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CONTRACT NO. 02-3E6304

B/C

NAME OF BIDDER Penhall Company
BUSINESS P.O. BOX 310
CITY, STATE, ZIP Rogers, MN 55374
BUSINESS STREET ADDRESS 14045 Northdale Blvd.
(Include even if P.O. Box used)
CITY, STATE, ZIP Rogers, MN 55374
TELEPHONE NO: AREA CODE (763) 428-2244
FAX NO: AREA CODE (763) 428-2245
CONTRACTOR LICENSE NO. 568673

1. Bidder agrees, if this bid is accepted, to enter into a contract with the Department, in the form included in the Standard Specifications, to perform the work provided in the Contract under the terms of the Contract for the price or prices bid.

For a lump sum or unit price based bid, Bidder additionally agrees to perform the work within the number of working days shown on the *Notice to Bidders*.

For a cost plus time based bid on a contract without a plant establishment period, Bidder additionally agrees to perform the work within the number of working days bid.

For a cost plus time based bid on a contract with a plant establishment period, Bidder additionally agrees to perform the non-plant establishment work within the number of working days bid for non-plant establishment work.
2. For a lump sum based bid, Bidder submits this bid with a total price in the total bid space provided on the Bid Item List. For a unit price or cost plus time based bid, Bidder submits this bid with a unit price and the item total (the product of the unit price and the quantity) for each item and a total price (the sum of the item totals) in the spaces provided on the attached Bid Item List. For a unit price with additive item based bid, Bidder submits this bid with a unit price and an item total for each item and a total base bid (the sum of the item totals) and the additive items in the spaces provided on the attached Bid Item List. Additionally, for a cost plus time based bid, Bidder submits this bid with working days bid for non-plant establishment work, total bid for time, and total bid for bid comparison in the spaces provided on the Bid Item List. Bidder agrees:
 - 2.1. If a discrepancy between the unit price and the item total exists, the unit price prevails except:
 - 2.1.1. If the unit price is illegible, omitted, or the same as the item total, item total prevails and the unit price is the quotient of the item total and the quantity.
 - 2.1.2. If a decimal error is apparent in the product of the unit price and the quantity, the Department will use either the unit price or item total based on the closest by percentage to the unit price or item total in the Department's Final Estimate.
 - 2.2. If the unit price and the item total are illegible or are omitted, the bid may be determined nonresponsive. If a lump sum total price is illegible or is omitted, the bid may be determined nonresponsive.
 - 2.3. Bids on lump sum items are item totals. If a unit price for a lump sum item is entered and it differs from the item total, the item total prevails.
 - 2.4. Entries are to be expressed in dollars or decimal fractions of a dollar. Symbols such as commas and dollar signs are ignored and have no significance in establishing unit price or item total.
 - 2.5. Unit prices and item totals are interpreted by the number of digits and decimal placement. Do not round item totals or the total bid.

- 2.6. For a lump sum based bid, the item total is the bid amount the Department uses for bid comparison.
For a unit price based bid, the sum of the item totals is the bid amount the Department uses for bid comparison.
For a cost plus time based bid, the sum of the item totals and the total bid for time is the bid amount the Department uses for bid comparison.
- 2.7. The Department's decision on the bid amount is final.

3. Bidder has and acknowledges the following addenda:

4. Bidder submits this bid with one of the following forms of bidder's security equal to at least 10 percent of the bid:

Cash \$ _____, Cashiers Check, Certified Check, Bidder's Bond

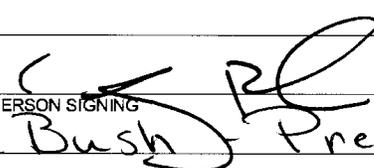
5. Bidder's signature is an affirmation of the included certifications. Bidder is cautioned that making a false certification may result in one or more of the following:

- 5.1. Criminal prosecution
- 5.2. Rejection of the bid
- 5.3. Rescission of the award
- 5.4. Termination of the Contract

