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S/C



**Caltrans**

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

# BID

FOR CONSTRUCTION ON STATE HIGHWAY IN MARIN COUNTY AT MARIN CITY AT  
ROSS DRIVE

In District 04 On Route 1

Under

---

*Notice to Bidders and Special Provisions* dated September 23, 2013

*Standard Specifications* dated 2010

Project plans approved June 10, 2017

*Standard Plans* dated 2010

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Identified by

Contract No. 04-4S7704

04-Mrn-1-1.0

Project ID 0400020144

## Electronic Advertising Contract

Bids open Wednesday, October 16, 2013



Dated September 23, 2013

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
**BID TO THE DEPARTMENT OF TRANSPORTATION**  
DES-OE-0102.1 (REV. 3/2011)

CONTRACT NO. 04-457704

NAME OF BIDDER CCFG Construction  
BUSINESS P.O. BOX \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
BUSINESS STREET ADDRESS 14535 Lake Vista Dr  
(Include even if P.O. Box used)  
CITY, STATE, ZIP Sonora CA 95370  
TELEPHONE NO: AREA CODE (209) 743-4911  
FAX NO: AREA CODE (209) 396-2681  
CONTRACTOR LICENSE NO. 959915

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:

N/A

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:

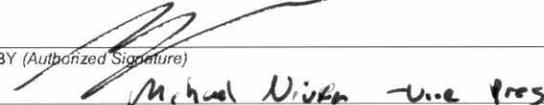
5.1. Criminal prosecution

5.2. Rejection of the bid

5.3. Rescission of the award

5.4. Termination of the Contract

BY (Authorized Signature)

  
Michael Nissen Vice Pres

PRINTED NAME AND TITLE OF PERSON SIGNING

DATE SIGNED (Do not type)

10-16-13

**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	6200.00
2	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM	LUMP SUM	1700.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM	LUMP SUM	55500.00
4	128652	PORTABLE CHANGEABLE MESSAGE SIGN (LS)	LS	LUMP SUM	LUMP SUM	10000.00
5	130100	JOB SITE MANAGEMENT	LS	LUMP SUM	LUMP SUM	57000.00
6	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	LUMP SUM	LUMP SUM	6500.00
7	130520	TEMPORARY HYDRAULIC MULCH	SQYD	150	12.50	1875.00
8	130570	TEMPORARY COVER	SQYD	20	25.00	500.00
9	130620	TEMPORARY DRAINAGE INLET PROTECTION	EA	15	100.00	1500.00
10	130640	TEMPORARY FIBER ROLL	LF	250	6.00	1500.00
11	130730	STREET SWEEPING	LS	LUMP SUM	LUMP SUM	9,000.00
12	130900	TEMPORARY CONCRETE WASHOUT	LS	LUMP SUM	LUMP SUM	5,000.00
13	141103	REMOVE YELLOW THERMOPLASTIC TRAFFIC STRIPE (HAZARDOUS WASTE)	LF	76	33.00	2508.00
14	141120	TREATED WOOD WASTE	LB	26	38.00	988.00
15	148005	NOISE MONITORING	LS	LUMP SUM	LUMP SUM	12,500.00
16	150714	REMOVE THERMOPLASTIC TRAFFIC STRIPE	LF	27	22.00	594.00
17	150715	REMOVE THERMOPLASTIC PAVEMENT MARKING	SQFT	205	12.00	2460.00
18	150722	REMOVE PAVEMENT MARKER	EA	5	5.00	25.00
19	150809	REMOVE CULVERT (LF)	LF	180	23.00	4140.00
20	150820	REMOVE INLET	EA	1	1200.00	1200.00

