

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: August 19, 2024

ITEM NUMBER: 10I

To: Mayor Jordan B. Nefulda & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Award of Bid to Hardy & Harper, Inc. for the Street Improvements on Various Streets FY 2022-2023 Project (CIP No. 23/24-03)

SUMMARY

This item recommends the awarding of a bid to begin the Street Improvements on Various Streets FY 2022-2023 Project (CIP No. 23/24-03). The City proposes to grind and overlay and slurry seal various residential streets throughout the City as part of the ongoing commitment to the pavement management program.

RECOMMENDATION

1. Award contract to Hardy & Harper, Inc., for construction for the Street Improvements on Various Streets FY 2022-2023 Project (CIP No. 23/24-03) project in the amount of \$1,405,000.00; and,
2. Authorize the Mayor to execute the contract with Hardy & Harper, Inc. for the Street Improvements on Various Streets FY 2022-2023 Project (CIP No. 23/24-03) project; and,
3. Authorize the City Manager to add work and execute change orders in an amount not to exceed the contingency reserve of 10% or \$179,000.

BACKGROUND

The citywide street improvement project proposes to grind and overlay and slurry seal various residential streets. It will also replace damaged curb & gutter and lifted sidewalk to correct drainage. ADA curb ramps will also be modified to current codes as necessary for accessibility. Street striping is also included in the scope of work. The project includes the following streets:

- Kyle Street (South of Kinmount Street)
- Kaylor Avenue (Ball Road to Kinmount Street)
- Maple Street (South of Kinmount Street)
- Kinmount Street
- Farnham Avenue
- Catalina Street (Oak Street to Los Alamitos Boulevard)
- Catalina Street (Cherry Street to Kyle Street)
- Noel Street (North of Katella Avenue)
- Glacier Circle
- Vicksburg Circle

- Carlsbad Circle
- Interior Circle
- Ranier Circle
- Apollo Circle
- Saratoga Drive
- Langley Drive
- Essex Drive
- Enterprise Drive
- Midway Drive
- Ticonderoga Drive
- Ranger Drive
- Tarawa Drive
- Bunker Hill Drive
- Green Avenue (Saratoga Drive to Ticonderoga Drive)
- Howard Avenue (Lexington Avenue to Bennington Avenue)

DISCUSSION

Project Bid Results

Notices announcing the solicitation of bids for this project were posted in the local publications, consisting of the Event News-Enterprise and the F.W. Dodge publication. The project was also posted on Planet Bid.

Bids for the project were publicly opened on July 30, 2024 at 11:00 a.m. From the four (4) total bids received, it was determined that the lowest responsible bid submitted was from Hardy & Harper, Inc., with a total bid amount of \$1,405,000.00. The bid results are provided below:

All American Asphalt	\$ 1,458,892.00
Hardy & Harper, Inc.	\$ 1,405,000.00
Onyx Paving Company, Inc.	\$ 1,482,000.00
RJ Noble Company	\$ 1,414,292.00
Average	\$ 1,440,046.00

The following represents an approximate timeline for the completion of the project:

- 08/19/2024 Award of Contract
- 10/01/2024 Start of construction
- 01/20/2025 End of construction

FISCAL IMPACT

The total amount for the project is \$1,969,000, which consists of the following:

- Bid amount - \$1,405,000.
- Design, labor compliance reporting, advertisement, inspection services, construction management - \$385,000
- 10% contingency - \$179,000

Available funding for the projects is provided as follows:

General Fund:	\$1,000,000
SB1 Gas Tax:	\$660,000
<u>Additional Funding Needed:</u>	<u>\$309,000</u>
Total:	\$1,969,000

- Attachment:
1. Hardy & Harper Agreement (CIP No. 23/24-03)
 2. Exhibit A - Hardy & Harper Bid Submission (CIP No. 23/24-03)
 3. Bids Summary (CIP No. 23/24-03)
 4. Los Alamitos Street Paving Map

ARTICLES OF AGREEMENT

STREET IMPROVEMENTS ON VARIOUS STREETS SPECIFICATION NO. CIP 23/24-03 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

THIS STREET IMPROVEMENTS ON VARIOUS STREETSS, SPECIFICATION NO. CIP 23/24-03 AGREEMENT (“AGREEMENT”) is made and entered into for the above-stated project this 19th day of August, 2024, BY AND BETWEEN the City of Los Alamitos, a municipal corporation, hereafter designated as “AGENCY”, and Hardy & Harper, Inc. a California corporation, hereafter designated as “CONTRACTOR.”

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I: Contract Documents

The contract documents for the STREET IMPROVEMENTS ON VARIOUS STREETSS, SPECIFICATION NO. CIP 23/24-03 shall consist of the Notice Inviting Electronic Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two signed copies of the AGREEMENT, two signed copies of required bonds; one copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (collectively referred to herein as the “Contract Documents”). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II: Scope of Work

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and equipment and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

AGENCY hereby employs CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices provided herein, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in this AGREEMENT.

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this AGREEMENT, CONTRACTOR offers and agrees to assign to the AGENCY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (Section 16700, et seq.) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

ARTICLE III: Compensation

A. CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. In no event shall the total compensation and costs payable to CONTRACTOR under this Agreement exceed the sum of One Million Four Hundred Five Thousand Dollars (\$1,405,000.00) unless specifically approved in advance and in writing by AGENCY.

Such compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

B. This AGREEMENT is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This AGREEMENT hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

C. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with AGENCY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR upon Agency's confirmation of CONTRACTOR'S satisfactory completion of this AGREEMENT. At any time during the term of this AGREEMENT CONTRACTOR may, at its own expense, substitute securities for funds otherwise withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

ARTICLE IV: Labor Code

AGENCY and CONTRACTOR acknowledge that this AGREEMENT is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agree to be bound by all the provisions thereof as though set forth fully herein. Full compensation for conforming to the requirements of the Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this AGREEMENT is included in the price for all contract items of work involved.

This AGREEMENT is further subject to prevailing wage law, including, but not limited to, the following:

A. The CONTRACTOR shall pay the prevailing wage rates for all work performed under the AGREEMENT. When any craft or classification is omitted from the general prevailing wage determinations, the CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. The CONTRACTOR shall forfeit as a penalty to AGENCY \$200.00 or any greater penalty provided in the Labor Code

for each Calendar Day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the AGREEMENT in violation of the provisions of the Labor Code whether such worker is employed in the execution of the work by CONTRACTOR or by any Subcontractor under CONTRACTOR. In addition, CONTRACTOR shall pay each worker the difference between such prevailing wage rates and the amount paid to each worker for each Calendar Day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

B. CONTRACTOR shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONTRACTOR is responsible for compliance with Section 1777.5 by all of its subcontractors.

