

Review

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**Caltrans**

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

# BID

FOR CONSTRUCTION ON STATE HIGHWAY IN ORANGE COUNTY IN LAKE FOREST,  
LAGUNA HILLS AND IRVINE ON ROUTE 5 FROM LAKE FOREST DRIVE  
OVERCROSSING TO ALTON PARKWAY OVERCROSSING AND ON ROUTE 405 FROM  
405/5 SEPARATION TO 0.2 MILE NORTH OF IRVINE CENTER DRIVE OVERCROSSING

In District 12 On Route 5, 405

Under

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*Notice to Bidders and Special Provisions* dated June 2, 2014

*Standard Specifications* dated 2010

Project plans approved January 27, 2014

*Standard Plans* dated 2010

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Identified by

Contract No. 12-0J61U4

12-Ora-5, 405-19.2/22.2, 0.0/1.2

Project ID 1212000029

Federal-Aid Project

ACIM-X059(055)E

TM

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CONTRACT NO. 12-0J61U4

NAME OF BIDDER ACCU Construction, Inc.  
BUSINESS P.O. BOX ~~2098 S. Grand Ave, Suite A~~  
CITY, STATE, ZIP Santa Ana, CA 92705  
BUSINESS STREET ADDRESS 2098 S. Grand Ave. Suite A  
(Include even if P.O. Box used)  
CITY, STATE, ZIP Santa Ana, CA 92705  
TELEPHONE NO: AREA CODE (714) 641-4730  
FAX NO: AREA CODE (714) 641-4704  
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:

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4. Bidder submits this bid with one of the following forms of bidder's security equal to at least 10 percent of the bid:

Cash \$ \_\_\_\_\_, Cashiers Check, Certified Check, Bidder's Bond

5. Bidder's signature is an affirmation of the included certifications. Bidder is cautioned that making a false certification may result in one or more of the following:

- 5.1. Criminal prosecution
- 5.2. Rejection of the bid
- 5.3. Rescission of the award
- 5.4. Termination of the Contract

BY (Authorized Signature)

Dennis Lyum  
**DENNIS LYUM, President**

PRINTED NAME AND TITLE OF PERSON SIGNING

DATE SIGNED (Do not type)

7/16/14

**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	880
2	080050	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	LUMP SUM	LUMP SUM	1,000
3	090100	TIME-RELATED OVERHEAD (WDAY)	WDAY	250	3,000	750,000
4	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM	LUMP SUM	7,200
5	120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM	LUMP SUM	48,000
6	128652	PORTABLE CHANGEABLE MESSAGE SIGN (LS)	LS	LUMP SUM	LUMP SUM	800
7	130100	JOB SITE MANAGEMENT	LS	LUMP SUM	LUMP SUM	4,000
8	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	LUMP SUM	LUMP SUM	2,000
9	130310	RAIN EVENT ACTION PLAN	EA	15	500.00	7,500.00
10	130320	STORM WATER SAMPLING AND ANALYSIS DAY	EA	18	640	11,520
11	130330	STORM WATER ANNUAL REPORT	EA	2	2,000.00	4,000.00
12	130570	TEMPORARY COVER	SQYD	2,500	2,40	6,000
13	130610	TEMPORARY CHECK DAM	LF	360	4.80	1,728
14	130620	TEMPORARY DRAINAGE INLET PROTECTION	EA	42	24	1,008
15	130640	TEMPORARY FIBER ROLL	LF	40,000	2,00	80,000
16	130650	TEMPORARY GRAVEL BAG BERM	LF	400	4,00	1,600
17	130710	TEMPORARY CONSTRUCTION ENTRANCE	EA	2	4,000	8,000
18	130730	STREET SWEEPING	LS	LUMP SUM	LUMP SUM	6,400
19	130900	TEMPORARY CONCRETE WASHOUT	LS	LUMP SUM	LUMP SUM	2,400
20	150685	REMOVE IRRIGATION FACILITY	LS	LUMP SUM	LUMP SUM	25,600

