

09s-CONSTRUCTION AGREEMENT
[Small Projects]

THIS AGREEMENT is between the BAKERSFIELD CITY SCHOOL DISTRICT ("OWNER") and PEREZ ASPHALT, LTD. ("CONTRACTOR"). OWNER and CONTRACTOR agree as follows:

1. Project. CONTRACTOR shall perform everything required to be performed and shall provide and furnish all labor, materials, tools, equipment, and all utility and transportation services required for the construction of BESSIE OWENS ES MODERNIZATION (#19122.00-38) BP-05 ASPHALT & STRIPING ("Project").

All work to be performed and materials to be furnished shall be in conformity with the complete Agreement which includes the following Contract Documents, all of which are incorporated by reference: Notice to Contractors Calling for Bids, Instructions to Bidders, Bid Form, Designation of Subcontractors, Workers' Compensation Certificate, Performance Bond, Non-collusion Affidavit, Insurance Certificates, Guarantees, any Payment Bond, Change Orders, Shop Drawing Transmittals, Contractor's Certificate Regarding Non-Asbestos and/or Lead Containing Materials, if any, Davis-Bacon Compliance Certification, if any, Fingerprinting Certification, Labor Compliance Program documents, if any, Special Conditions and/or Special Requirements, Plans, Drawings, and/or Specifications, this Agreement, and any modifications, addenda, and amendments of or to any of these documents. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. Time for Performance. CONTRACTOR shall commence work on the Project on the date stated in the OWNER's Notice to Proceed and shall complete the Project within [in accordance with the bid schedule included herein] calendar days after that. Time is of the essence in this Agreement.

3. Contract Price. Subject to the terms and conditions of this Agreement, OWNER shall pay to CONTRACTOR for all work to be performed under this Agreement the total sum of \$262,707.00.

4. Payments.

A. Duration of Contract:

(1) Less than 60 Days: CONTRACTOR shall be paid an amount equivalent to 95 percent of the contract price upon acceptance of the Project by the Governing Board or other governing body of OWNER. CONTRACTOR shall be paid the remaining five (5) percent of the

Contract Price within 35 days following the recording of a Notice of Completion.

(2) 60 Days or Greater: CONTRACTOR shall be paid a sum equal to 95 percent of the value of all work performed and of materials delivered and used, less the aggregate of previous payments. OWNER may also deduct from such payments any amounts deemed due from CONTRACTOR. These monthly payments shall be made only on the basis of estimates which shall be prepared by CONTRACTOR on a form approved by OWNER and filed before the fifth day of the month during which payment is to be made. Before consideration of a request for payment, a certificate in writing shall be obtained from the Architect stating that the work for which the payment is demanded has been performed in accordance with the terms of the Contract Documents and that the amount stated in the certificate is due under the terms of the Contract Documents. The certificate of the Architect shall not be conclusive upon OWNER, but advisory only. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release CONTRACTOR or Surety from any damages arising from such work or from enforcing each and every provision of this Agreement, and OWNER shall have the right to subsequently correct any error made in any estimate for payment. CONTRACTOR shall be paid the remaining five (5) percent of the Contract Price within 35 days following the recording of a Notice of Completion.

B. From the payments specified in Paragraph A, OWNER may make any deductions authorized or required by law or this Agreement including, by way of example only, the following:

- (1) Liquidated and other damages described in Paragraph 11;
- (2) Defective work not remedied.
- (3) Failure of CONTRACTOR to make proper payments to its subcontractor(s) or material suppliers for materials or labor.
- (4) Damage to another contractor.
- (5) Other damages sustained by OWNER.

5. Submission of Bonds and Certificates. The CONTRACTOR shall not commence any work on the Project until it has submitted to OWNER all certificates and bonds required by this Agreement. All bonds and certificates shall be submitted to OWNER within ten days following award of this contract.

6. Insurance. CONTRACTOR shall take out and maintain at its own cost and expense during the term of this Agreement the following insurance:

A. Workers compensation insurance for all of CONTRACTOR's employees in amounts not less than that required by law. Pursuant to Labor Code Sections 3700 and 1860, et seq., CONTRACTOR shall submit to OWNER an acceptable Workers Compensation Certificate.