C. Pursuant to Labor Code § 1776, CONTRACTOR and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with this AGREEMENT. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.

D. This AGREEMENT is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:

CONTRACTOR shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by CONTRACTOR's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. CONTRACTOR shall forfeit as a penalty to AGENCY \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by CONTRACTOR or by any Subcontractor of CONTRACTOR, for each Calendar Day during which such worker is required or permitted to the work more than eight hours in one Calendar Day or more than 40 hours in any one calendar week in violation of the Labor Code.

E. This AGREEMENT is subject to Public Contract Code Section 6109: CONTRACTOR shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Sections 1777.1 or 1777.7 of the Labor Code.

ARTICLE V: Work Site Conditions

A. In compliance with and pursuant to Government Code Section 4215, AGENCY shall assume the responsibility, as between the parties to this AGREEMENT, for the timely removal, relocation, or protection of existing main- or trunk-line utility facilities located on the site of any construction project that is a subject of this AGREEMENT, if such utilities are not identified by AGENCY in the plans and specifications made a part of the invitation for bids. The Contract Documents shall include provisions to compensate CONTRACTOR for the costs of locating, repairing damage not due to the failure of CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of AGENCY or the owner of a utility to provide for removal or relocation of such utility facilities.

B. To the extent that the work requires trenches in excess of five feet (5') and is estimated to cost more than \$25,000, prior to any excavation, CONTRACTOR must provide the AGENCY, or a registered civil or structural engineer employed by the AGENCY to whom authority has been delegated to accept such plans, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

C. This AGREEMENT is further subject to Public Contract Code Section 7104 with regard to any trenches deeper than four feet (4') involved in the proposed work as follows:

CONTRACTOR shall promptly, and before the following conditions are disturbed, notify AGENCY, in writing, of any:

- (1) Material that CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated by all available information provided prior to the deadline for submission of bids.
- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

AGENCY shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in CONTRACTOR's cost of, or the time required for, performance of any part of the work, AGENCY shall issue a change order under the procedures described in this AGREEMENT.

In the event that a dispute arises between AGENCY and CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in

CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date provided in the AGREEMENT, but shall proceed with all work to be performed under the AGREEMENT. CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE VI: Insurance

A. With respect to performance of work under this AGREEMENT, CONTRACTOR shall maintain, and shall require all of its subcontractors to maintain, insurance as required by Section E "Standard Specifications" of the Contract Documents.

B. This AGREEMENT is further subject to Workers' Compensation obligations, including, but not limited to, California Labor Code Sections 1860 and 1861 as follows:

CONTRACTOR shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONTRACTOR's employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. CONTRACTOR and any of CONTRACTOR's subcontractors shall be required to provide AGENCY with a written statement acknowledging its obligation to secure payment of Worker's Compensation Insurance as required by Labor Code § 1861; to wit: 'I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.' If any class of employees engaged in work under this AGREEMENT at the site of the Project is not protected under any Worker's Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify and hold harmless AGENCY for any damage resulting from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

ARTICLE VII: Indemnification

To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents (collectively, the "Indemnitees") from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively "Liabilities"), arising out of, in connection with, resulting from or related to, any act, omission, fault or negligence of CONTRACTOR, CONTRACTOR's Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the "Indemnitors"), in connection with or relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT.

If CONTRACTOR is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of CONTRACTOR that are

assumed under or arise out of this AGREEMENT. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of CONTRACTOR contained in, resulting from or assumed under this AGREEMENT, and the failure to give any such notice shall not affect or impair such venturer's or partner's joint and several liability hereunder.

ARTICLE VIII: Binding Effect

AGENCY and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto and to its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents. This AGREEMENT is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

ARTICLE IX: Dispute Resolution

A. In the event of a dispute arising out of the terms of this AGREEMENT, including any action brought to declare the rights granted herein or to enforce any of the terms of this AGREEMENT, the party prevailing in such dispute shall be entitled to all reasonable costs and litigation expenses actually incurred, including fees of attorneys and expert witnesses. Any court action arising out of this AGREEMENT shall be filed in the Los Angeles County Superior Court. Any alternative dispute resolution proceeding arising out of this AGREEMENT shall be heard in the City of Los Angeles or the City of Los Alamitos, California.

B. AGENCY shall have full authority to compromise or otherwise settle any claim relating to this AGREEMENT or any part hereof at any time. AGENCY shall provide timely notification to CONTRACTOR of the receipt of any third-party claim relating to this AGREEMENT. AGENCY shall be entitled to recover its reasonable costs incurred in providing the notification required by this section.

C. This AGREEMENT is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by Contractor, for the response to such claims by the Agency, for a mandatory meet and confer conference upon the request of Contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the parties' failure to resolve the dispute through mediation. This AGREEMENT hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

ARTICLE X: Independent Contractor

CONTRACTOR is and shall at all times remain as to AGENCY, a wholly independent contractor. Neither AGENCY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of AGENCY.

ARTICLE XI: Taxes

CONTRACTOR is responsible for paying all retail, sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this AGREEMENT. The CONTRACTOR is responsible for ascertaining and arranging to pay such taxes and duties. The prices established in this AGREEMENT shall include compensation for any taxes the CONTRACTOR is required to pay by laws and regulations in effect as of the execution of this AGREEMENT.

ARTICLE XII: Notices

All notices and communications shall be sent in writing to the parties at the following addresses:

AGENCY: Chris Kelley

CONTRACTOR: Michael Amundson

CITY OF LOS ALAMITOS

HARDY & HARPER, INC.

3191 Katella Avenue

32 Rancho Circle

Los Alamitos, CA 90720

Lake Forest, CA 92630

ARTICLE XIII: Entire Agreement

This AGREEMENT supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statement or promise not contained in this AGREEMENT shall not be valid or binding. Any modification of this AGREEMENT will be effective only if signed by the party to be charged.

The benefits and obligations of this AGREEMENT shall inure to and be binding upon the representatives, agents, partners, heirs, successors and assigns of the parties hereto. This AGREEMENT shall be construed pursuant to the laws of the State of California.

ARTICLE XIV: Authority to Contract

The signatories hereto represent that they are authorized to sign on behalf of the respective parties they represent and are competent to do so, and each of the parties hereto hereby irrevocably waives any and all rights to challenge signatures on these bases.

ARTICLE XV: General Provisions

A. All reports, documents or other written material (“written products” herein) developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of AGENCY without restriction or limitation upon its use or dissemination by AGENCY. CONTRACTOR may take and retain copies of such written products as desired,

but no such written products shall be the subject of a copyright application by CONTRACTOR.

