



UNIVERSAL ASPHALT CO., INC.

10610 South Painter Ave., Santa Fe Springs, CA 90670-4030

NEWPORT-MESA USD
SUPERINTENDENT'S OFFICE

16 FEB 19 AM 9:35

NEWPORT-MESA UNIFIED SCHOOL DISTRICT

SEALED BID #100-16

PAVING TIME AND MATERIAL DISTRICT WIDE

ARY 19, 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**

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

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.

PAVING 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 paving contractor with a current C-12 license to provide new and replacement asphalt paving 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>54.00</u>
Equipment Operator	\$ <u>68.50</u>
Foreman w/crew truck	\$ <u>73.00</u>
Other	<u>0%</u> percentage off of list

<u>Unit/Material Prices</u>	
<u>Equipment</u>	<u>Rate per Hour</u>
Skip Loader	\$ <u>15.00</u>
Cat 12 Grader	\$ <u>50.00</u>
Water Truck	\$ <u>15.00</u>
950 Loader	\$ <u>100.00</u>
Dump Truck	\$ <u>15.00</u>
Rollers	\$ <u>25.00</u>
Paving Machine	\$ <u>200.00</u>
Lowbed Mover	\$ <u>75.00</u>
Backhoe	\$ <u>80.00</u>

Crew Truck	\$ <u>2.00</u>
Air Compressor	\$ <u>10.00</u>
Other	<u>0%</u> percentage off of list

Dump Fees

Rubbish—Actual dump Fee	\$ <u>55.00</u> Per Ton
Solids Disposal—Actual Dump Fee	\$ <u>20.00</u> Per Ton
Other	<u>0%</u> percentage off of list

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

Asphalt, per ton	\$ <u>85.00</u>
Rock Base, per ton	\$ <u>16.00</u>

Percent discount off List Prices on all supplied materials or best column pricing (BCP) 0 %
(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 square foot basis (SF), except where noted)

3" R & R

Minimum charge	\$ <u>200.00</u>
50 to 99	\$ <u>4.00</u>
100 to 500	\$ <u>3.10</u>
501 to 1,000	\$ <u>3.00</u>
1,001 to 3,000	\$ <u>2.99</u>
3,001 to 6,000	\$ <u>2.98</u>
Above 6,000	\$ <u>2.97</u>

4" R & R

Minimum charge	\$ <u>250.00</u>
50 to 99	\$ <u>5.00</u>
100 to 500	\$ <u>4.20</u>
501 to 1,000	\$ <u>4.00</u>
1,001 to 3,000	\$ <u>3.99</u>
3,001 to 6,000	\$ <u>3.98</u>
Above 6,000	\$ <u>3.97</u>

6" R & R

Minimum charge	\$ <u>300.00</u>
50 to 99	\$ <u>6.00</u>
100 to 500	\$ <u>5.30</u>
501 to 1,000	\$ <u>5.10</u>
1,001 to 3,000	\$ <u>5.09</u>
3,001 to 6,000	\$ <u>5.08</u>
Above 6,000	\$ <u>5.07</u>

Place additional 4" thick A/C paving base, including removal. Add \$ 1.00 SF to each unit price.

Average ½" to 1" thick

Skin patch

Minimum charge	\$ <u>200.00</u>
50 to 99	\$ <u>3.70</u>
100 to 500	\$ <u>3.50</u>
501 to 1,000	\$ <u>2.50</u>
1,001 to 3,000	\$ <u>2.20</u>
3,001 to 6,000	\$ <u>1.90</u>
Above 6,000	\$ <u>1.70</u>

Petromat Fabric with 1 ½" Overlay

Minimum charge	\$ <u>1500.00</u>
50 to 99	\$ <u>20.00</u>
100 to 500	\$ <u>8.00</u>
501 to 1,000	\$ <u>5.00</u>
1,001 to 3,000	\$ <u>3.00</u>
3,001 to 6,000	\$ <u>2.50</u>
Above 6,000	\$ <u>2.00</u>

Speed Bumps-Average 35" long

Minimum charge	\$ <u>500.00</u>
Individually priced Bumps, installed	\$ <u>5.00</u>

6" A/C Berm

Minimum charge	\$ <u>500.00</u>
50 to 99	\$ <u>10.00</u>
100 to 500	\$ <u>9.50</u>
501 to 1,000	\$ <u>9.00</u>
1,001 to 3,000	\$ <u>8.50</u>

Rough Grade Grass of Dirt Area (including removal) and Place Average 3" A/C paving over native soil, SF units.

Minimum charge	\$ <u>200.00</u>
50 to 99	\$ <u>4.00</u>
100 to 500	\$ <u>3.10</u>
501 to 1,000	\$ <u>3.00</u>
1,001 to 3,000	\$ <u>2.99</u>
3,001 to 6,000	\$ <u>2.98</u>
6,001 to 10,000	\$ <u>2.97</u>
10,001 to 15,000	\$ <u>2.96</u>
Above 15,000	\$ <u>2.95</u>

Place 4" thick A/C paving base, including removal, per SF. Add \$ 1.00 per SF.

