CHECKLIST OF MANDATORY BID FORMS

- Designation of Subcontractors
- Bid Form
- Contractor's Certificate Regarding Workers Compensation
- Non-Collusion Declaration
- Bid Bond (or Bid Guarantee form if Security is other than Bid Bond)
- Substitution Request Form (If Substitution Request Form is not submitted then NO Substitutions will be allowed after the bids are opened)
- Acknowledgment of Bidding Practices Regarding Indemnity
- DVBE Participation Statement
- Contractor’s Certificate Regarding Drug-Free Work Place
- Contractor’s Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy

CONTRACTOR NAME

Universal Asphalt Co, Inc

DISTRICT REVIEWER

J Gesler
# DESIGNATION OF SUBCONTRACTORS FORM

<table>
<thead>
<tr>
<th>Scope of Work</th>
<th>Name of Subcontractor</th>
<th>Location &amp; Place of Business</th>
<th>License Type and Number</th>
<th>DIR Registration Number</th>
<th>E-Mail &amp; Telephone*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Seal coat</td>
<td>Lukens</td>
<td>2060 Evers Ave. La Habra CA 90631</td>
<td>C-32 922475</td>
<td>1000003491</td>
<td><a href="mailto:chrislukens@compuserve.com">chrislukens@compuserve.com</a></td>
</tr>
<tr>
<td>STRIP&amp;PATCH</td>
<td></td>
<td>10246 San Sepulveda Way</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cement Treatment</td>
<td>Pavement Recycling Systems</td>
<td>Junape Valley CA 91752</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Asphalt Replacement
Newport Mesa Unified School District

Designation of Subcontractors
Page 15
<table>
<thead>
<tr>
<th>Scope of Work</th>
<th>Name of Subcontractor</th>
<th>Location &amp; Place of Business</th>
<th>License Type and Number</th>
<th>DIR Registration Number</th>
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</tbody>
</table>

* This information must be provided at the time of submission of bid or must be provided within 24 hours after the time set for the opening of bids. Bidders who choose to provide this information within 24 hours after the time set for the opening of bids are solely responsible to ensure the District receives this information in a timely manner. The District is not responsible for any problems or delays associated with emails, faxes, delivery, etc. Absent a verified fax or email receipt date and time by the District, the District’s determination of whether the information was received timely shall govern and be determinative. Bidder shall not revise or amend any other information in this form submitted at the time of bid. The information submitted at the time of bid shall govern over any conflicts, discrepancies, ambiguities or other differences in any subsequent Subcontractor Designation Forms submitted by the bidder.

Proper Name of Bidder: **Universal Asphalt Co Inc.**

Date: **June 9, 2020**

Name: **Curt Finklebov**

Signature of Bidder Representative: [Signature]

Address: **16010 S Poinset Ave**

Phone: **Santa Fe Springs, CA 90670 (323) 941-0201**
**BID FORM**

FOR

Asphalt Replacement

VARIOUS SCHOOL SITES

Bid No. 107-20

FOR

NEWPORT MESA UNIFIED SCHOOL DISTRICT

<table>
<thead>
<tr>
<th>CONTRACTOR NAME:</th>
<th>Universal Asphalt Co Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS:</td>
<td>10610 S. Painter Ave</td>
</tr>
<tr>
<td></td>
<td>SANTA FE SPRINGS CA 90670</td>
</tr>
<tr>
<td>TELEPHONE:</td>
<td>(562) 941-0201</td>
</tr>
<tr>
<td>FAX:</td>
<td>(562) 941-4080</td>
</tr>
<tr>
<td>EMAIL</td>
<td><a href="mailto:curt.evans@universalasphalt.com">curt.evans@universalasphalt.com</a></td>
</tr>
</tbody>
</table>

Asphalt Replacement
Newport Mesa Unified School District
TO: Newport Mesa Unified School District, acting by and through its Governing Board, herein called "District".

1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract, the cost of the work at the place where the work is to be done, with the Drawings and Specifications, and other Contract Documents, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the District, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the Contract and complete all of the Work in a workmanlike manner required in connection with the construction of:

   BID SCHEDULE NO. 107-20

   Asphalt Replacement at Various School Sites

   in the District described above, all in strict conformance with the drawings and other Contract Documents on file at the Purchasing Office of said District for amounts set forth herein.

