

BID Contract Checklist

Vendor Name: S Parker

Bid #:

Contract #: 101-16

Board Agenda Item - Advertise

Board Excerpt - Advertise

Affidavit of Newspaper Publication

~~CS~~ ← need

CS

Board Agenda Item- Award/Bid/Contract

Board Excerpt - Award Bid/ Contract

CS

CS

Agreement/ With Original Signatures

Amendments to Agreement/ Change Orders

CS

Bidder List

Bid Form

Payment Bond

Performance Bond

Bid Bond

Notice to Proceed

W-9

CS

CS

CS

CS

General Liability Insurance Certificate

Workers Comp Insurance Certificate

Other Insurance Certificates

CS

CS

CS

Contract to OCDE

Date: 8/25/16

Board Agenda Item/ Notice of Completion

Board Notice of Completion Excerpt

Notice of Completion Filed

Notice of Completion to OCDE

Date:

Date:

Release Date:

Notes:

Completed By:

Date:

S. PARKER ENGINEERING, INC.
2783 Tern Circle
Costa Mesa, CA. 92626
(714) 241-0560 FAX# (714) 241-0665
Lic. #739476 Class: A, B
sparkereng@sbcglobal.net

February 5, 2019

Mr. Jeff Trader
Newport-Mesa Unified School District
2985 E. Bear Street
Costa Mesa, CA 92626

Re: Contract #101-16 Concrete Repair/Replacement District Wide

Dear Mr. Jeff Trader,

S. Parker Engineering, Inc. would like to renew the 101-16 Concrete Repair/Replacement District Wide Contract with NMUSD.

S. Parker Engineering, Inc. is entitled to an increase of our unit prices not greater than the current consumer price index, per page 125 of the Specifications. We would like to exercise this clause, and increase our unit prices 2.5% for the 2019-2020 fiscal year.

We look forward to continuing our relationship with NMUSD, and continuing the 101-16 Concrete Repair/Replacement District Wide Contract.

Thank you.

Respectfully,

Steve T. Parker
President

STP/Imp

S. PARKER ENGINEERING, INC.
2783 Tern Circle
Costa Mesa, CA. 92626
(714) 241-0560 FAX# (714) 241-0665
Lic. #739476 Class: A, B

May 18, 2017

Mr. Jonathon Koyama
Newport-Mesa Unified School District
2985 E. Bear Street
Costa Mesa, CA 92626

Re: Contract #101-16 Concrete Repair/Replacement District Wide

Dear Mr. Jonathon Koyama,

S. Parker Engineering, Inc. is pleased to renew the 101-16 Concrete Repair/Replacement District Wide Contract with NMUSD, and we have enclosed the signed renewal letter.


S. Parker Engineering, Inc. is entitled to an increase of our unit prices not greater than the current consumer price index, per page 125 of the Specifications. We would like to exercise this clause, and increase our unit prices 2%.

We look forward to continuing our relationship with NMUSD, and continuing the 101-16 Concrete Repair/Replacement District Wide Contract.

The Payment and Performance Bonds and our liability insurance certificates have been ordered and will follow.

Thank you.

Respectfully,



Steve T. Parker
President

S. PARKER ENGINEERING, INC.
2783 Tern Circle
Costa Mesa, CA. 92626
(714) 241-0560 FAX# (714) 241-0665
Lic. #739476 Class: A, B
sparkereng@sbcglobal.net

March 2, 2018

Mr. Jonathon Koyama
Newport-Mesa Unified School District
2985 E. Bear Street
Costa Mesa, CA 92626

Re: Contract #101-16 Concrete Repair/Replacement District Wide

Dear Mr. Jonathon Koyama,

S. Parker Engineering, Inc. is pleased to renew the 101-16 Concrete Repair/Replacement District Wide Contract with NMUSD. We have enclosed the signed renewal letter dated March 2, 2018.


S. Parker Engineering, Inc. is entitled to an increase of our unit prices not greater than the current consumer price index, per page 125 of the Specifications. We would like to exercise this clause, and increase our unit prices 2.7% for the 2018-2019 fiscal year.

We look forward to continuing our relationship with NMUSD, and continuing the 101-16 Concrete Repair/Replacement District Wide Contract.

The Payment and Performance Bonds, and our liability insurance certificates have been ordered and will follow.

Thank you.

Respectfully,


Steve T. Parker
President

S. Parker Engineering, Inc.
2783 Tern Circle
Costa Mesa, CA. 92626

NEWPORT-MESA USD
SUPERINTENDENT'S OFFICE

16 FEB 19 PM 1:51

" SEALED BID "

DO NOT OPEN WITH REGULAR MAIL

Newport-Mesa Unified School District
Purchasing Department - Building "A"
2985 Bear Street
Costa Mesa, CA. 92626

Attn: Purchasing Dept. - Building "A"

Bid No. #101-16

Project Name: Concrete Time and Materials
District Wide

AFFIDAVIT OF PUBLICATION
STATE OF CALIFORNIA,)

) ss.

County of Orange)

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of **The Orange County Register**, a newspaper of general circulation, published in the city of Santa Ana, County of Orange, and which newspaper has been adjudged to be a newspaper of general circulation by the Superior Court of the County of Orange, State of California, under the date of November 19, 1905, Case No. A-21046, that the notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

January 8, 15, 2016

"I certify (or declare) under the penalty of perjury under the laws of the State of California that the foregoing is true and correct":

Executed at Santa Ana, Orange County, California, on

Date: January 15, 2016


Signature

The Orange County Register
625 N. Grand Ave.
Santa Ana, CA 92701
(714) 796-2209

PROOF OF PUBLICATION

NEWPORT-MESA UNIFIED SCHOOL DISTRICT

Paving Time and Material District-wide
Bid #100-16

1.01 BID TIME, DATE AND PLACE:

- A. Bid Opening Date and Time Deadline: Friday, February 19, 2016, 10:00 AM PST
B. Place of Bid Receipt: Newport-Mesa Unified School District - Purchasing
2985 Bear Street, Bldg B, Costa Mesa, CA. 92626
C. Project Name: Paving Time & Material District-wide Bid #100-16
D. Mandatory Pre-Bid Conference: January 22, 2016, at 10:00 AM PST
2985 Bear St Costa Mesa, CA 92626

1.02 SUMMARY OF WORK:

Project Description

This project consists of replacing, repairing or maintaining paving at all throughout the District on an as needed basis.

1.03 NOTICE:

- A. NOTICE IS HEREBY GIVEN that Newport-Mesa Unified School District acting by and through its Governing Board receive sealed bids for award of a contract for the above-named Project up to, but not later than the bid deadline.
B. Bids shall be received in the place identified above. Whether or not bids are opened exactly at the time fixed in notice, no bid will be received after the bid deadline.
C. The bid package will be available at www.nmusd.us/bids for downloading.
D. Pursuant to the requirements of Labor Code Section 1770 et. seq., the successful bidder and each of subcontractors of any tier will be required to pay not less than the general prevailing rates of per-diem wages in locality in which the work is to be performed for each craft or type of worker needed to execute the contract ("Prevailing Wages").
E. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be list a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractor's current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the contractor and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.
F. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In doing on this project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with labor compliance requirements under this contract and applicable law in its bid.
G. Each BIDDER must post a bid bond or other security in the amount of 10% of the amount of the bid with the value of the bid will be based on a hypothetical project identified in the bid documents.
H. Each BIDDER, simultaneously with the execution of the Contract Agreement, will be required to furnish a Labor Material Performance Bond in an amount equal to 100 percent of the Contract sum and a Faithful Performance Bond in an amount equal to 100 percent of the Contract sum, but not less than \$100,000. Said Bonds shall be from admitted California Surety satisfactory to the District and listed in the Federal Register, issued by the Department of Treasury and licensed in California. Said Bonds shall remain in full force and effect through the entire contract period and be licensed in the applicable classifications for the trades for which the contractor is submitting a bid required license is C-12.
I. This project has 3% Disabled Veteran Business Enterprise participation goals.
J. Questions about this PROJECT should be directed to:
Contact: Norm Chapman Telephone: 714/424-7539
Firm: Newport-Mesa USD FAX: 714/424-7581
K. No Bid may be withdrawn until sixty (60) days after the Bid Opening Date.
L. The District reserves the right to reject any and all bids or to waive irregularities in any bid.
M. Newport Mesa Unified School District is an "equal opportunity" employer.
N. No telephone or facsimile machine will be available to bidders on the DISTRICT premises at the time of bid.

Published, Orange County Register January 8, 15, 2016 B-23 10124289

Regular Meeting of the Board of Education
March 08, 2016 6:00 PM
District Education Center - Roderick H. MacMillian Board Room
2985 - A Bear Street
Costa Mesa, California 92626

Agenda Item: **13.a.13. Award Contract for Concrete - Time and Material, Bid #101-16 to S. Parker Engineering Inc.**

Recommended Motion: It is recommended that the Board of Education award the contract for Concrete Services, Time and Material, Bid #101-16 for a period of up to five (5) years, renewable annually, to S. Parker Engineering Inc., per the submitted bid pricing.

Financial Impact: Budget Area(s): Varies district-wide - 2011-2016 expenditures \$1,359,640

Comments: Background:
The District advertised for Bid #101-16, Paving Time and Materials on January 8 and 15, 2016 per Public Contract Code §10140. Year one (1) of the contract is March 22, 2016 through March 21, 2017.

Current Consideration:
The District conducted the bid opening on February 19, 2016 and received two (2) bids. The bids were evaluated by Purchasing and Operations staff to insure adherence to district specifications and responsiveness according to Public Contract Code. All bidders were asked to price a hypothetical project based off of their submitted unit prices for the basis of the award. The lowest responsible bidder is S. Parker Engineering Inc.

Approve By:
Reed/Trader/Koyama
Board Agenda
March 8, 2016

Attachments:
Summary



NEWPORT-MESA Unified School District

2985 Bear Street, Bldg. A • Costa Mesa • California 92626 • (714) 424-5000

BOARD OF EDUCATION

**Dana Black • Walt Davenport • Martha Fluor
Judy Franco • Charlene Metoyer • Vicki Snell • Karen Yelsey
Frederick Navarro, Ed.D., Superintendent**

EXCERPT FROM THE MINUTES OF THE REGULAR MEETING OF THE BOARD OF EDUCATION OF THE NEWPORT-MESA UNIFIED SCHOOL DISTRICT

March 8, 2016

The following items were approved by the Board of Education:

13. CONSENT CALENDAR

Consent Calendar

It was recommended that the Board of Education approve the Consent Calendar items for Business Services, Human Resources, Education Services, and Student Support Services.

Motion made by: Judy Franco

Seconded by: Charlene Metoyer

Votes: Passed unanimously with a 7/0 vote

Dana Black - Yes

Walt Davenport - Yes

Martha Fluor - Yes

Judy Franco - Yes

Charlene Metoyer - Yes

Vicki Snell - Yes

Karen Yelsey - Yes

13.a. Business Services

13.a.1. Ratified Award of Bid #112-15 Newport Harbor High School Davidson Field Upgrades

13.a.2. Approved Vector Resources, Inc. Contract Renewal #101-14 Wireless Access Points, Year 2015-16 and Authorize the Deputy Superintendent to Execute as Approved

13.a.3. Approved Agreement with Martin Brothers Construction Services for Division of State Architecture (DSA) Inspection Services for the New Netting for Baseball Field /Solar Arrays at Estancia High School and Authorization for the Deputy Superintendent to Execute as Approved

13.a.4. Approved Agreement with Martin Brothers Construction Services for Division of State Architecture (DSA) Inspection Services for the Pool Wall Replacement and ADA "Path of Travel" at Corona del Mar High School and Authorization for the Deputy Superintendent to Execute as Approved

13.a.5. Approved Agreement with Martin Brothers Construction Services for Division of State Architecture (DSA) Inspection Services for the Varsity Baseball Backstop at Corona del Mar High School and Authorization for the Deputy Superintendent to Execute as Approved

13.a.6. Approved Agreement with Martin Brothers Construction Services for Division of State Architecture (DSA) Inspection Services for the Campus Wide HVAC Upgrade at Adams Elementary School and Authorization for the Deputy Superintendent to Execute as Approved

13.a.7. Approved Agreement with Martin Brothers Construction Services for Division of State Architecture (DSA) Inspection Services for the Campus Wide HVAC Upgrade at Paularino Elementary School and Authorization for the Deputy Superintendent to Execute as Approved

13.a.8. Approved Agreement with Martin Brothers Construction Services for Division of State Architecture (DSA) Inspection Services for the Campus Wide HVAC Upgrade at Sonora Elementary School and Authorization for the Deputy Superintendent to Execute as Approved

13.a.9. Approved Agreement with Wild West Inspections for Division of State Architecture (DSA) Inspection Services for the Corona del Mar High School Exit Gate Project and Authorization for the Deputy

Superintendent to Execute as Approved

13.a.10. Approved Agreement with Cal-Storm Compliance to Perform Qualified Storm Water Pollution Prevention Plan (SWPPP) Practitioner (QSP) Consulting Services for the Newport Harbor High School Davidson Field Renovation and Authorization for the Deputy Superintendent to Execute as Approved

13.a.11. Approved Agreement with Studio + Architecture for Project Lead the Way Implementation at Costa Mesa High School and Authorization for the Deputy Superintendent to Execute as Approved

13.a.12. Approved Authorization to Enter Into a Service Provider Agreement with Orange County Marathon

13.a.13. Awarded Contract for Concrete - Time and Material, Bid #101-16 to S. Parker Engineering Inc.

13.a.14. Awarded Contract for Paving - Time and Material, Bid #100-16 to Universal Asphalt Company, Inc.

13.a.15. Approved a Notice of Completion for Bid #102-11 Asphalt Paving and Striping at Kaiser Elementary, Mariners Elementary, and Newport Heights Elementary by Universal Asphalt Company, Inc.

13.a.16. Approved a Notice of Completion for Bid #104-11 for the Concrete Work at Lindbergh by S. Parker Engineering Inc.

13.a.17. Approved Accounting Report 03-08-16

13.a.18. Approved Purchasing Report 03-08-16

13.a.19. Approved the Measure F Accounting Register 03-08-16

13.a.20. Approved Gift Register 03-08-16

13.b. Education Services

13.b.1. Approved Purchase of WeVideo for Schools For Use at TeWinkle Middle School.

13.b.2. Approved Agreement 42663 with the Orange County Department of Education to Provide Instructional Coaching for Newport Coast Preschool

13.b.3. Approved the Front Row School Edition Pilot Program Agreement

13.b.4. Approved Elementary Travel Register 03-08-16

13.b.5. Approved Secondary School Related Travel Register 3-8-16

13.b.6. Approved Independent Contracts' Register 3-8-16

13.c. Human Resources

13.c.1. Authorized to Approve Hearing Aid Benefit to Active and Early Retirees Enrolled in Kaiser HMO

13.c.2. Approved Settlement Authority - Claim No. 489495

13.c.3. Approved Settlement Authority - Claim No. 490537

13.c.4. Approved Settlement Authority - Claim No. 496963

13.c.5. Approved Classified Employees' Appointment/Reassignment Register 03-08-16

13.c.6. Approved Classified Employees' Leave of Absence Register 03-08-16

13.c.7. Approved Classified Employees' Resignation/Termination Register 03-08-16

13.c.8. Approved Certificated Employees' Appointment/Reassignment Register 03-08-16

13.c.9. Approved Certificated Employees' Leave of Absence Register 03-08-16

13.c.10. Approved Certificated Employees' Resignation/Termination Register 03-08-16

13.d. Student Support Services

13.d.1. Approved Student Discipline - Expulsion of Student

13.d.2. Approved Settlement Agreement 80022030

13.d.3. Approved Settlement Agreement 2016010708

13.d.4. Approved Addendum to the Master Contract for Beacon Day School for 2015-2016

13.d.5. Approved Nonpublic School/Agency Contracts for the 2015-2016 School Year

14. Discussion/Action Calendar

14.a. Adopted Resolution No. 25-03-16 to Approve the Newport-Mesa Unified School District Entering into an Agreement with the State of California Water Resources Control Board and Designating a Representative to Sign the Agreement, and any Amendments Thereto, for the Drought Response Outreach Program (DROPS) at Davis Magnet School

14.b. Approved 2015-16 Second Interim Report

14.c. Approved 2016-17 PreK-12 Board's District Priorities

The next meeting of the Board of Education is scheduled for March 22, 2016 at 6:00 p.m.

I hereby certify that the above is an excerpt from the minutes of the above date.

A handwritten signature in dark ink, appearing to read 'F. Navarro', with a horizontal line extending to the right.

Frederick Navarro, Ed.D., Superintendent

AGREEMENT

THIS AGREEMENT, dated the 22nd day of March, 2016, in the County of Orange, State of California, is by and between NEWPORT-MESA UNIFIED SCHOOL DISTRICT, (hereinafter referred to as "DISTRICT"), and S. Parker Engineering Inc., (hereinafter referred to as "CONTRACTOR").

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to complete the Project known as #101-16 CONCRETE TIME & MATERIAL DISTRICT-WIDE according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice to Bid, Instructions for Bidders, Bid Form, Bid Security, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Non-collusion Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Escrow Agreement, if applicable, Drug-Free Workplace Certification, Criminal Records Check Certification, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, Bidding and Contract Requirements, General Conditions, Supplementary Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.
2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project Documents.
3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents,

according to the hourly and unit prices listed on the Bid Form. Individual site projects will be documented with a purchase order or Limited Contract (Measure F) and a notice of completion shall be filed upon the completion of each site project over fifteen thousand dollars (\$15,000). The District shall withhold ten percent (10%) retention of the total public works project costs over \$15,000, which is paid thirty five (35) days after the filing date of the notice of completion.

4. The work shall be commenced on or before the tenth (10th) day after receiving the DISTRICT'S Notice to Proceed and shall be completed on an as need basis during the term of the contract.

Note: The CONTRACTOR shall coordinate the scheduling of installations at various District wide sites with the Maintenance and Operations department of the DISTRICT or with McCarthy Companies, the DISTRICT's project manager. This agreement is for one (1) year with four (4) annual renewals available, subject to approval by the Board of Education, with a maximum expiration date of March 21, 2020.

5. Time is of the essence. If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of One Thousand Dollars (\$1,000) for each calendar day of delay within each phase until work is completed and accepted. Liquidated damages for concurrent phases will accumulate per phase. Time extensions may be granted by the DISTRICT as provided in Article 63 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 63 of the General Conditions.
6. Termination for Cause or Non-appropriation. In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a non-appropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

Termination for Convenience. DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT's convenience, CONTRACTOR shall:

- i. Cease operations as directed by DISTRICT in the notice;
- ii. Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- iii. Not terminate any insurance provisions required by the Project Documents.

In case of such termination for DISTRICT's convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, DISTRICT shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

7. Hold Harmless and Indemnification. To the fullest extent permitted by law, the CONTRACTOR, at the CONTRACTOR's sole cost and expense, agrees to fully defend, indemnify and hold harmless, the DISTRICT, including but not limited to any of its governing board members, officers, employees, PROJECT MANAGER and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:
 - i. Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.
 - ii. Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract,
 - iii. failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
 - iv. any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;
 - v. any breach of duty, obligation or requirement under the Project Documents;
 - vi. any failure to coordinate the work of other contractors;
 - vii. any failure to provide notice to any party as required under the Project Documents;

- viii. any failure to act in such a manner as to protect the DISTRICT and the Project from loss, cost, expense or liability; or
- ix. any failure to protect the property of any utility company or property owner.

