

741

**SUBMITTAL TO THE BOARD OF DIRECTORS OF THE
REDEVELOPMENT AGENCY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



FROM: Redevelopment Agency

SUBMITTAL DATE:
January 7, 2010

SUBJECT: Rubidoux Boulevard Street Improvement Project- Phase II

RECOMMENDED MOTION: That the Board of Directors:

1. Find that the Rubidoux Boulevard Street Improvement Project Phase II is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301;
2. Approve the Plans and Specifications for the Rubidoux Boulevard Street Improvement Project Phase II; and
3. Authorize the Clerk of the Board to advertise the Notice Inviting Bids for Phase II of the Rubidoux Boulevard Street Improvement Project Phase II.

(Continued)

Robert Field
Executive Director

**FINANCIAL
DATA**

Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: No

SOURCE OF FUNDS: Jurupa Valley Redevelopment Capital Improvement Funds

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY:
Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY

On motion of Supervisor Stone, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: January 26, 2010
xc: RDA, COB

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.: 11/6/08, 4.1; 03/03/09, 4.1 District: 2

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND: The Rubidoux Boulevard Streetscape Improvement Project has been developed to construct infill sidewalks and replace unusable portions of existing sidewalk. This project has been divided into three (3) different phases in order to expedite design, development and construction. The limits of the phases are as follows: Phase I – Rubidoux Blvd from 30th Street to 24th Street; Phase II - Rubidoux Boulevard from Mission Boulevard to State Route 60; Phase III - Rubidoux Boulevard from 24th Street to Avalon Street and along Market Street from Rubidoux Boulevard to Agua Mansa.

Phase I was recently completed and the Notice of Completion is being finalized. Phase II of this project will improve access and enhance driving conditions by adding curb, gutter, sidewalks, installing new street lights, and slurry sealing and restriping the roadway on Rubidoux Boulevard from Mission Boulevard to State Route 60. These improvements will assist in eliminating visual blight and will help to revitalize the community.

The Redevelopment Agency has determined that the project qualifies for an exemption under CEQA Section 15301 (c). The project consists of infill sidewalks, curb, gutter, fourteen street lights and a slurry seal of the existing roadway. The impacts associated with the project are limited to construction-related noise, dust, erosion control and traffic control. These impacts are routinely addressed by standard construction practices that are considered part of the project. A Notice of Exemption has been prepared and will be posted with the County Clerk once the project is approved.

The design plans and specifications for Phase II have been completed and approved. Staff recommends the Board make a determination that the project will not have a significant impact on the environment pursuant to CEQA Guidelines, approve the plans and specifications for Phase II, and authorize the Clerk of the board to advertise the Notice Inviting Bids.

RF:DM:TE:GP: RM
S:\RDACOM\DIS2\Rubidoux\Rubidoux Blvd. Phase II\2.0 Form 11 Board & Approvals\F11 BOD.Plans.Specs.doc

File:

REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
NOTICE OF EXEMPTION
(CEQA)

DATE: January 7, 2010

TO: County Clerk, Riverside County
2724 Gateway Drive
County of Riverside

FROM: Economic Development Agency
County of Riverside
1325 Spruce Street, Suite 400
Riverside, CA 92507

Contact Person:
Richard Medina
Project Manager
Telephone: (951) 955-9627

Project:
Rubidoux Boulevard Sidewalk Improvement Project Phase II

Project Location (specific):
The Rubidoux Boulevard Improvement Project is located on Rubidoux Boulevard from Mission Boulevard to the State Highway 60, in the unincorporated community of Rubidoux, County of Riverside, State of California.

Project Location (community):
Unincorporated community of Rubidoux.

Project Location (county):
County of Riverside

Description of Nature, Beneficiaries and Purpose of Project:
The current project location is characterized by intermittent sidewalk, curb and gutter with some sections of street in disrepair. The proposed project consists of the design and construction of ADA-compliant sidewalks, rehabilitation of existing curb, gutter roadway improvements and the installation of new street lights throughout the project limits. The beneficiaries of this project are the local residents in the unincorporated community of Rubidoux. The purpose of project is to eliminate physical blighting conditions and improve public access throughout the Jurupa Valley Redevelopment Project Area.

Name of Public Agency Approving Project:
Redevelopment Agency for the County of Riverside

Name of Person or Agency Carrying out Project:
Redevelopment Agency for the County of Riverside

Exempt Status:
Categorical Exemption Section 15301 (c) of the State CEQA Guidelines.

File:

REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
NOTICE OF EXEMPTION
(CEQA)

DATE: January 7, 2010

Reasons Why Project is Exempt:

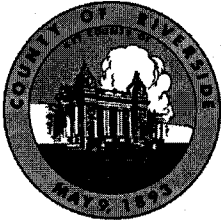
This project is exempt from CEQA requirements because the Project will not have a significant effect on the environment, the project will not significantly alter the current use and overall structures within the Project Area, and the Project consists of minor alterations in sidewalk improvements to maintain area sidewalk connectivity. In accordance with the Categorical Exemption Section 15301 (c), of the State CEQA Guidelines, operation, repair, maintenance, permitting, leasing, licensing, or minor alteration are categorically exempt to the following facilities: existing streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities.

Date Received for Filing:



Robert Field
Executive Director

MEMORANDUM



RIVERSIDE COUNTY COUNSEL

CONFIDENTIAL
ATTORNEY-CLIENT PRIVILEGE

DATE: March 25, 2010

TO: Jane Jennings
Clerk of the Board

FROM: Marsha L. Victor
Deputy County Counsel

RE: Bids for Rubidoux Blvd Street Improvement-Phase II


The seven low bids as noted on your summary of bids have been reviewed by this office. The bid by Kormx Inc., as noted on your summary, did not total his bid, although each line item had a bid price.

In the Instructions to Bidders, sections Q. and R., the procedure for handling unit prices/totals is set forth. The bid by Kormx included a bid price for each line item. Therefore, after review of the bid and calculation in accordance with those instructions, the total bid by Kormx Inc. is \$325,698.16.

The bid by PALP Inc. should be corrected to read \$381,928.68. The bid by Roadway Engineering should be corrected to read \$439,335.10. The corrections to these two bids does not change the order of low to high bids. The bid by West Coast Structures Inc. appears to have had several corrections to line items which have not been initialed by the bidder and would raise a question as to the responsiveness of the bid.

The correction(s) of the bid amounts on the bids by Kormx, PALP, and Roadway Engineering are in accordance with the Instructions to Bidders, and does not give any one bidder an advantage. The individual prices were set forth in the sealed bid documents, and the addition/calculation of the numbers is just a mathematical procedure, in accordance with the Instructions that were applicable to all bids submitted.

Therefore it would appear that the failure to insert a number on the total line is a minor irregularity which may be waived in the discretion of the Agency.


MLV:msf
Attachment

cc: Gloria Perez, EDA
Richard Medina, EDA

Bid Summary (CORRECTED)

TO:	Pamela J. Walls County Counsel	PROJECT:	Rubidoux Blvd Street Improvement
FROM:	Jane Jennings 955-8042 Clerk of the Board	BID DATE:	03/03/10
Project Mgr:	Richard Medina (951) 955-9627 EDA	BID TIME:	2:00 p.m.
		ITEM/DATE:	#4.3 of 1/26/10

CONTRACTORS

BID AMOUNT

Kormx, Inc.
19314 Avenida Del Sol
Walnut, CA 91789
(909) 595-6104

\$ NOT TOTALED
TBD BY COUNTY COUNSEL

325,698.16

PALP. Inc. DBA Excel Paving Co.
2230 Lemon Ave.
Long Beach, CA 90806
(562) 599-5841

\$ 381,932.67

381,928.68

Elite Bobcat Service, Inc.
1320 E. 6th St. #100
Corona, CA 92879
(951) 279-6869

\$ 397,270.80

✓

Yakar
113 E. Arrow Hwy
San Dimas, CA 91773
(909) 599-1612

\$ 398,646.88

Roadway Engineering & Contracting, Inc.
8861-A Jurupa Rd.
Riverside, CA 92509
(951) 360-6834

\$ 439,337.10

439,335.10

Imperial Paving Co., Inc.
10715 Bloomfield Ave.
Santa Fe Springs, CA 90670
(562) 944-0975

\$ 445,571.85

West Coast Structures, dba Western Structures
6005 Tyler St.
Riverside, CA 92503
(951) 352-4300

\$ 466,617.25

RECEIVED

MAR 08 2010

Hillcrest Contracting, Corp.
1467 Circle City Drive
Riverside, CA 92879
(951) 273-9600

\$ 476,143.81

COUNTY COUNSEL

MLV

CONTRACTORS

BID AMOUNT

B&T Works, Inc. 23905 Clinton Keith Rd Wildomar, CA 92595 (951) 775-6617	\$ 483,257.50
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Landmark Site Contractors 314 E. 3 rd Street Perris, CA 92570 (951) 940-4899	\$ 487,515.00
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All American Asphalt P.O. Box 2229 Corona, CA 92878-2229 (951) 736-7600	\$ 519,325.05
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COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY

RIVERSIDE, CALIFORNIA

**BIDDING DOCUMENTS
FOR**

**ROADWAY IMPROVEMENTS
FOR**

RUBIDOUX BOULEVARD - PHASE II (Between Mission Blvd. and State Route 60)

INSTRUCTIONS TO BIDDER

- A. **Responsible Bidders:** Bidders are advised that in selecting a Contractor, Owner reserves the right to consider the financial responsibility and general competency of each Bidder, his/her trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the public works contract. Owner expects each Bidder to fully and truthfully disclose all information required of the Bidder by the Bidding Documents. Each Bidder must be properly licensed and must sign and submit with his Proposal the Bidder's Statement of Experience, Bidding Sheets, and Certified Data Sheet. Please note that similar information is required for any proposed subcontractor and shall be listed in said Bidder's Statement of Experience.
- B. **Form of the Proposal:** The proposal must be made on the attached Contractor's Proposal form, which must be filled out completely, dated and signed by the bidder or duly authorized agent in accordance with the directions on the Proposal form.
- Each proposal shall include a complete list of the subcontractors proposed for every portion of the work, in accordance with Public Contract Code Sections 4100 - 4114, inclusive.
- C. **Submission of the Proposal:** Signed copies of each Proposal shall be sealed in an opaque envelope. The envelope shall bear the bidders name and shall be marked:

**PROPOSAL FOR THE CONSTRUCTION OF
ROADWAY IMPROVEMENTS**

FOR RUBIDOUX BOULEVARD - PHASE II (Between Mission Blvd. and State Route 60)

Proposals shall be submitted at the place designated in the Notice Inviting Bids at, or before, the time specified in said Notice. Before that time a proposal may be withdrawn, but only in person by the bidder or someone authorized by the Contractor in writing, and not by telephone or telegram.

- D. **Interpretation of the Documents:** Discrepancies in and omissions from the plans, specifications or other contract documents, or questions as to their meaning shall, at once, be brought to the attention of the Agency's Representative. Any interpretation of the documents will be made only by addenda duly issued and a copy of such addenda will be faxed, mailed, or delivered to each person or firm receiving a set of such documents. The Owner will not be responsible for any other explanations or interpretations. Should anything in the scope of the work or any of the sections of the specifications be of such nature as to be apt to cause disputes between the various trades involved, such information shall be promptly called to the attention of the Agency's Representative.

**STREET IMPROVEMENTS FOR
RUBIDOUX BLVD - PHASE II (Between Mission Blvd. and State Route 60)**

- E. **Completion Of Bid Proposal And Supporting Documents:** Each Bidder shall complete the attached Contractor's Proposal and supporting documents including any addenda or bulletins issued before receipt of bids and public opening of same together with the following:

1. Statement of Experience (not required for materials only proposal)
2. Bid Schedule
3. Contract Completion Schedule
4. Statement on Bonds and Insurance
5. Non-Collusion Affidavit
6. Bid Proposal Guarantee or Bid Bond

Each blank on each page shall be completed in ink and shall be printed by hand. The completed forms shall be without interlineations, alterations, or erasures; however, Bidder may correct errors by striking or lining out mistakes and entering and initialing corrections immediately thereabove.

Owner may, at its sole discretion, reject any bid to which the Bidder has added conditions, limitations, provisions, or any interlineations or alterations. Owner may also, at its discretion, reject any bid for which the Bidder has failed to supply all requested information or has misrepresented any such information or by matter whatever. Pursuant to Business and Professions Code Section 7028.15, any bid submitted by a Contractor not licensed in accordance with this chapter and pursuant to the requirements found in these bid documents shall be considered by the Owner to be non-responsive and shall be rejected by the Owner.

Owner will not consider alternative proposals unless they are called for by these instructions or the supplemental instructions appearing in the Bidding Documents themselves. Owner will not consider any proposal which does not include bids on all scheduled items set forth in the Bidding Sheet for the minimum bid specified.

- F. **Addenda To The Documents:** The Owner reserves the right to issue such addenda to the documents as it may desire at any time prior to the time fixed for receiving proposals. A copy of all such addenda will be promptly mailed or delivered to each bidder. The number and date of each addendum shall be listed on the Contractors Proposal in the space provided.
- G. **Owners Reservation Of Rights:** The Owner reserves the right to reject any or all proposals and to waive any informalities in a bid or in the bidding. No bidder may withdraw his bid for a period of sixty (60) days after the time set or the opening thereof.
- H. **Bidder's Check Or Bond:** Each proposal must be accompanied by a certified or cashiers check, or by a bid bond on the form supplied by the Owner, drawn in favor of the Owner in an amount not less than ten percent (10%) of the total proposal. This check or bond shall be given as a guarantee that the bidder, if awarded the contract, will execute and deliver the contract documents and the required Payment & Performance bonds in accordance with his proposal accepted by the Owner. In default of execution of the contract upon award and/or delivery of said Payment and Performance Bonds, such proposal bond or check shall be held subject to payment to the Owner of the difference in money between the amount of the bidders proposal and the amount for which the Owner may legally contract with another party to perform the said work together with the costs to the Owner of redrafting, redrawing and publishing documents and papers necessary to obtain new bids on the said work. The check or bond shall, in addition, be held subject to all other damages suffered by the Owner, as set forth in the contract documents. Said check or bond will be returned upon the close of the period mentioned in Paragraph G above, and to the successful bidder upon execution of the contract documents.

NO BONDS WILL BE ACCEPTED UNLESS SUBMITTED ON FORM SUPPLIED BY OWNER.

- I. **Bond(s) And Certificates Required Of Successful Bidder:** Before commencing any Work under this Contract, the successful Bidder shall file four of each bond with the Owner. These bonds shall be in the amounts and for the purposes specified below. They shall be surety bonds issued by:

- a. Either a California Admitted Surety OR a current Treasury Listed Surety (Federal Register). And
- b. Either a current A.M. Best A VIII rated Surety OR an Admitted Surety Insurer which complies with the provisions of the Code of Civil Procedure, § 995.660.

Should any surety or sureties upon said bonds or any of them become insufficient, successful Bidder shall renew said bond or bonds with good and sufficient sureties within ten (10) calendar days after receiving notice from the Agency that the surety or sureties are insufficient. Cost of bonds shall be included in the bid price.

The successful Bidder shall provide a contract performance bond in an amount of not less than 100% of the total bid price, conditioned upon faithful performance by said Bidder of all requirements under the contract. In addition, the successful Bidder shall provide a payment bond in an amount of not less than 100% of the total bid price, conditioned upon payment in full of the claims of all persons performing labor upon or furnishing materials to be used in or furnishing appliances or power contributing to the Work to be performed under the contract.

- J. **Award of Contract:** All bid proposals shall be publicly opened and read at the time and place set forth in the Notice Inviting Bids herein. Bidders and their authorized representatives are invited to be present. The award, if made, will be made within 60 days of the opening. The Owner's policy is to award to the lowest responsible Bidder who can comply with the specified delivery and or completion schedules. However, the Owner reserves the right to reject any and all bids or to waive any irregularity. Notice of Award shall be made to a successful Bidder in writing and mailed to the address as set forth on the signature page of the Bidding Documents.

- K. **Additional Information:** The Owner reserves the right to require of a bidder information regarding financial responsibility or such other information as the Owner determines is necessary to ascertain whether a bid is in fact the lowest responsible bid submitted. All references to an Architect or Engineer shall be deemed to refer to the Owner where no Architect or Engineer has been employed by the Owner.

- L. **Execution of the Contract:** The Bidder to whom award is made shall execute a written contract with the Owner on the form of contract provided herein (which shall incorporate by reference the Proposal, addenda or bulletins issued before receipt of bids and public opening of same, Bidder's Statement of Experience, Bidding Sheet, Certified Data Sheet, Special Requirements, Basic Specifications, and Construction and Standard Drawings), together with the Labor Code Certification (not required for materials only proposal) therein, and furnish good and approved bond(s) and Certificates of Insurance as required in the preceding Section I, in the time frame set forth in the following section M.

No proposal shall be considered binding upon the Owner until the Contract has been executed. Failure or refusal by the successful Bidder to so enter into a contract, as herein provided, or to conform to any of the stipulated requirements in connection therewith, shall be just cause for the annulment of the award and the retention by the Owner of the proposal guarantee. If the successful Bidder refuses or fails to execute the contract, the Owner may award the contract to the Bidder whose proposal is next most acceptable to said Owner; and such Bidder shall fulfill every stipulation embraced herein as if he were the party to whom the first award was made.

A corporation to which an award is made will be required, before the contract is finally executed, to furnish evidence of its corporate existence and of the authority of the officer signing the contract and bond for the corporation to so sign.

- M. **Prompt Action By Contractor:** After the award of the Contract by the Owner, and within ten (10) working days after the Agreement Forms are presented to the Contractor for signing, he shall return to the Owner the signed Agreements, along with all necessary Bonds and Certificates of Insurance.
- N. **Caution to Bidders:** Prospective bidders are cautioned not to merely examine the plans and specifications in making their bid, since requirements are imposed upon the Contractor by various other portions of the Contract Documents.
- O. **Bidder's Qualifications:** To be considered, a potential bidder must have a Contractor's License, as required under provisions of Public Contracts Code Section 3300, and the California Business and Professions Code, for work covered in its proposal when a bid is submitted. This includes a joint venture formed to submit a bid.
- P. **Time of Completion:** Time of completion of project is **Forty-five (45)** working days from the date specified in the NOTICE TO PROCEED issued by the Owner.
- Q. **Quantities:** The amount of work to be done or materials to be furnished under the Contract as shown in the Contractor's Proposal are but estimates and are not to be taken as an expressed or an implied statement that the actual amount of work or materials will correspond to the estimate.
County reserves the right to increase or decrease or to entirely eliminate certain items from the work or materials to be furnished if such action is found to be desirable or expedient. Contractor is cautioned against the unbalancing of his bid by prorating his overhead only into one or two items when there are a number of items listed in the schedule.
- R. **Bids:** Bids are required for the entire work, including all alternate bid schedules, if applicable, unless otherwise explicitly allowed in the bid documents. The amount of the bid for comparison purposes will be the total of all items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item.

The bidder shall set forth for each item of work in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous,

unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

- a. As to lump sum items, the amount set forth in the "Total" column shall be the item price.
- b. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

- S. **Withheld Contract Funds:** Bidder is advised that Contractor, at his request and expense and in accordance with Section 22300 of the California Public Contract Code, will be permitted to substitute securities equivalent to monies withheld by Owner to insure performance under the Contract. Alternatively, the Contractor may request to have earned retentions paid directly to the escrow agent in accordance with Public Contract Code Section 22300.

CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF
COUNTY OF RIVERSIDE
ECONOMIC DEVELOPMENT AGENCY

Date

Bidder KormX, Inc.

The undersigned, having carefully examined the proposed site and the Plans and Specifications, the Notice Inviting Bids, the Instructions to Bidders, the Agreement Form, the Bond Forms, the General Conditions and the Supplementary General Conditions for the **STREET IMPROVEMENTS FOR RUBIDOUX BOULEVARD - PHASE II (Between Mission Blvd. and State Route 60) PROJECT**, hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the construction in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Addendum No. _____ Date

Addendum No. _____ Date

Addendum No. _____ Date

for the total sum, including all applicable taxes, permits and licenses as follows:

Bids must be submitted on all items. Failure to bid on all items may result in the bid being rejected as non-responsive.