2. **BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM:**

   Number       Number       Number       Number       Number       Number       Number       Number       Number

   #1

   Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

3. **TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:**

   Eight Hundred Eighty Thousand Dollars
   ($818,000.00) OPTION # 1

   Seven Hundred Sixty Five Thousand Dollars
   ($765,000.00) OPTION # 2

4. **TIME FOR COMPLETION:** The District may give a notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received the notice to proceed, the Contractor shall complete the work in the time specified in the Agreement. By submitting this bid, Contractor has thoroughly studied this Project and agrees that the Contract Time for this Project is adequate for the timely and proper completion of the Project. Further, Contractor has included in the analysis of the time required for this Project, Rain Days, Governmental Delays, and the requisite time to complete Punch List.

   In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.
If the Contractor believes that a postponement will cause a hardship to it, the Contractor may terminate the contract with written notice to the District within ten (10) days after receipt by the Contractor of the District's notice of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidder, if applicable.

It is understood that the District reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Contractor understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

5. Attached is bid security in the amount of not less than ten percent (10%) of the bid:

Bid bond (10% of the Bid), certified check, or cashier's check (circle one)

6. The required List of Designated Subcontractors is attached hereto.

7. The required Non-Collusion Declaration is attached hereto.

8. The Substitution Request Form, if applicable, is attached hereto.

9. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a Contract in the form attached hereto in accordance with the bid as accepted, and that he or she will also furnish and deliver to the District the Performance Bond and Payment Bond, all within five (5) calendar days after award of Contract, and that the work under the Contract shall be commenced by the undersigned bidder, if awarded the Contract, by the start date provided in the District's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents.

10. The names of all persons interested in the foregoing proposal as principals are as follows:

   [Signature]
   [Name]

   [Signature]
   [Name]

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

11. **PROTEST PROCEDURES.** If there is a bid protest, the grounds shall be submitted as set forth in the Instructions to Bidders.

12. The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

Asphalt Replacement
Newport Mesa Unified School District
License Number: 256323
License Expiration Date: 3/31/2021
Name on License: Universal Asphalt Co Inc.
Class of License: C12/A/C32
DIR Registration Number: 1000001866

If the bidder is a joint venture, each member of the joint venture must include the above information.

13. Time is of the essence regarding this Contract, therefore, in the event the bidder to whom the Contract is awarded fails or refuses to post the required bonds and return executed copies of the Agreement form within five (5) calendar days from the date of receiving the Notice of Award, the District may declare the bidder’s bid deposit or bond forfeited as damages.

14. The bidder declares that he/she has carefully examined the location of the proposed Project, that he/she has examined the Contract Documents, including the Plans, General Conditions, Supplemental Conditions, Addenda, and Specifications, all other documents and requirements that are attached to and/or contained in the Project Manual, all other documents issued to bidders and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

15. DEBARMENT. In addition to seeking remedies for False Claims under Government Code section 12650 et seq. and Penal Code section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board may designate a hearing officer who, in his or her discretion, finds the Contractor has done any of the following:

   a. Intentionally or with reckless disregard, violated any term of a contract with the District;
   b. Committed an act or omission which reflects on the Contractor’s quality, fitness or capacity to perform work for the District;
   c. Committed an act or offense which indicates a lack of business integrity or business honesty; or
   d. Made or submitted a false claim against the District or any other public entity. (See Government Code section 12650, et seq., and Penal Code section 72)

16. DESIGNATION OF SUBCONTRACTORS. In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code section 4100 et seq.) and any amendments thereof, each bidder shall list subcontractors on the District’s form Subcontractor list. This subcontractor list shall be submitted with the bid and is a required form.

Asphalt Replacement
Newport Mesa Unified School District

Bid Form
Page 20
I agree to receive service of notices at the e-mail address listed below.

I, the below-indicated bidder, declare under penalty of perjury that the information provided, and representations made in this bid are true and correct.

**Universal Asphalt Company, Inc.**

Proper Name of Company

**Curt Fraunhofer**

Name of Bidder Representative

10610 S. Painter Ave

Street Address

**Santa Fe Springs CA 90670**

City, State, and Zip

\[562\] 941-0261

Phone Number

\[805\] 941-4070

Fax Number

**Curt@UniversalAsphalt.com**

E-Mail

By: [Signature] Date: 6/9/20

**NOTE:** If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.
<table>
<thead>
<tr>
<th>Contractor Price</th>
<th>TOTAL BID PRICE</th>
<th>ALLOWANCE</th>
<th>TOTAL BASE PRICE</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>$22,000.00</td>
<td>$32,000.00</td>
<td></td>
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<tr>
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<td>$15,000.00</td>
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<tr>
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<td>$12,000.00</td>
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<td>$9,000.00</td>
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<td>$6,000.00</td>
<td>$8,000.00</td>
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</tr>
<tr>
<td>School</td>
<td></td>
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</tr>
<tr>
<td>Option 1 - Asphalt over</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Option 2 - Full depth asphalt over</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Base/Compacted soil</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

Woodland Parking Lot
Wilson Parking Lot
Mariners Parking Lot
Mariners Parking Lot
Killipbrooke Parking Lot
Killipbrooke Parking Lot
Killipbrooke Parking Lot
College Park Parking Lot

Bid # 125-20 Bid Form Worksheet
CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION
FORM

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.

