

DIA OF INADVERTENTLY IMPROVED, AND.

650 South Delong St.

S.I.C., UT. 84104

FOR IMPROVEMENTS TO THE NEVADA COUNTY AIRPORT

A.S.P. # 3-06-0095- -2022

Big Date: 3/1/22 2:00pm

RECEIVED
FEB 28 2022
Nevada County Purchasing
12:00 PM '22

County of NEVADA
Purchasing Division
950 Main Ave.
Suite ~~200~~ 129
NEVADA, City, CA.

93959

BID FORM

(Nevada County Standard Form Bid Document)

BID TO THE COUNTY OF NEVADA FOR: Nevada County Airport, Nevada County, California, Crack Seal Taxiway A, Crack Seal and Slurry Seal Ramp 2; Alternate 1 – Crack Seal Ramp 1; Alternate 2 – Crack Seal Ramp 5, AIP 3-06-0095- -2022

Pre-Bid Meeting Date: 9:00 AM, Tuesday, February 15, 2022

Place of Pre-Bid Meeting:

Nevada County Airport, Airport Administration Building, 13083 John Bauer Avenue,
Grass Valley, California 95945

A link to the Virtual Pre-Bid Meeting can be located in the Invitation for Bid.

Bid Opening Date: 2:00 PM, Tuesday, March 1, 2022

Place of Bid Opening:

County of Nevada Purchasing Division, 950 Maidu Avenue, Suite 230,
Nevada City, CA 95959

A link to the Virtual Bid Opening can be located in the Invitation for Bid.

Name of Bidder: _____

Maxwell Asphalt, Inc.

The work to be done and referred to herein is in Nevada County, State of California, and shall be constructed in accordance with the Plans, Specifications (including the payment of not less than the wage rates set forth therein) and the Contract annexed hereto.

The work to be done is shown on project documents entitled: Plans and specifications for the Nevada County Airport Nevada County, California, Crack Seal Taxiway A, Crack Seal and Slurry Seal Ramp 2; Alternate 1 – Crack Seal Ramp 1; Alternate 2 – Crack Seal Ramp 5, AIP No. 3-06-0095- -2022.

There are twenty-three (23) working days allowed for completion of the total project. If the Base Bid only is awarded, Contractor shall be limited to fifteen (15) working days. If Alternate No. 1 is awarded, Contractor shall be limited to four (4) working days for Alternate 1. If Alternate 2 is awarded, Contractor shall be limited to four (4) working days for Alternate 2

Bidder further agrees that should he/she fail to complete any segment of work in the time specified, he/she will pay liquidated damages in the amount of \$3,000.00 to the County for each consecutive calendar day thereafter as prescribed in these specifications.

The undersigned, as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation, and in submitting this bid, the undersigned bidder agrees that he or she has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to and all other documents listed or incorporated in the bidding documents and contract documents; and bidder proposes, and agrees if this bid is accepted, that bidder will contract with the County of Nevada in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of County as therein set forth, and that bidder will take in full payment therefor the following:

BID SCHEDULE

Item No.	Estimated Quantity	Item Description and Price	Unit Price	Item Total
BASE BID – CRACK SEAL TAXIWAY A; CRACK SEAL AND SLURRY SEAL RAMP 2				
1	1 LS	Mobilization (C-105)* <u>SEVENTEEN THOUSAND</u> Dollars and _____ Cents Lump Sum	\$ <u>17,000⁰⁰</u>	\$ <u>17,000⁰⁰</u>
2	1 LS	Marking and Lighting of Closed Airport Facilities (C-106) <u>FIVE THOUSAND</u> Dollars and _____ Cents Lump Sum	\$ <u>5,000⁰⁰</u>	\$ <u>5,000⁰⁰</u>
3	15,900 LF	Crack Sealing Filler Type A – Reseal Existing Cracks (P-605) <u>ONE</u> Dollars and <u>FIFTEEN</u> Cents per Linear Foot	\$ <u>1.15</u>	\$ <u>18,285⁰⁰</u>
4	3,900 LF	Crack Sealing Filler Type B – Seal New Cracks (P-605) <u>ONE</u> Dollars and <u>TWENTY-FIVE</u> Cents per Linear Foot	\$ <u>1.25</u>	\$ <u>4,875</u>
5	440 LF	Crack Sealing Filler Type C – Mastic Crack Seal (P-605) <u>SEVEN</u> Dollars and <u>THIRTY-FIVE</u> Cents per Linear Foot	\$ <u>7.35</u>	\$ <u>3,234⁰⁰</u>
6	14,565 SF	Surface Preparation – Remove Existing Marking (P-620) <u>ONE</u> Dollars and <u>FIFTEEN</u> Cents per Square Foot	\$ <u>1.15</u>	\$ <u>16,749.75</u>

