

## CHECKLIST OF MANDATORY BID FORMS

- ☒ Bid Bond
- ☒ Bid Form
- ☒ Contractor's Certificate Regarding Workers' Compensation
- ☒ Iran Contracting Act Certificate form
- ☒ Public Works Contractor Registration Certification
- ☒ Designation of Subcontractors form
- ☒ Information Required of Bidders form
- ☒ Asbestos-Free Material Certification
- ☒ Recycled Content Certification
- ☒ Drug-Free Workplace Certificate
- ☒ Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy
- ☒ Non-Collusion Declaration form

**CONTRACTOR NAME**

BRACK PAULY

**DISTRICT REVIEWER**

J. Geisler

## BID FORM

NAME OF BIDDER: Beach Paving, Inc.

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

### UNIT PRICE BID ASPHALT PAVING AND SEAL COATING PROJECTS DISTRICTWIDE

BID # 121-21

#### A. BID SCHEDULE

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project for the following UNIT BID PRICE SCHEDULE:

| Where bid is priced per unit of measure (e.g. per foot), the price shall reflect complete cost for work described (including all costs for labor, materials, equipment, including mark up over and above direct costs). |                                                       |             | BID      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|-------------|----------|
| SECTION I - ASPHALT                                                                                                                                                                                                     |                                                       |             |          |
| 1.                                                                                                                                                                                                                      | 3" Remove & replace                                   |             |          |
|                                                                                                                                                                                                                         | 100 SF to 500 SF                                      | Square Foot | \$ 9.31  |
|                                                                                                                                                                                                                         | 501 SF to 1000 SF                                     | Square Foot | \$ 11.23 |
|                                                                                                                                                                                                                         | 1001 SF to 3000 SF                                    | Square Foot | \$ 6.73  |
|                                                                                                                                                                                                                         | 3001 SF & above                                       | Square Foot | \$ 4.91  |
| 2.                                                                                                                                                                                                                      | Bid installation of 3" new asphalt over brushed grade |             |          |
|                                                                                                                                                                                                                         | 100 SF to 500 SF                                      | Square Foot | \$ 9.45  |
|                                                                                                                                                                                                                         | 501 SF to 1000 SF                                     | Square Foot | \$ 11.23 |
|                                                                                                                                                                                                                         | 1001 SF to 3000 SF                                    | Square Foot | \$ 6.73  |
|                                                                                                                                                                                                                         | 3001 SF & above                                       | Square Foot | \$ 4.91  |
| 3.                                                                                                                                                                                                                      | 4" Remove & replace                                   |             |          |
|                                                                                                                                                                                                                         | 100 SF to 500 SF                                      | Square Foot | \$ 10.31 |
|                                                                                                                                                                                                                         | 501 SF to 1000 SF                                     | Square Foot | \$ 12.23 |
|                                                                                                                                                                                                                         | 1001 SF to 3000 SF                                    | Square Foot | \$ 7.73  |
|                                                                                                                                                                                                                         | 3001 SF & above                                       | Square Foot | \$ 5.91  |
| 4.                                                                                                                                                                                                                      | Bid installation of 4" new asphalt over brushed grade |             |          |
|                                                                                                                                                                                                                         | 100 SF to 500 SF                                      | Square Foot | \$ 10.31 |
|                                                                                                                                                                                                                         | 501 SF to 1000 SF                                     | Square Foot | \$ 12.23 |
|                                                                                                                                                                                                                         | 1001 SF to 3000 SF                                    | Square Foot | \$ 7.73  |
|                                                                                                                                                                                                                         | 3001 SF & above                                       | Square Foot | \$ 5.91  |
| 5.                                                                                                                                                                                                                      | 6" Remove & replace                                   |             |          |
|                                                                                                                                                                                                                         | 100 SF to 500 SF                                      | Square Foot | \$ 11.80 |
|                                                                                                                                                                                                                         | 501 SF to 1000 SF                                     | Square Foot | \$ 13.73 |
|                                                                                                                                                                                                                         | 1001 SF to 3000 SF                                    | Square Foot | \$ 9.23  |
|                                                                                                                                                                                                                         | 3001 SF & above                                       | Square Foot | \$ 7.40  |
| 6.                                                                                                                                                                                                                      | Bid installation of 6" new asphalt over brushed grade |             |          |
|                                                                                                                                                                                                                         | 100 SF to 500 SF                                      | Square Foot | \$ 11.80 |
|                                                                                                                                                                                                                         | 501 SF to 1000 SF                                     | Square Foot | \$ 13.73 |

