

**FELDMAN & ASSOCIATES, INC.**

ATTORNEYS AT LAW  
11030 SANTA MONICA BOULEVARD  
SUITE 109  
LOS ANGELES, CALIFORNIA 90025  
(310) 312-5401  
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August 8, 2024

**VIA EMAIL**

City of El Segundo Public Works Department  
Floriza Rivera  
Principal Engineer  
350 Main Street  
El Segundo, CA 90245  
[frivera@elsegundo.org](mailto:frivera@elsegundo.org)

Re: Dash Construction Company, Inc. / City of El Segundo  
Project: FY 24-25 Pavement Rehabilitation Project ("Project")  
Bid No.: PW 24-08  
Awarding Body: City of El Segundo ("City")

Dear Ms. Rivera:

This law firm represents Dash Construction Company, Inc. ("Dash"). Dash, a general contractor, bid this project on July 2, 2024, and should be deemed the low bidder on the above-referenced Project. The purpose of this letter is to formally protest awarding the Project to LCR Earthwork & Engineering, Corp. ("LCR") whose bid was non-responsive.

In addition, Dash requests the following:

1. That this letter serve as a protest against the award of the above contract to anyone other than Dash.
2. Mailed notice of all meetings of the awarding authority at which any issues pertaining to the award to the contract are on the agenda for meeting pursuant to Gov. Code § 54954.1
3. That Dash be informed by telephone or fax or email as soon as any staff reports or recommendations concerning any issues pertaining to the award of the contract are available to the public, so that we can immediately inspect those reports or recommendations.
4. The ability to address the awarding authority before or during consideration of any issues pertaining to the award of the contract pursuant to Gov. Code § 54954.3(a).

For the reasons stated below, the LCR bid is not responsive and must be rejected according to California law.

### **LEGAL AUTHORITIES**

Before addressing the arguments raised by Dash below, a correct understanding of the law as it applies to Bid Protests is an important first step.

California law mandates that a public entity must competitively bid public works contracts and award the contract to the lowest responsible bidder that submits a responsive bid. *MCM Construction, Inc. v. City and County of San Francisco* (1998) 66 Cal.App.4th 359, 368.

To be responsive, a bid must conform to the material terms of the Instructions. *See Menefee v. County of Fresno* (1985) 163 Cal.App.3d 1175. A bid that varies materially from the specifications must be rejected. *Stimson v. Hanley* (1907) 151 Cal. 379. The material terms of a bid are (1) those that affect price, quantity, quality, or delivery and (2) those terms that the bid package clearly identifies as mandatory. *Id.* A bid fails to comply materially with the bid package if it gives the bidder a substantial economic advantage or benefit not enjoyed by other bidders. *Menefee v. County of Fresno* (1985) 163 Cal.App.3d 1175.

In other words, if a bid is not responsive, it cannot be accepted.

### **ARGUMENT**

For the following reasons, the City should award the Project contract to Dash, the lowest responsive and responsible bidder.

#### **I. LCR's Bid Failed to Fulfill a Mandatory Requirement**

Addendum No. 1 explicitly states that “[a]s evidence that the BIDDER has read this Addendum, the BIDDER must acknowledge same in the space provided below and submit this Addendum with the Proposal. *Failure to provide such acknowledgment shall render the proposal as non-responsive and subject to rejection.*” (emphasis added).

Here, LCR failed to submit the acknowledgment of the Addendum (“Acknowledgement”) with its Proposal. A copy of LCR’s proposal is attached as **Exhibit “A.”** The language of the Addendum referenced above makes it clear that LCR’s failure to submit the Acknowledgment is a material variance.

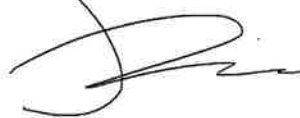
The failure to submit the Addendum and acknowledge it allowed LCR the ability to withdraw its bid. This gives LCR an economic advantage not enjoyed by others and makes an award to LCR illegal.

Therefore, the City (1) cannot waive the material variance, and (2) must reject LCR's bid for non-responsiveness. In fact, the City is required by law to reject LCR's non-responsive bid and award the Project to Dash, the lowest responsive bidder. The City will be in violation of California law should it proceed with awarding the Project to LCR.

**SUMMARY**

The bid of LCR is non-responsive and must be rejected due to the fatal errors in its Bid. However, Dash's bid was fully responsive to the bid invitation; and Dash is a responsible contractor. Therefore, the City must deem the bid of LCR as non-responsive, and award the Project to Dash.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "John Paul Cosico". The signature is fluid and cursive, with a large initial "J" and "P".