DESIGNATION OF SUBCONTRACTORS

In compliance with the Public Contract Code, Sections 4104-4144, the undersigned submits the following complete list of each subcontractor who will perform work or labor or render services in or about the construction in an amount in excess of ½ of 1% of said total bid.

PORTION OF THE WORK	SUBCONTRACTOR	ADDRESS
Slurry Seal	AMERICAN ASPHALT SEALING INC	14436 SANITANA AVE FONTANA CA 92337

AWARD OF CONTRACT

The undersigned fully understands that a Contract is formed upon the acceptance of this proposal by the Owner, and the undersigned further agrees that upon request he will promptly execute and deliver to Owner a written memorial of the Contract together with the required labor and material and performance bonds.

BID GUARANTEE

The enclosed certified or cashier's check or bidder's bond on approved form, made payable to the Owner, in the amount of ten percent (10%) of the total bid submitted herewith, is hereby given as guarantee that the bidder will execute and deliver the above mentioned written memorial and required bonds if awarded the contract, and in the event that the undersigned fails or refuses to execute and deliver said documents, such check or bond is to be charged with the costs of the damages experienced by the Owner as a result of such failure or refusal, including, but not limited to publication costs, the difference in money between the amount of the bid of the said principal and the amount for which obligee may legally contract with another party to perform the said work if such amount be in excess of the former, building lease or rental costs, transportation costs and additional salary costs that result from the delay due to the principal's default on the awarded contract. In no event, however, shall the Surety's liability exceed the penal sum hereof.

Name of Bidder

Kormx, Inc

Type of Organization

Corporation

Signed By

*

Title of Signer

President

Address of Bidder

19314 Avenida Del Sol, Walnut, CA, 91789

Telephone Number

(909) 595-6104

Contractor's License 417430 A Classification

If bidder is a corporation, and signer is not President or Secretary, attach certified copy of Bylaws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach Power of Attorney. If bidder is not an individual, list names of other persons authorized to bind the organization.

STATEMENT OF EXPERIENCE

A. Bidder

Each Bidder (Contractor) shall list, in addition to name and address, the type of work in which it is qualified, and its years of experience in that type of work.

Name: KORMY, Inc
Address: 19314 Avenida Del Sol, Walnut, CA, 91789
Type of Work: General Engineering: Concrete work
Years of Experience: 3

If Bidder (Contractor) has less than 5 years experience, Bidder (Contractor) shall complete Section E, listing the work experience for principals and key personnel.

B. Subcontractors

Each Bidder (Contractor) shall list the name and address of each subbidder (subcontractor) who will perform work in excess of one-half of one percent of the total bid. State the subbidders and the work to be performed by each. Only one subbidder shall be listed for each specific portion of the Work. If subbidder (subcontractor) has less than 5 years experience, subbidder shall complete Section F listing the work experience for principals and key personnel.

- 1) Name: AMERICAN ASPHALT SOUTH INC
Address: 14436 SANTA ANA AVE FONTANA CA 92337
Contractor License No.: 784969
Class: A
Type of Work: TYPE II SLURRY SEAL
Years of Experience: 20 Yrs
- 2) Name: HIGHLIGHT Electric
Address: PO Box 7339, Riverside CA 92513
Contractor License No.: 806335
Class: C-10
Type of Work: Electrical
Years of Experience: 14

Statement of Experience (Continued)

3) Name: Mackenzi Electric, Inc.

Address: 7933 Palm Ave. Highland, CA 92346

Contractor License No.: 664395

Class: C-10

Type of Work: electric

Years of Experience: 17

4) Name: J.P. Striping

Address: _____

Contractor License No.: 746286

Class: C-32

Type of Work: _____

Years of Experience: 17

C. Bidder Projects (use reverse side if necessary)

Each Bidder (Contractor) shall furnish work record for Bidder (Contractor), listing at least four similar projects that the Bidder has completed within the past three (3) years. Responses shall be full and explicit.

1) Contractor: KORMX, Inc.

Contract Amount: 171,898.

Date: 7/1/08

Completed: 7/1/08

Type of Work: Sidewalk, C & G, Ramp Improvements

Owner (Name, Address, & Phone): City of La Puente
15900 E. Main Street, La Puente CA 91744

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): ArSan Idnani - (626) 780-8154

Statement of Experience (Continued)

2) Contractor: Kormx, Inc.

Contract Amount: 340,000.00

Date Completed: 4/1/08

Type of Work: Sidewalk, ADA Ramp Improvements

Owner (Name, Address, & Phone): City of La Puente
15900 E. Main La Puente, CA 91744

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): Arjan Idnani - (626) 780-8154

3) Contractor: Kormx, Inc.

Contract Amount: 222,304.00

Date Completed: 11/21/08

Type of Work: Bike Trail alignment, Asphalt, Concrete Slope

Owner (Name, Address, & Phone): County of Los Angeles
900 S. Fremont Ave.

Engineer (Name, Address, & Phone): Alhambra CA 91803 (626) 458-5100

Person in Charge of Project (Name & Phone): Omid Emami - (626) 607-7444

4) Contractor: Kormx, Inc.

Contract Amount: 421,038.00

Date Completed: 8/19/09

Type of Work: Omnibus, Sidewalk Improvements

Owner (Name, Address, & Phone): City of Santa Ana
20 Civic Center Plaza, M-21 Santa Ana CA, 92702

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): Ed Torres - (714) 647-5018

Please See Attached

Statement of Experience (Continued)

5) Contractor: Kormx, Inc.

Contract Amount: 421,038.00

Date Completed: 8/28/09

Type of Work: Sidewalk and Street Imp.

Owner (Name, Address, & Phone): County of Orange
300 N. Flower St. Santa Ana CA 92703-5000

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): Bob Stanfield - (714) 936-9731

6) Contractor: Kormx, Inc.

Contract Amount: \$ 155,039.77

Date Completed: 10/19/09

Type of Work: Sidewalk, curb & gutter imp.

Owner (Name, Address, & Phone): City of Santa Fe Springs
11710 Telegraph Rd., Santa Fe Springs, CA 90670

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): Robert Garcia - (562) 868-0511 ext. 7545
(Please see attached)

D. Subbidder Projects (use reverse side if necessary)

Bidder (Contractor) shall furnish work record for subbidder (subcontractor) listing at least two similar projects each that the subbidders have completed within the past three (3) years. Responses shall be full and explicit.

1) Subcontractor: Markenzi Electric Inc.

Contract Amount: \$ 1,865,781

Date Completed: 3-20-10

Type of Work: SCE Conduit systems, street lights, sports park

Owner (Name, Address, & Phone): Redevelopment Agency for County of Riverside

Engineer (Name, Address, & Phone): (951) - ~~955~~ 955-8916
1325 Spruce St. #400, Riv 92501

**STREET IMPROVEMENTS FOR
RUBIDOUX BLVD - PHASE II (Between Mission Blvd. and State Route 60)**



KORMX, INC.
GENERAL ENGINEERING CONTRACTOR

19314 AVENIDA DEL SOL, WALNUT 91789
PHONE:(626)595-6104 FAX:(909)595-9086

Project References

City of Stanton Public Works Dept.
Pedestrian Accessibility Program \$88,000
Sean Crumby—Director of Public Works (714) 379-9222 ext.204
100% of own work forced used
Completed: 2/11/08

City of La Puente Public Works Dept.
Sidewalk Imp. Project \$171,898
Arjan Idnani—Senior Engineer (626) 780-8154
100% of own work forced used
Completed: 7/1/08

City of La Puente Public Works Dept.
Construct ADA Ramps and Sidewalk Imp. \$340,000
Arjan Idnani—Senior Engineer (626) 780-8154
100% of own work forced used
Completed: 9/1/08

City of Monterey Park Public Works Dept.
07-08 Sidewalk Reconstruction La Loma Park \$78,103
Vennie Bermudez—City Engineer (626) 307-1325
100% of own work force used
Completed: 6/2/08

County of Orange
Craig Regional Park Imp. \$46,177
Omar Leyva—Project Manager (714) 834-4523
100% of own work force used
Completed: 6/2/08

County of Los Angeles Public Works Dept.
San Gabriel River Bike Trail \$222,304
Omid Emam—Inspector (626) 607-7444
85% of own work forced used
Completed: 11/21/08

City of Santa Ana Public Works Dept.
08/09 Omnibus Concrete Imp. \$421,038
Ed Torres—Project Manager (714) 647-5018
100% of own work force used
Completed: 8/19/09



KORMX, INC.

GENERAL ENGINEERING CONTRACTOR

19314 AVENIDA DEL SOL, WALNUT 91789

PHONE:(626)595-6104 FAX:(909)595-9086

Project References

County of Orange Public Works Dept.
300 North Flower Street, Santa Ana, CA 92703
Olive Island Sidewalk Imp. \$305,000
Bob Stanfield—Project Manager (714) 936-9731
90% of own work forced used
Completed: 8/28/09

City of Alhambra
111 South 1st Street, Alhambra, CA 91801
2008 HUD Funded Sidewalk Curb & Gutter Repair \$143,213.51
Amanda Eitel—Project Manager (626) 570-5062
100% of own work force used
Completed: 9/1/09

City of Santa Ana Public Works Dept.
20 Civic Center Plaza, Santa Ana, CA 92702
Channel Inlet Mod. \$110,375
William Albright—Assistant Engineer (714) 647-5029
90% of own work force used
Completed: 9/10/09

City of Santa Fe Springs
11710 E. Telegraph Road, Santa Fe Springs, CA 90670
Sorrenson Ave Sidewalk Imp. \$155,039.77
Robert Garcia—Project Manager (562) 868-0511 ext.7545
95% of own work forced used
Completed: 10/19/09

Statement of Experience (Continued)

Person in Charge of Project (Name & Phone): John Lisa Beth 714-546-7975

2) Subcontractor: MaeKenzi Electric, Inc

Contract Amount: \$318,890

Date Completed: 12-2007

Type of Work: SCE Conduit system, street lights

Owner (Name, Address, & Phone): Redlands, 35 Cabon Redlands, CA
(909) 792-6611

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): Greg Cooper (909) 355-4333

3) Subcontractor: _____

Contract Amount: _____

Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): _____

4) Subcontractor: _____

Contract Amount: _____

Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): _____

Statement of Experience (Continued)

5) Subcontractor: _____

Contract Amount: _____

Date Completed: _____

Type of
Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): _____

6) Subcontractor: _____

Contract Amount: _____

Date Completed: _____

Type of
Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): _____

E. Bidder's Principals and Key Personnel (use reverse side if necessary)

If Bidder (Contractor) has less than 5 years experience in the type of work specified, it shall list the work experience for principals and key personnel to demonstrate that Bidder (Contractor) has sufficient work experience to warrant consideration for award.

1) Name: Please See Attached

Address: _____

Type of Work: _____

Years of Experience: _____

Capacity (Title): _____

2) Name: _____

Kormx, Inc.

BD-14

13

17816 East Contador Drive
Rowland Heights, CA 91748

FRANK URIBE
Project Man.

Home: (626) 913-1845
Pager: (213) 812-5040

OBJECTIVE: To obtain a superintendent position responsible for all aspects of construction.

EDUCATION: Sierra Vista High School
Graduated: June 1968

EXPERIENCE:

09-96 to 10-97 *Project Superintendent, AKD/AAD Contractors, a Joint Venture*
Responsible for all aspects of bridge work on Cesar Chavez Avenue Viaduct over the Los Angeles River Seismic Retrofit Project.

04-95 to 09-96 *Concrete Superintendent, Sully Miller*
Responsible for all aspects of street improvements.

05-93 to 04-95 *Project Supervisor, Heritage Construction*
Supervised various concrete pours and finishing operations.

02-92 to 05-93 *Concrete Supervisor, C.C. Myers*
Supervised various concrete pours and finishing operations.

03-89 to 02-92 *Project Superintendent, Rocha Construction*
Responsible for all field jobs including ordering materials, laying out crews and interfacing with supervisors and subcontractors.

08-74 to 03-89 *President, Uribe Corporation*
Completed approximately 250 projects. Several projects were completed on the Century Freeway. Five projects consisted of new bridge construction, one being the largest 1400 lineal feet build for Cal Trans in San Francisco. Completed an 18 mile long trap channel (30,000 cy) in 7 months. All other projects consisted of concrete retaining walls, warp wing walls, curb and gutter, concrete paving, approach slabs, box culverts, various types of joint seal and repairs, including epoxy injection. Subcontract work for Cal Trans project including the following companies: Kaiser Corporation, C.C. Myers, Inc., Griffith Construction, Construction, Morris and Kuntsen, Brutoco Engineering, Daily Corp., W. F. Maxwell Co., Steve P. Rados, RE. Hazard Construction, Guy F. Atkinson, Tutor Saliva Co., and many others.

02-73 to 08-74 *Concrete Forman, Brutoco Construction*
Responsible for all aspects of bridge work.

01-72 to 02-73 *Concrete Foreman, Dan J. Peterson Construction*
Responsible for various concrete pours and finish operations.

03-71 to 01-72 *Finisher, Streeker Construction*
Finisher work including curb and gutter crew and concrete paving.

CERTIFICATES: Trench Shoring Company Certificate, 1997
Concrete Excellence Certificate Award, 1985
California Lic. #A719119

SKILLS: Extensive experience with estimating, planning, material ordering, assigning equipment, and paperwork.
Hands-on experience in all aspects of heavy construction with emphasis on bridge building.
Strong organizational skills.
Speak, read and write fluently in Spanish.



RESUME

Joe Uribe Cardenas
President
19314 Avenida Del Sol
Walnut, CA 91789
Cell: (909) 771-7090

Work Experience:

Kalban, Inc. 1992 through November 2007
(818) 504-1065
9075 Glenoaks Blvd
Sun Valley, CA
Foreman/Superintendent:
Responsible for all aspects of construction management,
and production on all job sites.

Rocca Construction 1990 through 1992
Address: Unknown
San Diego, CA
Superintendent:
Responsible for all on site management and production.

Dyno Construction 1979 through 1990
Address: Unknown
San Diego, CA
Superintendent: Responsible for all management aspects,
And on site production.

Polish & Benedict 1965-1979
Address: Unknown
Rosemead, CA
Journeyman: Masonry, bridge work,
and all aspects of civil engineering work performed
(Excluding military service period)

Education & Background:

Graduate of Sierra Vista High School
Baldwin Park, CA "1965"
Completion Cement Masons Apprentice Program "1971"
Tour of Military Service "1967-1969 Vietnam Disabled War Veteran"
California "A" Licensed Contractor Issued "1982"

Interests: Include remodeling homes, and traveling.



KORMX, INC.

GENERAL ENGINEERING CONTRACTOR

19314 AVENIDA DEL SOL, WALNUT 91789

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100% of own work forced used
Completed: 2/11/08

City of La Puente Public Works Dept.
Sidewalk Imp. Project \$171,898
Arjan Idnani—Senior Engineer (626) 780-8154
100% of own work forced used
Completed: 7/1/08

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Completed: 9/1/08

City of Monterey Park Public Works Dept.
07-08 Sidewalk Reconstruction La Loma Park \$78,103
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County of Orange
Craig Regional Park Imp. \$46,177
Omar Leyva—Project Manager (714) 834-4523
100% of own work force used
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County of Los Angeles Public Works Dept.
San Gabriel River Bike Trail \$222,304
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85% of own work forced used
Completed: 11/21/08

City of Santa Ana Public Works Dept.
08/09 Omnibus Concrete Imp. \$421,038
Ed Torres—Project Manager (714) 647-5018
100% of own work force used
Completed: 8/19/09



KORMX, INC.
GENERAL ENGINEERING CONTRACTOR

19314 AVENIDA DEL SOL, WALNUT 91789

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Amanda Eitel—Project Manager (626) 570-5062
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City of Santa Ana Public Works Dept.
Channel Inlet Mod. \$110,375
William Albright—Assistant Engineer (714) 647-5029
90% of own work force used
Completed: 9/10/09

City of Santa Fe Springs
Sorrenson Ave Sidewalk Imp. \$155,039.77
Robert Garcia—Project Manager (562) 868-0511 ext.7545
95% of own work forced used
Completed: 10/19/09

Statement of Experience (Continued)

Address: _____

Type of Work: _____

Years of Experience: _____

Capacity (Title): _____

F. Subbidder's Principals and Key Personnel (use reverse side if necessary)

If any subbidder (subcontractor) has less than 5 years experience in the type of work indicated, it shall list the work experience for principals and key personnel to demonstrate that subbidder (subcontractor) has sufficient work experience to warrant consideration for award.

1) Name: _____

Address: _____

Type of Work: _____

Years of Experience: _____

Capacity (Title): _____

2) Name: _____

Address: _____

Type of Work: _____

Years of Experience: _____

Capacity (Title): _____

3) Name: _____

Address: _____

Type of Work: _____

Years of Experience: _____

Capacity (Title): _____

4) Name: _____

Address: _____

Statement of Experience (Continued)

Type of Work: _____

Years of Experience: _____

Capacity (Title): _____

5) Name: _____

Address: _____

Type of Work: _____

Years of Experience: _____

Capacity (Title): _____

G. Has Bidder been involved in litigation with any owner of any project within the last 10 years? NO If so, please describe the project and the nature and results of any litigation including any lawsuits settled prior to trial.

H. Have any subbidders been involved in litigation with any owner of any project within the last 10 years? NO . If so, please describe the project and the nature and results of any litigation including any lawsuits settled prior to trial.

I. Bidder is advised that it may be required to submit a signed financial statement, financial data, or other information and references sufficiently comprehensive to permit an appraisal of its current financial condition prior to award of contract. Said statement, data, or information may be considered in selecting the successful Bidder.

Bid Schedule

The undersigned hereby proposes to furnish all labor, materials, equipment and methods necessary for constructing all Work specified, all in strict accordance with these Contract Documents, at the bid prices and the Completion Date set forth hereafter. Quantities are estimates and must be verified by the contractor. If there is a **discrepancy** between the plans and the bid schedule, **the plans prevail**. The undersigned also acknowledges that all bid prices include sales tax and all other applicable taxes and fees.