Ramp Transition

Minimum Move-in per site	\$ <u>700.00</u>
Minimum Move-in per ramp	\$ <u>700.00</u>

Redwood Headers, per linear foot

2" x 4"	\$ <u>4.50</u> LF
2" x 6"	\$ <u>6.00</u> LF

Striping, per linear foot, LF

3" wide \$.60 LF

Miscellaneous legends \$.80 LF

Sealcoat (one (1) coat application per square foot SF)

Minimum charge \$ 200.00

50 to 99 \$ 4.00

100 to 2,000 \$.20

2,001 to 10,000 \$.18

10,001 to 20,000 \$.16

20,001 to 40,000 \$.14

Above 40,000 \$.13

Sealcoat (two (2) coat application per square foot SF)

Minimum charge \$ 300.00

50 to 99 \$ 6.00

100 to 2,000 \$.30

2,001 to 10,000 \$.25

10,001 to 20,000 \$.20

20,001 to 40,000 \$.18

Above 40,000 \$.17

Cold Plane, per square foot (SF)

Minimum charge	\$ <u>950.00</u>
50 to 99	\$ <u>10.00</u>
100 to 2,000	\$ <u>1.00</u>
2,001 to 10,000	\$ <u>.80</u>
10,001 to 20,000	\$ <u>.75</u>
20,001 to 40,000	\$ <u>.70</u>
Above 40,000	\$ <u>.65</u>

Crack fill, per linear foot

Minimum charge	\$ <u>200.00</u>
50 to 99	\$ <u>4.00</u>
100 to 2,000	\$ <u>1.30</u>
2,001 to 10,000	\$ <u>1.20</u>
10,001 to 20,000	\$ <u>1.00</u>
20,001 to 40,000	\$ <u>.90</u>
Above 40,000	\$ <u>.85</u>

Type 1 Road Slurry 2.5% latex rolled with rubber wheel

Minimum charge	\$ <u>4,800.00</u>
8,000 to 10,000	\$ <u>.60</u>
10,001 to 20,000	\$ <u>.48</u>
20,001 to 40,000	\$ <u>.38</u>
Above 40,000	\$ <u>.32</u>

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

- 24 hours each for a Laborer, Equipment Operator and Foreman w/truck:

\$ 4,692.00

Phase 2

- 200 square feet of 3" R & R at one site:

\$ 620.00

Phase 3

- 50 square feet of 4" R & R at one site:

\$ 250.00

Phase 4

- 1,000 square feet of Rough Grade Grass Area, including removal, and place 3" A/C over native soil. This phase includes the use of a Skip Loader (4 Hr), a Dump Truck (3 Hr) and a Water Truck (2 Hr):

\$ 3,135.00

Phase 5

- 50 square feet of 6" R & R at one site:

\$ 300.00

Phase 6

- Repair three (3) 1' x 1' potholes (each 3" deep) at one site, located in the school's main driveway.

\$ 200.00

Phase 7

- 1,000 square feet of one (1) coat of Sealcoat application:

\$ 200.00

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

\$ 9,397.00

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): 1

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.
*10610 S. PAINTER AVE.
SANTA FE SPRING, CA 90670*
8. List the principals in your company that will be assigned to this project:
DANIEL HOUCK II - PRESIDENT
RICHARD HOUCK - VICE PRESIDENT
SHARON HICKS - SEC./TREAS.
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. *256383*, Class *C-12A*, 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 paving 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: UNIVERSAL ASPHALT CO., INC.

(a CA. Corporation¹)

Business Address: 10610 S. PAINTER AVENUE,

SANTA FE SPRINGS, CA 90670

Telephone: 562 9410201

Signed by: , President, Date: 2/12/16

DANIEL HOUCK II

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: _____

(a _____ Corporation)

Signed By: _____ Date: _____

Print Name: _____ Title:

Date: _____

Business Address: _____

Telephone: _____

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
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):

UNIVERSAL ASPHALT CO., INC.
10610 S. PAINTER AVENUE
SANTA FE SPRINGS, CA 90670

- (2) Telephone: 562 9410201 Fax No.: 562 9414080
Electronic Mail: RICHARD@UNIVERSALASPHALT.COM

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

- (4) Bidder's License No. 256383 Class: C-12, A
License Expiration Date 3/31/17
Name of License holder UNIVERSAL ASPHALT CO., INC.

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

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

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

DANIEL HOUCK II PRESIDENT

Name

Title

RICHARD HOUCK

VICE PRESIDENT

SHARON HICKS

SEC./TREAS.

