

COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY

**NOTICE INVITING BIDDERS
STREET IMPROVEMENTS
FOR**

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

Prospective bidders are hereby notified that the COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY, herein called Agency, will receive sealed bid proposals for STREET IMPROVEMENTS FOR RUBIDOUX BOULEVARD - PHASE II (Between Mission Blvd. and State Route 60) PROJECT. Any request for information (RFI) shall be made by February 24, 2010. All RFI's shall be responded to by March 1, 2010. Such proposals will be received no later than 2:00 PM on March 3, 2010, at the Clerk of the Board, County of Riverside, 4080 Lemon Street, 1st Floor, Riverside, CA 92501, at which time said bids will be publicly opened and read.

Prospective bidders shall have a Class "A" license in the state of California, or provide a combination of current and active specialty licenses as appropriate and qualified to perform the Work specified in the Contract Documents. Prior to the submission of bids, the Contractor shall be licensed in accordance with the provisions of Chapter 9 of Division III of the Business and Professional Code of the State of California, and evidence of such license shall be presented to the Agency on request. Agency reserves the right to reject any and all proposals, to waive any irregularity, or to award a Contract to other than the lowest bidder. If the Agency elects to award a contract for the Work, the award will be made within 60 days from the date of the bid opening. Bids shall be valid for said 60-day period.

Each bid proposal must be accompanied a certified or cashier's check, or bid bond issued by a surety admitted and regulated by the State of California and further, if the work or project is financed in whole or in part with federal grant or loan funds, listed in the Treasury Department's most current Circular 570 (bid bond shall be submitted on the form included in the Contract Documents or on an equivalent form approved by the Agency) for an amount not less than ten percent (10%) of the maximum amount bid. Said check or bond shall be made payable to the COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY, and when delivered with a proposal, shall constitute a guarantee that the bidder will, if award is made in accordance with the terms or said bidder's proposal, execute a Contract in the Agency's standard form, together with Labor Code Certification thereon; furnish Contract Performance and Payment Bonds with a corporate surety or sureties satisfactory to the Agency, or equivalent substitution in lieu of bonds, each for not less than 100 percent of the bid price and furnish Certificates of Insurance evidencing that all insurance coverage required by the contract has been secured. The Contract General Conditions for this project will contain provisions allowing successful contractor to substitute securities for monies withheld by the County to ensure performance (Public Contract Code 22300).

Contract Documents may be obtained from OCB Reprographics, 4295 Main Street, Riverside, California, 92501 upon payment. Contact OCB Reprographics at (951) 686-0530 ahead of time for plan production and cost information. For further information, contact Richard Medina at the COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY, located at 1325 Spruce Street, Suite 400, Riverside, California 92507, whose telephone number is (951) 955-9627.

Publication: "Construction Plans for the Improvement of Rubidoux Boulevard between Mission Boulevard and State Route 60, Phase 2"

Published Date(s): Press Enterprise 1/29/10, 2/5/10

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

BD-1

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)**

CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF
COUNTY OF RIVERSIDE
ECONOMIC DEVELOPMENT AGENCY

Date 3-1-10

Bidder WEST COAST STRUCTURES, INC.
AND WESTERN STRUCTURES

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. NONE 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 1/2 of 1% of said total bid.

PORTION OF THE WORK	SUBCONTRACTOR	ADDRESS
# 12 REMOVE CHAIN LINK FENCE	ALLORN FENCE CO.	P.O. BOX 3279
# 16 REMOVE, SALVAGE AND REUSE PORTION OF EXISTING IRON FENCE		RIVERSIDE CA 9259
# 28 FURNISH AND INSTALL CHAIN LINK FENCE WITH TOP RAIL, PER CONTRACTOR'S STD. PLAN 985 (EXISTING)	HARTBRINK ASPHALT PAVING INC.	1548 MAPLE ST.
# 25 CONSTRUCT DRIVEWAY PAVEMENT 0.3' THICK		CORONA CA 92880
# 26 REPLACE PAVEMENT SECTION IN KIND, 0.25' AC OVER 0.5' AS MIN	HIGH LIGHT ELECTRIC	PO BOX 7339
# 1 MOBILIZATION		RIVERSIDE CA 92513
# 33 ADJUST TRAFFIC SIGNAL PULL BOX TO GRADE		
# 310 FURNISH & INSTALL APPURTENANCES NECESSARY FOR STREETLIGHTS PER SEE APPROVED G.E.C.T. PLAN.		
# 34 RELOCATE ROADSIDE SIGN JP STRIPING		PO BOX 278
# 33 SIGNING & STRIPING		BEAUMONT CA 92223

**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.

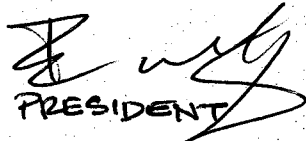
BID GUARANTEE

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 WEST COAST STRUCTURES, INC. dba WESTERN STRUCTURES

Type of Organization GENERAL CONTRACTOR / CORPORATION

Signed By



Title of Signer

PRESIDENT

Address of Bidder 6005 TYLER ST. RIVERSIDE CA 92503

Telephone Number 951-352-4300

Contractor's License 707211 Classification A

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: WEST COAST STRUCTURES, INC. dba WESTERN STRUCTURES

Address: 6005 TYLER ST. RIVERSIDE CA 92503

Type of Work: GENERAL CONTRACTOR / STORM DRAIN SYSTEMS

Years of Experience: 18

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: J.P. STRIPING INC. (13+ YEARS EXPERIENCE)

Address: 6050 E. FIRST ST. BEAUMONT CA 92223

Contractor License No.: 746266

Class: C32 ~~632~~

Type of Work: STRIPING & SIGNING

Years of Experience: 13+ YEARS

2) Name: _____

Address: _____

Contractor License No.: _____

Class: _____

Type of Work: _____

Years of Experience: _____

Statement of Experience (Continued)

3) Name: RIALTO GLEM SCHOOL #198

Address: _____

Contractor License No.: _____

Class: _____

Type of Work: _____

Years of Experience: _____

4) Name: _____

Address: _____

Contractor License No.: _____

Class: _____

Type of Work: _____

Years of Experience: _____

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: WEST COAST STRUCTURES, INC. dba WESTERN STRUCTURES

Contract Amount: 63,700.00

Date MARCH 6, 2009

Completed: DECEMBER 2009

Type of Work: PARKWAY DRAIN PER ARPA STD, MANHOLES, CATCH BASINS, HEADWALL, WINGWALL PER CITY STD. 625 W. RIALTO AVE.

Owner (Name, Address, & Phone): RIALTO UNIFIED SCHOOL DISTRICT / RIALTO, CA, 92376

Engineer (Name, Address, & Phone): N/A

Person in Charge of Project (Name & Phone): CHRIS MC FAYDEN 909-790-5222

Statement of Experience (Continued)

2) Contractor: WEST COAST STRUCTURES, INC dba WESTERN STRUCTURES

Contract Amount: 206,153.25

Date Completed: MAY 2009

Type of

Work: JUNCTION STRUCTURES, COLLARS, CATCH BASINS, HEADWALLS, WING WALLS, CURB
12797 THIRD ST.