#### BID SCHEDULE

- 11 -

|            |                                                                                          |                          |            |
|------------|------------------------------------------------------------------------------------------|--------------------------|------------|
|            | 1001 SF to 3000 SF                                                                       | Square Foot              | \$ 9.23    |
|            | 3001 SF & above                                                                          | Square Foot              | \$ 7.40    |
| <b>7.</b>  | <b>Skin Patch - 1" thick</b>                                                             |                          |            |
|            | 100 SF to 500 SF                                                                         | Square Foot              | \$ 18.00   |
|            | 501 SF to 1000 SF                                                                        | Square Foot              | \$ 4.85    |
|            | 1001 SF to 3000 SF                                                                       | Square Foot              | \$ 4.85    |
|            | 3001 SF & above                                                                          | Square Foot              | \$ 4.85    |
| <b>8.</b>  | <b>Overlay - one location, "Petromat" fabric with 1½" overlay</b>                        |                          |            |
|            | 500 SF to 1000 SF                                                                        | Square Foot              | \$ 18.00   |
|            | 1001 SF to 5000 SF                                                                       | Square Foot              | \$ 11.18   |
|            | 5001 SF to 10,000 SF                                                                     | Square Foot              | \$ 3.30    |
|            | 10,001 SF to 20,000 SF                                                                   | Square Foot              | \$ 2.50    |
|            | 20,001 SF & above                                                                        | Square Foot              | \$ 1.78    |
| <b>9.</b>  | <b>Overlay - one location, 1" overlay</b>                                                |                          |            |
|            | 500 SF to 1000 SF                                                                        | Square Foot              | \$ 18.00   |
|            | 1001 SF to 5000 SF                                                                       | Square Foot              | \$ 4.85    |
|            | 5001 SF to 10,000 SF                                                                     | Square Foot              | \$ 3.00    |
|            | 10,001 SF to 20,000 SF                                                                   | Square Foot              | \$ 2.25    |
|            | 20,001 SF & above                                                                        | Square Foot              | \$ 1.15    |
| <b>10.</b> | <b>Other</b>                                                                             |                          |            |
|            |                                                                                          | Square Foot to each unit | \$ .60     |
|            | <b>Place 1" additional thickness asphalt</b>                                             |                          |            |
|            |                                                                                          | Square Foot to each unit | \$ 1.00    |
|            | <b>Place 1" additional thickness asphalt - including removal</b>                         |                          |            |
|            | Place 1" thick AGG base, including removal                                               | Square Foot to each unit | \$ 1.00    |
| <b>11.</b> | <b>Speed Bumps - Average 35' long</b>                                                    |                          |            |
|            | Bumps                                                                                    | Each                     | \$ 2,142   |
| <b>12.</b> | <b>6" AC berm</b>                                                                        |                          |            |
|            | Minimum charge                                                                           | Minimum Charge           | \$ 1,800   |
|            | 100 LF to 300 LF                                                                         | Lineal Foot              | \$ 34.00   |
|            | 301 LF to 500 LF                                                                         | Lineal Foot              | \$ 12.00   |
|            | 501 LF to 1000 LF                                                                        | Lineal Foot              | \$ 10.50   |
|            | 1001 LF & above                                                                          | Lineal Foot              | \$ 10.50   |
| <b>13.</b> | <b>Rough grade grass or dirt area, including removal, and place average 3" AC paving</b> |                          |            |
|            | 100 SF to 500 SF                                                                         | Square Foot              | \$ 16.45   |
|            | 501 SF to 1000 SF                                                                        | Square Foot              | \$ 16.45   |
|            | 1001 SF to 3000 SF                                                                       | Square Foot              | \$ 15.00   |
|            | 3001 SF to 6000 SF                                                                       | Square Foot              | \$ 7.75    |
|            | 6001 SF to 10,000 SF                                                                     | Square Foot              | \$ 6.75    |
|            | 10,001 SF & above                                                                        | Square Foot              | \$ 6.75    |
| <b>14.</b> | <b>Ramp transition (toes - typical 4x5, 0" to 3")</b>                                    |                          |            |
|            | Each ramp                                                                                | Per Ramp                 | \$ 1150.00 |
| <b>15.</b> | <b>Redwood headers</b>                                                                   |                          |            |
|            | 2" x 3"                                                                                  | Lineal Foot              | \$ 8.50    |
|            | 2" x 4"                                                                                  | Lineal Foot              | \$ 10.50   |
|            | 2" x 6"                                                                                  | Lineal Foot              | \$ 12.50   |
| <b>16.</b> | <b>Slurry</b>                                                                            |                          |            |
|            | 1 SF to 2000 SF                                                                          | Square Foot              | \$ .96     |

