

B/C

B8

CONTRACT NO. 06 - 0M2004

NAME OF BIDDER Becker Construction Company, Inc.  
BUSINESS P.O. BOX -  
CITY, STATE, ZIP -  
BUSINESS STREET ADDRESS 20320 Lester Circle  
(Include even if P.O. Box used)  
CITY, STATE, ZIP Corona CA 92883  
TELEPHONE NO: AREA CODE (951) 674-7352  
FAX NO: AREA CODE (951) 674-7495  
CONTRACTOR LICENSE NO. 720483

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)*

PRINTED NAME AND TITLE OF PERSON SIGNING

David A. Bender - President

1/29/13

**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	2,500. <sup>00</sup>
2	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM	LUMP SUM	3,000. <sup>00</sup>
3	120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM	LUMP SUM	79,350. <sup>00</sup>
4	128652	PORTABLE CHANGEABLE MESSAGE SIGN (LS)	LS	LUMP SUM	LUMP SUM	8,125. <sup>00</sup>
5	130100	JOB SITE MANAGEMENT	LS	LUMP SUM	LUMP SUM	10,000. <sup>00</sup>
6	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	LUMP SUM	LUMP SUM	750. <sup>00</sup>
7	130900	TEMPORARY CONCRETE WASHOUT	LS	LUMP SUM	LUMP SUM	2,500. <sup>00</sup>
8	141120	TREATED WOOD WASTE	LB	2,780	0.25	695. <sup>00</sup>
9	150310	RAPID SETTING CONCRETE (PATCH)	CF	40	180. <sup>00</sup>	7,200. <sup>00</sup>
10	150662	REMOVE METAL BEAM GUARD RAILING	LF	220	9. <sup>00</sup>	1,980. <sup>00</sup>
11	150771	REMOVE ASPHALT CONCRETE DIKE	LF	360	5.25	1,890. <sup>00</sup>
12	150857	REMOVE ASPHALT CONCRETE SURFACING	SQFT	15,605	1. <sup>00</sup>	15,605. <sup>00</sup>
13	025158	RECONSTRUCT TRANSITION RAILING (TYPE STB)	EA	3	950. <sup>00</sup>	2,850. <sup>00</sup>
14	025159	RECONSTRUCT TERMINAL SYSTEM (TYPE FLEAT)	EA	1	800. <sup>00</sup>	800. <sup>00</sup>
15	151568	RECONSTRUCT THRIE BEAM BARRIER	LF	580	24. <sup>00</sup>	13,920. <sup>00</sup>
16	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	3,120	3.50	10,920. <sup>00</sup>
17	153221	REMOVE CONCRETE BARRIER	LF	42	175. <sup>00</sup>	7,350. <sup>00</sup>
18	153223	REMOVE UNSOUND CONCRETE	CF	40	75. <sup>00</sup>	3,000. <sup>00</sup>
19	153225	PREPARE CONCRETE BRIDGE DECK SURFACE	SQFT	15,605	0.40	6,242. <sup>00</sup>
20	153227	FURNISH POLYESTER CONCRETE OVERLAY	CF	1,171	74. <sup>00</sup>	86,654. <sup>00</sup>

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
21 (F)	153228	PLACE POLYESTER CONCRETE OVERLAY	SQFT	15,605	2.40	37,452. <sup>00</sup>
22	190101	ROADWAY EXCAVATION	CY	12	450. <sup>00</sup>	5,400. <sup>00</sup>
23	390132	HOT MIX ASPHALT (TYPE A)	TON	86	280. <sup>00</sup>	24,080. <sup>00</sup>
24	394053	SHOULDER RUMBLE STRIP (HMA,GROUND-IN INDENTATIONS)	STA	2	1,500. <sup>00</sup>	3,000. <sup>00</sup>
25	394074	PLACE HOT MIX ASPHALT DIKE (TYPE C)	LF	110	11. <sup>00</sup>	1,210. <sup>00</sup>
26	394077	PLACE HOT MIX ASPHALT DIKE (TYPE F)	LF	250	11. <sup>00</sup>	2,750. <sup>00</sup>
27	397005	TACK COAT	TON	0.3	2,900. <sup>00</sup>	870. <sup>00</sup>
28	510081	AGGREGATE BASE (APPROACH SLAB)	CY	34	650. <sup>00</sup>	22,100. <sup>00</sup>
29	510087	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE R)	CY	335	1,085. <sup>00</sup>	363,475. <sup>00</sup>
30	510800	PAVING NOTCH EXTENSION	CF	212	105. <sup>00</sup>	22,260. <sup>00</sup>
31	519081	JOINT SEAL (MR 1/2")	LF	286	28. <sup>00</sup>	8,008. <sup>00</sup>
32	832002	METAL BEAM GUARD RAILING (STEEL POST)	LF	150	31. <sup>00</sup>	4,650. <sup>00</sup>
33	833187	CONCRETE BARRIER (TYPE 27 MODIFIED)	LF	63	373. <sup>00</sup>	23,499. <sup>00</sup>
34	839541	TRANSITION RAILING (TYPE WB)	EA	1	3,800. <sup>00</sup>	3,800. <sup>00</sup>
35	839576	END CAP (TYPE A)	EA	1	200. <sup>00</sup>	200. <sup>00</sup>
36	839578	END CAP (TYPE TC)	EA	7	185. <sup>00</sup>	1,295. <sup>00</sup>
37	839585	ALTERNATIVE FLARED TERMINAL SYSTEM	EA	1	2,600. <sup>00</sup>	2,600. <sup>00</sup>
38	840504	4" THERMOPLASTIC TRAFFIC STRIPE	LF	1,440	2. <sup>00</sup>	2,880. <sup>00</sup>
39	840506	8" THERMOPLASTIC TRAFFIC STRIPE	LF	720	2.25	1,620. <sup>00</sup>
40	840525	4" THERMOPLASTIC TRAFFIC STRIPE (BROKEN 36-12)	LF	1,440	1.25	1,800. <sup>00</sup>