B. CONTRACTOR shall obtain and maintain in effect at its own cost and expense during the term of this Agreement public liability and property damage insurance with per occurrence limits of not less than One Million Dollars (\$1,000,000.00) for death or personal injury and One Million Dollars (\$1,000,000.00) for property damage. The policy(ies) shall contain an endorsement naming OWNER as an additional insured insofar as this Agreement is concerned, and provide that notice shall be given to OWNER at least 30 days prior to cancellation or material change in the form of such policy(ies). CONTRACTOR shall furnish OWNER with certificates for insurance containing the endorsements required under this section, and OWNER shall have the right to inspect the original policy(ies) of such insurance upon request.

C. All insurance companies must meet the following criteria:

(1) U.S. Treasury listed

(2) California admitted, as confirmed by the California Department of Insurance or listed in the California Department of Insurance's List of Eligible Surplus Line Insurers ("LESLI List")

(3) A minimum rating of "A- VIII," as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey, 08858.

7. Performance/Payment Bonds. The CONTRACTOR shall furnish a Performance Bond in an amount equal to 100 percent of the Contract Price. If the Contract Price specified in Paragraph 3 is more than \$25,000, the CONTRACTOR shall also furnish a Payment Bond in an amount equal to 100 percent of the Contract Price. Any bond submitted must be issued by a California admitted corporate surety which is U.S. Treasury listed and whose U.S. Treasury listing indicates a bonding capacity in excess of the project cost. If a California admitted surety insurer issuing a bond does not meet these requirements, the insurer will be considered sufficient if each of the following conditions is satisfied:

A. The following documents are submitted with the bond:

(1) The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument entitling or authorizing the person who executed the bond to do so.

(2) A certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner.

(3) A certificate from the county clerk of the county in which the OWNER is located that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.

B. If it appears that the bond was duly executed, that the insurer is authorized to transact surety insurance in the state, and that its assets exceed its liabilities in an amount equal to or in excess of the amount of the bond subject to Insurance Code Section 12090.

8. Changes and Extra Work. CONTRACTOR and OWNER agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a Supplemental Contract or Change Order and approved and signed by OWNER and CONTRACTOR. Should OWNER direct or request additional project work not otherwise included within Paragraph 1 of this Contract, the cost of the additional work shall be added to the Contract Price and paid by OWNER pursuant to Paragraph 4 of Agreement. The term "cost" as used in this paragraph means the actual cost to CONTRACTOR of the labor, materials, or subcontracts required for the additional work increased by no more than 10 percent for CONTRACTOR overhead (including any increased bond costs).

9. Indemnification. CONTRACTOR shall indemnify and hold harmless OWNER, its governing board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

A. Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this Agreement, except for liability resulting from the sole active negligence, or willful misconduct of OWNER.

B. Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of CONTRACTOR, or any person, firm, or corporation employed by CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off OWNER's property, if the liability arose due to the negligence or willful

misconduct of anyone employed by CONTRACTOR, either directly or by independent contract.

At CONTRACTOR's own expense, cost, and risk, CONTRACTOR shall defend at the OWNER's request any and all actions, suits, or other proceedings that may be brought or instituted against OWNER, its governing board, officers, agents, or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against OWNER, its governing board, officers, agents, or employees in any action, suit, or other proceeding as a result thereof.

10. Termination of Contract. Should CONTRACTOR commit any of the acts specified in this paragraph, by giving seven day's written notice to CONTRACTOR, OWNER may, without prejudice to any other rights or remedies afforded OWNER by law or by this Agreement, terminate the services of CONTRACTOR under this Agreement; take possession of the Project and the premises on which it is located; take possession of all materials, tools, and appliances located on the premises; and complete the Project by whatever method OWNER may deem expedient. CONTRACTOR shall be deemed to have committed an act specified in this paragraph if CONTRACTOR:

- A. Is adjudged a bankrupt;
- B. Makes a general assignment for the benefit of creditors;
- C. Refuses or fails to supply enough properly skilled workers or proper materials to complete the Project in the time specified in this Agreement;
- D. Fails to make prompt payment to subcontractors, workers, or material suppliers for labor performed on or materials furnished to the Project;
- E. Persistently disregards any laws or ordinances relating to the Project or its completion; or
- F. Otherwise commits a substantial violation of any provision of this Agreement.