The CONTRACTOR, at CONTRACTOR'S own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its Governing Board, officers, agents, employees, or PROJECT MANAGER on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its Governing Board, officers, agents, employees, or PROJECT MANAGER in any action, suit or other proceedings as a result thereof.

- 8. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain insurance coverages as set forth in Articles 16, 17, 18 and 19 of the General Conditions and as further set forth in the Supplementary Conditions. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.
- 9. Public Contract Code Section 22300 permits the substitution of securities for any retention monies withheld by the DISTRICT to ensure performance under this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the monies withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the CONTRACTOR. The DISTRICT retains the sole discretion to approve the bank selected by the CONTRACTOR to serve as escrow agent. Upon satisfactory completion of the Agreement, the securities shall be returned to the CONTRACTOR. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, the CONTRACTOR may request DISTRICT to make payment of earned retention monies directly to the escrow agent at the expense of the CONTRACTOR. Also at the CONTRACTOR's expense, the CONTRACTOR may direct investment of the payments into securities, and the CONTRACTOR shall receive interest earned on such investment upon the same conditions as provided for securities deposited by CONTRACTOR. Upon satisfactory completion of the Agreement, CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by escrow agent from DISTRICT pursuant to the terms of Section 22300.

- 10. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that Steve T. Parker, whose title is President, is authorized to act for and bind the corporation.

11. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.
12. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

DISTRICT

CONTRACTOR

By: 

Signature

Paul H. Reed

Print Name

Deputy Superintendent and Chief Business Official

Title

By: 

Signature

Steve T. Parker

Print Name

President, S. Parker Engineering Inc.

Title

739476

Contractor's License No.

33-0756811

Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR, if corporation)

This bond was executed in three(3) identical counterparts.

THE FINAL PREMIUM IS
PREDICATED ON THE
FINAL CONTRACT PRICE

FAITHFUL PERFORMANCE BOND

Bond No. 024066188
Premium: \$3,220.00

KNOW ALL PERSONS BY THESE PRESENT:

WHEREAS, the Newport-Mesa Unified School District of Orange County, California (hereinafter referred to as "DISTRICT"), awarded to S. Parker Engineering, Inc. (hereinafter referred to as the "Contractor/Principal") the contract for the work described as No. 101-16 Concrete Time & Material District-Wide

WHEREAS, said Contractor/Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract which contract is incorporated herein by reference;

NOW, THEREFORE, we the undersigned Contractor, as Principal, and ^{*}Surety, a California admitted surety insurer are held and firmly bound to the DISTRICT for ^{**}one hundred percent (100%) of the total amount payable by the DISTRICT under the terms of the contract awarded by the DISTRICT to the Contractor/Principal, lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators ^{*The Ohio Casualty Insurance Company} and successors, jointly and severally, firmly by these presents.

^{**}Two Hundred Seventy Two Thousand and 00/100 (\$272,000.00)

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bonded Contractor/Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said contract which is attached hereto and incorporated herein by reference and any alteration and/or amendments thereof, made as therein provided, including, but not limited to, the provisions regarding contract duration and liquidated damages, all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of One (1) year(s) after the acceptance of the work by DISTRICT, during which time if Contractor/Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the DISTRICT from loss or damage made evident during the period of One (1) year(s) from the date of completion of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligation of Surety hereunder shall continue so long as any obligation of Contractor remains.

Whenever Contractor/Principal shall be, and is declared by the DISTRICT to be, in default under the contract, the DISTRICT having performed the DISTRICT's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly:

1. Complete the contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the DISTRICT, and make available as work progresses sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the

amount set forth above. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor/Principal by the DISTRICT under the contract and any modifications thereto, less the amount previously properly paid by the DISTRICT to the Contractor/Principal.

Surety expressly agrees that the DISTRICT may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Surety shall not utilize Contractor/Principal in completing the contract nor shall Surety accept a bid from Contractor/Principal for completion of the work if the DISTRICT, when declaring the Contractor/Principal in default, notifies Surety of the DISTRICT's objection to Contractor's/Principal's further participation in the completion of the work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the DISTRICT named herein or the successors or assigns of the DISTRICT. Any suit under this bond must be instituted within the applicable statute of limitations period.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Project documents, or of the work to be performed thereunder, shall in any way affect its obligations on this bond; and it does hereby waive notice of any change, extension of time, alteration or modification of the Project documents or of work to be performed thereunder.

Contractor/Principal and Surety agree that if the DISTRICT is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay DISTRICT's reasonable attorney's fees and costs incurred, with or without suit, in addition to the above amount.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 8th day of April, 2016.

CORPORATE SEAL, IF

S. Parker Engineering, Inc.

APPLICABLE, AND NOTARIAL

Contractor/Principal

ACKNOWLEDGEMENT OF

CONTRACTOR

By: 

Signature

Steve T. Parker , President

Print Name and Title

SEAL AND NOTARIAL
ACKNOWLEDGEMENT OF
SURETY

The Ohio Casualty Insurance Company

Surety

By: _____

Signature

(Mailing Address, Telephone

Dwight Reilly, Attorney-In-Fact

No. and Facsimile No. of Surety)

Print Name and Title

The Ohio Casualty Insurance Company

790 The City Drive South, Suite 200
Orange, CA 92868

Ph: (800) 763-9268 / Fax: (866) 547-9060

(Attach Attorney-in-Fact Certificate
and Required Acknowledgement)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of ORANGE

On APR 18, 2016 before me, Michelle McNeill, Notary Public
(Here insert name and title of the officer)
personally appeared Steve T. Parker

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

(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.

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 _____

- 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

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange)

On April 8, 2016 before me, Karen L. Ritto, Notary Public
(insert name and title of the officer)

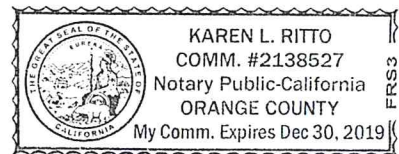
personally appeared Dwight Reilly,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~
his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ 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 
Karen L. Ritto

(Seal)



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. 7177946

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

Bond No. 024066188

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, Andrew Waterbury; Arturo Ayala; Daniel Huckabay; Dwight Reilly

all of the city of Orange, 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 13th day of November, 2015.



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 13th day of November, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance 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 Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

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

By: David M. Carey
David M. Carey, Assistant Secretary

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 David M. Carey, 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, Gregory W. Davenport, 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 8th day of April, 2016.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

This bond was executed in three(3)
identical counterparts.

THE FINAL PREMIUM IS
PREDICATED ON THE
FINAL CONTRACT PRICE
PAYMENT BOND

Bond No. 024066188
Premium Included on
Performance Bond

KNOW ALL PERSONS BY THESE PRESENT:

WHEREAS, the Newport-Mesa Unified School District of Orange County, California ("hereinafter referred to as DISTRICT"), has awarded to S. Parker Engineering, Inc., hereinafter referred to as the "Contractor/Principal" a contract for the work described as
No. 101-16 Concrete Time & Material District-Wide

WHEREAS, said Contractor/Principal is required by Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code to furnish a bond in connection with said contract;

NOW, THEREFORE, we, the Contractor/Principal and The Ohio Casualty Insurance Company, as Surety, a California admitted surety insurer, are held firmly bound unto the DISTRICT for*one hundred percent (100%) of the total amount payable by the DISTRICT under the terms of the contract awarded by the DISTRICT to the Contractor/Principal lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
*Two Hundred Seventy Two Thousand and 00/100 (\$272,000.00)

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Contractor/Principal, his/her or its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall fail to pay any person or persons named in Civil Code Section 3181 or fail to pay for any materials, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind, or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Section 13020 of the Unemployment Insurance Code with respect to work and labor thereon of any kind, then said Surety will pay for the same, in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees as shall be fixed by the court, awarded and taxed as provided in Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such person or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the DISTRICT and original contractor or on the part of any obligee named in such bond, but the sole

conditions of recovery shall be that claimant is a person described in Section 3110 and 3112 of the California Civil Code, and has not been paid the full amount of his/her or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

Any claims under this bond may be addressed to:

The Ohio Casualty Insurance Company
790 The City Drive South, Suite 200
Orange, CA 92868 (Name and address of Surety)

Commercial Surety Bond Agency (Name and address of agent or
representative in California,
1411 N. Batavia St., Suite 201, Orange, CA 92867 if different from above)

Ph: (800) 763-9268/ Fax: (866) 547-9060 Surety (Telephone and facsimile number of
Surety or agent or representative

Ph: (714) 516-1232 / Fax: (714) 516-9563 Agent in California)

IN WITNESS HEREOF, we have hereto set our hands and seals on this 8th day of April, 2016.

CORPORATE SEAL, IF

S. Parker Engineering, Inc.

APPLICABLE, AND NOTARIAL

Contractor/Principal

ACKNOWLEDGEMENT OF

CONTRACTOR

By: 

Signature

Steve T. Parker, President

Print Name and Title


SEAL AND NOTARIAL

ACKNOWLEDGEMENT OF

SURETY

The Ohio Casualty Insurance Company

Surety

By:  _____

Signature

Dwight Reilly, Attorney-In-Fact

Print Name and Title

(Mailing Address, Telephone and
Facsimile No. of Surety)

333 City Blvd. West, Suite 300
Orange, CA 92868

Ph: (800) 763-9268 / Fax: (866) 547-906

(Attach Attorney-in-Fact Certificate and
Required Acknowledgement)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of ORANGE

On APRIL 8 2016 before me, Michelle McNeill, Notary Public,
(Here insert name and title of the officer)

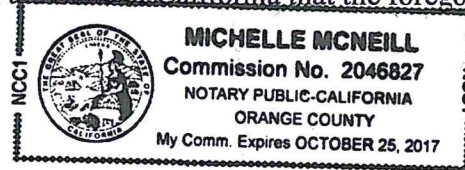
personally appeared Steve T. Parker

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.

Michelle McNeill
Signature of Notary Public



(Notary Seal)

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 _____

(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.
 - ❖ 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

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange)

On April 8, 2016 before me, Karen L. Ritto, Notary Public
(insert name and title of the officer)

personally appeared Dwight Reilly,
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.

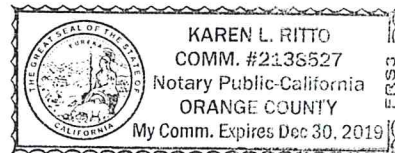
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Karen L. Ritto

(Seal)



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. 7177952

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

Bond No. 024066188

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, Andrew Waterbury; Arturo Ayala; Daniel Huckabay; Dwight Reilly

all of the city of Orange, 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 13th day of November, 2015.



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 13th day of November, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance 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 Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

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

By: David M. Carey
David M. Carey, Assistant Secretary

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 David M. Carey, 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, Gregory W. Davenport, 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 8th day of April, 2016.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

BID BOND

KNOW ALL PERSONS BY THESE PRESENT, that we S. Parker Engineering, Inc. as Principal, and The Ohio Casualty Insurance Company as Surety, a California admitted surety insurer, are held and firmly bound unto the NEWPORT-MESA UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT, in the sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal submitted to the said DISTRICT for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated February 19th, 2016, for Bid No. 101-16 - Concrete Repair/Replacement Time and Material District-wide

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within ninety (90) days after said opening; and if the Principal is awarded the contract, and shall within the period specified therefore, or, if no period be specified, within fifteen (15) working days after the notice of award of the contract, or as otherwise requested in writing by the DISTRICT, enter into a written contract with the DISTRICT, in accordance with the bid as accepted and give bonds with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, furnish certificates and endorsements evidencing the required insurance is in effect and furnish and deliver to the DISTRICT the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business Enterprises Certification, if applicable, then the above obligation shall be void and of no effect, otherwise the bond amount shall be forfeited to the DISTRICT.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

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

IN WITNESS HEREOF, the parties have executed this bond under their several seals this 10th day of February, 2016, the name and corporate seal of each corporate party being hereto affixed and duly signed by its undersigned authorized representative.

(Corporate Seal of

Principal, if

Corporation)

S. Parker Engineering, Inc.

Principal (Proper Name of Bidder)

By: 

Signature

Steve T. Parker

Print Name

President

Title

(Corporate Seal

of Surety)

The Ohio Casualty Insurance Company

Surety

(Attach Attorney-In-Fact Certificate
and Required Acknowledgements)

By: 

Signature

Dwight Reilly

Print Name

Attorney-in-Fact

Title

790 The City Drive South, Suite 200
Orange, CA 92868

Address

(800) 763-9268

Telephone No.

(866) 547-9060

Facsimile No.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange)

On February 10, 2016 before me, Karen L. Ritto, Notary Public
(insert name and title of the officer)

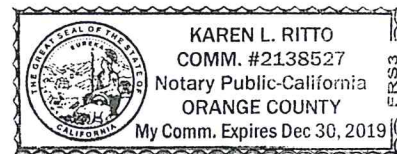
personally appeared Dwight Reilly,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ 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 [Signature]
Karen L. Ritto

(Seal)



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. 7172043

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

Bond No. CSBA-1322

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, Andrew Waterbury; Arturo Ayala; Daniel Huckabay; Dwight Reilly

all of the city of Orange, 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 9th day of November, 2015.



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

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 9th day of November, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance 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 Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, 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 David M. Carey, 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, Gregory W. Davenport, 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 10th day of February, 2016.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of ORANGE

On Feb 10 2016 before me, Michelle McNeill, Notary Public
(Here insert name and title of the officer)

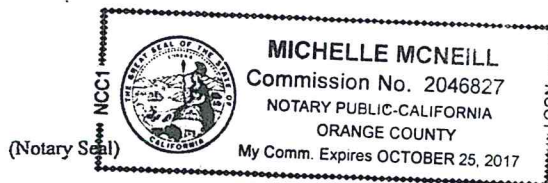
personally appeared Steve T. Parker

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.

Michelle McNeill
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 _____

(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.
 - ❖ 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

DVBE Instructions

GFE Steps / Instructions (continued)

Document your GFE efforts on the form in this package entitled "Good Faith Effort".

Do not delay until the final days before your bid is due to start this process.

These five steps may require 4 or more weeks to complete.

Participation and GFE forms appear in the pages that follow.

Use of Proposed DVBEs

c. Submit a list of the DVBE firms to whom your firm transmitted direct solicitations (i.e., bidders list). Include each firm's name, address and telephone number.

5. Show that the interested DVBE firms that responded to your ad(s) and/or direct solicitations were considered. Bidding firms are strongly encouraged to achieve full or partial DVBE participation, when performing the GFE process.

a. List the DVBE firms that responded to your ad(s) or direct solicitations, if any. If no responses are received, indicate "none", as instructed in Step 5 on page 9.

For each DVBE listed in Step 5 on page 9, indicate if your firm:

1) **WILL USE** the DVBE for a specific percentage amount of your bid. For each firm you will use, do the following:

List the name of these DVBEs on the form entitled "**Actual DVBE Participation**". Indicate whom the DVBE will contract with, the nature of their services or supplies, the claimed percentage of use, and their contracting tier. Attach, to this form, a copy of the current DVBE certification issued to the DVBE by DGS.

OR

2) **WILL NOT USE** the DVBE after giving consideration to such things as the DVBE's qualifications, availability, capacity to perform/deliver, location, reference checks, and/or the services offered or goods supplied, etc.

For each of these firms, indicate, in Step 5 on page 9, the business reason(s) for not choosing to use the DVBE.

If awarded the contract, the selected contractor must faithfully use each DVBE proposed for use and identified on the form entitled "**Actual DVBE Participation**". Exceptions are only allowed if the contractor submits a Request for Substitution to the DHS Program Contract Manager and that request is subsequently granted by DHS.

Substitution instructions appear in the "Special Terms and Conditions" exhibit clause entitled "Use of Disabled Veteran Business Enterprises". A copy of this exhibit is attached to the bid document and/or will be attached to the contract.

(Continued on the next page)

ACTUAL DVBE PARTICIPATION

NAME OF DVBE FIRM PROPOSED FOR USE <small>(Prime is to enter its own name, if the Prime is a certified DVBE)</small>	FIRM THAT DVBE WILL CONTRACT WITH <small>(Prime is to enter "Self", if the Prime is a certified DVBE)</small>	NATURE OF WORK OR GOODS TO BE PROVIDED BY DVBE	DVBE % Claimed	TIER <small>(See legend below)</small>
Redi Supply Compay 220 W. Grove Ave. Orange, CA. 92865 (949) 916-8040 DVBE Cert# 42568	Redi Supply Company Cert# 42568	Safety Supplies	3%	3%

DVBE % Claimed: Enter the percentage level of actual DVBE participation met, regardless of whether or not a full three percent (3%) of the total contract bid amount was achieved. **Do not enter percentages as a decimal or fraction**, instead round numbers to the nearest whole number. **Do Not Enter any Dollar Figures in the "DVBE % Claimed" column.** The budget sheets, if required, that are submitted in your proposal should reflect the DVBE service providers identified above, unless you are uncertain of the budget period in which the DVBE will be used.

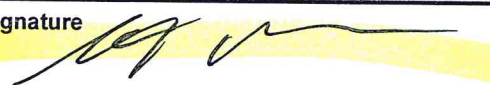
TIER = 0 = Prime Contractor 1 = Subcontractor/Supplier to the Prime 2 = Subcontractor/Supplier to Level 1
 3 = Subcontractor/Supplier to Level 2, etc.

Attach to this form, a copy of the current DVBE certification issued by DGS for each DVBE listed in the first column. If a new or renewed certification request was recently approved by DGS, but the confirming certification has not yet been received, place a footnote next to the DVBE's name and indicate on this form "Cert Pending" or "Cert To Follow".

Unless specifically indicated in the bid document, DHS will not accept state or federal business utilization plans in lieu of meeting DVBE participation and/or GFE requirements.

If necessary or desired, this form may be photocopied or reproduced in a like form for use in your bid response. If you choose to render a like copy by computer or other means, the instructions appearing on pages 1-6 may be omitted.

Please do not return or include in the bid response, a copy of the DVBE instructions preceding this form.

<u>Bidding/Proposing Firm's Name</u> S. Parker Engineering, Inc.	Signature 
Printed Name/Title Steve T. Parker, President	Date 2-10-2016

Supplier Profile

Certification ID : 42568

Legal Business Name:
REDI SUPPLY COMPANY

Doing Business As (DBA) Name1:
REDI SUPPLY COMPANY

Doing Business As (DBA) Name2:

Office Phone Number:
949/916-8040

Business Fax Number:
888/890-7973

Business Web Address:
<http://www.RediSupply.com>
(<http://www.RediSupply.com>)

Address:
220 W. GROVE AVE.
ORANGE
CA 92865

Contact Email:
sdrain@redisupply.com

Total No. of Employees:

Business Types:
Non-Manufacturer , Service

Notification Preference:
Email

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 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

[View Keywords](#)

[View Classifications](#)

Active Certifications

?

Certification Type	Status	From	To
DVBE	Approved	05/30/2012	04/30/2017
SB(Micro)	Approved	05/30/2012	04/30/2017

Certification History

?

