

## CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF  
COUNTY OF RIVERSIDE  
ECONOMIC DEVELOPMENT AGENCY

Date 3-3-2010

Bidder LANDMARK SITE  
CONTRACTORS

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:

EDISON DWGS -  
Addendum No. \_\_\_\_\_ Date 2-19-2010

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
Striping	ORANGE COUNTY STRIPING	ORANGE, CA
Slurry Seal	ROY ALLAN	SANTA FE SPRINGS, CA
Electrical	MACKENZIE ELECTRIC	HIGHLAND, CA

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

BD-7

### AWARD OF CONTRACT

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

### BID GUARANTEE

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

Name of Bidder      Landmark Site Contractors

Type of Organization      Corporation

Signed By



Title of Signer      William D. Rash III - Vice President

Address of Bidder      314 E. 3rd Street Perris, CA 92570

Telephone Number      951-940-4899

Contractor's License      729500      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: Landmark Site Contractors

Address: 314 E. 3rd Street Perris, CA 92570

Type of Work: Demolition, Grading, Concrete, Paving, Underground, Masonry

Years of Experience: 13+

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 ALLAN SLURRY SEAL

Address: 11922 BLOOMFIELD AVE. SANTA FE SPRINGS

Contractor License No.: 372798

Class: C-12

Type of Work: Slurry Seal

Years of Experience: 34

2) Name: ORANGE COUNTY STRIPING

Address: 183 N. PIXLEY ST. ORANGE, CA

Contractor License No.: 346095

Class: C-32

Type of Work: Striping & Signage

Years of Experience: 40

**Statement of Experience (Continued)**

3) Name: MACKENZIE ELECTRIC

Address: 7933 FARM AVE HIGHLAND, CA

Contractor License No.: 664395

Class: C-10

Type of Work: Electrical

Years of Experience: 17

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: See attached "Completed Contracts"

Contract Amount: \_\_\_\_\_

Date \_\_\_\_\_

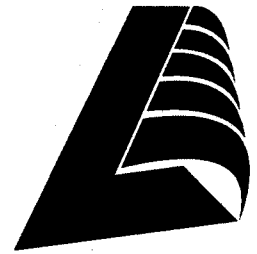
Completed: \_\_\_\_\_

Type of Work: \_\_\_\_\_

Owner (Name, Address, & Phone): \_\_\_\_\_

Engineer (Name, Address, & Phone): \_\_\_\_\_

Person in Charge of Project (Name & Phone): \_\_\_\_\_



*Landmark*  
*Pile Contractors*  
*General Engineering Contractor*  
*License # 729500 - A*

## Completed Contracts

1. Owner' s Name: City of Corona – Parks & Rec. Recent / Similar  
Contact Person: Mr. Mark Wills  
Address of Owner: 921 S. Belle Ave – Corona – CA  
Telephone Number: (951) 279-3755  
Project Title: Buena Vista Park  
Project Description: Curb & Gutter, Sidewalk, Cross Gutters, Storm Drain, Sewer, Water, Demolition  
Completed: May, 2005  
Project Cost: \$ 1,260,000.00
2. Owner' s Name: City of La Quinta – Redevelopment Recent / Similar  
Contact Person: Mr. John Przybyszewski (“ John P.” )  
Address of Owner: C/O Heinbuch Golf. – Canyon Lake, CA – Construction Manager  
Telephone Number: (951) 244-2475  
Project Title: Silver Rock Resort – Maintenance Facility & Clubhouse  
Project Description: Masonry, Wet Utilities, Site Concrete, Paving, Mass Grading, Demolition  
Completed: June, 2005  
Project Cost: \$ 2,200,000.00
3. Owner' s Name: Riverside County EDA Recent / Similar  
Contact Person: Natalia Mory  
Address of Owner: P.O. Box 1180 – Riverside – CA  
Telephone Number: (951) 955-6046  
Project Title: La Ladera Park – Menifee, CA  
Project Description: Site Concrete, Wet Utilities, Paving, Grading, Masonry, Demolition  
Completed: November, 2005  
Project Cost: \$ 1,400,000.00
4. Owner' s Name: UCLA Recent / Similar  
Contact Person: Sean O’ Melia  
Address of Owner: 731 Charles E. Young Dr. Los Angeles, CA  
Telephone Number: (310) 825-4740  
Project Title: Spaulding Field Turf Renovation  
Project Description: Site Concrete, Wet Utilities & Grading  
Completed: April, 2006  
Project Cost: \$ 365,000.00