11. Liquidated Damages.

A. Pursuant to Government Code Section 53069.85, for each calendar day completion is delayed beyond the time allowed in this Agreement, CONTRACTOR shall forfeit and pay to OWNER the sum of \$1,000.00 per calendar day which shall be deducted from any payments due to or to become due to CONTRACTOR. In addition to any liquidated damages which may be assessed, if CONTRACTOR fails to complete the Project within the time period provided in the Contract Documents, and if as a result OWNER finds it necessary

to incur any costs and expenses (for example, relating to the acquisition and use of facilities pending completion of the Project), CONTRACTOR shall pay all those costs and expenses incurred by OWNER. These costs and expenses may include but are not limited to such items as rental payments, inspection fees, and additional architectural fees related to acquisition of facilities. These costs and expenses may be retained by OWNER from any payments otherwise due to CONTRACTOR.

B. Liquidated damages shall not be imposed because of any delays in completion of the project work due to (1) unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR and (2) performing any extra work pursuant to Paragraph 8 of this Agreement.

12. Clean-up. On completion of the Project, CONTRACTOR shall remove all debris and surplus materials from the project site.

13. Notices. Any and all notices or other matters required or permitted by this Agreement or by law to be served on, given to, or delivered to either OWNER or the CONTRACTOR by the other party to this Agreement shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or to a supervisory employee of that party, or in lieu of personal service, when deposited in the United States Mail, first class postage paid, addressed 1501 Feliz Drive, Bakersfield, California, or to the CONTRACTOR at 2436 Oak St. Suite B., Bakersfield, California. Either party may change the party's address for these purposes by giving written notice of the change to the other party in the manner provided in this paragraph.

14. Assignment. This Agreement is for the personal services of CONTRACTOR in performing the work described in Section 1 of this Agreement and CONTRACTOR may not assign this Agreement, CONTRACTOR's right to monies becoming due under this Agreement, or CONTRACTOR's duties under this Agreement to any other person or entity without written consent of the OWNER.

15. Guarantee. CONTRACTOR guarantees all project work for a period of one year after the acceptance of the work by OWNER, and shall repair or replace any or all work, together with any other work which may be displaced in so doing, that may prove defective in workmanship and/or materials.

16. Wage Rates. Pursuant to the provisions of Article 2, commencing with Section 1770 of the Labor Code, OWNER has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Agreement. The general rates of per diem wages are available at OWNER's office. In the event that the listed or posted rates are in error, CONTRACTOR is responsible to pay those rates determined by the

Director of Industrial Relations to be applicable, and OWNER shall not be responsible for any damages arising from the error.

It is the responsibility of CONTRACTOR to comply with the provisions of Labor Code Section 1776 dealing with the maintenance and inspection of employee payroll records.

The project is subject to prevailing wage monitoring and enforcement by the Department of Industrial Relations (DIR). The successful bidder and all subcontractors will be subject to the requirements of Subchapter 4.5 of Chapter 8 of Title 8 of the California Code of Regulations. The successful bidder and all subcontractors will be required to furnish electronic certified payroll records to the DIR on the frequency specified in the Notice Calling for Bids using the DIR's eCPR system at <https://apps.dir.ca.gov/ecpr/DAS/AltLogin>. Failure to timely submit certified payroll records may result in debarment from public works projects by the Labor Commissioner for a period of one to three years. CONTRACTOR shall comply with all requirements of the Labor Code and attendant regulations pertaining to prevailing wage monitoring and compliance as indicated in the Contract Documents, and/or as required by the DIR, including, but not limited to, posting job site notices prescribed by Title 8 CCR § 16451(d). CONTRACTOR shall permit OWNER, the DIR or their designee to interview CONTRACTOR's employees concerning compliance with prevailing wage, apprenticeship, and related matters, whether or not during work hours, and shall require each subcontractor to provide OWNER, the DIR or their designee with such access to its employees.

17. Apprentices. If applicable, CONTRACTOR shall comply with the requirements of Labor Code Section 1777.5 dealing with the employment of apprentices.

18. Hours. Pursuant to the provisions of Article 3, commencing at Section 1810 of the Labor Code, CONTRACTOR shall pay the required rate of overtime for all hours worked in excess of eight hours per day and 40 hours per week.

