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Caltrans[®]

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

BID

FOR CONSTRUCTION ON STATE HIGHWAY IN SAN DIEGO COUNTY IN SAN DIEGO ON
ROUTE 5 FROM 0.1 MILE SOUTH OF PARK BOULEVARD OVERCROSSING TO 6TH
AVENUE OVERCROSSING AND ON ROUTE 163 FROM "A" STREET TO 0.2 MILE NORTH
OF 6TH AVENUE ON-RAMP UNDERCROSSING

In District 11 On Route 5, 163

Under

Notice to Bidders and Special Provisions dated January 21, 2014

Standard Specifications dated 2010

Project plans approved December 9, 2013

Standard Plans dated 2010

Identified by

Contract No. 11-265014

11-SD-5, 163-R15.7/R16.3, 0.5/3.2

Project ID 1100020306

Federal-Aid Project

ACNHP-0051(626)E

Electronic Advertising Contract

Bids open Thursday, February 27, 2014

Dated January 21, 2014

AADD



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CONTRACT NO. 11 - 265014

NAME OF BIDDER ACCU construction, Inc.
BUSINESS P.O. BOX _____
CITY, STATE, ZIP _____
BUSINESS STREET ADDRESS 1526 Brookhollow Dr. Suite 7b
(Include even if P.O. Box used)
CITY, STATE, ZIP Santa Ana, CA 92705
TELEPHONE NO: AREA CODE (714) 644-4730
FAX NO: AREA CODE (714) 644-4704
CONTRACTOR LICENSE NO. 822927

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)

Dennis Yum

DATE SIGNED (Do not type)

2/25/14

PRINTED NAME AND TITLE OF PERSON SIGNING

Dennis Yum, President

BID ITEM LIST

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
1	070030	LEAD COMPLIANCE PLAN	LS	LUMP SUM	LUMP SUM	2,200
2	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM	LUMP SUM	13,600
3	120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM	LUMP SUM	120,000
4	128651	PORTABLE CHANGEABLE MESSAGE SIGN (EA)	EA	4	4,800 5,600	19,200
5	130100	JOB SITE MANAGEMENT	LS	LUMP SUM	LUMP SUM	3,000
6	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	LUMP SUM	LUMP SUM	3,000
7	130330	STORM WATER ANNUAL REPORT	EA	2	2,000.00	4,000.00
8	130610	TEMPORARY CHECK DAM	LF	42	6	252
9	130620	TEMPORARY DRAINAGE INLET PROTECTION	EA	12	250	3,000
10	130710	TEMPORARY CONSTRUCTION ENTRANCE	EA	5	5,000	25,000
11	130900	TEMPORARY CONCRETE WASHOUT	LS	LUMP SUM	LUMP SUM	2,000
12	150608	REMOVE CHAIN LINK FENCE	LF	520	12	6,240
13	150685	REMOVE IRRIGATION FACILITY	LS	LUMP SUM	LUMP SUM	10,000
14	150770	REMOVE ASPHALT CONCRETE PAVEMENT (SQFT)	SQFT	3,860	1	3,860
15	190101	ROADWAY EXCAVATION	CY	220	35	7,700
16	190107	ROADWAY EXCAVATION (TYPE Y-1) (AERIALY DEPOSITED LEAD)	CY	490	45	22,050
17	200002	ROADSIDE CLEARING	LS	LUMP SUM	LUMP SUM	288,000
18	200052	PRUNE EXISTING PLANTS	LS	LUMP SUM	LUMP SUM	225,000
19	200114	ROCK BLANKET	SQYD	740	9298	225,000 68,080
20	200120	CULTIVATE	SQYD	35,200	1	35,200