B. In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.

C. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph at the head of which it appears, the section or paragraph hereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

D. The waiver by AGENCY or CONTRACTOR of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by AGENCY or CONTRACTOR unless in writing.

E. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this AGREEMENT to be executed in duplicate by setting hereunto their names, titles, hands, and seals this 19th day of August, 2024.

CONTRACTOR: HARDY & HARPER, INC.

Michael Amundson, Vice President
Contractor's License No. 215952

Subscribed and sworn to this _____ day of _____, 20__.

NOTARY PUBLIC _____ (SEAL)

AGENCY:

Jordan B. Nefulda, Mayor
City of Los Alamitos

Date

ATTESTED:

Windmera Quintanar, MMC, City Clerk
City of Los Alamitos

Date

APPROVED AS
TO FORM:

Michael S. Daudt, City Attorney
City of Los Alamitos

Date

(EXECUTE IN DUPLICATE)

MAINTENANCE BOND

**STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 23/24-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

KNOW ALL PERSONS BY THESE PRESENTS THAT WHEREAS, the City of Los Alamitos, as AGENCY has awarded to Contractor’s Business Name, as CONTRACTOR, a contract for the above-stated project.

AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with the contract guaranteeing maintenance thereof;

NOW, THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held firmly bound unto AGENCY in the sum of One Million Four Hundred Five Thousand Dollars (\$1,405,000.00), which is fifty percent (50%) of the total contract amount for the above-stated project to be paid to AGENCY, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if CONTRACTOR shall remedy without cost to AGENCY any defects which may develop during a period of one (1) year from the date of recordation of the Notice of Completion of the work performed under the contract, provided such defects are caused by defective or inferior materials or work, then this obligation shall be void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, SURETY will pay reasonable attorneys’ fees to the AGENCY in an amount to be fixed by the court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____ day of _____, 2024.

Contractor*

Michael Amundson, Vice President
Hardy & Harper, Inc.
32 Rancho Circle
Lake Forest, CA 92630
714-444-1851

SURETY*

Subscribed and sworn to this day of....., 2024.

NOTARY PUBLIC.....
..... (SEAL)

(EXECUTE IN DUPLICATE)

WORKERS' COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

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

DATE: _____

By: Contractor's Business Name .

(Contractor)

(Signature)

(Title)

Attest:

By:

(Signature)

(Title)

Note: See Section 5 Legal Relations and Responsibilities, Subsection 5-4 of the Standard Specifications for insurance carrier rating requirements.

ENDORSEMENTS TO INSURANCE POLICY

Name of Insurance Company:

Policy Number:

Effective Date:

The following endorsements are hereby incorporated by reference into the attached Certificate of Insurance as though fully set forth thereon:

1. The naming of an additional insured as herein provided shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured, and
2. The additional insured named herein shall not be held liable for any premium or expense of any nature on this policy or any extensions thereof, and
3. The additional insured named herein shall not by reason of being so named be considered a member of any mutual insurance company for any purpose whatsoever, and
4. The provisions of the policy will not be changed, suspended, canceled or otherwise terminated as to the interest of the additional insured named herein without first giving such additional insured twenty (20) days' written notice.
5. Any other insurance held by the additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance, which is referred to by this certificate.
6. **The company provided insurance for this certificate is a company licensed to do business in the State of California with a Best's rating of A+ VIII or greater.**

It is agreed that the City of Los Alamitos, its officers and employees, are included as Additional Insureds under the contracts of insurance for which the Certificate of Insurance is given.

Authorized Insurance Agent

Date: _____

STATEMENT REGARDING INSURANCE COVERAGE

**STREET IMPROVEMENTS ON VARIOUS STREETSS
SPECIFICATION NO. CIP 23/24-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

The undersigned representative of Bidder hereby certifies that he/she has reviewed the insurance coverage requirements specified in **5.4 LIABILITY INSURANCE** of Section E, Standard Specifications. Should Bidder be awarded the contract for the work, the undersigned further certifies that Bidder can meet all of these specification requirements for insurance including insurance coverage of his/her subcontractors.

NAME OF BIDDER:

MAILING ADDRESS:

.....

.....

AUTHORIZED SIGNATURE:

TITLE:

DATE:

STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS

**STREET IMPROVEMENTS ON VARIOUS STREETSS
SPECIFICATION NO. CIP 23/24-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

[Business & Professions Code § 7028.15]

[Public Contract Code § 20103.5]

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below:

Business & Professions Code § 7028.15:

- a) **It is a misdemeanor for any person to submit a bid to a public agency to engage in the business or act in the capacity of a contractor within this state without having a license therefor**, except in any of the following cases:
- (1)The person is particularly exempted from this chapter.
 - (2)The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.
- b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.
- In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.
- c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his/her individual licenser.
- d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.
- e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, as contractor who is not licensed pursuant to this chapter is void.**

- f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.
- g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. **Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.**

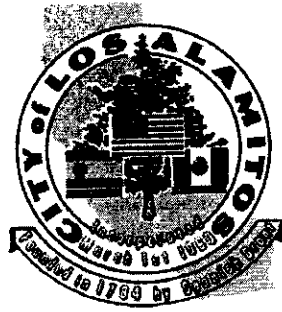
Contractors License Number: _____

License Expiration Date: _____

Authorized Signature: _____

Date: _____

CITY OF LOS ALAMITOS



CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

**STREET IMPROVEMENTS ON VARIOUS STREETS
CIP 23/24-03**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

JULY 2024

NOTICE TO THE BIDDERS:

1. Bids will be received electronically through BidNet Direct (<http://cityoflosalamitos.org/517/Bid-Opportunities>).
 2. Bid bond required – 10% of bid amount to be submitted to the Development Services Department.
 3. Bids must be received by 11:00 a.m. on July 24, 2024
-

SECTION C

**STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 23/24-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

PROPOSAL INFORMATION AND DOCUMENTS

PROPOSAL INFORMATION AND DOCUMENTS

**BID PROPOSAL
BID SCHEDULE
BID BOND
BID GUARANTEE
BIDDER INFORMATION
EXPERIENCE STATEMENT
DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS
NON-COLLUSION AFFIDAVIT**

BID PROPOSAL

**STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 23/24-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

The undersigned, as bidder, declares that he/she has examined all of the contract documents and specifications contained in this project manual for the above referenced project, and that he/she will contract with the Agency on the form of contract provided herewith to do everything necessary for the fulfillment of this contract at the price, and on the terms and conditions therein contained.