- (7) Number of years as a contractor in this type of construction work: 50 YEARS
- (8) Person who inspected work site:
Name and Title: —
Date of Inspection: —
- (9) How many years of experience have you had in school paving work?
(a) as a general contractor? 48 YEARS
(b) as a subcontractor? 48 YEARS
- (10) Have you ever been terminated from a school or any public paving project prior to the completion of the project? Yes — No ✓ If the answer is "Yes," give dates, names and addresses of school/public agency and details. —
—
—
—
—
- (11) Have you ever been barred from bidding on any school or public paving project? Yes — No ✓ If the answer is "Yes," give dates, names and addresses of school/public agency and details. —
—
—
—
—

- (12) Have you ever defaulted on any school or public paving project that resulted in a claim to a surety? Yes ☐ No ☒ 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 paving project in the past ten (10) years? Yes ☐ No ☒ 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 ☒ 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 paving project in the last ten (10) years? Yes ☐ No ☒ 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 paving project during the past ten (10) years? Yes ☐ No ☒ 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>
<u>BILL BROOKS</u>	<u>CORONA, CA</u>	<u>(951) 3728400</u>
<u>DMC ENGINEERING</u>	<u>IRVINE, CA</u>	<u>(949) 753 9393</u>
<u>RALPH ALLEN</u>	<u>SANTA ANA, CA</u>	<u>(714) 547 7059</u>

- (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 ☐ No ☒ If so, please elaborate.

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

- (1) SAN BERNARDINO CITY U.S.D. - STAN THOMAS - 951-5445677
- (2) IRVINE U.S.D. - FREDDY MEDINA - 949-289 8255
- (3) PARAMOUNT U.S.D. - ARMANDO RODRIGUEZ - 562 2440261
- (4) WEST COVINA U.S.D. - DAVID LARKIN - 626 5065949
- (5) ALVORD U.S.D. - JEFF WINDBIGLER - 951 5382613

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

(a) Project Number 1:

Name of Project: YEARLY ASPHALT

Detailed Description: ASPHALT REPAIR/INSTALLATION

Name of Project Owner: PARAMOUNT U.S.D.

Contract Amount: INDEFINITE

Completion Date: 2018

(b) Project Number 2:

Name of Project: UNIT PRICE CONTRACT

Detailed Description: ASPHALT REPAIR

Name of Project Owner: ALVORD U.S.D.

Contract Amount: INDEFINITE

Completion Date: 2017

(c) Project Number 3:

Name of Project: ASPHALT AT VARIOUS SITES

Detailed Description: ASPHALT REPAIR

Name of Project Owner: A.B.C. U.S.D.

Contract Amount: INDEFINITE

Completion Date: 2016

(d) Project Number 4:

Name of Project: TIME AND MATERIAL BID

Detailed Description: ASPHALT REPAIR

Name of Project Owner: HAWTHORNE SCHOOL DISTRICT

Contract Amount: INDEFINITE

Completion Date: 2017

(e) Project Number 5:

Name of Project: ASPHALT REPLACEMENT AT VARIOUS SITES

Detailed Description: ASPHALT REPAIR

Name of Project Owner: FONTANA U.S.D.

Contract Amount: INDEFINITE

Completion Date: 2016

(21) Are there projects not listed above that will be undertaken during the duration of DISTRICT's Project? Yes ☐ No ☒ 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 paving 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: IRVINE U.S.D.

Address and Telephone: 100 NIGHTMIST, IRVINE, CA 92618
949 289 8255

Contact Person: FREDDY MEDINA

Description of Project: UNIT PRICE CONTRACT

Dates of commencement and completion of Project: _____
2014 - 2017

Contract Amount: APPROX. \$1,000,000.00

Architect: _____

Architect's Address and Telephone: _____

DSA or public agency inspector: _____

Address and Telephone: _____

2. Name: SAN BERNARDINO CITY U.S.D.

Address and Telephone: 956 W. NINTH STREET,
SAN BERNARDINO, CA 92411 951-5445677

Contact Person: STAN THOMAS

Description of Project: UNIT PRICE CONTRACT

Dates of commencement and completion of Project: _____

2013-2018

Contract Amount: APPROX. \$1,400,000.00

Architect: _____

Architect's Address and Telephone: _____

DSA or public agency inspector: _____

Address and Telephone: _____

3. Name: NORWALK - LA MIRADA U.S.D.

Address and Telephone: 12820 PIONEER BLVD.

NORWALK, CA 90650 562 754 2383

Contact Person: JOHN WYSOCKI

Description of Project: ASPHALT REPLACEMENT

Dates of commencement and completion of Project: 2014

Contract Amount: \$ 237,000.00

Architect: _____

Architect's Address and Telephone: _____

DSA or public agency inspector: _____

Address and Telephone: _____

4. Name: SIMI VALLEY U.S.D.

Address and Telephone: 875 E. COCHRAN STREET

SIMI VALLEY, CA 805 306 4500 EXT 4462
93065

Contact Person: TONY JOSEPH

Description of Project: ASPHALT 2015

Dates of commencement and completion of Project: _____

2015

Contract Amount: \$ 1,067,000.00

Architect: _____

Architect's Address and Telephone: _____

DSA or public agency inspector: _____

Address and Telephone: _____

5. Name: GARVEY SCHOOL DISTRICT

Address and Telephone: 2730 NO. DEL MAR

ROSEMEAD, CA 91770 626-3073424

Contact Person: ED MARQUEZ

Description of Project: ASPHALT REPLACEMENT

Dates of commencement and completion of Project: _____

2015

Contract Amount: \$65,000.00

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.