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING


C. George Bush President & CEO

3/13/13

BID ITEM LIST

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
1	070030	LEAD COMPLIANCE PLAN	LS	LUMP SUM	LUMP SUM	2400. ⁰⁰
2	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM	LUMP SUM	25,000. ⁰⁰
3	120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM	LUMP SUM	39,344. ⁰⁰
4	128652	PORTABLE CHANGEABLE MESSAGE SIGN (LS)	LS	LUMP SUM	LUMP SUM	8,900. ⁰⁰
5	130100	JOB SITE MANAGEMENT	LS	LUMP SUM	LUMP SUM	5,900. ⁰⁰
6	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	LUMP SUM	LUMP SUM	920. ⁰⁰
7	130510	TEMPORARY MULCH	SQYD	120	36. ⁵⁰	4,380. ⁰⁰
8	130640	TEMPORARY FIBER ROLL	LF	240	5. ³⁰	1,272. ⁰⁰
9	130900	TEMPORARY CONCRETE WASHOUT	LS	LUMP SUM	LUMP SUM	1,130. ⁰⁰
10	141120	TREATED WOOD WASTE	LB	14,500	.29	4,205. ⁰⁰
11	150310	RAPID SETTING CONCRETE (PATCH)	CF	610	40. ⁰⁰	24,400. ⁰⁰
12	150662	REMOVE METAL BEAM GUARD RAILING	LF	380	4. ⁹²	1,869. ⁶⁰
13	150714	REMOVE THERMOPLASTIC TRAFFIC STRIPE	LF	3,020	2. ⁴⁶	7,429. ²⁰
14	150771	REMOVE ASPHALT CONCRETE DIKE	LF	400	9. ⁵⁰	3,800. ⁰⁰
15	150857	REMOVE ASPHALT CONCRETE SURFACING	SQFT	40,353	1. ²⁵	50,441. ²⁵
16	044189	RECONSTRUCT METAL RAILING	LF	82	110. ⁰⁰	9,020. ⁰⁰
17	025267	RECONSTRUCT METAL BEAM GUARD RAILING (STEEL POST)	LF	650	37. ⁰⁰	24,050. ⁰⁰
18	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	3,440	12. ⁹⁰	44,376. ⁰⁰
19	153223	REMOVE UNSOUND CONCRETE	CF	610	40. ⁰⁰	24,400. ⁰⁰
20	153225	PREPARE CONCRETE BRIDGE DECK SURFACE	SQFT	62,384	.18	11,229. ¹²



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Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
21	153227	FURNISH POLYESTER CONCRETE OVERLAY	CF	1,546	120. ⁰⁰	185,520. ⁰⁰
22 (F)	153228	PLACE POLYESTER CONCRETE OVERLAY	SQFT	15,464	2.70	41,752.80
23 (F)	153233	TREAT BRIDGE DECK	SQFT	46,920	.40	18,768. ⁰⁰
24	153234	FURNISH BRIDGE DECK TREATMENT MATERIAL	GAL	523	60.50	31,641.50
25	157560	BRIDGE REMOVAL (PORTION)	LS	LUMP SUM	LUMP SUM	4,050. ⁰⁰
26	158002	MODIFY BRIDGE RAILING (EA)	EA	8	870. ⁰⁰	6,960. ⁰⁰
27	190185	SHOULDER BACKING	TON	64	130. ⁰⁰	8,320. ⁰⁰
28	390132	HOT MIX ASPHALT (TYPE A)	TON	960	200. ⁰⁰	192,000. ⁰⁰
29	390133	HOT MIX ASPHALT (TYPE B)	TON	466	200. ⁰⁰	93,200. ⁰⁰
30	394077	PLACE HOT MIX ASPHALT DIKE (TYPE F)	LF	400	11.50	4,600. ⁰⁰
31	397005	TACK COAT	TON	1.8	1,800. ⁰⁰ 2.10 68	3,246. ⁰⁰ 3,78 68
32	044190	GALVANIC ANODE	EA	1,218	29.50	35,931. ⁰⁰
33 (F)	540100	DECK SEAL	SQFT	25,184	1.55	39,035.20
34	839541	TRANSITION RAILING (TYPE WB)	EA	6	3,700. ⁰⁰	22,200. ⁰⁰
35	839585	ALTERNATIVE FLARED TERMINAL SYSTEM	EA	14	2550. ⁰⁰	35,700. ⁰⁰
36	044191	CONCRETE BARRIER (TRANSITION ANCHOR BLOCK)	LF	70	580. ⁰⁰	40,600. ⁰⁰
37	840560	THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	LF	13,500	1.30	17,550. ⁰⁰
38	999990	MOBILIZATION	LS	LUMP SUM	LUMP SUM	119,000. ⁰⁰

