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04

Caltrans

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

BID

FOR CONSTRUCTION ON STATE HIGHWAY IN ALAMEDA COUNTY IN BERKELEY FROM SAN PABLO AVENUE TO 0.1 MILE EAST OF BAY STREET OVERCROSSING

In District 04 On Route 13

Under

Notice to Bidders and Special Provisions **dated April 14, 2014**	***Standard Specifications*** **dated 2010**
Project plans approved March 10, 2014	***Standard Plans*** **dated 2010**

Identified by

Contract No. 04-4G4004

04-Ala-13-13.2/13.7

Project ID 0412000449

TM

Bids open Tuesday, May 6, 2014

Dated April 14, 2014
AADD

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

BID TO THE DEPARTMENT OF TRANSPORTATION

DES-OE-0102.1 (REV. 3/2011)

CONTRACT NO. 04 - 4G4004

NAME OF BIDDER Bay Cities Paving & Grading

BUSINESS P.O. BOX 6227

CITY, STATE, ZIP Concord CA 94524

BUSINESS STREET ADDRESS 1450 Civic Ct

(Include even if P.O. Box used)

CITY, STATE, ZIP Concord CA 94520

TELEPHONE NO: **AREA CODE** (925) 687-6666

FAX NO: **AREA CODE** (925) 687-2122

CONTRACTOR LICENSE NO. 238650

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:

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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)*
	5/6/14

PRINTED NAME AND TITLE OF PERSON SIGNING
Benjamen L. Rodriguez Jr. - President

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.

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	1600 -
2	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM	LUMP SUM	16,300. -
3	120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM	LUMP SUM	75,000. -
4	120149	TEMPORARY PAVEMENT MARKING (PAINT)	SQFT	730	4.23	3087.90
5	120159	TEMPORARY TRAFFIC STRIPE (PAINT)	LF	9,560	1.32	12619.20
6	120165	CHANNELIZER (SURFACE MOUNTED)	EA	40	38 -	1520 -
7	128651	PORTABLE CHANGEABLE MESSAGE SIGN (EA)	EA	5	3170 -	15850 -
8	129000	TEMPORARY RAILING (TYPE K)	LF	1,200	20.50	24,600
9	027343	TEMPORARY ALTERNATIVE CRASH CUSHION	EA	4	1700 -	6800
10	130100	JOB SITE MANAGEMENT	LS	LUMP SUM	LUMP SUM	8,700 - BK
11	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	LUMP SUM	LUMP SUM	700 -
12	130620	TEMPORARY DRAINAGE INLET PROTECTION	EA	20	205	4100 -
13	130730	STREET SWEEPING	LS	LUMP SUM	LUMP SUM	6000 -
14	130900	TEMPORARY CONCRETE WASHOUT	LS	LUMP SUM	LUMP SUM	500 -
15	141103	REMOVE YELLOW THERMOPLASTIC TRAFFIC STRIPE (HAZARDOUS WASTE)	LF	1,000	2.11	2110 -
16	141120	TREATED WOOD WASTE	LB	21,000	0.36	7560 -
17	027344	REMOVE RAILROAD RAILING	LF	150	60 -	9000 -
18	150711	REMOVE PAINTED TRAFFIC STRIPE	LF	5;890	0.53	3121.70
19	150712	REMOVE PAINTED PAVEMENT MARKING	SQFT	470	3.17	1489.90
20	150714	REMOVE THERMOPLASTIC TRAFFIC STRIPE	LF	1,040	1.59	1653.60

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
21	150722	REMOVE PAVEMENT MARKER	EA	300	1.06	318-
22	150860	REMOVE BASE AND SURFACING	CY	180	79.50	14,310-
23	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	11,300	2.25	25,425
24	153121	REMOVE CONCRETE (CY)	CY	4	470-	1880-
25	160102	CLEARING AND GRUBBING (LS)	LS	LUMP SUM	LUMP SUM	3000-
26	260203	CLASS 2 AGGREGATE BASE (CY)	CY	140	118.60	16,604-
27	390095	REPLACE ASPHALT CONCRETE SURFACING	CY	660	206	135,960
28	390132	HOT MIX ASPHALT (TYPE A)	TON	1,150	106-	121,900
29	395001	LIQUID ASPHALT, SC-70 (PRIME COAT)	TON	1	2050	2050-
30	397005	TACK COAT	TON	6	1550-	9300
31 (F)	510502	MINOR CONCRETE (MINOR STRUCTURE)	CY	3.4	1,275.00	4,335.-
32	731502	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION)	CY	3.2	1,275.-	4,080.-
33 (F)	750001	MISCELLANEOUS IRON AND STEEL	LB	478	3.50	1,673.-
34	840504	4" THERMOPLASTIC TRAFFIC STRIPE	LF	2,990	1.59	4754.10
35	840506	8" THERMOPLASTIC TRAFFIC STRIPE	LF	780	3.17	2472.60
36	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	1,150	4.23	4864.50
37	840521	4" THERMOPLASTIC TRAFFIC STRIPE (BROKEN 6-1)	LF	380	0.79	300.20
38	840526	4" THERMOPLASTIC TRAFFIC STRIPE (BROKEN 17-7)	LF	4,460	0.79	3523.40
39	850111	PAVEMENT MARKER (RETROREFLECTIVE)	EA	280	5.28	1478.40
40	860090	MAINTAINING EXISTING TRAFFIC MANAGEMENT SYSTEM ELEMENTS DURING CONSTRUCTION	LS	LUMP SUM	LUMP SUM	2,100.-