3. For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provision before commencing the performance of the work of this Contract.

(Signature)

Curt Fauntleroy

(Print)

PROJECT MANAGER

(Date)

6/9/20

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Contractor's bid.
NON-COLLUSION DECLARATION

The undersigned declares:

I am the [Title] of [Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on [Date], at [City], [State].

Signed: [Signature]

Typed Name: Curt Frahnle Roy

Asphalt Replacement
Newport Mesa Unified School District

Non-Collusion Declaration Form
Page 23
000834.0001
22196196.1
May 22, 2020
BID BOND FORM

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and ___________ Hartford Fire Insurance Company (hereafter called "Surety"), are hereby held and firmly bound unto the Newport Mesa Unified School District (hereafter called "District") in the sum of Ten Percent of the Total Amount Bid ($________ 10% ) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this _______ day of _______ June _________, 2020.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of Bid No. 107-20 Asphalt Replacement at Various School Sites.

NOW, THEREFORE,

a. If said Bid is rejected, or

b. If said Bid is accepted and the Principal executes and delivers a Contract or the attached Agreement form within five (5) calendar days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnishing materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

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

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including without limitation, attorneys’ fees to be fixed by the court.
IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

Universal Asphalt Co., Inc.

(Corporate Seal)

By

Principal's Signature

Typed or Printed Name

CEO

By

Principal's Title

Kim Luu

Typed or Printed Name

Attorney-in-Fact

Title

Hartford Fire Insurance Company

Surety's Name

One Pointe Drive, Suite 600, Brea, CA 92821

Surety's Address

(714) 674-1291

Surety's Phone Number

(Attached Attorney in Fact Certificate)
IMPORTANT:

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant, or loan funds, it must also appear on the Treasury Department’s most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Hartford Fire Insurance Company

One Pointe Drive, Suite 600

Brea, CA 92821

(Name and Address of agent or representative for service of process in California if different from above)

Alliant Insurance Services, Inc.

1301 Dove Street, Suite 200

Newport Beach, CA 92660

(Telephone Number of Surety and agent or representative for service of process in California).

Surety Telephone No.: (714) 674-1291

Agent Telephone No.: (949) 756-0271
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT  
CIVIL CODE § 1189

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

State of California  
County of Orange  

On JUN 01 2020 before me, ____________

Date ____________

personally appeared ____________

Reece Joel Diaz, Notary Public

Here Insert Name and Title of the Officer

Kim Luu

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 of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document
Title or Type of Document: __________________________

Document Date: __________________________

Number of Pages: __________________________

Signer(s) Other Than Named Above: __________________________

Capacity(ies) Claimed by Signer(s)

Signer’s Name: __________________________

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

Signer Is Representing: __________________________

Signer’s Name: __________________________

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

Signer Is Representing: __________________________

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POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS THAT:

[Checkmarks and corresponding names of companies]

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited:

Mike Parizino, Jeri Apodaca, James A. Schaller, Rhonda C. Abel, Nancy M. Chavez, Tom E. Corbett, Diana Klehl, Kim Luu, Rachelle Rheaault, Belquis Sharif, Conniejo Webberley, Maria Guise, Alicia Cortez, Yovana Espinosa, Heather Saltarelli, Reece Joel Diaz of NEWPORT BEACH, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by X, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, 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 still in full force effective as of Signed and sealed at the City of Hartford.

Kevin Heckman, Assistant Vice President
CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California
County of Los Angeles

On 6/9/2020 before me, Thomas Lloyd Houck, Notary Public.

Date

Here Insert Name and Title of the Officer

personally appeared Daniel M Houck II

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.

Place Notary Seal and/or Stamp Above

OPTIONAL

Signature

Signature of Notary Public

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: __________________________

Document Date: __________________________

Number of Pages: __________________________

Signer(s) Other Than Named Above: __________________________

Capacity(ies) Claimed by Signer(s)

Signer’s Name: __________________________

Signer is Representing: __________________________

☐ Corporate Officer – Title(s): __________________________

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: __________________________

☐ Corporate Officer – Title(s): __________________________

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: __________________________

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ACKNOWLEDGMENT OF BIDDING PRACTICES REGARDING INDEMNITY FORM

TO:       Newport Mesa Unified School District

RE:       Bid Number 107-20

Construction Contract for Asphalt Replacement at Various School Sites

Please be advised that with respect to the above-referenced Project the undersigned Contractor on behalf of itself and all subcontractors hereby waives the benefits and protection of Labor Code section 3864, which provides:

"If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement to do so executed prior to the injury."