John Paul Cosico, Esq.  
for FELDMAN & ASSOCIATES, INC.

Cc: Client  
Mark A. Feldman, Esq.

# **EXHIBIT A**

**PROPOSAL  
FOR THE  
FY 24/25 PAVEMENT REHABILITATION PROJECT**

**PROJECT NO.: PW 24-08**

Date July 2, 2024

Company Name: LCR Earthwork & Engineering, Corp.  
**TO THE CITY OF EL SEGUNDO:**

In accordance with the City of El Segundo's Notice Inviting Sealed Bids, the undersigned **BIDDER** hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefor, and to perform all work in the manner and time prescribed therein.

**BIDDER** declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and all other contract documents. Submittal of this bid shall be considered evidence that the **BIDDER** has satisfied himself regarding the contract documents, access and any other field conditions which may affect bid prices. If this proposal is accepted for award, **BIDDER** agrees to enter into a contract with the City of El Segundo at the unit and/or lump sum prices set forth in the following Bid Schedule. **BIDDER** understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the City of El Segundo of the proposal guarantee accompanying this proposal.

**BIDDER** understands that a bid is required for the entire work, that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. **THE CITY OF EL SEGUNDO RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT.** It is agreed that the unit and/or lump sum prices bid include all apparent expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the **BIDDER'S** default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the City of El Segundo's notice of award of contract to the **BIDDER**, including sending by U.S. Mail a Public Works Contract for signature by the Awardee, the proceeds of the security accompanying this bid shall become the property of the City of El Segundo and this bid and the acceptance hereof may, at the City of El Segundo's option, be considered null and void.

### **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

**BIDDER** certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any agency, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

### **AFFIRMATIVE ACTION CERTIFICATION**

**BIDDER** certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, **BIDDER** certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

### **NONCOLLUSION AFFIDAVIT**

**BIDDER** declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the City of El Segundo is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

**BID SCHEDULE**

**FY 24/25 PAVEMENT REHABILITATION PROJECT  
PROJECT NO.: PW 24-08**

Company Name: LCR Earthwork & Engineering, Corp.

**Base Bid Items**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE (\$)	ITEM TOTAL (\$)
1	Mobilization/demobilization including traffic control (maximum 5% of total bid)	1	LS	\$75,000.00	\$75,000.00
2	2-inch-deep asphalt repairs	15,000	SF	\$5.00	\$75,000.00
3	Full depth 6" asphalt concrete over 6" crushed aggregate base asphalt repairs	2000	SF	\$20.00	\$40,000.00
4	Slurry seal Type II application	635,284	SF	\$0.28	\$177,879.52
5	On slurry seal streets, mechanically remove and restore traffic striping, markings, and pavement markers	1	LS	\$63,000.00	\$63,000.00
6	Grind asphalt 2"	404,287	SF	\$0.40	\$161,714.80
7	Overlay 2"	404,287	SF	\$1.95	\$788,359.65
8	Adjust sewer and storm drain manholes to final grade	37	EA	\$1,200.00	\$44,400.00
9	Procure water valve cover risers	75	EA	\$900.00	\$67,500.00
10	Adjust water valve covers to final grade	75	EA	\$750.00	\$56,250.00
11	On overlay streets, remove pavement markers and restore traffic striping, markings, and pavement markers	1	LS	\$45,000.00	\$45,000.00
12	Additional cost to upgrade yellow two-stripe-style crosswalks to become ladder-style crosswalks (thermoplastic)	1	LS	\$20,000.00	\$20,000.00

Subtotal, Base Bid Items \$1,614,103.97

**Alternative Bid Items 13 and 14 (Determined by the City on an as-needed basis)**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE (\$)	ITEM TOTAL (\$)
13	Construct drainage improvements in Alley B-159 per Appendix F plans and construction schedule	1	LS	\$95,000.00	\$95,000.00
14	Construct Palm/Loma Vista 6" AC over 6" CAB full-depth pavement reconstruction, slurry seal Type II, and striping per Appendix D layout	1	LS	\$84,000.00	\$84,000.00

Subtotal, Alternative Bid Items 13 and 14 \$179,000.00

**Alternative Bid Items A15-A17 (Determined by the City on an as-needed basis)**

Alley Rehabilitation 4" asphalt concrete (AC) over 4" crushed aggregate base (CAB) one alley at a time (5-day closure until completion, any open subgrade and base section plated overnight)