19. Laws and Regulations. CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, and regulations relating to the work required by this Contract.

20. Permits/Licenses. All necessary permits and licenses shall be secured and paid for by CONTRACTOR.

21. Utilities. Unless otherwise agreed by the parties in writing, all utilities including but not limited to electricity, water, gas, and telephone used on the Project shall be furnished and paid for by CONTRACTOR.

22. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted,

upon application of either party the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments on the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the parties.

23. Contractor's License and DIR Registration. In order to perform the work required by this Agreement, CONTRACTOR must possess a valid, active license in the classification specified in the Notice to Contractors Calling for Bids issued by the State of California, which shall remain valid and active throughout the Project. In addition, Contractor must be registered with DIR as a public works contractor. Contractor registration is accomplished through the portal <http://www.dir.ca.gov/dlse/dlsePublicWorks.html>.

24. Trenching or Other Excavations. If the Project involves digging trenches or other excavations that extend deeper than four feet, the following provisions shall be a part of this Contract:

A. CONTRACTOR shall promptly, and before the following conditions are disturbed, provide written notice to OWNER if CONTRACTOR finds any of the following conditions:

(1) Material that CONTRACTOR believes may be a hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.

(2) Subsurface or latent physical conditions at the site which are different from those indicated or expected.

(3) Unknown physical conditions at the site of any unusual nature or which are materially different from those ordinarily encountered and generally recognized as inherent in work which CONTRACTOR generally performs.

B. In the event that CONTRACTOR notifies OWNER that CONTRACTOR has found any of the conditions specified in subparagraphs (a), (b) or (c) above, OWNER shall promptly investigate the condition(s). If OWNER finds that the conditions are materially different or that a hazardous waste is present at the site which will affect CONTRACTOR's cost of, or the time required for, performance of the Agreement, OWNER shall issue a change order in accordance with the procedures set forth in this Agreement.

C. In the event that a dispute arises between OWNER and CONTRACTOR regarding any of the matters specified in Paragraph (2) above, CONTRACTOR

shall proceed with all work to be performed under the Agreement and CONTRACTOR shall not be excused from completing the Project as provided in the Agreement. In performing the work pursuant to this Paragraph, CONTRACTOR retains all rights provided by law which pertain to the resolution of disputes and protests between the contracting parties.

25. Claims.

A. Public works claims of \$375,000 or less between CONTRACTOR and OWNER are subject to the provisions of Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 2 of the Public Contract Code. For purposes of this Paragraph and Article 1.5, "public work" means "public works contract" as defined in Public Contract Code section 1101; "claims" means a separate demand by CONTRACTOR for a time extension or payment of money or damages arising from work done by or on behalf of CONTRACTOR pursuant to the Agreement, and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or the amount of the payment which is disputed by OWNER.

B. Each claim must be submitted in writing five days after the damage was sustained or after the event or action giving rise to the claim and shall include all documents necessary to substantiate the claim. OWNER shall respond in writing within 45 days of receipt of the claim if the claim is less than or equal to \$50,000 ("\$50,000 claim") or within 60 days if the claim is over \$50,000 but less than or equal to \$375,000 ("\$50,000-\$375,000 claim"). In either case, OWNER may request in writing within 30 days of receipt of the claim any additional documentation supporting the claim or relating to any defenses to the claim which OWNER may have against CONTRACTOR. Any additional information shall be requested and provided upon mutual agreement of OWNER and CONTRACTOR.

C. OWNER's written response to the claim shall be submitted to CONTRACTOR within 15 days after receipt of the further documentation for \$50,000 claims or within 30 days after receipt of the further documentation for \$50,000-\$375,000 claims or within a period of time no greater than that taken by CONTRACTOR in producing the additional information, whichever is greater.

D. Within 15 days of receipt of OWNER's response, if CONTRACTOR disputes OWNER's written response, or within 15 days of OWNER's failure to respond within the time prescribed, CONTRACTOR shall provide written notification to OWNER demanding an informal conference to meet and confer ("Conference") to be scheduled by OWNER within 30 days. Following the Conference, if any claim or portion remains in dispute, CONTRACTOR may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the

Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time CONTRACTOR submits the written claim pursuant to this section until the time that claim is denied as a result of the conference process, including any period of time utilized by the meet and confer process.