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
21	150821	REMOVE HEADWALL	EA	3	1,000.00	3,000.00
22	150836	REMOVE RETAINING WALL (LS)	LS	LUMP SUM	LUMP SUM	500.00
23	152255	RESET MAILBOX	EA	1	400.00	400.00
24	192053	STRUCTURE EXCAVATION (TYPE Z-2) (AERIALY DEPOSITED LEAD)	CY	150	325.00	48,750.00
25	210270	ROLLED EROSION CONTROL PRODUCT (NETTING)	SQFT	160	8.00	1,280.00
26	390132	HOT MIX ASPHALT (TYPE A)	TON	115	105.00	12,075.00
27	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	LF	240	21.00	5,040.00
28	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQYD	110	100.00	11,000.00
29	510090	STRUCTURAL CONCRETE, BOX CULVERT	CY	8	2,750.00	22,000.00
30	510501	MINOR CONCRETE	CY	30	630.00	18,900.00
31 (F)	510502	MINOR CONCRETE (MINOR STRUCTURE)	CY	27	920.00	24,840.00
32	510526	MINOR CONCRETE (BACKFILL)	CY	98	300.00	29,400.00
33	620060	12" ALTERNATIVE PIPE CULVERT	LF	17	100.00	1,700.00
34	620100	18" ALTERNATIVE PIPE CULVERT	LF	270	90.00	24,300.00
35	026582	8" PLASTIC PIPE	LF	4	225.00	900.00
36	665007	10" CORRUGATED STEEL PIPE	LF	5	270.00	1,350.00
37	667023	42" X 29" CORRUGATED STEEL PIPE ARCH (.079" THICK)	LF	10	485.00	4,850.00
38 (F)	750001	MISCELLANEOUS IRON AND STEEL	LB	5,282	<del>1.75</del> 1.75	9,243.50
39	840504	4" THERMOPLASTIC TRAFFIC STRIPE	LF	503	3.50	1,760.50
40	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	205	7.50	1,537.50

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
41	850111	PAVEMENT MARKER (RETROREFLECTIVE)	EA	6	10.00	60.00

**TOTAL BID:**

\$ 403,576.50

46

Bidder Name: CCFG Construction

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
Mountain Methods Inc Tuolumne, CA	24 34	30% 40%	Excavation of material culvert install
Tard S DUBE Susanville, CA	3 4	50% 70%	Traffic control pcms
Central Striping Rancho Cordova, CA	13,16,17, 18,39,40 41	100%	Striping & pavement markings

**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.

KG

**REQUEST FOR SMALL BUSINESS PREFERENCE OR NON-SMALL BUSINESS PREFERENCE**

DES-OE-0102.7 (REV 02/2010)

CONTRACT NO. 04 - 457704

**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: 1591601

Date: 10-16-13

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: \_\_\_\_\_

Signature: \_\_\_\_\_



Department of  
**General Services**

BUILDING GREEN · BUYING GREEN · WORKING GREEN

**CENTRAL COAST FINANCIAL GROUP INC - #1591601**

SUPPLIER PROFILE			
Legal Business Name	CENTRAL COAST FINANCIAL GROUP INC		
Doing Business As	CENTRAL COAST FINANCIAL GROUP INC		
Address	14535 LAKE VISTA DR SONORA, CA 95370	Phone	(209) 743-4911
		FAX	
Email	<a href="mailto:michaelniven10@gmail.com">michaelniven10@gmail.com</a>		
Business Types	Construction		
Service Areas	Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo, Yuba,		
Keywords	HEAVY CIVIL, EARTHWORK, CONCRETE WORK, UNDERGROUND PIPE		
Construction License Types	A - General Engineering		
Classifications	721527 - Concrete installation and repair services		

**Active Certifications**

TYPE	STATUS	FROM	TO
SB (Micro)	Approved	May 31, 2013	May 31, 2015

**Certification History**

TYPE	STATUS	FROM	TO
SB (Micro)	Expired	May 3, 2011	May 31, 2013

**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: 10-16-13

Signature of Bidder: 

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We CENTRAL COAST FINANCIAL GROUP, INC. DBA CCFG CONSTRUCTION

as Principal, and

U.S. SPECIALTY 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, \*PENAL SUM NOT TO EXCEED FORTY FOUR THOUSAND AND 00/100 DOLLARS (\$44,000.00)

**THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:**

WHEREAS, the Principal is submitting a bid to the Obligee, for MODIFY AND UPGRADE DRAINAGE SYSTEM IN MARIN COUNTY AT MARIN CITY  
*(Copy here the exact description of work, including location, as it appears on the proposal)*

AT ROSS DRIVE

for which bids are to be opened at 1727 30TH STREET, MS 26, SACRAMENTO, CA 95816  
*(Insert place where bids will be opened)*

on OCTOBER 16, 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: OCTOBER 7, 2013

Correspondence or claims relating to this bond should be sent to the surety at the following address:  
601 S. FIGUEROA STREET, SUITE 1600  
LOS ANGELES, CA 90017

CENTRAL COAST FINANCIAL GROUP, INC. DBA CCFG CONSTRUCTION

*[Signature]*  
Principal

U.S. SPECIALTY INSURANCE COMPANY

*[Signature]*  
Surety  
By DAREN EISEMAN Attorney-in-Fact

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of \_\_\_\_\_ }

On this \_\_\_\_\_ Date before me, \_\_\_\_\_ Here Insert Name and Title of the Officer  
personally appeared \_\_\_\_\_ 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.

