

**Caltrans**<sup>®</sup>

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

# BID

FOR CONSTRUCTION ON STATE HIGHWAY IN ALAMEDA COUNTY IN HAYWARD ON  
ROUTE 92 FROM 0.2 MILE WEST OF ROUTE 92/880 SEPARATION TO SANTA CLARA  
STREET AND ON ROUTE 880 FROM 0.1 MILE SOUTH OF TENNYSON ROAD  
OVERCROSSING TO 0.2 MILE NORTH OF ROUTE 92/880 SEPARATION

In District 04 On Route 92,880

Under

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*Notice to Bidders and Special Provisions* dated March 4, 2013

*Standard Specifications* dated 2010

Project plans approved January 28, 2013

*Standard Plans* dated 2010

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Identified by

Contract No. 04-2G3614

04-Ala-92,880-6.3/6.8, 15.5/16.8

Project ID 0412000576

**Electronic Advertising Contract**

Bids open Tuesday, April 9, 2013

Dated March 4, 2013



S/C  
FB

CONTRACT NO. 04 - 2G3614

NAME OF BIDDER JJ NGUYEN, Inc  
BUSINESS P.O. BOX \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
BUSINESS STREET ADDRESS 3172 Salem Dr  
(Include even if P.O. Box used)  
CITY, STATE, ZIP San Jose, CA 95127  
TELEPHONE NO: AREA CODE (408) 259 - 7982  
FAX NO: AREA CODE (408) 347 - 8183  
CONTRACTOR LICENSE NO. 857202

1. Bidder agrees, if this bid is accepted, to enter into a contract with the Department, in the form included in the Standard Specifications, to perform the work provided in the Contract under the terms of the Contract for the price or prices bid.

For a lump sum or unit price based bid, Bidder additionally agrees to perform the work within the number of working days shown on the *Notice to Bidders*.

For a cost plus time based bid on a contract without a plant establishment period, Bidder additionally agrees to perform the work within the number of working days bid.

For a cost plus time based bid on a contract with a plant establishment period, Bidder additionally agrees to perform the non-plant establishment work within the number of working days bid for non-plant establishment work.

2. For a lump sum based bid, Bidder submits this bid with a total price in the total bid space provided on the Bid Item List. For a unit price or cost plus time based bid, Bidder submits this bid with a unit price and the item total (the product of the unit price and the quantity) for each item and a total price (the sum of the item totals) in the spaces provided on the attached Bid Item List. For a unit price with additive item based bid, Bidder submits this bid with a unit price and an item total for each item and a total base bid (the sum of the item totals) and the additive items in the spaces provided on the attached Bid Item List. Additionally, for a cost plus time based bid, Bidder submits this bid with working days bid for non-plant establishment work, total bid for time, and total bid for bid comparison in the spaces provided on the Bid Item List. Bidder agrees:

- 2.1. If a discrepancy between the unit price and the item total exists, the unit price prevails except:

- 2.1.1. If the unit price is illegible, omitted, or the same as the item total, item total prevails and the unit price is the quotient of the item total and the quantity.

- 2.1.2. If a decimal error is apparent in the product of the unit price and the quantity, the Department will use either the unit price or item total based on the closest by percentage to the unit price or item total in the Department's Final Estimate.

- 2.2. If the unit price and the item total are illegible or are omitted, the bid may be determined nonresponsive. If a lump sum total price is illegible or is omitted, the bid may be determined nonresponsive.

- 2.3. Bids on lump sum items are item totals. If a unit price for a lump sum item is entered and it differs from the item total, the item total prevails.

- 2.4. Entries are to be expressed in dollars or decimal fractions of a dollar. Symbols such as commas and dollar signs are ignored and have no significance in establishing unit price or item total.

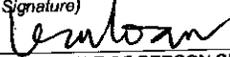
- 2.5. Unit prices and item totals are interpreted by the number of digits and decimal placement. Do not round item totals or the total bid.

- 2.6. For a lump sum based bid, the item total is the bid amount the Department uses for bid comparison.  
For a unit price based bid, the sum of the item totals is the bid amount the Department uses for bid comparison.  
For a cost plus time based bid, the sum of the item totals and the total bid for time is the bid amount the Department uses for bid comparison.
- 2.7. The Department's decision on the bid amount is final.