E. Pursuant to Public Contract Code Section 20104.2(f), this paragraph does not apply to tort claims and does not change the period for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

F. If a civil action is filed, within 60 days but no earlier than 30 days following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that the parties select a disinterested third person mediator within 15 days; that mediation shall be commenced within 30 days of the submittal, and shall be concluded within 15 days of the commencement of the mediation unless time is extended upon a good cause showing to the court or by stipulation of the parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint a mediator.

G. If the matter remains in dispute, the case shall be submitted to judicial arbitration as set forth in Public Contract Code Section 20104.4 (b)(1) through (b)(3).

H. In the event of a claim for an amount in excess of \$375,000, the parties shall follow the procedures applicable to claims over \$50,000 and less than or equal to \$375,000, and:

(1) All such actions as are required by these procedures are to be completed prior to any resort to judicial action.

(2) In the event of disputes not resolved by the parties, the parties agree to appoint a mediator mutually acceptable to both parties to resolve all disputes.

(3) In the event the parties are unable to agree on a mediator, the mediator is to be selected by application to the Superior Court of the county in which OWNER is located for selection of the mediator from a list of names provided by the parties, each party submitting no more than three names.

(4) The selected mediator shall set a mediation as soon as possible. In the event the dispute is not resolved by mediation, the parties may then resort to the judicial process.

I. In the event a dispute arises between the parties during the course of the Project, the parties shall attempt to resolve the dispute using the procedures set forth in this section. Pending resolution of the dispute, CONTRACTOR shall diligently continue to work on the Project to completion. CONTRACTOR agrees it will neither rescind the Agreement nor stop progress of the work, and CONTRACTOR's sole remedy shall be the procedures set forth in this section.

26. Fingerprinting Workers.

A. CONTRACTOR shall comply with the applicable requirements of Education Code Sections 45125.1 and 45125.2 with respect to fingerprinting CONTRACTOR's employees. CONTRACTOR shall also ensure that each of its subcontractors on the Project complies with the applicable requirements of Sections 45125.1 and 45125.2. To this end, the CONTRACTOR and its subcontractors must provide for the completion of the certification form included in the Contract Documents prior to commencing work on the Project.

B. Should CONTRACTOR or any subcontractor feel its employees will have limited or less contact with OWNER pupils, application shall be made to the OWNER for a determination on that question. The determination by OWNER shall be final.

C. Use of Education Code Section 45122.2(a)(1), (2) or (3) for compliance with these fingerprinting requirements is subject to prior OWNER approval. The determination by OWNER on application of any of these sections shall be final.


D. In no event shall any employee of CONTRACTOR or its subcontractors come into contact with OWNER's pupils before the certification is completed and approved by OWNER.

27. Entire Agreement. The Agreement, including the Contract Documents incorporated by reference, constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the public works construction project which is the subject of the Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

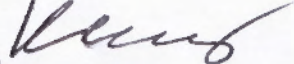
Executed at Bakersfield, Kern County, California.

DATED: 3/25/2021

OWNER

*By: Sherry Gladin 
Title: Assistant Superintendent, Business
Services
Address: 1300 Baker Street
Bakersfield, CA, 93307

DATED: 4-5-21

CONTRACTOR 
By: Kelly Edwards.
Title: Vice President.
Address: 2436 Oak Street, B
Bakersfield, CA 93301

Contractor's License No. 633423

Contractor's DIR Registration No. 100005052

***Important Notice:** California law provides that "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5." Please go to <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for more information and to register. This project is subject to monitoring by the Department of Industrial Relations.

12-PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the BAKERSFIELD CITY SCHOOL DISTRICT, (referred to as "Owner"), has awarded to Perez Asphalt Construction LTD (referred to as the "Contractor/ Principal") a contract for the work described as follows: Bessie Owens Elementary School - Modernization (#19122.00-38), Bid Package # 5, Asphalt & Striping.