* Mobilization shall be limited to 10 percent of the total Base Bid cost.

Item No.	Estimated Quantity	Item Description and Price	Unit Price	Item Total
BASE BID - CRACK SEAL TAXIWAY A; CRACK SEAL AND SLURRY SEAL RAMP 2				
7	5,400 SF	Marking (P-620) <u>four</u> Dollars and <u>—</u> Cents per Square Foot	\$ <u>4.00</u>	\$ <u>21,600⁰⁰</u>
8	440 LB	Reflective Media (P-620) <u>five</u> Dollars and <u>—</u> Cents per Pound	\$ <u>5.00</u>	\$ <u>2,200⁰⁰</u>
9	18.5 Tons	Emulsified Asphalt for Slurry Coat (P-626) <u>THREE-THOUSAND</u> Dollars and <u>—</u> Cents per Ton	\$ <u>3,000⁰⁰</u>	\$ <u>55,500⁰⁰</u>
10	90 Tons	Aggregate (P-626) <u>THREE-HUNDRED</u> Dollars and <u>—</u> Cents per Ton	\$ <u>300⁰⁰</u>	\$ <u>27,000⁰⁰</u>
TOTAL BASE BID (In Figures)			\$ <u>171,443.75</u>	
TOTAL BASE BID (In Words)			<u>ONE-HUNDRED AND SEVENTY-ONE THOUSAND</u>	

four-hundred and forty-three — $\frac{75}{100}$

Item No.	Estimated Quantity	Item Description and Price	Unit Price	Item Total
ALTERNATE 1 – CRACK SEAL RAMP 1				
1-1	1 LS	Marking and Lighting of Closed Airport Facilities (C-106) <u>two-thousand</u> Dollars and _____ Cents Lump Sum	\$ <u>2,000⁰⁰</u>	\$ <u>2,000⁰⁰</u>
1-2	21,500 LF	Crack Sealing Filler Type B – Seal New Cracks (P-605) <u>ONE</u> Dollars and <u>twenty-five</u> Cents per Linear Foot	\$ <u>1.25</u>	\$ <u>26,875⁰⁰</u>
1-3	5,300 LF	Crack Sealing Filler Type C – Mastic Crack Seal (P-605) <u>SEVEN</u> Dollars and <u>thirty-five</u> Cents per Linear Foot	\$ <u>7.35</u>	\$ <u>38,955⁰⁰</u>
1-4	1,800 SF	Marking (P-620) <u>four</u> Dollars and _____ Cents per Square Foot	\$ <u>4.00</u>	\$ <u>7,200⁰⁰</u>
1-5	155 LB	Reflective Media (P-620) <u>five</u> Dollars and _____ Cents per Pound	\$ <u>5.00</u>	\$ <u>775⁰⁰</u>
TOTAL ALTERNATE 1 (In Figures)			\$ <u>75,845⁰⁰</u>	
TOTAL ALTERNATE 1 (In Words)			<u>SEVENTY-FIVE THOUSAND EIGHT HUNDRED AND FIVE DOLLARS.</u>	