UNIVERSAL ASPHALT CO., INC.
Richard Houck

Signature

RICHARD HOUCK

Print Name

VICE PRESIDENT

Title

2/08/16

Date

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

PAYMENT 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 Universal Asphalt Co., Inc., hereinafter referred to as the "Contractor/Principal" a contract for the work described as
#100-16 Paving 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 Great American 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.

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:

<u>Great American Insurance Company</u>	(Name and address of Surety)
<u>750 The City Drive South, #470</u> <u>Orange, CA 92868</u>	(Name and address of agent or representative in California, if different from above)
<u>Same as Above</u>	
<u>(714) 740-3117</u>	(Telephone and facsimile number of Surety or agent or representative in California)
<u>(714) 740-3300</u>	

IN WITNESS HEREOF, we have hereto set our hands and seals on this 25th day of March, 2016.

CORPORATE SEAL, IF

Universal Asphalt Co., Inc.

APPLICABLE, AND NOTARIAL

Contractor/Principal

ACKNOWLEDGEMENT OF

CONTRACTOR

By: Richard Houck

Signature

RICHARD HOUCK
VICE PRESIDENT

Print Name and Title

SEAL AND NOTARIAL

ACKNOWLEDGEMENT OF

SURETY

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

750 The City Drive South, Suite 470

Orange, CA 92868

Surety Telephone No.: (714) 740-3117
Surety Fax No.: (714) 740-3300

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

Great American Insurance Company

Surety

By: _____

Signature

Kim Luu, Attorney-in-Fact

Print Name and Title

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 MAR 25 2016 before me, Heather R. Saltarelli, Notary Public
Date Here Insert Name and Title of the Officer
 personally appeared Kim Luu
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) is/xxx subscribed to the within instrument and acknowledged to me that x/she/xxx executed the same in xxx/her/xxx authorized capacity(ies), and that by xxx/her/xxx signature(x) 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 Heather R. Sartorel
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
 Partner — ☐ Limited ☐ General
 Individual ☒ Attorney in Fact
 Trustee ☐ Guardian or Conservator
 Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
 Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than SEVEN

No. 0 14849

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
MIKE PARIZINO	JERI APODACA	ALL
RACHELLE RHEAULT	KIM LUU	\$100,000,000.00
RHONDA C. ABEL	HEATHER SALTARELLI	
JAMES A. SCHALLER		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 18TH day of MARCH, 2014



My L C. B.
Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

David C. Kitchen
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 18TH day of MARCH, 2014, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Shelle Clontz
Notary Public, State of Ohio
My Commission Expires 08-09-2015

Shelle Clontz

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

day of

MAR 25 2016



My L C. B.
Assistant Secretary

WARRANTY and GUARANTEE

Guarantee for WORKMANSHIP
AND MATERIAL We hereby guarantee that the ASPHALT, which we have installed in
VARIOUS SITES

_____ 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))

UNIVERSAL ASPHALT CO., INC.

Name of Contractor

By: Richard Houck

Signature of Contractor

RICHARD HOUCK

Print Name

VICE 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:

RICHARD HOUCK

Address:

10610 S. PAINTER AVENUE

SANTA FE SPRINGS, CA 90670

Telephone Number:

562 9410201

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 Universal Asphalt Co., Inc. (hereinafter referred to as the "Contractor/Principal") the contract for the work described as #100-16 Paving 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 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 25th day of March, 2016

CORPORATE SEAL, IF

Universal Asphalt Co., Inc.

APPLICABLE, AND NOTARIAL

Contractor/Principal

ACKNOWLEDGEMENT OF

CONTRACTOR

By:

Richard Houck

Signature

RICHARD HOUCK
VICE PRESIDENT

Print Name and Title

SEAL AND NOTARIAL
ACKNOWLEDGEMENT OF
SURETY

Great American Insurance Company

Surety

By: _____



Signature

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

Kim Luu, Attorney-in-Fact

Print Name and Title

750 The City Drive South, Suite 470

Orange, CA 92868

Surety Telephone No.: (714) 740-3117
Surety Fax No.: (714) 740-3300

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 MAR 25 2016 before me, Heather R. Saltarelli, Notary Public
Date Here Insert Name and Title of the Officer

Date _____

Here Insert Name and Title of the Officer

personally appeared _____ Kim Luu

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) is/~~xxx~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~xxx~~ executed the same in ~~his~~/her/~~xxx~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~xxx~~ signature(x) 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 Heather R. Santarel
Signature of Notary Public

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
 Partner — ☐ Limited ☐ General
 Individual ☒ Attorney in Fact
 Trustee ☐ Guardian or Conservator
 Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENT, that we Universal Asphalt Co., Inc.
as Principal, and Great American 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 19, 2016, for
Paving Time and Materials District Wide, Bid #100-16

_____.

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 4th 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)

Universal Asphalt Co., Inc.