[Return to Search](#)[\(http://www.dgs.ca.gov/\)](http://www.dgs.ca.gov/)[\(http://www.fiscal.ca.gov/\)](http://www.fiscal.ca.gov/)

© 2015-2016 Cal eProcure

[Search \(search.aspx\)](#) | [Privacy Policy](#)[\(http://fiscal.ca.gov/Privacy_Policy/index.html\)](http://fiscal.ca.gov/Privacy_Policy/index.html)[\(https://www.facebook.com/CalDGS\)](https://www.facebook.com/CalDGS)[\(https://twitter.com/CalifDGS\)](https://twitter.com/CalifDGS)

GOOD FAITH EFFORT

Steps 1 and 2

Show the date and method of contact with DHS **and** show the contacts made with one or more other California state agencies **and** the Federal SBA **and** one or more California local DVBE organizations (see DGS' Resource Packet).

DATE OF CONTACT	TIME OF CONTACT	NAME OF AGENCY OR ORGANIZATION CONTACTED	CONTACT METHOD (Enter voice mail, internet access, or name of person contacted)	PHONE NUMBER, E-MAIL, OR WWW ADDRESS
		Dept. of Health Services		(916) 324-0140
		Dept. of General Services' Small Business and DVBE Certification	Voice mail	(916) 375-4940 (800) 559-5529
		Dept. of General Services' Small Business and DVBE Certification	Internet access **	dgs.ca.gov/osbcr
		Federal Small Business Admin.	internet access only **	pro-net.sba.gov
			** Attach one copy of each Internet website page that you visit as proof of this portion of your good faith effort.	

Step 3

Show proof of advertising in one trade and one DVBE focus publication, **OR** one publication qualifying as both a trade and a DVBE focus publication. Be certain to attach the appropriate ad copies or other cited documentation.

NAME OF PUBLICATION SOURCE	PUBLICATION DATE(S)	TYPE OF PUBLICATION Check the one that applies.			COPY OF AD ATTACHED	AD CONTENT ATTACHED
		Trade	Focus	Both		

Step 4

Show proof that direct invitations to bid were transmitted to potential DVBEs by way of mail, telephone, personal e-mail, fax, or other method.

A. Attach, to this form, a **single sample** of an invitation to bid or solicitation that was transmitted directly to potential DVBEs. You may attach:

- One copy of the letter used to solicit bids from potential DVBEs, **or**
- One copy of the narrative content of an e-mailed invitation to bid sent to potential DVBEs, **or**
- A description of the verbal dialog with potential DVBEs, including date of contact, person contacted and business opportunities discussed.

B. Attach to this form a copy of the DVBE bidder list. This is the list of DVBE firms to whom direct solicitations or invitations to bid were transmitted.

- Include each DVBE firm's name, address, and telephone number. *(Continued on the next page)*

GOOD FAITH EFFORT (continued)

Step 5

Show that your firm has considered the interested DVBE firms that responded to your firm's ad(s) and/or direct solicitations. If no responses were received, indicate "none" on the first line of Column 1.

NAME OF DVBE(S) THAT RESPONDED (This column is self-explanatory)	INDICATE YOUR PROPOSED USE OF EACH DVBE (Complete the appropriate column below and show percentage use, if applicable)		REASON(S) FOR NOT CHOOSING TO USE THIS DVBE (Enter a business reason for not selecting each firm identified in Column 2B)
	COLUMN 2A Will Use ___ Percent	COLUMN 2B X = Will Not Use	
COLUMN 1			COLUMN 3
Redi Supply co.	39% _____ %		
	_____ %		
	_____ %		
	_____ %		
	_____ %		
	_____ %		
	_____ %		
	_____ %		
	_____ %		

Completion Instructions

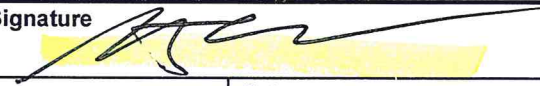
For each entry in Column 2A, transfer the firm's name and claimed percentage value to the form entitled "Actual DVBE Participation". **Do not enter percentages as a decimal or fraction**, instead round numbers to the nearest whole number. Complete Column 2A, only for those DVBEs that your firm fully intends to use. An entry in Column 2A will impose an obligation on your firm to use the DVBE firm shown for the percentage value claimed.

Place an "X" in Column 2B for each interested DVBE that your firm does not intend to use.

Complete Column 3 for each "X" placed in Column 2B. In Column 3, indicate the business reason(s) for not selecting the DVBE firm.

If necessary or desired, this form may be photocopied or reproduced in a like form for use in your bid response. If you choose to render a like copy by computer or other means, the instructions appearing on pages 1-6 may be omitted.

Sole authority rests with DHS to determine whether or not a bidder/proposer has successfully documented actual DVBE participation and/or whether a bidder/proposer has made an adequate GFE to achieve participation. Bidders/proposers may, at their sole option, choose to submit both forms in this package (documenting both full participation and a GFE) as insurance against a finding that the actual participation claimed is unacceptable. Should a bidder/proposer choose to do so, it may fax its proposed DVBE participation and/or Good Faith Effort forms to DHS at (916) 323-4091 for a preliminary acceptance review, prior to submitting these forms in a bid/proposal response. Do not transmit any other bid response materials to this telephone number. Preliminary DVBE acceptance reviews will be completed within 3 working days of receipt.

Bidding/Proposing Firm's Name S. Parker Engineering, Inc.	Signature 
Printed Name/Title Steve T. Parker	Date 2-10-2016

Bid Form

To: NEWPORT-MESA UNIFIED SCHOOL District, acting by and through its Governing Board, herein called the "DISTRICT."

1. The undersigned Bidder, having become familiarized with all the following documents including but not limited to the Invitation to Bid, Instruction to Bidders, Supplementary Instructions to Bidders, Information Available to Bidders, Bid Form, Bid Security, Designation of Subcontractors Form, Information Required of Bidder, all prequalification forms pursuant to Public Contract Code Section 20111.5, if any, Non-collusion Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Agreement, Escrow Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, Change Order Forms, all insurance requirements, Guarantee forms, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions and Supplementary Conditions, if any, Special Conditions, if any, scope of work statement, bid package categories, exhibits, drawings, specifications, and all modifications, addenda and amendments, if any (hereinafter called the Project Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Contract Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

Project: **Newport-Mesa Unified School District**

Concrete Time & Material District-wide Bid # 101-16

all in strict conformity with the Contract Documents, including Addenda, on file at the business office of the DISTRICT for the lump sum amounts set forth herein.

CONCRETE SCOPE OF WORK AND PRICING WORKSHEET

The award of the bid to the lowest, qualified, responsible bidder will be based on a **hypothetical project** using the hourly rates and unit prices provided by the bidders. The project consists of the following:

The District seeks a concrete contractor with a current A license to provide new and replacement concrete and related services at District-wide sites as determined by the District. The contractor is required to pay prevailing hourly wages for all employed trades, according to the California Division of Industrial Relations.

Identify hourly bill rates below for the listed labor categories. Rates will include all of the contractor's operating expenses (except outside equipment rental costs), bonding expenses, base prevailing wages, employee health and welfare benefits, supervisor and management expenses, overhead and profit. Any overtime charges must be approved by the District prior to the commencement of work. Overtime rates will be calculated commensurate with California labor compliance regulations. These rates and unit prices are to be used to calculate the cost of the hypothetical project on the Bid Form.

<u>Labor Category</u>	<u>Straight Time Rate (ST)</u>
Laborer	\$ <u>90.-</u>
Concrete Finisher	\$ <u>95.-</u>
Form Setter	\$ <u>95.-</u>
Foreman w/truck	\$ <u>95.-</u>
Other	<u>296</u> percentage off of list

Unit/Material Prices

<u>Equipment</u>	<u>Rate per Hour</u>
Skip Loader	\$ <u>120.-</u>
Cat 12 Grader	\$ <u>150.-</u>
Water Truck	\$ <u>120.-</u>
950 Loader	\$ <u>140.-</u>
10-wheel Dump Truck	\$ <u>110.-</u>
Rollers	\$ <u>110.-</u>
Utility Truck	\$ <u>60.-</u>
Lowbed Mover	\$ <u>125.-</u>

Backhoe	\$ <u>125.-</u>
Crew Truck	\$ <u>60.-</u>
Air Compressor	\$ <u>40.-</u>
Concrete Pump w/4" hose	\$ <u>125.-</u>
Street Sweeper	\$ <u>125.-</u>
Bobcat w/breaker	\$ <u>125.-</u>
Other	<u>290</u> percentage off of list

Dump Fees

Rubbish—Actual dump Fee	\$ <u>80.- per Ton</u>
Solids Disposal—Actual Dump Fee	\$ <u>120.- per Ton</u>
Other	<u>290</u> percentage off of list

Materials (Asphaltic Material Specifications are in Section 12 of the Bid)

Asphalt, per ton	\$ <u>200.-</u>
Rock Base, per ton	\$ <u>40.-</u>

Note: The District specification for all concrete materials is a 3,250 psi with ¾" rock mix unless otherwise indicated.

Percent discount off List Prices on all supplied materials or best column pricing (BCP) 290 %
(do not leave this space blank)

Note: All time and material price categories above shall be used only when the following square foot unit prices do not apply. Contractor shall provide a written proposal prior to the start of any project and the District must approve the proposal prior to the contractor starting work.

Unit Prices (per LF, SF, CY or EA, as indicated)

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>
1.	Construct 6" curb	up to 25 LF	\$ <u>44.-</u>
		26-100 LF	\$ <u>44.-</u>
		greater than 100 LF	\$ <u>42.-</u>

2.	Remove and replace 6" curb	up to 25 LF	\$ <u>42.-</u>
		26-100 LF	\$ <u>42.-</u>
		greater than 100 LF	\$ <u>40.-</u>
3.	Construct 8" curb	up to 25 LF	\$ <u>44.-</u>
		26-100 LF	\$ <u>44.-</u>
		greater than 100 LF	\$ <u>42.-</u>
4.	Remove and replace 8" curb	up to 25 LF	\$ <u>46.-</u>
		26-100 LF	\$ <u>46.-</u>
		greater than 100 LF	\$ <u>44.-</u>
5.	Construct 6" curb and gutter	up to 25 LF	\$ <u>100.-</u>
		26-100 LF	\$ <u>85.-</u>
		greater than 100 LF	\$ <u>75.-</u>
6.	Remove and replace 6" curb and gutter* up to 25 LF	\$ <u>100.-</u>	
		26-100 LF	\$ <u>24.-</u>
		greater than 100 LF	\$ <u>24.-</u>

7.	Construct 8" curb and gutter	up to 25 LF	\$ <u>100.-</u>
		26-100 LF	\$ <u>87.-</u>
		greater than 100 LF	\$ <u>67.-</u>
8.	Remove and replace 8" curb and gutter*	up to 25 LF	\$ <u>100.-</u>
		26-100 LF	\$ <u>25.-</u>
		greater than 100 LF	\$ <u>25.-</u>
9.	Construct 8" retaining curb	up to 25 LF	\$ <u>90.-</u>
		26-100 LF	\$ <u>85.-</u>
		greater than 100 LF	\$ <u>75.-</u>
10.	Construct concrete sidewalk (include soil removal and haul away)	up to 125 SF	\$ <u>30.-</u>
		126-800 SF	\$ <u>18.-</u>
		greater than 800 SF	\$ <u>16.-</u>
11.	Remove and replace 4" deep sidewalk* (include soil removal and haul away)	up to 125 SF	\$ <u>30.-</u>
		126-800 SF	\$ <u>12.-</u>
		greater than 800 SF	\$ <u>6.75</u>
12.	Construct driveway approach	up to 100 SF	\$ <u>35.-</u>
		101-400 SF	\$ <u>16.-</u>
		greater than 400 SF	\$ <u>14.-</u>

- | | | | |
|-----|--|---------------------|-----------------|
| 13. | Horizontal curb cut | up to 20 LF | \$ <u>40.-</u> |
| | | greater than 20 LF | \$ <u>35.-</u> |
| 14. | Adjust water valve can to grade | EA | \$ <u>600.-</u> |
| 15. | Remove and reconstruct concrete cross gutter,
spandrel local depression, and concrete pad* | | |
| | | up to 100 SF | \$ <u>10.-</u> |
| | | 101-400 SF | \$ <u>10.-</u> |
| | | greater than 400 SF | \$ <u>10.-</u> |
| 16. | Grind excess A.C. and PCC from existing
Improvements* | LF | \$ <u>1.00</u> |
| 17. | Install 8" x 8" x 16" cinderblock wall to a height of 40"
with bond beam 24" on center rebar top and bottom
(per cross section detail drawing); Footing and wall
only. No other hardscape.* | LF | \$ <u>70.-</u> |
| 18. | Sawcut, demo, and haul away courses of
existing cinderblock wall to 40" height
(include concrete footing)* | LF | \$ <u>6.-</u> |
| 19. | Install 4" thick rebar reinforced concrete
planter | LF | \$ <u>30.-</u> |

- | | | | |
|-----|--|---------------------|--------------------|
| 20. | Excavate and haul away existing soil. | CY | \$ <u>60.-</u> |
| | | | |
| 21. | Install 4" concrete slab reinforced with 1/2" rebar every 16" on center, scoring and/or sawcutting for control joints and apply a broom finish.* | up to 125 SF | \$ <u>30.-</u> |
| | | 126-800 SF | \$ <u>18.-</u> |
| | | greater than 800 SF | \$ <u>16.-</u> |
| | | | |
| 22. | Remove and replace a 4" concrete slab reinforced with 1/2" rebar every 16" on center, scoring and/or sawcutting for control joints and apply a broom finish. | up to 125 SF | \$ <u>30.-</u> |
| | | 126-800 SF | \$ <u>16.-</u> |
| | | greater than 800 SF | \$ <u>14.-</u> |
| | | | |
| 23. | Construct new ball wall (per cross section detail). | EA | \$ <u>18,000.-</u> |
| | | | |
| 24. | Construct concrete 4" wide by 8" deep flow line (or V channel) with four (4) each #5 rebar top and bottom. | up to 25 LF | \$ <u>50.-</u> |
| | | 26-100 LF | \$ <u>40.-</u> |
| | | greater than 100 LF | \$ <u>30.-</u> |

- **Note: Contractor is responsible for haul away and disposal of excess soils and concrete debris caused by the work and for site cleanup.**

Note: Price and rate increases at time of annual renewal only will be subject to the California Consumer Price Index (CPI) changes for the previous year, prior to the anniversary month of March, as a ceiling (Los Angeles Metropolitan Market). Increases based on significant changes in market condition for petroleum-based paving materials shall be mutually agreed to by the District and the contractor if these changes exceed the CPI.

Code of Conduct

The Contractor will perform in a safe and workmanlike manner using industry-accepted practices that ensure safety for District employees, students and visitors at or about the various work sites. While the District will make every effort to identify any underground obstacles prior to the start of any project, if the Contractor should find any underground obstacles, i.e., irrigation systems, natural gas lines or power lines, etc., the Contractor will notify the District before proceeding.

Bid Award Criteria

The award of the bid to the lowest, qualified and responsible bidder shall be based on a hypothetical project according to the hourly rates and unit prices listed above, as well as responsive compliance with all of the bid criteria.

Phase 1: Remove and replace 100 LF of 6" curb and gutter (#6). \$ 2400.-

Phase 2: Remove and replace 100 LF of 8" curb and gutter (#8). \$ 2500.-

Phase 3: Remove and replace a 275' long x 6' wide covered
concrete walkway, and grind 275 LF of raised and uneven
asphalt paving even with the new walkway (#11,#16) \$ 11412.50

Phase 4: Saw-cut, demolish, remove and haul away existing
courses of 125' long concrete block wall to a height of 40";
Scarify soil and allow drying for ten (10) days; Over-

excavate soil below new footing to a depth of 18", re-compact soil, and install a new 40" high 8" x 8" x 16" concrete block wall with bond beam 24" on center and re-bar top and bottom (per cross-section drawing); install footing and wall only; No other hardscape. (#17, #18)

\$ 9500. -

Phase 5: Remove and reconstruct 53 LF of concrete cross gutter,

spandrel local depression and concrete pad (#15)

\$ 530. -

Total Bid (Phase 1+Phase 2+Phase 3+Phase 4+Phase 5+Phase 6+Phase 7):

\$ 26342.50

In words: Twenty six Thousand Three Hundred forty Two Dollars & Fifty cents.

Addenda

The undersigned bidder has thoroughly examined any and all Addenda (if any) issued during the Bid Period and is thoroughly familiar with all the contents thereof and acknowledges receipt of the following Addenda:

(Bidder to list all Addenda): 

2. Each individual bid term shall be determined from visiting the work site, reviewing the drawings and specifications and all portions of the Project Documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, and the furnishing of tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, all as per the requirements of the Project Documents, whether or not expressly listed or designated.
3. It is understood that the DISTRICT reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.
4. The required bid security is attached.

5. The required list(s) of proposed subcontractors is attached hereto, and the undersigned represents and warrants that such list(s) is complete and in compliance with the Subletting and Subcontracting Fair Practices Act. Public Contract Code Sections 4100, et seq.
6. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the DISTRICT the Agreement and will also furnish and deliver to the DISTRICT the Faithful Performance Bond and a separate Payment Bond as specified, and certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business Enterprises Certification, if applicable, within ten (10) working days of the notice of award of the contract, or as otherwise requested in writing by the DISTRICT. It is understood that should bidder fail or refuse to return these documents as required by the DISTRICT, the bid security shall be forfeited to the DISTRICT. The bidder further agrees that the work shall be commenced by the bidder, if awarded the contract, on or before the tenth (10th) day after receiving the DISTRICT's Notice to Proceed, and shall be completed by the bidder in the time specified by the DISTRICT.
7. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder at the address stated below.
8. List the principals in your company that will be assigned to this project:

S. Parker Engineering, Inc. - Corporation
Steve T. Parker - President
Linda M. Parker - Secretary/Treasurer
9. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).
10. The undersigned hereby warrants that the bidder has an appropriate license, License No. 739476, Class A,B at the time of the bid opening, that such license entitles bidder to provide the work, that such license will be in full force and effect throughout the duration of performance of this Project. Bidder shall be nonresponsive if the Bidder is not licensed as required by the DISTRICT at the time of the bid opening. Any and all subcontractors to be employed by the undersigned shall have appropriate active licenses at the time of the bid opening.

11. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.
12. It is understood and agreed that if requested by the DISTRICT, the bidder shall furnish a notarized financial statement, references, and other information required by the DISTRICT sufficiently comprehensive to permit an appraisal of bidder's ability to perform the Project.
13. The undersigned hereby warrants that work will be assigned and completed on an as needed basis by the District; time is of the essence for each assigned project. The District project manager will provide a time estimate for each project. The undersigned agrees that failure to complete the work within the time set forth herein will result in the imposition of liquidated damages for each consecutive calendar day of delay in the amount of One Thousand Dollars (\$1000) per day per phase of construction. (Government Code Section 53069.85)
14. The required non-collusion affidavit properly notarized is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed affidavit will render the bidder automatically non-responsive.
15. Required Bid Form Attachments:
 - a. The required bid security ✓
 - b. The required list of designated Subcontractors ✓
 - c. The required non-collusion affidavit ✓

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

Individual Name: _____

Signed by: _____

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Partnership Name: _____

Signed by: _____

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Other Partner(s): _____

Corporation Name: S. Parekr Engineering, Inc.