# **BID SCHEDULE**

- 12 -

|                              |                                                            |                |            |
|------------------------------|------------------------------------------------------------|----------------|------------|
|                              | 2001 SF to 10,000 SF                                       | Square Foot    | \$ .28     |
|                              | 10,001 SF to 20,000 SF                                     | Square Foot    | \$ .25     |
|                              | 20,001 SF to 40,000 SF                                     | Square Foot    | \$ .16     |
|                              | 40,001 SF & above                                          | Square Foot    | \$ .16     |
| <b>17.</b>                   | <b>Striping</b>                                            |                |            |
|                              | 3" wide line                                               | Lineal Foot    | \$ .37     |
|                              | 4" wide line                                               | Lineal Foot    | \$ .37     |
|                              | Handicap Stalls                                            | Cost Each      | \$ 93.00   |
|                              | Miscellaneous legends                                      | Cost Each      | \$ 17.65   |
|                              | Stencils 8"-12" (Letters and Numbers)                      | Per Letter     | \$ 2.85    |
|                              | Stencils 24" (Letters and Numbers)                         | Per Letter     | \$ 5.00    |
|                              | 4 Square                                                   | Each           | \$ 95.00   |
|                              | Hop Scotch                                                 | Each           | \$ 115.00  |
|                              | USA Stencil – Color (30'x40')                              | Each           | \$ 3250.00 |
|                              | Basketball Court                                           | Each           | \$ 450.00  |
|                              | Stop Bar/Limit Line                                        | Each           | \$ 85.00   |
|                              | Curb Painting (red/yellow/green/white)                     | Lineal Foot    | \$ 1.15    |
|                              | Directional arrows                                         | Lineal Foot    | \$ 30.00   |
|                              | Sandblasting (up to 4")                                    | Lineal Foot    | \$ 3.50    |
| <b>18.</b>                   | <b>Sealcoat – 1 coat</b>                                   |                |            |
|                              | 1 SF to 2000 SF                                            | Square Foot    | \$ .96     |
|                              | 2001 SF to 10,000 SF                                       | Square Foot    | \$ .28     |
|                              | 10,001 SF to 20,000 SF                                     | Square Foot    | \$ .25     |
|                              | 20,001 SF to 40,000 SF                                     | Square Foot    | \$ .16     |
|                              | 40,001 SF & above                                          | Square Foot    | \$ .16     |
| <b>19.</b>                   | <b>Sealcoat – 2 coats</b>                                  |                |            |
|                              | 1 SF to 2000 SF                                            | Square Foot    | \$ 1.45    |
|                              | 2001 SF to 10,000 SF                                       | Square Foot    | \$ .40     |
|                              | 10,001 SF to 20,000 SF                                     | Square Foot    | \$ .25     |
|                              | 20,001 SF to 40,000 SF                                     | Square Foot    | \$ .20     |
|                              | 40,001 SF & above                                          | Square Foot    | \$ .17     |
| <b>20.</b>                   | <b>Crack repair (COLD material)</b>                        | Lineal Foot    | \$ 1.50    |
|                              | Crackfill                                                  | Lineal Foot    | \$ 1.50    |
| <b>21.</b>                   | <b>Crack repair (HOT material)</b>                         | Lineal Foot    | \$ 1.75    |
|                              | Minimum charge                                             | Minimum Charge | \$ 2250    |
|                              | Crackfill                                                  | Lineal Foot    | \$ 1.75    |
|                              | Weatherproofing membrane (Mirafi MTK or equal)             | Lineal Foot    | \$ 10.00   |
| <b>22.</b>                   | <b>Grinding</b>                                            |                |            |
|                              | 0" to 1-1/2" deep                                          | Square Foot    | \$ 2.00    |
|                              | Grinding asphalt at concrete edges to match elevations     | Square Foot    | \$ 3.50    |
| <b>23.</b>                   | <b>Wheel Stop</b>                                          | Each           | \$ 40.00   |
|                              |                                                            |                |            |
|                              |                                                            |                |            |
|                              |                                                            |                |            |
| <b>SECTION II - CONCRETE</b> |                                                            |                |            |
| <b>24.</b>                   | <b>Remove &amp; replace 4" concrete</b>                    |                |            |
|                              | 0 SF to 100 SF                                             | Square Foot    | \$ 40.00   |
|                              | 101 SF to 300 SF                                           | Square Foot    | \$ 40.00   |
|                              | 301 SF to 500 SF                                           | Square Foot    | \$ 16.50   |
|                              | 501 SF to 1000 SF                                          | Square Foot    | \$ 15.00   |
|                              | 1001 SF to 3000 SF                                         | Square Foot    | \$ 14.00   |
|                              | 3001 SF & above                                            | Square Foot    | \$ 14.00   |
| <b>25.</b>                   | <b>Installation of new 4" concrete over brushed grade.</b> |                |            |

## BID SCHEDULE

- 13 -

|      |                                                                                        |             |           |
|------|----------------------------------------------------------------------------------------|-------------|-----------|
|      | 0 SF to 100 SF                                                                         | Square Foot | \$ 30.00  |
|      | 101 SF to 300 SF                                                                       | Square Foot | \$ 30.00  |
|      | 301 SF to 500 SF                                                                       | Square Foot | \$ 15.00  |
|      | 501 SF to 1000 SF                                                                      | Square Foot | \$ 14.00  |
|      | 1001 SF to 3000 SF                                                                     | Square Foot | \$ 13.00  |
|      | 3001 SF & above                                                                        | Square Foot | \$ 13.00  |
| 26.  | Placement of additional 1" concrete to any of the above units including removal.       | Square Foot | \$ 1.00   |
| 27.  | Placement of additional 1" aggregate base to any of the above units including removal. | Square Foot | \$ 1.00   |
| 28.  | Placement of 6x6x10x10 wire mesh                                                       | Square Foot | \$ .50    |
| 29.  | Placement of 4" Rebar including doby's                                                 | Square Foot | \$ 1.00   |
| 30.  | Remove and replace concrete curb and gutter                                            |             |           |
|      | 0 LF to 100 LF                                                                         | Linear Foot | \$ 58.00  |
|      | 101 LF to 300 LF                                                                       | Linear Foot | \$ 58.00  |
|      | 301 LF to 500 LF                                                                       | Linear Foot | \$ 45.00  |
|      | 501 LF & above                                                                         | Linear Foot | \$ 30.00  |
| 31.  | Installation of new concrete curb and gutter                                           |             |           |
|      | 0 LF to 100 LF                                                                         | Linear Foot | \$ 45.00  |
|      | 101 LF to 300 LF                                                                       | Linear Foot | \$ 45.00  |
|      | 301 LF to 500 LF                                                                       | Linear Foot | \$ 40.00  |
|      | 501 LF & above                                                                         | Linear Foot | \$ 40.00  |
| 32.  | Remove and replace 6" concrete curb                                                    |             |           |
|      | 0 LF to 100 LF                                                                         | Linear Foot | \$ 58.00  |
|      | 101 LF to 300 LF                                                                       | Linear Foot | \$ 58.00  |
|      | 301 LF to 500 LF                                                                       | Linear Foot | \$ 50.00  |
|      | 501 LF & above                                                                         | Linear Foot | \$ 45.00  |
| 33.  | Installation of new 6" concrete curb                                                   |             |           |
|      | 0 LF to 100 LF                                                                         | Linear Foot | \$ 45.00  |
|      | 101 LF to 300 LF                                                                       | Linear Foot | \$ 45.00  |
|      | 301 LF to 500 LF                                                                       | Linear Foot | \$ 40.00  |
|      | 501 LF & above                                                                         | Linear Foot | \$ 40.00  |
| 34.  | Remove existing concrete and install concrete handicap ramp                            |             |           |
|      | 0 SF to 100 SF                                                                         | Square Foot | \$ 70.00  |
|      | 101 SF to 300 SF                                                                       | Square Foot | \$ 55.00  |
|      | 301 SF to 500 SF                                                                       | Square Foot | \$ 50.00  |
|      | 501 SF & above                                                                         | Square Foot | \$ 50.00  |
| 34a. | Add for truncated dome                                                                 | Each        | \$ 650.00 |
| 35.  | Remove and replace concrete flowline (6" thick, 3" wide)                               |             |           |
|      | 0 SF to 100 SF                                                                         | Square Foot | \$ 60.00  |
|      | 101 SF to 300 SF                                                                       | Square Foot | \$ 60.00  |
|      | 301 SF to 500 SF                                                                       | Square Foot | \$ 50.00  |
|      | 501 SF & above                                                                         | Square Foot | \$ 30.00  |
| 36.  | Installation of new concrete flowline (6" thick, 3" wide)                              |             |           |
|      | 0 SF to 100 SF                                                                         | Square Foot | \$ 60.00  |
|      | 101 SF to 300 SF                                                                       | Square Foot | \$ 50.00  |
|      | 301 SF to 500 SF                                                                       | Square Foot | \$ 45.00  |
|      | 501 SF & above                                                                         | Square Foot | \$ 35.00  |
| 37.  | Grind concrete trip hazards to flush                                                   |             |           |
|      | 0" to 2"                                                                               | Linear Foot | \$ 55.00  |
|      |                                                                                        |             |           |
|      |                                                                                        |             |           |