Principal (Proper Name of Bidder)

By: Richard Houck

Signature

RICHARD HOUCK

Print Name

VICE PRESIDENT

Title

(Corporate Seal
of Surety)

Great American Insurance Company

Surety

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

By: KL

Signature

Kim Luu

Print Name

Attorney-in-Fact

Title

750 The City Drive South, Suite 470
Orange, CA 92868

Address

(714) 740-3127

Telephone No.

(714) 740-3300

Facsimile No.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 FEB 04 2016 before me, Heather R. Saltarelli, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Kim Luu
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) is/xxx subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~xxx~~ executed the same in ~~his~~/her/~~xxx~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~xxx~~ 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 Heather R. Saltarelli
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

GREAT AMERICAN INSURANCE COMPANY®
Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than **SEVEN**

POWER OF ATTORNEY

No. 0 14849

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
MIKE PARIZINO	JERI APODACA	ALL
RACHELLE RHEAULT	KIM LUU	\$100,000,000.00
RHONDA C. ABEL	HEATHER SALTARELLI	
JAMES A. SCHALLER	NEWPORT BEACH, CALIFORNIA	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **18TH** day of **MARCH**, 2014

Attest



My L C. B.
Assistant Secretary

David C. Kitchen
Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this **18TH** day of **MARCH**, 2014, before me personally appeared **DAVID C. KITCHIN**, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Shelle Clontz
Notary Public, State of Ohio
My Commission Expires 08-09-2015

Shelle Clontz

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, **STEPHEN C. BERAHA**, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

day of

FEB 04 2016



My L C. B.
Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/20/2015

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 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 Alliant Insurance Services, Inc. 1301 Dove Street, Suite 200 Newport Beach CA 92660-2436		CONTACT NAME: Nick Parizino PHONE (A/C, No, Ext): 949-260-5055 E-MAIL ADDRESS: Nick.Panzino@alliant.com FAX (A/C, No):	
INSURED Universal Asphalt Company, Inc. 10610 South Painter Ave Santa Fe Springs CA 90670		INSURER(S) AFFORDING COVERAGE INSURER A: Old Republic General Insurance Corp INSURER B: Great American Insurance Companies INSURER C: INSURER D: INSURER E: INSURER F:	
426154		NAIC # 24139 16691	

COVERAGES

CERTIFICATE NUMBER: 1289879423

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 <input type="checkbox"/> OTHER	Y		A1CG49721512	12/1/2015	12/1/2016	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 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			A1CA49721512	12/1/2015	12/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			SBU063013003	12/1/2015	12/1/2016	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	<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	Y/N N	Y	A1CW49721512	12/1/2015	12/1/2016	<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 All Operations Newport Mesa Unified School District is named as Additional Insured with respect to General Liability per attached endorsements.

CERTIFICATE HOLDER**CANCELLATION 30**

Newport Mesa USD
Attn: Chris Alsop
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

WARRANTY and GUARANTEE

Guarantee for WORKMANSHIP AND MATERIAL We hereby guarantee that the ASPHALT, which we have installed in VARIOUS SITES

_____ 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))

UNIVERSAL ASPHALT CO., INC.

Name of Contractor

By: Richard Houck

Signature of Contractor

RICHARD HOUCK

Print Name

VICE 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:

RICHARD HOUCK

Address:

10610 S. PAINTER AVENUE

SANTA FE SPRINGS, CA 90670

Telephone Number:

562 9410201

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.

UNIVERSAL ASPHALT CO.,
RICHARD HOUCK INC.

Name of Bidder

Richard Houck

Signature

3/29/16

Date

CONTRACTOR'S CERTIFICATE REGARDING
NON-ASBESTOS CONTAINING MATERIALS

Per the General Conditions:

Certification for ASPHALT + BASE. 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 PAVING which we have installed in the Newport-Mesa Unified School District under Project/Bid No. 100-16.

- (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.

3/29/16

Date

UNIVERSAL ASPHALT CO., INC.

Name of Contractor

By: Richard Houck

Signature

RICHARD HOUCK

Print Name

VICE PRESIDENT

Title

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.

UNIVERSAL ASPHALT
CO., INC.
NAME OF CONTRACTOR

Richard Houck
Signature

RICHARD HOUCK
Print Name

VICE PRESIDENT
Title

3/29/16
Date

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, RICHARD HOUCK 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 SANTA FE SPRINGS, California on 3/29/16.

Date

Richard Houck

Signature

RICHARD HOUCK

Typed or printed name

VICE PRESIDENT

Title 10610 S. PAINTER AVE

SANTA FE SPRINGS, CA
90670

Address

562 9410201

Telephone

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.