The following are included and are to be considered as forming a part of this proposal: **BID PROPOSAL, BID SCHEDULE, BID BOND, NONCOLLUSION AFFIDAVIT, BID GUARANTEE** (if submitted in lieu of Bid Bond), **BIDDER INFORMATION, EXPERIENCE STATEMENT, DESIGNATION OF SUPPLIERS & SUBCONTRACTORS, BIDDER'S STATEMENT REGARDING INSURANCE COVERAGE,** and **STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS.**

Contractor acknowledges receipt and inclusion of addenda 1 to 2 into this bid proposal and the contract documents.

Attached is a Bid Bond duly completed by a guarantee company authorized to carry on business in the State of California in the amount of at least 10% of the total amount of this proposal, or alternatively, there is attached a certified or cashier's check payable to the Agency or evidence of a cash payment to the Agency, in the amount of at least 10% of the total amount of our proposal.

If this proposal is accepted, we agree to sign the contract form and to furnish the Performance Bond and the Payment Bond (each to be 100% of the bid amount), the Maintenance Bond (to be 50% of the bid amount), and the required evidences of insurance within ten (10) calendar days after receiving written Notice of Award of Contract.

We further agree if our proposal is accepted and a contract for the performance of the work is entered into with the Agency, to so plan the work and to prosecute it with such diligence that all of the work shall be completed within the time stipulated in **SECTION E - TIME OF COMPLETION.**

NAME OF BIDDER: Hardy & Harper, Inc.

MAILING ADDRESS: 32 Rancho Circle, Lake Forest, CA 92630

STATE OF INCORPORATION: California

AUTHORIZED SIGNATURE: 

TITLE: Michael Amundson, Vice President

DATE: July 16, 2024

(If Company is a Corporation, provide corporate resolution per **B 1.06 PROPOSAL.**)

BID SCHEDULE

**STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 23/24-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

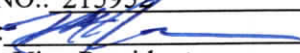
The cost of all labor, services, material, equipment and installation necessary for the completion of the work itemized under this schedule, even though not shown or specified, shall be included in the unit price for the various items shown herein. For a description of the work associated with each bid item, see **SECTION E-SPECIAL PROVISIONS**. The Agency reserves the right to increase or decrease the quantity of any item or omit items as may be necessary, and the same shall in no way affect or void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price in accordance with these Contract Documents.

The Agency reserves the right to reject any and all bids, to waive any informality in a bid, and to make awards in the interest of the Agency.

The Contractor shall perform an independent take-off of the plans and bid accordingly. Quantities listed in this Bid Schedule are intended only as a guide for the Contractor as to the anticipated order of magnitude of work. The Contractor shall be responsible for verifying all estimated quantities. The Contractor will be reimbursed for the quantity of items actually installed as required by the Contract Documents, including addenda, and shown on the plans to neat line and grade.

The Contractor will not be reimbursed for work performed for his convenience, or as required to adapt to field conditions, or for unauthorized work performed outside of that required by the Contract Documents.

The Contractor shall be responsible for calculating and providing totals for the bid schedule. The proposal schedule shall include all costs for labor, services, material, equipment, and installation associated with completing the work in place per the plans, specifications and details.

NAME OF BIDDER: Hardy & Harper, Inc.
CONTRACTOR'S LICENSE NO.: 215952
AUTHORIZED SIGNATURE: 
TITLE: Michael Amundson, Vice President
DATE: July 16, 2024

BID SCHEDULE (Continued)

**STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 23/24-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

BID SCHEDULE A					
No.	Item Description	Estimated Quantity	Unit	Unit Price	Item Amount
1	Project Information Sign	1	EA	\$ 3,000.00	\$ 3,000.00
2	Cold Mill Existing Pavement 1.5-Inch Uniform Depth	117,000	SF	\$ 0.60	\$ 70,200.00
3	Cold Mill Existing Pavement 2.5-Inch Uniform Depth	55,200	SF	\$ 1.00	\$ 55,200.00
4	Construct 1.5-Inch Thick ARHM Overlay	1,100	TN	\$ 160.00	\$ 176,000.00
5	Construct 2.5-Inch Thick ARHM Overlay	900	TN	\$ 160.00	\$ 144,000.00
6	Remove Existing AC/AB and Construct 6-Inch Full Depth Asphalt Concrete Pavement	3,700	SF	\$ 20.00	\$ 74,000.00
7	Remove and Construct 4-Inch Thick PCC Sidewalk Per SPPWC STD Plan 113-2	200	SF	\$ 15.00	\$ 3,000.00
8	Remove and Construct A2-8 Curb and Gutter Per SPPWC STD Plan 120-3. Match Existing	500	LF	\$ 100.00	\$ 50,000.00
9	Remove and Construct A1-6 Curb Per SPPWC STD Plan 120-3. Match Existing	100	LF	\$ 75.00	\$ 7,500.00
10	Remove and Construct Curb Case A, Type 1 Per SPPWC STD Plan 111-5	1	EA	\$ 8,000.00	\$ 8,000.00
11	Remove and Construct Curb Case A, Type 3 Per SPPWC STD Plan 111-5	9	EA	\$ 8,000.00	\$ 72,000.00
12	Remove and Construct Curb Case A, Type 6 Per SPPWC STD Plan 111-5	3	EA	\$ 8,000.00	\$ 24,000.00
13	Remove and Construct Curb Case B, Type 2 Per SPPWC STD Plan 111-5	2	EA	\$ 8,000.00	\$ 16,000.00
14	Remove and Construct Cross Gutter Per SPPWC STD Plan 122-3	3,400	SF	\$ 30.00	\$ 102,000.00
15	Remove and Construct Longitudinal Gutter Per SPPWC STD Plan 122-3	650	SF	\$ 30.00	\$ 19,500.00
16	Remove and Construct Alley Approach Per SPPWC STD Plan 130-3	700	SF	\$ 25.00	\$ 17,500.00
17	Remove and Construct Curb Drain Per SPPWC STD Plan 150-4	2	EA	\$ 1,500.00	\$ 3,000.00
18	Slurry Seal, Type 2	420	ELT	\$ 400.00	\$ 168,000.00

19	Adjust to Manhole Frame and Cover to Grade	13	EA	\$ 1,300.00	\$ 16,900.00
20	Adjust to Water Valve to Grade	21	EA	\$ 1,300.00	\$ 27,300.00
21	Adjust Sewer Vault to Grade	3	EA	\$ 3,000.00	\$ 9,000.00
22	Install Signing and Striping complete per plans.	1	LS	\$ 189,900.00	\$ 189,900.00
23	Install loop detectors complete per plans.	2	EA	\$ 1,000.00	\$ 2,000.00
Total					1,258,000.00

Bid Schedule A Total \$ 1,258,000.00

Bid Schedule A Total (in words): ONE MILLION TWO HUNDRED FIFTY-EIGHT THOUSAND DOLLARS.

