

CONTRACT
CITY OF MANHATTAN BEACH CONTRACT FOR
CITYWIDE CONCRETE REPAIRS CYCLE 1 (FY21-22) PROJECT

THIS CONTRACT ("Contract") is made and entered this 18th day of January, 2022 ("Effective Date"), by and between the CITY OF MANHATTAN BEACH, a California municipal corporation ("City") and CT&T Concrete Paving Inc., a California Corporation ("Contractor"). The Contractor's California State Contractor's license number is 875627.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Contract Documents. The Contract Documents consist of this Contract, the Notice Inviting Bids, Instructions to Bidders, Bid (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award), the Bonds, permits from regulatory agencies with jurisdiction, General Provisions, Special Provisions, Plans, Standard Plans, Standard Specifications, Reference Specifications, Addenda, Change Orders, and Supplemental Agreements. The Contract Documents are attached hereto and incorporated herein by reference.

2. Scope of Services. The Contractor shall perform and provide all materials, tools, equipment, labor, and services necessary to complete the Work in a good and workmanlike manner for the project identified as Citywide Concrete Repairs Cycle 1 (FY21-22) ("Project"), as described in the Contract Documents.

3. Compensation.

3.1 Contract Price and Basis for Payment. In consideration for the Contractor's full, complete, and timely performance of the Work required by the Contract Documents, the City shall pay the Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items, set forth in the Bidder's Proposal submitted with the Bid. The sum of the unit prices and lump sum prices for the Bid Items, awarded by the City is \$208,250 ("Contract Price"). It is understood and agreed that the quantities set forth in the Bidder's Proposal for which unit prices are fixed are estimates only and that the City will pay and the Contractor will accept, as full payment for these items of work, the unit prices set forth in the Bidder's Proposal multiplied by the actual number of units performed, constructed, or completed as directed by the Engineer.

3.2 Payment Procedures. Based upon applications for payment submitted by the Contractor to the City, the City shall make payments to the Contractor in accordance with Section 9 of the Standard Specifications, as modified by Section 9 of the General Provisions.

4. Contract Time.

4.1 Initial Notice to Proceed. The City shall issue the "Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials." The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials constitutes the date of commencement of the Contract Time of 249 Working Days. The Contract Time includes the time necessary to fulfill preconstruction requirements, place the order for materials, and to complete construction of the Project (except as adjusted by subsequent Change Orders).

The Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials shall further specify that the Contractor must complete the preconstruction requirements and order materials within 7 Working Days after the date of commencement of the Contract Time; this duration is part of the Contract Time.

Preconstruction requirements include, but are not limited to, the following:

- Submitting and obtaining approval of Baseline Schedule
- Submitting and obtaining approval of Traffic Control Plans
- Submitting and obtaining approval of the Stormwater Pollution Prevention Plan (SWPPP)/Water Pollution Control Plan (WPCP)
- Submitting and obtaining approval of critical required submittals
- Installation of the approved Project Identification Signs
- Obtaining approved Permits from all applicable agencies
- Obtaining a Temporary Use Permit for a construction yard, if applicable
- Notifying all agencies, utilities, residents, etc., as outlined in the Contract Documents
- Submitting and obtaining approval of a Project Staffing List with contact information and a Project Emergency Contact List.

4.4 Notice to Proceed with Construction. After all preconstruction requirements are met and materials have been ordered in accordance with the Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials, the City shall issue the "Notice to Proceed with Construction," at which time the Contractor shall diligently prosecute the Work, including corrective items of Work, day to day thereafter, within the remaining Contract Time.

5. Liquidated Damages for Delay and Control of Work.

5.1 Liquidated Damages. The Contractor and the City have agreed to liquidate damages pursuant to Section 6-9 of the General Provisions.

6. Early Completion.

6.2 City Not Liable for Contractor Failure to Achieve Early Completion. While the Contractor may schedule completion of all of the Work, or portions thereof, earlier than the Contract Time, the City is exempt from liability for and the Contractor will not be entitled to an adjustment of the Contract Sum or to any additional costs, damages, including, but not limited to, claims for extended general conditions costs, home office overhead, jobsite overhead, and management or administrative costs, or compensation whatsoever, for use of float time or for the Contractor's inability to complete the Work earlier than the Contract Time for any reason whatsoever.