BID SCHEDULE STREET IMPROVEMENTS FOR RUBIDOUX BLVD - PHASE II (Between Mission Blvd. and State Route 60)

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in Figures) Dollars/Cents
1	Mobilization	LS	1		13,304.91
2	Storm Water Pollution Prevention Plan & NOI	LS	1	5,000 ⁰⁰	5,000 ⁰⁰
3	Traffic Control	LS	1	7,500 ⁰⁰	7,500 ⁰⁰
4	Clearing and Grubbing	LS	1	12,500 ⁰⁰	12,500 ⁰⁰
5	Remove AC Pavement and Base	SF	9,100	1 ⁰⁰	9,100 ⁰⁰
6	Remove AC Driveway	SF	2,200	1 ⁰⁰	2,200 ⁰⁰
7	Remove Concrete (Curb and Gutter)	LF	786	4 ⁰⁰	3,144 ⁰⁰
8	Remove Concrete Sidewalk	SF	1,293	1 ⁰⁰	1,293 ⁰⁰
9	Remove Concrete Slab	SF	90	1 ⁰⁰	90 ⁰⁰
10	Remove Concrete Driveway	SF	3,800	1 ²⁵	4,750 ⁰⁰
11	Remove Cross Gutter	SF	2,820	1 ⁵⁰	4,230 ⁰⁰
12	Remove Chain Link Fence	LF	50	5 ⁰⁰	250 ⁰⁰

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in Figures) Dollars/Cents
13	Remove and Relocate Mail Box	EA	25	75 ⁰⁰	1,875 ⁰⁰
14	Remove and Salvage Bus Bench	EA	1	100 ⁰⁰	100 ⁰⁰
15	Remove Abandoned Service Cabinet	EA	1	100 ⁰⁰	100 ⁰⁰
16	Remove, Salvage, and Reuse Portions of Wrought Iron Fence	LF	51	35 ⁰⁰	1,785 ⁰⁰
17	Construct Type A-6 Curb per County of Riverside Std. Plan No. 200	LF	194	24 ⁰⁰	4,656 ⁰⁰
18	Construct Type D Curb per County of Riverside Std. Plan No. 204	LF	50	24 ⁰⁰	1,200 ⁰⁰
19	Construct Concrete Cross-Gutter per County of Riverside Std. Plan No. 209 and as shown on plans	SF	3,670	7 ⁵⁰	27,525 ⁰⁰
20	Construct Curb Ramp, Case A, per County of Riverside Std. Plan No. 403	EA	2	1900 ⁰⁰	3800 ⁰⁰
21	Construct PCC Sidewalk per County of Riverside Std. Plan No. 401	SF	12,100	3 ⁷⁵	45,375 ⁰⁰
22	Construct Driveway Approach per County of Riverside Std. Plan No. 207	EA	25	1,200 ⁰⁰	30,000 ⁰⁰
23	Construct Driveway Approach per County of Riverside Std. Plan No. 207A	EA	1	2,700 ⁰⁰	2,700 ⁰⁰
24	Construct PCC Driveway Pavement, 0.5' thick	SF	1,200	4 ⁷⁵	5,700 ⁰⁰
25	Construct AC Driveway Pavement, 0.3' thick	TON	23	100 ⁰⁰	2,300 ⁰⁰
26	Replace Pavement Section in kind, 0.25' AC over 0.5' AB min	SF	8,500	2 ⁹⁰	24,650 ⁰⁰
27	Grade Dirt Driveway	SF	514	0 ⁵⁰	257 ⁰⁰

**STREET IMPROVEMENTS FOR
RUBIDOUX BLVD - PHASE II (Between Mission Blvd. and State Route 60)**

BD-18

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in Figures) Dollars/Cents
28	Furnish and Install Chain Link Fence with top rail, per Caltrans Std. Plan A85 (Height to match existing)	LF	50	40 ⁰⁰	2,000 ⁰⁰
29	Adjust Gas Valve Meter Box Frame and Cover to Grade	EA	1	100 ⁰⁰	100 ⁰⁰
30	Adjust Water Valve Box Frame and Cover to Grade	EA	3	100 ⁰⁰	300 ⁰⁰
31	Adjust Water Meter to Grade per Riverside Community Services District (RCSD) Design Standards	EA	4	1,500 ⁰⁰	6,000 ⁰⁰
32	Adjust Fire Hydrant to Grade	EA	1	2,700 ⁰⁰	2,700 ⁰⁰
33	Adjust Traffic Signal Pull Box to Grade	EA	1	1,750 ⁰⁰	1,750 ⁰⁰
34	Relocate Roadside Sign	EA	7	200 ⁰⁰	1,400 ⁰⁰
35	Relocate Backflow Prevention Valve	EA	1	1,500 ⁰⁰	1,500 ⁰⁰
36	Furnish & Install appurtenances necessary for streetlights (including conduits, service meter, hand holes, trenches) per SCE approved electrical plan	LS	1		52,200 ⁰⁰
37	Apply 1 coat of Type II slurry seal over roadway	SF	189,000	0.16	30,013 ²⁰ should be
38	Signing and Striping	LS	1		9,729 ²⁵ 30,240
39	Construct modified longitudinal gutter per SPPWC Std Plan 122-1 and as shown on the plans.	LF	133	18 ⁰⁰	2,394 ⁰⁰

TOTAL SUM BID, ITEMS 1 THROUGH 39: _____

Words

(\$ _____)

Figures

**STREET IMPROVEMENTS FOR
RUBIDOUX BLVD - PHASE II (Between Mission Blvd. and State Rd
BD-19**

no totals

*\$ 325,698¹⁶
42W*

MEASUREMENT & PAYMENT FOR ITEMS

The following bid items are included in the Bid Proposal for providing a method of payment:

1. Payment for "**Mobilization**" will be made on a lump sum (LS) basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 11 of the Standard Specifications and as amended and/or supplemented by these contract documents.
2. Payment for "**Storm Water Pollution Prevention Plan & Notice of Intent**" will be made on a lump sum (LS) basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 7-1.01G of the Standard Specifications and as amended and/or supplemented by these contract documents.
3. Payment for "**Traffic Control**" will be made on a lump sum (LS) basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 12 of the Standard Specifications and as amended and/or supplemented by these contract documents.
4. Payment for "**Clearing and Grubbing**" will be made on a lump sum (LS) basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 16 of the Standard Specifications and as amended and/or supplemented by these contract documents. Clearing and grubbing shall also include planters and vegetated areas within the project limits.
5. Payment for "**Remove AC Pavement and Base**" will be made on a square foot (SF) basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 15 of the Standard Specifications and as amended and/or supplemented by these contract documents.
6. Payment for "**Remove A.C. Driveway**" will be made on a per square foot (SF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 15 of the Standard Specifications and as amended and/or supplemented by these contract documents. Plans show approximate removal limits only. Exact limits shall be verified in the field with the Engineer prior to removal to ensure proper parkway joins with existing facilities. Contractor shall not be compensated for additional a.c. removal without approval by the Engineer.
7. Payment for "**Remove Concrete (Curb and Gutter)**" will be made on a per linear foot (LF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 15 of the Standard Specifications and as amended and/or supplemented by these contract documents.
8. Payment for "**Remove Concrete Sidewalk**" will be made on a per square foot (SF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 15 of the Standard Specifications and as amended and/or supplemented by these contract documents.
9. Payment for "**Remove Concrete Slab**" will be made on a per square foot (SF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 15 of the Standard Specifications and as amended and/or supplemented by these contract documents. Concrete slab sections include areas that may not be reinforced or privately poured concrete areas.

10. Payment for **"Remove Concrete Driveway"** will be made on a per square foot (SF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 15 of the Standard Specifications and as amended and/or supplemented by these contract documents. Plans show approximate removal limits only. Exact limits shall be verified in the field with the Engineer prior to removal to ensure proper parkway joins with existing facilities. Contractor shall not be compensated for additional concrete removal without approval by the Engineer.
11. Payment for **"Remove Cross Gutter"** will be made on a per square foot (SF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 15 of the Standard Specifications and as amended and/or supplemented by these contract documents.
12. Payment for **"Remove Chain Link Fence"** will be made on a per linear foot (LF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 15 of the Standard Specifications and as amended and/or supplemented by these contract documents.
13. Payment for **"Remove and Replace Mail Box"** will be made on an each (EA) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 15 of the Standard Specifications and as amended and/or supplemented by these contract documents. Payment shall also include performing all the work involved and required to remove existing mail box, post or enclosure and footing, and replace with new mail receptacle, post and footing as directed by the Engineer.
14. Payment for **"Remove and Salvage Bus Bench"** will be made on an each (EA) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 15 of the Standard Specifications and as amended and/or supplemented by these contract documents. Payment for this item shall include all storage and transport fees related to temporary relocation and storage either off-site or on-site by the Contractor. The Contractor shall coordinate with Riverside Transit Agency for location of bus bench.
15. Payment for **"Remove Abandoned Service Cabinet"** will be made on an each (EA) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 15 of the Standard Specifications and as amended and/or supplemented by these contract documents. Service Cabinet shall become property of the Contractor and he shall be responsible for its proper and legal disposal.
16. Payment for **"Remove, Salvage, and Reuse Portions of Wrought Iron Fence"** will be made on a per linear foot (LF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 15 of the Standard Specifications and as amended and/or supplemented by these contract documents. Removal, Reuse, Modifications, and Replacements of any and all gates, fence, and fence posts shall be included in this bid item at the Arbuckle Road curb return. All gates and fences shall match existing in kind. The fence shall be relocated to behind public right-of-way.
17. Payment for **"Construct Type A-6 Curb per County of Riverside Std. Plan No. 200"** will be made on a per lineal foot (LF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 73 of the Standard Specifications and as amended and/or supplemented by these contract documents.

18. Payment for "**Construct Type D Curb per County of Riverside Std. Plan No. 204**" will be made on a per lineal foot (LF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 73 of the Standard Specifications and as amended and/or supplemented by these contract documents.
19. Payment for "**Construct Concrete Cross Gutter per County of Riverside Std. Plan No. 209 and as shown on plans**" will be made on a per square foot (SF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 73 of the Standard Specifications and as amended and/or supplemented by these contract documents. Curb reconstruction, including depression for curb ramps, shall be monolithic with concrete cross gutter and shall be incidental to the per square foot unit price.
20. Payment for "**Construct Curb Ramp, Case A, per County of Riverside Std. Plan No. 403**" will be made on a per each (EA) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 73 of the Standard Specifications and as amended and/or supplemented by these contract documents. Payment shall also include performing all work involved and required to remove the interfering curb and gutter, or curb only at spandrels, and remove interfering sidewalk, prepare sub-grade, place and remove forms and finish concrete in accordance with the plans and specifications. Limit of the curb ramp work is considered to be from BCR to ECR and includes all sidewalk, retaining curbs and curb and gutter in said limits.
21. Payment for "**Construct PCC Sidewalk per County of Riverside Std. Plan No. 401**" will be made on a per square foot (SF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 73 of the Standard Specifications and as amended and/or supplemented by these contract documents. Plans show approximate construction limits only. Exact limits shall be verified in the field with the Engineer prior to construction to ensure proper parkway joins with existing facilities.
22. Payment for "**Construct Driveway Approach per County of Riverside Std. Plan No. 207**" will be made on per each driveway approach (EA) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 73 of the Standard Specifications and as amended and/or supplemented by these contract documents. Driveway Approaches shall include the curb and gutter in front of them and the sidewalk and driveway behind them and adjacent to the limits shown on the standard plans. Plans show approximate construction limits and widths only. Exact limits shall be verified in the field with the Engineer prior to construction to ensure proper parkway joins with existing facilities and drivability. Contractor shall not be compensated for additional driveway approach quantities without approval by the Engineer.
23. Payment for "**Construct Driveway Approach per County of Riverside Std. Plan No. 207A**" will be made on a per each driveway approach (EA) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 73 of the Standard Specifications and as amended and/or supplemented by these contract documents. Driveway Approaches shall include the curb and gutter in front of them and the sidewalk and driveway behind them and adjacent to the limits shown on the standard plans. Plans show approximate construction limits and widths only. Exact limits shall be verified in the field with the Engineer prior to construction to ensure proper parkway joins with existing facilities and drivability. Contractor shall not be compensated for additional driveway approach quantities without approval by the Engineer.

24. Payment for **"Construct 0.5' thick PCC Driveway"** will be made on a per square foot (SF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 73 of the Standard Specifications and as amended and/or supplemented by these contract documents. Payment shall also include performing all work involved and required to prepare sub-grade, place and remove forms and finish concrete pavement driveways outside of the public right-of-way to provide a smooth drivable transition between the existing driveway and the new driveway approach in accordance with the plans and specifications. Plans show approximate construction limits only. Exact limits shall be verified in the field with the Engineer prior to construction to ensure proper parkway joins with existing facilities and drivability. Contractor shall not be compensated for additional PCC driveway without approval by the Engineer.
25. Payment for **"Construct 0.3' thick AC Driveway"** will be made on a per ton (TON) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 39 of the Standard Specifications and as amended and/or supplemented by these contract documents. Payment shall also include performing all work involved and required to prepare sub-grade, place and remove forms and finish concrete pavement driveways outside of the public right-of-way to provide a smooth drivable transition between the existing driveway and the new driveway approach in accordance with the plans and specifications. Plans show approximate construction limits only. Exact limits shall be verified in the field with the Engineer prior to construction to ensure proper parkway joins with existing facilities and drivability. Contractor shall not be compensated for additional AC driveway without approval by the Engineer.
26. Payment for **"Replace Pavement Section in kind, 0.25' AC over 0.5' AB min."** will be made on a per square foot (SF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Sections 25 and 39 of the Standard Specifications and as amended and/or supplemented by these contract documents. This bid item includes, but not limited to, pavement sections in front of driveways, curb and gutter, cross gutters, and curb ramps.
27. Payment for **"Grade Dirt Driveway"** will be made on a per square foot (SF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 19 of the Standard Specifications and as amended and/or supplemented by these contract documents. Payment shall also include performing all work involved and required to prepare sub-grade, grade dirt driveway outside of the public right-of-way to provide a smooth drivable transition between the existing driveway and the new driveway approach in accordance with the plans and specifications.
28. Payment for **"Furnish and Install Chain Link Fence per Caltrans Std. Plan A85"** will be made on a per linear foot (LF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 80 of the Standard Specifications and as amended and/or supplemented by these contract documents. New fence shall match old fence in every way possible, including but not limited to, height, color, finish, chain link mesh opening size, post spacing and ornamental treatment.
29. Payment for **"Adjust Gas Valve Meter Box, Frame and Cover to Grade"** will be made on a per each (EA) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 15 of the Standard Specifications and as amended and/or supplemented by these contract documents.
30. Payment for **"Adjust Water Valve Box, Frame and Cover to Grade"** will be made on a per each (EA) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as

described per Section 15 of the Standard Specifications and as amended and/or supplemented by these contract documents.

31. Payment for **"Adjust Water Meter to Grade per Riverside Community Services District (RCSD) Design Standards"** will be made on a per each (EA) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 15 of the Standard Specifications and as amended and/or supplemented by these contract documents. Payment for "Adjust Water Meter to grade" shall include all coordination between Contractor and RCSD. Any water meter frames or covers damaged by the Contractor during construction and labeled to be "protect in place" shall be replaced at the Contractor's expense.
32. Payment for **"Adjust Fire Hydrant to Grade"** will be made on a per each (EA) unit basis, as specified in the Bidder's Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to adjust existing fire hydrant to grade in accordance with the plans and specifications, and as specified by Western Municipal Water District. Payment for "Adjust Fire Hydrant to grade" shall include all coordination and permit fees between Contractor and the water district.
33. Payment for **"Adjust Traffic Signal Pull Box to Grade"** will be made on a per each (EA) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 15 of the Standard Specifications and as amended and/or supplemented by these contract documents.
34. Payment for **"Relocate Roadside Sign"** will be made on a per each (EA) unit basis as specified in the Bidder's Proposal, with shall include all costs for furnishing all labor, material, tools, equipment, and incidentals, and performing all work involved and required to relocate roadway sign to grade in accordance with the plans.
35. Payment for **"Relocate Backflow Prevention Valve"** will be made on a per each (EA) unit basis, as specified in the Bidder's Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to relocate existing backflow prevention valve at Arbuckle Road to a location specified by property owner and in accordance with the plans and specifications. Payment for Relocate Backflow Prevention Valve shall include all coordination and permit fees between Contractor and water district, if applies.
36. Payment for **"Furnish and Install Appurtenances necessary for Streetlights (including conduits, service meter, hand holes, trenches) per SCE approved Electrical Plan"** will be made on a lump sum (LS) basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 86 of the Standard Specifications and as amended and/or supplemented by these contract documents. Any reference in section 86 to "State-owned" shall be replaced with "Agency-owned." Payment to "furnish and install streetlight appurtenances" shall include all work and coordination involved and required to place conduits, install service meters, construct hand holes, trenching for conduits to desired depth and backfill to provide for properly operating streetlights per Southern California Edison (SCE) standards. **Preliminary SCE approved streetlight conduit plans have been included in Appendix C for bidding purposes only. Final SCE plans for construction will be provided to the successful bidder.**

37. Payment for "**Apply 1 coat of Type II Slurry Seal over Roadway**" will be made on a per square foot (SF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 37 of the Standard Specifications and as amended and/or supplemented by these contract documents. Full compensation for grinding all existing striping and legends and removal of all RPMs shall be included in the unit price and no additional compensation will be allowed.

Limits of Slurry Seal:

Rubidoux Boulevard - From the cross walk line at approximately station 10+05 at the intersection of Mission and Rubidoux Boulevard to approximately station 39+24 prior to the intersection of eastbound 60 Freeway off ramp and Rubidoux Boulevard.

Cross Streets - To 5-ft beyond Sawcut line or ECR, whichever is greater.

38. Payment for "**Signing and Striping**" will be made on a lump sum (LS) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Sections 56-2, 84-1, 84-2 and 85 of the Standard Specifications and as amended and/or supplemented by these contract documents. All permanent striping done on top of new slurry seal surface shall be thermoplastic. The lump sum unit price for signing and striping shall include installation, reconnection, and testing of any traffic detection loops that may need to be replaced within the project limits.
39. Payment for "**Construct longitudinal gutter per SPPWC Std Plan 122-1**" will be made on a per linear foot (LF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 73 of the Standard Specifications and as amended and/or supplemented by these contract documents.

DISCLAIMER:

Quantities shown in the Bid Schedule are not final pay quantities unless specifically indicated. Actual quantities may deviate from those listed in the Bid Schedule due to field conditions or construction methods. Payment to the Contractor will be made based upon the actual quantities of Contract Items constructed and measured in accordance with the Standard Specifications and Special Provisions.

HOUSING AND URBAN DEVELOPMENT SECTION 3 CLAUSE:

- A. The work to be performed under this Contract is subject to the requirements of Section 2 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; shall set forth minimum number and job titles subject to hire; availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected, but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 Covered Indian Housing Assistance, Section 7 (b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7 (b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts

and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises.

Parties to this Contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

CONTRACT COMPLETION SCHEDULE

A. Contract Completion Schedule

Contractor will be advised of award, if made, immediately following Owner's regular scheduled Board meeting (telephone conversation with letter confirmation). Contract Work shall be complete within **forty-five (45) working days** from the date specified in the Notice to Proceed.

B. Liquidated Damages


Contractor is advised that "Liquidated Damages" of **\$1,000 per working day** will be assessed for each calendar day that the Work remains incomplete following the contract completion, as adjusted for due cause by change order.

CERTIFICATION OF BIDDER'S WORK SITE INSPECTION

I certify that I have visited and inspected the work site on the following dates:

Site: Frank Uribe Date Visited: 2-26-10

Bidder's Authorized Representative


Signature
Joe U Cardenas
Name (Print)
President
Title (Print)

STATEMENT ON BONDS AND INSURANCE

A. Names and addresses of all members of partnership or names and titles of all corporate officers:

Joe u. Cardenas - President and all acting
officers.
19314 Avenida Del Sol
Walnut CA 91789

B. The Bidder declares that the surety or sureties named below have agreed to furnish bonds in the aggregate amounts set forth in the Instructions to Bidders, in the event the Contract is awarded on the basis of this proposal.

Name(s) and address(es) of surety or sureties agreeing to furnish bond

Please See attached

C. The Bidder declares that the insurers named below have reviewed the insurance requirements set forth in the Contract Appendix (Section 8. Insurance) and have agreed to furnish all insurance specified.

Name(s) and address (es) of insurers agreeing to insurance coverage

Please See attached



KORMX, INC.

GENERAL ENGINEERING CONTRACTOR

19314 AVENIDA DEL SOL, WALNUT 91789

PHONE:(909)595-6104 FAX:(909)595-9086

Kormx, Inc. Bonding and Insurance Companies

Preferred Bonding

1800 McCollum Street

Los Angeles, CA 90026

Phone: 323-663-7814

Fax: 323-663-7834

Shaw, Moses, Mendenhall & Associates

Insurance Agencies

625 Fair Oaks Avenue, Suite 158

South Pasadena, CA 91030

Phone: 626-799-7813

Fax: 626-799-8784

Contact: Ron M. Hoonhout

NON-COLLUSION AFFIDAVIT

The Bidder's authorized representative JOE U CARDENAS, being first duly sworn, deposes and states that he/she is President (Title) of KORMX INC (Bidder), the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or a sham; that 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 that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit or cost element of the bid price, or that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Bidder has not directly or indirectly submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or any member or agent thereof to effectuate a collusive or sham bid.

BIDDER

Name: KORMX, Inc.

By: Joe U Cardenas
(Authorized Representative, Written Signature)

Joe U Cardenas
(Authorized Representative, Typed or Printed Name)

Corporation organized
under the laws of the
State of: CA

Title: Pres
[Individual, Partner, Corporate Officer (Title)]

NOTARY

STATE OF

California

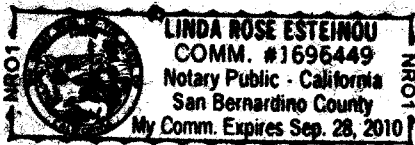
COUNTY OF

Los Angeles

On March 2, 2010, before me, Linda Rose Esteiron, Notary Public
Personally appeared Joe U. Cardenas ☐ personally known
to me or ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to me 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.