BID SCHEDULE B - ADDITIVE ALTERNATIVE : NOEL STREET NOEL STREET NORTH OF KATELLA					
No.	Item Description	Estimated Quantity	Unit	Unit Price	Item Amount
33	Cold Mill Existing Pavement 1.5-Inch Uniform Depth	35,000	SF	\$ 0.60	\$ 21,000.00
34	Construct 1.5-Inch Thick ARHM Overlay	400	TN	\$ 160.00	\$ 64,000.00
35	Remove Existing AC/AB and Construct 6-Inch Full Depth Asphalt Concrete Pavement	600	SF	\$ 20.00	\$ 12,000.00
36	Remove and Construct 4-Inch Thick PCC Sidewalk Per SPPWC STD Plan 113-2	300	SF	\$ 15.00	\$ 4,500.00
37	Remove and Construct A2-8 Curb and Gutter Per SPPWC STD Plan 120-3. Match Existing	100	LF	\$ 100.00	\$ 10,000.00
38	Remove and Construct Curb Case A, Type 1 Per SPPWC STD Plan 111-5	2	EA	\$ 8,000.00	\$ 16,000.00
39	Adjust to Manhole Frame and Cover to Grade	5	EA	\$ 1,300.00	\$ 6,500.00
40	Adjust to Water Valve to Grade	6	EA	\$ 1,300.00	\$ 7,800.00
41	Install Signing and Striping complete per plans.	1	LS	\$ 1,200.00	\$ 1,200.00
42	Install loop detectors complete per plans.	4	EA	\$ 1,000.00	\$ 4,000.00
Total					147,000.00

Bid Schedule B Total \$ 147,000.00

Bid Schedule B Total (in words): ONE HUNDRED FORTY-SEVEN THOUSAND DOLLARS.

Bid Schedule A, and B Total \$ 1,405,000.00

Bid Schedule A, and B Total (in words): ONE MILLION FOUR HUNDRED FIVE THOUSAND DOLLARS.

The Contractor shall be responsible for calculating and providing unit prices for the schedule. The proposal schedule shall include all costs for services, labor, materials, equipment, and installation associated with completing the work in place per the plans, specifications and details.

The City has the option to reject all bids with or without cause. The City also has the option to remove bid items at its discretion. If the City chooses to remove bid items, no bid price adjustment will be allowed.

For the purposes of determining the lowest responsible bidder, Bid Schedules A and B shall be considered. The City will have the right to accept or reject the lowest bidder's alternates or additives in any order or combination at the time of contract award, unless otherwise specifically provided in these Specifications.

Hardy & Harper, Inc.
(Company Name of Bidder)

July 16, 2024
(Date)

BID BOND

**STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 23/24-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**


KNOW ALL MEN BY THESE PRESENTS that Bidder Hardy & Harper, Inc., as PRINCIPAL, and Fidelity and Deposit Company of Maryland, as SURETY, are held and firmly bound unto the City of Los Alamitos as AGENCY, in the penal sum of Ten Percent of the Amount Bid dollars (\$10%), which is ten percent (10%) of the total amount bid by PRINCIPAL to AGENCY for the above stated project, for the payment of which sum, PRINCIPAL and SURETY agree to be bound, jointly and severally, firmly by these presents.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY and its BOND shall be in no way impaired or affected by any extension of the time within which the AGENCY may accept such Bid; and said SURETY does hereby waive notice of any such extension.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas PRINCIPAL is about to submit a bid to AGENCY for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by PRINCIPAL in the manner and time specified, and PRINCIPAL provides the required payment and performance bonds and insurance coverages to AGENCY, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY.


IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 16th day of July, 2024, ~~2023~~.

PRINCIPAL* Hardy & Harper, Inc. 32 Rancho Circle
Lake Forest, CA 92630. (714) 444-1851



Michael Amundson, Vice President

SURETY* Fidelity and Deposit Company of Maryland 777 South Figueroa Street, Suite 3900
Los Angeles, CA 90017, (213) 270-0600



Dwight Reilly, Attorney-in-Fact 1411 N. Batavia St., Suite 201
Orange, CA 92867, (714) 516-1232

*Provide BIDDER and SURETY name, address and telephone number and the name, title, address and telephone number for their authorized representatives. Power of Attorney must be attached.

Subscribed and sworn to this _____ day of _____, 2023.

NOTARY PUBLIC _____ (SEAL)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)

On July 17, 2024 before me, Morgan E. Churnock, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Michael Amundson
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Morgan E. Churnock
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond Document Date: July 16, 2024

Number of Pages: 1 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michael Amundson

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

Signer Is Representing: Hardy & Harper, Inc.

Signer's Name: _____

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

Signer Is Representing: _____

ACKNOWLEDGMENT

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

State of California
County of Orange)

On 07/16/2024 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro



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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Daniel HUCKABAY, Frank MORONES, Dwight REILLY, Arturo AYALA, Shaunna ROZELLE OSTROM, Benjamin WOLFE, Chelsea LIBERATORE, Ben STONG, Michael D. STONG, R. NAPPI, Adrian LANGRELL of Orange, California, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 7th day of September, A.D. 2023.



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

By: Robert D. Murray
Vice President

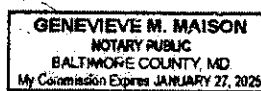
By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 7th day of September, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Genevieve M. Maison



EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 16th day of July, 2024.



Thomas O. McClellan
Vice President

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

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

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

BID GUARANTEE

**STREET IMPROVEMENTS ON VARIOUS STREETSS
SPECIFICATION NO. CIP 23/24-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

Note: The following statement shall be used if other than a bid surety bond accompanies bid.

“Accompanying this proposal is a money order*, certified check*, cashier’s check*, cash*, payable to the order of the City of Los Alamitos in the amount of N/A Dollars (\$ N/A) which is at least ten percent (10%) of the total amount of this bid. The proceeds of this bid guarantee shall become the property of the City of Los Alamitos provided this bid is accepted by said City, through action of its legally constituted contracting authorities, and the undersigned fails to execute a contract and furnish the required bonds and insurance within the stipulated time. Otherwise, the proceeds of this bid guarantee shall be returned to the undersigned.”

NAME OF BIDDER: N/A

MAILING ADDRESS: N/A

AUTHORIZED SIGNATURE: N/A

TITLE: N/A

DATE: N/A

(*Delete the inapplicable words)

BIDDER INFORMATION

**STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 23/24-03**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

BIDDER certifies that the following information is true and correct:

Name of Bidder: Hardy & Harper, Inc.