Owner (Name, Address, & Phone): YUCAIPA-CALIMESA JOINT UNIFIED SCHOOL DIST. YUCAIPA CA 92399

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): RON HALLQUIST 626-454-5226
909-798-5222 CHIEF M.B.

3) Contractor: WEST COAST STRUCTURES, INC dba WESTERN STRUCTURES

Contract Amount: 787,614.00

Date Completed: 4-14-09

Type of

Work: MANHOLES, JUNCTION STRUCTURES, SLOPE ANCHORS, DRAIN INLETS, HEADWALLS, DISSIPATOR,
PATH BASINS, VELOCITY CONTROL WALL, TRASH RACKS. 6610 PALOS VERDES DR. SOUTH SUITE A

Owner (Name, Address, & Phone): LONG POINT DEVELOPMENT LLC RANCHO PALOS VERDES CA 90275

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): ELDON NEHAM 714-288-8636

4) Contractor: WEST COAST STRUCTURES, INC dba WESTERN STRUCTURES

Contract Amount: 404,871.27

Date Completed: MARCH 2010

Type of

Work: RETAINING WALL, SIDEWALK, CURB & GUTTERS, TEMP SHORING
714-567-7800 1152 FRUIT ST

Owner (Name, Address, & Phone): COUNTY OF ORANGE PUBLIC WORKS DEPT. RIVERSIDE CA 92503

Engineer (Name, Address, & Phone): TIM NGUYEN 714-567-7829 RIVERSIDE CA 92503
1152 FRUIT ST

Person in Charge of Project (Name & Phone): TIM NGUYEN 714-567-7829
TED DANG 714-567-4548

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: JP STRIPING INC

Contract Amount: 33708.

Date Completed: JUNE 2009

Type of
Work: STRIPING, MARKINGS SIGNAGE

Owner (Name, Address, & Phone): CITY OF RIVERSIDE 951-826-5561

Engineer (Name, Address, & Phone): _____

Statement of Experience (Continued)

Person in Charge of Project (Name & Phone): CHUCK LOUETT

2) Subcontractor: BOND BLACKTOP

Contract Amount: 54,000

Date Completed: DEC 2007

Type of
Work: STRIPING, MARKINGS AND REMOVALS

Owner (Name, Address, & Phone): CITY OF YUCAIPA - 31272 YUCAIPA BLVD. YUCA

Engineer (Name, Address, & Phone): _____

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

3) Subcontractor: COOLBY CONST.

Contract Amount: 121,953

Date Completed: NOV 2008

Type of
Work: BASEWIDE RESTRIPE & REPAINT OF LEGENDS

Owner (Name, Address, & Phone): NTL FORT IRWIN

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): CINDY MOSS

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. (18 YEARS)

1) Name: _____

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)

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	41521.00 33796.00	41521.00 33796.00
2	Storm Water Pollution Prevention Plan & NOI	LS	1	3750.00	3750.00
3	Traffic Control	LS	1	16196.00	16196.00
4	Clearing and Grubbing	LS	1	7895.00	7895.00
5	Remove AC Pavement and Base	SF	9,100	2.58	23478.00
6	Remove AC Driveway	SF	2,200	1.38	3036.00
7	Remove Concrete (Curb and Gutter)	LF	786	10.38	8155.80
8	Remove Concrete Sidewalk	SF	1,293	1.38	1784.34
9	Remove Concrete Slab	SF	90	5.73	515.70
10	Remove Concrete Driveway	SF	3,800	1.55	5890.00
11	Remove Cross Gutter	SF	2,820	4.70	13,254.00
12	Remove Chain Link Fence	LF	50	16.70	835.00

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	189.00	4725.00
14	Remove and Salvage Bus Bench	EA	1	542.00	542.00
15	Remove Abandoned Service Cabinet	EA	1	300.00	300.00
16	Remove, Salvage, and Reuse Portions of Wrought Iron Fence	LF	51	57.00	2907.00
17	Construct Type A-6 Curb per County of Riverside Std. Plan No. 200	LF	194	28.75	5577.50
18	Construct Type D Curb per County of Riverside Std. Plan No. 204	LF	50	30.50	1525.00
19	Construct Concrete Cross-Gutter per County of Riverside Std. Plan No. 209 and as shown on plans	SF	3,670	7.12	26,130.40
20	Construct Curb Ramp, Case A, per County of Riverside Std. Plan No. 403	EA	2	2705.00	5410.00
21	Construct PCC Sidewalk per County of Riverside Std. Plan No. 401	SF	12,100	2.26	27,346.00
22	Construct Driveway Approach per County of Riverside Std. Plan No. 207	EA	25	2380.00	59,500.00
23	Construct Driveway Approach per County of Riverside Std. Plan No. 207A	EA	1	3745.00	3745.00
24	Construct PCC Driveway Pavement, 0.5' thick	SF	1,200	5.34	6408.00
25	Construct AC Driveway Pavement, 0.3' thick	TON	23	655.00	15065.00
26	Replace Pavement Section in kind, 0.25' AC over 0.5' AB min	SF	8,500	2.36	20060.00
27	Grade Dirt Driveway	SF	514	1.09	560.26

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	46.00	2300.00
29	Adjust Gas Valve Meter Box Frame and Cover to Grade	EA	1	260.00	260.00
30	Adjust Water Valve Box Frame and Cover to Grade	EA	3	268.00	804.00
31	Adjust Water Meter to Grade per Riverside Community Services District (RCSD) Design Standards	EA	4	245.00	980.00
32	Adjust Fire Hydrant to Grade	EA	1	1075.00	1075.00
33	Adjust Traffic Signal Pull Box to Grade	EA	1	360.00	360.00
34	Relocate Roadside Sign	EA	7	110.00	770.00
35	Relocate Backflow Prevention Valve	EA	1	1200.00	1200.00
36	Furnish & Install appurtenances necessary for streetlights (including conduits, service meter, hand holes, trenches) per SCE approved electrical plan	LS	1	58,535.00	58,535.00
37	Apply 1 coat of Type II slurry seal over roadway	SF	189,000	.21	39,690.00
38	Signing and Striping	LS	1	21,949.00	21,949.00
39	Construct modified longitudinal gutter per SPPWC Std Plan 122-1 and as shown on the plans.	LF	133	33.25	4,422.25

TOTAL SUM BID, ITEMS 1 THROUGH 39: ~~FOUR HUNDRED THIRTY EIGHT~~ ^{SIXTY SIX} THOUSAND ~~FOURTY THREE~~

SIX ^{SEVENTEEN} ~~FOUR HUNDRED FIFTY SEVEN~~ DOLLARS AND ^{TWENTY FIVE CENTS.} ~~(\$ 43,843.25)~~ Words 46,617.25

Figures

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: 2-27-10
2-27-10 Date Visited: 2-27-10

Bidder's Authorized Representative

[Signature]
Signature
BRIAN M. BRAJEM
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:

BRIAN M. SKATEM - PRESIDENT, VICE PRESIDENT, SECRETARY & TREASURER
6005 TYLER ST. RIVERSIDE CA 92503

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

JEREMY PENDERGAST - AGENT STONE SURETY INS. SERVICES
FIRST NATIONAL INS. COMPANY OF AMERICA
4850 ARLINGTON AVE
RIVERSIDE CA 92504

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

<u>PLEASE SEE ATTACHED</u>	<u>PLEASE SEE ATTACHED</u>
<u>IP INS. SERVICES</u>	<u>STATE PACIFIC INS.</u>
<u>AGENT - SANDY PRATHER</u>	<u>AGENT - KIM SANDRLO</u>
<u>2107 N. BROADWAY SUITE 108</u>	<u>9170 HAVEN AVE. SUITE 120</u>
<u>SANTA ANA CA 92706</u>	<u>PALMDALE CALIFORNIA CA 91730</u>

NON-COLLUSION AFFIDAVIT

The Bidder's authorized representative BRIAN M. SKAJEM, being first duly sworn, deposes and states that he/she is PRESIDENT (Title) of WEST COAST STRUCTURES, INC. dba WESTERN STRUCTURES (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: WEST COAST STRUCTURES, INC. dba WESTERN STRUCTURES

By: [Signature]
(Authorized Representative, Written Signature)

Corporation organized
under the laws of the
State of: CALIFORNIA

BRIAN M. SKAJEM
(Authorized Representative, Typed or Printed Name)

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

CERTIFICATE OF INSURANCE



This certifies that

- ☒ STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- ☐ STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- ☐ STATE FARM FIRE AND CASUALTY COMPANY, Aurora, Ontario
- ☐ STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- ☐ STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder WEST COAST STRUCTURES INC. DBA WESTERN STRUCTURES

Address of policyholder 6005 TYLER STREET, RIVERSIDE, CA 92503

Location of operations _____

Description of operations ALL OPERATIONS

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
92-96-9386-1	Comprehensive Business Liability	10-01-2009	10-01-2010	BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:		<input checked="" type="checkbox"/> Products - Completed Operations <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Advertising Injury <input checked="" type="checkbox"/> Explosion Hazard Coverage <input checked="" type="checkbox"/> Collapse Hazard Coverage <input type="checkbox"/>		Each Occurrence \$ 2000000 General Aggregate \$ 2000000 Products - Completed \$ Operations Aggregate
	EXCESS LIABILITY <input type="checkbox"/> Umbrella <input type="checkbox"/> Other	POLICY PERIOD		BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)
		Effective Date	Expiration Date	Each Occurrence \$ Aggregate \$
	Workers' Compensation and Employers Liability	POLICY PERIOD		Part I - Workers Compensation - Statutory
		Effective Date	Expiration Date	Part II - Employers Liability Each Accident \$ Disease - Each Employee \$ Disease - Policy Limit \$
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
75-3024	ALL AUTOS	10-01-2009	10-01-2010	1000000

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certificate Holder

ADDITIONAL INSURED:

If any of the described policies are canceled before their expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Kim Sandello
 Signature of Authorized Representative
 Agent 03/03/2010
 Title _____ Date
 Kim Sandello
 Agent Name
 Telephone Number (909) 945-2459

Agent's Code Stamp
 Agent Code 3024
 AFO Code F420

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/03/2010

PRODUCER (714)285-4800 FAX (714)285-4810

IP Insurance Services
2107 N. Broadway, Suite 108
Santa Ana, CA 92706THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: National Union Fire of Pittsburgh #19445

INSURER B: RSUI Indemnity Company #22314

INSURER C: Everest National ins. Co. #10120

INSURER D: Great American Ins. Company of NY #22136

INSURER E:

INSURED West Coast Structures, Inc
DBA: Western Structures
Western Equipment Connection, LLC
6005 Tyler Street
Riverside, CA 92503

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR
MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	GL23022848	07/09/2009	07/09/2010	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:	GENL AGG \$10,000,000			GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PER POLICY LIMIT			PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
B	EXCESS / UMBRELLA LIABILITY	NHA224459	08/26/2009	07/09/2010	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DEDUCTIBLE				
	<input type="checkbox"/> RETENTION \$				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	7600004374101	01/01/2010	01/01/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	OTHER Leased/Rented Scheduled Equipment	IMP224572700	09/16/2009	09/16/2010	\$20,000 Leased/Rented Any one item/Loss
		\$1,000 DED SPECIAL FORM Incl Theft			\$196,600 Per Schedule ACV

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Verification of Insurance

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR
REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

NOTARY

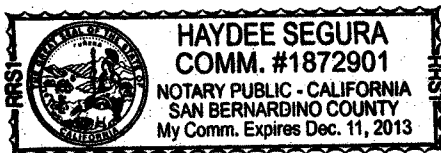
STATE OF CALIFORNIA
RIVERSIDE)

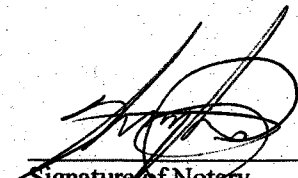
COUNTY OF

On MARCH 2, 2013, before me, HAYDEE SEGURA - NOTARY PUBLIC
Personally appeared BRIAN M. SKATEM () 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)




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.

NON COLLUSION AFFIDAVIT

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____, as Principal and _____, 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 (\$ _____) 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.

BID BOND

WEST COAST STRUCTURES, INC.
DBA: WESTERN STRUCTURES
KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned FIRST NATIONAL INSURANCE COMPANY*, as Principal and WEST COAST STRUCTURES, INC. DBA: WESTERN STRUCTURES, 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 BID dollars (\$10% OF BID) 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. *OF AMERICA

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)**

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of RIVERSIDE

On 3/1/10 before me, R. NAPPI "NOTARY PUBLIC"
(Here insert name and title of the officer)

personally appeared JEREMY PENDERGAST

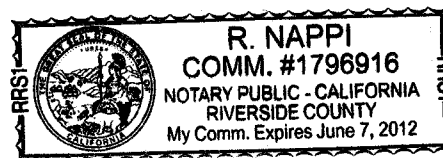
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

R. Nappi
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

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 _____

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.

- 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

IN WITNESS WHEREOF, the undersigned parties have executed this instrument under their several seals this 1st day of MARCH, 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)

WEST COAST STRUCTURES, INC. DBA: WESTERN STRUCTURES

(Proper name of bidder)

By: [Signature]
Signature of Bidder

BRIAN M. STATEM
Print or type Bidder's Name

6005 TYLER ST
Print or type Bidder's Address
RIVERSIDE, CA 92503

(Corporate Seal of Surety)

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

FIRST NATIONAL INSURANCE COMPANY OF AMERICA

Surety
By: [Signature]
Attorney in Fact JEREMY PENDERGAST
STONG SURETY INSURANCE SERVICES

Name and Address of California Agent of
Surety

4850 ARLINGTON AVE
RIVERSIDE, CA 92504
(951) 343-0382
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

POWER
OF ATTORNEY

KNOW ALL BY THESE PRESENTS:

No. 6966

That **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**, a Washington corporation, does hereby appoint

*****ROSEMARY NAPPI; JEREMY PENDERGAST; MICHAEL D. STONG: Riverside, CA*****

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind **FIRST NATIONAL INSURANCE COMPANY OF AMERICA** thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, **FIRST NATIONAL INSURANCE COMPANY OF AMERICA** has executed and attested these presents

this 11th day of January, 2010

Dexter R. Legg

Dexter R. Legg, Secretary

TAMIKOLAJEWSKI

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of
FIRST NATIONAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 1st day of March, 2010



Dexter R. Legg

Dexter R. Legg, Secretary

California Acknowledgment Form

State of California
County of RIVERSIDE } ss.