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
41	027345	DETECTOR LOOP REPLACEMENT	LS	LUMP SUM	LUMP SUM	30,000.—

TOTAL BID: $ 592,640.50

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STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

SUBCONTRACTOR LIST

DES-OE-0102.2 (REV 3/2011)

Bidder Name: Bay Cities Paving & Grading

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
Statewide Traffic Safety Fairfield	2, 6	100%	Construction Area Signs, Channelizers
Central Striping - Rancho Cordova	1, 4, 5, 15 18-21, 34-39	100%	Striping, Markings, Marked Lead Compliance Plan
Delta Grinding - Antioch	23	55%	Cold Plane Asphalt Grinding
St. Francis Electric - San Leandro	40, 41	100%	Detector Loop Replacement Maintain Existing Traffic System Elements

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May. 7. 2014 9:35AM Bay Cities Paving-925-687-2122 No. 0293 P. 2
Received May 7 2014 09:41am

Bay Cities Paving & Grading, Inc.
1450 Civic Ct.
Concord, CA 94520
Phone (925) 687-6666 Fax (925) 687-2122

Bay Cities Paving & Grading, Inc.

Fax

To: Caltrans

From: Russ Olney

Fax: 916-227-6282

Date: May 7, 2014 10:00 AM

Phone:

Pages: 2

Re: Contract No. 04-4G4004

CC:

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

•Comments:

Please see the attached Subcontractor's List for Contract No. 04-4G4004 which is being submitted within 24 hours of bid opening.

May. 7. 2014 9:35AM Bay Cities Paving-925-687-2122 No. 0293 P. 1
Received May 7 2014 09:41am

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

SUBCONTRACTOR LIST

DES-OE-0102.2 (REV 3/2011)

Bidder Name: Bay Cities Paving & Grading

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Column 1: Business Name and Location	**Column 2:** Bid Item Nos.	**Column 3:** Percentage of Bid Item Subcontracted	**Column 4:** Description of Subcontracted Work
STATEWIDE TRAFFIC SAFETY - FAIRFIELD			Construction Area Signs, Channelizers
CENTRAL STRIPING - RANCHO CORDOVA			Striping, Markings, Marked Load Compliance Plan
Delta Grinding - Antioch			Cold Plane Asphalt Concrete
ST. FRANCIS ELECTRIC - SAN LEANDRO			DETECTOR LOOP REPLACEMENT, MAINTAIN EXISTING TRAFFIC SYSTEM ELEMENTS

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

REQUEST FOR SMALL BUSINESS PREFERENCE OR NON-SMALL BUSINESS PREFERENCE

DES-OE-0102.7 (REV 02/2010)

CONTRACT NO. 04 - 4G4004

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: 5/6/14 Signature: President

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

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: 5/6/14 Signature of Bidder: President

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

BIDDER'S BOND

DES-OE-0102.3 (REV 3/2008)

Contract No. 04-4G4004

Bond No. Bid Bond

We Bay Cities Paving & Grading, Inc.

1450 Civic Court, Bldg. B #400, Concord, CA 94520 as Principal, and

Liberty Mutual Insurance Company

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 in Alameda County in Berkeley from San Pablo
(Copy here the exact description of work, including location, as it appears on the proposal)

Ave. to 0.1 Mile East of Bay Street overcrossing

for which bids are to be opened at Sacramento
(Insert place where bids will be opened)

on May 6, 2014
(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: May 2, 2014.

Correspondence or claims relating to this bond should be sent to the surety at the following address: Liberty Mutual Insurance Company
2603 Camino Ramon, Ste. 200
San Ramon, CA 94583

Bay Cities Paving & Grading, Inc.

By [signature]
Benjamin L. Rodriguez Jr. Principal President

Liberty Mutual Insurance Company
Surety

By [signature]
Steven N. Passerine Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CA
County of Contra Costa

On this May 2, 2014 before me, K. Earle, Notary Public,
Date — Here Insert Name and Title of the Officer

personally appeared Steven N. Passerine
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) K. Earle Commission # [illegible] Notary Public - California Contra Costa County My Comm. Expires Jun 2, [illegible]

WITNESS my hand and official seal.

Signature K. Earle
Signature of Notary Public
K. Earle

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

Certificate No. 6057083

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Daniel L. Centoni; Doreen A. Green; Kathleen Earle; Michael J. Colzani; Steven N. Passerine; Tia Andreini

all of the city of San Mateo, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of March, 2013.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 27th day of March, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

By: KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of May, 20 14.

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

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: _____ Contract No. ____ - _____

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

Date: _____ Signature: _____

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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 Contra Costa

Benjamon L. Rodriguez Jr., being first duly sworn, deposes and says that he or she is President of Bay Cities Paving & Grading 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 nonresponsible 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 nonresponsible 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 nonresponsible 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