Business Address: 32 Rancho Circle, Lake Forest, CA 92630

Telephone: 714-444-1851 .FAX: 714-444-2801

E-mail: mchurnock@hardyandharper.com

Contractor's License No.: 215952 Date License Issued: 3/13/1963

License Expiration Date: 12/31/2025

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal: (Name / Title / Address / Telephone)

Dan T. Maas - President

Michael Amundson - Vice President

Tanner Hambright - Vice President

Kristen Paulino - Corporate Secretary

Any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows: (Type of Judgment / Date)

N/A

All current and prior DBA's, aliases, and/or fictitious business names for any principal having an interest in this proposal are as follows: (Principal / DBA's / Applicable Dates)

N/A

Prior Disqualification

Has your firm ever been disqualified from performing work for any City, County, Public or Private Contracting entity? Yes / No No. If yes, provide the following information. (If more than once, use separate sheets):

Date: N/A Entity: N/A

Location: N/A

Reason: N/A

Provide Status and any Supplemental Statement: N/A

Has your firm been reinstated by this entity? Yes / No N/A

Violations of Federal or State Law

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

Yes / No: No Federal / State: N/A

If "yes", identify and describe, (including status): N/A

Have the penalties been paid? Yes / No: N/A

B. Does your firm or its officers have any ongoing investigations by any AGENCY regarding violations of the State Labor Code, California Business and Professions Code or State Licensing laws?

Yes / No: No Codes / Laws: N/A Section / Article: N/A

If "yes", identify and describe (including status): N/A

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **BIDDER INFORMATION** are true and correct. Executed this 16th day of July 2024, ~~XXXX~~ at Lake Forest, California.

Authorized Representative Signature and Title  _____
Michael Amundson, Vice President

EXPERIENCE STATEMENT

**STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 23/24-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

Pursuant to this **BID PROPOSAL** and **QUALIFICATION OF BIDDERS**, the following is a record of the Bidder's experience in construction of a type similar in magnitude and character to that contemplated under this contract. Included in this section should be a complete list of references for similar projects in terms of scope of work, value of work, and time constraints. The Contractor must demonstrate that he/she has experience with this type of project and can manage this project effectively. If necessary, additional numbered pages can be attached to this page. The Contractor must be properly licensed to perform the work in this project as determined by the State Contractor's License Board.

Project Title: BLOOMFIELD STREET IMPROVEMENT Client: CITY OF LOS ALAMITOS

Date: 04/2024 Project Value: \$ 207,000.00 Contact: CHRIS KELLEY Tel # (562) 431-3538

Description: COLD MILL, HMA, ARHM, PCC, UTILITY ADJUSTING,
LOOPS, STRIPING

Subject to Federal Labor Standards:

Yes No

Project Title: CYCLE 2 STREET RESURFACING Client: CITY OF MANHATTAN BEACH

Date: 09/2023 Project Value: \$ 3,110,000.00 Contact: GILBERT RAMOS Tel # (310) 802-5353

Description: SURVEY, PCC, CATCH BASIN, UTILITY ADJUSTING,
STRIPING, LOOPS

Subject to Federal Labor Standards:

Yes

No

EXPERIENCE STATEMENT (Continued)

STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 23/24-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA


Project Title: CDBG STREET IMPROVEMENTS
PROJECT FY 22-23 Client: CITY OF SAN GABRIEL
Date: 03/2023 Project Value: \$490,000.00 Contact: ALAN MAI Tel # (626) 308-2825
Description: GRINDING, ARHM, UTILITY ADJUSTING, LOOPS,
STRIPING & MARKING

Subject to Federal Labor Standards: Yes No

Project Title: RESIDENTIAL STREET REHAB. Client: CITY OF FULLERTON
Date: 02/2023 Project Value: \$1,204,780.00 Contact: RAFAEL CHAVEZ Tel # (714) 932-7506
Description: RECONSTRUCT SEWER MANHOLE, PCC, COLD MILL,
SLURRY SEAL, HMA, ARHM, UTILITY ADJUSTING,
ELECTRICAL, STRIPING

Subject to Federal Labor Standards: Yes No

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **EXPERIENCE STATEMENT** are true and correct. Executed this 16th day of July, 2024 at Lake Forest, California.



Authorized Representative Signature and Title
Michael Amundson, Vice President

DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

**STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 23/24-03**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

The following is a list of subcontractors and suppliers, as defined in 2-3 SUBCONTRACTS of the Standard Specifications, who will perform work or provide materials of value in excess of one-half percent of the total bid price or \$10,000, whichever is greater.

No subcontractor shall perform work in excess of the amount specified in 2-3 SUBCONTRACTS of the Standard Specifications, without the written approval of the Agency.

The Contractor is responsible to ensure that appropriate provisions are to be inserted in all subcontracts to bind subcontractors to the contract requirements as contained herein.

Each subcontractor must agree to comply with all applicable Federal, State, and local requirements.

	Name and Address of Subcontractor	Employer Tax Id #	MBE/WBE (Y/N)	Work Subcontracted	Portion of Work (% of Contract Price)
1.	CASE LAND SURVEYING ORANGE, CA 15411 1000001533	33-016 9862	N	SURVEY	2%
2.	MISSION PAVING IRWINDALE, CA 624257 1000002697	95-405 1800	N	SLURRY SEAL	9%
3.	SIMITHSON ELECTRIC ORANGE, CA 614518 1000001610	33-044 7874	N	LOOPS	1%
4.	INTERSTATE STRIPING FONTANA, CA 1087140 1000866044	87-321 1537	N	STRIPING	5%
5.	ALL AMERICAN ASPHALT CORONA, CA 267073 1000001051	95-259 5043	N	COLD MILL	9%
6.	MD RUBBERIZED CRACKFILL LAKE FOREST, CA 986686 1000006438	37-171 7765	N	CRACK SEAL	2%

Name and Address of Subcontractor	Employer Tax Id #	MBE/WBE (Y/N)	Work Subcontracted	Portion of Work (% of Contract Price)

These representations are made under the penalty of perjury under the laws of the State of California. The undersigned hereby certifies that each subcontractor has been notified in writing of its equal opportunity obligations.

NAME OF BIDDER: Hardy & Harper, Inc.

AUTHORIZED SIGNATURE: 
Michael Amundson, Vice President

Date: July 16, 2024

NON-COLLUSION AFFIDAVIT

The undersigned declares:

I am the Vice President of Hardy & Harper, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 7/16/24 [date], at Lake Forest [city], California [state].