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Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
21	200122	WEED GERMINATION	SQYD	30,700	1	30,700
22	202011	MULCH	CY	130	30	3,900
23	202035	FERTILIZER (PACKET)	EA	1,500	0.20	300
24	202036	SLOW RELEASE OR CONTROLLED RELEASE FERTILIZER	LB	8,050	2	16,100
25	204006	PLANT (GROUP F)	EA	30,600	0.49	14,994
26 (F)	204008	PLANT (GROUP H)	EA	346,700	0.30	104,010
27	204011	PLANT (GROUP K)	EA	52	1600	83,200
28	204035	PLANT (GROUP A)	EA	830	13	10,790
29	204036	PLANT (GROUP B)	EA	130	38	4,940
30	204038	PLANT (GROUP U)	EA	150	120	18,000
31	204042	TURF (SOD)	SQYD	30,000	5.24	157,200
32	204096	MAINTAIN EXISTING PLANTED AREAS	LS	LUMP SUM	LUMP SUM	60,000
33	204099	PLANT ESTABLISHMENT WORK	LS	LUMP SUM	LUMP SUM	464,094
34	026874	ROCK MULCH	SQYD	3,620	30 27	108,600 97,740
35	206400	CHECK AND TEST EXISTING IRRIGATION FACILITIES	LS	LUMP SUM	LUMP SUM	5,000
36	206560	CONTROL AND NEUTRAL CONDUCTORS	LS	LUMP SUM	LUMP SUM	84,210
37	206602	1" ELECTRIC REMOTE CONTROL VALVE	EA	25	350	8,750
38	206604	1 1/2" ELECTRIC REMOTE CONTROL VALVE	EA	190	375	71,250
39	026420	2" ELECTRIC REMOTE CONTROL VALVE (MASTER)	EA	1	425	425
40	026421	3" ELECTRIC REMOTE CONTROL VALVE (MASTER)	EA	2	1000	2,000

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Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
41	026422	2" FLOW SENSOR	EA	1	1,000	1,000
42	026423	3" FLOW SENSOR	EA	2	1,500	1,500
43	026424	40 STATION SATELLITE IRRIGATION CONTROLLER AND 28 CHANNEL CLUSTER CONTROL UNIT IN DOUBLE CABINET	EA	1	30,000	30,000
44	026425	24 STATION SATELLITE IRRIGATION CONTROLLER AND 28 CHANNEL CLUSTER CONTROL UNIT IN DOUBLE CABINET	EA	1	27,000	27,000
45	026426	24 STATION SATELLITE IRRIGATION CONTROLLER IN SINGLE CABINET WITH FLOW MONITOR	EA	2	15,000	30,000
46	026427	40 STATION SATELLITE IRRIGATION CONTROLLER IN SINGLE CABINET	EA	4	14,000	56,000
47	026428	40 STATION SATELLITE IRRIGATION CONTROLLER IN SINGLE CABINET WITH FLOW MONITOR	EA	1	15,800	15,800
48 (F)	208009	4" GALVANIZED STEEL PIPE (SUPPLY LINE)	LF	100	60	6,000
49	208415	CERTIFY BACKFLOW PREVENTERS	LS	LUMP SUM	LUMP SUM	400
50	208421	BACKFLOW PREVENTER ASSEMBLY ENCLOSURE	EA	2	3,577	7,154
51	208426	2" BACKFLOW PREVENTER ASSEMBLY	EA	4	2,000	8,000
52	208459	SPRINKLER (TYPE A-11)	EA	100	50	5,000
53	208460	SPRINKLER (TYPE A-12)	EA	300	75	22,500
54	208465	SPRINKLER (TYPE A-5)	EA	300	49.79 23,700	14,700
55	208466	SPRINKLER (TYPE A-6)	EA	170	75	12,750
56	208467	SPRINKLER (TYPE A-7)	EA	470	49	23,030
57	208468	SPRINKLER (TYPE A-8)	EA	400	75	30,000
58	208480	SPRINKLER (TYPE C-2 MOD)	EA	370	30	11,100
59	208565	REPLACE VALVE BOX COVER	EA	27	20	540
60	208575	2" GATE VALVE	EA	58	300	17,400