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
41	850111	PAVEMENT MARKER (RETROREFLECTIVE)	EA	70	6.00	420.00
42	999990	MOBILIZATION	LS	LUMP SUM	LUMP SUM	55,000.00 <del>25,000.00</del>

BB

DB

TOTAL BID:

DB \$ ~~853,700.00~~

\$ 853,700.00

DA

**SUBCONTRACTOR LIST**

DES-OE-0102.2 (REV 3/2011)

Bidder Name: Beador 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
Alcorn Fence Sun Valley, CA	8	80%	Treated wood waste
	10	100%	Remove MBGR
	13	98%	Reconstruct transition railing
	14	98%	Reconstruct terminal system
	15	96%	Reconstruct beam barrier
	32	98%	MBGR
	34	99%	Transition railing
	35	65%	End cap Type A
	36	97%	End cap Type TC
	37	97%	Alternative layered terminal system
Pavement Recycling Systems Mira Loma, CA	12	56%	Remove AC surfacing
	16	76%	Cold plane AC
Western Structures Riverside, CA	30	90%	Paving notch extension
	31	96%	Joint seal
	33	96%	Concrete barrier
<del>Harris Salinas Rebar</del> <del>ITC</del> <del>Livermore, CA</del> J.J. Rebar Sacramento, CA	29	<del>20%</del> (DB) 17%	Structural concrete approach slab rebar only

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. 06 - 0M 2004

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: 1/29/13

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

**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: 1/29/13

Signature of Bidder: 

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We Beador Construction Company, Inc.

26320 Lester Circle, Corona, California 92883

Fidelity and Deposit Company of Maryland

as Principal, and

777 S. Figueroa Street, Suite 3900, Los Angeles, CA 90017

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 Kern County Near  
(Copy here the exact description of work, including location, as it appears on the proposal)  
Grapevine at Grapevine Undercrossing.

for which bids are to be opened at Sacramento, California

(Insert place where bids will be opened)

on January 30, 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: January 25, 2013

Correspondence or claims relating to this bond should be sent to the surety at the following address: c/o Zurich

1400 American Lane

Schaumburg, IL 90196

Beador Construction Company, Inc.

By:

David A. Beador Principal President  
Fidelity and Deposit Company of Maryland

By

Edward N. Hackett  
Surety  
Edward N. Hackett, 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

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# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On JAN 25 2013 before me, C. Maestas, Notary Public,  
(Here insert name and title of the officer)

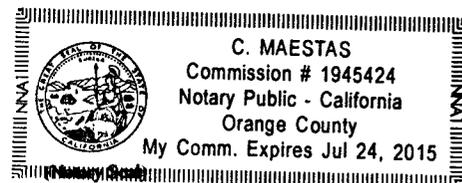
personally appeared Edward N. Hackett,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Signature of Notary Public



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

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

**JAN 25 2013**

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### 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.
  - or Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - or Indicate title or type of attached document, number of pages and date.
  - or 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

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **JAMES M. CARROLL, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Edward N. HACKETT and Christine M. MAESTAS, both of Irvine, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 8th day of November, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: Eric D. Barnes

*Assistant Secretary  
Eric D. Barnes*

James M. Carroll

*Vice President  
James M. Carroll*

State of Maryland  
City of Baltimore

On this 8th day of November, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **JAMES M. CARROLL, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2015



**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this \_\_\_ day of \_\_\_\_\_, 20\_\_.

**JAN 25 2013**



Thomas O. McClellan, Vice President

**OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS**

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

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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 Riverside

David A. Bender being first duly sworn, deposes and says that he or she is President of Bender Construction Company, 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.

## 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 Riverside

David A. Beader, being first duly sworn, deposes and says that he ~~or she~~ is  
President of Beader Construction Company, 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.

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### 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