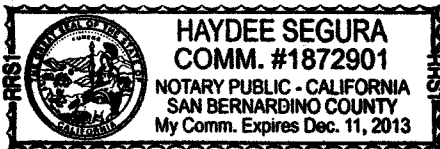
On MARCH 1, 2010 before me, HAYDEE SEGURA - NOTARY PUBLIC,
personally appeared BRIAN M. SKAJEM

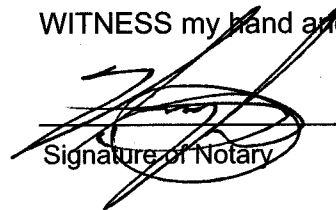
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.

Seal




Signature of Notary

Notes

Please provide information about the document that this form is attached to.
This is not required under California State notary public law.

BID BOND DATED 3-1-10

CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF
COUNTY OF RIVERSIDE
ECONOMIC DEVELOPMENT AGENCY

Date 3-1-10

Bidder Hillcrest Contracting

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 1/2 of 1% of said total bid.

PORTION OF THE WORK	SUBCONTRACTOR	ADDRESS
Slurry Seal	Roy Allen Slurry Seal	11922 Bloomfield A Santa Fe Springs CA
Striping	Chase Co	2200 S. Lugo Av Bloomington CA
Street Lighting	MacKearney Electric	7933 Palmdale Av Highland CA

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 Hillcrest Contracting

Type of Organization Corporation

Signed By [Signature]

Title of Signer President

Address of Bidder 1467 Circle City Dr. Corona CA 92879

Telephone Number 951-273-9600

Contractor's License 471664 Classification A Haz

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: Hillcrest Contracting
Address: 1467 Circle City Dr. Corona CA 92879
Type of Work: Paving, Grading & Concrete Work
Years of Experience: 24

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: Roy Allen Slurry Seal
Address: 11922 Bloomfield Av Santa Fe Springs CA
Contractor License No.: 372798
Class: _____
Type of Work: Slurry Seal
Years of Experience: 40
- 2) Name: Chrupp Co
Address: 2280 S. Latae Av Bloomington CA
Contractor License No.: 374600
Class: C-32
Type of Work: Striping
Years of Experience: 25

Statement of Experience (Continued)

3) Name: Mackenzie Electric

Address: 7933 Palm Av. Highland CA

Contractor License No.: 664 395

Class: _____

Type of Work: Street Lighting

Years of Experience: 15

4) Name: _____

Address: _____

Contractor License No.: _____

Class: _____

Type of Work: _____

Years of Experience: _____

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: Hillcrest Contracting

Contract Amount: \$1092,827.00

Date: _____

Completed: Jan. 2009

Type of Work: Grading, Paving, Concrete & utilities

Owner (Name, Address, & Phone): CO. of Riverside 3133 Mission Inn Riverside 92507

Engineer (Name, Address, & Phone): Jason Plotkin - Resident engineer

Person in Charge of Project (Name & Phone): Jason Plotkin 951-224-3221

Statement of Experience (Continued)

2) Contractor: Hillcrest Contracting

Contract Amount: \$917,970.00

Date Completed: April 2007

Type of Work: Street Improvements

Owner (Name, Address, & Phone): City of Hemet 445 E. Florida Ave Hemet 92543

Engineer (Name, Address, & Phone): VICTOR MONZ 445 E. Florida Ave Hemet 92543

Person in Charge of Project (Name & Phone): VICTOR MONZ 951-765-3847

3) Contractor: Hillcrest Contracting

Contract Amount: \$763,192.00

Date Completed: Sept. 2007

Type of Work: Right Turn Lane

Owner (Name, Address, & Phone): City of Newport Beach 3300 Newport Blvd. Newport 92658

Engineer (Name, Address, & Phone): Steve Luy - Resident Engineer

Person in Charge of Project (Name & Phone): Steve Luy 949-464-3316

4) Contractor: Hillcrest Contracting

Contract Amount: \$2,906,656.00

Date Completed: Jan. 2009

Type of Work: Street Improvements

Owner (Name, Address, & Phone): City of Orange 300 E. Chapman Ave Orange 92866

Engineer (Name, Address, & Phone): Christian Saxe - Resident Engineer

Person in Charge of Project (Name & Phone): Christian Saxe 714-744-5531

STREET IMPROVEMENTS FOR

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

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: Roy Allen Sherry Serl

Contract Amount: 50,000.00

Date Completed: _____

Type of Work: Slurry Seal

Owner (Name, Address, & Phone): CITY OF OCENA, 100 N. COAST Hwy - OCENA, IN

Engineer (Name, Address, & Phone): RON PEDER - 760-435-5016

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

Statement of Experience (Continued)

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

2) Subcontractor: Roy Allen Slaney Seal

Contract Amount: 100,000.00

Date Completed: _____

Type of Work: Slaney Seal

Owner (Name, Address, & Phone): CITY San Dimas 245 E BONITA AV - SAN DIMAS

Engineer (Name, Address, & Phone): John Campbell 909-384-6270

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

3) Subcontractor: Roy Allen Slaney Seal

Contract Amount: 200,000.00

Date Completed: _____

Type of Work: Slaney Seal

Owner (Name, Address, & Phone): CITY OF Corona 400 S. Victoria Ave. Corona, CA

Engineer (Name, Address, & Phone): Barry G. H. A. emi

Person in Charge of Project (Name & Phone): 951-739-4961

4) Subcontractor: Chrisp Co.

Contract Amount: 180,000.00

Date Completed: _____

Type of Work: Striping

Owner (Name, Address, & Phone): CITY Fontana 16849 ORANGE WAY, Fontana, CA

Engineer (Name, Address, & Phone): Todd Hengsberg

Person in Charge of Project (Name & Phone): 909-350-5764

Statement of Experience (Continued)

5) Subcontractor: Chrisp Co

Contract Amount: 16,500.00

Date Completed: _____

Type of Work: Striping

Owner (Name, Address, & Phone): City of Lumberton - 75541 Barton Rd Lumberton, CA

Engineer (Name, Address, & Phone): JARO THAIPEA

Person in Charge of Project (Name & Phone): 909-799-4401

6) Subcontractor: MACOMAR Electric

Contract Amount: 1,865,781.00

Date Completed: _____

Type of Work: F.C.E. Conduit Systems

Owner (Name, Address, & Phone): County Riverside EDA - 1325 Spruce St Riverside, CA

Engineer (Name, Address, & Phone): John. Lisaberg

Person in Charge of Project (Name & Phone): 714-546-7778 2975

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: _____

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)

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.