Signature of Declarant

Michael Amundson, Vice President

Printed Name of Declarant

STATEMENT REGARDING INSURANCE COVERAGE

**STREET IMPROVEMENTS ON VARIOUS STREETSS
SPECIFICATION NO. CIP 23/24-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

The undersigned representative of Bidder hereby certifies that he/she has reviewed the insurance coverage requirements specified in **5.4 LIABILITY INSURANCE** of Section E, Standard Specifications. Should Bidder be awarded the contract for the work, the undersigned further certifies that Bidder can meet all of these specification requirements for insurance including insurance coverage of his/her subcontractors.

NAME OF BIDDER: Hardy & Harper, Inc......

MAILING ADDRESS: 32 Rancho Circle.....

Lake Forest, CA 92630.....

AUTHORIZED SIGNATURE: .....

TITLE: Michael Amundson, Vice President.....

DATE: July 16, 2024.....

STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS

**STREET IMPROVEMENTS ON VARIOUS STREETSS
SPECIFICATION NO. CIP 23/24-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

[Business & Professions Code § 7028.15]

[Public Contract Code § 20103.5]

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below:

Business & Professions Code § 7028.15:

- a) **It is a misdemeanor for any person to submit a bid to a public agency to engage in the business or act in the capacity of a contractor within this state without having a license therefor, except in any of the following cases:**

(1)The person is particularly exempted from this chapter.

(2)The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.

- b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

- c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his/her individual licenser.
- d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.
- e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, as contractor who is not licensed pursuant to this chapter is void.**


- f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.
- g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. **Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.**

Contractors License Number: 215952

License Expiration Date: 12/31/2025

Authorized Signature: 
Michael Amundson, Vice President

Date: July 16, 2024



BA20241230236



STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CORPORATION

California Secretary of State
 1500 11th Street
 Sacramento, California 95814
 (916) 657-5448

For Office Use Only

-FILED-

File No.: BA20241230236

Date Filed: 7/1/2024

B2856-2381 07/01/2024 10:46 AM Received by California Secretary of State

Entity Details				
Corporation Name	HARDY & HARPER, INC.			
Entity No.	0443071			
Formed In	CALIFORNIA			
Street Address of Principal Office of Corporation				
Principal Address	32 RANCHO CIRCLE LAKE FOREST, CA 92630			
Mailing Address of Corporation				
Mailing Address	32 RANCHO CIRCLE LAKE FOREST, CA 92630			
Attention				
Street Address of California Office of Corporation				
Street Address of California Office	32 RANCHO CIRCLE LAKE FOREST, CA 92630			
Officers				
	Officer Name	Officer Address	Position(s)	
	Kristen S. Paulino	32 RANCHO CIRCLE Lake Forest, CA 92630	Secretary, Chief Financial Officer	
	DANIEL THOMAS MAAS	32 RANCHO CIRCLE LAKE FOREST, CA 92630	Chief Executive Officer	
Additional Officers				
	Officer Name	Officer Address	Position	Stated Position
	Michael A Amundson	32 RANCHO CIRCLE LAKE FOREST, CA 92630	Vice President	
Directors				
	Director Name	Director Address		
	Tessa Irene Maas	32 Rancho Circle Lake Forest, CA 92630		
	+ Daniel Thomas Maas	32 RANCHO CIRCLE LAKE FOREST, CA 92630		
	+ Kristen S Paulino	32 RANCHO CIRCLE LAKE FOREST, CA 92630		
The number of vacancies on Board of Directors is: 0				
Agent for Service of Process				
Agent Name	KRISTEN S. PAULINO			
Agent Address	32 RANCHO CIRCLE LAKE FOREST, CA 92630			
Type of Business				
Type of Business	ASPHALT PAVING CONTRACTOR			



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **215952**

Entity **CORP**

Business Name **HARDY & HARPER INC**

Classification(s) **A C-8 C12**

Expiration Date **12/31/2025**

www.csib.ca.gov



Contractor Information

Legal Entity Name
 HARDY & HARPER, INC.
Legal Entity Type
 Corporation
Status
 Active
Registration Number
 100000076
Registration effective date
 07/01/24
Registration expiration date
 06/30/25
Mailing Address
 32 Rancho Circle Lake Forest 92630 CA United State...
Physical Address
 32 Rancho Circle Lake Forest 92630 CA United State...
Email Address
 cicamen@hardyandharper.com
Trade Name/DBA
License Number (s)
 CSLB:215952
 CSLB:215952

Registration History

Effective Date	Expiration Date
06/15/18	06/30/19
05/09/17	06/30/18
06/08/16	06/30/17
06/19/15	06/30/16
07/02/14	06/30/15
07/01/19	06/30/20
07/01/20	06/30/21
07/01/21	06/30/22
07/01/22	06/30/23
07/01/23	06/30/24
07/01/24	06/30/25

Legal Entity Information

Corporation Entity Number: C0443071
President Name: Daniel Maas
Vice President Name:
Treasurer Name:
Secretary Name:
CEO Name:

Agency for Service:
Agent of Service Name: Commercial Surety Bond Agency
Agent of Service Mailing Address: 1411 N. Batavia Street, #201 Orange 92867 CA United States of America

Worker's Compensation

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

PEO InformationName	PEO Phone	PEO Email

Insured by Carrier
Policy Holder Name: Hardy & Harper, Inc.
Insurance Carrier: BITCO General Insurance Corporation
Policy Number: CAP3742814
Inception date: 04/15/24
Expiration Date: 04/15/25

California Environmental Protection Agency
Air Resources Board

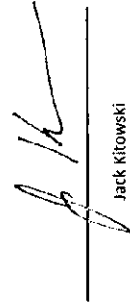
January 1, 2024

**CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION**

is issued to

HARDY & HARPER, INC.