WHEREAS, Contractor/Principal is required by Division 4, Part 6, Title 3, Chapter 5 (commencing at Section 9550) of the California Civil Code to furnish a bond in connection with the contract;

NOW, THEREFORE, we, the Contractor/Principal and United States Fire Insurance Company as Surety, are held firmly bound unto Owner in the penal sum of \$262,707 Dollars (\$ 262,707), lawful money of the United States of America for the payment of which sum 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 if the Contractor/Principal, his/her or its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100 or fail to pay for any materials or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to work or labor thereon of any kind, or shall fail to deduct, withhold, and pay over to the Employment Development Department any amounts required to be deducted, withheld, and paid over by Section 13020 of the Unemployment Insurance Code with respect to work and labor thereon of any kind, then said Surety will pay for the same, in or to an amount not exceeding the amount set forth above, and in case suit is brought upon this bond Surety will also pay such reasonable attorney's fees as shall be fixed by the court, awarded and taxed as provided in Division 4, Part 6, Title 3, Chapter 5 (commencing at Section 9550) of the California Civil Code.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the California Civil Code so as to give a right of action to such person or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration, or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement described above or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement described above, nor by any rescission or attempted rescission of the contract, agreement, or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under

any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond, and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Owner and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 8400 and 8402 of the California Civil Code and has not been paid the full amount of his/her or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration, or modification.

Any claims under this bond may be addressed to:

Name & address of Surety United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07962

Name & address of agent or representative in California, if different than above Assured Partners, Inc.
3225 Monier Circle, Ste 100
Rancho Cordova, CA 95742

Telephone # of Surety, or agent or representative in California 916-737-5723

IN WITNESS WHEREOF, we have hereto set our hands and seals on this 19th day of April, 2021.

[SEAL]

Contractor/Principal Perez Asphalt Construction LTD

By: [Signature]
Signature

Kelly Edwards
Print Name Above

Vice President
Print Title Above

Surety: United States Fire Insurance Company

By: [Signature]
Signature

John Page
Print Name Above



Attorney-in-fact

Print Title Above

[SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY]

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 Sacramento)

On 4/12/21 before me, Ryan Tash, Notary Public
(insert name and title of the officer)

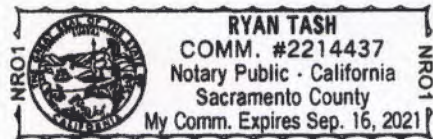
personally appeared John Page
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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 

(Seal)



POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

03694429821

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Ryan Tash, John Page, Susan Fournier

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2022.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY

Anthony R. Slimowicz, President



State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania – Notary Seal
Tamara Watkins, Notary Public
Philadelphia County
My commission expires August 22, 2023
Commission number 1348843

Tamara Watkins

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 19th day of April 20 21

UNITED STATES FIRE INSURANCE COMPANY

Al Wright, Senior Vice President



13-PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the BAKERSFIELD CITY SCHOOL DISTRICT (referred to as "Owner"), has awarded to Perez Asphalt Construction LTD (referred to as "Contractor/Principal") a contract for the work described as follows: Bessie Owens Elementary School - Modernization (#19122.00-38), Bid Package # 5, Asphalt & Striping.

NOW, THEREFORE, we, the Contractor/Principal and United States Fire Insurance Company, as Surety, are held firmly bound unto Owner in the penal sum of \$ \$262,707 Dollars (\$ 262,707), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH THAT, if the hereby bonded Contractor/Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said contract and any alteration thereof, made as therein provided, including but not limited to the provisions regarding contract duration, indemnification, and liquidated damages, all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of 1 year(s) after the acceptance of the work by the Owner, during which time if Contractor/Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Owner from loss or damage made evident during the period of 1 year(s) from the date of completion of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligation of Surety under this bond shall continue so long as any obligation of Contractor/Principal remains.

Whenever Contractor/Principal shall be, and is declared by the Owner to be, in default under the contract, the Owner having performed the Owner's obligations under the contract, the Surety shall promptly remedy the default, or shall promptly:

1. Complete the contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the contract in accordance with its terms and conditions, an upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the Owner, and make available as work progresses sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable under this Performance Bond, the amount set forth above. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor/Principal by the Owner under the

contract and any modifications to it, less the amount previously paid by the Owner to the Contractor/Principal.

Surety expressly agrees that the Owner may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor/Principal.

Surety shall not utilize Contractor/Principal in completing the contract nor shall Surety accept a bid from Contractor/Principal for completion of the work if the Owner, when declaring the Contractor/Principal in default, notifies Surety of the Owner's objection to Contractor/Principal's further participation in the completion of the work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the successors or assigns of the Owner. Any suit under this bond must be instituted within the applicable statute of limitations period.