### SECTION III - OTHER

## BID SCHEDULE

|            |                                                                        |           |           |
|------------|------------------------------------------------------------------------|-----------|-----------|
| <b>38.</b> | <b>Operated equipment</b>                                              |           |           |
|            | Backhoe                                                                | Hour      | \$ 175.00 |
|            | Dump truck                                                             | Hour      | \$ 115.00 |
|            | 3.5 Ton Roller                                                         | Hour      | \$ 35.00  |
|            | 8 Ton Roller                                                           | Hour      | 100.00    |
|            | Skip loader                                                            | Hour      | \$ 40.00  |
|            | Bobcat                                                                 | Hour      | \$ 40.00  |
|            | Water truck                                                            | Hour      | \$ 40.00  |
|            | Blade                                                                  | Hour      | \$ 200.00 |
|            | 950 Loader                                                             | Hour      | \$ 200.00 |
|            | Sweeper                                                                | Hour      | \$ 200.00 |
|            | Paving Machine - Bare                                                  | Hour      | \$ 125.00 |
| <b>39.</b> | <b>Non-operated equipment</b>                                          |           |           |
|            | Pick-up truck                                                          | Hour      | \$ 20.00  |
|            | Air Compressor                                                         | Hour      | \$ 20.00  |
| <b>40.</b> | <b>Hourly labor – not covered in unit prices</b>                       |           |           |
|            | Foreman                                                                | Hour      | \$ 115.00 |
|            | Operator/Screedman                                                     | Hour      | \$ 115.00 |
|            | Laborer                                                                | Hour      | \$ 85.00  |
|            | Mason                                                                  | Hour      | \$ 95.00  |
| <b>41.</b> | <b>Minimum charge for any job</b>                                      | Lump Sum  | \$ 975.00 |
| <b>42.</b> | <b>Other Costs – bid costs for mark-up over and above direct costs</b> |           |           |
|            | Rental equipment                                                       | % Mark-up | 15 %      |
|            | Materials                                                              | % Mark-up | 10 %      |
|            | Supplies and incidentals                                               | % Mark-up | 15 %      |
|            | Dump Fees                                                              | % Mark-up | 15 %      |

The costs for any Work shown or required in the Contract Documents, but not specifically identified as a line item are to be included in the related line items and no additional compensation shall be due to Contractor for the performance of the Work.

In case of discrepancy between the Unit Price and the Item Cost set forth for a unit basis item, the unit price shall prevail and shall be utilized as the basis for determining the lowest responsive, responsible Bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the Unit Price.

For purposes of evaluating Bids, the District will correct any apparent errors in the extension of unit prices and any apparent errors in the addition of lump sum and extended prices.

The estimated quantities for Unit Price items are for purposes of comparing Bids only and the District makes no representation that the actual quantities of work performed will not vary from the estimates. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the Unit Price.

The undersigned agrees that this Bid Form constitutes a firm offer to the District which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the Work is fully executed by the District and a third party, whichever is earlier.

## BID SCHEDULE

- 15 -

The successful bidder hereby agrees to sign the contract and furnish the necessary bonds and certificates of insurance within ten (10) working days after the District provides the successful bidder with the Notice of Award.

Upon receipt of the signed contract and other required documents, the contract will be executed by the District, after which the District will prepare a letter giving Contractor Notice to Proceed. The official starting date shall be the date of the Notice to Proceed, unless otherwise specified. The undersigned agrees to begin the Work within ten (10) working days of the date of the Notice to Proceed, unless otherwise specified.

The undersigned has examined the location of the proposed work and is familiar with the Drawings and Specifications and the local conditions at the place where work is to be done.

If awarded the contract, the undersigned agrees that there shall be paid by the undersigned and by all subcontractors to all laborers, workers and mechanics employed in the execution of such contract no less than the prevailing wage rate within Orange County for each craft, classification, or type of worker needed to complete the Work contemplated by this contract as established by the Director of the Department of Industrial Relations. A copy of the prevailing rate of per diem wages are on file at the District's Administration Office and shall be made available to interested parties upon request.

Enclosed find cash, bidder's bond, or cashier's or certified check No. \_\_\_\_\_ from the \_\_\_\_\_ Bank in the amount of 1,000, which is not less than ten percent (10%) of this bid, payable to Newport-Mesa Unified School District as bid security and which is given as a guarantee that the undersigned will enter into a contract and provide the necessary bonds and certificates of insurance if awarded the Work.