7. Work after Stop Work Notice. Any work completed by the Contractor after the issuance of a Stop Work Notice by the City shall be rejected and/or removed and replaced as specified in the applicable Section of the Special Provisions.

8. Antitrust Claims. In entering into this Contract, the Contractor offers and agrees to assign to the City 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 (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the parties.

9. Prevailing Wages. The City and the Contractor acknowledge that the Project is a public work to which prevailing wages apply.

10. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows:

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

11. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

12. Authority. Any person executing this Contract on behalf of the Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of the Contractor and has the authority to bind the Contractor to the performance of its obligations hereunder.

13. Entire Agreement. This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated Contract between the City and the Contractor. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

14. Counterparts. This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

CITY OF MANHATTAN BEACH

By: _____
Name: Bruce Moe

Title: City Manager

ATTEST:

APPROVED AS TO FORM:

By: _____
Name: Liza Tamura
Title City Clerk

By: _____
Name: Quinn M. Barrow
Title: City Attorney

Dated: _____

("CONTRACTOR")

By: _____
NAME: Jose Carvajal
TITLE: President & Secretary

By: _____
NAME: Jackie Carvajal
TITLE: Treasurer

PROOF OF AUTHORITY TO BIND
CONTRACTING PARTY REQUIRED

BID

CITY OF MANHATTAN BEACH

CITYWIDE CONCRETE REPAIRS FY21-22 PROJECT

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF MANHATTAN BEACH:

The undersigned, as Bidder, declares that: (1) this Bid is made without collusion with any other person and that the only persons or parties interested as principals are those named herein; (2) the undersigned has carefully examined the Contract Documents (including all Addenda) and the Project site; and (3) the undersigned has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of Work to be performed, and the materials to be furnished. Furthermore, the undersigned agrees that submission of this Bid shall be conclusive evidence that such examination and investigation have been made and agrees, in the event the Contract be awarded to it, to execute the Contract with the City of Manhattan Beach to perform the Project in accordance with the Contract Documents in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus and other means necessary so to do, except as may otherwise be furnished or provided under the terms of the Contract Documents, for the following stated unit prices or lump-sum price as submitted on the Bid herein.

This Bid is made with the full knowledge of the kind, quantity, and quality of the materials and Work required and, if it is accepted by the City, the Bidder shall enter into a Contract and furnish the bonds, insurance, and other documents as required by the Contract Documents within ten calendar days after award of the Contract. The Bidder agrees that failure to execute and return the Contract or the required faithful performance bond, labor and materials payment bond, warranty bond, and insurance certificates to the City within the ten calendar day period shall be sufficient cause for the rescission of the award and forfeiture of the Bid Security to the City to the extent permitted by law.

Accompanying this Bid is cash, a cashier's check, a certified check or a Bid Bond in an amount equal to at least ten percent of the total aggregate Bid price based on the quantities shown and the unit prices quoted. The undersigned further agrees that, should it be awarded the Contract and thereafter fail or refuse to execute the Contract and provide the required evidence of insurance and Bonds within ten calendar days after delivery of the Contract to the undersigned, then the cash, check or Bid Bond shall be forfeited to the City to the extent permitted by law.

CITY OF MANHATTAN BEACH

BID SCHEDULE FOR

CITYWIDE CONCRETE REPAIRS FY21-22 PROJECT

Bidder's Name: CT&T Concrete Paving Inc.