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
21	151251	SALVAGE IRRIGATION FACILITY	LS	LUMP SUM	LUMP SUM	4,000
22	027531	RELOCATE BOOSTER PUMP	EA	1	2,400	2,400
23	160102	CLEARING AND GRUBBING (LS)	LS	LUMP SUM	LUMP SUM	19,200
24	200002	ROADSIDE CLEARING	LS	LUMP SUM	LUMP SUM	19,200
25	200114	ROCK BLANKET	SQFT	33,000	<del>10.00</del> 12.00	<del>330,000</del> 396,000 DJ
26	202006	SOIL AMENDMENT	CY	<del>620</del> 660	52.00	34,320
27	202039	SLOW-RELEASE FERTILIZER	LB	<del>2,800</del> 5,560	0.80	4,448
28	204006	PLANT (GROUP F)	EA	53,400	0.36	19,224
29	204008	PLANT (GROUP H) 56572	EA	253,000	0.224	56,572
30	204011	PLANT (GROUP K)	EA	17	273. <sup>60</sup>	4,651. <sup>20</sup>
31	204035	PLANT (GROUP A)	EA	43,700	8. <sup>00</sup>	349,600
32	204036	PLANT (GROUP B)	EA	140	20. <sup>80</sup>	2,912
33	204038	PLANT (GROUP U)	EA	88	97. <sup>60</sup>	8,588. <sup>80</sup>
34	204096	MAINTAIN EXISTING PLANTED AREAS	LS	LUMP SUM	LUMP SUM	12,000
35	204099	PLANT ESTABLISHMENT WORK	LS	LUMP SUM	LUMP SUM	336,000
36	205035	WOOD MULCH	CY	4,940	26.40	130,416
37	206400	CHECK AND TEST EXISTING IRRIGATION FACILITIES	LS	LUMP SUM	LUMP SUM	<del>1,000</del> 800 DJ
38	206402	OPERATE EXISTING IRRIGATION FACILITIES	LS	LUMP SUM	LUMP SUM	800
39	206560	CONTROL AND NEUTRAL CONDUCTORS	LS	LUMP SUM	LUMP SUM	107,936
40	206564	1 1/2" REMOTE CONTROL VALVE	EA	46	300	13,800

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
41	206565	2" REMOTE CONTROL VALVE	EA	250	320	80,000
42	206566	2 1/2" REMOTE CONTROL VALVE	EA	6	340	2,040
43	206567	3" REMOTE CONTROL VALVE	EA	4	380	1,520
44	206568	4" REMOTE CONTROL VALVE	EA	3	800	2,400
45	206636	3" WYE STRAINER ASSEMBLY	EA	1	480	480
46	206761	24-32 STATION IRRIGATION CONTROLLER (PEDESTAL MOUNTED)	EA	2	9,600	19,200
47	206762	30-42 STATION IRRIGATION CONTROLLER (PEDESTAL MOUNTED)	EA	6	11,200	67,200
48	027532	48 STATION CONTROLLER (PEDESTAL MOUNTED)	EA	1	12,000	12,000
49	206851	MASTER IRRIGATION CONTROLLER	EA	1	12,800	12,800
50	208008	3" GALVANIZED STEEL PIPE (SUPPLY LINE)	LF	600	36	21,600
51	208009	4" GALVANIZED STEEL PIPE (SUPPLY LINE)	LF	140	48	6,720
52	208046	4" GALVANIZED STEEL PIPE (SUPPLY LINE ON BRIDGE)	LF	110	240	26,400
53	208304	WATER METER	EA	2	50,000	100,000
54	208416	CERTIFY EXISTING BACKFLOW PREVENTERS	LS	LUMP SUM	LUMP SUM	320
55	208430	4" BACKFLOW PREVENTER ASSEMBLY	EA	2	4,800	9,600
56	208442	FLOW SENSOR	EA	9	1,000	9,000
57	208446	RISER SPRINKLER ASSEMBLY (GEAR DRIVEN)	EA	1,920	36	69,120
58	208447	POP-UP SPRINKLER ASSEMBLY (GEAR DRIVEN)	EA	590	60	35,400
59	208448	RISER SPRINKLER ASSEMBLY	EA	150	24	3,600
60	027533	RISER SPRINKLER ASSEMBLY (WITH ROTARY NOZZLE)	EA	1,130	24	27,120

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
61	027534	POP-UP SPRINKLER ASSEMBLY (WITH ROTARY NOZZLE)	EA	74	24	1.776
62	208576	2 1/2" GATE VALVE	EA	2	360	720
63	208588	3" GATE VALVE	EA	19	400	7,600
64	208589	4" GATE VALVE	EA	11	560	6,160
65	208590	6" GATE VALVE	EA	1	800	800
66 (F)	208594	3/4" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	42,695	2.40	102,468
67 (F)	208595	1" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	23,708	2.80	66,382.40
68 (F)	208596	1 1/4" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	35,640	3.20	114,048
69 (F)	208597	1 1/2" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	17,335	3.60	62,406
70 (F)	208598	2" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	27,825	4.00	111,300
71 (F)	208599	2 1/2" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	2,620	4.40	11,528
72 (F)	208601	4" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	256	8.00	2,048
73 (F)	208602	6" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	128	16.00	2,048
74 (F)	208607	3" PLASTIC PIPE (CLASS 315) (SUPPLY LINE)	LF	22,450	8.00	179,600
75 (F)	208608	4" PLASTIC PIPE (CLASS 315) (SUPPLY LINE)	LF	7,800	12.00	93,600
76 (F)	208609	6" PLASTIC PIPE (CLASS 315) (SUPPLY LINE)	LF	4,200	16.80	70,560
77	208683	BALL VALVE	EA	91	200	18,200
78 <del>157</del>	208739	10" CORRUGATED HIGH DENSITY POLYETHYLENE PIPE CONDUIT	LF	520	40	20,800
79	208815	2" WELDED STEEL PIPE CONDUIT	LF	710	24	17,040
80	208820	10" WELDED STEEL PIPE CONDUIT	LF	220	112	24,640