The bidder furthermore agrees that in case of bidder's default in executing said contract and furnishing required bonds and certificates of insurance, the cash, bidder's bond, or cashier's or certified check accompanying this proposal and the money payable thereon shall become and shall remain the property of the Newport-Mesa Unified School District.

Bidder is an individual \_\_\_\_\_, or corporation X, or partnership \_\_\_\_\_, organized under the laws of the State of CA.

Bidder confirms license(s) required by California State Contractor's License Law for the performance of the subject project are in full effect and proper order. The following are the Bidder's applicable license number(s), with their expiration date(s) and class of license(s):

597202 A & C12 exp 6/30/22

If the Bidder is a joint venture, each member of the joint venture must include the required licensing information.

Sureties that will furnish the Faithful Performance Bond and the Labor and Material Payment Bond, in the form specified herein, in an amount equal to one hundred percent (100%) of the contract price within ten (10) working days from the date the District provides the successful bidder the Notice of Award. Sureties must meet all of the State of California bonding requirements, as

#### BID SCHEDULE

- 16 -

defined in California Code of Civil Procedure Section 995.120 and must be authorized by the State of California.

The insurance company or companies to provide the insurance required in the contract documents must have a Financial Strength Rating of not less than "A-" and a Financial Size Category of not less than "Class VII" according to the latest Best Key Rating Guide. At the sole discretion of the District, the District may waive the Financial Strength Rating and the Financial Size Category classifications for Workers' Compensation insurance.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents.

Addenda No. 1

Addenda No. \_\_\_\_\_

Addenda No. \_\_\_\_\_

1. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price. ☒
2. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form. ☒
3. Attached is the completed Iran Contracting Act Certificate form. ☒
4. Attached is the completed Public Works Contractor Registration Certification form. ☒
5. Attached is the completed Designation of Subcontractors form. ☒
6. Attached is the completed Information Required of Bidders form. ☒
7. Attached is the Asbestos-Free Material Certification. ☒
8. Attached is the Recycled Content Certification. ☒
9. Attached is the Contractor & Subcontractor Fingerprinting Requirements form. ☒
10. Attached is the Drug-Free Workplace Certificate. ☒
11. Attached is the Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy. ☒
12. Attached is the fully executed Non-Collusion Declaration form.

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

**BID SCHEDULE**

- 17 -

**BID BOND**

The makers of this bond are, Beach Paving, Inc.  
, as Principal, and Old Republic Surety Company  
, as Surety and are held and firmly bound unto the  
NEWPORT-MESA UNIFIED SCHOOL DISTRICT, hereinafter called the District, in the penal sum  
of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to District for the  
work described below, for the payment of which sum in lawful money of the United States, well  
and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and  
assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated April 30, 20 21, for UNIT PRICE BID FOR ASPHALT PAVING AND SEALCOATING DISTRICTWIDE

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the District as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full 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 Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 22nd day of April, 2021, the name and corporate seal of each corporation.

(Corporate Seal)

Beach Paving, Inc.

Contractor/Principal

By:

Title:

PRESIDENT

Old Republic Surety Company

## Surety

By:

## Attorney-in-Fact

Title: Scott Salandi

The rate of premium on this bond is N/A per thousand.

The total amount of premium charges, \$ N/A

(The above must be filled in by corporate attorney)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

## BID BOND

- 22 -

SEE CALIFORNIA  
ACKNOWLEDGMENT  
DATE 05/04/2022 INITL RAJ

## Notary Acknowledgment

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 May 6, 2021, before me, Teresa D. Lewis, Notary Public, personally appeared Chris Barry, who proved to me on the basis of satisfactory

Name(s) of Signer(s)

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.



Signature of Notary Public

WITNESS my hand and official seal.

### 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.*

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual  
☐ Corporate Officer

Title(s)

Title or Type of Document

- ☐ Partner(s) ☐ Limited  
☐ General

Number of Pages

- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:

Date of Document

Signer is representing:  
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

**NOTE:** This acknowledgment is to be completed for Contractor/Principal.

(Name and Address of Surety)

Old Republic Surety Company  
14728 Pipeline Avenue, Suite E, Chino Hills, CA 91709  
(909)367-2015

(Name and Address of Agent or  
Representative for service of  
process in California, if different  
from above)

Patriot Risk & Insurance Services LLC  
2415 Campus Drive, Suite 200, Irvine, CA 92612  
(949)486-7917

(Telephone number of Surety and  
Agent or Representative for service  
of process in California)

See above

## ACKNOWLEDGMENT

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 APR 22 2021 before me, Annette Lisa Romero, A Notary Public  
(insert name and title of the officer)

personally appeared Scott Salandi,  
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 Annette Lisa Romero (Seal)





# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

SCOTT SALANDI, DAVID JACOBSON, OF IRVINE, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 30TH day of DECEMBER, 2020.

OLD REPUBLIC SURETY COMPANY

*Karen J. Haffner*

Assistant Secretary



*Alan Paylic*

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 30TH day of DECEMBER, 2020, personally came before me, Alan Paylic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*Kathryn R. Pearson*  
Notary Public

My commission expires: 9/28/2022

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

74-0043

Signed and sealed at the City of Brookfield, WI this APR 22 2021 day of

*Karen J. Haffner*

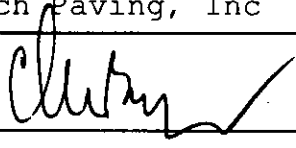
Assistant Secretary

PATRIOT RISK & INSUR SERVICES

**CONTRACTOR'S CERTIFICATE REGARDING  
WORKERS' COMPENSATION**

I am aware of the provisions of Section 3700 of the Labor Code 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 provisions before commencing the performance of the work of this Contract.