(a California Corporation¹)

Business Address: 2783 Tern Circle

Costa Mesa, CA. 92626

Telephone: 714-241-0560

Signed by: [Signature], President, Date: 2-10-2016

Steve T. Parker, President

¹ A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

Joint Venture Name: _____

Signed by: _____, Joint Venture

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Other Parties to

If an individual: _____

Joint Venture:

(Name)

Signed by: _____ Print Name: _____

Date: _____

Doing Business as: _____;

Business Address: _____

Telephone: _____

If a Partnership: _____

(Name)

Signed by: _____, Partner

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

If a Corporation: S. Parker Engineering, Inc.

(a California Corporation)

Signed By:  Date: 2-10-2016

Print Name: Steve T. Parker Title: _____
President

Date: 2-10-2016

Business Address: 2783 Tern Circle

Costa Mesa, CA. 92626

Telephone: 714-241-0560

Bid Form Attachments

ALL OF THE BID FORM ATTACHMENTS LIST BELOW MUST BE SUBMITTED WITH BID PACKAGE.

1. Supplementary Instructions to Bidders – DVBE Good Faith Effort ✓ *ACTUAL PARTICIPANT*
2. Information Required of Bidders
3. Bid Bond
4. Designation of Subcontractors
5. Non-collusion Affidavit
6. Contractor and subcontractor DIR Registration

INFORMATION REQUIRED OF BIDDER

The Bidder shall furnish all the following information. Bidder shall carefully read and answer all questions to ensure completeness and accuracy. Failure to comply with this requirement may cause rejection of the bid. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the bidder and any of its owners, officers, directors, shareholders, principals, responsible managing officer (RMO) or responsible managing employee (RME). DISTRICT has discretion to request additional information depending on the Project.

- (1) Bidder name and address (Post Office Box Number not sufficient):

S. Parker Engineering, Inc.

2783 Tern Circle

Costa Mesa, CA. 92626

- (2) Telephone: 714-241-0560 Fax No.: 714-241-0665

Electronic Mail: sparkereing@sbcglobal.net

- (3) Individual ☐ Partnership ☐ Corporation ☒ Joint Venture ☐ (check one)

- (4) Bidder's License No. 739476 Class: A,B

License Expiration Date 8-31-2017

Name of License holder Steven T. Parker

- (5) Have you ever been licensed under a different name or different license number?

Yes ☒ No ☐ If "Yes," give name and license number.

728265 Parker Engineering - Sole Proprietor

- (6) Names and titles of all your owners, officers, principals, responsible managing officers and responsible managing employees:

Steve T. Parker - President

Joaquin Juarez (Jack) - Foreman

- (12) Have you ever defaulted on any school or public concrete project that resulted in a claim to a surety? Yes ____ No X If the answer is "Yes," give dates, names and addresses of school/public agency and details. _____

- (13) Have you been assessed damages (i.e., liquidated damages) for any public concrete project in the past ten (10) years? Yes ____ No X If the answer is "Yes," give dates, names, and addresses of public agency and details. _____

- (14) Have you ever brought any claim(s) against a public agency? Yes ____ No X If the answer is "Yes," please explain in detail name of public agency, nature of the claim and outcome. _____

- (15) Have you ever failed to complete a school or public concrete project in the last ten (10) years? Yes ____ No X If the answer is "Yes," provide name of public agency and details. _____

- (16) Have you been in litigation or arbitration or dispute of any kind on a question or questions relating to a public concrete project during the past ten (10) years? Yes ____ No X If the answer is "Yes," provide name of public agency and details. _____

- (17) List the names, addresses and telephone numbers of three Architects or Engineers whose jobs you have worked on in the past five (5) years.

<u>Name</u>	<u>Address</u>	<u>Telephone</u>
Rodriguez Engineering	1411 N. Batavia St. Ste#121 Orange, CA. 92867	714-998-2300
MTGL 2992 E. La Palma Ave. Ste "A"	Anaheim, CA. 92806	714-998-2300
Booth and Suarez Architects	325 Carlsbad Village Dr. Carlsbad, CA.	760-434-8474

- (18) Do you now or have you ever had any direct or indirect business, financial or other connection with any officer, employee or consultant of the DISTRICT or Architect?

Yes X No If so, please elaborate.

S. Parker Engineering, Inc. is currently under contract with
NMUSD for the Concrete Time and Materials District Wide Project
Contract # 104-11

- (19) List at least five (5) of your most recent school concrete projects.

- (1) Newport-Mesa Unified School District
- (2) Coastline Regional Occupational Program
- (3) Fontana Unified School District
- (4) Saddleback Valley USD
- (5) Buena Park School District

(20) Are you currently under contract for another project? Yes x No ____ If the answer is "Yes," please provide the following information:

(a) Project Number 1:

Name of Project: Concrete Removal and Replacement District Wide #104-11

Detailed Description: Concrete R&R

Name of Project Owner: Newport-Mesa Unified School District

Contract Amount: 150,000.00

Completion Date: March 21, 2016

(b) Project Number 2:

Name of Project: Annual Park and Facility Hardscape #A15-25

Detailed Description: concrete R&R

Name of Project Owner: City of Mission Viejo

Contract Amount: 55,000.00

Completion Date: 6/30/2016

(c) Project Number 3:

Name of Project: Concrete R&R of PCC Sidewalks, Curbs and Gutter, Drive Approaches and Cross Cutter #A15-24

Detailed Description: Concrete R&R

Name of Project Owner: City of Mission Viejo

Contract Amount: 328,500.00

Completion Date: 6/30/2016

(d) Project Number 4:

Name of Project: _____

Detailed Description: _____

Name of Project Owner: _____

Contract Amount: _____

Completion Date: _____

(e) Project Number 5:

Name of Project: _____

Detailed Description: _____

Name of Project Owner: _____

Contract Amount: _____

Completion Date: _____

(21) Are there projects not listed above that will be undertaken during the duration of DISTRICT's Project? Yes _____ No X If the answer is "Yes," please provide the following information:

(a) Project Number 1:

Name of Project: _____

Detailed Description: _____

Name of Project Owner: _____

Contract Amount: _____

Completion Date: _____

(b) Project Number 2:

Name of Project: _____

Detailed Description: _____

Name of Project Owner: _____

Contract Amount: _____

Completion Date: _____

(c) Project Number 3:

Name of Project: _____

Detailed Description: _____

Name of Project Owner: _____

Contract Amount: _____

Completion Date: _____

(d) Project Number 4:

Name of Project: _____

Detailed Description: _____

Name of Project Owner: _____

Contract Amount: _____

Completion Date: _____

(e) Project Number 5:

Name of Project: _____

Detailed Description: _____

Name of Project Owner: _____

Contract Amount: _____

Completion Date: _____

(22) Additional information required: _____

(23) List of References - Public concrete projects of similar nature in a school/community college/university within the last five (5) years. DISTRICT has discretion to require more than five (5) references.

1. Name: NEWPORT-MESA UNIFIED SCHOOL DISTRICT

Address and Telephone: 2985 "E" BEAR STREET
COSTA MESA, CA. 92626

Contact Person: NORM CHAPMAN

Description of Project: CONCRETE R+R DISTRICT WIDE

Dates of commencement and completion of Project: 3/2015 - 3/2016

Contract Amount: 150,000—

Architect: _____

Architect's Address and Telephone: _____

DSA or public agency inspector: NORM CHAPMAN

Address and Telephone: 714 424 5381
2985 'E' BEAR ST. COSTA MESA, CA. 92626

2. Name: CITY OF MISSION VIEJO

Address and Telephone: 27204 E LA PAZ RD
MISSION VIEJO CA. 92692

Contact Person: MR. HERB SMITH

Description of Project: ANNUAL PARK & FACILITY HARDSCAPE IMP.

Dates of commencement and completion of Project: 7/1/15 - 6/30/16

Contract Amount: 55,000—

Architect: _____

Architect's Address and Telephone: _____

DSA or public agency inspector: MR. HERB SMITH

Address and Telephone: 949 470 3095
27204 E. LA PAZ RD MISSION VIEJO CA 92692

3. Name: CITY OF MISSION VIEJO

Address and Telephone: 27204 E LA PAZ RD.

MISSION VIEJO, CA. 92692

Contact Person: MR. HERB SMITH

Description of Project: ANNUAL MAINTENANCE FOR R+R & PCC
SIDEWALKS, CURBS & GUTTER, DRIVEWAY APPROACHES

Dates of commencement and completion of Project: 7/1/2015 - 6/30/2016

Contract Amount: 328,500 -

Architect:

Architect's Address and Telephone:

DSA or public agency inspector: MR. HERB SMITH

Address and Telephone: 949 470 3095

27204 E. LA PAZ RD. MISSION VIEJO, CA. 92692

4. Name:

Address and Telephone:

Contact Person:

Description of Project:

Dates of commencement and completion of Project:

Contract Amount:

Architect:

Architect's Address and Telephone:

DSA or public agency inspector: _____

Address and Telephone: _____

5. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Project: _____

Dates of commencement and completion of Project: _____

Contract Amount: _____

Architect: _____

Architect's Address and Telephone: _____

DSA or public agency inspector: _____

Address and Telephone: _____

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing responses to the Information Required of Bidder are true and correct.

A handwritten signature in black ink, appearing to read "Steve T. Parker", is written over a yellow rectangular highlight. Below the signature is a horizontal line.

Signature

Steve T. Parker

Print Name

President

Title

Feb. 10, 2016

Date

Note: DISTRICT may wish to expand the scope of the "Information Required of Bidder" form and include additional questions.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/10/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Patriot Risk & Insurance Services 100 Spectrum Center Drive, Suite #400 Irvine, CA 92618 www.patrisk.com 0K07568	CONTACT NAME: PHONE (A/C, No, Ext): (949) 486-7900 FAX (A/C, No): (949) 486-7950 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A: Colony Insurance Company</td><td>NAIC # 39993</td></tr><tr><td>INSURER B: West American Insurance Company</td><td>44393</td></tr><tr><td>INSURER C: RSUI Indemnity Company</td><td>22314</td></tr><tr><td>INSURER D: Everest National Insurance Company</td><td>10120</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER A: Colony Insurance Company	NAIC # 39993	INSURER B: West American Insurance Company	44393	INSURER C: RSUI Indemnity Company	22314	INSURER D: Everest National Insurance Company	10120	INSURER E:		INSURER F:	
INSURER A: Colony Insurance Company	NAIC # 39993												
INSURER B: West American Insurance Company	44393												
INSURER C: RSUI Indemnity Company	22314												
INSURER D: Everest National Insurance Company	10120												
INSURER E:													
INSURER F:													
INSURED S. Parker Engineering Inc. 2783 Tern Circle Costa Mesa CA 92626													

COVERAGES**CERTIFICATE NUMBER:** 31295254**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	103GL000529804	8/1/2016	8/1/2017	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000																				
MED EXP (Any one person)	\$ 5,000																				
PERSONAL & ADV INJURY	\$ 1,000,000																				
GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	BAW1756649457	8/1/2016	8/1/2017	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NHA240719	8/1/2016	8/1/2017	<table><tr><td>EACH OCCURRENCE</td><td>\$ 3,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 3,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 3,000,000	AGGREGATE	\$ 3,000,000		\$								
EACH OCCURRENCE	\$ 3,000,000																				
AGGREGATE	\$ 3,000,000																				
	\$																				
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input checked="" type="checkbox"/>	7600006865161	2/1/2016	2/1/2017	<table><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER																					
E.L. EACH ACCIDENT	\$ 1,000,000																				
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Measure 'A' Project, - Limited Contract #7335-#719
Newport Mesa Unified School District and McCarthy Building Companies are named as Additional Insured as respects to General Liability and Auto Liability as per the endorsement attached as required by written contract. Waiver of subrogation applies to GL, Auto and WC and in favor of the additional insured per attached endorsement. 30-days notice of cancellation / 10-days for non-payment of premium.

CERTIFICATE HOLDER**CANCELLATION**

Newport Mesa Unified School District
2985 Bear Street, Building 'E'
Costa Mesa CA 92626

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Leonard E. Ziminsky

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

101-16

his bond was executed in
three (3) identical counterparts.

THE FINAL PREMIUM IS
PREDICATED ON THE
FINAL CONTRACT PRICE

Bond No. 024074812
Premium: \$5,500.00

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT:

WHEREAS, the Newport-Mesa Unified School District of Orange County, California (hereinafter referred to as "DISTRICT"), awarded to S. Parker Engineering, Inc. (hereinafter referred to as the "Contractor/Principal") the contract for the work described as No. 101-16 Concrete Time & Material District-Wide

WHEREAS, said Contractor/Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract which contract is incorporated herein by reference;

NOW, THEREFORE, we the undersigned Contractor, as Principal, and ^{*}Surety, a California admitted surety insurer are held and firmly bound to the DISTRICT for one hundred percent (100%) of the total amount payable by the DISTRICT under the terms of the contract awarded by the DISTRICT to the Contractor/Principal, lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

*Five Hundred Thousand and 00/100

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bonded Contractor/Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said contract which is attached hereto and incorporated herein by reference and any alteration and/or amendments thereof, made as therein provided, including, but not limited to, the provisions regarding contract duration and liquidated damages, all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of One (1) year(s) after the acceptance of the work by DISTRICT, during which time if Contractor/Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the DISTRICT from loss or damage made evident during the period of One (1) year(s) from the date of completion of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligation of Surety hereunder shall continue so long as any obligation of Contractor remains.

Whenever Contractor/Principal shall be, and is declared by the DISTRICT to be, in default under the contract, the DISTRICT having performed the DISTRICT's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly:

1. Complete the contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the DISTRICT, and make available as work progresses sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the

amount set forth above. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor/Principal by the DISTRICT under the contract and any modifications thereto, less the amount previously properly paid by the DISTRICT to the Contractor/Principal.

Surety expressly agrees that the DISTRICT may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Surety shall not utilize Contractor/Principal in completing the contract nor shall Surety accept a bid from Contractor/Principal for completion of the work if the DISTRICT, when declaring the Contractor/Principal in default, notifies Surety of the DISTRICT's objection to Contractor's/Principal's further participation in the completion of the work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the DISTRICT named herein or the successors or assigns of the DISTRICT. Any suit under this bond must be instituted within the applicable statute of limitations period.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Project documents, or of the work to be performed thereunder, shall in any way affect its obligations on this bond; and it does hereby waive notice of any change, extension of time, alteration or modification of the Project documents or of work to be performed thereunder.

Contractor/Principal and Surety agree that if the DISTRICT is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay DISTRICT's reasonable attorney's fees and costs incurred, with or without suit, in addition to the above amount.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 12th day of March, 2018.

CORPORATE SEAL, IF

S. Parker Engineering, Inc.

APPLICABLE, AND NOTARIAL

Contractor/Principal

ACKNOWLEDGEMENT OF

CONTRACTOR

By: 

Signature

Steve T. Parker, President

Print Name and Title

SEAL AND NOTARIAL
ACKNOWLEDGEMENT OF
SURETY

The Ohio Casualty Insurance Company

Surety

By: _____

Signature

(Mailing Address, Telephone

No. and Facsimile No. of Surety)

Dwight Reilly, Attorney-in-Fact

Print Name and Title

The Ohio Casualty Insurance Company

790 The City Drive South, Suite 200
Orange, CA 92868

Ph: (800) 763-9268 / Fax: (866) 547-9060

(Attach Attorney-in-Fact Certificate
and Required Acknowledgement)

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On March 12, 2018 before me, Michelle McNeill, Notary Public,
(Here insert name and title of the officer)

personally appeared Steve T. Parker,
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.

Michelle McNeill
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Faithfull Performance Bond

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date 3-12-18

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- 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 with a staple.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange)

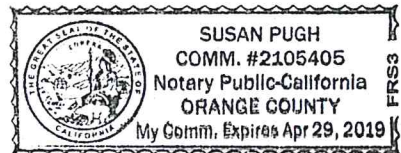
On March 12, 2018 before me, Susan Pugh, Notary Public
(insert name and title of the officer)

personally appeared Dwight Reilly,
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  (Seal)
Susan Pugh



This bond was executed in three(3)
identical counterparts.

THE FINAL PREMIUM IS
PREDICATED ON THE
FINAL CONTRACT PRICE
PAYMENT BOND

Bond No. 024074812

KNOW ALL PERSONS BY THESE PRESENT:

WHEREAS, the Newport-Mesa Unified School District of Orange County, California ("hereinafter referred to as DISTRICT"), has awarded to S. Parker Engineering, Inc., hereinafter referred to as the "Contractor/Principal" a contract for the work described as
No. 101-16 Concrete Time & Material District-Wide

WHEREAS, said Contractor/Principal is required by Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code to furnish a bond in connection with said contract;

The Ohio Casualty Insurance

NOW, THEREFORE, we, the Contractor/Principal and Company, as Surety, a California admitted surety insurer, are held firmly bound unto the DISTRICT for one hundred percent (100%) of the total amount payable by the DISTRICT under the terms of the contract awarded by the DISTRICT to the Contractor/Principal lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

*Five Hundred Thousand and 00/100 (\$500,000.00)

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Contractor/Principal, his/her or its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall fail to pay any person or persons named in Civil Code Section 3181 or fail to pay for any materials, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind, or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Section 13020 of the Unemployment Insurance Code with respect to work and labor thereon of any kind, then said Surety will pay for the same, in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees as shall be fixed by the court, awarded and taxed as provided in Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such person or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the DISTRICT and original contractor or on the part of any obligee named in such bond, but the sole

conditions of recovery shall be that claimant is a person described in Section 3110 and 3112 of the California Civil Code, and has not been paid the full amount of his/her or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

Any claims under this bond may be addressed to:

The Ohio Casualty Insurance Company
790 The City Drive South, Suite 200, Orange, CA 92868 (Name and address of Surety)

Commercial Surety Bond Agency (Name and address of agent or
representative in California,
1411 N. Batavia St., Suite 201, Orange, CA 92867 if different from above)

Ph: (800) 763-9268/ Fax: (866) 547-9060 Surety (Telephone and facsimile number of
Surety or agent or representative
Ph: (714) 516-1232 / Fax: (714) 516-9563 Agent in California)

IN WITNESS HEREOF, we have hereto set our hands and seals on this 12th day of March, 2018.

CORPORATE SEAL, IF
APPLICABLE, AND NOTARIAL
ACKNOWLEDGEMENT OF
CONTRACTOR

S. Parker Engineering, Inc.

Contractor/Principal

By: 

Signature

Steve T. Parker, President

Print Name and Title

SEAL AND NOTARIAL

ACKNOWLEDGEMENT OF

SURETY

(Mailing Address, Telephone and

Facsimile No. of Surety)

The Ohio Casualty Insurance Company

333 City Blvd. West, Suite 300
Orange, CA 92868

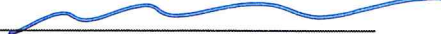
Ph: (800) 763-9268 / Fax: (866) 547-9060

(Attach Attorney-in-Fact Certificate and

Required Acknowledgement)

The Ohio Casualty Insurance Company

Surety

By: _____

Signature

Dwight Reilly, Attorney-In-Fact

Print Name and Title

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On March 12, 2018 before me, Michelle McNeill, Notary Public,
(Here insert name and title of the officer)

personally appeared Steve T. Parker,
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.


Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Payment Bond

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date 3-12-18

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- 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 with a staple.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

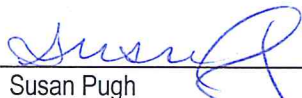
County of Orange)

On March 12, 2018 before me, Susan Pugh, Notary Public
(insert name and title of the officer)

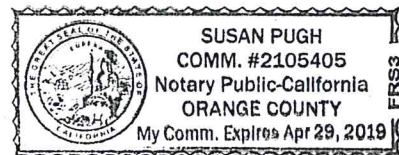
personally appeared Dwight Reilly,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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 
Susan Pugh

(Seal)



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. 7992556

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

Bond No. 024074812

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation 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, Arturo Ayala; Michael Castaneda; Daniel Huckabay; Dwight Reilly; Shaunna Rozelle Ostrom

all of the city of Orange, 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 26th day of January, 2018.



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company
By: David M. Carey
David M. Carey, Assistant Secretary

On this 26th day of January, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of 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 King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of 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 David M. Carey, 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, Renee C. Llewellyn, the undersigned, Assistant Secretary, 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 12th day of March, 2018.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

S. PARKER ENGINEERING, INC.
2783 Tern Circle
Costa Mesa, CA. 92626
(714) 241-0560 FAX# (714) 241-0665
Lic. #739476 Class: A, B
sparkereng@sbcglobal.net

March 19, 2018

Mr. Jeffery Trader
Newport-Mesa Unified School District
2985 E. Bear Street
Costa Mesa, CA 92626

Re: Contract #101-16 Concrete Repair/Replacement District Wide

Dear Mr. Jeffery Trader,

S. Parker Engineering, Inc. is pleased to renew the 101-16 Concrete Repair/Replacement District Wide Contract with NMUSD. We have enclosed three copies of the Faithful Performance Bond and three copies of the Payment Bond, as well as, three copies of our Insurance Certificates.

We look forward to continuing our relationship with NMUSD, and continuing the 101-16 Concrete Repair/Replacement District Wide Contract.

Thank you.

Respectfully,



Steve T. Parker
President

STP/Imp

This bond was executed in
three (3) identical counterparts.

THE FINAL PREMIUM IS
PREDICATED ON THE
FINAL CONTRACT PRICE
FAITHFUL PERFORMANCE BOND

Bond No. 024074812
Premium: \$5,500.00

KNOW ALL PERSONS BY THESE PRESENT:

WHEREAS, the Newport-Mesa Unified School District of Orange County, California (hereinafter referred to as "DISTRICT"), awarded to S. Parker Engineering, Inc. (hereinafter referred to as the "Contractor/Principal") the contract for the work described as No. 101-16 Concrete Time & Material District-Wide

WHEREAS, said Contractor/Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract which contract is incorporated herein by reference;

NOW, THEREFORE, we the undersigned Contractor, as Principal, and Surety, a California admitted surety insurer are held and firmly bound to the DISTRICT for one hundred percent (100%) of the total amount payable by the DISTRICT under the terms of the contract awarded by the DISTRICT to the Contractor/Principal, lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

*Five Hundred Thousand and 00/100

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bonded Contractor/Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said contract which is attached hereto and incorporated herein by reference and any alteration and/or amendments thereof, made as therein provided, including, but not limited to, the provisions regarding contract duration and liquidated damages, all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of One (1) year(s) after the acceptance of the work by DISTRICT, during which time if Contractor/Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the DISTRICT from loss or damage made evident during the period of One (1) year(s) from the date of completion of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligation of Surety hereunder shall continue so long as any obligation of Contractor remains.

Whenever Contractor/Principal shall be, and is declared by the DISTRICT to be, in default under the contract, the DISTRICT having performed the DISTRICT's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly:

1. Complete the contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the DISTRICT, and make available as work progresses sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the

amount set forth above. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor/Principal by the DISTRICT under the contract and any modifications thereto, less the amount previously properly paid by the DISTRICT to the Contractor/Principal.

Surety expressly agrees that the DISTRICT may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Surety shall not utilize Contractor/Principal in completing the contract nor shall Surety accept a bid from Contractor/Principal for completion of the work if the DISTRICT, when declaring the Contractor/Principal in default, notifies Surety of the DISTRICT's objection to Contractor's/Principal's further participation in the completion of the work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the DISTRICT named herein or the successors or assigns of the DISTRICT. Any suit under this bond must be instituted within the applicable statute of limitations period.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Project documents, or of the work to be performed thereunder, shall in any way affect its obligations on this bond; and it does hereby waive notice of any change, extension of time, alteration or modification of the Project documents or of work to be performed thereunder.

Contractor/Principal and Surety agree that if the DISTRICT is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay DISTRICT's reasonable attorney's fees and costs incurred, with or without suit, in addition to the above amount.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 12th day of March, 2018.

CORPORATE SEAL, IF

S. Parker Engineering, Inc.

APPLICABLE, AND NOTARIAL

Contractor/Principal

ACKNOWLEDGEMENT OF

CONTRACTOR

By: 

Signature

Steve T. Parker, President

Print Name and Title

SEAL AND NOTARIAL

ACKNOWLEDGEMENT OF

SURETY

The Ohio Casualty Insurance Company

Surety

By: 

Signature

(Mailing Address, Telephone

Dwight Reilly, Attorney-in-Fact

No. and Facsimile No. of Surety)

Print Name and Title

The Ohio Casualty Insurance Company

790 The City Drive South, Suite 200
Orange, CA 92868

Ph: (800) 763-9268 / Fax: (866) 547-9060

(Attach Attorney-in-Fact Certificate
and Required Acknowledgement)

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On March 12, 2018 before me, Michelle McNeill, Notary Public,
(Here insert name and title of the officer)

personally appeared Steve T. Parker,
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.



Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Faithfull Performance Bond

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date 3-12-18

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- 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 with a staple.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

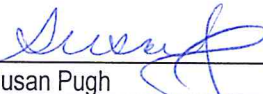
County of Orange)

On March 12, 2018 before me, Susan Pugh, Notary Public
(insert name and title of the officer)

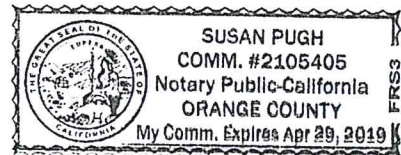
personally appeared Dwight Reilly,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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 
Susan Pugh

(Seal)



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. 7992557

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

Bond No. 024074812

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation 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, Arturo Ayala; Michael Castaneda; Daniel Huckabay; Dwight Reilly; Shaunna Rozelle Ostrom

all of the city of Orange, 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 26th day of January, 2018.



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 26th day of January, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of 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 King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

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

By: David M. Carey
David M. Carey, Assistant Secretary

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of 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 David M. Carey, 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, Renee C. Llewellyn, the undersigned, Assistant Secretary, 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 12th day of March, 2018.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

This bond was executed in three(3)
identical counterparts.

THE FINAL PREMIUM IS
PREDICATED ON THE
FINAL CONTRACT PRICE
PAYMENT BOND

Bond No. 024074812

KNOW ALL PERSONS BY THESE PRESENT:

WHEREAS, the Newport-Mesa Unified School District of Orange County, California ("hereinafter referred to as DISTRICT"), has awarded to S. Parker Engineering, Inc., hereinafter referred to as the "Contractor/Principal" a contract for the work described as
No. 101-16 Concrete Time & Material District-Wide

WHEREAS, said Contractor/Principal is required by Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code to furnish a bond in connection with said contract;
The Ohio Casualty Insurance

NOW, THEREFORE, we, the Contractor/Principal and Company, as Surety, a California admitted surety insurer, are held firmly bound unto the DISTRICT for one hundred percent (100%) of the total amount payable by the DISTRICT under the terms of the contract awarded by the DISTRICT to the Contractor/Principal lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

*Five Hundred Thousand and 00/100 (\$500,000.00)

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Contractor/Principal, his/her or its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall fail to pay any person or persons named in Civil Code Section 3181 or fail to pay for any materials, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind, or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Section 13020 of the Unemployment Insurance Code with respect to work and labor thereon of any kind, then said Surety will pay for the same, in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees as shall be fixed by the court, awarded and taxed as provided in Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such person or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the DISTRICT and original contractor or on the part of any obligee named in such bond, but the sole

conditions of recovery shall be that claimant is a person described in Section 3110 and 3112 of the California Civil Code, and has not been paid the full amount of his/her or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

Any claims under this bond may be addressed to:

The Ohio Casualty Insurance Company
790 The City Drive South, Suite 200, Orange, CA 92868 (Name and address of Surety)

Commercial Surety Bond Agency (Name and address of agent or
representative in California,
1411 N. Batavia St., Suite 201, Orange, CA 92867 if different from above)

Ph: (800) 763-9268/ Fax: (866) 547-9060 Surety (Telephone and facsimile number of
Surety or agent or representative
Ph: (714) 516-1232 / Fax: (714) 516-9563 Agent in California)

IN WITNESS HEREOF, we have hereto set our hands and seals on this 12th day of March, 2018.

CORPORATE SEAL, IF
APPLICABLE, AND NOTARIAL
ACKNOWLEDGEMENT OF
CONTRACTOR

S. Parker Engineering, Inc.

Contractor/Principal

By: 

Signature

Steve T. Parker, President

Print Name and Title

SEAL AND NOTARIAL

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On March 12, 2018 before me, Michelle McNeill, Notary Public
(Here insert name and title of the officer)

personally appeared Steve T. Parker
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.

Michelle McNeill
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Payment Bond

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date 3-12-18

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- 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 with a staple.

ACKNOWLEDGEMENT OF
SURETY

The Ohio Casualty Insurance Company

Surety

By: _____

Signature

Dwight Reilly, Attorney-In-Fact

Print Name and Title

(Mailing Address, Telephone and
Facsimile No. of Surety)

The Ohio Casualty Insurance Company

333 City Blvd. West, Suite 300
Orange, CA 92868

Ph: (800) 763-9268 / Fax: (866) 547-9060

(Attach Attorney-in-Fact Certificate and
Required Acknowledgement)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

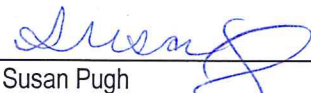
County of Orange)

On March 12, 2018 before me, Susan Pugh, Notary Public
(insert name and title of the officer)

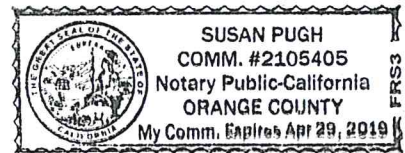
personally appeared Dwight Reilly,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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 
Susan Pugh

(Seal)



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. 7992558

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

Bond No. 024074812

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation 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, Arturo Ayala; Michael Castaneda; Daniel Huckabay; Dwight Reilly; Shaunna Rozelle Ostrom

all of the city of Orange, 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 26th day of January, 2018.



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 26th day of January, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of 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 King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

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

By: David M. Carey
David M. Carey, Assistant Secretary

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of 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 David M. Carey, 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, Renee C. Llewellyn, the undersigned, Assistant Secretary, 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 12th day of March, 2018.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/6/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Patriot Risk & Insurance Services 2415 Campus Drive, Suite #200 Irvine, CA 92612 www.patriotrisk.com 0K07568		CONTACT NAME: PHONE (A/C, No. Ext): (949) 486-7900 FAX (A/C, No): (949) 486-7950 E-MAIL ADDRESS:													
INSURED S. Parker Engineering Inc. 2783 Tern Circle Costa Mesa CA 92626		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A: Colony Insurance Company</td><td>39993</td></tr><tr><td>INSURER B: West American Insurance Company</td><td>44393</td></tr><tr><td>INSURER C: RSUI Indemnity Company</td><td>22314</td></tr><tr><td>INSURER D: Insurance Company of the West</td><td>27847</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>		INSURER A: Colony Insurance Company	39993	INSURER B: West American Insurance Company	44393	INSURER C: RSUI Indemnity Company	22314	INSURER D: Insurance Company of the West	27847	INSURER E:		INSURER F:	
INSURER A: Colony Insurance Company	39993														
INSURER B: West American Insurance Company	44393														
INSURER C: RSUI Indemnity Company	22314														
INSURER D: Insurance Company of the West	27847														
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 40706505**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		103GL000529805	8/1/2017	8/1/2018	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000																				
MED EXP (Any one person)	\$ 5,000																				
PERSONAL & ADV INJURY	\$ 1,000,000																				
GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAW1856649457	8/1/2017	8/1/2018	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION S			NHA243108	8/1/2017	8/1/2018	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 3,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 3,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 3,000,000	AGGREGATE	\$ 3,000,000		\$								
EACH OCCURRENCE	\$ 3,000,000																				
AGGREGATE	\$ 3,000,000																				
	\$																				
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			WSD503967700	2/1/2018	2/1/2019	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER																					
E.L. EACH ACCIDENT	\$ 1,000,000																				
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Project No. 101-16 Concrete Time and Material District Wide
Newport Mesa Unified School District is named as Additional Insured as respects to General Liability as per the endorsement attached as required by written contract. 30-days notice of cancellation / 10-days for non-payment of premium.

CERTIFICATE HOLDER**CANCELLATION**

Newport Mesa Unified School District
Attn: Mr. Jonathon Koyama
2985-A Bear Street
Costa Mesa CA 92626

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Leonard E. Ziminsky

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION – COMPLETED OPERATIONS & ONGOING
OPERATIONS AS SCHEDULED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Operations
WHERE REQUIRED BY WRITTEN CONTRACT	WHERE REQUIRED BY WRITTEN CONTRACT

A. Section II – Who Is An Insured is amended to include the person(s) or organization(s) shown in the Schedule (called additional insured), but only with respect to:

- (1) Liability for "bodily injury" or "property damage" caused, in whole or in part, resulting from "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard" when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be named as an additional insured on your policy.
- (2) Liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by resulting from:
 - (a) Your acts or omissions; or
 - (b) The acts or omissions of those acting on your behalf;in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. Section IV – Commercial General Liability Conditions, 4. Other Insurance is amended and the following added:

If you are required by written contract to provide primary insurance, the insurance afforded by this Coverage Part for the additional insured shown in the Schedule is primary insurance and we will not seek contribution from any other insurance available to that additional insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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. 7992555

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

Bond No. 024074812

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation 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, Arturo Ayala; Michael Castaneda; Daniel Huckabay; Dwight Reilly; Shaunna Rozelle Ostrom

all of the city of Orange, 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 26th day of January, 2018.



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 26th day of January, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of 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 King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company
By: David M. Carey
David M. Carey, Assistant Secretary

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of 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 David M. Carey, 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, Renee C. Llewellyn, the undersigned, Assistant Secretary, 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 12th day of March, 2018.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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.

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

This bond was executed in
three (3) identical counterparts.

THE FINAL PREMIUM IS
PREDICATED ON THE
FINAL CONTRACT PRICE

Bond No. 024074812
Premium: \$5,500.00

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT:

WHEREAS, the Newport-Mesa Unified School District of Orange County, California (hereinafter referred to as "DISTRICT"), awarded to S. Parker Engineering, Inc. (hereinafter referred to as the "Contractor/Principal") the contract for the work described as No. 101-16 Concrete Time & Material District-Wide

WHEREAS, said Contractor/Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract which contract is incorporated herein by reference;

NOW, THEREFORE, we the undersigned Contractor, as Principal, and ^{*}Surety, a California admitted surety insurer are held and firmly bound to the DISTRICT for one hundred percent (100%) of the total amount payable by the DISTRICT under the terms of the contract awarded by the DISTRICT to the Contractor/Principal, lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

*Five Hundred Thousand and 00/100

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bonded Contractor/Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said contract which is attached hereto and incorporated herein by reference and any alteration and/or amendments thereof, made as therein provided, including, but not limited to, the provisions regarding contract duration and liquidated damages, all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of One (1) year(s) after the acceptance of the work by DISTRICT, during which time if Contractor/Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the DISTRICT from loss or damage made evident during the period of One (1) year(s) from the date of completion of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligation of Surety hereunder shall continue so long as any obligation of Contractor remains.

Whenever Contractor/Principal shall be, and is declared by the DISTRICT to be, in default under the contract, the DISTRICT having performed the DISTRICT's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly:

1. Complete the contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the DISTRICT, and make available as work progresses sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the

amount set forth above. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor/Principal by the DISTRICT under the contract and any modifications thereto, less the amount previously properly paid by the DISTRICT to the Contractor/Principal.

Surety expressly agrees that the DISTRICT may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Surety shall not utilize Contractor/Principal in completing the contract nor shall Surety accept a bid from Contractor/Principal for completion of the work if the DISTRICT, when declaring the Contractor/Principal in default, notifies Surety of the DISTRICT's objection to Contractor's/Principal's further participation in the completion of the work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the DISTRICT named herein or the successors or assigns of the DISTRICT. Any suit under this bond must be instituted within the applicable statute of limitations period.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Project documents, or of the work to be performed thereunder, shall in any way affect its obligations on this bond; and it does hereby waive notice of any change, extension of time, alteration or modification of the Project documents or of work to be performed thereunder.

Contractor/Principal and Surety agree that if the DISTRICT is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay DISTRICT's reasonable attorney's fees and costs incurred, with or without suit, in addition to the above amount.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 12th day of March, 2018.

CORPORATE SEAL, IF

S. Parker Engineering, Inc.

APPLICABLE, AND NOTARIAL

Contractor/Principal

ACKNOWLEDGEMENT OF

CONTRACTOR

By: 

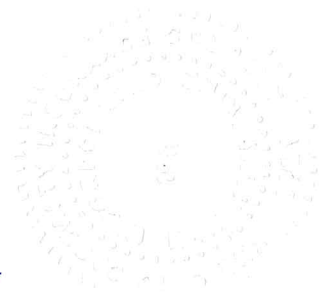
Signature

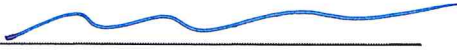
Steve T. Parker, President

Print Name and Title

SEAL AND NOTARIAL
ACKNOWLEDGEMENT OF
SURETY

The Ohio Casualty Insurance Company
Surety



By: 
Signature

(Mailing Address, Telephone

Dwight Reilly, Attorney-in-Fact

No. and Facsimile No. of Surety)

Print Name and Title

The Ohio Casualty Insurance Company

790 The City Drive South, Suite 200
Orange, CA 92868

Ph: (800) 763-9268 / Fax: (866) 547-9060

(Attach Attorney-in-Fact Certificate
and Required Acknowledgement)

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On March 12, 2018 before me, Michelle McNeill, Notary Public,
(Here insert name and title of the officer)

personally appeared Steve T. Parker,
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.

Michelle McNeill
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Faithfull Performance Bond

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date 3-12-18

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- 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 with a staple.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange)

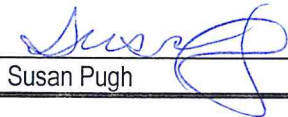
On March 12, 2018 before me, Susan Pugh, Notary Public
(insert name and title of the officer)

personally appeared Dwight Reilly,
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.