3. Bidder has and acknowledges the following addenda:

1

4. Bidder submits this bid with one of the following forms of bidder's security equal to at least 10 percent of the bid:  
Cash \$ \_\_\_\_\_, Cashiers Check, Certified Check, Bidder's Bond
5. Bidder's signature is an affirmation of the included certifications. Bidder is cautioned that making a false certification may result in one or more of the following:
- 5.1. Criminal prosecution
  - 5.2. Rejection of the bid
  - 5.3. Rescission of the award
  - 5.4. Termination of the Contract

BY (Authorized Signature) 	DATE SIGNED (Do not type) 4/9/13
PRINTED NAME AND TITLE OF PERSON SIGNING Vivian TRAN - Office Manager	

**BID ITEM LIST**

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
1	070030	LEAD COMPLIANCE PLAN	LS	LUMP SUM	LUMP SUM	3000
2	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM	LUMP SUM	12,000
3	120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM	LUMP SUM	15,000
4	128652	PORTABLE CHANGEABLE MESSAGE SIGN (LS)	LS	LUMP SUM	LUMP SUM	6000
5	130100	JOB SITE MANAGEMENT	LS	LUMP SUM	LUMP SUM	2000
6	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	LUMP SUM	LUMP SUM	3500
7	130310	RAIN EVENT ACTION PLAN	EA	32	500.00	16,000.00
8	130320	STORM WATER SAMPLING AND ANALYSIS DAY	EA	20	550	11,000
9	130330	STORM WATER ANNUAL REPORT	EA	2	2,000.00	4,000.00
10	130540	TEMPORARY TACKED STRAW	SQYD	14,200	0.750	10,650
11	130610	TEMPORARY CHECK DAM	LF	200	4	800
12	130620	TEMPORARY DRAINAGE INLET PROTECTION	EA	60	180	10,800
13	130640	TEMPORARY FIBER ROLL	LF	10,700	2.5	26,750
14	130680	TEMPORARY SILT FENCE	LF	2,100	2.5	5250
15	130710	TEMPORARY CONSTRUCTION ENTRANCE	EA	2	1,800	3,600
16	130730	STREET SWEEPING	LS	LUMP SUM	LUMP SUM	4000
17	130900	TEMPORARY CONCRETE WASHOUT	LS	LUMP SUM	LUMP SUM	500
18	150860	REMOVE BASE AND SURFACING	SQYD	180	15	2700
19	152381	RELOCATE GATE	EA	1	1500	1500
20	153247	REMOVE CONCRETE (MISCELLANEOUS) (CY)	CY	0.2	500	100

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
21	153300	CORE CONCRETE	LF	4.5	500	2250
22	190101	ROADWAY EXCAVATION	CY	500	20	10,000
23	192037	STRUCTURE EXCAVATION (RETAINING WALL)	CY	0.8	200	160
24	193013	STRUCTURE BACKFILL (RETAINING WALL)	CY	0.8	200	160
25	200002	ROADSIDE CLEARING	LS	LUMP SUM	LUMP SUM	17,000
26	200114	ROCK BLANKET	SQYD	1,490	16	23,840
27	200120	CULTIVATE	SQYD	14,200	0.40	5680
28	202006	SOIL AMENDMENT	CY	790	25	19,750
29	202011	MULCH	CY	3,500	27	94,500
30	202036	SLOW RELEASE OR CONTROLLED RELEASE FERTILIZER	LB	13,700	2.9	39,730
31	204008	PLANT (GROUP H)	EA	146,000	0.20	29,200
32	204011	PLANT (GROUP K)	EA	37	250	9250
33	204035	PLANT (GROUP A)	EA	4,170	9	37,530
34	204036	PLANT (GROUP B)	EA	57	20	1140
35	204038	PLANT (GROUP U)	EA	330	75	24,750
36	204099	PLANT ESTABLISHMENT WORK	LS	LUMP SUM	LUMP SUM	120,000
37	206400	CHECK AND TEST EXISTING IRRIGATION FACILITIES	LS	LUMP SUM	LUMP SUM	2000
38	206555	MODIFY IRRIGATION SYSTEM	LS	LUMP SUM	LUMP SUM	2000
39	206560	CONTROL AND NEUTRAL CONDUCTORS	LS	LUMP SUM	LUMP SUM	65,000
40	206601	3/4" ELECTRIC REMOTE CONTROL VALVE	EA	5	300	1500