Name of Bidder Beach Paving, Inc

Signature 

Name and Title Chris Barry - President

Dated 5/5/21

**CONTRACTOR'S CERTIFICATE REGARDING  
WORKERS COMPENSATION**

**IRAN CONTRACTING ACT CERTIFICATION**  
**(Public Contract Code section 2200 et seq.)**

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

☒ The Contractor is not:

- (1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
- (2) a financial instruction that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The District has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the District will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

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

Printed Name: Chris Barry

Title: President

Firm Name: Beach Paving, Inc

Date: 5/5/21

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

**IRAN CONTRACTING ACT CERTIFICATION**

- 20 -

## PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

If this bid is due on or after March 1, 2015, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

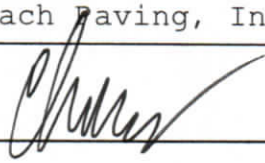
Name of Bidder: Beach Paving, Inc.

DIR Registration Number: 1000009033

Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder Beach Paving, Inc.

Signature 

Name and Title President

Dated 5/5/21

**PUBLIC WORKS CONTRACTOR  
REGISTRATION CERTIFICATION**

- 21 -

### DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name and the location of the place of business, (b) CSLB contractor license number, (c) DIR registration number, and (d) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. No additional time shall be granted to provide the below requested information.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater if the work involves streets or highways, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

| Work to be done by Subcontractor | Name of Subcontractor | Location of Business                | CSLB Contractor License Number | DIR Registration Number |
|----------------------------------|-----------------------|-------------------------------------|--------------------------------|-------------------------|
| Striping                         | Falcon Striping       | 260 Glider Cir,<br>Corona, CA 92880 | 991209                         | 1000001324              |
|                                  |                       |                                     |                                |                         |
|                                  |                       |                                     |                                |                         |
|                                  |                       |                                     |                                |                         |
|                                  |                       |                                     |                                |                         |

### DESIGNATION OF SUBCONTRACTORS





| Work to be done by Subcontractor | Name of Subcontractor | Location of Business | CSLB Contractor License Number | DIR Registration Number |
|----------------------------------|-----------------------|----------------------|--------------------------------|-------------------------|
|                                  |                       |                      |                                |                         |

Name of Bidder Beacon Paving, Inc.

Signature 

Name and Title Chris Barry - President

Dated 5/5/21

# DESIGNATION OF SUBCONTRACTORS

## INFORMATION REQUIRED OF BIDDERS

### A. INFORMATION ABOUT BIDDER

[\*\*Indicate not applicable ("N/A") where appropriate. \*\*]

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

- 1.0 Name of Bidder: Beach Paving, Inc.
- 2.0 Type, if Entity: CA S Corp
- 3.0 Bidder Address: PO Box 10442, Costa Mesa, CA 92627
- 714-978-7507 714-978-2414  
Facsimile Number Telephone Number
- 4.0 How many years has Bidder's organization been in business as a Contractor?  
30 years
- 5.0 How many years has Bidder's organization been in business under its present name?  
30 Years
- 5.1 Under what other or former names has Bidder's organization operated?:  
Jerry Cross Paving prior to '91
- 6.0 If Bidder's organization is a corporation, answer the following:
- 6.1 Date of Incorporation: 1991
- 6.2 State of Incorporation: CA
- 6.3 President's Name: Chris Barry
- 6.4 Vice-President's Name(s): Karl Fristed
- 6.5 Secretary's Name: N/A
- 6.6 Treasurer's Name: N/A
- 7.0 If an individual or a partnership, answer the following:
- 7.1 Date of Organization: N/A
- 7.2 Name and address of all partners (state whether general or limited partnership):

## INFORMATION REQUIRED OF BIDDERS

- 8.0 If other than a corporation or partnership, describe organization and name principals:  
 NA
- 9.0 List other states in which Bidder's organization is legally qualified to do business.  
 NA
- 10.0 What type of work does the Bidder normally perform with its own forces?  
 Asphalt Paving & Seal Coat & Concrete
- 11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:  
 Never
- 12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:  
 No
- 13.0 List Trade References:  
 J&M Concrete  
 RJ Noble  
 Home Depot  
 Fullerton SD  
 Vulcan Materials  
 Ewles Materials
- 14.0 List Bank References (Bank and Branch Address):  
 Wells Fargo, banker Ronald Fajardo  
 Wells Fargo | 333 Market Street, 14th Floor | San Francisco, CA 94105  
 MAC A0109-140 | Desk: 415-357-3329 | efax 866-392-9486
- 15.0 Name of Bonding Company and Name and Address of Agent:  
 Patriot Risk - Scott Salandi  
 2415 Campus Drive, Suite 200  
 Irvine, CA 92612  
 O-949-486-7917  
 C-213-300-6038

# INFORMATION REQUIRED OF BIDDERS

**B. LIST OF CURRENT PROJECTS (BACKLOG)**

[\*\*Duplicate Page if needed for listing additional current projects. \*\*]

| Project       | Description of Bidder's Work | Completion Date | Cost of Bidder's Work |
|---------------|------------------------------|-----------------|-----------------------|
| Northgate Mkt | Paving                       | 5/30/21         | \$415,000             |
| Testa Con.    | Paving                       | 9/30/21         | \$125,000             |
| KDC San Berdo | Paving                       | 8/30/21         | \$105,000             |
| StorCo LB     | Paving                       | 6/5/21          | \$35,000              |
|               |                              |                 |                       |
|               |                              |                 |                       |
|               |                              |                 |                       |
|               |                              |                 |                       |
|               |                              |                 |                       |
|               |                              |                 |                       |
|               |                              |                 |                       |
|               |                              |                 |                       |
|               |                              |                 |                       |
|               |                              |                 |                       |
|               |                              |                 |                       |
|               |                              |                 |                       |
|               |                              |                 |                       |
|               |                              |                 |                       |
|               |                              |                 |                       |
|               |                              |                 |                       |