TOTAL BID:

\$ 1,194,534.67

The bidder must identify each subcontractor performing work in an amount in excess of 1/2 of 1 percent of the total bid or \$10,000, whichever is greater (Pub Cont Code § 4100 et seq.). Complete columns 1 and 4 and submit with the bid. Complete columns 2 and 3 and submit with the bid or fax to (916) 227-6282 within 24 hours after the bid opening. Failure to provide complete information in columns 1 through 4 within the time specified will result in a nonresponsive bid.

Column 1: Business Name and Location	Column 2: Bid Item Nos.	Column 3: Percentage of Bid Item Subcontracted	Column 4: Description of Subcontracted Work
(PRS) Pavement Recycling Systems 10240 San Sebaine Jurupa valley, CA 91752	(15) 150857	34%	Remove Asphalt Concrete surfacing.
	(18) 153103	31%	Cold Plane Asphalt Concrete pavement
Hat Creek Construction & materials 24339 Hwy 89 N Burney, CA. 96031	(28) 390132	100%	Hot mix Asphalt (type A)
	(29) 390133	100%	Hot mix Asphalt (type B)
	(31) 397005	100%	Tack Coat
Apply-A-Line Bracut Industrial Park, 4061 N Hwy 101, unit 1 Eureka, CA. 95503	(1)	100%	Lead Compliance Plan
	(13) 150714	100%	Remove Thermoplastic stripe
	(37) 840560	100%	Thermoplastic Traffic stripe (Sprayable)

Bidder Name: Penhall Company

The bidder must identify each subcontractor performing work in an amount in excess of 1/2 of 1 percent of the bid amount, whichever is greater (Pub Cont Code § 4100 et seq.). Complete columns 1 and 4 and submit with the bid. Complete columns 2 and 3 and submit with the bid or fax to (916) 227-6282 within 24 hours after the bid opening. Failure to provide complete information in columns 1 through 4 within the time specified will result in a nonresponsive bid.

Column 1: Business Name and Location	Column 2: Bid Item Nos.	Column 3: Percentage of Bid Item Subcontracted	Column 4: Description of Subcontracted Work	
Apex Fence Co. 19896 Alexander Ave Anderson, CA 96007	10	141120	100%	Treated wood waste
	12	150662	100%	Remove metal beam Guard Railing
	16		100%	Reconstruct metal Railing
	17		100%	Reconstruct metal beam Guard Railing (steel post)
	26		100%	modify Bridge Railing
	34		100%	Transition Railing (type WB)
	35		100%	Alternative Flared Terminal System
AC DIKE CO. 2788 Venture Dr Lincoln, CA 95648	30		100%	Place hot mix Asphalt dike (type F)

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.

REQUEST FOR SMALL BUSINESS PREFERENCE OR NON-SMALL BUSINESS PREFERENCE

DES-OE-0102.7 (REV 02/2010)

CONTRACT NO. _____ - _____

Complete one of the following:

• **Small Business Preference**

The undersigned requests small business preference and certifies, under penalty of perjury, that the firm meets the requirements of 2 CA Code of Regs § 1896 et seq. and is certified as a small business at the time and day of bid opening or has submitted a complete application to the Department of General Services (DGS) and is subsequently certified. The complete application and any required substantiating documentation must be received by DGS by 5:00 p.m. on bid opening date.

Small Business Certification (Reference) Number: _____

Date: _____

Signature: _____

• **Non-Small Business Preference**

The undersigned requests non-small business preference and notifies the Department on the Certified Small Business Listing for the Non-Small Business Preference form that it commits to subcontract at least 25 percent of its bid amount with one or more firms that meets the requirements of 2 CA Code of Regs § 1896 et seq. and the firms are certified as small businesses at the time and day of bid opening or have submitted a complete application and are subsequently certified by the Department of General Services (DGS). The complete application and any required substantiating documentation must be received by DGS by 5:00 p.m. on bid opening date. List these firms on the Certified Small Business Listing for the Non-Small Business Preference form.