See enclosed

ANTHONY & ASSOCIATES

Certified Public Accountants

2650 E. Imperial Highway, Suite 300

Brea, California 92821

A. LEE ANTHONY, C.P.A.
WILLIAM R. SIKES, C.P.A.
KARI M. GRIPPI, C.P.A.

Telephone (714) 961-1661
Fax (714) 961-8607

Hillcrest Contracting, Inc.
P.O. Box 1898
Corona, CA 92878

We have compiled the accompanying balance sheet of Hillcrest Contracting, Inc. as of November 30, 2009 and the related statement of income for the one month and eleven months then ended and the supplementary information, which is presented only for supplementary analysis purposes, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements and supplementary schedules information that is the representation of management. We have not audited or reviewed the accompanying financial statements and supplementary schedules and, accordingly, do not express an opinion or any other form of assurance on them.

"S" Corporation income is passed through and taxed on the shareholder's personal income tax returns. As such, no income taxes are payable by, or provided for by the "S" corporation except for a 1.5% tax imposed by the Franchise Tax Board. Anticipated stockholder distributions reflect management's intention to distribute amounts to its stockholders to pay income taxes on pass-through income.

Management has elected to omit substantially all of the disclosures and the statement of cash flows required by generally accepted accounting principles. If the omitted disclosures and the statement of cash flows were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of operations and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.



December 15, 2009

Hillcrest Contracting, Inc.

Balance Sheet

November 30, 2009

ASSETS

CURRENT ASSETS

1010	Cash And Cash Equivalents	\$ 3,897,322.73
1225	Accounts Receivable	5,384,290.35
1226	Retentions Receivable	1,789,350.66
1227	Allowance for Doubtful Accounts	(1,752,804.63)
1280	Unbilled Work In Progress	778,933.00
1351	Prepaid Franchise Tax	<u>71,069.00</u>

Total Current Assets **\$ 10,168,161.11**

OTHER ASSETS

Total Other Assets **0.00**

Total Assets **\$ 10,168,161.11**

See Accompanying Accountants' Compilation Report

Hillcrest Contracting, Inc.

Balance Sheet

November 30, 2009

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES

2100	Accounts Payable	\$ 2,412,357.40
2101	Retentions Payable	811,589.01
2180	Billings In Excess	1,021,896.00
2575	Deferred Franchise Tax	49,622.59
2690	Anticipated Distributions - Current	40,404.59
27XX	Accrued Expenses	<u>59,681.51</u>

Total Current Liabilities \$ 4,395,551.10

LONG-TERM LIABILITIES

2790	Anticipated Withdrawals - Long Term	700,000.00
------	-------------------------------------	------------

Total Long-Term Liabilities 700,000.00

Total Liabilities 5,095,551.10

STOCKHOLDERS' EQUITY

3000	Common Stock	5,000.00
3001	Paid In Capital	272,168.02
30XX	"S" Corporation Distributions	(518,171.88)
3005	Retained Earnings	6,527,182.32
	Net Income	<u>(1,213,568.45)</u>

Total Stockholders Equity 5,072,610.01

Total Liabilities And Stockholders' Equity \$ 10,168,161.11

Hillcrest Contracting, Inc.
Income Statement
For The One Month And Eleven Months Ended November 30, 2009

	CURRENT PERIOD	%	YEAR TO DATE	%
INCOME				
3400 Earned Contract Revenue	\$ 1,221,095.98	56.4	\$22,443,610.65	96.8
3410 WIP Adjustment	944,191.00	43.6	736,525.00	3.2
Total Income	2,165,286.98	100.0	23,180,135.65	100.0
COST OF EARNED REVENUE				
4000 Labor	488,128.35	22.5	4,807,036.01	20.7
4010 Materials	645,681.45	29.8	4,194,379.18	18.1
4015 Transportation	13,090.97	0.6	158,021.87	0.7
4020 Equipment	170,480.95	7.9	2,157,940.78	9.3
4030 Subcontract	658,966.97	30.4	8,884,530.43	38.3
4040 Miscellaneous Outside Services	131,320.89	6.1	1,148,048.32	5.0
Total Cost Of Earned Revenue	2,107,669.58	97.3	21,349,956.59	92.1
Gross Margin	57,617.40	2.7	1,830,179.06	7.9
49XX INDIRECT COSTS	40,576.68	1.9	797,844.32	3.4
Contribution Margin	17,040.72	0.8	1,032,334.74	4.5
6025 OFFICERS' COMPENSATION	0.00	0.0	160,000.00	0.7
60XX OTHER GENERAL & ADMINISTRATIVE EXPENSE	180,519.77	8.3	2,536,232.83	10.9
Income From Operations	(163,479.05)	(7.5)	(1,663,898.09)	(7.2)
OTHER INCOME (EXPENSE)	140,577.40	6.5	444,669.64	1.9
Income Before Income Taxes	(22,901.65)	(1.1)	(1,219,228.45)	(5.3)
8015 Prior Year Tax	0.00	0.0	(5,660.00)	0.0
Total Provision For Income Tax	0.00	0.0	(5,660.00)	0.0
NET INCOME (LOSS)	\$ (22,901.65)	(1.1)	\$ (1,213,568.45)	(5.2)

See Accompanying Accountants' Compilation Report

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	24,000.00	24,000.00
2	Storm Water Pollution Prevention Plan & NOI	LS	1	3100.00	3100.00
3	Traffic Control	LS	1	9000.00	9000.00
4	Clearing and Grubbing	LS	1	15,000.00	15,000.00
5	Remove AC Pavement and Base	SF	9,100	1.62	14,742.00
6	Remove AC Driveway	SF	2,200	1.06	2332.00
7	Remove Concrete (Curb and Gutter)	LF	786	5.50	4323.00
8	Remove Concrete Sidewalk	SF	1,293	1.03	1331.79
9	Remove Concrete Slab	SF	90	0.74	66.60
10	Remove Concrete Driveway	SF	3,800	1.10	4180.00
11	Remove Cross Gutter	SF	2,820	2.30	6486.00
12	Remove Chain Link Fence	LF	50	20.00	1000.00