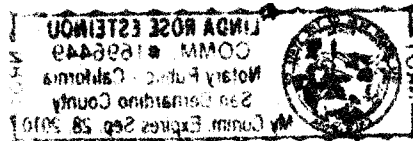
Witness my hand and official seal.

(Notary Seal)



Linda Rose Esteiron
Signature of Notary

NOTE: If notary elects to attach an acknowledgment form, Notary shall use the Notary Acknowledgment form attached at the end of this section (Bidding Documents), or, alternately, Notary may use a California All-Purpose Acknowledgement form, provided Notary completes the entire form, both the required and optional portions.



BID BOND

Bond No. 20-SBA-300290

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Kormx, Inc.,
as Principal and American Safety Casualty Insurance Company, as Surety, are hereby held and firmly bound
unto the COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY, hereinafter called the
"Owner", in the sum of * _____ dollars (\$ 10%) for the payment of
which sum, well and truly to be made, were hereby jointly and severally bind ourselves, our heirs,
executors, administrators, successors and assigns.

*Ten Percent of the Total Amount of the Bid in
WHEREAS, the said Principal is herewith submitting its proposal for the construction of

**STREET IMPROVEMENTS FOR
STREET IMPROVEMENTS FOR RUBIDOUX BOULEVARD - PHASE II
(Between Mission Blvd. and State Route 60) PROJECT**

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the aforesaid Principal shall be
awarded the contract upon said proposal and shall, within the required number of days after the notice of
such award, execute a written memorial of the awarded contract and submit the required labor and
material and faithful performance bond, then this obligation shall be null and void; and in the event that
the principal fails and/or refuses to execute and deliver said documents this bond will be charged with the
costs of the damages experienced by the Owner as a result of such refusal, including, but not limited to,
publication cost, the difference in money between the amount of the bid of the said principal and the
amount for which the obligee may legally contract with another party to perform the said work if such
amount be in excess of the former; building lease or rental costs, transportation costs, and additional
salary costs that result from the delay due to the principal's default on the awarded contract. In no event,
however, shall the Surety's liability exceed the penal sum hereof.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its
bond shall be in no way impaired or affected by any extension of the time within which the Owner may
accept such bid; and said Surety does hereby waive notice of any such extension.

**STREET IMPROVEMENTS FOR
RUBIDOUX BLVD - PHASE II (Between Mission Blvd. and State Route 60)**

BD-32

IN WITNESS WHEREOF, the undersigned parties have executed this instrument under their several seals this 1st day of February, 2010, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by the undersigned representative, pursuant to authority of its governing body.

(Corporate seal of Principal, if
(Corporation))

Kormx, Inc.
(Proper name of bidder)

By: [Signature]
Signature of Bidder

Joe Cardenas - President
Print or type Bidder's Name

19314 Avenida DeL Sol
Print or type Bidder's Address
Walnut CA 91789

(Corporate Seal of Surety)

(Attach Attorney-in-Fact Certificate
And Required Acknowledgements)

American Safety Casualty Insurance Company

Surety

By: [Signature]
Attorney in Fact, Pietro Micciche

Preferred Bonding & Insurance Services
Name and Address of California Agent of
Surety

1800 McCollum St, Los Angeles CA 90026

(323) 663-7814
Telephone Number of California Agent

NOTE: Notary Acknowledgement for Surety and Surety's Power of Attorney must be included or attached.

STREET IMPROVEMENTS FOR
RUBIDOUX BLVD - PHASE II (Between Mission Blvd. and State Route 60)
BD-33

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On March 1, 2010 before me, M. S. Rodriguez, Notary Public

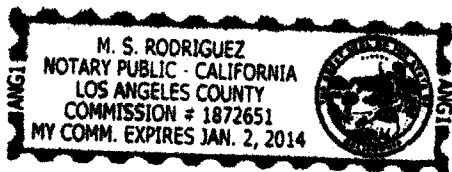
Date

Here Insert Name and Title of the Officer

personally appeared PIETRO MICCICHE

Name(s) of Signer(s)

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



Place Notary Seal Above

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

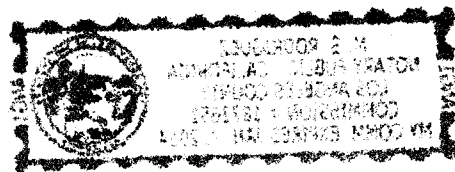
RIGHT THUMBPRINT
OF SIGNER
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Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here





NUMBER

20-SBA-300290

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that American Safety Casualty Insurance Company has made, constituted and appointed, and by these presents does make, constitute and appoints

Pietro Micciche

its true and lawful attorney-in-fact, for it and its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertaking and contracts of suretyship to be given to

ALL OBLIGEEES,

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

****ONE MILLION DOLLARS (\$1,000,000.00)****

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the Eighth day of September, 2003:

RESOLVED, that the 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 persons.

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

(i) when signed by the President or any Vice-President and attested and sealed (if a seal be required) by any Secretary or Assistant Secretary or (ii) when signed by the President or any Vice-President or 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 attorney-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 thereof 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 effects as though manually affixed.

IN WITNESS WHEREOF, American Safety Casualty Insurance Company has caused its official seal to be hereunto affixed, and these presents to be signed by its President and attested by its Secretary this Eighth day of September, 2003.

Attest:


Randolph L. Hutto, Secretary




Stephen R. Crim, President

STATE OF GEORGIA

COUNTY OF COBB } ss.

On this Eighth day of September, 2003, before me personally came Stephen R. Crim, to me known, who, being by me duly sworn, did depose and say that he is the President of American Safety Casualty Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

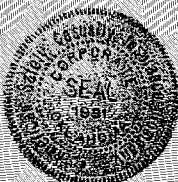



Ruth A. Bankston, Notary Public

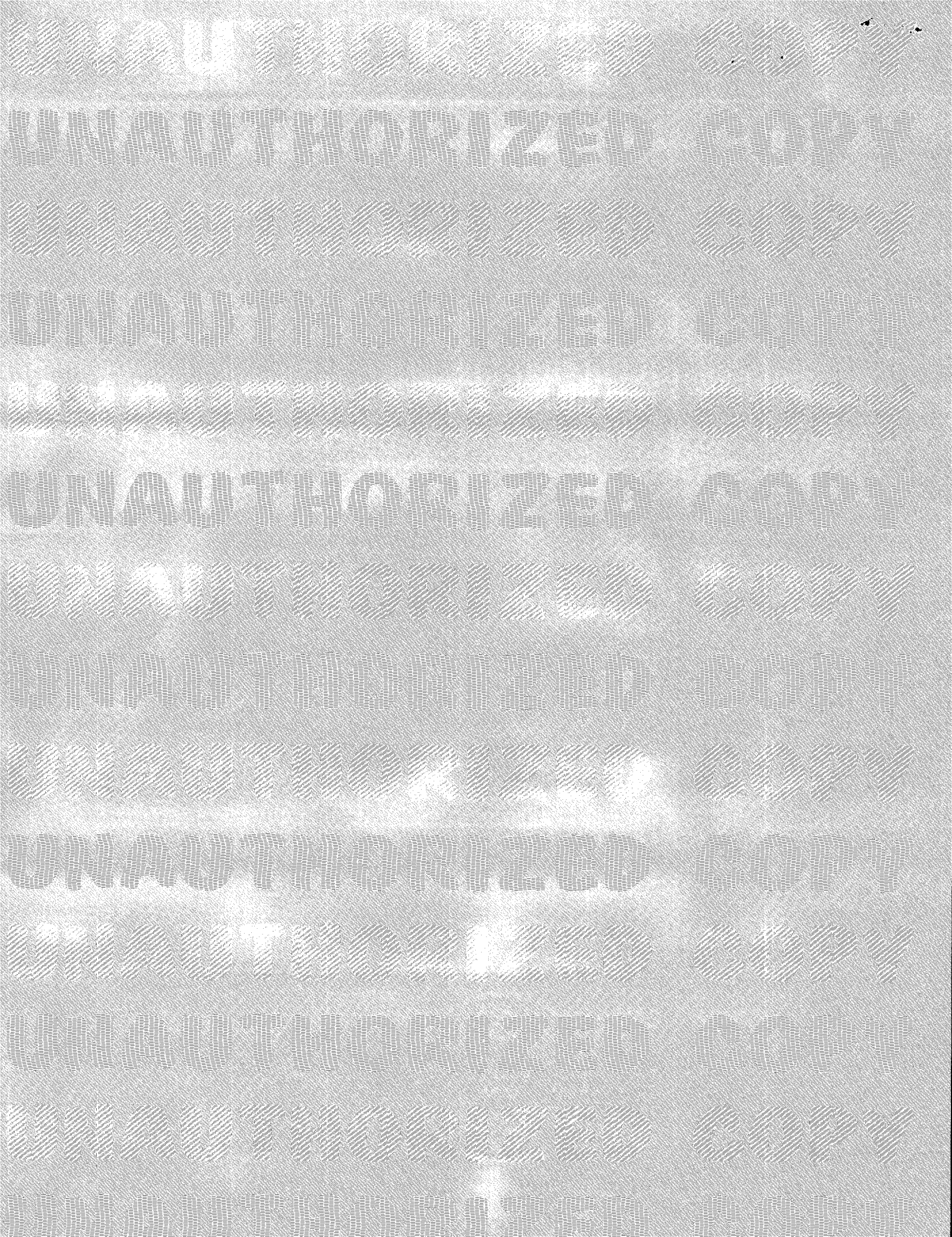
I, the undersigned, Secretary of American Safety Casualty Insurance Company, an Oklahoma corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and Sealed at the City of Atlanta, in the State of Georgia.

Dated the 1st day of March, 2010




Randolph L. Hutto, Secretary



COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY

RIVERSIDE, CALIFORNIA

**BIDDING DOCUMENTS
FOR**

**ROADWAY IMPROVEMENTS
FOR**

RUBIDOUX BOULEVARD - PHASE II (Between Mission Blvd. and State Route 60)

INSTRUCTIONS TO BIDDER

- A. **Responsible Bidders:** Bidders are advised that in selecting a Contractor, Owner reserves the right to consider the financial responsibility and general competency of each Bidder, his/her trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the public works contract. Owner expects each Bidder to fully and truthfully disclose all information required of the Bidder by the Bidding Documents. Each Bidder must be properly licensed and must sign and submit with his Proposal the Bidder's Statement of Experience, Bidding Sheets, and Certified Data Sheet. Please note that similar information is required for any proposed subcontractor and shall be listed in said Bidder's Statement of Experience.
- B. **Form of the Proposal:** The proposal must be made on the attached Contractor's Proposal form, which must be filled out completely, dated and signed by the bidder or duly authorized agent in accordance with the directions on the Proposal form.
- Each proposal shall include a complete list of the subcontractors proposed for every portion of the work, in accordance with Public Contract Code Sections 4100 - 4114, inclusive.
- C. **Submission of the Proposal:** Signed copies of each Proposal shall be sealed in an opaque envelope. The envelope shall bear the bidders name and shall be marked:

**PROPOSAL FOR THE CONSTRUCTION OF
ROADWAY IMPROVEMENTS**

FOR RUBIDOUX BOULEVARD - PHASE II (Between Mission Blvd. and State Route 60)

Proposals shall be submitted at the place designated in the Notice Inviting Bids at, or before, the time specified in said Notice. Before that time a proposal may be withdrawn, but only in person by the bidder or someone authorized by the Contractor in writing, and not by telephone or telegram.

- D. **Interpretation of the Documents:** Discrepancies in and omissions from the plans, specifications or other contract documents, or questions as to their meaning shall, at once, be brought to the attention of the Agency's Representative. Any interpretation of the documents will be made only by addenda duly issued and a copy of such addenda will be faxed, mailed, or delivered to each person or firm receiving a set of such documents. The Owner will not be responsible for any other explanations or interpretations. Should anything in the scope of the work or any of the sections of the specifications be of such nature as to be apt to cause disputes between the various trades involved, such information shall be promptly called to the attention of the Agency's Representative.

**STREET IMPROVEMENTS FOR
RUBIDOUX BLVD - PHASE II (Between Mission Blvd. and State Route 60)**

- E. **Completion Of Bid Proposal And Supporting Documents:** Each Bidder shall complete the attached Contractor's Proposal and supporting documents including any addenda or bulletins issued before receipt of bids and public opening of same together with the following:
1. Statement of Experience (not required for materials only proposal)
 2. Bid Schedule
 3. Contract Completion Schedule
 4. Statement on Bonds and Insurance
 5. Non-Collusion Affidavit
 6. Bid Proposal Guarantee or Bid Bond

Each blank on each page shall be completed in ink and shall be printed by hand. The completed forms shall be without interlineations, alterations, or erasures; however, Bidder may correct errors by striking or lining out mistakes and entering and initialing corrections immediately thereabove.

Owner may, at its sole discretion, reject any bid to which the Bidder has added conditions, limitations, provisions, or any interlineations or alterations. Owner may also, at its discretion, reject any bid for which the Bidder has failed to supply all requested information or has misrepresented any such information or by matter whatever. Pursuant to Business and Professions Code Section 7028.15, any bid submitted by a Contractor not licensed in accordance with this chapter and pursuant to the requirements found in these bid documents shall be considered by the Owner to be non-responsive and shall be rejected by the Owner.

Owner will not consider alternative proposals unless they are called for by these instructions or the supplemental instructions appearing in the Bidding Documents themselves. Owner will not consider any proposal which does not include bids on all scheduled items set forth in the Bidding Sheet for the minimum bid specified.

- F. **Addenda To The Documents:** The Owner reserves the right to issue such addenda to the documents as it may desire at any time prior to the time fixed for receiving proposals. A copy of all such addenda will be promptly mailed or delivered to each bidder. The number and date of each addendum shall be listed on the Contractors Proposal in the space provided.
- G. **Owners Reservation Of Rights:** The Owner reserves the right to reject any or all proposals and to waive any informalities in a bid or in the bidding. No bidder may withdraw his bid for a period of sixty (60) days after the time set or the opening thereof.
- H. **Bidder's Check Or Bond:** Each proposal must be accompanied by a certified or cashiers check, or by a bid bond on the form supplied by the Owner, drawn in favor of the Owner in an amount not less than ten percent (10%) of the total proposal. This check or bond shall be given as a guarantee that the bidder, if awarded the contract, will execute and deliver the contract documents and the required Payment & Performance bonds in accordance with his proposal accepted by the Owner. In default of execution of the contract upon award and/or delivery of said Payment and Performance Bonds, such proposal bond or check shall be held subject to payment to the Owner of the difference in money between the amount of the bidders proposal and the amount for which the Owner may legally contract with another party to perform the said work together with the costs to the Owner of redrafting, redrawing and publishing documents and papers necessary to obtain new bids on the said work. The check or bond shall, in addition, be held subject to all other damages suffered by the Owner, as set forth in the contract documents. Said check or bond will be returned upon the close of the period mentioned in Paragraph G above, and to the successful bidder upon execution of the contract documents.

NO BONDS WILL BE ACCEPTED UNLESS SUBMITTED ON FORM SUPPLIED BY OWNER.

- I. **Bond(s) And Certificates Required Of Successful Bidder:** Before commencing any Work under this Contract, the successful Bidder shall file four of each bond with the Owner. These bonds shall be in the amounts and for the purposes specified below. They shall be surety bonds issued by:
- a. Either a California Admitted Surety OR a current Treasury Listed Surety (Federal Register). And
 - b. Either a current A.M. Best A VIII rated Surety OR an Admitted Surety Insurer which complies with the provisions of the Code of Civil Procedure, § 995.660.

Should any surety or sureties upon said bonds or any of them become insufficient, successful Bidder shall renew said bond or bonds with good and sufficient sureties within ten (10) calendar days after receiving notice from the Agency that the surety or sureties are insufficient. Cost of bonds shall be included in the bid price.

The successful Bidder shall provide a contract performance bond in an amount of not less than 100% of the total bid price, conditioned upon faithful performance by said Bidder of all requirements under the contract. In addition, the successful Bidder shall provide a payment bond in an amount of not less than 100% of the total bid price, conditioned upon payment in full of the claims of all persons performing labor upon or furnishing materials to be used in or furnishing appliances or power contributing to the Work to be performed under the contract.

- J. **Award of Contract:** All bid proposals shall be publicly opened and read at the time and place set forth in the Notice Inviting Bids herein. Bidders and their authorized representatives are invited to be present. The award, if made, will be made within 60 days of the opening. The Owner's policy is to award to the lowest responsible Bidder who can comply with the specified delivery and or completion schedules. However, the Owner reserves the right to reject any and all bids or to waive any irregularity. Notice of Award shall be made to a successful Bidder in writing and mailed to the address as set forth on the signature page of the Bidding Documents.
- K. **Additional Information:** The Owner reserves the right to require of a bidder information regarding financial responsibility or such other information as the Owner determines is necessary to ascertain whether a bid is in fact the lowest responsible bid submitted. All references to an Architect or Engineer shall be deemed to refer to the Owner where no Architect or Engineer has been employed by the Owner.
- L. **Execution of the Contract:** The Bidder to whom award is made shall execute a written contract with the Owner on the form of contract provided herein (which shall incorporate by reference the Proposal, addenda or bulletins issued before receipt of bids and public opening of same, Bidder's Statement of Experience, Bidding Sheet, Certified Data Sheet, Special Requirements, Basic Specifications, and Construction and Standard Drawings), together with the Labor Code Certification (not required for materials only proposal) therein, and furnish good and approved bond(s) and Certificates of Insurance as required in the preceding Section I, in the time frame set forth in the following section M.

No proposal shall be considered binding upon the Owner until the Contract has been executed. Failure or refusal by the successful Bidder to so enter into a contract, as herein provided, or to conform to any of the stipulated requirements in connection therewith, shall be just cause for the annulment of the award and the retention by the Owner of the proposal guarantee. If the successful Bidder refuses or fails to execute the contract, the Owner may award the contract to the Bidder whose proposal is next most acceptable to said Owner; and such Bidder shall fulfill every stipulation embraced herein as if he were the party to whom the first award was made.

A corporation to which an award is made will be required, before the contract is finally executed, to furnish evidence of its corporate existence and of the authority of the officer signing the contract and bond for the corporation to so sign.

- M. **Prompt Action By Contractor:** After the award of the Contract by the Owner, and within ten (10) working days after the Agreement Forms are presented to the Contractor for signing, he shall return to the Owner the signed Agreements, along with all necessary Bonds and Certificates of Insurance.
- N. **Caution to Bidders:** Prospective bidders are cautioned not to merely examine the plans and specifications in making their bid, since requirements are imposed upon the Contractor by various other portions of the Contract Documents.
- O. **Bidder's Qualifications:** To be considered, a potential bidder must have a Contractor's License, as required under provisions of Public Contracts Code Section 3300, and the California Business and Professions Code, for work covered in its proposal when a bid is submitted. This includes a joint venture formed to submit a bid.
- P. **Time of Completion:** Time of completion of project is **Forty-five (45)** working days from the date specified in the NOTICE TO PROCEED issued by the Owner.
- Q. **Quantities:** The amount of work to be done or materials to be furnished under the Contract as shown in the Contractor's Proposal are but estimates and are not to be taken as an expressed or an implied statement that the actual amount of work or materials will correspond to the estimate.
County reserves the right to increase or decrease or to entirely eliminate certain items from the work or materials to be furnished if such action is found to be desirable or expedient. Contractor is cautioned against the unbalancing of his bid by prorating his overhead only into one or two items when there are a number of items listed in the schedule.
- R. **Bids:** Bids are required for the entire work, including all alternate bid schedules, if applicable, unless otherwise explicitly allowed in the bid documents. The amount of the bid for comparison purposes will be the total of all items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item.

The bidder shall set forth for each item of work in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous,

unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

- a. As to lump sum items, the amount set forth in the "Total" column shall be the item price.
- b. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

S. **Withheld Contract Funds:** Bidder is advised that Contractor, at his request and expense and in accordance with Section 22300 of the California Public Contract Code, will be permitted to substitute securities equivalent to monies withheld by Owner to insure performance under the Contract. Alternatively, the Contractor may request to have earned retentions paid directly to the escrow agent in accordance with Public Contract Code Section 22300.

CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF
COUNTY OF RIVERSIDE
ECONOMIC DEVELOPMENT AGENCY

Date

Bidder

The undersigned, having carefully examined the proposed site and the Plans and Specifications, the Notice Inviting Bids, the Instructions to Bidders, the Agreement Form, the Bond Forms, the General Conditions and the Supplementary General Conditions for the **STREET IMPROVEMENTS FOR RUBIDOUX BOULEVARD - PHASE II (Between Mission Blvd. and State Route 60) PROJECT**, hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the construction in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Addendum No. 1 Date 2-19-10
Addendum No. _____ Date _____
Addendum No. _____ Date _____

for the total sum, including all applicable taxes, permits and licenses as follows:

Bids must be submitted on all items. Failure to bid on all items may result in the bid being rejected as non-responsive.

DESIGNATION OF SUBCONTRACTORS

In compliance with the Public Contract Code, Sections 4104-4144, the undersigned submits the following complete list of each subcontractor who will perform work or labor or render services in or about the construction in an amount in excess of 1/2 of 1% of said total bid.

PORTION OF THE WORK	SUBCONTRACTOR	ADDRESS
ELECTRICAL	McKenzie Electric	7933 Palm Ave Highland Ca
Slurry	Mission Paving	2213 Rosemead Blvd S. El Monte Ca
CHAIN LINK	ACE FENCE	15135 Salt Lake Ave Industry
Concrete	C.L. Concrete	1035 W Gladstone Ave Azusa Ca
striping	CAL STRIPE	375 S. G St San Bernardino Ca

**STREET IMPROVEMENTS FOR
RUBIDOUX BLVD - PHASE II (Between Mission Blvd. and State Route 60)**

BD-7

AWARD OF CONTRACT

The undersigned fully understands that a Contract is formed upon the acceptance of this proposal by the Owner, and the undersigned further agrees that upon request he will promptly execute and deliver to Owner a written memorial of the Contract together with the required labor and material and performance bonds.

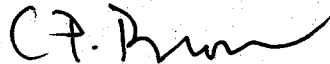
BID GUARANTEE

The enclosed certified or cashier's check or bidder's bond on approved form, made payable to the Owner, in the amount of ten percent (10%) of the total bid submitted herewith, is hereby given as guarantee that the bidder will execute and deliver the above mentioned written memorial and required bonds if awarded the contract, and in the event that the undersigned fails or refuses to execute and deliver said documents, such check or bond is to be charged with the costs of the damages experienced by the Owner as a result of such failure or refusal, including, but not limited to publication costs, the difference in money between the amount of the bid of the said principal and the amount for which obligee may legally contract with another party to perform the said work if such amount be in excess of the former, building lease or rental costs, transportation costs and additional salary costs that result from the delay due to the principal's default on the awarded contract. In no event, however, shall the Surety's liability exceed the penal sum hereof.

Name of Bidder **PALP INC.DBA
EXCEL PAVING COMPANY**

Type of Organization **CORPORATION**

Signed By



Title of Signer **C.P. BROWN, PRESIDENT**

Address of Bidder **2230 LEMON AVENUE
LONG BEACH, CA 90806**

Telephone Number **(562) 599-5841**

Contractor's License **STATE LIC. 688659-A** Classification

If bidder is a corporation, and signer is not President or Secretary, attach certified copy of Bylaws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach Power of Attorney. If bidder is not an individual, list names of other persons authorized to bind the organization.

CORPORATION

**PALP INC.DBA
EXCEL PAVING COMPANY**

CURTIS P. BROWN, PRESIDENT & CHIEF OPERATING OFFICER
MARCIA S. MILLER, SECRETARY & CHIEF FINANCIAL OFFICER
GEORGE R. McRAE, SENIOR VICE PRESIDENT
CURTIS P. BROWN III, VICE PRESIDENT
MICHELE E. DRAKULICH, ASSISTANT SECRETARY

**STREET IMPROVEMENTS FOR
RUBIDOUX BLVD - PHASE II (Between Mission Blvd. and State Route 60)
BD-8**

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On MAR - 3 2010 before me, C. Phillips, Notary Public
(Here insert name and title of the officer)

personally appeared PALP DBA EXCEL PAVING CO. BY C.P. BROWN, PRESIDENT

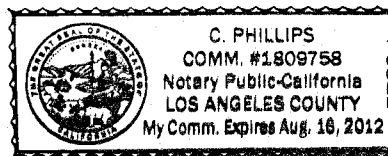
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/~~she~~ they executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the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

C Phillips
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

DESCRIPTION OF THE ATTACHED DOCUMENT

BIDDER'S BOND SIGNATURE PAGE
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
☐ Corporate Officer

(Title)

- ☐ Partner (s)
☐ Attorney-in-Fact
☐ Other _____

STATEMENT OF EXPERIENCE

A. Bidder

Each Bidder (Contractor) shall list, in addition to name and address, the type of work in which it is qualified, and its years of experience in that type of work.

Name: PALP, INC. DBA EXCEL PAVING COMPANY
2230 LEMON AVENUE
Address: LONG BEACH, CA 90806

Type of Work: General Contractor

Years of Experience: 30+

If Bidder (Contractor) has less than 5 years experience, Bidder (Contractor) shall complete Section E, listing the work experience for principals and key personnel.

B. Subcontractors

Each Bidder (Contractor) shall list the name and address of each subbidder (subcontractor) who will perform work in excess of one-half of one percent of the total bid. State the subbidders and the work to be performed by each. Only one subbidder shall be listed for each specific portion of the Work. If subbidder (subcontractor) has less than 5 years experience, subbidder shall complete Section F listing the work experience for principals and key personnel.

1) Name: MAKENIE Electric

Address: 7933 Palm Ave Highland Ca

Contractor License No.: 664395

Class: _____

Type of Work: ELECTRICAL

Years of Experience: 10+

2) Name: MISSION PAVING

Address: 2213 ROSEMEAD BLVD Highland Ca

Contractor License No.: 624257

Class: _____

Type of Work: Slurry Seal

Years of Experience: 30+

Statement of Experience (Continued)

3) Name: ACE FENCE

Address: 15135 SALT LAKE AVE

Contractor License No.: 01674

Class: _____

Type of Work: Chain Link

Years of Experience: 15+

4) Name: C.L. Concrete

Address: 1035 W Gladstone Ave CA

Contractor License No.: 488722

Class: 2 CPD

Type of Work: Concrete

Years of Experience: 20+

CAL STRIPE
375 S. G. St San Bernardino
CA
#685387
Stamping
5+

C. Bidder Projects (use reverse side if necessary)

SEE ATTACHED

Each Bidder (Contractor) shall furnish work record for Bidder (Contractor), listing at least four similar projects that the Bidder has completed within the past three (3) years. Responses shall be full and explicit.

1) Contractor: ~~CAL STRIPE~~ CPD

Contract Amount: _____

Date _____

Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): _____

Statement of Experience (Continued)

2) Contractor: _____

SEE ATTACHED

Contract Amount: _____

Date Completed: _____

Type of
Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): _____

3) Contractor: _____

Contract Amount: _____

Date Completed: _____

Type of
Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): _____

4) Contractor: _____

Contract Amount: _____

Date Completed: _____

Type of
Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): _____

Statement of Experience (Continued)

5) Contractor: _____

Contract Amount: _____

Date Completed: _____

Type of
Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): _____

6) Contractor: _____

Contract Amount: _____

Date Completed: _____

Type of
Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): _____

D. Subbidder Projects (use reverse side if necessary)

Bidder (Contractor) shall furnish work record for subbidder (subcontractor) listing at least two similar projects each that the subbidders have completed within the past three (3) years. Responses shall be full and explicit.

1) Subcontractor: _____

SEE ATTACHED

Contract Amount: _____

Date Completed: _____

Type of
Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

Statement of Experience (Continued)

Person in Charge of Project (Name & Phone): _____

2) Subcontractor: _____

Contract Amount: _____

Date Completed: _____

Type of
Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): _____

3) Subcontractor: _____

Contract Amount: _____

Date Completed: _____

Type of
Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): _____

4) Subcontractor: _____

Contract Amount: _____

Date Completed: _____

Type of
Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): _____

Statement of Experience (Continued)

5) Subcontractor: _____

Contract Amount: _____

Date Completed: _____

Type of
Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): _____

6) Subcontractor: _____

Contract Amount: _____

Date Completed: _____

Type of
Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): _____

E. Bidder's Principals and Key Personnel (use reverse side if necessary)

If Bidder (Contractor) has less than 5 years experience in the type of work specified, it shall list the work experience for principals and key personnel to demonstrate that Bidder (Contractor) has sufficient work experience to warrant consideration for award.

1) Name: _____

SEE ATTACHED

Address: _____

Type of Work: _____

Years of Experience: _____

Capacity (Title): _____

2) Name: _____

Statement of Experience (Continued)

Address: _____

Type of Work: _____

Years of Experience: _____

Capacity (Title): _____

F. Subbidder's Principals and Key Personnel (use reverse side if necessary)

SEE ATTACHED

If any subbidder (subcontractor) has less than 5 years experience in the type of work indicated, it shall list the work experience for principals and key personnel to demonstrate that subbidder (subcontractor) has sufficient work experience to warrant consideration for award.

1) Name: _____

Address: _____

Type of Work: _____

Years of Experience: _____

Capacity (Title): _____

2) Name: _____

Address: _____

Type of Work: _____

Years of Experience: _____

Capacity (Title): _____

3) Name: _____

Address: _____

Type of Work: _____

Years of Experience: _____

Capacity (Title): _____

4) Name: _____

Address: _____

Statement of Experience (Continued)

Type of Work: _____

Years of Experience: _____

Capacity (Title): _____

5) Name: _____

Address: _____

Type of Work: _____

Years of Experience: _____

Capacity (Title): _____

G. Has Bidder been involved in litigation with any owner of any project within the last 10 years? No If so, please describe the project and the nature and results of any litigation including any lawsuits settled prior to trial.

H. Have any subbidders been involved in litigation with any owner of any project within the last 10 years? No . If so, please describe the project and the nature and results of any litigation including any lawsuits settled prior to trial.

I. Bidder is advised that it may be required to submit a signed financial statement, financial data, or other information and references sufficiently comprehensive to permit an appraisal of its current financial condition prior to award of contract. Said statement, data, or information may be considered in selecting the successful Bidder.

Bid Schedule

The undersigned hereby proposes to furnish all labor, materials, equipment and methods necessary for constructing all Work specified, all in strict accordance with these Contract Documents, at the bid prices and the Completion Date set forth hereafter. Quantities are estimates and must be verified by the contractor. If there is a **discrepancy** between the plans and the bid schedule, **the plans prevail**. The undersigned also acknowledges that all bid prices include sales tax and all other applicable taxes and fees.

BID SCHEDULE STREET IMPROVEMENTS FOR RUBIDOUX BLVD - PHASE II (Between Mission Blvd. and State Route 60)

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in Figures) Dollars/Cents
1	Mobilization	LS	1	17000-	17000-
2	Storm Water Pollution Prevention Plan & NOI	LS	1	5500-	5500-
3	Traffic Control	LS	1	5400-	5400-
4	Clearing and Grubbing	LS	1	9000-	9000-
5	Remove AC Pavement and Base	SF	9,100	1. ²⁰	10920-
6	Remove AC Driveway	SF	2,200	1. ¹⁰	2420-
7	Remove Concrete (Curb and Gutter)	LF	786	6. ¹⁵	4833. ⁹⁰
8	Remove Concrete Sidewalk	SF	1,293	1. ¹⁵	1406. ⁹⁵
9	Remove Concrete Slab	SF	90	1. ⁹⁵	175. ⁵⁰
10	Remove Concrete Driveway	SF	3,800	1. ⁶⁵	6270-
11	Remove Cross Gutter	SF	2,820	2. ¹⁵	6063-
12	Remove Chain Link Fence	LF	50	14-	700-

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in Figures) Dollars/Cents
13	Remove and Relocate Mail Box	EA	25	180-	4500-
14	Remove and Salvage Bus Bench	EA	1	655.-	655.-
15	Remove Abandoned Service Cabinet	EA	1	1600-	1600-
16	Remove, Salvage, and Reuse Portions of Wrought Iron Fence	LF	51	97.25	4959.75
17	Construct Type A-6 Curb per County of Riverside Std. Plan No. 200	LF	194	21.-	4074-
18	Construct Type D Curb per County of Riverside Std. Plan No. 204	LF	50	21.-	1050.-
19	Construct Concrete Cross-Gutter per County of Riverside Std. Plan No. 209 and as shown on plans	SF	3,670	7.50	27525-
20	Construct Curb Ramp, Case A, per County of Riverside Std. Plan No. 403	EA	2	2350.-	4700-
21	Construct PCC Sidewalk per County of Riverside Std. Plan No. 401	SF	12,100	4.25	51425.-
22	Construct Driveway Approach per County of Riverside Std. Plan No. 207	EA	25	500.-	12500-
23	Construct Driveway Approach per County of Riverside Std. Plan No. 207A	EA	1	925.-	925-
24	Construct PCC Driveway Pavement, 0.5' thick	SF	1,200	5.65	6780-
25	Construct AC Driveway Pavement, 0.3' thick	TON	23	210	4830
26	Replace Pavement Section in kind, 0.25' AC over 0.5' AB min	SF	8,500	4.25	36125-
27	Grade Dirt Driveway	SF	514	0.83	426.62

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in Figures) Dollars/Cents
28	Furnish and Install Chain Link Fence with top rail, per Caltrans Std. Plan A85 (Height to match existing)	LF	50	44. ²⁵ ₁₀₀	2212. ¹⁵ ₁₀₀ #28
29	Adjust Gas Valve Meter Box Frame and Cover to Grade	EA	1	540-	540-
30	Adjust Water Valve Box Frame and Cover to Grade	EA	3	540-	1620.-
31	Adjust Water Meter to Grade per Riverside Community Services District (RCSD) Design Standards	EA	4	540.-	2160-
32	Adjust Fire Hydrant to Grade	EA	1	1200-	1200-
33	Adjust Traffic Signal Pull Box to Grade	EA	1	550.-	550.-
34	Relocate Roadside Sign	EA	7	105.-	735.-
35	Relocate Backflow Prevention Valve	EA	1	1200-	1200-
36	Furnish & Install appurtenances necessary for streetlights (including conduits, service meter, hand holes, trenches) per SCE approved electrical plan	LS	1	91350-	91350-
37	Apply 1 coat of Type II slurry seal over roadway	SF	189,000	0.16	30240-
38	Signing and Striping	LS	1	15800-	15800-
39	Construct modified longitudinal gutter per SPPWC Std Plan 122-1 and as shown on the plans.	LF	133	18. ⁶⁵ ₁₀₀	2400. ⁴⁵ ₁₀₀ #39

TOTAL SUM BID, ITEMS 1 THROUGH 39: THREE THOUSAND EIGHT HUNDRED
NINE HUNDRED THIRTY TWO DOLLARS ^{67/100} (\$ 381932.⁶⁷)
 Words
 Figures

total
 381,928.⁶⁸
 421

MEASUREMENT & PAYMENT FOR ITEMS

The following bid items are included in the Bid Proposal for providing a method of payment:

1. Payment for "**Mobilization**" will be made on a lump sum (LS) basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 11 of the Standard Specifications and as amended and/or supplemented by these contract documents.
2. Payment for "**Storm Water Pollution Prevention Plan & Notice of Intent**" will be made on a lump sum (LS) basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 7-1.01G of the Standard Specifications and as amended and/or supplemented by these contract documents.
3. Payment for "**Traffic Control**" will be made on a lump sum (LS) basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 12 of the Standard Specifications and as amended and/or supplemented by these contract documents.
4. Payment for "**Clearing and Grubbing**" will be made on a lump sum (LS) basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 16 of the Standard Specifications and as amended and/or supplemented by these contract documents. Clearing and grubbing shall also include planters and vegetated areas within the project limits.
5. Payment for "**Remove AC Pavement and Base**" will be made on a square foot (SF) basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 15 of the Standard Specifications and as amended and/or supplemented by these contract documents.
6. Payment for "**Remove A.C. Driveway**" will be made on a per square foot (SF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 15 of the Standard Specifications and as amended and/or supplemented by these contract documents. Plans show approximate removal limits only. Exact limits shall be verified in the field with the Engineer prior to removal to ensure proper parkway joins with existing facilities. Contractor shall not be compensated for additional a.c. removal without approval by the Engineer.
7. Payment for "**Remove Concrete (Curb and Gutter)**" will be made on a per linear foot (LF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 15 of the Standard Specifications and as amended and/or supplemented by these contract documents.
8. Payment for "**Remove Concrete Sidewalk**" will be made on a per square foot (SF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 15 of the Standard Specifications and as amended and/or supplemented by these contract documents.
9. Payment for "**Remove Concrete Slab**" will be made on a per square foot (SF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 15 of the Standard Specifications and as amended and/or supplemented by these contract documents. Concrete slab sections include areas that may not be reinforced or privately poured concrete areas.

10. Payment for **"Remove Concrete Driveway"** will be made on a per square foot (SF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 15 of the Standard Specifications and as amended and/or supplemented by these contract documents. Plans show approximate removal limits only. Exact limits shall be verified in the field with the Engineer prior to removal to ensure proper parkway joins with existing facilities. Contractor shall not be compensated for additional concrete removal without approval by the Engineer.
11. Payment for **"Remove Cross Gutter"** will be made on a per square foot (SF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 15 of the Standard Specifications and as amended and/or supplemented by these contract documents.
12. Payment for **"Remove Chain Link Fence"** will be made on a per linear foot (LF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 15 of the Standard Specifications and as amended and/or supplemented by these contract documents.
13. Payment for **"Remove and Replace Mail Box"** will be made on an each (EA) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 15 of the Standard Specifications and as amended and/or supplemented by these contract documents. Payment shall also include performing all the work involved and required to remove existing mail box, post or enclosure and footing, and replace with new mail receptacle, post and footing as directed by the Engineer.
14. Payment for **"Remove and Salvage Bus Bench"** will be made on an each (EA) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 15 of the Standard Specifications and as amended and/or supplemented by these contract documents. Payment for this item shall include all storage and transport fees related to temporary relocation and storage either off-site or on-site by the Contractor. The Contractor shall coordinate with Riverside Transit Agency for location of bus bench.
15. Payment for **"Remove Abandoned Service Cabinet"** will be made on an each (EA) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 15 of the Standard Specifications and as amended and/or supplemented by these contract documents. Service Cabinet shall become property of the Contractor and he shall be responsible for its proper and legal disposal.
16. Payment for **"Remove, Salvage, and Reuse Portions of Wrought Iron Fence"** will be made on a per linear foot (LF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 15 of the Standard Specifications and as amended and/or supplemented by these contract documents. Removal, Reuse, Modifications, and Replacements of any and all gates, fence, and fence posts shall be included in this bid item at the Arbuckle Road curb return. All gates and fences shall match existing in kind. The fence shall be relocated to behind public right-of-way.
17. Payment for **"Construct Type A-6 Curb per County of Riverside Std. Plan No. 200"** will be made on a per linear foot (LF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 73 of the Standard Specifications and as amended and/or supplemented by these contract documents.