UNIVERSAL ASPHALT CO.
RICHARD HOUCK INC

Name of Bidder

Richard Houck

Signature

3/29/16

Date

CONTRACTOR'S CERTIFICATE REGARDING
NON-ASBESTOS CONTAINING MATERIALS

Per the General Conditions:

Certification for ASPHALT & BASE. 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 PAVING which we have installed in the Newport-Mesa Unified School District under Project/Bid No. 100-16.

- (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.

3/29/16

Date

UNIVERSAL ASPHALT CO., INC.

Name of Contractor

By: Richard Houck

Signature

RICHARD HOUCK

Print Name

VICE PRESIDENT

Title

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.

UNIVERSAL ASPHALT
CO., INC.

NAME OF CONTRACTOR

Richard Houck

Signature

RICHARD HOUCK

Print Name

VICE PRESIDENT

Title

3/29/16

Date

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, RICHARD HOUCK 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 SANTA FE SPRINGS, California on 3/29/16

Date

Richard Houck

Signature

RICHARD HOUCK

Typed or printed name

VICE PRESIDENT

Title

10610 S. PAINTER AVE
SANTA FE SPRINGS, CA
90670

Address

562 9410201

Telephone

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>
PAVING NET CONTRACTOR AND SUPPLY	UNIVERSAL ASPHALT CO., INC.	MATERIAL SUPPLIER (ASPHALT)	3%	2

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.

Bidding/Proposing Firm's Name UNIVERSAL ASPHALT CO., INC.	Signature Richard Houck
Printed Name/Title RICHARD HOUCK, VICE PRESIDENT	Date 2/03/16



Licenses: A | B | C8 | C10 | C12 | C20 | C31 | C32 | C50 | C61

Date: **February 03, 2016**

To Prime Contractor: **UNIVERSAL Asphalt Co.,Inc.**

UNIVERSAL Asphalt Co.,Inc. will utilize Paving Net Contractor and Supply for project known as:

Paving Time and Material District Wide, Bid #100-16

Project/Bid Number: **100-16**

Project Address:
2985 Bear Street Bldg A
Costa Mesa, CA
92626

Bidding date: **02/19/2016**

Bidding time: **12:00PM**

Contact: **Richard Houck**

Fax (562) 941-4080 Tel (562) 941-0201

Awarding Department (Owner): **Newport-Mesa**
Unified School District

02 - 03 - 2016

State of California ■ State and Consumer Services Agency ■ Arnold Schwarzenegger, Governor

DEPARTMENT OF GENERAL SERVICES

Office of Small Business Certification and Resources

15311 Street, Second Floor ■ Sacramento, California 95814-2016



REF# 0016657

Paving Net Contractor & Supply
11 S. Termino Avenue, Suite 214
Long Beach, CA 90803
(800) 599-6996

DVBE **SBE**

Approved by Henry Sprague III, DVBE owner

Payment Terms: **UNIVERSAL Asphalt Co.,Inc.** agrees to make prompt payment to Paving Net for all construction supply within 25 days of purchase date. **UNIVERSAL Asphalt Co.,Inc.** agrees to this payment schedule without exception. Paving Net's relationship with Vendors depends on prompt payment and asks its clients to not utilize Paving Net if cash flow terms are not possible.

UNIVERSAL Asphalt Co., Inc.

STATE OF CALIFORNIA – GENERAL SERVICES PROCUREMENT DIVISION

DOCUMENTATION OF DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

STD 840 (REV. 5/2002)

Paving Time and Material District Wide, Bid #100-16 100-16

Designation Of Option Check the appropriate box(es) to indicate the option(s) with which you choose to comply, complete the applicable sections and attach the required supporting documentation. You are advised to read all instructions carefully prior to completing this form. Remember that only California certified DVBEs who can provide related goods and/or services may be used to satisfy these program solicitation requirements.

- ☒ **OPTION A – I commit to meeting the full DVBE contract participation requirement.**
Complete STD 840, Section A.
- ☐ **OPTION B – I performed and documented a Good Faith Effort (GFE) in an attempt to obtain DVBE participation.**
Complete STD 840, Section A (for GFE Steps 4 & 5) and STD 840 (REVERSE), Section B (for GFE Steps 1–3).
- ☐ **OPTION C – I submit a copy of my firm's "Notice of Approved DVBE Business Utilization Plan."**

A. Full information must be provided.

For contract participation commitment, at least one DVBE must be listed. DVBEs must perform a commercially useful function. List the specific goods and/or services with the dollar and/or percentage value(s) that the DVBE(s) commit(s) to provide and the DVBE's tier (prime contractor = 0, subcontractor to prime contractor = 1, subcontractor to Tier 1 subcontractor = 2, etc.). If both the estimated dollar amount and percentage are listed, the higher value supercedes. Attach additional pages to list all other DVBE subcontractors/suppliers (you may use STD 840A). During contract performance, all requests for substituting named DVBEs must be made in accordance with the provisions of California Code of Regulations, Title 2, Section 1896.64(c).

For Good Faith Effort (GFE), use this section to document your first completed contacts with (Step 4), and consideration of (Step 5), relevant DVBEs. Business reasons for non-selection must be documented. Attach additional pages to list all other DVBE contacts (you may use STD 840A). Copies of all written invitations and delivery confirmations must also be attached and submitted with the bid.