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
41	206602	1" ELECTRIC REMOTE CONTROL VALVE	EA	9	300	2,700
42	206603	1 1/4" ELECTRIC REMOTE CONTROL VALVE	EA	2	300	600
43	206604	1 1/2" ELECTRIC REMOTE CONTROL VALVE	EA	1	300	300
44	206605	2" ELECTRIC REMOTE CONTROL VALVE	EA	2	400	800
45	206620	3/4" VALVE ASSEMBLY UNIT	EA	41	320	13,120
46	025280	28 STATION IRRIGATION CONTROLLER (WALL MOUNTED)	EA	1	2500	2500
47	025281	36 STATION IRRIGATION CONTROLLER (WALL MOUNTED)	EA	1	3000	3000
48	206929	IRRIGATION CONTROLLER (BATTERY)	EA	1	400	400
49 (F)	208003	1" GALVANIZED STEEL PIPE (SUPPLY LINE)	LF	740	20	14,800
50 (F)	208006	2" GALVANIZED STEEL PIPE (SUPPLY LINE)	LF	125	35	4375
51	208301	IRRIGATION CONTROLLER ENCLOSURE CABINET	EA	2	2000	4000
52	208304	WATER METER	EA	1	19,710	19,710
53	025282	4" IRRIGATION SLEEVE	LF	56	20	1,120
54	025283	6" IRRIGATION SLEEVE	LF	24	25	600
55	208421	BACKFLOW PREVENTER ASSEMBLY ENCLOSURE	EA	3	2500	7,500
56	208423	1" BACKFLOW PREVENTER ASSEMBLY	EA	1	2000	2000
57	208426	2" BACKFLOW PREVENTER ASSEMBLY	EA	2	2500	5000
58	208465	SPRINKLER (TYPE A-5)	EA	110	40	4400
59	208471	SPRINKLER (TYPE B-1)	EA	280	30	8,400
60	208526	SPRINKLER (TYPE D-1)	EA	89	4	356

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
61	208527	SPRINKLER (TYPE D-2)	EA	4,710	3.5	16,485
62	208588	3" GATE VALVE	EA	12	550.	6600
63 (F)	208594	3/4" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	56,620	2.750	155,705
64 (F)	208595	1" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	1,755	3	5265
65 (F)	208596	1 1/4" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	775	3	2325
66 (F)	208597	1 1/2" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	1,255	3	3765
67 (F)	208598	2" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	870	3.5	3045
68 (F)	208600	3" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	6,335	6	38,010
69	208645	3/4" QUICK COUPLING VALVE	EA	17	250	4250
70	208683	BALL VALVE	EA	17	300	5100
71	025284	1" FLOW SENSOR	EA	2	650	1300
72 (F)	208808	8" WELDED STEEL PIPE CONDUIT (.250" THICK)	LF	64	90	5760
73	210110	IMPORTED TOPSOIL (CY)	CY	10	40	400
74	210270	ROLLED EROSION CONTROL PRODUCT (NETTING)	SQFT	19,800	0.70	13,860
75	210300	HYDROMULCH	SQFT	72,700	0.030	2181
76	210350	FIBER ROLLS	LF	10,600	2.750	29,150
77	210420	STRAW	SQFT	72,700	0.030	2181
78	210430	HYDROSEED	SQFT	72,700	0.10	7270
79	260203	CLASS 2 AGGREGATE BASE (CY)	CY	31	40	1240
80	390132	HOT MIX ASPHALT (TYPE A)	TON	40	140	5600

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
81	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQYD	180	20	3600
82	397005	TACK COAT	TON	0.1	2000	200
83	511110	DRILL AND BOND DOWEL (CHEMICAL ADHESIVE)	LF	5	800	4000
84	730045	MINOR CONCRETE (GUTTER) (CY)	CY	0.2	400	80
85 (F)	750500	MISCELLANEOUS METAL	LB	350	28	9800,
86	025285	CHAIN LINK FENCE (TYPE CL-6, VINYL CLAD, SLATTED)	LF	880	11	9680
87	860090	MAINTAINING EXISTING TRAFFIC MANAGEMENT SYSTEM ELEMENTS DURING CONSTRUCTION	LS	LUMP SUM	LUMP SUM	2000
88	860797	ELECTRIC SERVICE (IRRIGATION)	LS	LUMP SUM	LUMP SUM	9800
89	999990	MOBILIZATION	LS	LUMP SUM	LUMP SUM	80,000