Item No.	Estimated Quantity	Item Description and Price	Unit Price	Item Total
ALTERNATE 2 – CRACK SEAL RAMP 5				
2-1	1 LS	Marking and Lighting of Closed Airport Facilities (C-106) <u>two-thousand</u> Dollars and _____ Cents Lump Sum	\$ <u>2,000⁰⁰</u>	\$ <u>2,000⁰⁰</u>
2-2	9,000 LF	Crack Sealing Filler Type A – Reseal Existing Cracks (P-605) <u>ONE</u> Dollars and <u>FIFTEEN</u> Cents per Linear Foot	\$ <u>1.15</u>	\$ <u>10,350⁰⁰</u>
2-3	1,400 LF	Crack Sealing Filler Type B -Seal New Cracks (P-605) <u>ONE</u> Dollars and <u>twenty-five</u> Cents per Linear Foot	\$ <u>1.25</u>	\$ <u>1,750⁰⁰</u>
2-4	450 LF	Crack Sealing Filler Type C -Mastic Crack Seal (P-605) <u>SEVEN</u> Dollars and <u>thirty-five</u> Cents per Linear Foot	\$ <u>7.35</u>	\$ <u>3,307.50</u>
2-5	1,300 SF	Marking (P-620) <u>four</u> Dollars and _____ Cents per Square Foot	\$ <u>4.00</u>	\$ <u>5,200⁰⁰</u>
2-6	110 LB	Reflective Media (P-620) <u>FIVE</u> Dollars and _____ Cents per Pound	\$ <u>5.00</u>	\$ <u>550⁰⁰</u>
TOTAL ALTERNATE 2 (In Figures)			\$ <u>23,157.50</u>	
TOTAL ALTERNATE 2 (In Words)			<u>twenty-three thousand one hundred</u> <u>and fifty-seven</u> $\frac{50}{100}$	

GRAND TOTAL OF BID – BASE BID PLUS ALTERNATE 1 (in figures): \$ 247,248.75

GRAND TOTAL OF BID – BASE BID PLUS ALTERNATE 1 (in words):

TWO HUNDRED AND SEVENTY SEVEN THOUSAND TWO HUNDRED AND
FORTY EIGHT AND 75/100

GRAND TOTAL OF BID – BASE BID PLUS ALTERNATE 2 (in figures): \$ 194,601.25

GRAND TOTAL OF BID – BASE BID PLUS ALTERNATE 2 (in words):

ONE HUNDRED AND NINETY FOUR THOUSAND SIX HUNDRED
AND ONE AND 25/100

GRAND TOTAL OF BID – BASE BID PLUS ALTERNATE 1 PLUS ALTERNATE 2 (in figures):

\$ 270,406.25

GRAND TOTAL OF BID – BASE BID PLUS ALTERNATE 1 PLUS ALTERNATE 2 (in words):

TWO HUNDRED AND SEVENTY THOUSAND FOUR HUNDRED
AND SIX AND 25/100

The undersigned bidder agrees to furnish the required bonds or other security and to enter into a contract within the time specified in the Instructions to Bidders, and further agrees to complete all work by the bid, in accordance with all requirements the contract.

Receipt of copies of the following addenda is hereby acknowledged.

Addendum No.

1

Bidder's Signature



Date Acknowledged

2/25/22

All addenda received have been considered in preparation of this bid.

Enclosed herewith are the Bid Form, Bid Bond or other security, Experience Statement, Subcontractor Listing and Bidder's Representations form.

In submitting this bid it is understood that the right is reserved by County to reject any and all bids, and it is understood that this bid may not be withdrawn during the period set forth in the Instructions to Bidders.

Envelopes containing bids must be marked as required by the Instructions to Bidders.

County reserves the right to reject any and all bids and to waive any irregularities in bids.

The amount of the bid for comparison purposes will be the total of all items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item.

Prices bid shall include overhead, profit and all applicable taxes.

By submission of this bid, each bidder certified, and in the case of a joint bid each party thereto certifies as to its own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

A bid bond for bids over \$25,000 will accompany this bid in a sum of not less than ten percent (10%) of the total amount of the bid and shall be on a form approved by County or a form which is substantially similar, which is attached thereto.