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	110.00	2750.00
14	Remove and Salvage Bus Bench	EA	1	330.00	330.00
15	Remove Abandoned Service Cabinet	EA	1	330.00	330.00
16	Remove, Salvage, and Reuse Portions of Wrought Iron Fence	LF	51	25.00	1275.00
17	Construct Type A-6 Curb per County of Riverside Std. Plan No. 200	LF	194	17.30	3356.20
18	Construct Type D Curb per County of Riverside Std. Plan No. 204	LF	50	15.00	750.00
19	Construct Concrete Cross-Gutter per County of Riverside Std. Plan No. 209 and as shown on plans	SF	3,670	10.20	37,434.00
20	Construct Curb Ramp, Case A, per County of Riverside Std. Plan No. 403	EA	2	2500.00	5000.00
21	Construct PCC Sidewalk per County of Riverside Std. Plan No. 401	SF	12,100	3.60	43,560.00
22	Construct Driveway Approach per County of Riverside Std. Plan No. 207	EA	25	940.00	23,500.00
23	Construct Driveway Approach per County of Riverside Std. Plan No. 207A	EA	1	2500.00	2500.00
24	Construct PCC Driveway Pavement, 0.5' thick	SF	1,200	5.60	6720.00
25	Construct AC Driveway Pavement, 0.3' thick	TON	23	300.00	6900.00
26	Replace Pavement Section in kind, 0.25' AC over 0.5' AB min	SF	8,500	5.40	45,900.00
27	Grade Dirt Driveway	SF	514	1.73	889.22

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	2000.00
29	Adjust Gas Valve Meter Box Frame and Cover to Grade	EA	1	200.00	200.00
30	Adjust Water Valve Box Frame and Cover to Grade	EA	3	50.00	150.00
31	Adjust Water Meter to Grade per Riverside Community Services District (RCSD) Design Standards	EA	4	50.00	200.00
32	Adjust Fire Hydrant to Grade	EA	1	1600.00	1600.00
33	Adjust Traffic Signal Pull Box to Grade	EA	1	200.00	200.00
34	Relocate Roadside Sign	EA	7	105.00	735.00
35	Relocate Backflow Prevention Valve	EA	1	1150.00	1150.00
36	Furnish & Install appurtenances necessary for streetlights (including conduits, service meter, hand holes, trenches) per SCE approved electrical plan	LS	1	145,000.00	145,000.00
37	Apply 1 coat of Type II slurry seal over roadway	SF	189,000	24	45,360.00
38	Signing and Striping	LS	1	10,000.00	10,000.00
39	Construct modified longitudinal gutter per SPPWC Std Plan 122-1 and as shown on the plans.	LF	133	21.00	2793.00

TOTAL SUM BID, ITEMS 1 THROUGH 39: Four Hundred Seventy
Words

Six Thousand, One Hundred Forty Three (\$ 476,143.81)
+ 01/100 Dollars
Figures

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: Rubidoux BLVD, Date Visited: 2-26-10

Bidder's Authorized Representative

Signature

Name (Print)

Title (Print)

Glenn J. Salisbury
President

STATEMENT ON BONDS AND INSURANCE

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

Glenn J. Saltsbury - President
Einer G. Lindholm - Vice President / Secretary
14147 Circle City Dr. Corona CA 92879

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

Bonding: Fidelity & Deposit Company of Maryland
801 N. Brand Blvd. Suite Penthouse Glendale CA 91203
Bonding Agent: Culbertson Insurance Service
5500 E. Santa Ana Canyon Rd. Anaheim CA 92807

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

Arroyo / Knauft Insurance Services
2900 West Broadway
Los Angeles, CA 90041

NON-COLLUSION AFFIDAVIT

The Bidder's authorized representative Glenn J. Salisbury, being first
duly sworn, deposes and states that he/she is President (Title) of
Hillcrest Contracting (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: Hillcrest Contracting

By: [Signature]
(Authorized Representative, Written Signature)

Glenn J. Salisbury
(Authorized Representative, Typed or Printed Name)

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

Corporation organized
under the laws of the
State of: California

JURAT

State of California
County of Riverside

Subscribed and sworn to (or affirmed) before me

This 2nd Day of March 2010 by, _____

Glenn J. Salsbury

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



Michelle Santiago, 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 of this form to another document.

Description of Attached Document : Non-Collusion Affidavit

Document Date: _____ Pages: _____

Signer(s) Other Than Named Above None

NOTARY

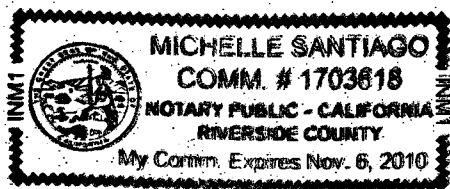
STATE OF California
Riverside)

COUNTY OF

On March 2, 2010 before me, Michelle Santiago,
Personally appeared Glenn J. Salisbury (☒ 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)



Michelle Santiago
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

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned HILLCREST CONTRACTING, INC., as Principal and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, 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 AMOUNT 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 5TH 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)

HILLCREST CONTRACTING, INC.

(Proper name of bidder)

By: 

Signature of Bidder

Glenn J. Salsbury-President

Print or type Bidder's Name

1467 CIRCLE CITY DR.
CORONA, CA 92879

Print or type Bidder's Address

(Corporate Seal of Surety)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Surety

By: 

Attorney in Fact, RICHARD A. COON

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

CULBERTSON INSURANCE SERVICES, INC.

Name and Address of California Agent of
Surety

5500 E. SANTA ANA CANYON ROAD #201
ANAHEIM, CA 92807
(714) 921-0530

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 Orange }

On 2/5/10

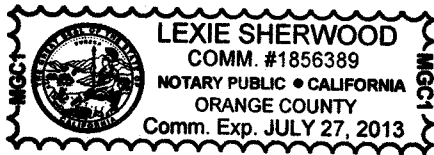
Date

before me, Lexie Sherwood, Notary Public

Here Insert Name and Title of the Officer

personally appeared Richard A. Coon

Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature

Signature of Notary Public

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

Top of thumb here

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

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Richard A. COON, Charles L. FLAKE, David L. CULBERTSON and Lexie SHERWOOD, all of Anaheim, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: ~~any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.~~ This power of attorney revokes that issued on behalf of Richard A. COON, Charles L. FLAKE, David L. CULBERTSON, Matthew P. FLAKE, Lexie SHERWOOD, dated November 7, 2005.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 15th day of November, A.D. 2006.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Eric D. Barnes

Assistant Secretary

William J. Mills

By:

William J. Mills

Vice President

State of Maryland } ss:
City of Baltimore }

On this 15th day of November, A.D. 2006, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2011

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

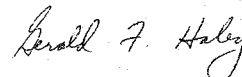
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 5TH day of FEBRUARY, 2010.



Assistant Secretary

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California
County of Riverside

ON March 2, 2010 before me, Michelle Santiago, Notary Public, personally appeared
Date Here Insert Name and title of the Officer

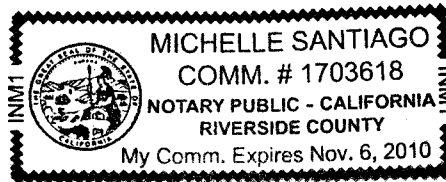
Glenn J. Salsbury, who proved to me on the basis of satisfactory evidence to be the
Name(s) of Signer(s)

person whose name is subscribed to the within instrument and acknowledged to me that
he executed the same in his authorized capacity, and that by his signature on the
instrument the person or entity upon behalf of which the person acted, executed the
instrument.