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE (\$)	ITEM TOTAL (\$)
A15	4" AC over 4" CAB pavement reconstruction in Alley B-159 bounded by Sheldon, Franklin, Penn, and El Segundo Blvd.	1	LS	\$75,000.00	\$75,000.00
A16	4" AC over 4" CAB pavement reconstruction in Alley B-161 bounded by Penn, Franklin, Sierra, and El Segundo Blvd.	1	LS	\$75,000.00	\$75,000.00
A17	4" AC over 4" CAB pavement reconstruction in Alley B-151 bounded by Sierra, Franklin, Lomita, and El Segundo Blvd.	1	LS	\$75,000.00	\$75,000.00

Subtotal, Alternative Bid Items A15 through A17 \$225,000.00



**Alternative Bid Items B15-B17 (Determined by the City on an as-needed basis)**

Alley Rehabilitation 4" asphalt concrete over 4" crushed aggregate base such that an entire alley reconstruction is completed in one day to minimize the impact to business access

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE (\$)	ITEM TOTAL (\$)
B15	4" AC over 4" CAB one-day pavement reconstruction in Alley B-159 bounded by Sheldon, Franklin, Penn, and El Segundo Blvd.	1	LS	\$94,000.00	\$94,000.00
B16	4" AC over 4" CAB one-day pavement reconstruction in Alley B-161 bounded by Penn, Franklin, Sierra, and El Segundo Blvd.	1	LS	\$94,000.00	\$94,000.00
B17	4" AC over 4" CAB one-day pavement reconstruction in Alley B-151 bounded by Sierra, Franklin, Lomita, and El Segundo Blvd.	1	LS	\$94,000.00	\$94,000.00

Subtotal, Alternative Bid Items B15 through B17  
(Do not add to total bid amount)

\$282,000.00

TOTAL BID FOR ITEMS 1-A17 IN FIGURES =

\$ 2,018,103.97

TOTAL BID WRITTEN IN WORDS:

Two Million Eighteen Thousand One Hundred Three Dollars and Ninety Seven Cents

All work shall be per these specifications and attachments. Prevailing wage rates apply. The City of El Segundo reserves the right to reject any or all bids, to waive any irregularity, and to take all bids under advisement for a period of **ninety (90) calendar days**.

**BIDDER'S INFORMATION**

Company Name: LCR Earthwork & Engineering, Corp.

**BIDDER** certifies that the following information is true and correct: Form of Legal Entity (i.e., individual, partnership, corporation, etc.) **as written below:**

Corporation

If corporation, State of Incorporation (i.e., California) California

Business LCR Earthwork & Engineering, Corp.

Address 4791 Mt Rainier St  
Jurupa Valley CA 92509

Telephone No. 951-934-3231

Facsimile No. 951-602-8022

State Contractor's License No. and Class 1048288 Class A, C-12 & C-21 DIR Registration No. 1000063065

Original Date State License Issued 12/24/18 State License Expiration Date 12/31/24

The following are the names, titles, **email addresses**, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having principal interest in this proposal:

Jorge Mendoza/Vice President 4791 Mt Rainier St Jurupa Valley CA 92509 951-934-3231  
Jennifer Mendoza/President 4791 Mt Rainier St Jurupa Valley CA 92509 951-934-3231

The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal is as follows:

N/A

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

N/A

**BIDDER'S INFORMATION (CONTINUED)**

Company Name: LCR Earthwork & Engineering, Corp.

Bidder shall list the name of the person who attended the mandatory pre-bid job walk:

Name:  Jonny L. Mendonca

Title: Project Manager

**IN WITNESS WHEREOF, BIDDER** executes and submits this proposal with the names, titles, hands,

and seals of all a forenamed principals this 2 day of July, 2024.

**BIDDER**

LCR Earthwork & Engineering, Corp.



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Subscribed and sworn to this 2 day of July, 2024.