If this bid shall be accepted and the undersigned shall fail to contract as aforesaid, and to give the performance bond and labor and material bond as required in the contract with a surety satisfactory to County within the number of days set forth in the Instructions to Bidders after receipt of notice that the contract has been awarded to the undersigned, County may, at its option, determine that the bidder has abandoned the contract and thereupon the award of the contract shall be null and void and the bidder and surety shall forfeit the security accompanying this bid to the County of Nevada.

Accompanying this bid is: Circle one: Bidder's Bond – Cashier's Check – Certified Check -- Cash

for \$ 27,040.63 an amount equal to ten percent (10%) of the total bid.

The names of individuals who are principals in any partnership, joint venture, business association or corporation in the foregoing bid are as follows:

STEVE MAXWELL
DAVE MAXWELL

Maxwell Asphalt, Inc.

Licensed in accordance with an act providing for the registration of contractors, License No.

986547

Dated:

2/25/22

[Signature]
Authorized Signature of Bidder

PRINTED NAME OF AUTHORIZED REPRESENTATIVE:

Robert Mcintosh

BUSINESS ADDRESS:

650 South Delong St., S.I.C., UT. 84104

PLACE OF RESIDENCE:

TELEPHONE NUMBER:

801-972-2097

EMAIL ADDRESS:

rob@maxwellasphalt.com

CLASSIFICATION OF CONTRACTOR'S LICENSE:

C12 & C32

EXPIRATION DATE OF CONTRACTOR'S LICENSE:

9/30/23

DIR#

1000002794

FEDERAL TAX ID. NO.

87-0466966

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if bidder is an individual, his or her signature shall be placed above. If a bidder is a joint venture, the documents must be signed by an authorized officer of each firm to the joint venture and shall include the California Contractor's License number of each partner to the joint venture. The signature of any attorney-in-fact must be notarized.

PROHIBITION OF SEGREGATED FACILITIES

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

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

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

Certification - The information above is true and complete
to the best of my knowledge and belief.

Robert F. McIsaac - Contracts Admin.

Name and Title of Signer (Please type)

[Signature]

Signature

Date

2/25/22

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**BIDDER'S STATEMENT ON PREVIOUS
CONTRACTS SUBJECT TO EEO CLAUSE**

The Bidder shall complete the following statement by checking the appropriate lines:

*The Bidder has ☒ has not ☐ participated in a previous contract subject to the Equal Opportunity Clause prescribed by Executive Order 11246, as amended, of September 24, 1965.

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

If the Bidder has participated in a previous contract subject to the Equal Opportunity Clause and has not submitted compliance reports due under applicable filing requirements, the Bidder shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-I," prior to the award of contract:

*NOTE: Failure to complete these boxes may be grounds for rejecting bid.



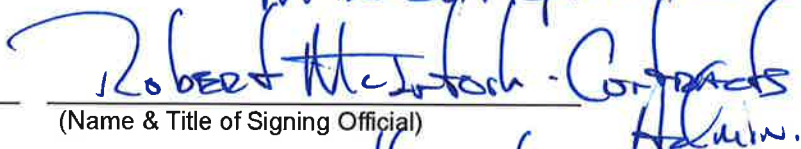
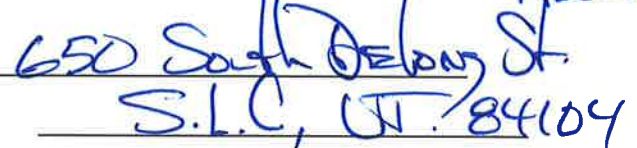
Signature

(Name of Bidder)

Date

(Name & Title of Signing Official)

Business Address

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

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

DATE

2/23/22

SIGNED BY



CERTIFICATE OF BUY AMERICAN COMPLIANCE

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

☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- a) Only installing steel and manufactured products produced in the United States;
- b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing U.S. domestic product.
3. To furnish U.S. domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

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

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

Required Documentation

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

- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition

Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

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

Date

Company Name

Signature

Title

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

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

Certifications

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

Note

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

Term Definitions

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

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

Date

2/25/22

Company Name

MARK E. GASPARD, INC.