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
61	208588	3" GATE VALVE	EA	17	700	11,900
62 (F)	208595	1" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	39,950	3.50	139,825
63 (F)	208596	1 1/4" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	24,826	4.00	99,304
64 (F)	208597	1 1/2" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	5,004	4.25	21,267
65 (F)	208598	2" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	15,129	5.00	75,645
66 (F)	208599	2 1/2" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	14,686	6.00	88,116
67 (F)	208605	2" PLASTIC PIPE (CLASS 315) (SUPPLY LINE)	LF	434	6.00	2,604
68 (F)	208606	2 1/2" PLASTIC PIPE (CLASS 315) (SUPPLY LINE)	LF	551	7.00	3,857
69 (F)	208607	3" PLASTIC PIPE (CLASS 315) (SUPPLY LINE)	LF	16,760	8.00	134,080
70 (F)	208608	4" PLASTIC PIPE (CLASS 315) (SUPPLY LINE)	LF	9,555	12.00	114,660
71	208739	10" CORRUGATED HIGH DENSITY POLYETHYLENE PIPE CONDUIT	LF	66	200	11,000
72	026429	8" PLASTIC PIPE (SCHEDULE 40) (CONDUIT)	LF	280	106	29,680
73	210350	FIBER ROLLS	LF	27,400	2.70	73,980
74	210600	COMPOST	SQFT	13,500	0.50	6,750
75	210630	INCORPORATE MATERIALS	SQFT	13,500	0.30	4,050
76	026430	SOIL STABILIZER	SQYD	5,230	3.50	18,305
77	026431	MINOR CONCRETE (EXPOSED AGGREGATE)	CY	61	747	45,567
78	026432	CHAIN LINK FENCE (TYPE CL-8, VINYL-CLAD)	LF	520	43	22,360
79	802502	4' CHAIN LINK GATE (TYPE CL-6, VINYL-CLAD)	EA	5	1900	9,500
80	026433	4' CHAIN LINK GATE (TYPE CL-8, VINYL-CLAD)	EA	1	1955	1,955

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Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
81	860090	MAINTAINING EXISTING TRAFFIC MANAGEMENT SYSTEM ELEMENTS DURING CONSTRUCTION	LS	LUMP SUM	LUMP SUM	5,000
82	860797	ELECTRIC SERVICE (IRRIGATION)	LS	LUMP SUM	LUMP SUM	93,500
83	999990	MOBILIZATION	LS	LUMP SUM	LUMP SUM	50,000

TOTAL BID:

3,494,124.⁰⁰
\$ ~~3,481,104.⁰⁰~~
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SUBCONTRACTOR LIST

DES-OE-0102.2 (REV 3/2011)

Bidder Name: ACCU Construction, 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
Maneri Traffic Control	2	100%	construction Area Signs
So. Cal Tree Care Escondido	17	100%	Roadside clearing
	18	100%	Prune Existing Plants
	14	100%	Remove AC Pavement DJ
HxM Engineering Buena Park	19	100%	Rock Blanket
	34	100%	Rock Mulch
HxM Engineering Buena Park	77	100%	Minor Concrete
ACE Fence Company La Puente	78	100%	Chain Link Fence
	79	100%	4' chain Link Gate
	80	100%	4' chain Link Gate
Perry Electric	82	100%	Electric Service
Santee, CA Steiny and Company, El Cajon			
PM Landscaping	31	100% 50%	Turf installation only
Bullseye Boring Calimesa	71	100%	10" CHDP Boring
	72	100%	8" Plastic Pipe
	76	100%	Soil stabilizer DJ
Statewide Traffic Safety Foray, CA	73, 8, 9	100%	Fiber Rolls, Temp check Dam
BMP Solutions, Riverside			Temp. Drainage Inlet
Bullseye Boring Calimesa, CA	71	100%	Boring
	72	100%	

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.

We ACCU Construction, Inc.

as Principal, and

Travelers Casualty and Surety Company of America

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 Install Highway Planting and Automatic irrigation
(Copy here the exact description of work, including location, as it appears on the proposal)
Systems - Project NO. 11-265014
for which bids are to be opened at California Transportation Department 3347 Michelson Drive,
(insert place where bids will be opened)
Suite 100, Irvine, CA 92612-1692 on February 27th, 2014
(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: February 6th, 2014

Correspondence or claims relating to this bond should be sent to the surety at the following address:
One Tower Square, Hartford, CT 06183

ACCU Construction, Inc.
[Signature]
Principal
Travelers Casualty and Surety Company of America
[Signature]
Surety
By [Signature]
Attorney-in-Fact

Shawn Blume

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of _____ } see attached

On this _____ before me, _____

Date

Here insert Name and Title of the Officer

personally appeared _____

Name(s) of Signor(s)

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

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

WITNESS my hand and official seal.