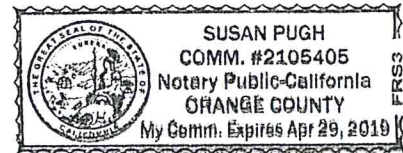
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature


Susan Pugh

(Seal)



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. 7992559

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

Bond No. 024074812

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation 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, Arturo Ayala; Michael Castaneda; Daniel Huckabay; Dwight Reilly; Shaunna Rozelle Ostrom

all of the city of Orange, 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 26th day of January, 2018.



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 26th day of January, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of 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 King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

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

By: David M. Carey
David M. Carey, Assistant Secretary

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of 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 David M. Carey, 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, Renee C. Llewellyn, the undersigned, Assistant Secretary, 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 12th day of March, 2018.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

This bond was executed in three(3)
identical counterparts.

THE FINAL PREMIUM IS
PREDICATED ON THE
FINAL CONTRACT PRICE
PAYMENT BOND

Bond No. 024074812

KNOW ALL PERSONS BY THESE PRESENT:

WHEREAS, the Newport-Mesa Unified School District of Orange County, California ("hereinafter referred to as DISTRICT"), has awarded to S. Parker Engineering, Inc., hereinafter referred to as the "Contractor/Principal" a contract for the work described as
No. 101-16 Concrete Time & Material District-Wide

WHEREAS, said Contractor/Principal is required by Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code to furnish a bond in connection with said contract;

The Ohio Casualty Insurance

NOW, THEREFORE, we, the Contractor/Principal and Company, as Surety, a California admitted surety insurer, are held firmly bound unto the DISTRICT for one hundred percent (100%) of the total amount payable by the DISTRICT under the terms of the contract awarded by the DISTRICT to the Contractor/Principal lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

*Five Hundred Thousand and 00/100 (\$500,000.00)

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Contractor/Principal, his/her or its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall fail to pay any person or persons named in Civil Code Section 3181 or fail to pay for any materials, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind, or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Section 13020 of the Unemployment Insurance Code with respect to work and labor thereon of any kind, then said Surety will pay for the same, in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees as shall be fixed by the court, awarded and taxed as provided in Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such person or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the DISTRICT and original contractor or on the part of any obligee named in such bond, but the sole

conditions of recovery shall be that claimant is a person described in Section 3110 and 3112 of the California Civil Code, and has not been paid the full amount of his/her or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

Any claims under this bond may be addressed to:

The Ohio Casualty Insurance Company
790 The City Drive South, Suite 200, Orange, CA 92868 (Name and address of Surety)

Commercial Surety Bond Agency (Name and address of agent or
representative in California,
1411 N. Batavia St., Suite 201, Orange, CA 92867 if different from above)

Ph: (800) 763-9268/ Fax: (866) 547-9060 Surety (Telephone and facsimile number of
Surety or agent or representative
Ph: (714) 516-1232 / Fax: (714) 516-9563 Agent in California)

IN WITNESS HEREOF, we have hereto set our hands and seals on this 12th day of March, 2018.

CORPORATE SEAL, IF
APPLICABLE, AND NOTARIAL
ACKNOWLEDGEMENT OF
CONTRACTOR

S. Parker Engineering, Inc.

Contractor/Principal

By: 

Signature

Steve T. Parker, President

Print Name and Title

SEAL AND NOTARIAL

ACKNOWLEDGEMENT OF

SURETY

The Ohio Casualty Insurance Company

Surety

By: _____

Signature

Dwight Reilly, Attorney-In-Fact

Print Name and Title

(Mailing Address, Telephone and

Facsimile No. of Surety)

The Ohio Casualty Insurance Company

333 City Blvd. West, Suite 300
Orange, CA 92868

Ph: (800) 763-9268 / Fax: (866) 547-9060

(Attach Attorney-in-Fact Certificate and

Required Acknowledgement)

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On March 12, 2018 before me, Michelle McNeill, Notary Public,
(Here insert name and title of the officer)

personally appeared Steve T. Parker,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) (s) 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.

Michelle McNeill

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Payment Bond

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date 3-12-18

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- 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 with a staple.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange)

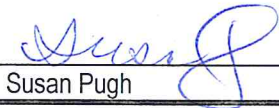
On March 12, 2018 before me, Susan Pugh, Notary Public
(insert name and title of the officer)

personally appeared Dwight Reilly,
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.

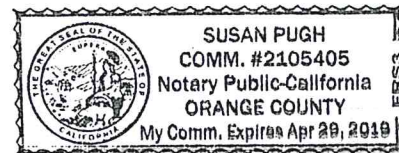
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature


Susan Pugh

(Seal)



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. 7992560

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

Bond No. 024074812

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation 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, Arturo Ayala; Michael Castaneda; Daniel Huckabay; Dwight Reilly; Shaunna Rozelle Ostrom

all of the city of Orange, 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 26th day of January, 2018.



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

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 26th day of January, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance 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 King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of 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 David M. Carey, 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, Renee C. Llewellyn, the undersigned, Assistant Secretary, 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 12th day of March, 20 18.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/6/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Patriot Risk & Insurance Services 2415 Campus Drive, Suite #200 Irvine, CA 92612 www.patrisk.com OK07568		CONTACT NAME: PHONE (A/C, No. Ext): (949) 486-7900 FAX (A/C, No): (949) 486-7950 E-MAIL ADDRESS:	
INSURED S. Parker Engineering Inc. 2783 Tern Circle Costa Mesa CA 92626		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Colony Insurance Company NAIC # 39993	
		INSURER B: West American Insurance Company 44393	
		INSURER C: RSUI Indemnity Company 22314	
		INSURER D: Insurance Company of the West 27847	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 40706505**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		103GL000529805	8/1/2017	8/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAW1856649457	8/1/2017	8/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NHA243108	8/1/2017	8/1/2018	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WSD503967700	2/1/2018	2/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Project No. 101-16 Concrete Time and Material District Wide
Newport Mesa Unified School District is named as Additional Insured as respects to General Liability as per the endorsement attached as required by written contract. 30-days notice of cancellation / 10-days for non-payment of premium.

CERTIFICATE HOLDER**CANCELLATION**

Newport Mesa Unified School District
Attn: Mr. Jonathon Koyama
2985-A Bear Street
Costa Mesa CA 92626

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Leonard E. Ziminsky

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION – COMPLETED OPERATIONS & ONGOING
OPERATIONS AS SCHEDULED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Operations
WHERE REQUIRED BY WRITTEN CONTRACT	WHERE REQUIRED BY WRITTEN CONTRACT

A. Section II – Who Is An Insured is amended to include the person(s) or organization(s) shown in the Schedule (called additional insured), but only with respect to:

- (1) Liability for "bodily injury" or "property damage" caused, in whole or in part, resulting from "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard" when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be named as an additional insured on your policy.
- (2) Liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by resulting from:
 - (a) Your acts or omissions; or
 - (b) The acts or omissions of those acting on your behalf;in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. Section IV – Commercial General Liability Conditions, 4. Other Insurance is amended and the following added:

If you are required by written contract to provide primary insurance, the insurance afforded by this Coverage Part for the additional insured shown in the Schedule is primary insurance and we will not seek contribution from any other insurance available to that additional insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK

(EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

CRIMINAL RECORDS CHECK CERTIFICATION

AB 1610, 1612 and 2102

To the Governing Board of Newport-Mesa Unified School District:

I/We, S. Parker Engineering, Inc., certify that:

Name of Contractor

1. I/We have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I/we will be performing for the District, my employees/agents may have contact with students of the District.
3. None of the employees/agents who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I/We declare under penalty of perjury that the foregoing is true and correct.

Executed at Costa Mesa, California on April 8th, 2016.

Date



Signature

Steve T. Parker

Typed or printed name

President

Title

2783 Tern Circle Costa Mesa, CA. 92626

Address

714-241-0560

Telephone

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK

(EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

CRIMINAL RECORDS CHECK CERTIFICATION

AB 1610, 1612 and 2102

To the Governing Board of Newport-Mesa Unified School District:

I/We, S. Parker Engineering, Inc., certify that:

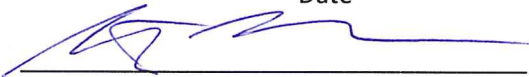
Name of Contractor

1. I/We have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I/we will be performing for the District, my employees/agents may have contact with students of the District.
3. None of the employees/agents who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I/We declare under penalty of perjury that the foregoing is true and correct.

Executed at Costa Mesa, California on April 8th, 2016.

Date



Signature

Steve T. Parker

Typed or printed name

President

Title

2783 Tern Circle Costa Mes, CA. 92626

Address

714-241-0560

Telephone

CONTRACTOR'S CERTIFICATE REGARDING
NON-ASBESTOS CONTAINING MATERIALS

Per the General Conditions:

Certification for S. Parker Engineering, Inc., We hereby certify that no Asbestos, or Asbestos Containing Materials shall be used in this Project or in any tools, devices, clothing, or equipment used to affect the various which we have installed in the Newport-Mesa Unified School District under Project/Bid No. 100-16.
projects

- (a) The Contractor further certifies that he/she has instructed his/her employees with respect to the above mentioned standards, hazards, risks and liabilities.
- (b) Asbestos and/or asbestos containing material shall be defined as all items containing but not limited to chrysotile, corcidolite, amosite, anthophyllite, tremolite and actinolite.
- (c) Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos containing material.
- (d) Any disputes involving the question of whether or not material contains asbestos shall be settled by electron microscopy. The costs of any such tests shall be paid by the Contractor if the material is found to contain asbestos.
- (e) All work or materials found to contain asbestos or work or material installed with asbestos containing equipment will be immediately rejected and this work will be removed at no additional cost to the District.

April 8th, 2016

Date

S. Parker Engineering, Inc.

Name of Contractor

By: 

Signature

Steve T. Parker

Print Name

President

Title

CONTRACTOR'S CERTIFICATE REGARDING
NON-ASBESTOS CONTAINING MATERIALS

Per the General Conditions:

Certification for S. Parker Engineering, Inc.. We hereby certify that no Asbestos, or Asbestos Containing Materials shall be used in this Project or in any tools, devices, clothing, or equipment used to affect the various _____ which we have installed in the Newport-Mesa Unified School District under Project/Bid No. 100-16.
projects

- (a) The Contractor further certifies that he/she has instructed his/her employees with respect to the above mentioned standards, hazards, risks and liabilities.
- (b) Asbestos and/or asbestos containing material shall be defined as all items containing but not limited to chrysotile, corcidolite, amosite, anthophyllite, tremolite and actinolite.
- (c) Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos containing material.
- (d) Any disputes involving the question of whether or not material contains asbestos shall be settled by electron microscopy. The costs of any such tests shall be paid by the Contractor if the material is found to contain asbestos.
- (e) All work or materials found to contain asbestos or work or material installed with asbestos containing equipment will be immediately rejected and this work will be removed at no additional cost to the District.

April 8th, 2016

Date

S. Parker Engineering, Inc.

Name of Contractor

By: 

Signature

Steve T. Parker

Print Name

President

Title

TOBACCO USE POLICY

In the interest of public health, the Newport-Mesa Unified School District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the Newport-Mesa Unified School District. Failure to abide with conditions could result in the termination of this agreement.

Each employee engaged in the performance of the contract will be given a copy of this statement and, as a condition of this Agreement, the Bidder agrees to abide by the terms.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I will adhere to the requirements of the policy.

S. Parker Engineering, Inc.

Name of Bidder

A handwritten signature in blue ink, appearing to be 'S. Parker', is written over a horizontal line.

Signature

April 8th, 2016

Date

TOBACCO USE POLICY

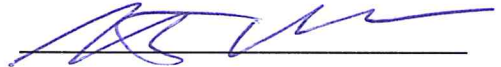
In the interest of public health, the Newport-Mesa Unified School District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the Newport-Mesa Unified School District. Failure to abide with conditions could result in the termination of this agreement.

Each employee engaged in the performance of the contract will be given a copy of this statement and, as a condition of this Agreement, the Bidder agrees to abide by the terms.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I will adhere to the requirements of the policy.

S. Parker Engineering, Inc.

Name of Bidder

A handwritten signature in blue ink, appearing to be 'S. Parker', written over a horizontal line.

Signature

April 8th, 2016

Date

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a. publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b. establishing a drug-free awareness program to inform employees about all of the following:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. the availability of drug counseling, rehabilitation and employee-assistance programs;
 - iv. the penalties that may be imposed upon employees for drug abuse violations;
- c. requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

S. Parker Engineering, Inc.

NAME OF CONTRACTOR



Signature

Steve T. Parker

Print Name

President

Title

April 8, 2016

Date

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a. publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b. establishing a drug-free awareness program to inform employees about all of the following:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. the availability of drug counseling, rehabilitation and employee-assistance programs;
 - iv. the penalties that may be imposed upon employees for drug abuse violations;
- c. requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

S. Parker Engineering, Inc.

NAME OF CONTRACTOR



Signature

Steve T. Parker

Print Name

President

Title

April 8th, 2016

Date

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. S. Parker Engineering, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) 2783 Tern Circle	Requester's name and address (optional)
	6 City, state, and ZIP code Costa Mesa, CA. 92626	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

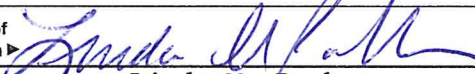
Social security number								
			-					
or								
Employer identification number								
3	3		-	0	7	5	6	8 1 1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ 	Date ▶ April 8, 2016
-----------	--	-----------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

WARRANTY and GUARANTEE

Guarantee for NMUSD. We hereby guarantee that the work performed, which we have installed in
for Project No. 101-16 district wide for

Newport-Mesa Unified School District

, has been done in accordance with the Project Documents and that the work as installed will fulfill the requirements included in the Project Documents. The undersigned agrees to repair or replace any or all of such work, together with any other adjacent work which may be displaced in connection with such repair or replacement, that may prove to be defective in workmanship or material within a period of One (1) years from the date of completion of the Project, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the undersigned's or undersigned surety's failure to commence and pursue with diligence said repairs or replacements within ten (10) calendar days after being notified in writing by the DISTRICT, the undersigned authorizes the DISTRICT to proceed to have said defects repaired or replaced and made good at the expense of the undersigned and surety who hereby agree to pay the costs and charges therefore immediately upon demand. (General Conditions Article 46(d))

S. Parker Engineering, Inc.
Steve T. Parker

Name of Contractor

By: 

Signature of Contractor

Steve T. Parker

Print Name

President

Title

Contractor shall provide copy of this Guarantee to Contractor's surety.

Guarantee (continued)

Name of Subcontractor

(if work performed by
subcontractor)

By: _____

Signature of Subcontractor

Print Name

Title

Representatives to be contacted for service:

Name: Steve T. Parker

Address: 2783 Tern Circle

Costa Mesa, CA. 92626

(714) 241-0560

Telephone Number: (714) 231-1405 cell

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 et. seq.) and any amendments thereof, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the bidder (prime contractor) in or about the construction of the work or improvement to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the bidder (prime contractor), specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the bidder's (prime contractor's) total bid and (b) the portion of the work which will be done by each subcontractor. The bidder (prime contractor) shall list only one subcontractor for each such portion as is defined by the bidder (prime contractor) in this bid.

If a bidder (prime contractor) fails to specify a subcontractor or if a bidder (prime contractor) specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the bidder's (prime contractor's) total bid, bidder shall be deemed to have agreed that bidder is fully qualified to perform that portion, and that bidder alone shall perform that portion. Violation of this requirement (including the procurement of a subcontractor for the Project if no subcontractor is specified) can result in the DISTRICT invoking the remedies of Public Contract Code Sections 4110 and 4111.

No bidder (prime contractor) whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the bidder's (prime contractor's) total bid as to which the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the bidder's (prime contractor's) total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, only after a finding reduced to writing as a public record of the DISTRICT awarding this contract setting forth the facts constituting the emergency or necessity.

Note: If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such alternate. Identify additional list of subcontractors by Alternate Bid No. _____.

Type of trade,
labor, or

Name of Subcontractor/DIR Reg. #

City

Concrete Cutting Gregg's Concrete Cutting, Inc. 1192 Zircon St. Corona, CA.

Contractor Lic. #637757 DIR# 1000015665 exp. 6/2016

Supply Co.

Redi Supply CO 220 W. Grove Ave

ORANGE CA 92865 DUNE CENT # 42368

Bidder agrees that within twenty-four (24) hours of the bid opening, Bidder shall provide the DISTRICT with the license number (if applicable), expiration date of license, complete address and telephone numbers of each listed subcontractor if such information is not available at the time of the bid opening.

Dated: Feb. 10, 2016

S. Parker Engineering, Inc. Steve T. Parker - President

Name of Bidder

By:

(Signature of Bidder)

Print Name: Steve T. Parker, President

Address: 2783 Tern Circle Costa Mesa, CA. 92626

NON-COLLUSION AFFIDAVIT

(Public Contract Code Section 7106)

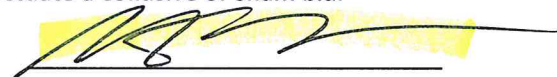
State of California)

) ss.

County of Orange)

_____)

Steve T. Parker _____, being first duly sworn, deposes and says that he or she is President of S. Parker Engineering, 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.



Steve T. Parker, President
Signature of Bidder

NOTARY FOR NONCOLLUSION AFFIDAVIT

Subscribed and sworn to (or affirmed) before me this 10 day of Feb, 2016



Signature of Notary

[SEAL OF NOTARY]



Michelle McNeill

Typed Name of Notary

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of ORANGE

On Feb 10, 2016 before me, Michelle McNeill, Notary Public
(Here insert name and title of the officer)

personally appeared Steve T. Parker

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.

Michelle McNeill
Signature of Notary Public



(Notary Seal)

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 _____

(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.
 - ❖ 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

**CERTIFICATION OF CONTRACTOR AND
SUBCONTRACTOR DIVISION OF INDUSTRIAL RELATIONS REGISTRATION**

Pursuant to Labor Code Section 1725.5, a contractor or subcontractor must be registered with the Department of Industrial relations in order to bid on, to be listed in a bid proposal or to engage in the performance of any defined public work contract.

I Steve T. Parker, President
certify that
(Name) (Title)

S. Parker Engineering, Inc. is currently registered as a contractor with the Department of
Industrial relations (DIR)
(Contractor's Name)

Contractor's DIS Registration Number: 1000002465

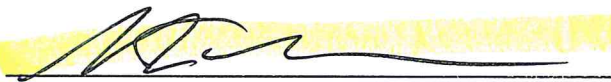
Expiration date June 30, 20 16

Contractor further acknowledges:

1. Contractor shall maintain DIR registered status for the duration of the project/bid without a gap in registration
2. Contractor shall note in its invitation to bid the DIR's registration requirement for all subcontractors and their subcontractors.
3. Contractor shall ensure that all subcontractors are registered at time of bid opening and maintain registered status for the duration of the project/bid.
4. Contractor is to furnish DIR Registration Number for all subcontractors on the project/bid within twenty four (24) hours of the bid opening.
5. Contractor shall substitute any subcontractor with a DIR registered contractor if listed subcontractor is unable to perform the work.

Failure to comply with any or all of the above may result in a determination of non-responsiveness.

I declare under penalty of perjury under California law that the foregoing is true and correct.


Signature Steve T. Parker
Feb. 10, 2016
Date

**CERTIFICATION OF CONTRACTOR AND
SUBCONTRACTOR DIVISION OF INDUSTRIAL RELATIONS REGISTRATION**

Pursuant to Labor Code Section 1725.5, a contractor or subcontractor must be registered with the Department of Industrial relations in order to bid on, to be listed in a bid proposal or to engage in the performance of any defined public work contract.