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|----|----------------------|---|------------------|
| 5. | Owner' s Name:       | BMLA c/o Pat & Roger Miller   | Recent / Similar |
|    | Contact Person:      | Baxter Miller   |                  |
|    | Address of Owner:    | 310 N Joy St, Corona - CA   |                  |
|    | Telephone Number:    | (951) 737-1124  |                  |
|    | Project Title:       | Rimpau Park   |                  |
|    | Project Description: | Site Concrete, Wet Utilities, Paving, Grading, Masonry, Electrical, Demoliton |                  |
|    | Completed:           | May, 2006   |                  |
|    | Project Cost:        | \$ 990,000.00   |                  |
| 6. | Owner' s Name:       | City of Palm Desert   | Recent / Similar |
|    | Contact Person:      | Ryan Gayler   |                  |
|    | Address of Owner:    | 73-510 Fred Waring Dr. Palm Desert - CA                                       |                  |
|    | Telephone Number:    | (760) 346-0611  |                  |
|    | Project Title:       | Portola Ave. Median   |                  |
|    | Project Description: | Site Concrete, Paving & Grading   |                  |
|    | Completed:           | September, 2006   |                  |
|    | Project Cost:        | \$ 144,000.00   |                  |
| 7. | Owner' s Name:       | City of Hemet   | Recent / Similar |
|    | Contact Person:      | Victor Monz   |                  |
|    | Address of Owner:    | 443 E. Florida Ave. Hemet - CA  |                  |
|    | Telephone Number:    | (951) 765-3847  |                  |
|    | Project Title:       | Downtown Park & Ride  |                  |
|    | Project Description: | Site Concrete, Wet Utilities, Paving, Grading, Masonry, Demolition            |                  |
|    | Completed:           | October, 2006   |                  |
|    | Project Cost:        | \$ 337,000.00   |                  |
| 8. | Owner' s Name:       | City of San Jacinto or Chuck Peebles  | Recent / Similar |
|    | Contact Person:      | Eric Skaugset   |                  |
|    | Address of Owner:    | San Jacinto - CA  |                  |
|    | Telephone Number:    | (951) 487-7330  |                  |
|    | Project Title:       | Soboba Rd. Energy Dissipater  |                  |
|    | Project Description: | Site Concrete, Grading & Demolition   |                  |
|    | Completed:           | November, 2006  |                  |
|    | Project Cost:        | \$ 275,000.00   |                  |

9.      Owner' s Name:      City of Perris      Recent / Similar  
         Contact Person:      Mr. Mike Morales  
         Address of Owner:      101 N. D St. - Perris, CA  
         Telephone Number:      (951) 956-2120  
         Project Title:      Council Chambers Site Work  
         Project Description:      Wet Utilities, Site Concrete, Paving, Grading, Landscape & Electrical  
         Completed:      August, 2007  
         Project Cost:      \$ 750,000.00
10.     Owner' s Name:      County of Riverside - EDA      Recent / Similar  
         Contact Person:      ARILLIO GOZALES  
         Address of Owner:  
         Telephone Number:      (951) 955-8916  
         Project Title:      Windsong, Heritage & Perret Parks  
         Project Description:      Site Concrete, Paving, Grading, Playgrounds, Landscape, Electrical,  
                                      Demolition  
         Completed:      August, 2007  
         Project Cost:      \$ 3,500,000.00
11.     Owner' s Name:      City of Murrieta      Recent / Similar  
         Contact Person:      Harold Meyers  
         Address of Owner:      26442 Beckman Ct. - Murrieta, CA  
         Telephone Number:      (951) 461-6116  
         Project Title:      Mira Mosa Park  
         Project Description:      Site Concrete, Paving, Grading, Masonry, Electrical & Landscape  
         Completed:      September, 2007  
         Project Cost:      \$ 441,000.00
12.     Owner' s Name:      County of San Bernardino      Recent / Similar  
         Contact Person:      Mr. Dan Hartzell  
         Address of Owner:      385 North Arrowhead Ave. - San Bernardino, CA  
         Telephone Number:      (909) 387-5303  
         Project Title:      Parking Lot Expansion at the Morongo Law & Justice Bldg.  
         Project Description:      Site Concrete, Paving, Grading, Electrical, Demolition  
         Completed:      September, 2007  
         Project Cost:      \$ 462,272.00