**NOTARY PUBLIC**

See attached

# JURAT

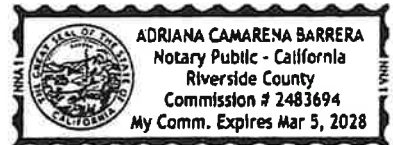
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Riverside

Subscribed and sworn to (or affirmed) before me on  
this 2nd day of July, 20 24,  
by Jorge L. Mendez

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

Signature ACK



(Seal)

**PROPOSAL GUARANTEE  
BID BOND**

FY 24/25 PAVEMENT REHABILITATION PROJECT  
PROJECT NO.: PW 24-08

**KNOW ALL MEN BY THESE PRESENTS that,**

LCR Earthwork & Engineering, Corp. , as **BIDDER**, and

The Gray Casualty & Surety Company , as **SURETY**, are held and firmly bound unto the

City of El Segundo, in the penal sum of \_\_\_\_\_ \* \_\_\_\_\_ **DOLLARS (\$10%)**, which is ten (10%) percent of the total amount bid by **BIDDER** to the City of El Segundo for the above stated project, for the payment of which sum, **BIDDER and SURETY agree to be bound, jointly and severally, firmly by these presents.**

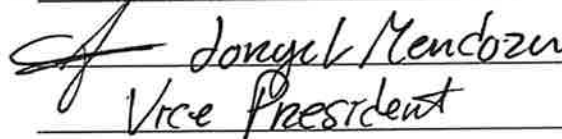
\*Ten Percent of the Total Amount of the Bid

**THE CONDITIONS OF THIS OBLIGATION ARE SUCH** that, whereas **BIDDER** is about to submit a bid to the City of El Segundo for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by **BIDDER** in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of the City of El Segundo.

**IN WITNESS WIIEREOF** the parties hereto have set their names, titles, hands, and seals this

2nd day of July, 2024.

**BIDDER\*** LCR Earthwork & Engineering, Corp. 4791 Mt. Rainier St. Jurupa Valley, CA 92509 (951) 934-3231

  
\_\_\_\_\_  
Vice President

**SURETY\*** The Gray Casualty & Surety Company 1225 W. Causeway Approach, Mandeville, LA 70471 (877) 857-6006

  
\_\_\_\_\_

Pietro Micciche, Attorney-in-Fact 3455 Ocean View Blvd #200, Glendale, CA 91208 (323) 663-7814

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**NOTARY PUBLIC**

\*Provide **BIDDER/SURETY** name, title, address and telephone number and the name, title, address and telephone number for authorized representative.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of Los Angeles )

On July 2nd, 2024 before me, Angel Nunez, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Pietro Micciche  
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 \_\_\_\_\_  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ 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: \_\_\_\_\_

**THE GRAY INSURANCE COMPANY  
THE GRAY CASUALTY & SURETY COMPANY**

**GENERAL POWER OF ATTORNEY**

Bond Number: *BB* Principal: *LCR Earthworks & Engineering, Corp.*  
Project: *FY 24/25 Pavement Rehabilitation Project*

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Patricia Zenizo, Elisabete Salazar, Angel Nunez, and Pietro Micciche of Los Angeles, California jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26<sup>th</sup> day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4<sup>th</sup> day of November, 2022.



By:

*Michael T. Gray*

Michael T. Gray  
President  
The Gray Insurance Company

*Cullen S. Piske*

Cullen S. Piske  
President  
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4<sup>th</sup> day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican  
Notary Public  
Notary ID No. 92653  
Orleans Parish, Louisiana

*Leigh Anne Henican*

Leigh Anne Henican  
Notary Public, Parish of Orleans State of Louisiana  
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this *2nd* day of *July*, *2024*.

*Mark Manguno*

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this *2nd* day of *July*, *2024*.

*Leigh Anne Henican*





# 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 Riverside

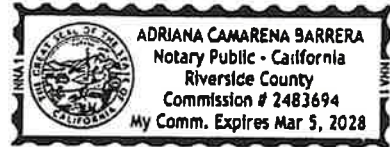
On 07/02/2024 before me, Adriana Camarena Barrera Notary Public  
(insert name and title of the officer)

personally appeared Jorge L. Menendez  
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 ACB (Seal)



**CONTRACTOR'S LICENSE DECLARATION**  
(Business and Professions Code Section 7028.15)

1. **BIDDER'S** Contractor's License Number is:

1048288 Class No.: A, C-12 & C-21

2. The expiration date of **BIDDER'S** Contractor License is:

December 31, 2024.

3. **BIDDER** acknowledges that Section 7028.15(e) of the Business and Professions Code provides as follows:

"A licensed contractor shall not submit a bid to a public agency unless his or her contractor's license number appears clearly on the bid, the license expiration date is stated, and the bid contains a statement that representations herein are made under penalty of perjury. Any bid not containing this information, or a bid containing information which is subsequently proven false, shall be considered non-responsive and shall be rejected by the public agency."