18. Payment for "**Construct Type D Curb per County of Riverside Std. Plan No. 204**" will be made on a per lineal foot (LF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 73 of the Standard Specifications and as amended and/or supplemented by these contract documents.
19. Payment for "**Construct Concrete Cross Gutter per County of Riverside Std. Plan No. 209 and as shown on plans**" will be made on a per square foot (SF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 73 of the Standard Specifications and as amended and/or supplemented by these contract documents. Curb reconstruction, including depression for curb ramps, shall be monolithic with concrete cross gutter and shall be incidental to the per square foot unit price.
20. Payment for "**Construct Curb Ramp, Case A, per County of Riverside Std. Plan No. 403**" will be made on a per each (EA) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 73 of the Standard Specifications and as amended and/or supplemented by these contract documents. Payment shall also include performing all work involved and required to remove the interfering curb and gutter, or curb only at spandrels, and remove interfering sidewalk, prepare sub-grade, place and remove forms and finish concrete in accordance with the plans and specifications. Limit of the curb ramp work is considered to be from BCR to ECR and includes all sidewalk, retaining curbs and curb and gutter in said limits.
21. Payment for "**Construct PCC Sidewalk per County of Riverside Std. Plan No. 401**" will be made on a per square foot (SF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 73 of the Standard Specifications and as amended and/or supplemented by these contract documents. Plans show approximate construction limits only. Exact limits shall be verified in the field with the Engineer prior to construction to ensure proper parkway joins with existing facilities.
22. Payment for "**Construct Driveway Approach per County of Riverside Std. Plan No. 207**" will be made on per each driveway approach (EA) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 73 of the Standard Specifications and as amended and/or supplemented by these contract documents. Driveway Approaches shall include the curb and gutter in front of them and the sidewalk and driveway behind them and adjacent to the limits shown on the standard plans. Plans show approximate construction limits and widths only. Exact limits shall be verified in the field with the Engineer prior to construction to ensure proper parkway joins with existing facilities and drivability. Contractor shall not be compensated for additional driveway approach quantities without approval by the Engineer.
23. Payment for "**Construct Driveway Approach per County of Riverside Std. Plan No. 207A**" will be made on a per each driveway approach (EA) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 73 of the Standard Specifications and as amended and/or supplemented by these contract documents. Driveway Approaches shall include the curb and gutter in front of them and the sidewalk and driveway behind them and adjacent to the limits shown on the standard plans. Plans show approximate construction limits and widths only. Exact limits shall be verified in the field with the Engineer prior to construction to ensure proper parkway joins with existing facilities and drivability. Contractor shall not be compensated for additional driveway approach quantities without approval by the Engineer.

24. Payment for **"Construct 0.5' thick PCC Driveway"** will be made on a per square foot (SF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 73 of the Standard Specifications and as amended and/or supplemented by these contract documents. Payment shall also include performing all work involved and required to prepare sub-grade, place and remove forms and finish concrete pavement driveways outside of the public right-of-way to provide a smooth drivable transition between the existing driveway and the new driveway approach in accordance with the plans and specifications. Plans show approximate construction limits only. Exact limits shall be verified in the field with the Engineer prior to construction to ensure proper parkway joins with existing facilities and drivability. Contractor shall not be compensated for additional PCC driveway without approval by the Engineer.
25. Payment for **"Construct 0.3' thick AC Driveway"** will be made on a per ton (TON) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 39 of the Standard Specifications and as amended and/or supplemented by these contract documents. Payment shall also include performing all work involved and required to prepare sub-grade, place and remove forms and finish concrete pavement driveways outside of the public right-of-way to provide a smooth drivable transition between the existing driveway and the new driveway approach in accordance with the plans and specifications. Plans show approximate construction limits only. Exact limits shall be verified in the field with the Engineer prior to construction to ensure proper parkway joins with existing facilities and drivability. Contractor shall not be compensated for additional AC driveway without approval by the Engineer.
26. Payment for **"Replace Pavement Section in kind, 0.25' AC over 0.5' AB min."** will be made on a per square foot (SF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Sections 25 and 39 of the Standard Specifications and as amended and/or supplemented by these contract documents. This bid item includes, but not limited to, pavement sections in front of driveways, curb and gutter, cross gutters, and curb ramps.
27. Payment for **"Grade Dirt Driveway"** will be made on a per square foot (SF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 19 of the Standard Specifications and as amended and/or supplemented by these contract documents. Payment shall also include performing all work involved and required to prepare sub-grade, grade dirt driveway outside of the public right-of-way to provide a smooth drivable transition between the existing driveway and the new driveway approach in accordance with the plans and specifications.
28. Payment for **"Furnish and Install Chain Link Fence per Caltrans Std. Plan A85"** will be made on a per linear foot (LF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 80 of the Standard Specifications and as amended and/or supplemented by these contract documents. New fence shall match old fence in every way possible, including but not limited to, height, color, finish, chain link mesh opening size, post spacing and ornamental treatment.
29. Payment for **"Adjust Gas Valve Meter Box, Frame and Cover to Grade"** will be made on a per each (EA) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 15 of the Standard Specifications and as amended and/or supplemented by these contract documents.
30. Payment for **"Adjust Water Valve Box, Frame and Cover to Grade"** will be made on a per each (EA) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as

described per Section 15 of the Standard Specifications and as amended and/or supplemented by these contract documents.

31. Payment for **"Adjust Water Meter to Grade per Riverside Community Services District (RCSD) Design Standards"** will be made on a per each (EA) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 15 of the Standard Specifications and as amended and/or supplemented by these contract documents. Payment for "Adjust Water Meter to grade" shall include all coordination between Contractor and RCSD. Any water meter frames or covers damaged by the Contractor during construction and labeled to be "protect in place" shall be replaced at the Contractor's expense.
32. Payment for **"Adjust Fire Hydrant to Grade"** will be made on a per each (EA) unit basis, as specified in the Bidder's Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to adjust existing fire hydrant to grade in accordance with the plans and specifications, and as specified by Western Municipal Water District. Payment for "Adjust Fire Hydrant to grade" shall include all coordination and permit fees between Contractor and the water district.
33. Payment for **"Adjust Traffic Signal Pull Box to Grade"** will be made on a per each (EA) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 15 of the Standard Specifications and as amended and/or supplemented by these contract documents.
34. Payment for **"Relocate Roadside Sign"** will be made on a per each (EA) unit basis as specified in the Bidder's Proposal, with shall include all costs for furnishing all labor, material, tools, equipment, and incidentals, and performing all work involved and required to relocate roadway sign to grade in accordance with the plans.
35. Payment for **"Relocate Backflow Prevention Valve"** will be made on a per each (EA) unit basis, as specified in the Bidder's Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to relocate existing backflow prevention valve at Arbuckle Road to a location specified by property owner and in accordance with the plans and specifications. Payment for Relocate Backflow Prevention Valve shall include all coordination and permit fees between Contractor and water district, if applies.
36. Payment for **"Furnish and Install Appurtenances necessary for Streetlights (including conduits, service meter, hand holes, trenches) per SCE approved Electrical Plan"** will be made on a lump sum (LS) basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 86 of the Standard Specifications and as amended and/or supplemented by these contract documents. Any reference in section 86 to "State-owned" shall be replaced with "Agency-owned." Payment to "furnish and install streetlight appurtenances" shall include all work and coordination involved and required to place conduits, install service meters, construct hand holes, trenching for conduits to desired depth and backfill to provide for properly operating streetlights per Southern California Edison (SCE) standards. **Preliminary SCE approved streetlight conduit plans have been included in Appendix C for bidding purposes only. Final SCE plans for construction will be provided to the successful bidder.**

37. Payment for "**Apply 1 coat of Type II Slurry Seal over Roadway**" will be made on a per square foot (SF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 37 of the Standard Specifications and as amended and/or supplemented by these contract documents. Full compensation for grinding all existing striping and legends and removal of all RPMs shall be included in the unit price and no additional compensation will be allowed.

Limits of Slurry Seal:

Rubidoux Boulevard - From the cross walk line at approximately station 10+05 at the intersection of Mission and Rubidoux Boulevard to approximately station 39+24 prior to the intersection of eastbound 60 Freeway off ramp and Rubidoux Boulevard.

Cross Streets - To 5-ft beyond Sawcut line or ECR, whichever is greater.

38. Payment for "**Signing and Striping**" will be made on a lump sum (LS) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Sections 56-2, 84-1, 84-2 and 85 of the Standard Specifications and as amended and/or supplemented by these contract documents. All permanent striping done on top of new slurry seal surface shall be thermoplastic. The lump sum unit price for signing and striping shall include installation, reconnection, and testing of any traffic detection loops that may need to be replaced within the project limits.
39. Payment for "**Construct longitudinal gutter per SPPWC Std Plan 122-1**" will be made on a per linear foot (LF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 73 of the Standard Specifications and as amended and/or supplemented by these contract documents.

DISCLAIMER:

Quantities shown in the Bid Schedule are not final pay quantities unless specifically indicated. Actual quantities may deviate from those listed in the Bid Schedule due to field conditions or construction methods. Payment to the Contractor will be made based upon the actual quantities of Contract Items constructed and measured in accordance with the Standard Specifications and Special Provisions.

HOUSING AND URBAN DEVELOPMENT SECTION 3 CLAUSE:

- A. The work to be performed under this Contract is subject to the requirements of Section 2 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; shall set forth minimum number and job titles subject to hire; availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected, but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 Covered Indian Housing Assistance, Section 7 (b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7 (b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts

and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises.

Parties to this Contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

CONTRACT COMPLETION SCHEDULE

A. Contract Completion Schedule

Contractor will be advised of award, if made, immediately following Owner's regular scheduled Board meeting (telephone conversation with letter confirmation). Contract Work shall be complete within **forty-five (45) working days** from the date specified in the Notice to Proceed.

B. Liquidated Damages

Contractor is advised that "Liquidated Damages" of **\$1,000 per working day** will be assessed for each calendar day that the Work remains incomplete following the contract completion, as adjusted for due cause by change order.

CERTIFICATION OF BIDDER'S WORK SITE INSPECTION

I certify that I have visited and inspected the work site on the following dates:

Site: _____ Date Visited: Jason Martin
2/22/10

Bidder's Authorized Representative

C.P. Brown
Signature **G.P. BROWN, PRESIDENT**

Name (Print)

Title (Print)

STATEMENT ON BONDS AND INSURANCE

A. Names and addresses of all members of partnership or names and titles of all corporate officers:

CURTIS P. BROWN, PRESIDENT & CHIEF OPERATING OFFICER

MARCIA S. MILLER, SECRETARY & CHIEF FINANCIAL OFFICER

GEORGE R. McRAE, SENIOR VICE PRESIDENT

CURTIS P. BROWN III, VICE PRESIDENT

MICHELE E. DRAKULICH, ASSISTANT SECRETARY

B. The Bidder declares that the surety or sureties named below have agreed to furnish bonds in the aggregate amounts set forth in the Instructions to Bidders, in the event the Contract is awarded on the basis of this proposal.

Name(s) and address(es) of surety or sureties agreeing to furnish bond

SEE ATTACHED

C. The Bidder declares that the insurers named below have reviewed the insurance requirements set forth in the Contract Appendix (Section 8. Insurance) and have agreed to furnish all insurance specified.

Name(s) and address (es) of insurers agreeing to insurance coverage

SEE ATTACHED

NON-COLLUSION AFFIDAVIT

The Bidder's authorized representative C. P. BROWN, being first
duly sworn, deposes and states that he/she is PRESIDENT (Title) of
PALP INC.DBA
EXCEL PAVING COMPANY (Bidder), the party making the foregoing bid; that the bid is not made in the interest of,
or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation;
that the bid is genuine and not collusive or a sham; that 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 that anyone shall
refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement,
communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix
any overhead, profit or cost element of the bid price, or that of any other Bidder, or to secure any
advantage against the public body awarding the contract of anyone interested in the proposed contract;
that all statements contained in the bid are true; and, further, that the Bidder has not directly or indirectly
submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information
or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company,
association, organization, bid depository, or any member or agent thereof to effectuate a collusive or sham
bid.

BIDDER

PALP INC.DBA

Name: **EXCEL PAVING COMPANY**

By: C. P. Brown
(Authorized Representative, Written Signature)

C. P. BROWN, PRESIDENT

(Authorized Representative, Typed or Printed Name)

Title: _____
[Individual, Partner, Corporate Officer (Title)]

Corporation organized
under the laws of the
State of: **CALIFORNIA**

NOTARY

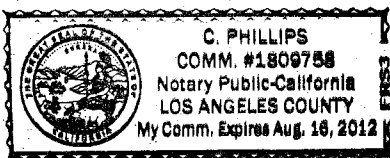
STATE OF CALIFORNIA

COUNTY OF _____

On MAR - 3 2010, 20, before me, C. PHILLIPS, Notary Public
Personally appeared C.A. Brown / President () personally known
to me or (X) proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to me 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.

Witness my hand and official seal.

(Notary Seal)



C Phillips
Signature of Notary

NOTE: If notary elects to attach an acknowledgment form, Notary shall use the Notary Acknowledgment form attached at the end of this section (Bidding Documents), or, alternately, Notary may use a California All-Purpose Acknowledgement form, provided Notary completes the entire form, both the required and optional portions.

**STREET IMPROVEMENTS FOR
RUBIDOUX BLVD - PHASE II (Between Mission Blvd. and State Route 60)**

BD-31

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned PALP Inc. dba Excel Paving Company as Principal and Federal Insurance Company, as Surety, are hereby held and firmly bound unto the COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY, hereinafter called the "Owner", in the sum of Ten percent of the total bid dollars (\$ 10%) for the payment of which sum, well and truly to be made, were hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the said Principal is herewith submitting its proposal for the construction of
**STREET IMPROVEMENTS FOR
STREET IMPROVEMENTS FOR RUBIDOUX BOULEVARD - PHASE II
(Between Mission Blvd. and State Route 60) PROJECT**

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the aforesaid Principal shall be awarded the contract upon said proposal and shall, within the required number of days after the notice of such award, execute a written memorial of the awarded contract and submit the required labor and material and faithful performance bond, then this obligation shall be null and void; and in the event that the principal fails and/or refuses to execute and deliver said documents this bond will be charged with the costs of the damages experienced by the Owner as a result of such refusal, including, but not limited to, publication cost, the difference in money between the amount of the bid of the said principal and the amount for which the obligee may legally contract with another party to perform the said work if such amount be in excess of the former; building lease or rental costs, transportation costs, and additional salary costs that result from the delay due to the principal's default on the awarded contract. In no event, however, shall the Surety's liability exceed the penal sum hereof.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the undersigned parties have executed this instrument under their several seals this 16th day of February, 2010, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by the undersigned representative, pursuant to authority of its governing body.

(Corporate seal of Principal, if
(Corporation)

PALP Inc. dba Excel Paving Company
(Proper name of bidder)

By: C. P. Brown
Signature of Bidder

C. P. BROWN, PRESIDENT

Print or type Bidder's Name
2230 Lemon Ave.
Long Beach, CA 90806

Print or type Bidder's Address
562-599-5841

(Corporate Seal of Surety)

(Attach Attorney-in-Fact Certificate
And Required Acknowledgements)

Federal Insurance Company

Surety
By: Timothy D. Rapp
Attorney in Fact

Timothy D. Rapp
Name and Address of California Agent of
Surety

23461 South Pointe Drive, Suite 240
Laguna Hills, CA 92653

949-457-1060

Telephone Number of California Agent

NOTE: Notary Acknowledgement for Surety and Surety's Power of Attorney must be included or attached.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On 02/16/2010 before me, Debra Swanson, Notary Public
(Here insert name and title of the officer)

personally appeared Timothy D. Rapp

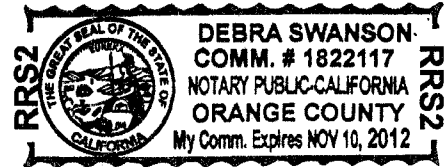
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument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

Debra Swanson
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ♦ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ♦ Indicate title or type of attached document, number of pages and date.
 - ♦ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Linda D. Coats, Matthew J. Coats, Douglas A. Rapp and Timothy D. Rapp of Laguna Hills, California

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **16th** day of **November, 2009**.


Kenneth C. Wendel, Assistant Secretary


David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

ss.

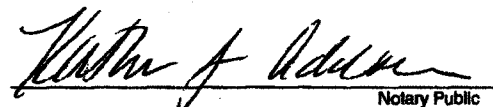
County of Somerset

On this **16th** day of **November, 2009** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No 2316685
Commission Expires July 16, 2014


Notary Public

CERTIFICATION

Extract from the By-Laws of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this

February 16, 2010




Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656
e-mail: surety@chubb.com

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

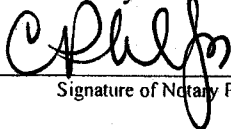
On MAR - 3 2010 before me, C. Phillips, Notary Public
(Here insert name and title of the officer)

personally appeared PALP DBA EXCEL PAVING CO. BY C.P. BROWN, PRESIDENT

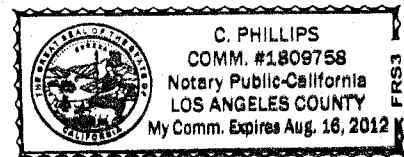
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledgement to me that he/~~she~~ they executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on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

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

DESCRIPTION OF THE ATTACHED DOCUMENT

BIDDER'S BOND SIGNATURE PAGE
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
☐ Corporate Officer

(Title)

- ☐ Partner (s)
☐ Attorney-in-Fact
☐ Other _____

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ✦ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ✦ Indicate title or type of attached document, number of pages and date.
 - ✦ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

EXCEL PAVING COMPANY

A GENERAL ENGINEERING CONTRACTOR
STATE LICENSE NO. 688659A

P.O. BOX 16405
LONG BEACH, CA 90806-5195
(562) 599-5841
FAX (562) 591-7485

C. P. Brown, President:

30+ years experience working for other general contractors
with the past 24 years being self employed in own general
engineering contracting business.

PALP, INC. DBA

EXCEL PAVING COMPANY

**A GENERAL ENGINEERING CONTRACTOR
STATE LICENSE NO. 688659A**

**P.O. BOX 16405
LONG BEACH, CA 90806-5195
(562) 599-5841
FAX (562) 591-7485**

DESCRIPTION OF OPERATIONS

Excel Paving Company is a general engineering and paving contractor that has been in business for the past 25+ years. The company is a corporation owned by C.P. Brown, Jr. Their operations include street and road construction, widening, and repairs; related sidewalk, curb and gutter construction; paving of school yards and parking lots; pipe work; and excavation and grading of "pads" for building sites. On approximately 80% of their jobs the company will operate as a general contractor, responsible for all off-site improvements, grading, removal, etc., but will subcontract any work which is not specifically within their domain. Occasionally the company will perform work at airports. They may also occasionally perform work in the "THUMS" area of Long Beach Harbor, requiring them to transport their equipment and personnel by barge to these islands, approximately ½ mile from the harbor.

The company estimates 2006-2007 gross revenues of \$85 Million, \$60 Million of which is subcontractor and material costs. All work is performed in Southern California, with most in Los Angeles and Orange County. A great deal of work is done for public entities, repairing/widening existing surface streets and roads (75% public entities and 25% private entities); concrete, landscaping, electrical, cold milling, highway, bridge, or overpass work is subcontracted out to other firms. Excel Paving Company also repairs a great number of school yards and parking lots (30%) and usually has a small amount of ongoing work at the Los Angeles, Burbank, and Long Beach airports.

**INCUMBENCY AND SIGNATURE CERTIFICATE OF
PALP, INC.**

The undersigned, Marcia S. Miller, being the duly elected and Incumbent Secretary of PALP, Inc., dba Excel Paving Company, a California corporation (the "Corporation"), hereby certifies that the persons named below are, on and as date hereof, the duly qualified, elected and acting Officers of the Corporation holding the office set forth opposite their names below, such officers being authorized to sign, in the name of and on behalf of the Corporation.

Curtis P. Brown	President and Chief Operating Officer
Marcia S. Miller	Secretary and Chief Financial Officer
George McRae	Senior Vice President
Curtis P. Brown III	Vice President
Michele E. Drakulich	Assistant Secretary

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the date set forth below.