Bidder's Address: 324 S. Diamond Bar Blvd, PMB 275, Diamond Bar, CA

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the City Engineer, at the following prices:

Base Bid Items as Follows:

BASE BID SCHEDULE:

ITEM NO.	CODE	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
1		Furnish and Install PCC Concrete Curb and Gutter - Remove and Replace In Kind at Various City Locations	LF	100	\$ 65	\$ 6500
2		Furnish and Install PCC Cross Gutter at Various City Locations	SF	200	\$ 25	\$ 5000
3		Furnish and Install ADA Compliant Curb Ramp at Various City Locations	EA	10	\$ 5100	\$ 51000
4	S	Custom desing curb ramp by register Civil Engineer to ensure ADA Compliance	EA	10	\$ 5500	\$ 55 000
5		Furnish and Install PCC Concrete Sidewalk Remove and Replace at Various City Locations	SF	500	\$ 16	\$ 8000

ITEM NO.	CODE	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
6		Furnish and Install 6" Residential PCC Driveway approach at Various City Locations	SF	350	\$ 18	\$ 6300
7		Furnish and Install 8" Comercial PCC Driveway approach at Various City Locations	SF	350	\$ 22	\$ 7700
8		Furnish and Install Concrete Pavement Spot Repair at Various City Locations	SF	800	\$ 15	\$ 12000
9		Furnish and Install 2' Wide Pervious Concrete Gutter over 6" CAB over Filter Fabric at Various City Locations	LF	80	\$ 120	\$ 9600
10		Furnish Water Sleeve and Cover	EA	2	\$ 250	\$ 500
11		Adjust Water Valve Cover to Grade	EA	2	\$ 200	\$ 400
12		Furnish and Install Water Meter Box	EA	2	\$ 400	\$ 800
13		Adjust Water Meter Box to Grade	EA	2	\$ 300	\$ 600
14		Adjust City-Owned Sewer/Stormdrain Manhole (Precast and Brick) Frame and Cover to Grade in accordance with Standard Plans for Public Works Construction Standard Plan No. 205-2 and No.206-2 (Per City of	EA	2	\$ 900	\$ 1800

ITEM NO.	CODE	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
		Manhattan Beach MBSS-210A-0 (ST-19) and MBFE-312A-0 (ST-7)				
15		Cold Mill Existing Asphalt Concrete – at Various City Locations	SY	75	\$ 40	\$ 3000
16		Furnish and Install Asphalt Concrete 2 inches Overlay Type III C3-PG64-10 AC Pavement	Tons	5	\$ 650	\$ 3250
17		Furnish and Install Traffic Loops Type "D" and "E" per Caltrans Latest Plans and Specification	EA	2	\$1600	\$ 3200
18	S	Protect and Adjust Monument Frames, Covers, and Sleeves	EA	2	\$ 600	\$ 1200
19		Special Project Site Maintenance. Only as directed by City.	LS	Complete	\$10,000	\$10,000.00
		TOTAL BASE BID SCHEDULE:				\$ 185,850. ⁰⁰

ADDITIVE BID SCHEDULE A:

ITEM NO.	CODE	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
1		Portland Cement Concrete High Early Strength	SF	800	\$ 28	\$ 22,400
		TOTAL ADDITIVE BID SCHEDULE A:				\$ 22,400. ⁰⁰

NOTES:

- 1) In the CODE column (S) denotes a specialty item, (%) denotes progress payments for that lump sum item will be allowed based on the percentage of completion in each pay period, and (C)

denotes payments will be made after the completion of the lump sum item. See Subsection 9-2.1 of the General Provisions for details.

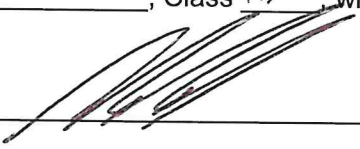
- 2) In the UNIT column (LS) denotes a lump sum item. See Section 9 of the General Provisions for details.
- 3) Estimated quantities are for the purpose of Bid comparison only; payments will be made on the basis of actual measurement of Work completed, except for lump sum (LS) items. For lump sum items, see Note 1. The Bid Price shall include, but not limited to, sales tax and all other applicable taxes and fees.
- 4) Items may be adjusted or deleted. Therefore, regardless of total actual volume (percentage) compared to estimated quantities, the unit prices provided above by the Bidder shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities; and if this right is exercised, the Contractor will not be entitled to any additional compensation. Cost of all export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

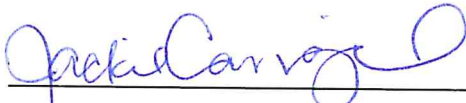
TOTAL BID PRICE IN DIGITS: \$ 208,250.⁰⁰

TOTAL BID PRICE IN WORDS: Two Hundred Eight Thousand, Two Hundred Fifty Dollars

The undersigned certifies to have a minimum of three consecutive years of current experience in the type of Work related to the Project and that this experience is in actual operation of the firm with permanent employees performing a part of the Work as distinct from a firm operating entirely by subcontracting all phases of the Work. The undersigned also certifies to be properly licensed by the State as a contractor to perform this type of Work. The undersigned possesses California Contractor's License

Number 875627, Class A,C-8,C-12 which expires on 4/30/2022.