Date: 3/13/13

Signature: 
C. George Bush, President + CEO

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CALIFORNIA COMPANY PREFERENCE

DES-OE-0102.9 (REV 11/2008)

This form must be completed and signed by all bidders. Failure of a non-California company to fill out and sign this form may be cause for rejection of its bid. Eligibility for a reciprocal preference for a California company is waived if the California company fails to complete and sign this form under penalty of perjury.

The undersigned certifies that it is a "California company" as defined in Pub Cont Code § 6107 and meets one of the following (check appropriate box and enter requested information):

I am a California company which has its principal place of business in California.

or

I am a California company which has its principal place of business in a state in which there is no local contractor preference on construction contracts.

Name of State: _____

or

I am a California company which has its principal place of business in a state in which there is a local contractor preference and my company has paid not less than \$5,000 in sales or use taxes to California for construction related activity for each of the 5 years immediately preceding the submission of the bid.

Name of State: _____

California Sales or Use Tax No.: _____

or

The undersigned certifies that it is not a "California company." (Check box and enter requested information.)

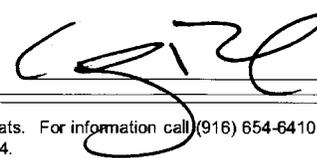
I am not a California company. My principal place of business is in _____
(Enter state or country)

Describe any and all bid preferences provided to your company by the state or country in which your company has its principal place of business. (Attach additional sheets if necessary.)

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 3/13/13

Signature of Bidder:

 **C. GEORGE BUSH**
President / CEO

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We Penhall Company, 14045 Northdale Boulevard, Suite 2, Rogers, MN 55374

Arch Insurance Company

as Principal, and

as Surety are bound unto the State of California, Department of Transportation, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee, for Construction on State Highway in Lassen, Plumas and Tehama
(Copy here the exact description of work, including location, as it appears on the proposal)
Counties at Various Locations in District 02 on Route 32, 36, 139, 299, Contract No. 02-3E6304
for which bids are to be opened at Sacramento, CA

(insert place where bids will be opened)

on March 19, 2013

(insert date of bid opening)

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance (if specified in the contract) of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event a suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: March 14, 2013.

Correspondence or claims relating to this bond should be sent to the surety at the following address: Arch Insurance Company, Three Parkway, Suite 1500, Philadelphia, PA 19102

Penhall Company

C. GEORGE BUSH Principal

Arch Insurance Company Surety

By Susan Lupski
Susan Lupski Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On this 3/15/2013

Date

before me, Carly D. Small, Notary Public

personally appeared C. George Bush

Here Insert Name and Title of the Officer

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.



(SEAL)

WITNESS my hand and official seal.

Signature

[Signature]
Signature of Notary Public

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Camille Maitland, Colette R. Chisholm, George O. Brewster, Gerard S. Macholz, Kristy Caporale, Lee Ferrucci, Rita Sagistano, Robert T. Pearson, Susan Lupski and Thomas Bean of Garden City, NY (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

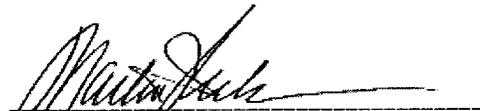
This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

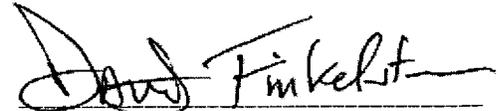
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 14th day of December, 2012.

Attested and Certified

Arch Insurance Company


Martin J. Nilsen, Secretary

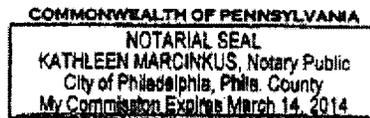



David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Kathleen Marcinkus, a Notary Public, do hereby certify that Martin J. Nilsen and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

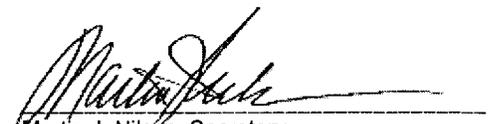



Kathleen Marcinkus, Notary Public
My commission expires 03/14/2014

CERTIFICATION

I, Martin J. Nilsen, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated December 14, 2012 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 14th day of March, 2013.


