

ALL AMERICAN ASPHALT ALL AMERICAN CANCEREGATES

Crast-7R-A00 St 951-739-4671

2625 1144 010 1CHASE 125 50 AC12
DIR #1000001051

CONSTRUCTION CONTRACT AWARDS

January 9th, 2025

Department of Transportation Division of Engineering Services Office Engineer 1727 30th Street P.O. Box 168041, MS-43 Sacramento, CA 95816-8041

Phone: (916) 227-6299 Fax: (916) 227-6282

Attn: April Perez-Hollins, Office Chief, Construction Contracts Award

RE: 08-1J4504; Correction of Clerical Error

Dear Mrs. Perez-Hollins,

This letter is to notify the California Department of Transportation that All American Asphalt (AAA) committed a clerical error in AAA's bid yesterday for Contract # 08-1J4504. Per Public Contract Code 4107, please accept this letter as correction to AAA's bid regarding the following error on the electronic subcontractor list form:

AAA originally listed Pavement Recycling System, Inc. (PRS) for bid item #95
because PRS indicated this number on their original proposal. However, the correct
bid item for PRS is #97. They subsequently submitted a revised quote with the
correct item number after the bid closing. The scope of work and price remained
unchanged in this revised quote.

Note that this correction is immaterial to AAA's bid and doesn't affect AAA's listed subcontractors nor does this correction provide AAA with any advantage of any bidder. We submit this letter within 24 hours of Contract# 08-1J4504 bid date and time and request that CalTrans accepts the above noted corrections.

If you have any questions or require any additional information, please feel free to contact me directly at (858) 776-8840.

Sincerely,

Edward Ryu

Project Manager / Estimator

PRS Original Quote

Pavement Recycling Systems, Inc.



CA License # 569352 OR License # 185556 DIR # 1000003363 UT License # 6982390-5501 ID License # 015231-AA-2 NV License # 0036228 AZ License # 183900 WA License # 602-840-640

10240 San Sevaine Way, Jurupa Valley, CA 91752 Phone: (951) 682-1091 Fax: (951) 682-1094

From: Jeff Richardson Email: jrichardson@pavementrecycling.

To: Estimating

All American Asphalt 400 E. 6th Street Corona, CA 92879

subbid@allamericanasphalt.com

Quote No: Phone: (9

25-00177 (951) 736-7600 (951) 739-4671

Fax: (951) 739-4671 Bid Date: 1/8/2025

CT 08-1J4504 Rte 243 Mountain Center

| Item # | Item Description | Estimated Quantity | Unit | Unit Price | Total Price |
|--------|-----------------------------|--------------------|------|------------|-------------|
| 0095 | Rumble Strip [AC] [Partial] | 35.00 | ST | \$245.00 | \$8,575.00 |

Terms and Conditions

DISPATCH NOTE: Should you elect to utilize PRS services, I would like to extend our thanks. For the most efficient service in scheduling/dispatch
and job set up the direct number for Marcy is (951) 903-8043, mnorris@pavementrecycling.com or Alyssa at (951) 903-9339,
agraves@pavementrecycling.com.

RUMBLE STRIP NOTES

- 1. Price is good through June 30, 2027.
- Includes: Mill 6" or 12" AC rumble strip per [RSP A40] and leave the milled material in place, with [1] moves on and off the project, per a mutually agreed upon schedule.
- 3. Production estimated at [1] shifts.
- 4. Excludes: Sweeping, haul & disposal, fog seal, traffic control (labor, equipment, all signage including posting no parks, etc.), water delivered to our machine, layout for rumble strip placement, areas inaccessible to our machine (e.g.: areas with height restrictions, etc.), detail, secondary loading, and location, marking and potholing of utilities, survey/project layout/maintenance of the project.

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GENERAL CONTRACT TERMS & CONDITIONS

- GC.01 ACCEPTANCE of this bid/proposal/quotation (Bid) from PAVEMENT RECYCLING SYSTEMS, INC. (PRS) requires that the PRICING, SPECIAL CONDITIONS and the GENERAL CONDITIONS of this Bid be included in any subcontract or purchase order agreement (Contract) and the Bid terms and conditions take precedence over any conflicting terms.
- GC.02 PRS will not surrender any portion of extra work or force account mark-ups except those reserved by the owner for the General Contractor.
- GC.03 California prompt pay statutes shall be enforced.
- GC.04 Unless otherwise defined in the SPECIAL CONDITIONS of this bid PRS excludes from the services quoted herein: MAINTENANCE AND PROTECTION OF THE MILLED SURFACE, TRAFFIC CONTROL, SURVEYING, LAYOUT, SAWCUTTING AND TEMPORARY TAPERS.
- GC.05 Upon completion of each segment of the designated work by PRS the work shall be deemed accepted and approved and the Customer shall assume maintenance and protection of the work.
- GC.06 All utilities, obstructions, and foreign objects in the work zone must be marked and located by the Customer prior to PRS's work. PRS excludes any damage to unmarked or improperly located obstructions in the zone of work. PRS excludes notification to any underground alert service, marking or location of underground utilities. By accepting the Bid, the Customer accepts sole responsibility for, and all subsequent liabilities coincident with the following requirements of the regional notification center law pursuant to Article 2 (commencing with Section 4216) of Chapter 3.1 of Division 5 of Title 1 of the California Government Code.
- GC.07 Any indemnity and defense obligation required from PRS shall be proportional and limited to the extent PRS's acts, omissions, fault or negligence contribute to any alleged or actual claims or damages.
- GC.08 Insurance included in this Bid: Commercial Liability \$2MM per occurrence / \$4MM aggregate; \$4MM Products and Completed Operations Aggregate; \$2MM Personal and Advertising Injury; \$2MM Commercial Auto; Worker's Compensation coverage per statute. All WRAP projects are NOT included in our insurance program and it is your responsibility to give us PRIOR to doing the work the enrollment and manual for any WRAP program that applies to the project.
- GC.09 Work performed under the terms of "Rental Agreements" are due 100% in-full on a Net 30 Day basis and are not subject to Retention or other withholds, unless otherwise agreed upon in writing.
- GC.10 "Rental Agreements" are not subject to warranty, guarantees, backcharge, performance, claims, indemnification of Customer shall accept all liability for any claims arising from work being performed as directed. PRSI shall not be obligated to indemnify or defend Contractor with respect to the sole or active negligence, or willful misconduct, of Contractor, Owner, its agents, servants, or other indemnified parties. Subcontractor's indemnity and defense obligation shall be proportional to the extent Subcontractor's acts, omission, fault, or negligence contribute to any claims or damages.

PRS DOORs Certificate No. 1633; Expires 2/28/2025

Payment Terms

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Proposal pricing is based upon completion of the estimated quantities. Quantity decreases subject the item to unit price adjustment. Additional quantities to be measured and billed at the stipulated price.

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T&M / Extra Work rates subject to current PRS Published "Rental Rates" or if mutually agreed upon the current Labor Surcharge and Equipment Rental Rates (Caltrans).

Notice "Under the Mechanics Lien Law (California Code of Civil Procedure, Section 1181 et seq.), any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property. This

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Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com.FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery,misdelivery,or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim.Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental,consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss.Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

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