Signature:  Title: President Date: 11/8/21

Signature:  Title: Treasurer Date: 11/8/21

BIDDER'S PROPOSAL – CONTRACTOR'S STATEMENT

CITYWIDE CONCRETE REPAIRS FY21-22 PROJECT

Fill out all of the following information. Attach additional sheets if necessary.

- (1) Bidder's Name: CT&T Concrete Paving Inc.
- (2) If the Bidder's name is a fictitious name, who or what is the full name of the registered owner? If the Bidder's name is not a fictitious name, write "N/A" in the response to this question. If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement.
Jose Carvajal
- (3) Business Address: 324 S. Diamond Bar Blvd, PMB 275, Diamond Bar, CA 91765
- (4) Telephone: 909-629-8000 Email: jose.cttinc@gmail.com
- (5) Type of Firm – Individual, Partnership, LLC or Corporation: S Corporation
- (6) Corporation organized under the laws of the State of: California
- (7) California State Contractor's License Number and Class: 875627, Class A, C-8, C-12
Original Date Issued: 04/05/2006 Expiration Date: 04/30/2022
- (8) DIR Contractor Registration Number: 1000025154
- (9) List the name and title of the person(s) who inspected the Project site for your firm:
Jose Carvajal
- (10) Number of years experience the company has as a contractor in construction work: 20
- (11) List the names, titles, addresses and telephone numbers of all individuals, firm members, partners, joint venturers, and company or corporate officers having a principal interest in this Bid:
Jose Carvajal, President & Secretary, 4671 Palm Ave, Yorba Linda, CA, 909-629-8000, ext. 102
Jackie Carvajal, Treasurer, 4671 Palm Ave, Yorba Linda, CA, 909-629-8000, ext. 101
- (12) List all current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this Bid:
Prior: CT&T Inc.

- (13) List the dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this Bid:

None.

- (14) For all arbitrations, lawsuits, settlements and the like (in or out of court) that the company or any principal having an interest in this Bid has been involved with in the past five years:

- a. List the names, addresses and telephone numbers of contact persons for the parties:

N/A

- b. Briefly summarize the parties' claims and defenses:

N/A

- c. State the tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and the outcome:

N/A

- (15) Has the company or any principal having an interest in this Bid ever had a contract terminated by the owner or agency? If yes, explain.

No.

- (16) Has the company or any principal having an interest in this Bid ever failed to complete a project? If yes, explain.

No.

- (17) Has the company or any principal having an interest in this Bid ever been terminated for cause, even if it was converted to a "termination of convenience"? If yes, explain.

No.

- (18) For projects that the company or any principal having an interest in this Bid has been involved with in the last five years, did you have any claims or actions:

- a. By you against the owner? Circle one: Yes ☐ No ☒
- b. By the owner against you? Circle one: Yes ☐ No ☒
- c. By any outside agency or individual for labor compliance?
Circle one: Yes ☐ No ☒
- d. By Subcontractors? Circle one: Yes ☐ No ☒
- e. Are any of these claims or actions unresolved or outstanding?
Circle one: Yes ☐ No ☒

If your answer is "yes" to any part or parts of this question, explain.

- (19) Has the company or any of its principals ever been debarred by any agencies? Is yes, please explain.

No.