Signature

Title

Contracts Admin.

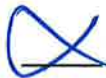
DISADVANTAGED BUSINESS ENTERPRISE (DBE) STATEMENT

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Sponsor to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the DBE requirements of this contract. These requirements apply to all bidders, including those who qualify as a DBE. A DBE contract goal of 10 percent has been established for this contract. The bidder shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract. Excerpts from 49 CFR Part 26 are included in Section 70-21.13.

Within 15 days after the opening of bids and before award of the contract, all bidders/offers wishing to remain in competition for award of this contract shall submit "The Contractor's DBE Plan" to the Owner. The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and (6) if the contract goal is not met, evidence of good faith effort.

The Contractor's DBE Plan Form and DBE Letter Of Intent Form are located in Section 200. The website for the Unified Certification Program directory in the state of California is: <http://californiaucp.org/>.

CERTIFICATION OF BIDDER: The undersigned bidder will satisfy the DBE requirements of these specifications in the following manner (please check the appropriate space):



The bidder is committed to meeting or exceeding the DBE utilization goal stated above on this contract.

_____ The bidder, if unable to meet the DBE utilization goal stated above, is committed to a minimum of 4.10% DBE utilization on this contract, and will submit documentation demonstrating good faith efforts.

END OF PROPOSAL

☐ NO

DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION

ADM-0227f (Rev. 06/2012)

Page 2 of 2

AUTHORITY: Title 49, Code of Federal Regulations, Part 26 (49 CFR 26)

INSTRUCTIONS FOR COMPLETING FORM ADM-0227f (Please Type or Print Legibly):

PART A – CONTRACTOR INFORMATION**CONTRACTOR'S BUSINESS INFORMATION:** Bidder's/Proposer's Business Name, Address, City, State, Zip Code, Contact Person, Business Phone, Fax Number, and Email Address.**Agreement Number:** The Agreement number is the same number as the Invitation for Bid (IFB) or Request for Proposal (RFP) number.**CONTRACT DOLLAR AMOUNT:** Total dollar amount that Contractor proposes to accomplish the Agreement.**Date:** Date this form is completed.**PART B – DBE INFORMATION AND DOCUMENTS****PRIME:** Complete if Prime is a certified DBE.**Sub-Contractor** Complete if the Subcontractor(s)/Supplier(s) are certified DBE. Please make and attach additional copies of page 1 if needed. Attach a copy of the bid (or price quote) from the DBE (on the DBE's Letterhead) for all DBEs listed.**Column 1** Enter the names (includes all certified DBE Prime and Subcontractors) and complete addresses of all certified DBE Contractor/Subcontractor/Supplier(s) that will be used in the Agreement.**Column 2** Enter the area code and phone number of the corresponding certified DBE listed in Column 1.**Column 3** Enter the Contracting Tier number for each DBE correspondingly listed in Column 1: 0 = Prime or Joint Consultant, 1 = Primary Subcontractor, 2 = Subcontractor/Supplier of level 1 Primary Subcontractor.**Column 4** Enter a description that briefly captures the work to be performed or supplies to be provided by each corresponding DBE firm listed in Column 1.**Column 5** Enter the DBE or CUCP Certification Number for the corresponding DBE listed in Column 1. Self-certification is NOT acceptable. DBEs must be certified by the submittal date identified in the IFB or RFP. For more certification and verification information, refer to the IFB's or RFP's Notice to Bidders/Proposers Disadvantaged Business Enterprise (DBE) Program and Participation Goal.**Column 6** Enter the correct Ownership Code number below for the corresponding DBE listed in Column B.

1 = Black American

4 = Asian-Pacific American

7 = Woman

2 = Hispanic American

5 = Subcontinent Asian
American

8 = Other

3 = Native American

6 = Caucasian

9 = Not Applicable

Column 7-8 Enter the dollar and/or percentage (%) of the dollar (\$) value claimed for each corresponding DBE listed in Column 1.

EXAMPLE:

PART B – DBE INFORMATION AND DOCUMENTATION (Refer to Instructions in Page 2 of this form. Bidder/Proposer shall verify DBE certifications.)