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| 13. | <p>Owner' s Name: City of San Jacinto</p> <p>Contact Person: Eric Skaugset or Chuck Peebles</p> <p>Address of Owner: San Jacinto - CA</p> <p>Telephone Number: (951) 487-7330</p> <p>Project Title: Downtown Sidewalk Repair</p> <p>Project Description: Various Locations of R&amp;R and AC Paving</p> <p>Completed: October, 2007</p> <p>Project Cost: \$ 470,074.00</p>   | Recent / Similar |
| 14. | <p>Owner' s Name: City of Stanton</p> <p>Contact Person: Mr. Dane Bennett</p> <p>Address of Owner: 7800 Katella Ave. Stanton, CA</p> <p>Telephone Number: (714) 379-9222</p> <p>Project Title: Stanton Park Renovation</p> <p>Project Description: Playground, Site Concrete, Grading, Landscape &amp; Electrical</p> <p>Completed: September, 2007</p> <p>Project Cost: \$ 738,052.00</p>                                       | Recent / Similar |
| 15. | <p>Owner' s Name: City of Corona - Parks &amp; Rec.</p> <p>Contact Person: Mark Wills</p> <p>Address of Owner: 921 S. Belle Ave. - Corona, CA</p> <p>Telephone Number: (951) 279-3755</p> <p>Project Title: Jameson Park Site Construction</p> <p>Project Description: Site Concrete, Wet Utilities, Paving, Grading, Landscape, Electrical, Demolition</p> <p>Completed: October, 2007</p> <p>Project Cost: \$ 1,606,000.00</p> | Recent / Similar |
| 16. | <p>Owner' s Name: City of Corona - Parks &amp; Rec.</p> <p>Contact Person: Mark Wills</p> <p>Address of Owner: 921 S. Belle Ave. - Corona, CA</p> <p>Telephone Number: (951) 279-3755</p> <p>Project Title: Santana Park Site Construction</p> <p>Project Description: Site Concrete, Paving, Grading &amp; Electrical</p> <p>Completed: October, 2007</p> <p>Project Cost: \$ 509,509.00</p>                                    | Recent / Similar |



17. Owner' s Name: City of Upland Recent / Similar  
Contact Person: Alex Qishta  
Address of Owner: 1370 N. Benson Ave. Upland, CA  
Telephone Number: (909) 291-2972  
Project Title: San Antonio Park Renovation Phase III  
Project Description: Site Concrete, Paving, Grading, Masonry, Electrical, Landscape,  
Demolition  
Projected Completion: December, 2007  
Project Cost: \$ 2,193,000.00
18. Owner' s Name: City of Perris Recent / Similar  
Contact Person: Mr. Mike Morales  
Address of Owner: 101 N. D St. - Perris, CA  
Telephone Number: (951) 956-2120  
Project Title: D Street Renovation - Phase III  
Project Description: Concrete Pavers, Site Concrete, Paving, Grading, Landscape, Electrical  
Demolition  
Completed: April, 2008  
Project Cost: \$ 1,113,728.00
19. Owner' s Name: City of Hemet Recent / Similar  
Contact Person: Victor Monz  
Address of Owner: 445 E. Florida Ave. Hemet, CA  
Telephone Number: (951) 765-3847  
Project Title: Mary Henley Park & Stoney Mountain Park  
Project Description: Site Concrete, Paving, Grading, Masonry, Electrical, Landscape,  
Demoliton  
Completed: June, 2008  
Project Cost: \$ 660,000.00
20. Owner' s Name: North Orange County Community College Dist. Recent / Similar  
Contact Person: HAROLD ABELN - C.W. DRIVER  
Address of Owner: 1830 W. Romneya Dr. Anaheim  
Telephone Number: (949) 283-6580 - CELL  
Project Title: Cypress College Gateway Quad  
Project Description: Site Concrete, Paving, Grading, Masonry, Electrical & Landscape  
Completed: September, 2008  
Project Cost: \$ 847,512.00