- (21) For all public agency projects in excess of \$15,000.00 that you are currently working on or have worked on in the past two years, provide the following information:

Project 1 Name/Number Concrete Removal and Replacement at Various Locations

Project Description Removal and replacement of concrete sidewalk, curb & gutters, and ADA Ramps

Approximate Construction Dates From: 5/8/21 To: 09/08/2021

Agency Name: City of Anaheim

Contact Person: Lorenzo Rea Telephone: Lorenzo Rea, 714-765-6893

Address: 400 E. Vermont Ave, Anaheim, CA 92805

Original Contract Amount: \$ 402,238.45 Final Contract Amount: \$ 402,238.45

If final amount is different from original amount, please explain (change orders, extra work, etc.).

N/A

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes ☒ No

Did the Agency file any claims against you? Circle one: Yes ☒ No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

N/A

Project 2 Name/Number 2020-21 Annual Concrete Repair Project

Project Description Removal and replacement of sidewalk, curb & gutters, and drive approaches

Approximate Construction Date From: 8/23/21 To: October 2021 (8/30/21)

Agency Name: City of Arcadia

Contact Person: Jan Balanay Telephone: _____

Address: 240 W. Huntington Drive, Arcadia, CA 91007

Original Contract Amount: \$ 61,145.00 Final Contract Amount: \$ 61,145.00

If final amount is different from original amount, please explain (change orders, extra work, etc.).

N/A

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes ☒ No

Did the Agency file any claims against you? Circle one: Yes ☒ No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

N/A

Project 3 Name/Number CDBG Sidewalk Improvements, Project No. 2018-14

Project Description R/R sidewalk, curb & gutters, and drive approaches at various locations

Approximate Construction Dates From: 3/4/21 To: July 2021

Agency Name: City of Corona

Contact Person: Barry Ghaemi **Telephone:** 951-739-4961

Address: 400 S. Vicentia Ave, Corona, CA 92882

Original Contract Amount: \$470,841.00 **Final Contract Amount:** \$470,841.00

If final amount is different from original amount, please explain (change orders, extra work, etc.).

N/A

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes ☒ No

Did the Agency file any claims against you? Circle one: Yes ☒ No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

N/A

Project 4 Name/Number Sidewalk Rehabilitation Project 20-6

Project Description Sidewalk rehabilitation at various locations

Approximate Construction Dates From: 7/27/20 To: 9/9/2020

Agency Name: City of Claremont

Contact Person: Joe Ciccone Telephone: 909-399-5431

Address: 1616 Monte Vista Ave, Claremont, CA 91711

Original Contract Amount: \$ 350,500.00 Final Contract Amount: \$ 350,500.00

If final amount is different from original amount, please explain (change orders, extra work, etc.).

N/A

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes ☒ No

Did the Agency file any claims against you? Circle one: Yes ☒ No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

N/A

Project 5 Name/Number Parkway Concrete Maintenance, District 1, Group C

Project Description Concrete Maintenance Project at various locations in LA County

Approximate Construction Dates From: 6/2/20 To: 6/24/20

Agency Name: Los Angeles County Department of Public Works

Contact Person: Jose Reyes Telephone: 626-337-1277

Address: 900 S. Fremont Ave, Alhambra, CA 91803

Original Contract Amount: \$ 600,000 **Final Contract Amount:** \$ 600,000

If final amount is different from original amount, please explain (change orders, extra work, etc.).

N/A

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes ☒ No

Did the Agency file any claims against you? Circle one: Yes ☒ No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

N/A

Project 6 Name/Number 2020 Miscellaneous Concrete Repair

Project Description R/R Sidewalk, Curb & Gutters and Drive Approaches

Approximate Construction Dates From: 7/20/20 To: 8/18/2020

Agency Name: City of La Canada Flintridge

Contact Person: Maged El-Rabaa **Telephone:** 818-760-8882, ext. 205

Address: One Civic Center Drive, La Canada Flintridge, CA 91011

Original Contract Amount: \$ 109,200.00 **Final Contract Amount:** \$ 109,200.00

If final amount is different from original amount, please explain (change orders, extra work, etc.).

N/A

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes ☒ No

Did the Agency file any claims against you? Circle one: Yes ☒ No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

N/A

[Continue to Next Page]


Upon request of the City, the Bidder shall furnish evidence showing a notarized financial statement, financial data, construction experience, or other additional information.

Failure to provide truthful answers to the questions above or in the following References Form may result in the Bid being deemed non-responsive.