(SEAL)

Signature _____

Signature of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 2/6/14 before me, Barbara Copeland, Notary Public
Date Here Insert Name and Title of the Officer

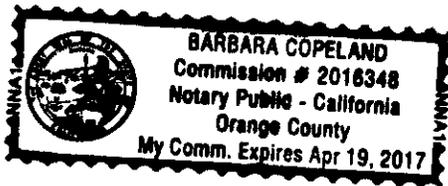
personally appeared Shawn Blume
Name(s) of Signer(s)

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 Barbara Copeland
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another 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: Shawn Blume

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 223980

Certificate No. 004504460

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Eric Lowey, Mark Richardson, Stephanie Hoang, and Shawn Blume

of the City of Costa Mesa, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 6th day of September, 2011.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 6th day of September, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of February, 2014.

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

BIDDER'S BOND

DES-OE-0102.3 (REV 3/2008)

Contract No. _____

Bond No. _____

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

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.

OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

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

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

Bidder's Name: _____ Contract No. ____ - _____

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

Date: _____ Signature: _____

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.

SMALL BUSINESS STATUS

DES-OE-0102.4 (REV 3/2008)

CONTRACT NO. 54-2165745

Are you certified as a "Small Business" by the Office of Small Business and DVBE Services of the Department of General Services of the State of California? Check one:

Yes: Certification number? 36905 No

Note: This small business questionnaire is included for statistical reporting only.

GOOD FAITH EFFORTS DOCUMENTATION - DBE

DES-OE-0102.11A (NEW 06/2012)

4. List the names and dates of each publication in which a request for DBE participation for this project was placed by the bidder. Attach copies of published advertisements or proofs of publication:

Publications	Dates of Advertisement

5. List the names of agencies and the dates on which they were contacted to provide assistance in contacting, recruiting and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.

Name of Agency	Date of Contact	Method of Contact	Results

6. List efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. Identify the DBE assisted, the information provided, and the date of contact. Provide copies of supporting documents.

7. List efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate. Identify the DBE assisted, the assistance offered, and the date. Provide copies of supporting documents.

8. Include additional data to support a demonstration of good faith efforts.

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-8410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-88, Sacramento, CA 95814.

CERTIFICATIONS

FEDERAL-AID PROJECTS DISCLOSURE OF LOBBYING ACTIVITIES CERTIFICATION

Bidder certifies, to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Bidder also agrees by submitting a bid that it must require the language of this certification be included in subcontracts over \$100,000 and these subcontractors shall certify and disclose.

**INSTRUCTIONS FOR COMPLETION OF SF-LLL,
DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application b. initial award c. post-award	3. Report Type: <input type="checkbox"/> a. initial b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> Congressional District, <i>if known:</i>	5. If Reporting Entity in No. 4 is Subawardee Enter Name and Address of Prime: <p align="center">Congressional District, <i>if known:</i></p>	
6. Federal Department/Agency:	7. Federal Program Name/Description: <p align="center">CFDA Number, if applicable _____</p>	
8. Federal Action Number, <i>if known:</i>	9. Award Amount, <i>if known:</i> <p align="center">\$ _____</p>	
10 a. Name and Address of Lobby Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ <i>N/A</i> Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

EQUAL EMPLOYMENT OPPORTUNITY REGULATION CERTIFICATION

Bidder _____, proposed subcontractor _____, certifies that he has has not participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, if required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the filing requirements.

Notes:

- The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)
- Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.
- Prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless the Contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29, DEBARMENT AND SUSPENSION CERTIFICATION

Bidder, under penalty of perjury, certifies that, except as noted below, it or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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 Orange

Dennis Yum, being first duly sworn, deposes and says that he or she is
President of ACCU Construction 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