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2025**


Jack Kitowski
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

4333

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

Street Improvements on Various Streets
 Bid Opening Time and Date: July 30, 2024 at 11:00 AM

All American Asphalt			
Code	Description	UOM	
A1	Project Information Sign	Each	
A2	Construct Existing Pavement 1.5-Inch Uniform Depth	Square Foot/Foot	
A3	Construct Existing Pavement 2.5-Inch Uniform Depth	Square Foot/Foot	
A4	Construct 1.5-Inch Thick ARHM Overlay	Ton	
A5	Construct 2.5-Inch Thick ARHM Overlay	Ton	
A6	Remove Existing ACAB and Construct 6-Inch Full Depth Asphalt Concrete Pavement	Square Foot/Foot	
A7	Remove and Construct 6-Inch Thick PCC Sidewalk Per SPPWC STD Plan 123-2	Square Foot/Foot	
A8	Remove and Construct A2-B Curb and Gutter Per SPPWC STD Plan 120-2 Match Existing	Linear Foot/Foot	
A9	Remove and Construct A1-B Curb Per SPPWC STD Plan 120-3 Match Existing	Linear Foot/Foot	
A10	Remove and Construct Curb Case A, Each Type 1 Per SPPWC STD Plan 111-5	Each	
A11	Remove and Construct Curb Case A, Each Type 3 Per SPPWC STD Plan 111-5	Each	
A12	Remove and Construct Curb Case A, Each Type 4 Per SPPWC STD Plan 111-5	Each	
A13	Remove and Construct Curb Case B, Each Type 2 Per SPPWC STD Plan 111-5	Each	
A14	Remove and Construct Cross Outter Per SPPWC STD Plan 122-3	Square Foot/Foot	
A15	Remove and Construct Longitudinal Gutter Per SPPWC STD Plan 122-3	Square Foot/Foot	
A16	Remove and Construct Alley Approach Per SPPWC STD Plan 130-3	Square Foot/Foot	
A17	Remove and Construct Curb Drain Per SPPWC STD Plan 150-4	Each	
A18	Barry Back, T&C	Ton	
A19	Adjust to Manhole Frame and Cover to Grade	Each	
A20	Adjust to Water Valve to Grade	Each	
A21	Adjust Sewer Valve to Grade	Each	
A22	Install Signage and Striping complete per plans	Lump-Sum	
A23	Install Stop Detectors complete per plans	Each	
B33	Construct Existing Pavement 1.5-Inch Uniform Depth	Square Foot/Foot	
B34	Construct 1.5-Inch Thick ARHM Overlay	Ton	
B35	Remove Existing ACAB and Construct 6-Inch Full Depth Asphalt Concrete Pavement	Square Foot/Foot	
B36	Remove and Construct 6-Inch Thick PCC Sidewalk Per SPPWC STD Plan 123-2	Square Foot/Foot	
B37	Remove and Construct A2-B Curb and Gutter Per SPPWC STD Plan 120-3 Match Existing	Linear Foot/Foot	
B38	Remove and Construct Curb Case A, Each Type 1 Per SPPWC STD Plan 111-5	Each	
B39	Adjust to Manhole Frame and Cover to Grade	Each	
B40	Adjust to Water Valve to Grade	Each	
B41	Adjust to Sewer Valve to Grade	Each	
B42	Install Signage and Striping complete per plans	Lump-Sum	
B42	Install Stop Detectors complete per plans	Each	
Total :			\$ 1458892.00

Hardy & Harper, Inc.			
Code	Quantity	Price	Total Cost
A1	1	3000	3000
A2	117000	0.65	76050
A3	55200	0.71	39192
A4	1100	196	215600
A5	900	196	176400
A6	3700	17	62900
A7	200	15	3000
A8	500	100	50000
A9	100	75	7500
A10	1	10000	10000
A11	9	8000	72000
A12	3	8000	24000
A13	2	8000	16000
A14	3400	41	139400
A15	650	41	26650
A16	700	27	18900
A17	2	3850	7700
A18	420	465	195300
A19	13	1300	16900
A20	21	1300	27300
A21	3	3000	9000
A22	1	189000	189000
A23	2	1000	2000
B33	30000	0.65	19500
B34	400	160	64000
B35	600	20	12000
B36	300	15	4500
B37	100	100	10000
B38	2	9000	18000
B39	5	1300	6500
B40	6	1300	7800
B41	1	1200	1200
B42	4	1000	4000
Total :			\$ 1462000.00

Onyx Paving Company, Inc.			
Code	Quantity	Price	Total Cost
A1	1	5000	5000
A2	117000	0.66	77220
A3	55200	0.88	48576
A4	1100	169	185900
A5	900	169	152100
A6	3700	13	48100
A7	200	16	3200
A8	500	123	61500
A9	100	88	8800
A10	1	9000	9000
A11	9	9000	81000
A12	3	9000	27000
A13	2	9000	18000
A14	3400	33	112200
A15	650	33	21450
A16	700	33	23100
A17	2	4400	8800
A18	420	420	176400
A19	13	2222	28886
A20	21	1111	23331
A21	3	3033	9099
A22	1	123216	123216
A23	2	1111	2222
B33	30000	0.66	19800
B34	400	169	67600
B35	600	13	7800
B36	300	16	4800
B37	100	123	12300
B38	2	9000	18000
B39	5	2222	11110
B40	6	1111	6666
B41	1	55380	55380
B42	4	1111	4444
Total :			\$ 1462000.00

R.J. NOBLE COMPANY			
Code	Quantity	Price	Total Cost
A1	1	1100	1100
A2	117000	0.79	92430
A3	55200	1.08	59616
A4	1100	247	271700
A5	900	220	198000
A6	3700	14.5	53650
A7	200	14.7	2940
A8	500	105	52500
A9	100	79	7900
A10	1	7100	7100
A11	9	5400	48600
A12	3	6900	20700
A13	2	6700	13400
A14	3400	32.5	110500
A15	650	38	24700
A16	700	27	18900
A17	2	1660	3320
A18	420	348	146160
A19	13	1240	16120
A20	21	1300	27300
A21	3	1240	3720
A22	1	91650	91650
A23	2	786	1572
B33	30000	0.44	13200
B34	400	159	63600
B35	600	16.1	9660
B36	300	14.5	4350
B37	100	102	10200
B38	2	7100	14200
B39	5	882	4410
B40	6	1000	6000
B41	1	8750	8750
B42	4	743.5	2974
Total :			\$ 1451970.00

City of Los Alamitos

Residential Street Improvements
FY 23/24



District 1 Streets:

Catalina St
(plus additional repairs
north and south of crossing
intersections)

District 3 Streets:

Future 24/25 CDBG
Reagan and Maple Street
Project

MAP LAYERS

- Green
- Census Block
- Landmark Area
- Water Area
- River
- Streets
- Landmark Point

National Demographics
Corporation, June 10, 2018

District 2 Streets:

South
Catalina St
Noel St

North
Kyle St
Kinmount St (portion)
Maple St
Kaylor Ave (portion)
Farnham Ave (portion)

District 4 Streets:

SB-1 Project:

Bennington St
Howard Ave
Saratoga Dr
Langley Dr
Essex Dr
Enterprise Dr
Midway Dr
Ticonderoga Dr
Ranger Dr
Tarawa Dr
Bunker Hill
Howard Ave
Green Ave

District 5 Streets:

Glacier Circle
Vicksburg Circle
Carlsbad Circle
Interior Circle
Ranier Circle
Apollo Circle