(SEAL)

Signature \_\_\_\_\_  
Signature of Notary Public

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Sacramento

On 10-7-2013 before me, JENNIFER L. PETKUS, NOTARY PUBLIC  
(Here insert name and title of the officer)

personally appeared DAREN EISEMAN

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.

*[Handwritten Signature]*

Signature of Notary Public



(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/~~she~~/~~they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

**DESCRIPTION OF THE ATTACHED DOCUMENT**

\_\_\_\_\_

(Title or description of attached document)

\_\_\_\_\_

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

\_\_\_\_\_

(Additional information)

**CAPACITY CLAIMED BY THE SIGNER**

Individual (s)

Corporate Officer

\_\_\_\_\_

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other \_\_\_\_\_

**POWER OF ATTORNEY**

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

**Eric J. Fedors, Sheryl Smith, Elizabeth A. Juarez, Nhung H. Saephan, Katy Travis, Vicky Troyan,  
or Daren Eiseman of Sacramento, California**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** \*\*\*\*\*Three Million\*\*\*\*\* Dollars (\$ \*\*3,000,000.00\*\* ).

This Power of Attorney shall expire without further action on December 08, 2016. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

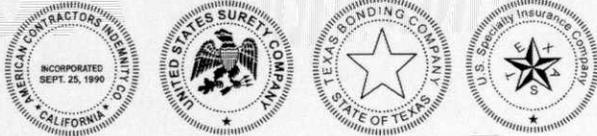
*Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of December, 2012.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

Corporate Seals



By:

[Signature]  
**Daniel P. Aguilar, Vice President**

State of California  
County of Los Angeles SS:

On 10th day of December, 2012, before me, Vanessa Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature 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] (Seal)



I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereto set my hand and affixed the seals of said Companies at Los Angeles, California this 7TH day of OCTOBER, 2013.

Corporate Seals

N/A



Bond No. \_\_\_\_\_  
Agency No. 9010

[Signature]  
**Jeannie Lee, Assistant Secretary**

We \_\_\_\_\_

\_\_\_\_\_ 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 \_\_\_\_\_  
*(Copy here the exact description of work, including location, as it appears on the proposal)*

for which bids are to be opened at \_\_\_\_\_  
*(Insert place where bids will be opened)*

on \_\_\_\_\_  
*(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: \_\_\_\_\_, 20\_\_\_\_.

Correspondence or claims relating to this bond should be sent to the surety at the following address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Principal  
\_\_\_\_\_  
\_\_\_\_\_  
Surety  
By \_\_\_\_\_  
Attorney-in-Fact

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of \_\_\_\_\_

On this \_\_\_\_\_ before me, \_\_\_\_\_  
*Date Here Insert Name and Title of the Officer*

personally appeared \_\_\_\_\_  
*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.

(SEAL)

Signature \_\_\_\_\_  
*Signature of Notary Public*



**CERTIFIED SMALL BUSINESS LISTING FOR THE NON-SMALL BUSINESS PREFERENCE**

DES-OE-0102.8 (REV 2/2011)

**BIDDER NAME** \_\_\_\_\_

**CONTRACT NO.** \_\_\_\_ - \_\_\_\_\_

List the description of work, name, telephone number, certification number, and dollar amount of each certified small business who will be employed on this project. Failure to provide this information may be cause for denial of the non-small business subcontractor preference. Attach additional sheets if necessary.

Submit to:

MSC 43  
 OFFICE ENGINEER  
 DEPARTMENT OF TRANSPORTATION  
 1727 30TH STREET  
 SACRAMENTO, CA 95816-7005

Bid Item Number	Description of Work, Service, or Materials	Certified Small Business (Name, Telephone No., and Certification No.)	\$ Amount
N/A			

Person to Contact \_\_\_\_\_ (Please Type or Print)

**Total Claimed Participation**

\$ \_\_\_\_\_

(Area Code) Telephone Number \_\_\_\_\_

\_\_\_\_\_ % of Contract

**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.

**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 Tuolumne

Michael Niven, being first duly sworn, deposes and says that he or she is Vice President of Central Coast Forest Prep Inc. 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