I Gregory Ryan President
certify that _____
(Name) (Title)

Gregg's Concrete Cutting, Inc. is currently registered as a contractor with the Department of
Industrial relations (DIR)
(Contractor's Name)

Contractor's DIS Registration Number: 1000015665

Expiration date June 30, 2016

Contractor further acknowledges:

1. Contractor shall maintain DIR registered status for the duration of the project/bid without a gap in registration
2. Contractor shall note in its invitation to bid the DIR's registration requirement for all subcontractors and their subcontractors.
3. Contractor shall ensure that all subcontractors are registered at time of bid opening and maintain registered status for the duration of the project/bid.
4. Contractor is to furnish DIR Registration Number for all subcontractors on the project/bid within twenty four (24) hours of the bid opening.
5. Contractor shall substitute any subcontractor with a DIR registered contractor if listed subcontractor is unable to perform the work.

Failure to comply with any or all of the above may result in a determination of non-responsiveness.

I declare under penalty of perjury under California law that the foregoing is true and correct.

Gregory Ryan
Signature Gregory Ryan
Feb. 10, 2016

Date

S. PARKER ENGINEERING, INC.

2783 Tern Circle

Costa Mesa, CA 92626

Phone: (714) 241-0560 • Fax: (714) 241-0665

Lic# 739476 • Class A & B

RECENT REFERENCES

Owner/Project Name

Newport –Mesa Unified School District
2985 E. Bear Street
Costa Mesa, CA 92626

Contact / Phone #

Norm Chapman – Inspector
(714) 424-5081

Project Name: Concrete Repair/Replacement District Wide
Bid #104-11

Annual Contract Amount: \$1,000,000.00

Owner/Project Name

City of Mission Viejo
27204 E. La Paz Road
Mission Viejo, CA 92692

Contact / Phone #

Herb Smith
Project Manager
(949) 470-3095

Project Name: Annual Park and Facility Hardscape Improvements

July 1, 2015 – June 2016

Contract Total: \$60,000.00

City of Mission Viejo
27204 E. La Paz Road
Mission Viejo, CA. 92692

Herb Smith
Project Manager
(949) 470-3095

Project Name: Annual Maintenance for Removal and Replacement of PCC, Sidewalks,
Curb & Gutter, Driveway Approaches and Cross-Gutters

July 1, 2015 – June 2016

Contract Total - \$328,500.00

S. PARKER ENGINEERING, INC.

2783 Tern Circle

Costa Mesa, CA 92626

Phone: (714) 241-0560 • Fax: (714) 241-0665

Lic# 739476 • Class A & B

RECENT PROJECTS AND REFERENCES

Owner/Project Name

City of Riverside
3900 Main Street
Riverside, CA 92522

Contact / Phone #

Ibrahim Massoud
Senior Engineer
(951) 826-5805

Project Name: 2007-08 ADA Footpath Improvements
CDBG Wheelchair Ramp Construction – Bid No. 6584

March 31, 2008 – June 13, 2008

Contract Total: \$257,900.00

Owner/Project Name

Fullerton Joint Union High School District
1051 W. Bastanchury Road
Fullerton, CA 92833

Contact / Phone #

Dave Hall - EHCC
Project Manager
(714) 738-4995

Project Name: Remove and Replace Sidewalk on Chapman Ave Between
Lemon Street and Pomona Ave at Fullerton Union High School
Bid No #0708-52 (EC 2007/08 #142)

January 31, 2008 – March 31, 2008

Contract Total: \$57,220

Owner/Project Name

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Contact / Phone #

Tom Banks
Project Manager
(714) 754-5343

Project Name: Construction of Parkway Concrete Repair and New Sidewalk
Project No. 07-27

December 12, 2007 – July 25, 2008

Contract Total: \$409,513.11

S. PARKER ENGINEERING, INC.

2783 Tern Circle

Costa Mesa, CA 92626

Phone: (714) 241-0560 • Fax: (714) 241-0665

Lic# 739476 • Class A & B

Owner/Project Name

County of San Bernardino
385 North Arrowhead Ave, 3rd Fl
San Bernardino, CA 92415

Contact / Phone #

Larry Herkelrath
Project Manager
(909) 387-3165

Project Name: Moabi Park Restroom Site Preparation
Project No. 7R00

October 31, 2007 – February 8, 2008

Contract Total: \$64,000.00

Owner/Project Name

City of Pasadena
100 North Garfield Ave
Pasadena, CA 91109

Contact / Phone #

Todd Holmes
Project Engineer
(626) 744-7329

Project Name: Memorial Park Playground
Contract No. 19, 409

August 28, 2007 – February 8, 2008

Contract Total: \$328,878.10

Owner/Project Name

City of Torrance
3031 Torrance Blvd.
Torrance, CA 90509

Contact / Phone #

Henry Completo
Associate Engineer
(310) 781-6900

Project Name: FY 2006-07 Curb, Gutter and Sidewalk Replacement Program
Bid No. B2006-37; Contract No. C2006-222

January 16, 2006 – August 10, 2007

Contract Total: \$1,264,999.82

S. PARKER ENGINEERING, INC.

2783 Tern Circle

Costa Mesa, CA 92626

Phone: (714) 241-0560 • Fax: (714) 241-0665

Lic# 739476 • Class A & B

Owner/Project Name

City of Huntington Beach

2000 Main Street

Huntington Beach, CA 92628

Contact / Phone #

Jason Churchill

Supervisor of Street and
Facilities Maintenance

Project Name: Construction of Curb Ramps @ Various Locations

Project No. MSC-435

October 2, 2006 – April 10, 2007

Contract Total: \$135,016.00

Owner/Project Name

Newport –Mesa Unified School District

2985 E. Bear Street

Costa Mesa, CA 92626

Contact / Phone #

Norm Chapman – Inspector

(714) 424-5081

Project Name: Pomona Elementary

PO #778M0757

January 19, 2007 – June 8, 2007

Contract Total: \$64,998.00

Owner/Project Name

City of San Juan Capistrano

32400 Paseo Adelanto

San Juan Capistrano, CA 92675

Contact / Phone #

Joe Mankawich

Associate Engineer
(949) 493-1171

Project Name: San Juan Creek Waterline Crossing at Via Estenage

Project No. CIP #752

June 20, 2006 – April 2, 2007

Contract Total: \$358,082.56

S. PARKER ENGINEERING, INC.

2783 Tern Circle

Costa Mesa, CA 92626

Phone: (714) 241-0560 • Fax: (714) 241-0665

Lic# 739476 • Class A & B

Owner/Project Name

City of Covina
125 East College Street
Covina, CA 91723

Contact / Phone #

Shawn McKnight
Construction Inspector
(626) 858-7251

Project Name: Covina Curb Ramp Access @ Various Locations
Project No. P0606; CDBG #600799-05

June 19, 2006 – October 25, 2006
Contract Total: \$70,600.00

Owner/Project Name

City of San Bernardino
300 North "D" Street
San Bernardino, CA 92418

Contact / Phone #

Danny Cwiak
Inspector
(909) 384-5111

Project Name: Construction of Pocket Park @ SE Corner of Norma Lane and
Stephanie Drive
Project No. PR 04-23

September 3, 2005 – October 18, 2006

Contract Total: \$166,833.63

S. PARKER ENGINEERING, INC.
2783 Tern Circle
Costa Mesa, CA. 92626
(714) 241-0560 FAX# (714) 241-0665
Lic. #739476 Class: A, B

April 13, 2016

Mr. Jonathon Koyama
Newport-Mesa Unified School District
2985 A- Bear Street
Costa Mesa, CA 92626

Re: Project Bid No. 101-16 Concrete Time and Material District Wide

Dear Mr. Jonathon Koyama,

Enclosed you will find all of the paperwork requested for the above referenced project.

- Two (2) signed originals of the Agreement
- Liability Insurance Certificates, with additionally insured endorsements (will be emailed).
- Three (3) Faithful Performance Bonds
- Three (3) Payment Bonds
- W9
- Two (2) Non-Asbestos Containing Materials
- Two (2) Tobacco Use Policy
- Two (2) Drug-Free Workplace Certification
- Two (2) Certification By Contractor Criminal Records Check
- Warranty and Guarantee

Should you have any questions, please contact me at (714) 241-0560 or (714) 231-1405.

Thank you.

Respectfully,



Steve T. Parker
President

STP/imp

AGREEMENT

THIS AGREEMENT, dated the 22nd day of March, 2016, in the County of Orange, State of California, is by and between NEWPORT-MESA UNIFIED SCHOOL DISTRICT, (hereinafter referred to as "DISTRICT"), and S. Parker Engineering Inc., (hereinafter referred to as "CONTRACTOR").

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to complete the Project known as #101-16 CONCRETE TIME & MATERIAL DISTRICT-WIDE according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice to Bid, Instructions for Bidders, Bid Form, Bid Security, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Non-collusion Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Escrow Agreement, if applicable, Drug-Free Workplace Certification, Criminal Records Check Certification, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, Bidding and Contract Requirements, General Conditions, Supplementary Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.
2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project Documents.
3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents,

according to the hourly and unit prices listed on the Bid Form. Individual site projects will be documented with a purchase order or Limited Contract (Measure F) and a notice of completion shall be filed upon the completion of each site project over fifteen thousand dollars (\$15,000). The District shall withhold ten percent (10%) retention of the total public works project costs over \$15,000, which is paid thirty five (35) days after the filing date of the notice of completion.

4. The work shall be commenced on or before the tenth (10th) day after receiving the DISTRICT'S Notice to Proceed and shall be completed on an as need basis during the term of the contract.

Note: The CONTRACTOR shall coordinate the scheduling of installations at various District wide sites with the Maintenance and Operations department of the DISTRICT or with McCarthy Companies, the DISTRICT's project manager. This agreement is for one (1) year with four (4) annual renewals available, subject to approval by the Board of Education, with a maximum expiration date of March 21, 2020.

5. Time is of the essence. If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of One Thousand Dollars (\$1,000) for each calendar day of delay within each phase until work is completed and accepted. Liquidated damages for concurrent phases will accumulate per phase. Time extensions may be granted by the DISTRICT as provided in Article 63 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 63 of the General Conditions.
6. Termination for Cause or Non-appropriation. In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a non-appropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

Termination for Convenience. DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT's convenience, CONTRACTOR shall:

- i. Cease operations as directed by DISTRICT in the notice;
- ii. Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- iii. Not terminate any insurance provisions required by the Project Documents.

In case of such termination for DISTRICT's convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, DISTRICT shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

7. Hold Harmless and Indemnification. To the fullest extent permitted by law, the CONTRACTOR, at the CONTRACTOR's sole cost and expense, agrees to fully defend, indemnify and hold harmless, the DISTRICT, including but not limited to any of its governing board members, officers, employees, PROJECT MANAGER and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:
 - i. Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.
 - ii. Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract,
 - iii. failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
 - iv. any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;
 - v. any breach of duty, obligation or requirement under the Project Documents;
 - vi. any failure to coordinate the work of other contractors;
 - vii. any failure to provide notice to any party as required under the Project Documents;

- viii. any failure to act in such a manner as to protect the DISTRICT and the Project from loss, cost, expense or liability; or
- ix. any failure to protect the property of any utility company or property owner.

The CONTRACTOR, at CONTRACTOR'S own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its Governing Board, officers, agents, employees, or PROJECT MANAGER on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its Governing Board, officers, agents, employees, or PROJECT MANAGER in any action, suit or other proceedings as a result thereof.

- 8. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain insurance coverages as set forth in Articles 16, 17, 18 and 19 of the General Conditions and as further set forth in the Supplementary Conditions. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.
- 9. Public Contract Code Section 22300 permits the substitution of securities for any retention monies withheld by the DISTRICT to ensure performance under this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the monies withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the CONTRACTOR. The DISTRICT retains the sole discretion to approve the bank selected by the CONTRACTOR to serve as escrow agent. Upon satisfactory completion of the Agreement, the securities shall be returned to the CONTRACTOR. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, the CONTRACTOR may request DISTRICT to make payment of earned retention monies directly to the escrow agent at the expense of the CONTRACTOR. Also at the CONTRACTOR's expense, the CONTRACTOR may direct investment of the payments into securities, and the CONTRACTOR shall receive interest earned on such investment upon the same conditions as provided for securities deposited by CONTRACTOR. Upon satisfactory completion of the Agreement, CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by escrow agent from DISTRICT pursuant to the terms of Section 22300.


- 10. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that Steve T. Parker, whose title is President, is authorized to act for and bind the corporation.

11. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.
12. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

DISTRICT

CONTRACTOR

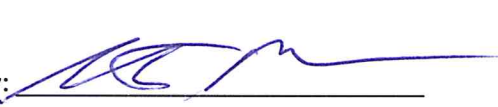
By: 
Signature

Paul H. Reed

Print Name

Deputy Superintendent and Chief Business Official

Title

By: 
Signature

Steve T. Parker

Print Name

President, S. Parker Engineering Inc.

Title

739476

Contractor's License No.
33-0756811

Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR, if corporation)

This bond was executed in three(3)
identical counterparts.

THE FINAL PREMIUM IS
PREDICATED ON THE
FINAL CONTRACT PRICE
FAITHFUL PERFORMANCE BOND

Bond No. 024066188
Premium: \$3,220.00

KNOW ALL PERSONS BY THESE PRESENT:

WHEREAS, the Newport-Mesa Unified School District of Orange County, California (hereinafter referred to as "DISTRICT"), awarded to S. Parker Engineering, Inc. (hereinafter referred to as the "Contractor/Principal") the contract for the work described as No. 101-16 Concrete Time & Material District-Wide

WHEREAS, said Contractor/Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract which contract is incorporated herein by reference;

NOW, THEREFORE, we the undersigned Contractor, as Principal, and ^{*}Surety, a California admitted surety insurer are held and firmly bound to the DISTRICT for ^{**}one hundred percent (100%) of the total amount payable by the DISTRICT under the terms of the contract awarded by the DISTRICT to the Contractor/Principal, lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

^{*}The Ohio Casualty Insurance Company
^{**}Two Hundred Seventy Two Thousand and 00/100 (\$272,000.00)

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bonded Contractor/Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said contract which is attached hereto and incorporated herein by reference and any alteration and/or amendments thereof, made as therein provided, including, but not limited to, the provisions regarding contract duration and liquidated damages, all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of One (1) year(s) after the acceptance of the work by DISTRICT, during which time if Contractor/Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the DISTRICT from loss or damage made evident during the period of One (1) year(s) from the date of completion of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligation of Surety hereunder shall continue so long as any obligation of Contractor remains.

Whenever Contractor/Principal shall be, and is declared by the DISTRICT to be, in default under the contract, the DISTRICT having performed the DISTRICT's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly:

1. Complete the contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the DISTRICT, and make available as work progresses sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the

amount set forth above. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor/Principal by the DISTRICT under the contract and any modifications thereto, less the amount previously properly paid by the DISTRICT to the Contractor/Principal.

Surety expressly agrees that the DISTRICT may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Surety shall not utilize Contractor/Principal in completing the contract nor shall Surety accept a bid from Contractor/Principal for completion of the work if the DISTRICT, when declaring the Contractor/Principal in default, notifies Surety of the DISTRICT's objection to Contractor's/Principal's further participation in the completion of the work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the DISTRICT named herein or the successors or assigns of the DISTRICT. Any suit under this bond must be instituted within the applicable statute of limitations period.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Project documents, or of the work to be performed thereunder, shall in any way affect its obligations on this bond; and it does hereby waive notice of any change, extension of time, alteration or modification of the Project documents or of work to be performed thereunder.

Contractor/Principal and Surety agree that if the DISTRICT is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay DISTRICT's reasonable attorney's fees and costs incurred, with or without suit, in addition to the above amount.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 8th day of April, 2016.

CORPORATE SEAL, IF

S. Parker Engineering, Inc.

APPLICABLE, AND NOTARIAL

Contractor/Principal

ACKNOWLEDGEMENT OF

CONTRACTOR

By:



Signature

Steve T. Parker, President

Print Name and Title

SEAL AND NOTARIAL

ACKNOWLEDGEMENT OF

SURETY

The Ohio Casualty Insurance Company

Surety

By:  _____

Signature

(Mailing Address, Telephone

Dwight Reilly, Attorney-In-Fact

No. and Facsimile No. of Surety)

Print Name and Title

The Ohio Casualty Insurance Company

790 The City Drive South, Suite 200
Orange, CA 92868

Ph: (800) 763-9268 / Fax: (866) 547-9060

(Attach Attorney-in-Fact Certificate
and Required Acknowledgement)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of ORANGE

On APR 18, 2016 before me, Michelle McNeill Notary Public
(Here insert name and title of the officer)

personally appeared Steve T. Parker

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.

Michelle McNeill
Signature of Notary Public



(Notary Seal)

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 _____

(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.
 - ❖ 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

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On April 8, 2016 before me, Karen L. Ritto, Notary Public
(insert name and title of the officer)

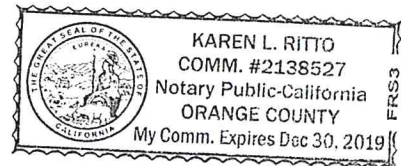
personally appeared Dwight Reilly,
who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~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

(Seal)



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. 7177950

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

Bond No. 024066188

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, Andrew Waterbury; Arturo Ayala; Daniel Huckabay; Dwight Reilly

all of the city of Orange, 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 13th day of November, 2015.



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

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 13th day of November, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance 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 Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, 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 David M. Carey, 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, Gregory W. Davenport, 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 8th day of April, 2016.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

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.

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

This bond was executed in three(3)
identical counterparts.

THE FINAL PREMIUM IS
PREDICATED ON THE
FINAL CONTRACT PRICE
PAYMENT BOND

Bond No. 024066188
Premium Included on
Performance Bond

KNOW ALL PERSONS BY THESE PRESENT:

WHEREAS, the Newport-Mesa Unified School District of Orange County, California ("hereinafter referred to as DISTRICT"), has awarded to S. Parker Engineering, Inc., hereinafter referred to as the "Contractor/Principal" a contract for the work described as
No. 101-16 Concrete Time & Material District-Wide

WHEREAS, said Contractor/Principal is required by Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code to furnish a bond in connection with said contract;

Now, THEREFORE, we, the Contractor/Principal and The Ohio Casualty Insurance Company, as Surety, a California admitted surety insurer, are held firmly bound unto the DISTRICT for*one hundred percent (100%) of the total amount payable by the DISTRICT under the terms of the contract awarded by the DISTRICT to the Contractor/Principal lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

*Two Hundred Seventy Two Thousand and 00/100 (\$272,000.00)

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Contractor/Principal, his/her or its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall fail to pay any person or persons named in Civil Code Section 3181 or fail to pay for any materials, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind, or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Section 13020 of the Unemployment Insurance Code with respect to work and labor thereon of any kind, then said Surety will pay for the same, in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees as shall be fixed by the court, awarded and taxed as provided in Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such person or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the DISTRICT and original contractor or on the part of any obligee named in such bond, but the sole

conditions of recovery shall be that claimant is a person described in Section 3110 and 3112 of the California Civil Code, and has not been paid the full amount of his/her or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

Any claims under this bond may be addressed to:

The Ohio Casualty Insurance Company
790 The City Drive South, Suite 200
Orange, CA 92868

(Name and address of Surety)

Commercial Surety Bond Agency

(Name and address of agent or

representative in California,

1411 N. Batavia St., Suite 201, Orange, CA 92867

if different from above)

Ph: (800) 763-9268/ Fax: (866) 547-9060 Surety

(Telephone and facsimile number of

Surety or agent or representative

Ph: (714) 516-1232 / Fax: (714) 516-9563 Agent

in California)

IN WITNESS HEREOF, we have hereto set our hands and seals on this 8th day of April, 2016.