**TOTAL BID:**

\$ 1,168,923.00



**SUBCONTRACTOR LIST**

DES-QE-0102.2 (REV 3/2011)

Bidder Name: JJ NGUYEN, Inc

The bidder must identify each subcontractor performing work in an amount in excess of 1/2 of 1 percent of the total bid or \$10,000, whichever is greater (Pub Cont Code § 4100 et seq.). Complete columns 1 and 4 and submit with the bid. Complete columns 2 and 3 and submit with the bid or fax to (916) 227-6282 within 24 hours after the bid opening. Failure to provide complete information in columns 1 through 4 within the time specified will result in a nonresponsive bid.

Column 1: Business Name and Location	Column 2: Bid Item Nos.	Column 3: Percentage of Bid Item Subcontracted	Column 4: Description of Subcontracted Work
Tully Consulting Group Dixon, CA	6		Water pollution control
Global Environmental Network Fountain Valley, CA	1	.03	Lead compliance
Lam Electric Co San Jose CA	88	0.09	Electric Service

**ADA Notice** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

DH

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

DES-OE-0102.7 (REV 02/2010)

CONTRACT NO. 04 - 2G3614

Complete one of the following:

• **Small Business Preference**

The undersigned requests small business preference and certifies, under penalty of perjury, that the firm meets the requirements of 2 CA Code of Regs § 1896 et seq. and is certified as a small business at the time and day of bid opening or has submitted a complete application to the Department of General Services (DGS) and is subsequently certified. The complete application and any required substantiating documentation must be received by DGS by 5:00 p.m. on bid opening date.

Small Business Certification (Reference) Number: 43648  
Date: 4/9/13 Signature: [Signature]

• **Non-Small Business Preference**

The undersigned requests non-small business preference and notifies the Department on the Certified Small Business Listing for the Non-Small Business Preference form that it commits to subcontract at least 25 percent of its bid amount with one or more firms that meets the requirements of 2 CA Code of Regs § 1896 et seq. and the firms are certified as small businesses at the time and day of bid opening or have submitted a complete application and are subsequently certified by the Department of General Services (DGS). The complete application and any required substantiating documentation must be received by DGS by 5:00 p.m. on bid opening date. List these firms on the Certified Small Business Listing for the Non-Small Business Preference form.

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



Department of  
**General Services**  
 BUILDING GREEN · BUYING GREEN · WORKING GREEN

## JJ Nguyen, Inc - #43648

### SUPPLIER PROFILE

Legal Business Name	JJ Nguyen, Inc		
Doing Business As	JJ Nguyen, Inc		
Address	3172 Salem DR SAN JOSE, CA 95127	Phone	(408) 259-7982
		FAX	
Email	<a href="mailto:VLTRAN1@YAHOO.COM">VLTRAN1@YAHOO.COM</a>		
Business Types	Construction		
Service Areas	Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara,		
Keywords	Install irrigation system and planting		
Construction License Types	C-27 - Landscaping		
Classifications	701115 - Plants and ornamental trees 701717 - Irrigation 721029 - Facility maintenance and repair services		

### Active Certifications

TYPE	STATUS	FROM	TO
SB (Micro)	Approved	Sep 15, 2011	Sep 30, 2013

### Certification History

TYPE	STATUS	FROM	TO
SB (Micro)	Expired	Sep 11, 2009	Sep 30, 2011
SB (Micro)	Expired	Sep 24, 2008	Sep 30, 2009
SB	Expired	Oct 22, 2007	Oct 31, 2008
SB	Expired	Nov 14, 2006	Nov 30, 2007

**CALIFORNIA COMPANY PREFERENCE**

DES-OE-0102.9 (REV 11/2008)

**This form must be completed and signed by all bidders. Failure of a non-California company to fill out and sign this form may be cause for rejection of its bid. Eligibility for a reciprocal preference for a California company is waived if the California company fails to complete and sign this form under penalty of perjury.**

**The undersigned certifies that it is a "California company" as defined in Pub Cont Code § 6107 and meets one of the following (check appropriate box and enter requested information):**

I am a California company which has its principal place of business in California.

or

I am a California company which has its principal place of business in a state in which there is no local contractor preference on construction contracts.