(1) List Name(s) and addresses of all DBEs that will participate in this Agreement:	(2) Area Code & Phone Number	Tier	(4) Description of Work, Services, or Material Supplied	(5) DBE or CUCP Certification Number.	(6) Ownership Code	(7) DBE \$ Amount Claimed	(8) % of \$ Value Claimed	(9) County Use Only %
1B Jane Prime Inc., 1234 Jane's Street, Jane's City, CA. 04321	(XXX) 000-1111	0	Project management	XXXXXXXXX	7, 5	48,000	48%	
Joe Subcontractor Inc., 4567 Joe's Street, Joe's City, CA. 07654	(XXX) 111-0000	1	Design, surveys, environmental testing	000000000000	6	42,000	42%	
Supplier International LLC, 1100 X Street, Supplier's City, CA. 45670	(111) XXX-0001	2	Survey instruments, testing materials	111111111111	3	10,000	10%	

ADDITIONAL INFORMATION:

- Form ADM-0312f should be submitted with the ADM-0227f to demonstrate good faith efforts (GFE) AND protect bidder's/ proposer's eligibility for contract award in the event County determines the bidder/proposer failed to meet the DBE goal.
- A DBE joint venture partner shall submit the joint venture agreement with the form ADM-0227f.

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

BIDDER/PROPOSER DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOOD FAITH EFFORTS DOCUMENTATION

ADM-0312f (REV 06/2012) Page 1 of 4

CONTRACTOR'S NAME

IFB OR RFP OR RFQ NUMBER

DATE

BIDDER/PROPOSER INSTRUCTIONS: Submittal of only the Disadvantaged Business Enterprise (DBE) Information/Participation form, ADM-0227f, may not provide sufficient documentation to demonstrate that adequate good faith efforts (GFE) were made by the bidder/proposer. Bidder/proposers proving goal attainment should always submit documentation for making GFE to protect its eligibility for award should County, in its evaluation, find that the goal was not met. Examples of disqualification may include but are not be limited to: 1) A DBE subcontractor was not certified by County or a state or local participating agency that has a reciprocal agreement with County, by the bid/proposal due date and time; or 2) Bidder/proposer made a mathematical error resulting in failure to meet the goal. Bidder/Proposer must make an adequate GFE to be responsive. When applying for a determination of a GFE when no contract goals have been attained or when only partial goal(s) have been attained, bidders/proposers shall complete this

Bidder/Proposer Disadvantaged Business Enterprise (DBE) Good Faith Efforts Documentation form, ADM-0312f, and submit the requested information below with its bid by the bid due date and time.

Bidder/Proposer Disadvantaged Business Enterprise (DBE) Good Faith Efforts Documentation form, ADM-0312f, and submit the requested information below with its bid by the bid due date and time.

List names and dates of each general circulation newspaper, trade paper and minority focused paper or other publication in which a request for DBE participation was placed. Attach a copy of the advertisement or proof of publication.

TITLE OF PUBLICATION	PUBLICATION DATE(S)	TITLE OF PUBLICATION	PUBLICATION DATE(S)

2. DBE DOCUMENTATION

- List the names and dates of written notices sent to certified DBE firms soliciting bids for the contract.
- List the dates and methods used for following up initial solicitations to determine with certainty whether or not the DBEs were interested.
- Attach a copy of any solicitation package, phone records, fax confirmations or solicitation follow-up correspondence sent to DBE firms.
- Identify information submitted to the bidder for this solicitation:

Check the appropriate box:

☐ IFB☐ RFP☐ RFQ**SOLICITATION**

DATE MAILED	DATE PHONED	DATE OF FOLLOW-UP	FOLLOW-UP METHOD PHONE/EMAIL	NAME OF FIRM SOLICITED	CONTACT NAME	PHONE NUMBER

BREAKDOWN OF ITEMS:

BIDDER/PROPOSER DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOOD FAITH EFFORTS DOCUMENTATION

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CONTRACTOR'S NAME		IFB OR RFP OR RFQ NUMBER	DATE
6. ASSISTANCE TO DBEs – Equipment/Materials, etc. Identify efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate.			