CORPORATE SEAL, IF

S. Parker Engineering, Inc.

APPLICABLE, AND NOTARIAL

Contractor/Principal

ACKNOWLEDGEMENT OF

CONTRACTOR

By:



Signature

Steve T. Parker, President

Print Name and Title


SEAL AND NOTARIAL

ACKNOWLEDGEMENT OF

SURETY

The Ohio Casualty Insurance Company

Surety

By:  _____

Signature

Dwight Reilly, Attorney-In-Fact

Print Name and Title

(Mailing Address, Telephone and

Facsimile No. of Surety)

333 City Blvd. West, Suite 300
Orange, CA 92868

Ph: (800) 763-9268 / Fax: (866) 547-906

(Attach Attorney-in-Fact Certificate and
Required Acknowledgement)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of ORANGE

On APR 18, 2014 before me, Michelle McNeill, Notary Public,
(Here insert name and title of the officer)

personally appeared Steve T. Parker

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.

Michelle McNeill
Signature of Notary Public



(Notary Seal)

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 _____

(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.
 - ❖ 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

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California


County of Orange)

On April 8, 2016 before me, Karen L. Ritto, Notary Public
(insert name and title of the officer)

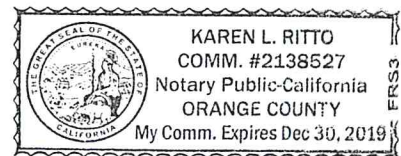
personally appeared Dwight Reilly,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~
his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) 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 
Karen L. Ritto

(Seal)



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. 7177951

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

Bond No. 024066188

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, Andrew Waterbury; Arturo Ayala; Daniel Huckabay; Dwight Reilly

all of the city of Orange, 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 13th day of November, 2015.



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

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 13th day of November, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance 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 Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, 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 David M. Carey, 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, Gregory W. Davenport, 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 8th day of April, 2016.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

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.

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

This bond was executed in three(3) identical counterparts.

THE FINAL PREMIUM IS
PREDICATED ON THE
FINAL CONTRACT PRICE

FAITHFUL PERFORMANCE BOND

Bond No. 024066188
Premium: \$3,220.00

KNOW ALL PERSONS BY THESE PRESENT:

WHEREAS, the Newport-Mesa Unified School District of Orange County, California (hereinafter referred to as "DISTRICT"), awarded to S. Parker Engineering, Inc. (hereinafter referred to as the "Contractor/Principal") the contract for the work described as No. 101-16 Concrete Time & Material District-Wide

WHEREAS, said Contractor/Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract which contract is incorporated herein by reference;

NOW, THEREFORE, we the undersigned Contractor, as Principal, and Surety, a California admitted surety insurer are held and firmly bound to the DISTRICT for one hundred percent (100%) of the total amount payable by the DISTRICT under the terms of the contract awarded by the DISTRICT to the Contractor/Principal, lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

*The Ohio Casualty Insurance Company
**Two Hundred Seventy Two Thousand and 00/100 (\$272,000.00)

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bonded Contractor/Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said contract which is attached hereto and incorporated herein by reference and any alteration and/or amendments thereof, made as therein provided, including, but not limited to, the provisions regarding contract duration and liquidated damages, all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of One (1) year(s) after the acceptance of the work by DISTRICT, during which time if Contractor/Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the DISTRICT from loss or damage made evident during the period of One (1) year(s) from the date of completion of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligation of Surety hereunder shall continue so long as any obligation of Contractor remains.

Whenever Contractor/Principal shall be, and is declared by the DISTRICT to be, in default under the contract, the DISTRICT having performed the DISTRICT's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly:

1. Complete the contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the DISTRICT, and make available as work progresses sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the

amount set forth above. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor/Principal by the DISTRICT under the contract and any modifications thereto, less the amount previously properly paid by the DISTRICT to the Contractor/Principal.

Surety expressly agrees that the DISTRICT may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Surety shall not utilize Contractor/Principal in completing the contract nor shall Surety accept a bid from Contractor/Principal for completion of the work if the DISTRICT, when declaring the Contractor/Principal in default, notifies Surety of the DISTRICT's objection to Contractor's/Principal's further participation in the completion of the work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the DISTRICT named herein or the successors or assigns of the DISTRICT. Any suit under this bond must be instituted within the applicable statute of limitations period.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Project documents, or of the work to be performed thereunder, shall in any way affect its obligations on this bond; and it does hereby waive notice of any change, extension of time, alteration or modification of the Project documents or of work to be performed thereunder.

Contractor/Principal and Surety agree that if the DISTRICT is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay DISTRICT's reasonable attorney's fees and costs incurred, with or without suit, in addition to the above amount.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 8th day of April, 2016.

CORPORATE SEAL, IF

S. Parker Engineering, Inc.

APPLICABLE, AND NOTARIAL

Contractor/Principal

ACKNOWLEDGEMENT OF

CONTRACTOR

By:  _____

Signature

Steve T. Parker, President

Print Name and Title

SEAL AND NOTARIAL

ACKNOWLEDGEMENT OF

SURETY

The Ohio Casualty Insurance Company

Surety

By:  _____

Signature

(Mailing Address, Telephone

Dwight Reilly, Attorney-In-Fact

No. and Facsimile No. of Surety)

Print Name and Title

The Ohio Casualty Insurance Company

790 The City Drive South, Suite 200
Orange, CA 92868

Ph: (800) 763-9268 / Fax: (866) 547-9060

(Attach Attorney-in-Fact Certificate
and Required Acknowledgement)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On April 8, 2016 before me, Michelle McNeill Notary Public
(Here insert name and title of the officer)

personally appeared Steve T. Parker

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

(Notary Seal)



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 _____

(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.
 - ❖ 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

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange)

On April 8, 2016 before me, Karen L. Ritto, Notary Public
(insert name and title of the officer)

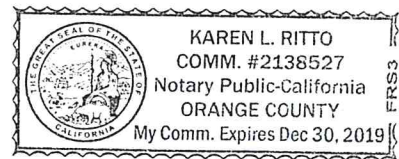
personally appeared Dwight Reilly,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity~~(ies)~~, and that 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 
Karen L. Ritto

(Seal)



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. 7177949

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

Bond No. 024066188

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, Andrew Waterbury; Arturo Ayala; Daniel Huckabay; Dwight Reilly

all of the city of Orange, 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 13th day of November, 2015.



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

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 13th day of November, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance 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 Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, 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 David M. Carey, 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, Gregory W. Davenport, 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 8th day of April, 2016.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

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.

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

This bond was executed in three(3)
identical counterparts.

THE FINAL PREMIUM IS
PREDICATED ON THE
FINAL CONTRACT PRICE
PAYMENT BOND

Bond No. 024066188
Premium Included on
Performance Bond

KNOW ALL PERSONS BY THESE PRESENT:

WHEREAS, the Newport-Mesa Unified School District of Orange County, California ("hereinafter referred to as DISTRICT"), has awarded to S. Parker Engineering, Inc., hereinafter referred to as the "Contractor/Principal" a contract for the work described as
No. 101-16 Concrete Time & Material District-Wide

WHEREAS, said Contractor/Principal is required by Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code to furnish a bond in connection with said contract;

NOW, THEREFORE, we, the Contractor/Principal and The Ohio Casualty Insurance Company, as Surety, a California admitted surety insurer, are held firmly bound unto the DISTRICT for*one hundred percent (100%) of the total amount payable by the DISTRICT under the terms of the contract awarded by the DISTRICT to the Contractor/Principal lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

*Two Hundred Seventy Two Thousand and 00/100 (\$272,000.00)

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Contractor/Principal, his/her or its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall fail to pay any person or persons named in Civil Code Section 3181 or fail to pay for any materials, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind, or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Section 13020 of the Unemployment Insurance Code with respect to work and labor thereon of any kind, then said Surety will pay for the same, in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees as shall be fixed by the court, awarded and taxed as provided in Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such person or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the DISTRICT and original contractor or on the part of any obligee named in such bond, but the sole

conditions of recovery shall be that claimant is a person described in Section 3110 and 3112 of the California Civil Code, and has not been paid the full amount of his/her or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

Any claims under this bond may be addressed to:

The Ohio Casualty Insurance Company
790 The City Drive South, Suite 200
Orange, CA 92868 (Name and address of Surety)

Commercial Surety Bond Agency (Name and address of agent or
representative in California,
1411 N. Batavia St., Suite 201, Orange, CA 92867 if different from above)

Ph: (800) 763-9268/ Fax: (866) 547-9060 Surety (Telephone and facsimile number of
Surety or agent or representative

Ph: (714) 516-1232 / Fax: (714) 516-9563 Agent in California)

IN WITNESS HEREOF, we have hereto set our hands and seals on this 8th day of April, 2016.

CORPORATE SEAL, IF

S. Parker Engineering, Inc.

APPLICABLE, AND NOTARIAL

Contractor/Principal

ACKNOWLEDGEMENT OF

CONTRACTOR

By: 

Signature

Steve T. Parker, President

Print Name and Title

SEAL AND NOTARIAL

ACKNOWLEDGEMENT OF

SURETY

(Mailing Address, Telephone and
Facsimile No. of Surety)

333 City Blvd. West, Suite 300
Orange, CA 92868

Ph: (800) 763-9268 / Fax: (866) 547-906

(Attach Attorney-in-Fact Certificate and
Required Acknowledgement)

The Ohio Casualty Insurance Company

Surety

By: _____



Signature

Dwight Reilly, Attorney-In-Fact

Print Name and Title

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of ORANGE

On APRIL 8 2016 before me, Michelle McNeill, Notary Public
(Here insert name and title of the officer)

personally appeared Steve T. Parker

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

Michelle McNeill
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 _____

(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.
 - ❖ 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

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange)

On April 8, 2016 before me, Karen L. Ritto, Notary Public
(insert name and title of the officer)

personally appeared Dwight Reilly,
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~~
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.

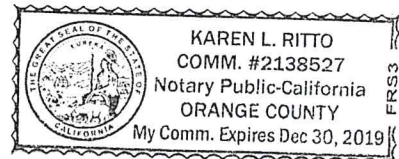
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Karen L. Ritto

(Seal)



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. 7177947

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

Bond No. 024066188

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, Andrew Waterbury; Arturo Ayala; Daniel Huckabay; Dwight Reilly

all of the city of Orange, 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 13th day of November, 2015.



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

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 13th day of November, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance 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 Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, 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 David M. Carey, 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, Gregory W. Davenport, 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 8th day of April, 2016.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

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.

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

AFFIDAVIT OF PUBLICATION
STATE OF CALIFORNIA,)

) ss.

County of Orange)

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of **The Orange County Register**, a newspaper of general circulation, published in the city of Santa Ana, County of Orange, and which newspaper has been adjudged to be a newspaper of general circulation by the Superior Court of the County of Orange, State of California, under the date of November 19, 1905, Case No. A-21046, that the notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

January 8, 15, 2016

"I certify (or declare) under the penalty of perjury under the laws of the State of California that the foregoing is true and correct":

Executed at Santa Ana, Orange County, California, on

Date: January 15, 2016

Signature

The Orange County Register
625 N. Grand Ave.
Santa Ana, CA 92701
(714) 796-2209

PROOF OF PUBLICATION

NEWPORT-MESA UNIFIED SCHOOL DISTRICT

Concrete Repair/Replacement Time and Material District-wide
Bid #101-16

1.01 BID TIME, DATE AND PLACE:

- A. Bid Opening Date and Time Deadline: Friday, February 19, 2016, 2:00 PM PST
B. Place of Bid Receipt: Newport-Mesa Unified School District - Purchasing
2985 Bear Street, Building B, Costa Mesa, CA. 92626
C. Project Name: Concrete Repair/Replacement Time & Material District-wide Bid
D. Mandatory Pre-Bid Conference: January 22, 2016, at 2:00 PM PST
2985 Bear St Costa Mesa, CA 92626

1.02 SUMMARY OF WORK:

Project Description:

This project consists of replacing, repairing or maintaining pavement sites throughout the District on an as needed basis.

1.03 NOTICE:

- A. NOTICE IS HEREBY GIVEN that Newport-Mesa Unified School District acting by and through its Governing Board, hereby receives sealed bids for award of a contract for the above-named Project up to, but not later than the bid deadline date, and that the successful bidder shall be required to execute the contract within the time specified in the bid.
B. Bids shall be received in the place identified above. Whether or not bids are opened exactly at the time fixed in the notice, no bid will be received after the bid deadline.
C. The bid package will be available at www.nmusd.us/bids for downloading.
D. Pursuant to the requirements of Labor Code Section 1770 et. seq., the successful bidder and each subcontractor of any tier will be required to pay not less than the general prevailing rates of per-diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the contract ("Wages").
E. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, to execute a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractor's current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.
F. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Bidding on this project, it shall be the Bidder's sole responsibility to evaluate and include the cost of compliance with all labor compliance requirements under this contract and applicable law in its bid.
G. Each BIDDER must post a bid bond or other security in the amount of **10%** of the amount of the bid with the value of the bid will be based on a hypothetical project identified in the bid documents.
H. Each BIDDER, simultaneously with the execution of the Contract Agreement, will be required to furnish a Labor Performance Bond in an amount equal to 100 percent of the Contract sum and a Faithful Performer Bond in an amount equal to 100 percent of the Contract sum, but not less than \$100,000. Said Bonds shall be admitted California Surety satisfactory to the District and listed in the Federal Register, issued by the Department of Treasury and licensed in California. Said Bonds shall remain in full force and effect through the entire contract term and be licensed in the applicable classifications for the trades for which the contractor is submitting a bid.
I. The BIDDER shall be a licensed contractor pursuant to the Business and Professions Code: Div. 3, Ch. 9, and be licensed in the applicable classifications for the trades for which the contractor is submitting a bid.
J. This project has 3% Disabled Veteran Business Enterprise participation goals.
K. Questions about this PROJECT should be directed to:
Contact: Norm Chapman Telephone: 714/424-7539
Firm: Newport-Mesa USD FAX: 714/424-7581
L. No Bid may be withdrawn until sixty (60) days after the Bid Opening Date.
M. The District reserves the right to reject any and all bids or to waive irregularities in any bid.
N. Newport Mesa Unified School District is an "equal opportunity" employer.
O. No telephone or facsimile machine will be available to bidders on the DISTRICT premises at the time of bid.

Published: Orange County Register January 8, 15, 2016 R-24 10124307

AFFIDAVIT OF PUBLICATION

STATE OF CALIFORNIA,)

) ss.

County of Orange)

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of **The Orange County Register**, a newspaper of general circulation, published in the city of Santa Ana, County of Orange, and which newspaper has been adjudged to be a newspaper of general circulation by the Superior Court of the County of Orange, State of California, under the date of November 19, 1905, Case No. A-21046, that the notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

January 8, 15, 2016

"I certify (or declare) under the penalty of perjury under the laws of the State of California that the foregoing is true and correct":

Executed at Santa Ana, Orange County, California, on

Date: January 15, 2016

Signature

The Orange County Register
625 N. Grand Ave.
Santa Ana, CA 92701
(714) 796-2209

PROOF OF PUBLICATION

NEWPORT-MESA UNIFIED SCHOOL DISTRICT

**Concrete Repair/Replacement Time and Material District-wide
Bid #101-16**

1.01 BID TIME, DATE AND PLACE:

- A. Bid Opening Date and Time Deadline: Friday, February 19, 2016, 2:00 PM PST
B. Place of Bid Receipt: Newport-Mesa Unified School District - Purchasing
2985 Bear Street, Building B, Costa Mesa, CA. 92626
C. Project Name: Concrete Repair/Replacement Time & Material District-wide Bid
D. Mandatory Pre-Bid Conference: January 22, 2016, at 2:00 PM PST
2985 Bear St Costa Mesa, CA 92626

1.02 SUMMARY OF WORK:

Project Description:

This project consists of replacing, repairing or maintaining pav
sites throughout the District on an as needed basis.

1.03 NOTICE:

- A. NOTICE IS HEREBY GIVEN that Newport-Mesa Unified School District acting by and through its Governing
receive sealed bids for award of a contract for the above-named Project up to, but not later than the bid dea
B. Bids shall be received in the place identified above. Whether or not bids are opened exactly at the time fixe
notice, no bid will be received after the bid deadline.
C. The bid package will be available at www.nmusd.us/bids for downloading.
D. Pursuant to the requirements of Labor Code Section 1770 et. seq., the successful bidder and each
subcontractors of any tier will be required to pay not less than the general prevailing rates of per-diem wag
locality in which the work is to be performed for each craft or type of worker needed to execute the contract
ing Wages").
E. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, b
a bid proposal, or enter into a contract to perform public work must be registered with the Department of Ir
Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subco
current registration with the Department of Industrial Relations to perform public work. If awarded a Con
Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial
for the duration of the Project.
This Project is subject to compliance monitoring and enforcement by the Department of Industrial Rel
bidding on this project, it shall be the Bidder's sole responsibility to evaluate and include the cost of compl
all labor compliance requirements under this contract and applicable law in its bid.
F. Each BIDDER must post a bid bond or other security in the amount of **10%** of the amount of the bid with the
value of the bid will be based on a hypothetical project identified in the bid documents.
G. Each BIDDER, simultaneously with the execution of the Contract Agreement, will be required to furnish a La
Material Performance Bond in an amount equal to 100 percent of the Contract sum and a Faithful Performan
in an amount equal to 100 percent of the Contract Sum, but not less than \$100,000. Said Bonds shall be
admitted California Surety satisfactory to the District and listed in the Federal Register, issued by the Depart
Treasury and licensed in California. Said Bonds shall remain in full force and effect through the entire contrac
H. The BIDDER shall be a licensed contractor pursuant to the Business and Professionals Code: Div. 3, Ch. 9,
and be licensed in the applicable classifications for the trades for which the contractor is submitting a
required license is A.
I. This project has 3% Disabled Veteran Business Enterprise participation goals.
J. Questions about this PROJECT should be directed to:
Contact: Norm Chapman Telephone: 714/424-7539
Firm: Newport-Mesa USD FAX: 714/424-7581
K. No Bid may be withdrawn until sixty (60) days after the Bid Opening Date.
L. The District reserves the right to reject any and all bids or to waive irregularities in any bid.
M. Newport Mesa Unified School District is an "equal opportunity" employer.
N. No telephone or facsimile machine will be available to bidders on the DISTRICT premises at the time of bid.

Published: Orange County Register January 8, 15, 2016 R-24 10124307

PRE-BID CONFERENCE SIGN-IN SHEET - BID #101-16 – CONCRETE TIME AND MATERIALS DISTRICT WIDE

Please leave a copy of your business card when signing in.

[illegible]