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| 21. | <p>Owner' s Name: City of Murrieta</p> <p>Contact Person: Tom Nowak</p> <p>Address of Owner: 26442 Beckman Court Murrieta, CA</p> <p>Telephone Number: (951) 304-2489</p> <p>Project Title: Murrieta Hot Springs Sound Wall</p> <p>Project Description: Masonry, Landscape, Demolition</p> <p>Completed: May, 2008</p> <p>Project Cost: \$ 317,429</p>   | Recent / Similar |
| 22. | <p>Owner' s Name: Inland Empire Utilities Agency</p> <p>Contact Person: Joel Ignacio</p> <p>Address of Owner: 6075 Kimball Ave. Chino, CA</p> <p>Telephone Number: (909) 993-1600</p> <p>Project Title: Chino Basin Berm Hardening Phase 2</p> <p>Project Description: Site Concrete, Grading, Masonry, Demolition</p> <p>Completed: February, 2009</p> <p>Project Cost: \$ 1,459,620.00</p>   | Recent / Similar |
| 23. | <p>Owner' s Name: County of San Bernardino, Special Districts</p> <p>Contact Person: Greg Bacon</p> <p>Address of Owner: 157 W 5<sup>th</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, CA</p> <p>Telephone Number: (909) 387-5940</p> <p>Project Title: North Etiwanda Preserve</p> <p>Project Description: Grading, PCC, Masonry, AC Paving, Restroom Building</p> <p>Project Completion: August 2009</p> <p>Project Cost: \$ 1,343,590.00</p> | Recent / Similar |
| 24. | <p>Owner' s Name: Town of Yucca Valley</p> <p>Contact Person: Duane Gasaway</p> <p>Address of Owner: 57090 Twentynine Palms Hwy. Yucca Valley, CA 92884</p> <p>Telephone Number: (760) 369-1265</p> <p>Project Title: Jacobs Park Lighted Tennis Courts &amp; Ballwall</p> <p>Project Description: Grading, PCC, Masonry, Demolition, Underground</p> <p>Project Completion: May 2009</p> <p>Project Cost: \$ 312,300.00</p>                         | Recent / Similar |

25. Owner' s Name: County of Riverside - Transprotation  
Contact Person: Ivan Mendoza  
Address of Owner: 2950 Washington St. Riverside, CA 92504  
Telephone Number (951) 955-6248  
Project Title: Mission Trail & Canyon Dr. Street & Signal Improvements  
Project Description: Grading, Demolition, Traffic Signal, AC Paving, Concrete Curbs/Sidewalk  
Project Completion: December 2009  
Project Cost: \$ 211,180.00

**Statement of Experience (Continued)**

2) Contractor: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Type of  
Work: \_\_\_\_\_

Owner (Name, Address, & Phone): \_\_\_\_\_

Engineer (Name, Address, & Phone): \_\_\_\_\_

Person in Charge of Project (Name & Phone): \_\_\_\_\_

3) Contractor: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Type of  
Work: \_\_\_\_\_

Owner (Name, Address, & Phone): \_\_\_\_\_

Engineer (Name, Address, & Phone): \_\_\_\_\_

Person in Charge of Project (Name & Phone): \_\_\_\_\_

4) Contractor: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Type of  
Work: \_\_\_\_\_

Owner (Name, Address, & Phone): \_\_\_\_\_

Engineer (Name, Address, & Phone): \_\_\_\_\_

Person in Charge of Project (Name & Phone): \_\_\_\_\_

## Statement of Experience (Continued)

5) Contractor: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Type of Work: \_\_\_\_\_

Owner (Name, Address, &amp; Phone): \_\_\_\_\_

Engineer (Name, Address, &amp; Phone): \_\_\_\_\_

Person in Charge of Project (Name &amp; Phone): \_\_\_\_\_

6) Contractor: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Type of Work: \_\_\_\_\_

Owner (Name, Address, &amp; Phone): \_\_\_\_\_

Engineer (Name, Address, &amp; Phone): \_\_\_\_\_

Person in Charge of Project (Name &amp; 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: Mackenzie Electric Inc.Contract Amount: \$1,865,781.Date Completed: 3/2010Type of Work: El Cerrito Street and Sports Park:Work: SCE conduit system, street lights & new sports parkOwner (Name, Address, & Phone): Redevelopment Agency for County of Riverside, 1325 Spruce, #400  
(951) 955-8910  
Riv. 92504Engineer (Name, Address, & Phone): Road Corp. Engineering, 2061 Business Ctr Dr. #110  
(949) 752-1278  
Irvine CA 92612

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

BD-12

## Statement of Experience (Continued)

Person in Charge of Project (Name & Phone): John Lisa Beth (714) 546-79752) Subcontractor: MacKenzie Electric Inc.Contract Amount: \$ 318,890.Date Completed: 12/2007Type of Redlands Street and Sports Park:Work: SCE conduit system, street lights and new sports parkOwner (Name, Address, & Phone): City of Redlands, 35 Cajon St. # 222, Redlands CA 92373Engineer (Name, Address, & Phone): Redlands Engineering, 525 New Jersey St., Redlands CA 92373Person in Charge of Project (Name & Phone): Greg Cooper (909) 355-4333