Date: August 20, 2008


MARCIA S. MILLER, Secretary

PALP, INC. DBA

EXCEL PAVING COMPANY

A GENERAL ENGINEERING CONTRACTOR
STATE LICENSE NO. 688659A

P.O. BOX 16409
LONG BEACH, CA 90806-5195
(562) 599-5841
FAX (562) 591-7485

CREDIT APPLICATION

Excel Paving Company
2230 Lemon Avenue
Long Beach, CA 90806

Telephone: 562/599-5841

Fax: 562/599-3679

Type of Business:
Contractors License #
Fed I.D. #

General Engineering Contractors
688659A
95-3672914

Excel Paving Company is a Corporation

Owner:

Palp, Inc.
2230 Lemon Avenue
Long Beach, CA 90806

In business since October 1981
Same location since October 1981
Property Owned by Brown & Mills

Financial rating with Dun & Bradstreet: Rating 3A2, SIC#0161

U.S. Bank:

4100 Newport Pl. #130
Newport Beach, CA 92660

Account Representative:

Robin Woods

Phone #:

949/863-2462

Fax #:

949/863-2336

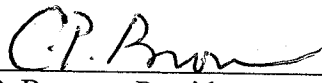
Account #:

153491958689

TRADE REFERENCES:

<u>Company</u>	<u>Phone</u>	<u>Fax</u>	<u>Contact</u>
Vulcan Materials	626/334-4913	626/334-4161	Bill Watt
R.E.H. Trucking	909/591-0871	909/591-0506	Gina Mendiola
Blue Diamond Materials	714/578-9600	714/449-2295	Rich Shoan
Savala Equipment	800/223-2473	949/552-8597	Yoganda Ellis

I certify that the above information is true and correct, and that we can and will comply with your terms.


C.P. Brown - President

Bonding Agent:

Rapp Surety Services
23461 South Pointe Drive
Suite 345
Laguna Hills CA 92653

Office: (949) 457-1060
Fax: (949) 457-1070

Contact:

Douglas A. Rapp

Surety:

Federal Insurance Company
C/O Surety Department
801 South Figueroa Street
23rd Floor
Los Angeles CA 90017

P.O. Box 30127
Los Angeles CA 90030-0127

Insurance Carrier:

The Wooditch Company
One Park Plaza
Suite 400
Irvine CA 92614

Contact:

William Wooditch
Office: (949) 553-9800
Fax: (949) 553-0670

CONTRACTOR'S NAME: PALP INC. DBA EXCEL PAVING COMPANY

A. COMPANY EXPERIENCE (REFERENCE 1.05 OF THE RESPONSIBILITY STATEMENT)

PROVIDE FOLLOWING INFORMATION FOR ALL PROJECTS WHICH INVOLVE CONSTRUCTION WORK WITH A VALUE IN EXCESS OF \$2,000,000 PRESENTLY UNDER CONSTRUCTION.

PROJECT NAME: Jefferson Blvd. Widening

PROJECT DESCRIPTION:

Street widening, Infrastructure reconstruction, Street lighting, traffic signals, landscape & irrigation, Storm drain impvts, and sewer.

LOCATION: Jefferson Blvd., Playa Vista, Los Angeles

CONSTRUCTION VALUE: 6,306,687.00

IF YOUR WORK WAS PERFORMED AS A SUBCONTRACTOR: N/A

INITIAL SUBCONTRACT VALUE: _____

FINAL SUBCONTRACTOR: _____

ARCHITECT: KATZ, OKITSU & ASSOC. PSOMAS

GENERAL CONTRACTOR INFORMATION:

NAME: Excel Paving Company

CONTACT: David Cook

TELEPHONE: 562) 599-5841 Ext. 239

OWNER INFORMATION:

NAME: Playa Capitol Company, LLC

CONTACT: Mr. Lary Chambers

TELEPHONE: 310)448-4705 or 310)345-7856

CONTRACTOR'S NAME: PALP INC. DBA EXCEL PAVING COMPANY

A. COMPANY EXPERIENCE (REFERENCE 1.05 OF THE RESPONSIBILITY STATEMENT)

PROVIDE FOLLOWING INFORMATION FOR ALL PROJECTS WHICH INVOLVE CONSTRUCTION WORK WITH A VALUE IN EXCESS OF \$2,000,000 PRESENTLY UNDER CONSTRUCTION.

PROJECT NAME: Slauson Ave/ SR-90 Impvts.

PROJECT DESCRIPTION:

On ramp & off ramp widening on SR90, Traffic Mitigation

added left turn on Slauson Signalization & Signing & Storm Drain Impvts.

LOCATION: Slauson Ave @ SR90 Culver City, Los Angeles

CONSTRUCTION VALUE: 2,136,269.00

IF YOUR WORK WAS PERFORMED AS A SUBCONTRACTOR: N/A

INITIAL SUBCONTRACT VALUE: _____

FINAL SUBCONTRACTOR: _____

ARCHITECT: KATZ, OKITSU & ASSOC. PSOMAS

GENERAL CONTRACTOR INFORMATION:

NAME: Excel Paving Company

CONTACT: David Cook

TELEPHONE: 562)599-5841 Ext. 239

OWNER INFORMATION:

NAME: Playa Capitol Company LLC

CONTACT: Mr. Lary Chambers

TELEPHONE: 310)448-4705 or 310)345-7856

CONTRACTOR'S NAME PALP INC. DBA EXCEL PAVING COMPANY

A. COMPANY EXPERIENCE (REFERENCE 1.05 OF THE RESPONSIBILITY STATEMENT)

PROVIDE THE FOLLOWING INFORMATION FOR ALL PROJECTS WHICH INVOLVE CONSTRUCTION WORK WITH A VALUE IN EXCESS OF \$2,000,000 PRESENTLY UNDER CONSTRUCTION.

PROJECT NAME: SANTA MONICA TRANSIT PARKWAY PROJECT

PROJECT DESCRIPTION: UNDERGROUND, RETAINING WALLS, FWY. ON RAMPs,
A/C PAVE, SIDEWALK, CURB & GUTTER, SIGNALIZATION, LANDSCAPING,
STORM DRAIN IMPVTS, SEWER, WATER, AND RETAINING WALL.

LOCATION: FROM 405 FWY. TO BEVERLY HILLS CITY LIMIT, LOS ANGELES

CONSTRUCTION VALUE: \$34,455,152.00

IF YOUR WORK WAS PERFORMED AS A SUBCONTRACTOR: N/A

INITIAL SUBCONTRACT VALUE: _____

FINAL SUBCONTRACT VALUE: _____

ARCHITECT: C/O LOS ANGELES

GENERAL CONTRACTOR INFORMATION

NAME: PALP INC. DBA EXCEL PAVING COMPANY

CONTACT: BRUCE FLATT

TELEPHONE: 562/599-5841

OWNER INFORMATION

NAME: CITY OF LOS ANGELES

CONTACT: CARL NELSON

TELEPHONE: (213) 485-4474

CONTRACTOR'S NAME: PALP INC. DBA EXCEL PAVING COMPANY

A. COMPANY EXPERIENCE (REFERENCE 1.05 OF THE RESPONSIBILITY STATEMENT)

PROVIDE FOLLOWING INFORMATION FOR ALL PROJECTS WHICH INVOLVE CONSTRUCTION WORK WITH A VALUE IN EXCESS OF \$2,000,000 PRESENTLY UNDER CONSTRUCTION.

PROJECT NAME: Alameda Street

PROJECT DESCRIPTION:

Redesign of Arterial Streets and Storm Drain Impvts.

LOCATION: Intersection of Alameda Street and N. Spring St
Los Angeles

CONSTRUCTION VALUE: 3,197,043.00

IF YOUR WORK WAS PERFORMED AS A SUBCONTRACTOR: N/A

INITIAL SUBCONTRACT VALUE: _____

FINAL SUBCONTRACTOR: _____

ARCHITECT: City of Los Angeles

GENERAL CONTRACTOR INFORMATION:

NAME: Excel Paving Company

CONTACT: Bob Pace

TELEPHONE: 562) 599-5841 Ext. 248

OWNER INFORMATION:

NAME: City of Los Angeles Board of Public Works

CONTACT: Raphael Villegas

TELEPHONE: 213) 485-4556

CONTRACTOR'S NAME: PALP INC. DBA EXCEL PAVING COMPANY

A. COMPANY EXPERIENCE (REFERENCE 1.05 OF THE RESPONSIBILITY STATEMENT)

PROVIDE FOLLOWING INFORMATION FOR ALL PROJECTS WHICH INVOLVE CONSTRUCTION WORK WITH A VALUE IN EXCESS OF \$2,000,000 PRESENTLY UNDER CONSTRUCTION.

PROJECT NAME: Phase 3 Container Yard Expansion Pier T
PROJECT DESCRIPTION:

Container Yard Parking Lot Expansion, Storm Drain Impvts,
Sewer and Water.

LOCATION: Pier T, Long Beach, Ca.

CONSTRUCTION VALUE: 21,703,834.00

IF YOUR WORK WAS PERFORMED AS A SUBCONTRACTOR: N/A

INITIAL SUBCONTRACT VALUE: _____

FINAL SUBCONTRACTOR: _____

ARCHITECT: Port of Long Beach

GENERAL CONTRACTOR INFORMATION:

NAME: Excel Paving Company

CONTACT: Bob Pace

TELEPHONE: 562)599-5841 ext 246

OWNER INFORMATION:

NAME: The Port of Long Beach

CONTACT: Gary Cardemone

TELEPHONE: 562) 590-4172

CONTRACTOR'S NAME: PALP INC. DBA EXCEL PAVING COMPANY

A. COMPANY EXPERIENCE (REFERENCE 1.05 OF THE RESPONSIBILITY STATEMENT)

PROVIDE FOLLOWING INFORMATION FOR ALL PROJECTS WHICH INVOLVE CONSTRUCTION WORK WITH A VALUE IN EXCESS OF \$2,000,000 PRESENTLY UNDER CONSTRUCTION.

PROJECT NAME: Pier E Berths E24-326

PROJECT DESCRIPTION:

Asphalt Utility Removals, Grade, New Asphalt Paving and
New Concrete RTG Runways, Storm Drain Impvts, Sewer and Water.

LOCATION: Pier

CONSTRUCTION VALUE: 5,251,800.00

IF YOUR WORK WAS PERFORMED AS A SUBCONTRACTOR: N/A

INITIAL SUBCONTRACT VALUE: _____

FINAL SUBCONTRACTOR: _____

ARCHITECT: Port of Long Beach

GENERAL CONTRACTOR INFORMATION:

NAME: Excel Paving Company

CONTACT: Bob Pace

TELEPHONE: 562) 599-5841 Ext. 246

OWNER INFORMATION:

NAME: The Port of Long Beach

CONTACT: Peter Forsythe

TELEPHONE: 562) 244-9077

CONTRACTOR'S NAME: PALP INC. DBA EXCEL PAVING COMPANY

A. COMPANY EXPERIENCE (REFERENCE 1.05 OF THE RESPONSIBILITY STATEMENT)

PROVIDE FOLLOWING INFORMATION FOR ALL PROJECTS WHICH INVOLVE CONSTRUCTION WORK WITH A VALUE IN EXCESS OF \$2,000,000 PRESENTLY UNDER CONSTRUCTION.

PROJECT NAME: Highland Avenue Widening

PROJECT DESCRIPTION:

Redesign of Highland Ave and Adjacent Streets, Storm Drain Impvts.

LOCATION: Highland Ave @ Franklin Ave, City of Los Angeles

CONSTRUCTION VALUE: 2,754,889.00

IF YOUR WORK WAS PERFORMED AS A SUBCONTRACTOR: N/A

INITIAL SUBCONTRACT VALUE: _____

FINAL SUBCONTRACTOR: _____

ARCHITECT: City of Los Angeles

GENERAL CONTRACTOR INFORMATION:

NAME: Excel Paving Company

CONTACT: Bob Pace

TELEPHONE: 562) 599-5841 Ext 246

OWNER INFORMATION:

NAME: City of Los Angeles Board of Public Works

CONTACT: Rafael Villegas

TELEPHONE: 213)485-4556

CONTRACTOR'S NAME: PALP INC. DBA EXCEL PAVING COMPANY

A. COMPANY EXPERIENCE (REFERENCE 1.05 OF THE RESPONSIBILITY STATEMENT)

PROVIDE FOLLOWING INFORMATION FOR ALL PROJECTS WHICH INVOLVE CONSTRUCTION WORK WITH A VALUE IN EXCESS OF \$2,000,000 PRESENTLY UNDER CONSTRUCTION.

PROJECT NAME: North Maclay Ave

PROJECT DESCRIPTION:

Street Beautification and Improvement of North Maclay Ave

LOCATION: North Maclay Ave, from 1st Street to Eighth Street

CONSTRUCTION VALUE: 3,682,624.00

IF YOUR WORK WAS PERFORMED AS A SUBCONTRACTOR: N/A

INITIAL SUBCONTRACT VALUE: _____

FINAL SUBCONTRACTOR: _____

ARCHITECT: City of San Fernando

GENERAL CONTRACTOR INFORMATION:

NAME: Excel Paving Company

CONTACT: Bob Pace

TELEPHONE: 562) 599-5841 Ext 246

OWNER INFORMATION:

NAME: City of San Fernando

CONTACT: Daniel Wall/ City Engineer

TELEPHONE: 818) 898-1225

**WORK EXPERIENCE MAY 31, 2009
CLOSED JOBS 2ND QUARTER 2008-2009**

**EXCEL PAVING CO.
10-23-09**

JOB NO.	PROJECT NAME	FINAL CONTRACT AMOUNT
4295	CULVER BLV/VISTA DEL MAR: PLAYA CAPITAL CO	1,601,060
4458	TAPO CYN/ALAMO ST:SIMI VALLEY CITY OF SIMI VALLEY	2,957,391
4483	BOB HOPE AIRPRT:BURBANK E06-53 BURBANK/GLENDALE/PASADENA	13,177,103
4492	TIERRA REJADA RD/2ND ST:MORPRK CITY OF MOORPARK	3,167,306
4499	KAISER CANTARA ST.:PANORAMA KAISER FOUNDATION HEALTH PLAN	91,879
4505	TOPANGA & VICTORY:WESTFIELD WESTFIELD DESIGN & CONSTRUCTIO	2,597,572
4507	N. BRAND BLVD:GLENDALE HATHAWAY DINWIDDIE CONSTRUCTIO	217,460
4522	BELMONT PIER PLAZA:LB R6660 CITY OF LONG BEACH	514,419
4524	VERDUGO/BARRINGTON:GLENDALE CITY OF GLENDALE	585,432
4568	NUEVA VISTA E/S:BELL PREMIER WEST	206,362
4590	07-08 ROYAL AVE:SIMI SV08-02 CITY OF SIMI VALLEY	1,816,110
4593	LOWELL EL SCH:LONG BCH USD LONG BEACH UNIFIED SCHOOL DIST	541,572
4596	MAT ARRESTING SYS:BURBANK ARPT BURBANK/GLENDALE/PASADENA	3,642,247
4625	EL PRESIDIO ST.:CARSON LANE AIRE MANUFACTURING	13,122
4631	4TH ST SAN BERNARDINO:REMPREX REMPRES, LLC	1,438,337
4635	JOHN WAYNE AIRPORT:BALI BALI CONSTRUCTION	15,536
4646	CALIFORNIA BLVD.:PASADENA HATHAWAY DINWIDDIE CONSTRUCTIO	37,708
4653	GETTY CENTER:LOS ANGELES HATHAWAY DINWIDDIE CONSTRUCTIO	6,700
4654	WESTERN AVE:TORRANCE MOOG AIRCRAFT GROUP	7,240
4657	SO. FREMONT ST.:ALHAMBRA INTERSCAPE CONSTRUCTION, INC	4,600
4660	GOODE AVE.GLENDALE DINWIDDIE CONSTRUCTION COMPANY	256,760
4666	5TH ST. :MANHATTAN BEACH BEARDSLEY CONSTRUCTION	1,500
4671	R ST/FIGUEROA:KAISER:WILMINGTON KAISER PERMANENTE (USE)	8,450
4672	5901 7TH ST VA HOSP:LONG BEACH MOTORCYCLE SYSTEMS	5,445
4674	OLDEN ST.:SYLMAR TUTOR SALIBA PERINI, JV	36,710

WORK EXPERIENCE MAY 31, 2009
OPEN JOBS 2ND QUARTER 2009

EXCEL PAVING CO.
8-6-09

		EST. FINAL CONTRACT	% WORK COMPL.	WORK BACKLOG	
4595	MARINA H/S	HBUHSD	3,305,000	99.5%	14,887.00
4596	EMAS SYS	BURBANK ARPRT	3,642,247	100.0%	1,358.00
4597	WILSHIRE/FAIRFAX	MATT CONST	1,125,815	76.6%	207,466.00
4598	CHEVIOT HILLS	LOS ANGELES	777,869	55.0%	312,655.00
4603	INGLEWOOD/CULVER	PLAYA CAP	386,070	92.6%	28,623.00
4604	MADISON E/S	REDONDO BEACH USD	45,000	85.5%	5,698.00
4605	MWD WATERLINE	RUDOLPF/SLET	1,809,170	27.2%	1,097,224.00
4607	LACC CHILD DEV CTR	CA CONSTR	36,549	100.0%	
4608	TAXIWAI D	LON BEACH	816,228	100.0%	
4609	JUVENILE HALL	ALCORN FENCE	476,412	78.1%	65,652.00
4611	USC ST IMPRV	USC	1,800,000	75.2%	414,662.00
4613	STORM DRAIN POL	POLB	4,127,471	27.8%	2,783,997.00
4615	PIER A WEST	TUTOR SALIBA	121,706	22.1%	41,302.00
4616	PIER A WEST	TUTDOR SALIBA	327,832	28.1%	235,691.00
4618	FED EX RAMP	FEX EX BURB ARPRT	3,949,667	8.3%	3,210,502.00
4619	SO REGION ES	LAUSD	415,870	98.4%	4,961.00
4620	EAST LA HS	TUCKER ENGR	175,225	79.0%	32,499.00
4621	VARIOUS LOC	DANA POINT	60,527	70.4%	18,050.00
4623	CANDLEBERRY AVE	SEAL BEACH	1,508,369	2.3%	1,344,057.00
4624	WASHINGTON/IND BNSF	JOJMSPM CONTROLS	152,759	59.0%	45,180.00
4625	EL PRESIDIO	LAINE AIRE	13,122	100.0%	
4628	LIMECREST DR.	LACPW	220,002	99.5%	1,119.00
4629	WASHINGTON BLVD	PCL CONST	129,305	72.2%	32,476.00
4631	4TH ST.	REMPREX	1,438,337	99.0%	9,478.00
4632	LACMA PH II	MATT CONST	431,836	22.3%	291,350.00
4635	JOHN WAYNE AIRPORT	BALI CONS	15,536	100.0%	
4636	VARIOUS STS	ROLLING HILLS EST	178,414	100.0%	
4637	DISNEYLAND TRENCH	BALI CONS	9,985	100.0%	
4638	DICKSON, ENT, FOSTER	COMPTON USD	89,200	85.9%	11,941.00
4639	VARIOUS INTER	BOEING CO.	1,475,312	44.9%	732,546.00
4640	BERTH 73/191	POLA	237,765	9.6%	192,277.00
4641	PUENTE HILLS LANDFILL	LACO SANI	474,349	99.2%	3,700.00
4643	CAMPUS CAP	PLAYA VISTA	443,335	1.6%	423,216.00
4646	CALIFORNIA	HATHAWAY	37,708	100.0%	
4647	WOOD AVE.	FULLERTON	1,075,000	10.6%	880,962.00
4648	BANDINI	BNSF	454,993	0.6%	421,809.00
4649	SUNNYMEAD BLVD.	MORENO VLY	2,456,972	0.7%	2,214,886.00
4651	BALBOA/VICTORY	LOS ANGELES	1,397,499	2.9%	1,233,522.00
4652	LA AIR FORCE BASE	RMA LAND	10,890	100.0%	
4653	GETTY CENTER	HATHAWAY	6,700	100.0%	
4654	WESTERN AVE	MOOG, INC	7,240	92.6%	444.00
4655	ARTESIA PILAR	SANTA ANA	1,676,293	2.1%	1,509,603.00
4656	RTE 23/118	SIMI VLY	31,998	100.0%	
4657	FREMONT ST	ALHAMBRA	4,617	4.6%	2,199.00
4658	LA PALMA AVE	PCL CONT	723,223	0.0%	592,186.00
4659	VARIOUS STS	PV EST	204,212	1.3%	183,842.00
4660	GOODE AVE	HATHAWAY	262,440	22.1%	132,477.00
4661	BIKE ROUTES	LONG BEACH	277,703	0.6%	258,334.00
4662	VARIOUS ACHOOLS	COMPTON	127,142	1.8%	105,600.00

WORK EXPERIENCE NOVEMBER 30, 2008
CLOSED JOBS 4TH QUARTER 2008

EXCEL PAVING CO.
8-6-09

JOB NO.	PROJECT NAME	FINAL CONTRACT AMOUNT
4240	CMB QTY/PLAYA VISTA	8,938
4247	7TH/710 FRWY	606,153
4296	GLENDALE BLVD	597,309
4359	MICHELSON BLVD.	2,909,722
4359	LOOP ROAD	0
4359	MICHELSON DR.	0
4367	GRANADA AVE.	564,180
4377	PIER E	5,295,408
4393	JEFFERSON BLVD.	7,938,248
4417	PROSPECT	941,017
4421	LB TAXIWAY	59,379
4427	05-'06 ST. REHAB	3,848,764
4448	MARYMOUNT HS	856,482
4452	GLENCOE	309,434
4463	SERVICE MOD	147,800
4464	WASHINGTON/GRANDE	1,122,915
4467	VALLYHEART	135,875
4469	HALDEMAN RD.	58,395
4470	LATIMER RD.	66,500
4480	EAST OLIVE AVE	313,656
4500	CAMPUS/ARTISAN	0
4501	GAGE AVE	25,375
4504	BERENDO M.S.	207,053
4506	VARIOUS LOC	32,744
4509	ROSCOE BLVD.	100,937
4518	NORMANDIE	94,545
4521	ZANE GREY H/S	75,326
4525	TAPER AVE SCH	108,842
4527	SUNNY BRAE SCH	15,345
4528	GETTY CENTER	37,887
4529	NORTHRIDGE M/S	6,542
4532	SAN MIGUEAL E/S	315,091
4536	W. 4TH ST	265,323
4538	PERSHING DR	76,194
4547	WRIGHT M/S	99,389
4554	BLUFF CREEK	91,269
4555	VICTORY BLVD.	429,749
4557	DACOTAH EARLY ED	159,273
4561	BESS/LEORITA	15,866
4563	NICHOLS/BELSITO	405,647
4579	KAISER/NORMANDIE	8,225
4580	CAL ST	6,200
4581	E. 26THST	296,935
4601	SHEILA/INDIANA	8,784
4610	SEPULVEDA BLVD	8,939
4617	SEPULVEDA BLVD	16,600
4634	RIVERA RD.	27,441
4644	MGM DR.	47,068

Work Experience Report November 30, 2008

Excel Paving Co.