The undersigned declares, under penalty of perjury, that the representations made by the undersigned in this bid proposal are true and correct.

Executed on July 2, 2024, at

Jurupa Valley, California (insert City and State where Declaration signed).

  
\_\_\_\_\_  
Signature

Jorge L Mendoza  
\_\_\_\_\_  
Typed Name

**Typed Name**

Vice President  
\_\_\_\_\_  
Title

**Title**

LCR Earthwork & Engineering, Corp.  
\_\_\_\_\_  
Company Name

**Company Name**

**NON-COLLUSION AFFIDAVIT**  
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California    )  
                                  ) ss.  
County of                )

Jorge L Mendoza, being first duly sworn, deposes and say that he or she is  
Vice President of LCR Earthwork & Engineering, Corp.

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

  
\_\_\_\_\_  
Signature

Jorge L Mendoza  
\_\_\_\_\_  
Typed Name

Vice President  
\_\_\_\_\_  
Title

LCR Earthwork & Engineering, Corp.  
\_\_\_\_\_  
Name of Bidder/Company Name

7/2/24  
\_\_\_\_\_  
Date

# 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 Riverside

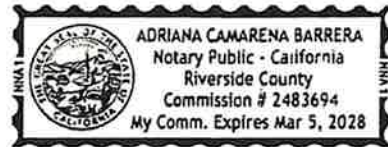
On 07/04/2024 before me, Adriana Camarena Barrera Notary Public  
(insert name and title of the officer)

personally appeared Jose L. Mendez  
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 ACK (Seal)



**WORKER'S COMPENSATION CERTIFICATION**

**Section 1861 OF THE LABOR CODE  
(Workers' Compensation)**

Pursuant to Section 1861 of the Labor Code, the **BIDDER**, in submitting his/her **PROPOSAL**, shall sign the following certification:

"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."

Signature of Bidder:



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Title:

Vice President

Business Name:

LCR Earthwork & Engineering, Corp.

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Business Address:

4791 Mt Rainier St

Jurupa Valley CA 92509

Telephone Number:

( 951 ) 934-3231

Dated this 2 day of July, 2024.


**DESIGNATION OF SUBCONTRACTORS**  
**FY 24/25 PAVEMENT REHABILITATION PROJECT**  
**PROJECT NO.: PW 24-08**

Company Name: LCR Earthwork & Engineering, Corp.

As detailed in Section 2-3.1 (Page II-B-3) of the City Standard Specifications, Bidder certifies that it has listed below all subcontractors who will perform work in excess of one-half of one percent (0.5%) of the total bid price or certifies that the bidder is fully qualified to perform and will perform that portion of the work itself.

Name of Subcontractor	Address	Subcontractor's Contractor License No., & DIR Registration No.	Description of Portion of Work Subcontracted	Estimated \$ Amount
All American	(Number and Street) P.O. Box 2229	(CSLB #) 267073	Slurry Seal	\$160,000.00
	(City, Zip Code) Corona CA 92878	(DIR #) 1000001051		
Superior Pavement Markings	5312 Cypress St	776306	Striping	\$116,000.00
	Cypress CA 90630	1000001476		

(Make copies of this page if additional space is needed)

  
 \_\_\_\_\_  
 Signature of Bidder

7/2/24  
 \_\_\_\_\_  
 Date

**REFERENCES**

Company Name: LCR Earthwork & Engineering, Corp.

The following are the names, addresses, and telephone numbers for public agencies for which **BIDDER** has performed similar work as the prime Contractor or major Subcontractor within the past five (5) years:

1. Project Title: 2021-2022 Annual Pavement Rehabilitation FY22

Location: Various street locations in the city of Industry

City of Industry 255 N Hacienda Blvd Suite 222 City of Industry CA 91744

Name and address of owner

Chris Lum 562-896-2260

Name and current telephone number of person familiar with project

Type of Work: Resurfacing of various city streets, cold milling, AC pavement overlay repair broken curbs, gutters, driveways and sidewalks upgrading ramps to ADA standards and pavement marking and striping