Name of State: \_\_\_\_\_

or

I am a California company which has its principal place of business in a state in which there is a local contractor preference and my company has paid not less than \$5,000 in sales or use taxes to California for construction related activity for each of the 5 years immediately preceding the submission of the bid.

Name of State: \_\_\_\_\_

California Sales or Use Tax No.: \_\_\_\_\_

or

**The undersigned certifies that it is not a "California company." (Check box and enter requested information.)**

I am not a California company. My principal place of business is in \_\_\_\_\_  
(Enter state or country)

Describe any and all bid preferences provided to your company by the state or country in which your company has its principal place of business. (Attach additional sheets if necessary.)

\_\_\_\_\_

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 4/9/13

Signature of Bidder: *ben toan*

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**BIDDER'S BOND**

DES-OE-0102.3 (REV 3/2008)

We \_\_\_\_\_

\_\_\_\_\_ as Principal, and

as Surety are bound unto the State of California, Department of Transportation, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

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

WHEREAS, the Principal is submitting a bid to the Obligee, for \_\_\_\_\_  
*(Copy here the exact description of work, including location, as it appears on the proposal)*

for which bids are to be opened at \_\_\_\_\_  
*(Insert place where bids will be opened)*  
on \_\_\_\_\_  
*(Insert date of bid opening)*

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance (if specified in the contract) of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

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

Dated: \_\_\_\_\_, 20 \_\_\_\_.

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

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

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

On this \_\_\_\_\_ before me, \_\_\_\_\_,  
*Date Here insert Name and Title of the Officer*  
personally appeared \_\_\_\_\_  
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.

(SEAL)

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

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

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

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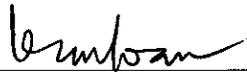
To opt out of payment adjustments for price index fluctuations as specified, complete this form.

Bidder's Name: JJ NGUYEN, Inc

Contract No. 04-2G3614

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

Date: 4/9/13

Signature: 

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We J J Nguyen, Inc.

as Principal, and

American Safety Casualty Insurance Company

as Surety are bound unto the State of California, Department of Transportation, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally.

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

WHEREAS, the Principal is submitting a bid to the Obligee, for Perform Highway planting and Irrigation system.

*(Copy here the exact description of work, including location, as it appears on the proposal)*  
Project 04-2G3614 State Highway in Monterey county in and near Salinas from North of Airport Blvd overcrossing.

for which bids are to be opened at Sacramento, CA

*(insert place where bids will be opened)*

on April 9, 2013

*(insert date of bid opening)*

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance (if specified in the contract) of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

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

Dated: April 8, 2013.

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

23901 Calabasas Rd., Ste 1085  
Calabasas, CA 91302

J J Nguyen, Inc.

*(Signature)*  
Principal

American Safety Casualty Insurance Company

Surety

By

*(Signature)*  
Attorney-in-Fact

Mary Baez, Attorney-in-Fact

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of San Mateo

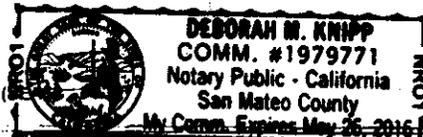
On this April 8, 2013 before me, Deborah M. Knipp, Notary Public

personally appeared Mary Baez

*(Name(s) of Signer(s))*

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

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



WITNESS my hand and official seal.

Signature

*(Signature)*  
Signature of Notary Public



### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that American Safety Casualty Insurance Company has made, constituted and appointed, and by these presents does make, constitute and appoints

**Mary Baez of Belmont, California**

its true and lawful attorney-in-fact, for it and its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertaking and contracts of suretyship to be given to

#### ALL OBLIGEEES

provided that bond or undertaking or contract of suretyship executed under this authority shall not exceed in amount the sum of,

**\*\*\*\*\*Two Million (2,000,000) Dollars\*\*\*\*\***

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company of the 25th day of April, 2012.

**RESOLVED**, that the President in conjunction with the Secretary or any Assistant Secretary may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted to such persons.

