ADMINISTRATIVE EXPENSES

Year ended December 31, 2017
(See Independent Accountants' Review Report)

Salaries and wages
Depreciation
Travel
Insurance
Vehicle expenses
Rent
401k expenses
Taxes
Materials and supplies
Professional fees
Telephone
Repairs and maintenance
Employee relations and training
Office expenses
Postage
Licenses and permits
Customer Promotions
Bad debt expense
Miscellaneous expenses
Advertising
Charitable contributions
Utilities
Reimbursed expenses
Bank fees
Computer expenses
Independent contractors
Dues and subscriptions

Total general and administrative expenses





American Road Maintenance Contractor Qualifications

Equipment

2015 BearCat Asphalt Distributor – 3200 Gal tank with 18 ton sander capacity

2012 BearCat Asphalt Distributor – 3200 Gal tank with 4 ton sander capacity

2014 Chevy 3500 – 250 gal tank for hand work and tighter areas

Personnel

Joe Coghill – Owner 15+ years of experience

Kyle Paulson – Project superintendent with over 10 years of experience

Dan Mueller – Project Manager with over 5 years of experience

Rick Winkel – Distributor driver with over 35 years of experience

David Winkel – Laborer, hand truck operator, 7 years of experience

Previous Projects (past two years)

North Island Naval Air Station (Halsey Field)

Fort Campbell Army Airfield

Northern Colorado Regional Airport

Santa Rosa Municipal Airport

Imperial County Airport

Holbrook Municipal Airport

Colorado City Municipal Airport

GRANITE™

To Whom It May Concern,

American Road Maintenance Inc. completed all their scope of works such as crack repair and Gilsonite Sealing at North Coronado NAVFAC Runway Repair Project per the scheduled deadlines and the required specs quality expectations. The company managers were all very responsive and cooperative to achieve the high quality work.

Thanks



ERSAN ELDELEK M.S., P.E
PROJECT MANAGER

Granite Construction Company

5860 El Camino Real #200 Carlsbad, CA 92008-8816

Direct 760-444.50.73 | Cell 775.848.1850

ersan.el@gcinc.com www.graniteconstruction.com

CONTRACT AGREEMENT
JACQUELINE COCHRAN REGIONAL AIRPORT
RUNWAY 17/35, TAXIWAY F AND
CONNECTOR TAXIWAY PAVEMENTS REHABILITATION

THIS AGREEMENT, made and entered into this 23rd day of OCT. 20 18, by and between the County of Riverside of the State of California, hereinafter called "OWNER" and American Road Maintenance Inc., hereinafter called "CONTRACTOR".

WITNESSETH

WHEREAS the CONTRACTOR secured bids for airport improvements known as: Jacqueline Cochran Regional Airport Runway 17-35, Taxiway F and Connector Taxiway Pavements Rehabilitation and;

WHEREAS the CONTRACTOR submitted a proposal for said improvements which is attached hereto and made a part hereof, said proposal having been regularly and duly accepted by minute order of the County of Riverside on the 23th day of October, 2018, all in full compliance with the Contract Documents:

Now, THEREFORE, in consideration of the Mutual Covenants, herein contained, the parties hereto mutually covenant agree to abide as follows:

SCOPE OF WORK

The CONTRACTOR agrees to furnish all labor, materials, tools, and equipment required to perform and complete in good workmanship like manner the work as called for, in the manner designated in and in strict conformance with the Contract Documents and Specifications for the Construction of Improvements at Jacqueline Cochran Regional Airport. Said scope of work shall include: Demolition and removal of existing asphalt pavement, pavement marking removal and surface preparation, asphalt pavement patching and crack sealing, application of seal-coat construction; and pavement marking.

CONTRACT DOCUMENTS

The completed CONTRACT between the parties hereto shall consist of the following identified documents, herein referred to as the Contract Documents: Notice to Bidders, (Advertisement for Bids), Instruction to Bidders, Proposal Form, this Agreement, Bid Bond, Performance Bond, Labor and Materials Bond, Plans, and Specifications and addenda thereto.

Jacqueline Cochran Regional Airport
Riverside County, California
Runway 17-35, Taxiway F and Connector Taxiway Pavements Rehabilitation

OCT 23 2018

3.14

CONTRACT PRICE

The OWNER agrees to pay and the CONTRACTOR agrees to accept, in full payment for the full and complete performance of this CONTRACT, the sum of \$1,076,267.05 subject to additions and deductions as provided for in the Contract Documents.

TIME OF COMPLETION

The time of completion for the bid items is 82. The per diem rate for liquidated damages shall be \$ 1500.