7. ADDITIONAL DATA Provide any additional data to support a demonstration of GFE such as contacts with DBE assistance agencies. Identify the names of agencies, organizations, and groups providing assistance in contacting, recruiting, and using DBE firms. Attach copies of requests to agencies and any responses received, i.e., lists, Internet pages, etc.	
NAME OF AGENCY/ORGANIZATION	METHODS/DATE OF CONTACT RESULTS

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Maxwell Asphalt, Inc

Corporate Certification

I, Dale Maxwell, certify that I am the Secretary of Maxwell Asphalt, Inc organized under the laws of the State of Utah that Steven Maxwell who signed this power of attorney on behalf of the donor, is the President of said corporation; and that said power of attorney was duly signed, and attested for and in behalf of said corporation by authority of its governing body as the same appears in a resolution of the Board of Directors passed at a regular meeting held on the 23rd day of July, 2010 now in my possession or custody. I further certify that the resolution is in accordance with the articles of incorporation and bylaws of said corporation.

I further certify that the said Power of Attorney has not been rescinded and is at the date of this certificate in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said corporation, at the City of Salt Lake this 31st day of August 2015.



Dale Maxwell, Secretary

Maxwell Asphalt, Inc

Minutes of Special Meeting of the Board:

Minutes of a special meeting of the Board held at the office of the Corporation at 650 S Delong St, Salt Lake City and State of Utah on the 23 day of July 2010 at 10:00 o'clock in the morning.

The President called the meeting to order and directed the Secretary to call the roll of the Directors.

The following Directors answered present:

Dale Maxwell, Director

Steven Maxwell, Director

The President, Steven Maxwell then stated that this meeting was called especially at the request of Dale Maxwell, Director to consider the following Business:

As Maxwell Asphalt is in the business to bid for work it is requested that Maxwell Asphalt, Inc give authority to Robert McIntosh, estimator for Maxwell Asphalt, Inc to represent Maxwell Asphalt, Inc, and to transact all required business to bid projects in the name of and under the license of Maxwell Asphalt, Inc. To give Robert McIntosh authority to complete, sign and submit all required documents to submit such bids.

The Secretary, Dale Maxwell then read the notice of meeting and stated that the same was sent to each and every director in accordance with the By-Laws.

On motion duly made and carried, the notice was ordered spread upon the minutes.

The following business was thereupon taken up and transacted:

Robert McIntosh, estimator for Maxwell Asphalt, Inc shall be given authority to represent Maxwell Asphalt, Inc, and to transact all required business to bid projects in the name of Maxwell Asphalt, Inc and under the license of Maxwell Asphalt, Inc. Robert McIntosh shall be given authority to complete, sign and submit all documents required to submit such bids.

There being no further business the meeting was adjourned.

Dated the 23 day of July, 2010



Dale Maxwell, Secretary



Bidding Power of Attorney

Know all men by these presents: That Maxwell Asphalt, Inc doing business as a Corporation under the laws of the State of Utah having a principal place of business at 650 S Delong St, Salt Lake City, Utah 84104, hereby constitutes and appoints Robert McIntosh to act for and on its behalf as a true and lawful agent and attorney of the grantor for and in the name, place and stead of said grantor, from this date, in the United States either in writing, electronically, or by other authorized means, to:

Endorse or sign documents required in connection with the bidding and or securing bids for said grantor;

Perform any act on condition, which may be required in connection with such bids;

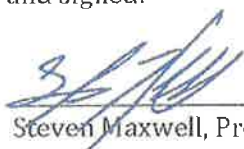
Sign or swear to any document and to perform any act that may be necessary in connection with the preparation and submittal of such bids;

Giving to said agent the attorney full power and authority to do whatever is necessary to be done as fully as said grantor could do if present and acting, hereby confirming all that the said agent and attorney shall lawfully do by virtue of these presents'

This power of attorney to remain full force and effect until revocation in writing is duly given to and received by grantee.