This Agreement has been signed by an authorized representative of the contracting party and shall be binding upon its successors and assigns. The undersigned further agrees to promptly notify the District of any changes of ownership of the contracting party or any subcontractor while this Agreement is in force.

[Signature]

Contracting Party

[Signature]

Name of Agent/Title
DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION STATEMENT

Each bidder must complete this form in order to comply with the Newport Mesa Unified School District ("District") policy for participation of disabled veteran business enterprises (School District projects funded in whole or in part by the State of California pursuant to the Leroy F. Greene School Facilities Act of 1998. (Education Code §17070.10, et seq.)

Project Name: Asphalt Replacement at Various School Sites

Bid No.: 107-20

The undersigned, on behalf of the Contractor named below, certifies that the Contractor has made reasonable efforts to secure participation by DVBE in the Contract to be awarded for the above-referenced Bid No., including participation by DVBE subcontractors and/or material suppliers. **Check only one of the following:**

☑️ The Contractor was unable after reasonable efforts to secure DVBE participation in the Contract for the above-referenced Project/Bid No. However, the Contractor will use DVBE services if the opportunity arises at any time during construction of the Project. Upon completion of the Project, the Contractor will report to the District the total dollar amount of DVBE participation in any Contract awarded to Contractor, and in any change orders, for the above-referenced Project.

☐ The Contractor has secured DVBE participation in the Contract for the above referenced Project/Bid No., and anticipates that such DVBE participation will equal approximately ____________________dollars ($_____________), which represents approximately ________ percent (%) of the total Contract for such Project. Upon completion of the Project, Contractor will report to the District the actual total dollar amount of DVBE participation in the Contract awarded to Contractor, and in any change orders, for such Project.

Company: **Universal Asphalt Co Inc**

Name: **Curt Fauntleroy**

Title: **Project Manager**

Signature: ____________________________

Date: 6/9/20
CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

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

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

1. Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition.

2. Establishing a drug-free awareness program to inform employees about all of the following:
   a. The dangers of drug abuse in the workplace;
   b. The person's or organization's policy of maintaining a drug-free workplace;
   c. The availability of drug counseling, rehabilitation and employee-assistance programs; and
   d. The penalties that may be imposed upon employees for drug abuse violations;

3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

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

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

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

DATE: 6/9/20

CONTRACTOR
By: [Signature]

Asphalt Replacement
Newport Mesa Unified School District

Contractor's Certificate Regarding Drug-Free Workplace
Page 32
CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND
TOBACCO-FREE CAMPUS POLICY

The Contractor agrees that it will abide by and implement the District's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, in District-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The Contractor shall procure signs stating, "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: 6/9/20

CONTRACTOR

By: Signature

Asphalt Replacement

Contractor's Certificate Regarding Alcoholic Beverage and
Tobacco-Free Campus

Newport Mesa Unified School District
NEWPORT-MESA UNIFIED SCHOOL DISTRICT

ADDENDUM NO. 1
ASPHALT REPLACEMENT AT VARIOUS SITES
BID No. 107-20
NEWPORT MESA UNIFIED SCHOOL DISTRICT
2985 BEAR ST., BLDG.-A
COSTA MESA, CALIFORNIA 92626

JUNE 3, 2020

The following revisions and/or clarifications shall be made to the BID documents for the above-named work. All work described in the original BID documents and all applicable Sections of the original BID documents shall be included in the contract, except as herein modified:
Acknowledgement of this Addendum shall be made below and submitted with the BID submission. If acknowledgement is not made the proposal may be considered non-responsive.

- **Replace**: Bid Document Bid Form Worksheet (Attached)
- **Replace**: Bid Document Bid Form Page # 18 (Attached)
- **Replace/Add**: Bid Document Architects drawings sections, G0.10, C-1.1, C-2.1, C-2.2, A1.11, A1.12, (Attached)

All other provisions of the BID remain unchanged.

BELOW, PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AND SUBMIT IT WITH YOUR PROPOSAL.

Name:

Signature:

Firm Name: Universal Asphalt Co Inc.

Address: 10610 S. Painted Ave SANTA FE SPRINGS CA 90670
NEWPORT-MESA UNIFIED SCHOOL DISTRICT

Telephone #:  
(562) 941-0001

Fax #:  
(562) 941-4080

(END OF ADDENDUM NO.1)