American Road Maintenance, Inc.
(CONTRACTOR)

Name: [Signature]
By: Marc Hakim
Title: Controller

COUNTY OF RIVERSIDE, a
Political Subdivision of the State of
California (OWNER)

By: [Signature]
Chuck Washington, Chairman
Board of Supervisors

ATTEST:
KECIA IHEM-HARPER
Clerk of the Board

By: [Signature]
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos, County
Counsel

By: [Signature]
Kristine Bell-Valdez
Supervising Deputy County
Counsel

PAYMENT BOND

(Public Works Civil Code 3247 et seq.)

The makers of this Bond are American Road Maintenance, Inc., as Principal and Original Contractor, and Travelers Casualty & Surety Company of America, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated October 15, 2018, between Principal and County a public entity, as Owner, for \$ 1,078,267.05, the total amount Payable. THE AMOUNT OF THIS BOND IS 100 PERCENT OF SAID SUM. Said contract is for public work generally consisting of airport improvements at Jacqueline Cochran Airport.

The beneficiaries of this Bond are as stated in 3248 of the Civil Code and the requirements and conditions of this Bond are as set forth in 3248, 3249, 3250, and 3252 of said Code. Without notice, Surety consents to the extension of time for performance, change in requirements, amount of compensation, or prepayment under said Contract.

Dated: 10/15/2018

American Road Maintenance
Original Contractor

Travelers Casualty & Surety Company of America

By: [Signature]
Its Attorney in Fact

By: [Signature]
Title: President
(If corporation, affix seal)

STATE OF CALIFORNIA

COUNTY OF Cook
ACKNOWLEDGEMENT

)
) ss.
)

SURETY'S

On October 15, 2018, before me personally appeared person whose name is subscribed the name of said corporation thereto, and acknowledged that he subscribed the name of said corporation thereto, and his name as its attorney in fact.

[Signature]
Notary Public



NOTE: All signatures must be notarized.

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That American Road Maintenance, Inc., as Principal, and Travelers Casualty & Surety Company of America, as surety, incorporated under the Laws of the State of California and authorized to transact surety business in the State of California, are held and firmly bound unto COUNTY OF RIVERSIDE in the sum of One Million, Seventy Six Thousand, Two Hundred Sixty Seven and 05/100 Dollars (\$ 1,076,267.05), for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

The Condition of the foregoing obligation is such that, Whereas the above bounden Principal has entered into a Contract, dated October 15, 2018, with the COUNTY OF RIVERSIDE to do and perform the following work, to wit:

**Jacqueline Cochran Regional Airport
Runway 17-35, Taxiway F and Connector Taxiway Pavements Rehabilitation**

All alterations, extensions of time, extra and additional work, and other changes authorized by the Specifications or any part of the Contract may be made without securing the consent of the surety or sureties on the contract bonds. Surety waives any requirement of notice of any such alterations, extensions of time, extra and additional work or any other changes.

Now, Therefore, if the above bounden Principal shall well and truly perform the Contract, then this obligation shall be void; otherwise, to remain in full force and effect.

Signed and Sealed this 15 day of October, 2018.

(SEAL)

American Road Maintenance
(Principal)

By J. Gill

Travelers Casualty & Surety Company of America
(Surety)

By Madison Ciombor
Madison Ciombor, Attorney in Fact

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, American Road Maintenance, Inc. of Tucson, Arizona, as Principal, and as Surety, incorporated under the Laws of the State of Connecticut and authorized to transact surety business in the State of California, as Surety, are held and firmly bound unto *** as Oblige in the sum of One Million, Seventy Six Thousand, Two Hundred Sixty Seven and 05/100 Dollars (\$ 1,076,267.05), for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents

The Condition of the foregoing obligation is such that, Whereas the above bounden Principal has entered into a contract, dated October 15, 2018, with the Oblige to do and perform the following work, to wit:

Jacqueline Cochran Regional Airport Runway 17-35, Taxiway F and Connector Taxiway Pavements Rehabilitation

All alterations, extensions of time, extra and additional work, and other changes authorized by the Specifications or any part of the Contract may be made without securing the consent of the surety or sureties on the contract bonds. Surety waives any requirement of notice of any such alterations, extensions of time, extra and additional work or any other changes.

NOW, THEREFORE, if the above bounden Principal, his or its heirs, executors, administrators, successors or assigns; or subcontractors shall fail to pay any of the persons named in Civil Code Section 9000-9566, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Section 18662 of the Revenue and Taxation Code, with respect to such work and labor, the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall insure to the benefit of any and all persons, companies or corporations entitled to file claims under Section Civil Code Section 9000-9566 of the Civil Code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Signed and Sealed this 15 day of October, 2018.

(SEAL)

American Road Maintenance (Principal)

By: J. Cagle

Travelers Casualty & Surety Company of America

By: Madison Ciombor (Surety) Madison Ciombor, Attorney in Fact