Martin J. Nilsen, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

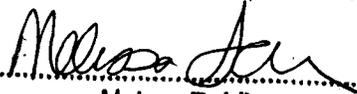
Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF New York }
COUNTY OF Nassau } ss

On this March 14, 2013, before me personally came Susan Lupski to me known, who, being by me duly sworn, did depose and say; that he/she resides in Nassau County, State of New York, that he/she is the Attorney-in-Fact of the Arch Insurance Company the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to Arch Insurance Company (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such certificate has not been revoked.


.....
Notary Public

NY acknowledgement

MELISSA SARACINO
Notary Public, State of New York
No. 01SA6155895
Qualified in Nassau County
Commission Expires November 20, 2014

OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

DES-OE-0102.12A (REV. 8/2012)

To opt out of payment adjustments for price index fluctuations as specified, complete this form.

Bidder's Name: Penhall Company

Contract No. 02-3E6304

I opt out of the payment adjustments for price index fluctuations.

Date: 3/13/13

Signature: 

C. GEORGE BUSH
President / CEO

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CERTIFICATIONS

UNDOCUMENTED ALIENS EMPLOYMENT

Under Pub Cont Code § 6101, the Bidder certifies compliance with state and federal law respecting the employment of undocumented aliens.

NONCOLLUSION

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
Under PCC 7106 and 23 USC 112, the bidder declares as follows:

State of California County of Orange

C. George Bush, being first duly sworn, deposes and says that he or she is

President + CEO of Penhall Company 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.

CHILD SUPPORT COMPLIANCE ACT

Under Pub Cont Code § 7110, the contractor acknowledges that:

1. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
2. The contractor to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

NATIONAL LABOR RELATIONS BOARD

Under Pub Cont Code § 10232, the contractor, swears under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the contractor within the immediately preceding two year period because of the contractor's failure to comply with an order of a federal court which orders the contractor to comply with an order of the National Labor Relations Board.

VIOLATION OF LAW OR A SAFETY REGULATION

Under Pub Cont Code § 10162, the Bidder must complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes

No

If the answer is yes, explain the circumstances in the following space.

ANTITRUST LAW

Under Pub Con Code § 10285.1, the Bidder declares under penalty of perjury under the laws of the State of California that the Bidder has has not been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Pub Cont Code § 1101, with any public entity, as defined in Pub Cont Code § 1100, including the Regents of the University of California or the Trustees of the California State University. The term "Bidder" includes any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

If the Bidder has been convicted of an offense within the past 3 years, provide the conviction details including the date and ultimate resolution of each conviction in the space below.

PERMITS, LICENSES, AGREEMENTS, CERTIFICATIONS, AND RAILROAD RELATIONS AND INSURANCE REQUIREMENTS

Bidder acknowledges that permits, licenses, agreements, certifications, and the requirements in the document titled "Railroad Relations and Insurance Requirements" are components of the Contract under section 5-1.02 of the *Standard Specifications*.

BIDDER RESPONSIBILITY QUESTIONNAIRE

Failure to truthfully answer the following questions will result in a finding that the bid is nonresponsive. The Bidder must complete, under penalty of perjury, the following questionnaire:

1. Within the past 10 years, has the Bidder been found to be a nonresponsive bidder by any public entity, including federal, State, local, or regional entities?
 Yes No
2. Within the past 10 years, have any of the Bidder's officers or employees with a proprietary interest in the Bidder been determined to be a nonresponsive bidder by a public entity, including federal, State, local or regional entities?
 Yes No
3. Is there any officer or employee of the Bidder who now has or has had any proprietary interest in another company that bid or bids on public works projects whose company has been determined to be a nonresponsive bidder by any public entity, including federal, State, local, or regional entities?
 Yes No
4. If the answer to any of the 3 preceding questions is yes, disclose all pertinent details of the determination of nonresponsibility, including:
 - 4.1. Date of each nonresponsibility determination
 - 4.2. Name of each public agency issuing the nonresponsibility determination and a contact person at that agency who would have information about the determination
 - 4.3. Contract number for each nonresponsibility determination

END CERTIFICATIONS