AT LEAST ONE DVBE MUST BE NAMED FOR PARTICIPATION	Date Contacted / /	DVBE Company Name (If you are the Prime and a DVBE enter your name, otherwise enter the solicited subcontractor.) Paving Net Contractor & Supply		
	DVBE Contact Name & Reference # Henry Sprague #0016657	Telephone Number (562) 439-2788	Fax Number (562) 439-1398	E-mail (if available) PavingNet@mac.com
	Street Address, City, State and Zip Code 11 S. Termino Ave, Suite 214, Long Beach, CA 90803			
	<input checked="" type="checkbox"/> Yes, I am, or I will subcontract with, the listed DVBE to provide the following goods and/or services:			
	Specific Goods and/or Services Construction materials with inspection		Estimated \$ and/or % 3%	Tier 2
OR	No, I am unable to subcontract with the DVBE for the following business reasons:			

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

STD. 843 (Rev. 5/2006)

Instructions: The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

SECTION 1Name of certified DVBE: **Paving Net Contractor & Supply** DVBE Ref. Number: **0016657**Description (materials/supplies/services/equipment proposed): **Construction materials with inspection**Solicitation/Contract Number: **Paving Time and** SCPRS Ref. Number: _____
(FOR STATE USE ONLY)**SECTION 2****APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.**

- ☒ I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.
- ☐ Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). (Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)

All DV owners and managers of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

Henry Sprague III

(Printed Name of DV Owner/Manager)



(Signature of DV Owner/ Manager)

02/03/2016

(Date Signed)

(Printed Name of DV Owner/Manager)

(Signature of DV Owner/Manager)

(Date Signed)

Firm/Principal for whom the DVBE is acting as a broker or agent:
(If more than one firm, list on extra sheets.)**See www.PavingNet.com**

(Print or Type Name)

Firm/Principal Phone: **800-599-6996** Address: **11 S. Terminno Ave., Suite 214, Long Beach, CA 90803****SECTION 3****APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.**

- ☐ Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.
- ☐ The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in *Military and Veterans Code 999.2, subsections (c) and (g).* *Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.*

Disabled Veteran Owner(s) of the DVBE (attach additional pages with signature blocks for each person to sign):

(Printed Name)

(Signature)

(Date Signed)

(Address of Owner)

(Telephone)

(Tax Identification Number of Owner)

Disabled Veteran Manager(s) of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

(Printed Name of DV Manager)

(Signature of DV Manager)

(Date Signed)

BIDDER DECLARATION

1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

- a. Identify current California certification(s) (MB, SB, NVSA, DVBE): _____ or None ☒ (If "None," go to Item #2)
- b. Will subcontractors be used for this contract? Yes ☐ No ☐ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

- c. If you are a California certified DVBE: (1) Are you a broker or agent? Yes ☐ No ☐
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes ☐ No ☐ N/A ☐

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?
Paving Net Contractor & Supply	11 S. Termino Suite #214 Long Beach, CA 90803 info@pavingnet.com	SBE & DVBE	Construction Supply with Inspection	3%	yes	no

3. CERTIFICATION: By signing this form, I certify under penalty of perjury that the information provided is true and correct.

Printed Name: RICHARD HOUCK

Signature: Richard Houck

Date Signed: 2/03/15

UNIVERSAL Asphalt Co.,Inc.

Paving Time and Material District Wide, Bid #100-16 100-16

DVBE PARTICIPATION WORKSHEETS

ATTACHMENT D

DVBE CERTIFICATION

1. General Information

Company Name: Paving Net Contractor & Supply

Address: 11 S. Termino Ave. #214

City/State/Zip Code: Long Beach, CA 90803

Services or Goods Generally Provided: Construction Supply

Services or Goods to be Provided to Bidder: Construction Supply

Name of Contact: Henry Sprague

Telephone Number: 800-599-6996

Telecopier Number: 562-439-1398

Tax I.D. Number: 20-1263195

2. Certification of DVBE Status (check the appropriate section)



The above-identified DVBE is not certified as such by any state or local public agency. The undersigned individual, on behalf of the above-identified DVBE certifies, warrants and represents to the District that the above-identified DVBE meets and complies with the definitions(s) of DVBE(s) as set forth in the District's DVBE Participation Program Policy and at law.



The above-identified DVBE is certified as such by a state or local public agency and a true and correct copy of such certification is attached hereto. The bidder and the above-identified DVBE acknowledge that if the local or state public agency certification of the above-identified DVBE's status is not attached, the above-identified DVBE will not be counted or considered for purposes of the bidder's achievement of the Participation Goal.

3. Authority to Execute.

The undersigned individual executing the DVBE Certification warrants and represents to the District that she/he has made diligent inquiry to ascertain that all of the information provided herein is true, correct and complete, that there are no omissions of fact in any of the responses herein which would render such responses false or misleading and that she/he is duly authorized to execute this DVBE Certification on behalf of the above-identified DVBE.