Urban Runoff Certification. The Bidder certifies to the City that he/she has trained his/her employees and Subcontractors, if any, for Urban Runoff management and has included sufficient sums in the Bid Price to cover such costs of training as stipulated in the most current Regional Water Quality Control Board requirements, including the Municipal Separate Storm Sewer System NPDES Permit. The Contractor is responsible for all clean up and payment of all fines levied as a result of any illegal discharge (as defined in NPDES permit) occurring as a result of the Contractor's Work and/or operations.

I, the undersigned, certify and declare that I have read all the foregoing answers to the Bidder's Proposal – Contractor's Statement and know their contents. The matters stated in the Bidder's Proposal – Contractor's Statement answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is correct.

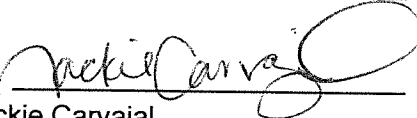
Company

Signature: 

Name: Jose Carvajal

Title: President & Secretary

Date: 11/08/2021

Signature: 

Name: Jackie Carvajal

Title: Treasurer

Date: 11/08/2021

CT& T CONCRETE PAVING INC.
(Formerly: Carvajal Trucking & Tractor Inc., DBA CT& T)
875627
324 S. Diamond Bar Blvd. PMB 275
Diamond Bar, CA 91765
Office (909) 629-8000 Fax (909) 629-8001

June 12, 2015

Dear Customer:

Due to the nature of our business we have changed our name in order to reflect the type of business we conduct. Carvajal Trucking & Tractor Inc. (dba: CT& T) has filed a new business name with the CSLB and is now becoming CT & T Concrete Paving Inc. The name change is effective June 02, 2015.

Attached is a copy of:

- Certificate of amendment of articles of incorporation reflecting the change.
- Copy of contractor's license number with the new name

Aside from our company name, nothing has changed. The contractor's License number and its holder remains the same. Our company will continue to keep its promise to offer the same high quality in concrete paving services under the same professional management on which our customers have come to rely for over 15 years.

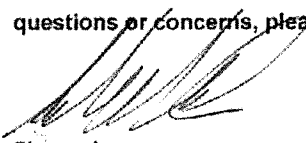
Our experienced staff will remain the same:

Jose Carvajal, President
Jackie Carvajal, Treasurer/ HR (Payroll)
Monica Nunez, Office Manager (Contracts Administration)
Luis Morales, Estimator/ Sales
Matt Bistline, Estimator/Sales

Our Company Logo is under construction and may have a slight change.

Beginning July 1st please make all checks payable to:
CT & T CONCRETE PAVING INC.

We look forward to continuing our relationship with you and your company. Should you have any questions or concerns, please feel free to call.



Sincerely,
Jose Carvajal, President

NOTED

2725513
CERTIFICATE OF AMENDMENT OF
ARTICLES OF INCORPORATION

A0769154

FILED
SECRETARY OF STATE
STATE OF CALIFORNIA


1P4 APR 14 2015

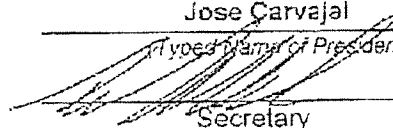
The undersigned certify that:

1. They are the president and the secretary, respectively, of
Carvajal Trucking & Tractor, Inc. See Secretary of State's
records for exact entity name.
a California corporation.
2. Article One of the Articles of
Incorporation of this corporation is amended to read as follows:
First: The name of the Corporation is CT&T Concrete Paving, Inc.
3. The foregoing amendment of Articles of Incorporation has been duly
approved by the board of directors.
4. The foregoing amendment of Articles of Incorporation has been duly
approved by the required vote of shareholders in accordance with Section
902, California Corporations Code. The total number of outstanding
shares of the corporation is 40,000. The number of shares voting
in favor of the amendment equaled or exceeded the vote required. The
percentage vote required was more than 50%.

We further declare under penalty of perjury under the laws of the State of
California that the matters set forth in this certificate are true and correct of
our own knowledge.