3) Subcontractor: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Type of

Work: \_\_\_\_\_

Owner (Name, Address, &amp; Phone): \_\_\_\_\_

Engineer (Name, Address, &amp; Phone): \_\_\_\_\_

Person in Charge of Project (Name &amp; Phone): \_\_\_\_\_

4) Subcontractor: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Type of

Work: \_\_\_\_\_

Owner (Name, Address, &amp; Phone): \_\_\_\_\_

Engineer (Name, Address, &amp; Phone): \_\_\_\_\_

Person in Charge of Project (Name &amp; Phone): \_\_\_\_\_

**STREET IMPROVEMENTS FOR**  
**RUBIDOUX BLVD - PHASE II (Between Mission Blvd. and State Route 60)**  
**BD-13**

**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: ORANGE COUNTY STRIPING

Contract Amount: \$81,000. -

Date Completed: 1-15-10

Type of  
Work: STRIPING, MARKING & SIGNS

Owner (Name, Address, & Phone): CITY OF TEMECULA

Engineer (Name, Address, & Phone): DOUG ARMSTRONG 951-491-5435

**Statement of Experience (Continued)**

Person in Charge of Project (Name & Phone): LANCE WILSON 714-264-8939

2) Subcontractor: GRANGE COUNTY STRIPING

Contract Amount: 20,300. —

Date Completed: 6-29-09

Type of Work: STRIPING, MARKING, & SIGNS

Owner (Name, Address, & Phone): CITY OF RANCHO CUCAMONGA

Engineer (Name, Address, & Phone): KATHY DAWSON (909) 816-2182

Person in Charge of Project (Name & Phone): LANCE WILSON (714) 264-8939

3) Subcontractor: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Type of Work: \_\_\_\_\_

Owner (Name, Address, & Phone): \_\_\_\_\_

Engineer (Name, Address, & Phone): \_\_\_\_\_

Person in Charge of Project (Name & Phone): \_\_\_\_\_

4) Subcontractor: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Type of Work: \_\_\_\_\_

Owner (Name, Address, & Phone): \_\_\_\_\_

Engineer (Name, Address, & Phone): \_\_\_\_\_

Person in Charge of Project (Name & Phone): \_\_\_\_\_



Statement of Experience (Continued)

5) Subcontractor: Ray Allen Sherry Seal Jr.  
Contract Amount: \$1076,976.00 \$790,194.74  
Date Completed: Sept 2007 June 2007  
Type of Work: Chipseal, Sherry Seal Sherry Seal  
Agency (Name, Address, & Phone): City of Oceanside  
Engineer (Name, Address, & Phone): 300 Wilcox & Hwy, Oceanside Ca. 92054  
Person in Charge of Project (Name & Phone): Ron Perdue (760) 435-5016  
6) Subcontractor: Ray Allen Sherry Seal Jr.  
Contract Amount: \$921,976.00  
Date Completed: June 2009  
Type of Work: Chipseal, Sherry Seal  
Agency (Name, Address, & Phone): City of San Marcos  
Engineer (Name, Address, & Phone): 245 E. Santa Ana St. San Marcos 91773  
Person in Charge of Project (Name & Phone): John Campbell (909) 391-6270

B. 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: \_\_\_\_\_

**LA RUE STREET SIDEWALK IMPROVEMENTS  
BETWEEN MUSTANG LANE AND LA CAÑADA DRIVE AND ON MUSTANG LANE  
BD-14**

**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: \_\_\_\_\_

**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	32,100.-	32,100.-
2	Storm Water Pollution Prevention Plan & NOI	LS	1	4,900.-	4,900.-
3	Traffic Control	LS	1	13,100.-	13,100.-
4	Clearing and Grubbing	LS	1	8,300.-	8,300.-
5	Remove AC Pavement and Base	SF	9,100	2.40	21,840.-
6	Remove AC Driveway	SF	2,200	1.50	3,300.-
7	Remove Concrete (Curb and Gutter)	LF	786	8.-	6,288.-
8	Remove Concrete Sidewalk	SF	1,293	3.-	3,879.-
9	Remove Concrete Slab	SF	90	7.-	630.-
10	Remove Concrete Driveway	SF	3,800	2.30	8,740.-
11	Remove Cross Gutter	SF	2,820	2.90	8,178.-
12	Remove Chain Link Fence	LF	50	11.-	550.-