Contract amount: \$ 1,284,015.00 Date completed: 11/2/23

Amount of work done by my/our firm under Contract \$ 1,284,015.00

Did your firm have any financial interest in Project? \_\_\_\_\_

2. Project Title: Reconstruct City Owned Parking lot

Location: 9818 Artesia Blvd Bellflower CA 90706

City of Bellflower 16600 Civic Center Dr Bellflower CA 90706

Name and address of owner

Jerry Stock 562-804-1424

Name and current telephone number of person familiar with project

Type of Work: Remove and Replace Parking Lot

Contract amount: \$ 478,350.00 Date completed: 9/6/23

Amount of work done by my/our firm under Contract \$ 478,350.00

Did your firm have any financial interest in Project? N/A

3. Project Title: Annual Concrete Replacement

Location: Various locations

City of Orange 300 E. Chapman Ave Orange CA 92866

Name and address of owner

Salvador Munoz 714-744-5547

Name and current telephone number of person familiar with project

Type of Work: PCC sidewalks, curbs and gutter removal and replacements.  
Driveway apron, cross gutter and spandrel.

Contract amount: \$ 1,322,400.00 Date completed: 6/27/24

Amount of work done by my/our firm under Contract \$ 1,322,400.00

Did your firm have any financial interest in Project? N/A

4. Project Title: Roadway Repair 2024-01

Location: Various locations

The Town of Apple Valley 14955 Dale Evans Prkwy Apple Valley CA 92307

Name and address of owner

Rich Berger 760-240-7000

Name and current telephone number of person familiar with project:

Type of Work: Sawcut and remove damaged asphalt and replace

Contract amount: \$ 521,750.00 Date completed: 6/20/24

Amount of work done by my/our firm under Contract \$ 521,750.00

Did your firm have any financial interest in Project? N/A



5. Project Title: Jefferson ES Grading Asphalt Removal & Replacement  
Location: 2508 E 133rd St Compton CA 90222  
Compton Unified School District 417 W Alondra Blvd Compton CA 90221  
Name and address of owner  
Steve Pedroza 909-743-9070  
Name and current telephone number of person familiar with project:  
Type of Work: Earthwork, fine grading & remove and replace asphalt.  
Contract amount: \$ 199,430.00 Date completed: 8/12/22  
Amount of work done by my/our firm under Contract \$ 199,430.00  
Did your firm have any financial interest in Project? N/A

*Bidder may attach additional reference pages if necessary.*

The following are the names, addresses, and telephone numbers for all brokers and sureties from whom **BIDDER** intends to procure insurance bonds:

Preferred Bonding & Insurance Services  
3455 Ocean View Blvd Suite 200 Glendale CA 91208  
213-336-3714

**BIDDER'S STATEMENT OF  
PAST CONTRACT DISQUALIFICATIONS**

FY 24/25 PAVEMENT REHABILITATION PROJECT  
PROJECT NO.: PW 24-08

Company Name: LCR Earthwork & Engineering, Corp.

Please state all instances of being disqualified, removed, or otherwise prevented from bidding on, or completing, a federal, state, or local government project due to a violation of a law or safety regulation.

1. Have you ever been disqualified from any government contract?

Yes  No

2. If yes, explain the circumstances:

N/A

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3. Are you registered in accordance with Labor Code § 1725.5 [Note: failure to register requires the City to reject your bid as nonresponsive]?

Yes  No

  
Bidder's Signature

Jorge L Mendoza  
Name (Please Print)

**INSURANCE REQUIREMENTS**  
[MUST BE SUBMITTED WITH PROJECT PROPOSAL]  
FY 24/25 PAVEMENT REHABILITATION PROJECT  
PROJECT NO.: PW 24-08

Company Name: LCR Earthwork & Engineering, Corp.

To be awarded this contract, the successful bidder must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits</u>
Commercial general liability:	\$2,000,000
Business automobile liability:	\$1,000,000
Workers compensation:	Statutory requirement

Commercial general liability insurance must meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name the City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by the City will be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance must be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

Insurer will agree in writing to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by Contractor for the City.

Automobile coverage must be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

The Consultant must furnish to the City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by the City from time to time. Insurance must be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. The Consultant will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

The City requires California Worker's Compensation Coverage with the associated Waiver. Out-of-state coverage will not be accepted in lieu of the California coverage, because the work is being performed in the State of California.

By signing this form, the bidder certifies that it has read, understands, and will comply with these insurance requirements if it is selected as the City's consultant. Failure to provide this insurance will render the bidder's proposal "nonresponsive."

7/2/24  
Date

  
Bidder's Signature

**END PROPOSAL SECTION**