Open Jobs 2008

12/14/08 Open Jobs 4th. Quarter

			EST.FINAL CONTRACT	% WORK	WORK BACKLOG
4452	GLENCOE	LOS ANGELES	309,434	100.0%	
4454	UCI	IRVINE	59,976	100.0%	
4458	TAPO CYN	SIMI VLY	2,957,391	100.0%	758
4463	SERVICE MOD	EL CAMINO COLLEGE	147,800	100.0%	
4464	WASHINGTON/GRANDE	BNSF	1,122,915	100.0%	
4466	FIGUEROA/SEPULVEDA	LACO SANI	2,453,930	100.0%	
4467	VALLYHEART	ST. FRANCIS	135,875	100.0%	
4468	LACC	LOS ANGELES	6,085	100.0%	
4469	HALDEMAN RD.	RUSTIC CYN HOA	58,395	100.0%	
4470	LATIMER RD.	RUSTIC CYN HOA	66,500	100.0%	
4480	EAST OLIVE AVE	BURBANK	313,656	100.0%	
4481	CERRITOS/EL RITO	GLENDALE	1,197,605	100.0%	
4482	20TH/REDONDO	LONG BEACH	408,474	100.0%	
4483	BOB HOPE AIRPORT	BURBANK	13,177,103	99.3%	91,795
4490	VARIOUS LOC	LB TRANSIT	879,832	100.0%	
4492	TIERRA REJADA RD	MOORPARK	3,167,306	100.0%	
4497	CALIFORNIA BLVD.	CSI ELECT	14,982	100.0%	
4499	CANTARA	KAISER FOUND	82,000	21.2%	64,631
4500	CAMPUS/ARTISAN	CSI ELECT	4,200	0.0%	4,200
4501	GAGE AVE	BELL	25,375	100.0%	
4502	GARDEN GROVE SANI		1,967,739	100.0%	
4504	BERENDO M.S.	TORRES CONST	207,053	100.0%	
4505	TOPANGA/VICTORY	WESTFIELD	2,520,000	98.9%	27,394
4506	VARIOUS LOC	CO OF ORANGE	32,744	99.9%	
4507	BRAND BLVD.	HATHAWAY	217,460	96.7%	7,193
4508	ALVARDO TRANSIT	LACRA	2,140,870	69.0%	663,657
4509	ROSCOE BLVD.	KAISER FOUND	100,937	100.0%	
4515	GRAND AVE.	MT. SAC	224,919	100.0%	
4516	TUSTIN & 1ST ST	MCCARTHY	233,937	100.0%	
4518	NORMANDIE	ARB STRUCTURES	94,545	100.0%	
4521	ZANE GREY H/S	TORRES	75,326	100.0%	
4522	BELMONT PLAZA	LONG BEACH	427,634	100.0%	
4523	BESS/LEORETTA	KAISER	251,657	100.0%	
4524	VERDUGO/BARRINGTON	GLENDALE	577,656	99.9%	
4525	TAPER AVE SCH	TORRES	108,842	100.0%	
4526	LAKEWOOD BLVD.	DOWNEY	2,047,150	92.0%	164,456
4527	SUNNY BRAE SCH	TORRES	15,345	100.0%	
4528	GETTY CENTER	HATHAWAY	37,887	100.0%	
4529	NORTHRIDGE M/S	TORRES	6,542	100.0%	
4530	VARIOUS LOCATIONS	CULVER CITY	801,667	100.0%	
4531	LONG BEACH	CALCARTAGE	13,577	100.0%	
4532	SAN MIGUEAL E/S	TORRES	315,091	100.0%	
4534	7TH/CATALINA	HENSEL PHELPS	73,954	100.0%	
4535	SHENANDOAH E/S	LAUSD	744,408	99.8%	1,585

Work Experience Report November 30, 2008

Excel Paving Co.

Open Jobs 2008

12/14/08 Open Jobs 4th. Quarter

			EST.FINAL CONTRACT	% WORK	WORK BACKLOG
4595	MARINA H/S	HBUHSD	3,215,000	86.6%	432,035
4596	EMAS SYS	BURBANK ARPRT	3,642,247	99.9%	1,957
4597	WILSHIRE/FAIRFAX	MATT CONST	1,071,699	46.5%	572,826
4598	CHEVIOT HILLS	LOS ANGELES	777,869	54.2%	356,169
4599	VARIOUS SCHOOLS		837,132	100.0%	
4600	ANCHORAGE/SHOR	RE SCHAFER	7,710	100.0%	
4601	SHEILA/INDIANA	ELECTRO CONST	8,784	100.0%	
4603	INGLEWOOD/CULVER	PLAYA CAP	374,797	86.4%	51,113
4604	MADISON E/S	REDONDO BEACH US	39,300	100.0%	
4605	MWD WATERLINE	RUDOLPF/SLET	1,809,170	1.9%	1,774,728
4606	PERRY LINDSEY ACADEMY	LBUSD	1,034,834	99.9%	1,516
4607	LACC CHILD DEV CTR	CA CONSTR	29,079	71.2%	8,389
4608	TAXIWAI D	LON BEACH	816,228	100.0%	
4609	JUVENILE HALL	ALCORN FENCE	452,834	10.4%	405,839
4610	SEPULVEDA BLVD	B & D CONST	8,939	100.0%	
4611	USC ST IMPRV	USC	1,717,400	34.9%	1,118,308
4612	KAISER VENTURA BLV	KAISER PERM	43,997	98.2%	807
4613	STORM DRAIN POL	POLB	4,688,404	12.1%	4,119,191
4615	PIER A WEST	TUTOR SALIBA	121,706	12.3%	106,720
4616	PIER A WEST	TUTDOR SALIBA	327,832	28.1%	235,691
4617	SEPULVEDA BLVD	B & D CONST	16,600	91.0%	1,489
4618	FED EX RAMP	FEX EX BURB ARPRT	3,493,821	2.8%	3,395,388
4619	SO REGION ES	LAUSD	590,518	9.7%	533,215
4620	EAST LA HS	TUCKER ENGR	57,000	100.0%	
4621	VARIOUS LOC	DANA POINT	94,600	17.5%	78,040
4622	D & E YARD CROSSINS	LA JUNC RR	44,041	100.0%	
4623	CANDLEBERRY AVE	SEAL BEACH	1,415,869	1.7%	1,391,826
4624	WASHINGTON/IND BNSF	JOJMSPM CONTROLS	74,988	91.6%	6,326
4625	EL PRESIDIO	LAINE AIRE	13,500	100.0%	
4626	VAN NESS	BUNTICH	4,850	100.0%	
4627	SHEILA ST.	ELECTRO	2,698	100.0%	
4628	LIMECREST DR.	LACPW	228,859	0.7%	227,325
4629	WASHINGTON BLVD	PCL CONST	124,000	35.0%	80,638

Work Experience August 31, 2008

Excel Paving CO.

Closed Jobs 3rd. Quarter 2008

01/20/09

JOB NO.	PROJECT NAME	FINAL CONTRACT AMOUNT
3947	TUSTIN AVE., ANAHEIM	4,370,876
3959	SANTA MONICA BLVD., LOS ANGELES	49,757,848
4062	SANTA MONICA/MWD	7,739,622
4164	KENNEDY HS ANAHEIM	1,037,004
4316	MONTROSE AVE. LACPW	2,447,026
4332	SO. BRAND BLVD GLENDALE	2,011,346
4336	VERMONT AVE. GARDENA	1,204,230
4337	MCFADDEN AVE.	1,121,382
4374	WOODRANCH PKWY SIMI VALLEY	1,982,642
4401	NO. MCLAY ST SAN FERNANDO	4,981,426
4414	TOPANGA/VICTORY LOS ANGELES	2,166,954
4420	VERMONT AVE. LOS ANGELES	915,500
4429	RANDALL ST. ORANGE CO.	824,976
4435	NATIONAL BLVD. CAL TRANS	90,524
4440	226TH ST HAWTHORNE	92,155
4451	OVERLAY SANTA CLARITA	5,503,565
4471	ANAHEIM ST. LB TRANSIT	244,032
4474	NO. LOOP RD. HATHAWAY	2,996,158
4479	UNION AVE SNYDER LANGSTON	55,297
4486	BLUFF CREEK DR COLICH & SONS	207,560
4491	WESTFIELD CENTER ARCADIA	29,118
4493	FREEMAN DR. CALABASAS	82,619
4495	PORT OF LB RYAN CO.	16,091
4498	VAGABOND STRM DRN MONTEREY PARK	89,325
4514	FOOTHILL BLVD. BERNARDS	81,317
4520	AMBLER AVE SCH TORRES	134,849
4537	26TH ST./VERNON CBRE	52,143
4540	EVEWARD RD. DLSB	47,967
4544	BURBANK AIRPORT BURBANK AIRPORT	16,585
4551	GEPRGE BURNS AVE. WEST HOLLYWOOD	39,219
4556	GARVEY AVE. REYES CONST	38,218
4565	AVE OF STARS HATHAWAY	9,375
4575	DOUGLAS/EL SEGUNDO EL SEGUNDO	4,300
4589	WILSHIRE DR PSOMAS	32,190
4602	CALSTATE HATHAWAY DIN	9,386
4614	LOMITA BLVD ELECTRO CONST	3,486

Work Experience February 28, 2008

Excel Paving Co.

CLOSED JOBS 2007- 2008

07/08/08

JOB NO.	PROJECT NAME		SALES AMOUNT
3704	TAXIWAY D	L.B. AIRPORT	3,720,722
3865	2627 HOLLYWOOD,	BURB/GLEN/AIRP	377,031
4084	SAND CANYON	IRVINE	720,447
4088	ANNUAL RD RESURF	DANA POINT	1,490,592
4099	03 ST IMPRV	INGLEWOOD	593,520
4144	CASE AVE	LA	432,963
4157	YL/PLACENTIA	FULLERTON	137,338
4176	SILVER LAKE	LOS ANGELES	1,317,464
4182	UCLA	LOS ANGELES	38,066
4182	UCLA CAMPUS	LOS ANGELES	103,828
4218	ASHCROFT/ROBERTSON	LOS ANGELES	52,900
4233	VAN BUREN VLD.	CO RIVERSIDE	2,461,429
4237	S/W AREA	LAX	4,876,048
4253	S.A. STADIUM	SANTA ANA	397,289
4257	MIRAMONTE ES	LOS ANGELES	677,111
4269	KINNELOA DEBRIS BASIN	LOS ANGELES	237,063
4274	HARBOR BLVD	LOS ANGELES	1,249,459
4275	CLAY MS	LOS ANGELES	620,819
4281	HILLCREST ES	LOS ANGELES	903,237
4306	10TH ST.	LONG BEACH	1,192,729
4307	NEWPORT SHORES	NEWPORT BEACH	1,584,279
4309	KING MS	LOS ANGELES	985,753
4314	PARK PLACE	IRVINE	998,231
4314	PARK PL PKG		76,267
4317	BERTHS 226-236	POLA	2,811,047
4334	710 FRWY	CALTRANS	700,680
4344	PKG LOT PH 1	RANCHO SANTIAGO CC	896,694
4346	DAMON, CONSTELL OF STARS		202,454
4347	HAMILTON HS	LOS ANGELES	603,569
4349	FIRESTONE BLVD.	SEPULVEDA DEV	325,075
4353	FOUNTAIN VLY HS	HUNT BCH UHSD	1,074,427
4354	LA BREA AVE.	WEST HOLLYWOOD	496,890
4361	ORANGE AVE	LAWNDALE	209,832
4362	ST. REHAB	LEISURE VILLAGE	799,326
4366	ANNUAL ST.	ALHAMBRA	651,988
4371	VARIOUS STS	REDONDO BCH	960,788
4372	WALNUT ST.	SIMI VALLEY	412,988
4380	POINT FERMIN	PASCHEN	359,607
4383	VERMONT AVE.	KAISER FOUND	117,035
4384	VERMONT AVE	KAISER FOUND	182,820

Excel Paving Co.**Work Experience May 31, 2007**

JOB NO.	Closed Jobs 2006 PROJECT NAME	SALES AMOUNT
3716	710 FWY PCH TO 405	21,510,942
3990	OCEAN BLVD LONG BEACH	1,196,229
4004	GREEN VALLY CIRCLE CULVER CITY	1,173,791
4024	UCLA KINROSS	2,329,869
4045	5 FRWY, OR. CO	180,290
4057	PALO VERDE HSG	611,836
4061	PANKOW BLDRS M.B.	720,917
4064	WALGROVE E.S. L.A.	767,069
4083	HARBOR BLVD FULLERTON	214,172
4098	BLEND E.S. LA	273,966
4102	DENA E.S. LA	177,306
4104	MOULTON PKWY CO OF ORANGE	478,612
4106	PIER S BRTH S102-S110 LONG BEACH	4,077,253
4109	VARIOUS STS REDONDO BEACH	761,751
4115	WASHINGTON BLVD CULVER CITY	741,069
4117	VANUYS AIRPORT VAN NUYS	620,336
4120	SOUTHGATE HS LOS ANGELES	681,858
4142	ROSECRANS LAWDALE	233,216
4143	CALLE MIRAMAR REDONDO BCH	536,987
4156	STERRY E.S. LA	223,520
4160	WARNER ES LA	988,639
4161	ST OVERLAY SIMI VLY	704,970
4168	MARINA DEL REY LA	459,915
4169	CEN PK WEST LA	50,550
4174	SHERMAN OAKS CNTR RESEDA	1,044,265
4175	GLEDHILL ES NO HILLS	506,079
4181	STATE ST ES LAUSD	334,787
4185	WHITTIER/PRESBY WHITTIER	7,400
4186	GETTY TRUST LOS ANGELES	850
4191	HARVARD AVE. IRVINE	329,938
4192	COMPTON/61ST LOS ANGELES	17,722
4195	NEW JOB SAN CLEMENTE	10,966
4196	MWD/SEARL HEMET	9,109,427
4197	LYNOOD USD LYNWOOD	1,520,919
4198	AGOURA BIKE AGOURA HILLS	1,032,236
4209	PCH/CATALINA LONG BEACH	657,469
4210	GLENDALE BLVD LOS ANGELES	36,630
4212	GLENDORA/HILL LA PUENTE	11,833

Excel Paving Co.**Work Experience May 31, 2007**

JOB NO.	Closed Jobs 2006 PROJECT NAME		SALES AMOUNT
4297	VICTORY/TOPNGA	LOS ANGELES	606,202
4298	ST. JOSEPH'S SCH	LONG BEACH	2,000
4300	PV LANDFILL	LA SANI DIST	19,650
4301	MICHELSON	IRVINE	201,698
4304	MEDIA STUDIOS	BURBANK	18,700
4310	VAIL/CLEVELAND	MONTEBELLO	10,790
4311	PLAYA VISTA	LOS ANGELES	16,854
4312	INDIANA/WASHINGTON	BNSF	147,323
4315	190TH/GREENLANE	REDONDO BEACH	2,000
4318	RON REAGON FRWY	SYLMAR	16,304
4321	SO. EAST HS	SOUTH GATE	12,000
4322	E. PCH	WILMINGTON	14,216
4325	BLUFF CREEK	PLAYA VISTA	50,310
4326	BNSF, IND & WASH	COMMERCE	334,616
4327	UNION STATION	LOS ANGELES	10,000
4331	OLIVE & LAKE	BURBANK	12,876
4333	VINEYARD & SATURN	LOS ANGELES	8,545
4335	CSI/BOEING-BOLSA	HUNT. BCH	101,500
4338	BNSF, WASH & IND	NERVON	37,840
4341	FIRE STATION	BURBANK	0
4342	MOOG, WESTERN WAY	TORRANCE	37,031
4345	3355 EMPIRE	BURBANK	79,193
4351	LAX-SO VAULT	LOS ANGELES	26,514
4355	HAWTHORNE BLVD	TORRANCE	4,000
4356	LAAFB	RMA LAND	3,858
4357	PICO BLVD.	LOS ANGELEWS	20,400
4363	DUESLER LANE	DUESLER ASSOC	36,000
4364	WASHINGTON BLVD.	PICO RIVERA	23,265
4375	VAN NUYS BLVD.	ARLETA	6,140
4376	OBSERVATORY RD.	LOS ANGELES	13,151
4379	E. SOUTH ST.	MARKET RECYCLE	1,885
4382	FIGUEROA/JEFF	LOS ANGELES	5,995
4386	INDIANA/WASH	BNSF	83,456

Excel Paving Co.**Work Experience May 31, 2007**

JOB NO.	CLOSED JOBS 2007 PROJECT NAME	SALES AMOUNT
4389	UPPER CLOVERLEAF RD MONROVIA	178,395
4390	COLDWATER CYN NO. HOLLYWOOD	10,855
4391	U OF WEST ROSEMEAD	351,139
4392	OLDEN ST. SYLMAR	92,684
4396	BURBANK AIRPORT BURBANK	18,283
4397	DURFEE/MICHAEL HUNT	17,989
4398	DIEMER PLANT MWD	116,205
4399	WARDLOW/CHERRY BOEING	156,900
4400	ELSMERE CARSON	7,780
4402	MOORPARK COLLEGE	91,578
4403	BNSF/WASH VERNON	506,615
4405	HAALAND DR THOU OAKS	148,500
4406	TROY H/S FULLERTON	321,451
4409	MAARKET ST SWR CHLS KING	5,270
4410	LOT A BURBANK ARPRT	47,124
4411	BRAVO BASE REPAIR LOS ANGELES	17,390
4422	PUENTE HILLS LACO SANI	12,500
4423	PIER J-BERTH 247 LONG BEACH	8,200
4428	SIXTH ST. SAN PEDRO	3,200
4432	BURBANK AIRPORT BURBANK	43,500
4441	INDIANA/3RD BNSF	3,900
4447	PIER F LONG BEACH	8,300