**RESOLVED FURTHER**, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company: (i) when signed by the President or any Vice-President and attested and sealed (if a seal is required) by any Secretary or Assistant Secretary or (ii) when signed by the President or any Vice-President or Secretary or Assistant Secretary, and counter-signed and sealed (if a seal is required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal is required) by one or more attorney-in-fact or agents pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

**RESOLVED FURTHER**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effects as though manually affixed.

**IN WITNESS WHEREOF**, American Safety Casualty Insurance Company has caused its official seal to be hereunto affixed, and these presents to be signed by its President and attested by its Secretary this 25th day of April, 2012.

Attest:

Ambuj Jain



Joseph D. Scallo, Jr.

STATE OF GEORGIA )  
COUNTY OF COBB )

On this 25th day of April, 2012, before me personally came Joseph D. Scallo, Jr., to me known, who, being by me duly sworn, did depose and say that he is the President of American Safety Casualty Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is the corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto



Benson Lee Jeffress, Notary Public

I, the undersigned, Secretary of American Safety Casualty Insurance Company, an Oklahoma corporation, DO HEREBY CERTIFY, that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed in the City of Atlanta, in the State of Georgia

Dated this 8th day of April, 2013



Ambuj Jain

**CERTIFICATIONS**

**UNDOCUMENTED ALIENS EMPLOYMENT**

Under Pub Cont Code § 6101, the Bidder certifies compliance with state and federal law respecting the employment of undocumented aliens.

**NONCOLLUSION**

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**  
Under PCC 7106 and 23 USC 112, the bidder declares as follows:

State of California County of Santa Clara

Vivian Tran

, being first duly sworn, deposes and says that he or she is

Office Manager

of IJ NGUYEN, Inc

the party

making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

**CHILD SUPPORT COMPLIANCE ACT**

Under Pub Cont Code § 7110, the contractor acknowledges that:

1. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
2. The contractor to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

**NATIONAL LABOR RELATIONS BOARD**

Under Pub Cont Code § 10232, the contractor, swears under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the contractor within the immediately preceding two year period because of the contractor's failure to comply with an order of a federal court which orders the contractor to comply with an order of the National Labor Relations Board.

**VIOLATION OF LAW OR A SAFETY REGULATION**

Under Pub Cont Code § 10162, the Bidder must complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes

No

If the answer is yes, explain the circumstances in the following space.

### ANTITRUST LAW

Under Pub Con Code § 10285.1, the Bidder declares under penalty of perjury under the laws of the State of California that the Bidder  has  has not been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Pub Cont Code § 1101, with any public entity, as defined in Pub Cont Code § 1100, including the Regents of the University of California or the Trustees of the California State University. The term "Bidder" includes any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

If the Bidder has been convicted of an offense within the past 3 years, provide the conviction details including the date and ultimate resolution of each conviction in the space below.

### PERMITS, LICENSES, AGREEMENTS, CERTIFICATIONS, AND RAILROAD RELATIONS AND INSURANCE REQUIREMENTS

Bidder acknowledges that permits, licenses, agreements, certifications, and the requirements in the document titled "Railroad Relations and Insurance Requirements" are components of the Contract under section 5-1.02 of the *Standard Specifications*.

### BIDDER RESPONSIBILITY QUESTIONNAIRE

Failure to truthfully answer the following questions will result in a finding that the bid is nonresponsive. The Bidder must complete, under penalty of perjury, the following questionnaire:

1. Within the past 10 years, has the Bidder been found to be a nonresponsive bidder by any public entity, including federal, State, local, or regional entities?  
 Yes  No
2. Within the past 10 years, have any of the Bidder's officers or employees with a proprietary interest in the Bidder been determined to be a nonresponsive bidder by a public entity, including federal, State, local or regional entities?  
 Yes  No
3. Is there any officer or employee of the Bidder who now has or has had any proprietary interest in another company that bid or bids on public works projects whose company has been determined to be a nonresponsive bidder by any public entity, including federal, State, local, or regional entities?  
 Yes  No
4. If the answer to any of the 3 preceding questions is yes, disclose all pertinent details of the determination of nonresponsibility, including:
  - 4.1. Date of each nonresponsibility determination
  - 4.2. Name of each public agency issuing the nonresponsibility determination and a contact person at that agency who would have information about the determination
  - 4.3. Contract number for each nonresponsibility determination

### END CERTIFICATIONS