**INFORMATION REQUIRED OF BIDDERS**

**C. LIST OF COMPLETED PROJECTS - LAST THREE YEARS**

[\*\*Duplicate Page if needed for listing additional completed projects. \*\*]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

| Project Client  | Description of Bidder's Work | Period of Performance | Cost of Bidder's Work |
|-----------------|------------------------------|-----------------------|-----------------------|
| Cypress CC      | Seal & Stripe                | 30 days               | \$60,000              |
| Home Depot Dist | AC Mill & OL                 | 30 days               | \$105,000             |
| Floor & Decor   | AC Paving                    | 60 days               | \$85,000              |
| Santa Ana USD   | concrete                     | 7 days                | \$10,000              |
|                 |                              |                       |                       |
|                 |                              |                       |                       |
|                 |                              |                       |                       |
|                 |                              |                       |                       |
|                 |                              |                       |                       |
|                 |                              |                       |                       |
|                 |                              |                       |                       |
|                 |                              |                       |                       |
|                 |                              |                       |                       |
|                 |                              |                       |                       |
|                 |                              |                       |                       |
|                 |                              |                       |                       |

**INFORMATION REQUIRED OF BIDDERS**

## D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

### **Personnel:**

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

Chris Barry - President - 10%

---

Karl Fristed - VP & Operations - 50%

---

2. Summarize each person's specialized education: \_\_\_\_\_

Chris Barry - licensed & 15 years exp , bachelors degree

---

Karl Fristed - field ops for 30 year including NMUSD

---

3. List each person's years of construction experience relevant to the project:

above

---

4. Summarize such experience:

above

---

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the District.

### **Changes Occurring Since Prequalification**

If the District conducted a prequalification and if any substantive changes have occurred since Bidder submitted its prequalification package for this Project, Bidder shall list them below. If none are listed, Bidder certifies that no substantive changes have occurred.

NA

---

## INFORMATION REQUIRED OF BIDDERS

---

---

**Additional Bidder's Statements:**

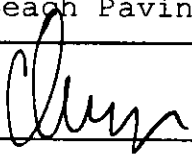
If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

**E. VERIFICATION AND EXECUTION**

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder Beach Paving, Inc.

Signature 

Name and Title Chris Barry - President

Dated 5/5/21

## ASBESTOS-FREE MATERIALS CERTIFICATION

The undersigned declares that he or she is the person who executed the bid for the \_\_\_\_\_ (hereinafter referred to as the "Project"), and submitted it to the **NEWPORT-MESA UNIFIED SCHOOL DISTRICT** (hereinafter referred to as the "District") on behalf of \_\_\_\_\_ (hereinafter referred to as the "Contractor").

To the best of my knowledge, information and belief, in completing the Contractor's Work for the Project, no material furnished, installed or incorporated into the Project will contain, or in itself be composed of, any materials listed by the federal or state EPA or federal or state health agencies as a hazardous material.

Any disputes involving the question of whether or not material installed with asbestos-containing equipment is settled by electron microscopy; the cost of any such tests shall be paid by the Contractor.

All work or materials installed by the Contractor which is found to contain asbestos, or work or material installed with asbestos-containing equipment, will be immediately rejected and this work shall be removed and replaced by the Contractor at no additional cost to the District.

Decontamination and removal of work found to contain asbestos or work installed with asbestos-containing equipment shall be done only under supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency.

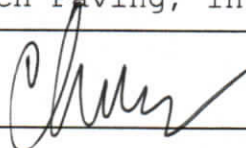
The ASBESTOS REMOVAL CONTRACTOR shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the Asbestos Consultant who shall have sole discretion and final determination in this matter.

The asbestos consultant shall be chosen and approved by the Architect or the District who shall have sole discretion and final determination in this matter. The work will be not accepted until asbestos contamination is reduced to levels deemed acceptable by the Asbestos Consultant.

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

Executed on this 5<sup>th</sup> day of May, 2021 at Newport Beach.

Name of Bidder Beach Paving, Inc.

Signature 

Name and Title Chris Barry - President

Dated 5/5/21

SEE CALIFORNIA  
ACKNOWLEDGMENT  
DATE 05/06/2021 INITL MB

## ASBESTOS-FREE MATERIALS CERTIFICATION

## Notary Acknowledgment

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 May 6, 2021, before me, Teresa D. Lewis, Notary Public, personally appeared Chris Barry, 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.



Signature of Notary Public

WITNESS my hand and official seal.

### 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.*

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual  
☐ Corporate Officer

\_\_\_\_\_  
Title(s)

\_\_\_\_\_  
Title or Type of Document

- ☐ Partner(s) ☐ Limited  
☐ General

\_\_\_\_\_  
Number of Pages

- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:

\_\_\_\_\_  
Date of Document

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signer(s) Other Than Named Above

ASBESTOS-FREE MATERIALS CERTIFICATION

- 37 -

## RECYCLED CONTENT CERTIFICATION

The undersigned declares that he or she is the person who executed the bid for the \_\_\_\_\_ (hereinafter referred to as the "Project"), and submitted it to the **NEWPORT-MESA UNIFIED SCHOOL DISTRICT** (hereinafter referred to as the "District") on behalf of hereinafter referred to as the "Contractor").

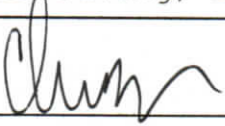
Pursuant to Public Contract Code Section 10308.5, all contractors are required to certify in writing under penalty of perjury the minimum (if not exact) percentage of recycled content in materials, goods, or supplies offered or products used in the performance of their contract, regardless of whether the product meets the required recycled product percentage as defined in Sections 12161 and 12200. The recycled content shall include both post-consumer material and secondary material as defined in Public Contract Code Sections 12161 and 12200 shall apply.