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

Witness my hand and official seal

Michelle Santiago
Signature of Notary Public
Michelle Santiago, Notary Public



OPTIONAL

*Though law does not require the information below, it may prove valuable to persons
relying on the document and could prevent fraudulent removal of this form to another
document.*

Description of Attached Document: Bid Bond

Document Date: February 5, 2010

Number of Pages: _____

Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer

Signer's Name: Glenn J. Salsbury

☐ Individual

☒ Corporate Officer – Title(s): President

☐ Partner - ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer is Representing: **HILLCREST CONTRACTING, INC.**

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 3-3-2010

Bidder B+T Works, 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 1/2 of 1% of said total bid.

PORTION OF THE WORK	SUBCONTRACTOR	ADDRESS
<u>33, 36 Electrical</u>	<u>Competitive Edge Electric</u>	<u>Highland</u>
<u>34, 38 Striping</u>	<u>J.P. Striping</u>	<u>Beaumont</u>
<u>37 Slurry</u>	<u>FJS Asphalt</u>	<u>Fallbrook</u>

**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 B+T Works, Inc

Type of Organization Corp

Signed By Giovanni aneri

Title of Signer C.E.O

Address of Bidder 23905 Clinton Keith rd Ste 114-351, Wildomar, CA 92595

Telephone Number 951-775-6617

Contractor's License 784833 Classification A

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: B+T Works, Inc

Address: 23905 Clinton Keith Rd. Ste 114-351 Wildomar, CA

Type of Work: All civil engineering

Years of Experience: 16 yrs

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: _____

Address: _____

Contractor License No.: _____

Class: _____

Type of Work: _____

Years of Experience: _____

2) Name: _____

Address: _____

Contractor License No.: _____

Class: _____

Type of Work: _____

Years of Experience: _____

STREET IMPROVEMENTS FOR

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

BD-9

Statement of Experience (Continued)

3) Name: _____

Address: _____

Contractor License No.: _____

Class: _____

Type of Work: _____

Years of Experience: _____

4) Name: _____

Address: _____

Contractor License No.: _____

Class: _____

Type of Work: _____

Years of Experience: _____

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: B+T Works, Inc

Contract Amount: 220 K

Date: JAN-07

Completed: JAN-07

Type of Work: Road work medians R+R

Owner (Name, Address, & Phone): City of Riverside, Riverside CA, 951-712-4970

Engineer (Name, Address, & Phone): Don buheanon

Person in Charge of Project (Name & Phone): Don buheanon

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

BD-10

Statement of Experience (Continued)

2) Contractor: B+T Works, Inc

Contract Amount: 250 K

Date Completed: County of L.A

Type of Work: Road widening

Owner (Name, Address, & Phone): S.S.-E Electrical

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): Bruce DAVIS, MARK - 562-462-0700

3) Contractor: B+T Works, Inc

Contract Amount: 275 K

Date Completed: 4-09

Type of Work: Road work, paving + underground culvert

Owner (Name, Address, & Phone): Caltrans DIST-8

Engineer (Name, Address, & Phone): Vu Nguyen, SAN BERNARDINO

Person in Charge of Project (Name & Phone): Vu Nguyen - 951-232-3784

4) Contractor: B+T Works, Inc

Contract Amount: 375 K

Date Completed: 2-2010

Type of Work: Road work, Grading, walls, sidewalk, Ramps

Owner (Name, Address, & Phone): CITY of LA QUINCY

Engineer (Name, Address, & Phone): Leonard St. Sumner, 760-275-2143

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

Statement of Experience (Continued)

5) Contractor: BAT Works, Inc

Contract Amount: 150 K

Date Completed: 12-2009

Type of Work: Slope Repair, PAVING, concrete

Owner (Name, Address, & Phone): City of Huntington Beach

Engineer (Name, Address, & Phone): Duane Wentworth 714-536-5517

Person in Charge of Project (Name & Phone): Duane Wentworth

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: _____

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): _____

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

BD-13

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: _____

Address: _____

Type of Work: _____

Years of Experience: _____

Capacity (Title): _____

2) Name: _____

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

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	12,000. ⁰⁰	12,000. ⁰⁰
2	Storm Water Pollution Prevention Plan & NOI	LS	1	5,000. ⁰⁰	5,000. ⁰⁰
3	Traffic Control	LS	1	8,000. ⁰⁰	8,000. ⁰⁰
4	Clearing and Grubbing	LS	1	7,500. ⁰⁰	7,500. ⁰⁰
5	Remove AC Pavement and Base	SF	9,100	2. ⁰⁰	18,200. ⁰⁰
6	Remove AC Driveway	SF	2,200	1.8 ⁰⁰	3,960. ⁰⁰
7	Remove Concrete (Curb and Gutter)	LF	786	7.25	5,698.50
8	Remove Concrete Sidewalk	SF	1,293	1.5 ⁰⁰	1,939.5 ⁰⁰
9	Remove Concrete Slab	SF	90	3. ⁰⁰	270. ⁰⁰
10	Remove Concrete Driveway	SF	3,800	2.35	8,930. ⁰⁰
11	Remove Cross Gutter	SF	2,820	3.6 ⁰⁰	10,152. ⁰⁰
12	Remove Chain Link Fence	LF	50	20. ⁰⁰	1,000. ⁰⁰

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
13	Remove and Relocate Mail Box	EA	25	250. ⁰⁰	6250. ⁰⁰
14	Remove and Salvage Bus Bench	EA	1	500. ⁰⁰	500. ⁰⁰
15	Remove Abandoned Service Cabinet	EA	1	200. ⁰⁰	200. ⁰⁰
16	Remove, Salvage, and Reuse Portions of Wrought Iron Fence	LF	51	110. ⁰⁰	5610. ⁰⁰
17	Construct Type A-6 Curb per County of Riverside Std. Plan No. 200	LF	194	18. ⁰⁰	3492. ⁰⁰
18	Construct Type D Curb per County of Riverside Std. Plan No. 204	LF	50	16. ⁰⁰	800. ⁰⁰
19	Construct Concrete Cross-Gutter per County of Riverside Std. Plan No. 209 and as shown on plans	SF	3,670	8.50	31,195. ⁰⁰
20	Construct Curb Ramp, Case A, per County of Riverside Std. Plan No. 403	EA	2	3600. ⁰⁰	7200.⁰⁰ 7200. ⁰⁰
21	Construct PCC Sidewalk per County of Riverside Std. Plan No. 401	SF	12,100	4.25	51,425.⁰⁰ 51,425. ⁰⁰
22	Construct Driveway Approach per County of Riverside Std. Plan No. 207	EA	25	2200. ⁰⁰	55,000. ⁰⁰
23	Construct Driveway Approach per County of Riverside Std. Plan No. 207A	EA	1	3600. ⁰⁰	3600. ⁰⁰
24	Construct PCC Driveway Pavement, 0.5' thick	SF	1,200	5.25	6,300. ⁰⁰
25	Construct AC Driveway Pavement, 0.3' thick	TON	23	140. ⁰⁰	3,220. ⁰⁰
26	Replace Pavement Section in kind, 0.25' AC over 0.5' AB min	SF	8,500	3.25	27,625. ⁰⁰
27	Grade Dirt Driveway	SF	514	1.25	642.50