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Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
81	210010	MOVE-IN/MOVE-OUT (EROSION CONTROL)	EA	3	800	2,400
82	210220	EROSION CONTROL (DRILL SEED) (SQYD)	SQYD	3,550	1.12	3,976
83	210270	ROLLED EROSION CONTROL PRODUCT (NETTING)	SQFT	22,400	0.48	10,752
84	210600	COMPOST	SQFT	636,000	0.24	152,640
85	210630	INCORPORATE MATERIALS	SQFT	31,800	0.08	2,544
86	260203	CLASS 2 AGGREGATE BASE (CY)	CY	470	67.20	31,584
87	390136	MINOR HOT MIX ASPHALT	TON	4	92	368
88	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQYD	20	160	3,200
89	394095	ROADSIDE PAVING (MISCELLANEOUS AREAS)	SQYD	1,670	24	40,080
90	720110	SMALL-ROCK SLOPE PROTECTION	CY	150	92	13,800
91	721017	ROCK SLOPE PROTECTION (FACING, METHOD B) (CY)	CY	420	88	36,960
92	721810	SLOPE PAVING (CONCRETE)	CY	190	296	56,240
93	729011	ROCK SLOPE PROTECTION FABRIC (CLASS 8)	SQYD	1,600	4.8	7,680
94	731530	MINOR CONCRETE (TEXTURED PAVING)	CY	390	320	124,800
95	860090	MAINTAINING EXISTING TRAFFIC MANAGEMENT SYSTEM ELEMENTS DURING CONSTRUCTION	LS	LUMP SUM	LUMP SUM	2,400
96	860797	ELECTRIC SERVICE (IRRIGATION)	LS	LUMP SUM	LUMP SUM	142,600
97	999990	MOBILIZATION	LS	LUMP SUM	LUMP SUM	280,000

TOTAL BID:

~~\$ 4,829,795.60~~  
 4,763,795.60

4759072.40

**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
Arrow Signs Temecula, CA	4	100	Construction Area Signs
Statewide Traffic Safety & Signs Polway, CA	5	50	<del>Traffic Control System</del> Lane Closure
Rock Structures Corona, CA	<del>85, 90</del> 91, 93	100	<del>Rock Blanket</del> , Rock slope protect.
Turboscape	36	100	Rock slope Protection fabric Wood Mulch
Bullseye Boring Colton, CA	<del>78</del> 80	90	<del>10" Corrugated HDPE</del> DS 10" Welded steel Pipe
Borders Builders Los Angeles, CA	81, 82 83, 84 85	100	Erosion Controls
Hardy & Harper Santa Ana, CA	87 88 89	100	Minor Hot Mix Asphalt Place Hot Mix Asphalt Roadside Paving
HYM Engineering, Inc. Buena Park	92 94 25	100	Slope Paving Minor Concrete Rock Blanket
Juno Electrical Athambia, CA	96	100	Electric Service
Statewide Traffic Safety & Signs Polway, CA	14 15	100	Temporary Drainage Inlet Protection Temporary Fiber Roll
V & E Tree Service Orange, CA	23 24	100	Roadside clearing

**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.

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**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*

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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: \_\_\_\_\_ Contract No. \_\_\_\_ - \_\_\_\_\_

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

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

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### 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

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 For Construction on State Highway in Orange County in Lake Forest, Laguna Hills and Irvine on Route 5 from Lake Forest Drive Overcrossing to Alton Parkway overcrossing and on Route 405 from 405/5 separation to\*  
(Copy here the exact description of work, including location, as it appears on the proposal)  
for which bids are to be opened at Caltrans 3347 Michelson Drive, Suite 100, Irvine, CA 92612-1692  
(insert place where bids will be opened)  
on July 17th, 2014  
(insert date of bid opening)  
\*0.2 mile north of Irvine Center Drive Crossing

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: July 10th, 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  
Surety

By [Signature]  
Attorney-in-Fact Stephanie Hoang

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

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

On this \_\_\_\_\_

before me, \_\_\_\_\_

see attached

personally appeared \_\_\_\_\_

Here insert Name and Title of the Officer

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 with Records and Forms Management, 1120 N. Street, MS-89, Sacramento, CA 95814

For information call (916) 654-6410 or TDD (916) 654-3880 or

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Orange

On 1/10/14 before me,

Barbara Copeland, Notary Public  
Here Insert Name and Title of the Officer

personally appeared

Stephanie Hoang  
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: Stephanie Hoang

- 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. 004504578

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 10th day of July, 2014

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

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](http://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.