DATE: 04-13-15



President
Jose Carvajal
(Typed Name of President)


Secretary
Jose Carvajal
(Typed Name of Secretary)

Bond No. N/A

BID BOND

CITYWIDE CONCRETE REPAIRS FY21-22 PROJECT

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Manhattan Beach ("City"), has issued an invitation for Bids for the Work described as follows: Citywide Concrete Repairs FY 21-22

WHEREAS CT&T Concrete Paving, Inc., 324 S. Diamond Bar Blvd, PMB 275, Diamond Bar, CA 91765
(Name and address of Bidder)

("Principal"), desires to submit a Bid to City for the Work.

WHEREAS, Bidders are required to furnish a form of Bidder's security with their Bids.

NOW, THEREFORE, we, the undersigned Principal, and _____
Contractors Bonding and Insurance Company, 9025 N. Lindbergh Drive, Peoria, IL 61615
(Name and address of Surety)

("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of Ten Percent of the Total Bid Amount Dollars (\$10% of Total Bid Amount), being not less than ten percent of the total Bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded the Contract for the Work by the City and, within the time and in the manner required by the bidding specifications, enters into the written form of Contract included with the bidding specifications, furnishes the required Bonds (one to guarantee faithful performance and the other to guarantee payment for labor and materials), and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this instrument, Surety further agrees to pay all court costs incurred by the City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of Civil Code Section 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: November 4, 2021

"Principal"

Name: CT&T Concrete Paving, Inc.
Address: 324 S. Diamond Bar Blvd, PMB 275
Diamond Bar, CA 91765
Telephone No.: (909) 629-8000

Signature: [Signature]
Print Name: Jose Carvajal
Title: President
Date: 11-8-2021

Signature: _____
Print Name: _____
Title: _____
Date: _____

"Surety"

Contractors Bonding and
Company Name: Insurance Company
Address: 9025 N. Lindbergh Drive
Peoria, IL 61615
Telephone No.: (309) 692-1000

Signature: [Signature]
Print Name: Emilie George
Title: Attorney-in-Fact
Date: November 4, 2021

NOTE: *This Bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.*

CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 Los Angeles }

On November 8th, 2021 before me, Daniel A. Butler, A Notary Public,
(Here insert name and title of the officer)

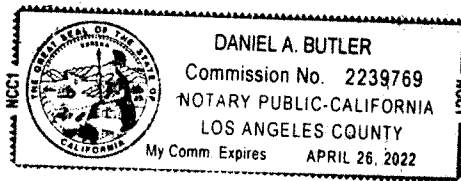
personally appeared Jose Carvajal,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that
~~he~~ she/they executed the same in ~~his~~ her/their authorized capacity(ies), and that by
~~his~~ her/their 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.

Daniel A. Butler
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bid Bond
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

☐ Individual (s)

☒ Corporate Officer

President
(Title)

☐ Partner(s)

☐ Attorney-in-Fact

☐ Trustee(s)

☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, ~~is~~ /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CALIFORNIA 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 NOV 04 2021

Date

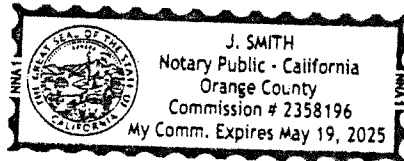
before me, J. Smith, Notary Public

Here Insert Name and Title of the Officer

personally appeared Emilie George

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

J. Smith

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Yung T. Mullick, James W. Moilanen, P. Austin Neff, Irene Luong, Emilie George, Danielle Hanson, Christine Hoang, jointly or severally

in the City of Mission Viejo, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 24th day of March, 2021.

State of Illinois
County of Peoria

} SS



RLI Insurance Company
Contractors Bonding and Insurance Company

By:

Barton W. Davis

Vice President

CERTIFICATE

On this 24th day of March, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By:

Catherine D. Glover

Catherine D. Glover

Notary Public



I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 4th day of November, 2021.

RLI Insurance Company

Contractors Bonding and Insurance Company

By:

Jeffrey D. Fick

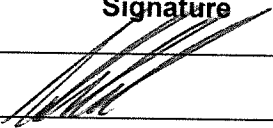
Corporate Secretary

ADDENDA ACKNOWLEDGMENT FORM

CITYWIDE CONCRETE REPAIRS FY21-22 PROJECT

Bidder's Name: CT&T Concrete Paving Inc.