Executed February 03, 2016

at **Long Beach, California**
(City and State)

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


Authorized Signature


Print Name

(Name of individual executing DVBE certification)

DISABLED VETERAN BUSINESS ENTERPRISES
IN ACCORDANCE WITH EDUCATION CODE 17076.11

In accordance with Education Code Section 17076.11, the Newport-Mesa Unified School District has a participation goal for Disabled Veteran Business Enterprises of at least three percent (3%) per year of the overall dollar amount of funds allocated by the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization of school buildings and expended each year by the District. At the time of execution of the contract, the Contractor will provide a statement to the District of anticipated participation of Disabled Veteran Business Enterprises in the contract. Prior to, and as a condition precedent for final payment under the contract, the Contractor will provide appropriate documentation to the District identifying the amount paid to Disabled Veteran Business Enterprises pursuant to the contract, so that the District can assess its success at meeting this goal.

The Contractor may provide the anticipated participation of Disabled Veteran Business Enterprises in terms of percentage of its total contract or the dollar amount anticipated to be paid to Disabled Veteran Business Enterprises or by providing the names of the Disabled Veteran Business Enterprises that will participate in the contract. If there is a discrepancy between the anticipated goals and the actual goals at completion of the contract or a failure to meet the anticipated goal or dollar amounts, the District will require the Contractor to provide, at the completion of the contract, a detailed statement of the reason(s) for the discrepancy or failure to meet the anticipated goals or dollar amounts.

I certify that I have read the above and will comply with the anticipated participation of Disabled Veteran Business Enterprises in this contract.

Richard Houck
Signature

RICHARD HOUCK
Typed or Printed Name

VICE PRESIDENT
Title

UNIVERSAL ASPHALT CO., INC.
Company

10610 S. PAINTER AVENUE
Address

SANTAFE SPRINGS, CA 90670
City, State, Zip

562 9410201
Telephone

562 9414080
Fax

RICHARD@UNIVERSALASPHALT.COM
E-mail

Information Available to Bidders

For the convenience of Bidders, the District is providing the information listed below which the District has in its possession and which may relate to the Work, the Project, or the Project site. The District has not determined the accuracy or completeness of such information; and all such information is made available to Bidders without any representation or warranty by the District whatsoever as to its accuracy, completeness, or relevancy. Bidders shall independently evaluate such information for their use and shall be solely responsible for use or interpretation of such information. Any such use or interpretation shall not be the basis for any claim against the District.

1. Geotechnical Evaluation: Not applicable
2. Roof Assessments: Not applicable
3. Hazardous Material Reports: Not applicable

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
SEAL COAT AND STRIPING	LUKES STRIPING INC. 1000003491	SANTA ANA, CA
TYPE I SLURRY	MISSION PAVING AND SEALING 1000002695	IRVINDALE, CA

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: 2/08/16 UNIVERSAL ASPHALT CO., INC.

Name of Bidder

By: Richard Houck

(Signature of Bidder)

Print Name: RICHARD HOUCK

Address: 10610 S. PAINTER AVE.
SANTA FE SPRINGS, CA
90670

NON-COLLUSION AFFIDAVIT

(Public Contract Code Section 7106)

State of California)

) ss.

County of L.A.)

_____)

RICHARD HOUCK, being first duly sworn, deposes and says that he ~~or~~ she is V. PRESIDENT of UNIVERSAL ASPHALT CO., 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.

Richard Houck

Signature of Bidder

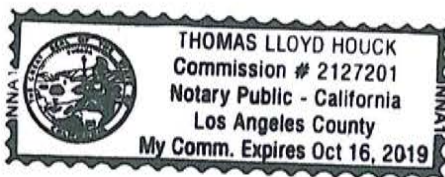
NOTARY FOR NONCOLLUSION AFFIDAVIT

Subscribed and sworn to (or affirmed) before me this 8th day of FEB, 2016

Thomas Houck

Signature of Notary

[SEAL OF NOTARY]



Thomas Lloyd Houck

Typed Name of Notary

**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 RICHARD HOUCK, VICE PRESIDENT
certify that

(Name)

(Title)

UNIVERSAL ASPHALT is currently registered as a contractor with the Department of
Industrial relations (DIR)
(Contractor's Name)

Contractor's DIS Registration Number: 1000001866

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.

Richard Houck
Signature

01/22/16
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 CHAD LUKKES, PRESIDENT

certify that

(Name)

(Title)

LUKES STRIPING is currently registered as a contractor with the Department of Industrial relations (DIR)
(Contractor's Name)

Contractor's DIS Registration Number: 1000003491


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

2-9-16
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 DOUG SWEENEY, PRES.
certify that
(Name) (Title)

Mission Paving and Sealing is currently registered as a contractor with the Department of Industrial relations (DIR)
(Contractor's Name)

Contractor's DIS Registration Number: 1 00000 2695

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.


Signature

2.15.2016
Date