**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	76.00	3,800.00
29	Adjust Gas Valve Meter Box Frame and Cover to Grade	EA	1	150.00	150.00
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	450.00	1,800.00
32	Adjust Fire Hydrant to Grade	EA	1	1200.00	1200.00
33	Adjust Traffic Signal Pull Box to Grade	EA	1	400.00	400.00
34	Relocate Roadside Sign	EA	7	250.00	1,750.00
35	Relocate Backflow Prevention Valve	EA	1	1500.00	1500.00
36	Furnish & Install appurtenances necessary for streetlights (including conduits, service meter, hand holes, trenches) per SCE approved electrical plan	LS	1	115,790.00	115,790.00
37	Apply 1 coat of Type II slurry seal over roadway	SF	189,000	50,000.00 0.26	49,140.00
38	Signing and Striping	LS	1	18,925.00	18,925.00
39	Construct modified longitudinal gutter per SPPWC Std Plan 122-1 and as shown on the plans.	LF	133	21.00	2793.00

TOTAL SUM BID, ITEMS 1 THROUGH 39: four hundred eighty -

Three Thousand Two hundred fifty seven.50 Words
 (\$ 483,257.50)

Figures

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: Rubidoux Blvd Date Visited: 3-2-2010

Bidder's Authorized Representative



Signature

Gio Nanes

Name (Print)

C. E. O

Title (Print)

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

BD-28

STATEMENT ON BONDS AND INSURANCE

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

Giovanni M. M. own 100 % of the
Stock for B + T Works inc And is the
only corporate officer.
thanks JPL

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

Corvus Stone Surety
951-296-6800

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

Corvus Stone Surety
951-296-6800

NON-COLLUSION AFFIDAVIT

The Bidder's authorized representative GIovanni nanci, being first duly sworn, deposes and states that he/she is C.E.O (Title) of B+T Works, 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:

B+T Works, Inc.

By:

[Signature]

(Authorized Representative, Written Signature)

GIovanni nanci

(Authorized Representative, Typed or Printed Name)

Title:

C.E.O

[Individual, Partner, Corporate Officer (Title)]

Corporation organized
under the laws of the
State of: CA

NOTARY

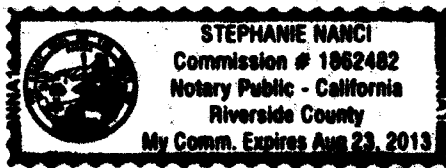
STATE OF California
Riverside)

COUNTY OF

On March 2, 2010 before me Stephanie Nanci, Notary Public
Personally appeared Giovanni Nanci ☒ 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.

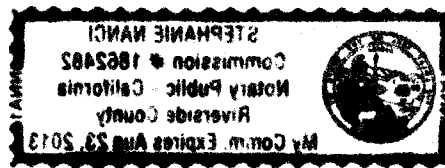
Witness my hand and official seal.

(Notary Seal)



Stephanie Nanci
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

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned B&T Works, Inc., as Principal and Western 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 Amount 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 26th 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)

B&T Works, Inc.

(Proper name of bidder)

By: _____

Signature of Bidder

Print or type Bidder's Name

23905 Clinton Keith Rd. #114-351

Print or type Bidder's Address
Wildomar, CA 92595

(Corporate Seal of Surety)

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

Western Insurance Company

Surety

By: _____

Attorney in Fact Melody L. Spaur

Cornerstone Surety and Insurance Agency, Inc.

Name and Address of California Agent of
Surety

43391 Business Park Dr., Ste. C-6

Temecula, CA 92590

(951) 296-6800

Telephone Number of California Agent

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

WESTERN INSURANCE COMPANY
POWER OF ATTORNEY

328593

KNOW ALL MEN BY THESE PRESENTS: That WESTERN INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Nevada and having its principal office at the City of Reno, in the State of Nevada, does hereby constitute and appoint

Melody L. Spaur,
Karen A. Eby, John A. Ruiz

Of the STATE OF NEVADA its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons; guaranteeing the performance of contracts; and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, the said WESTERN INSURANCE COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary, this 19th day of June, 2006.

WESTERN INSURANCE COMPANY



(Signed) By [Signature] President

(Signed) By Carol B. Ingalls Secretary

STATE OF NEVADA)

SS:

COUNTY OF WASHOE)

On this 19th day of June, 2006, before me personally came DICK L. ROTTMAN, PRESIDENT of the WESTERN INSURANCE COMPANY and CAROL B. INGALLS, SECRETARY of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said DICK L. ROTTMAN and CAROL B. INGALLS were respectively the PRESIDENT and the SECRETARY of the said WESTERN INSURANCE COMPANY, the corporation described in which executed the foregoing Power of Attorney, that they each had the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as PRESIDENT and SECRETARY, respectively, of the Company.

My Commission expires the 31st day of March, 2010.



(Signed) [Signature] Patricia A. Letson Notary Public

This Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of the WESTERN INSURANCE COMPANY on June 19, 2006.

RESOLVED, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by person or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) 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, jointly with the Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and, unless subsequently revoked and subject to any limitations set forth therein, 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 validly attached.

RESOLVED, that Attorney(s)-in-Fact shall have the power and authority, unless subsequently revoked and, in any case, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, CAROL B. INGALLS, Secretary of the WESTERN INSURANCE COMPANY, do hereby certify that the foregoing is a true excerpt from the Resolution of the said Company as adopted by its Board of Directors on June 19, 2006 and that this Resolution is in full force and effect.

I, the undersigned Secretary of the WESTERN INSURANCE COMPANY do hereby certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Testimony Whereof, I have hereunto set my hand and the seal of the WESTERN INSURANCE COMPANY on this

20 day of February, 2010

Carol B. Ingalls
Secretary



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of

Riverside

SS.

On

20 February 2010

Before Me

K. A. EBY

, a Notary Public

Name of Notary Public

Melody L. Spaur

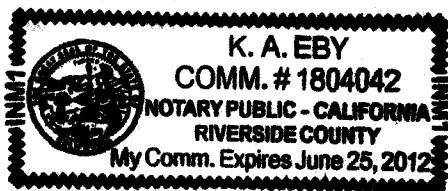
Personally Appeared

Name(s) of Signer(s)



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.

Notary Stamp

[Signature]

Signature of Notary Public

1804042 6/25/12

License Number

Expires

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 our Type of Document: _____

Document Date: _____

Number of Pages _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signers Name: _____



Individual:



Corporate Officer - Title(s):



Partner -



Limited



General



Attorney-in-fact



Trustee



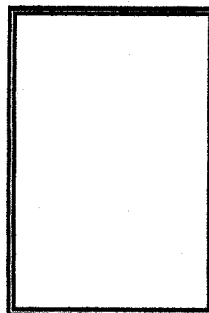
Guardian or Conservator



Other: _____

Signer is Representing _____

Right Thumb Print
of Signer 1



Right Thumb Print
of Signer 2