FURTHER, for value received, the Surety hereby stipulates and agrees that no change, extension of time, alternation, or modification of the Contract Documents, or of the work to be performed under them, shall in any way affect its obligations on this bond; and it does hereby waive notice of any change, extension of time, alteration, or modification of the Contract Documents or of work to be performed under them.

Contractor/Principal and Surety agree that if the Owner is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay Owner's reasonable attorney's fees incurred, with or without suit, in addition to the above amount.

Any claims under this bond may be addressed to:

Name and address of Surety: United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07962

Name and address of agent or representative in California, if different than above:
Assured Partners, Inc.
3225 Monier Circle, Ste 100
Rancho Cordova, CA95742

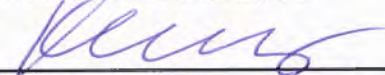
Telephone number of Surety, or agent or representative in California:

916-737-5723

IN WITNESS WHEREOF, we have hereto set our hands and seals on this 19th day of April, 2021.

[SEAL]

Perez Asphalt Construction LTD
CONTRACTOR/PRINCIPAL

By 
Signature

Kelly Edwards
Type or Print Name Above

Vice President

Type of Print Title Above

SURETY United States Fire Insurance Company

By _____

Signature

John Page

Type or Print Name Above

Attorney-in-fact

Type of Print Title Above

[SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY]

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 Sacramento)

On 4/10/21 before me, Ryan Tash, Notary Public
(insert name and title of the officer)

personally appeared John Page
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  (Seal)



POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

03694429821

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Ryan Tash, John Page, Susan Fournier

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2022.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.



UNITED STATES FIRE INSURANCE COMPANY

ARR

Anthony R. Slimowicz, President

State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania – Notary Seal
Tamara Watkins, Notary Public
Philadelphia County
My commission expires August 22, 2023
Commission number 1348843

Tamara Watkins

Tamara Watkins

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 19th day of April 2021



UNITED STATES FIRE INSURANCE COMPANY

Al Wright

Al Wright, Senior Vice President

14-WORKERS' COMPENSATION CERTIFICATE

PROJECT TITLE: BID #: BESSIE OWENS E.S. - MODERNIZATION (#19122.00-38)
OWNER: BAKERSFIELD CITY SCHOOL DISTRICT

Labor Code Section 3700 provides:

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

"(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

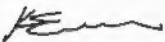
"(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

"(c) 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 Industrial Relations 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 provisions before commencing and during the performance of the work on this Project.

Perez Asphalt Construction, Ltd.

Print Name of Contractor Above

By: 
Kelly Edwards

Date: 3/26/2021

Print Name Above
Title: Vice- President

[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 filed with the awarding body prior to performing any work under the contract.]

16-FINGERPRINTING CERTIFICATION BY CONTRACTORS

Bakersfield City School District (referred to as "Owner")
Bessie Owens Elementary School - Modernization (Project Identification)

I, Kelly Edwards, am an
[type or print name]

- [check one]*
- Owner of the company named below
 - Partner of the partnership named below
 - President or CEO of the corporation named below
 - Principal of the joint venture named below
 - Other *[specify]*

The contracting entity named below is a contractor on the referenced project and as such hereby certifies:

- [check one or more]*
- [For compliance with Education Code Section 45125.2(a)(1)]*
That a physical barrier will be erected at the workplace to limit employee contact with Owner's pupils.
 - [For compliance with Education Code Section 45125.2(a)(2)]*
That the contracting entity named below will provide continual supervision and monitoring of the employees of the entity and its subcontractors through its employee _____. It has been ascertained by the Department of Justice that the named employee has not been convicted of a violent or serious felony. Contractor has requested subsequent arrest information from the Department of Justice concerning such employee and will immediately notify District and remove the employee from the Project if subsequent arrest information indicates the employee has been convicted of a serious or violent felony.
 - [For compliance with Education Code Section 45125.2(a)(3)]*
That the contracting entity named below has contracted with Owner for reimbursement of Owner expense incurred in providing surveillance by school personnel of the employees of the entity and its subcontractors on the Project.
 - [For compliance with Education Code Section 45125.1(g). Note: We believe this section may still be applicable to construction contractors where 45125.2(a) is insufficient to ensure pupil safety, e.g., where workers will be simultaneously working at various locations on a school site.]*

That neither myself nor any employees of the contracting entity named below or its subcontractors on the Project who are required by law to submit or have their fingerprints submitted to the Department of Justice, and who may come in contact with pupils, have been convicted of a felony defined in Education Code Section 45122.1.