I declare under penalty of perjury under the laws of the State of California that the following percentages of Post-consumer Material and Secondary Material is in the materials, goods or supplies offered for, or products used in, the performance of the Contract for the Project:

20 % Post consumer Material 100 % Secondary Material.

Executed on this 5th day of May 2021, 20 at Newport Beach, CA

Name of Bidder Beach Paving, Inc.

Signature 

Name and Title President

Dated 5/5/21

SEE CALIFORNIA  
ACKNOWLEDGMENT  
DATE 05/06/ INITL TJG  
2021

RECYCLED CONTENT CERTIFICATION

# Notary Acknowledgment

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 May 6, 2021, before me, Teresa D. Lewis, Notary Public, personally appeared Chris Barry, 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.



Signature of Notary Public

WITNESS my hand and official seal.

## 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.*

### CAPACITY CLAIMED BY SIGNER

### DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual  
☐ Corporate Officer

\_\_\_\_\_  
Title(s)

- ☐ Partner(s)      ☐ Limited  
                         ☐ General

- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

RECYCLED CONTENT CERTIFICATION

- 39 -

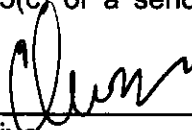
## CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

---

### CONTRACTOR CERTIFICATION

With respect to the Contract dated 5/5/21 2021 by and between NEWPORT-MESA UNIFIED SCHOOL DISTRICT ("District") and Beach Paving, Inc. ("Contractor"), Contractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code Section 45125.1 and that none of its employees that may come in contact with District's pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Chris Barry  
Contractor's Representative



5-5-21  
Date

---

### CONTRACTOR EXEMPTION

Pursuant to Education Code sections 45125.1 and 45125.2, the **NEWPORT-MESA UNIFIED SCHOOL DISTRICT** ("District") has determined that Beach Paving, Inc. ("Contractor") is exempt from the criminal background check certification requirements for the Contract dated \_\_\_\_\_, 20\_\_ by and between the District and Contractor ("Contract") because:

- The Contractor's employees will have limited contact with District students during the course of the Contract;
- Emergency or exceptional circumstances exist; or
- With respect to contractors constructing, reconstructing, rehabilitating or repairing a school facility, as provided in Section 45125.2, the Contractor has agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2: \_\_\_\_\_.

\_\_\_\_\_  
School District Official

\_\_\_\_\_  
Date

---

## CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

## SUBCONTRACTOR'S CERTIFICATION

Chris Barry  5/5/21  
Subcontractor's Representative Date

School District Official \_\_\_\_\_ Date \_\_\_\_\_

- 41 -

## DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is part of the Contract made by and between the **NEWPORT-MESA UNIFIED SCHOOL DISTRICT** (hereinafter referred to as the "District") and  
Beach Paving, Inc.

\_\_\_\_\_ (hereinafter referred to as the "Contractor") for the \_\_\_\_\_ Project (hereinafter referred to as the "Project"). This form is required from all successful bidders pursuant to the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination, 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:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in their workplace and specifying actions which will be taken against employees for violations of the prohibition;
- B. Establishing a drug-free awareness program to inform employees about all of the following:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The person's or organization's policy of maintaining a drug-free workplace;
  - 3. The availability of drug counseling, rehabilitation and employee-assistance programs; and
  - 4. The penalties that may be imposed upon employees for drug abuse violations.
- C. 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 the Drug-Free Workplace Act as it now exists or may hereinafter be amended. Particularly, I shall abide by Government Code Section 8355 when performing the Contract for the Project by:

**DRUG FREE WORKPLACE CERTIFICATION**

- 42 -

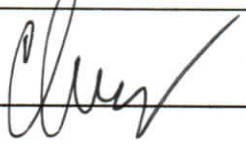
- A. Publishing a statement notifying employees concerning the prohibition of controlled substance at my workplace;
- B. Establishing a drug-free awareness program; and
- C. Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and agree to abide by the terms of that statement.

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

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.

Executed on this 5th day of May,  
20 21 at Newport Beach.

Name of Bidder Beach Paving, Inc

Signature 

Name and Title President

Dated 5/5/21

SEE CALIFORNIA  
ACKNOWLEDGMENT  
DATE 05/06/ INITL TD  
2021

**DRUG FREE WORKPLACE CERTIFICATION**

- 43 -

## Notary Acknowledgment

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 May 6, 2021, before me, Teresa D. Lewis, Notary Public, personally appeared Chris Barry, 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.



Signature of Notary Public

WITNESS my hand and official seal.

### 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.*

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual  
☐ Corporate Officer

\_\_\_\_\_  
Title(s)

\_\_\_\_\_  
Title or Type of Document

- ☐ Partner(s) ☐ Limited  
☐ General

\_\_\_\_\_  
Number of Pages

- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:

\_\_\_\_\_  
Date of Document

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signer(s) Other Than Named Above

DRUG FREE WORKPLACE CERTIFICATION

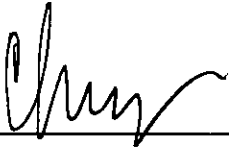
- 44 -

**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.

Beach Paving, Inc.

\_\_\_\_\_  
Contractor Name

  
\_\_\_\_\_  
Signature

5/5/21

\_\_\_\_\_  
Date

**CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-  
FREE CAMPUS POLICY**

## NON-COLLUSION DECLARATION

The undersigned declares:

I am the President of Beach Paving, Inc., 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 5/5/21 [date], at Newport Beach [city], CA [state].

Name of Bidder Beach Paving, Inc.

Signature 

Name Chris Barry

Title President

## NON-COLLUSION DECLARATION