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

Addendum Number	Date Received	Signature
1	10/28/2021	

If there are more Addenda than there is room in the chart above, attach another page acknowledging receipt of the Addenda.



CITY OF MANHATTAN BEACH

ADDENDUM NO. 1

REQUEST FOR BID (RFB) Citywide Concrete Repairs FY21-22 Project

Issued on October 28, 2021

Please note the following revisions to the Request for Bid document for the Citywide Concrete Repairs FY21-22 Project. *A signed copy of this addendum must be attached to the bid.*

1. **Change in Bid Working Days.** Replace the fourth sentence of the Scope of Work paragraph of the Notice Inviting Bids with the following:

Time for completion of the Work is 249 total Working Days from the date specified in the Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials.

This Addendum is approved by:

PREM KUMAR, PE, CITY ENGINEER

10/28/2021

DATE

A SIGNED COPY OF THIS ADDENDUM MUST BE ATTACHED TO THE BID.

I hereby acknowledge that the information contained in this addendum has been included in the bid submitted for this project.

CT&T Concrete Paving Inc.

COMPANY NAME

SIGNATURE

11/8/21

DATE

DESIGNATION OF SUBCONTRACTORS
[Public Contract Code Section 4104]

CITYWIDE CONCRETE REPAIRS FY21-22 PROJECT

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half percent of the Contractor's total Bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half percent of the Contractor's total Bid or \$10,000.00, whichever is greater. If all Subcontractors do not fit on this page, attach another page listing all information for all other Subcontractors.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%)*
Traffic Loops Crack Filling Inc.	052956 C-10 & C-32	1000003794	946 S. Emerald St, Anaheim, CA 714 - 520 - 4026	Electrical	1.29%

*The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

**NONCOLLUSION DECLARATION FORM
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
[Public Contract Code Section 7106]**

CITYWIDE CONCRETE REPAIRS FY21-22 PROJECT

The undersigned declares:

I am the President of CT&T Concrete Paving 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 11/08/2021 [date], at Pomona [city], California [state].

Signature: _____



Printed Name: Jose Carvajal

Date: 11/08/2021

Signature: _____



Printed Name: Jackie Carvajal

Date: 11/08/2021

This form must be notarized.

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of Los Angeles }

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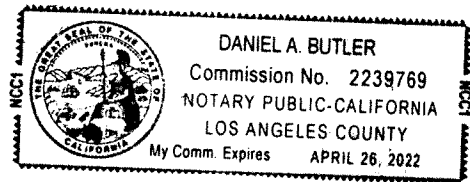
personally appeared Jose Carvajal & Jackie Carvajal,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
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WITNESS my hand and official seal.

Daniel A. Butler
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Noncollusion Declaration

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☒ Corporate Officer
President & Treasurer
(Title)
☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

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 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



▼ Contractor's License Detail for License # 875627

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed ([B&P 7071.17](#)).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 11/10/2021 11:39:55 AM

Business Information

CT & T CONCRETE PAVING INC
324 S DIAMOND BAR BLVD
PMB 275
DIAMOND BAR, CA 91765
Business Phone Number:(909) 629-8000

Entity Corporation
Issue Date 04/05/2006
Expire Date **04/30/2022**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ [C12 - EARTHWORK AND PAVING](#)
- ▶ [C-8 - CONCRETE](#)
- ▶ [A - GENERAL ENGINEERING](#)

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [SURETEC INSURANCE COMPANY](#).

Bond Number: 124368
Bond Amount: \$15,000
Effective Date: 07/01/2020
[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual JOSE GUADALUPE CARVAJAL certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 10/30/2020
[BQI's Bond History](#)

Workers' Compensation

An employee service group holds the workers compensation insurance.

Policy Number: C69975884
Effective Date: 10/01/2021
Expire Date: 10/01/2022
[Workers' Compensation History](#)

Other

- ▶ Personnel listed on this license (current or disassociated) are listed on other licenses.