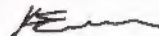
- [For compliance where there is limited contact or less with pupils]* That the contracting entity named below is exempt from fingerprinting requirements as the Owner has determined the employees of the entity and its subcontractors will have no more than limited contact with Owner's pupils during the Project.

Perez Asphalt Construction, Ltd. *[name of contracting entity]*

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

DATE: 4/16/2021

SIGNATURE _____



20-DRUG-FREE WORKPLACE CERTIFICATION

**PROJECT TITLE/BID #: BESSIE OWENS E.S. - MODERNIZATION
(#19122.00-38)**

OWNER: BAKERSFIELD CITY SCHOOL DISTRICT

This Drug-Free Workplace Certification is required pursuant to Government Code Section 8350 and following sections, and the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services 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 awarded by a state agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract 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 the person's or organization's 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;
 - 4. The penalties that may be imposed upon employees for drug abuse violations;
- C. Requiring that each employee engaged in the performance of work on the Project be given a copy of the statement required by subdivision (a), and that as a condition of employment on the Contract the employee agrees to abide by the terms of the statement.

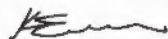
I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substances at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that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

I also understand that if the Owner determines that I have either (a) made a false certification or (b) violated this certification by failing to carry out the requirements of Section 8355, the contract awarded is subject to suspension of payments, termination, 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 and following sections.

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

Perez Asphalt Construction, Ltd.

Name of Contractor



Signature

Kelly Edwards

Print Name Above

Vice President

Print Title Above

Date: 3/26/2021



Perez Asphalt Construction Ltd
CA Lic 633423

2436 Oak St. Suite B
Bakersfield CA 93301
Ph: 661-872-9093 Fx: 661-338-7202
PerezAsphalt.com

Date: 3/26/2021

Bakersfield City School District
1501 Feliz Drive
Bakersfield, CA 93307

Disabled Veteran Business Enterprise (DVBE) Participation Statement

Project: Bessie Owens Elementary School – Modernization

Our firm anticipates using Disabled Veteran Business Enterprise (DVBE)-supplied services/materials amounting to \$ _____ or 0 % on this project. Attached is the DVBE Certification Letter(s) for the DVBE firms/ individuals we anticipate using.

At the conclusion of the project we will report to the District the total dollar amount of DVBE participation (services/materials) used under our contract for this project, in compliance with the District's DVBE Policy No. 3323.

Company: Perez Asphalt Construction, Ltd.

Name: Kelly Edwards

Title: Vice-President

Signature: 

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line. Do not leave this line blank. Perez Asphalt Construction, LTD	
2 Business name/disregarded entity name, if different from above Same as above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3). Exempt payee code (if any): _____ Exemption from FATCA reporting code (if any): _____ <small>Applies to accounts maintained outside the U.S.</small>
5 Address (number, street, and apt. or suite no.) See instructions. 2436 Oak Street, Ste. B	Requester's name and address (optional)
6 City, state, and ZIP code Bakersfield, CA 93301	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)																																																			
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.																																																			
Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> </tr> <tr> <td colspan="10" style="text-align: center;">OR</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 25px; height: 25px;">2</td> <td style="width: 25px; height: 25px;">6</td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;">0</td> <td style="width: 25px; height: 25px;">6</td> <td style="width: 25px; height: 25px;">3</td> <td style="width: 25px; height: 25px;">4</td> <td style="width: 25px; height: 25px;">0</td> <td style="width: 25px; height: 25px;">3</td> <td style="width: 25px; height: 25px;">0</td> </tr> </table>	Social security number																				OR										Employer identification number										2	6		0	6	3	4	0	3	0
Social security number																																																			
OR																																																			
Employer identification number																																																			
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Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	

Sign Here	Signature of U.S. person ▶	Date ▶ 3.02.2021
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