Appointment as Estimator: Grantor authorizes the above grantee to act as lawful agent and sign or endorse documents pertaining to the bidding for work for the Grantor.

IN WITNESS WHEREOF, the said Maxwell Asphalt, Inc caused these presents to be sealed and signed:



Steven Maxwell, President of Maxwell Asphalt, Inc

July 23, 2010

Date

Witness: 

Title: Manager, Maxwell Asphalt, Inc



MAXWELL ASPHALT

List of Available Equipment

2	Cab over truck mounted paint strippers
5	Scarifiers
1	Smith Model X3 Wet or Dry Blaster Power Eraser
1	Peterbuilt Distributer Truck with Custom Sand Applicator
1	Maximizer Distributer Truck with Custom Sand Applicators
1	NAC-Dynamic Friction Tester
6	Line driver strippers
1	Thermal Marking AutoIR-G4 heater
1	Turbine Blower and misc blowers
2	Bear Cat Tar Kettles
4	Crack Seal Routers
2	Atlas Copco Air Compressor
1	Freightliner Sweeper Truck
2	2015 Dodge 3500 Flatbed Utility Trucks
1	2015 Dodge 5500 Flatbed Utility Truck
1	2017 Dodge 5500 Flatbed Utility Truck
1	Toolcat
1	Kenworth Flatbed
1	2014 CAT Skidster
1	5519 Genie Forklift
1	Stripe Hog LaFrance Condor Water Blasting Truck
1	International Roll Off Truck
2	Bergkamp M210's
1	Pneumatic roller



MAXWELL ASPHALT

P.O. Box 585
Bountiful, UT 84011
Phone 801-972-2097
Fax 801-416-1872

KEY PERSONNEL EXPERIENCE

Dale Maxwell is one of the owners and Secretary of Maxwell Asphalt, Inc. His 35 plus years of experience in asphalt maintenance includes estimating, developing new processes, crack seal, joint seal, patching and paving, various pavement friction testing, paint and rubber removal, thermo marking application and striping - specializing in FAA requirements sealants, and layout of airport markings. He is an experienced CDL driver and equipment operator. He supervises the contracts and bid process and specializes in scheduling company crews to complete various concurrent projects.

Steve Maxwell is one of the owners and President of Maxwell Asphalt, Inc. His 32 plus years of experience in asphalt maintenance includes estimating, developing new processes and specialized equipment, crack seal, joint seal, patching and paving, various pavement sealants, friction testing, paint and rubber removal, thermo marking application and striping - specializing in FAA requirements and layout of airport markings. He is also an experienced CDL driver and equipment operator. He oversees all projects and specializes in organizing crews, working with onsite supervisors and ordering and delivering materials for each specific project.

Stuart Nunn has 25 plus years experience in construction. He is a licensed general contractor and trained as an electrical engineer. Since 2011 Stuart has overseen all airport markings for Maxwell Asphalt. He specializes in FAA requirements and the layout of airport markings. He assures that the detailed striping for the project meets specification requirements and expectations of the owner and resident onsite engineer of all projects.

Mark Carlson is our driver for the Peterbuilt /Bearcat Distributer Truck and has over 18 years of experience driving distributer trucks and applying seal coat materials. His main responsibility for Maxwell Asphalt is overseeing all seal coat applications. He is a seasoned licensed CDL driver and works with project owners and onsite engineer representatives to ensure that the application of seal coat materials meets all specified requirements.

~~**Clint Petersen** is a licensed contractor with over 15 years experience and has been a project supervisor for Maxwell Asphalt, Inc for 13 years. He has experience in all facets of asphalt maintenance. He works with onsite engineers and sub contractors to ensure that all materials and construction methods meet the stringent FAA requirements and that airport closures are kept to a minimum.~~

Spencer May is a driver for our Peterbuilt/Bearcat Distributer Truck and has over 5 years experience. He is also our operator for the NAC Dynamic Friction Tester. He is experienced in assisting airport personnel and engineers in determining the friction values to meet contract specifications.