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in Figures) Dollars/Cents
13	Remove and Relocate Mail Box	EA	25	180.-	4,500.-
14	Remove and Salvage Bus Bench	EA	1	1,100.-	1,100.-
15	Remove Abandoned Service Cabinet	EA	1	1,370.-	1,370.-
16	Remove, Salvage, and Reuse Portions of Wrought Iron Fence	LF	51	63.-	3,213.-
17	Construct Type A-6 Curb per County of Riverside Std. Plan No. 200	LF	194	26.-	5,044.-
18	Construct Type D Curb per County of Riverside Std. Plan No. 204	LF	50	24.-	1,200.-
19	Construct Concrete Cross-Gutter per County of Riverside Std. Plan No. 209 and as shown on plans	SF	3,670	8.60	31,562.-
20	Construct Curb Ramp, Case A, per County of Riverside Std. Plan No. 403	EA	2	2,660.-	5,320.-
21	Construct PCC Sidewalk per County of Riverside Std. Plan No. 401	SF	12,100	3.60	43,560.-
22	Construct Driveway Approach per County of Riverside Std. Plan No. 207	EA	25	770.-	19,250.-
23	Construct Driveway Approach per County of Riverside Std. Plan No. 207A	EA	1	2,530.-	2,530.-
24	Construct PCC Driveway Pavement, 0.5' thick	SF	1,200	6.90	8,280.-
25	Construct AC Driveway Pavement, 0.3' thick	TON	23	129.-	2,967.-
26	Replace Pavement Section in kind, 0.25' AC over 0.5' AB min	SF	8,500	3.70	31,450.-
27	Grade Dirt Driveway	SF	514	2.-	1,028.-

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	60. -	3,000. -
29	Adjust Gas Valve Meter Box Frame and Cover to Grade	EA	1	890. -	890. -
30	Adjust Water Valve Box Frame and Cover to Grade	EA	3	550. -	1,650. -
31	Adjust Water Meter to Grade per Riverside Community Services District (RCSD) Design Standards	EA	4	2,200. -	8,800. -
32	Adjust Fire Hydrant to Grade	EA	1	1,200. -	1,200. -
33	Adjust Traffic Signal Pull Box to Grade	EA	1	110. -	110. -
34	Relocate Roadside Sign	EA	7	110. -	770. -
35	Relocate Backflow Prevention Valve	EA	1	2,700. -	2,700. -
36	Furnish & Install appurtenances necessary for streetlights (including conduits, service meter, hand holes, trenches) per SCE approved electrical plan	LS	1	119,500. -	119,500. -
37	Apply 1 coat of Type II slurry seal over roadway	SF	189,000	.31	58,590. -
38	Signing and Striping	LS	1	13,200. -	13,200. -
39	Construct modified longitudinal gutter per SPPWC Std Plan 122-1 and as shown on the plans.	LF	133	22. -	2,926. -

TOTAL SUM BID, ITEMS 1 THROUGH 39: FOUR HUNDRED EIGHTY SEVEN THOUSAND  
FIVE HUNDRED FIFTEEN DOLLARS EVEN. (\$ 487,515. -)  
Words  
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 & Mission Date Visited: 2-8-2010

**Bidder's Authorized Representative**



Signature

William D. Rash III

Name (Print)

Vice 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:**

William D. Rash - President; J. Kirk Harns - Secretary/V.P.; William D. Rash III - Vice President

Mary White - CFO; Douglas C. Rash - Assistant Secretary

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

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

Alliant Insurance Services c/o Safeco Insurance Co. of America

701 B. Street, 6th Floor

San Diego, CA 92101

(619) 238-1828 - Mr. Larry McMahon

**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**

The Wooditch Group

One Park Plaza, Suite 400

Irvine, CA

(949) 553-9800 - Mrs. Rosa Cowgill

### NON-COLLUSION AFFIDAVIT

The Bidder's authorized representative William D. Rash III, being first duly sworn, deposes and states that he/she is Vice President (Title) of Landmark Site Contractors (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: Landmark Site Contractors

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

Corporation organized  
under the laws of the  
State of: California

William D. Rash III  
(Authorized Representative, Typed or Printed Name)

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

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of CA )

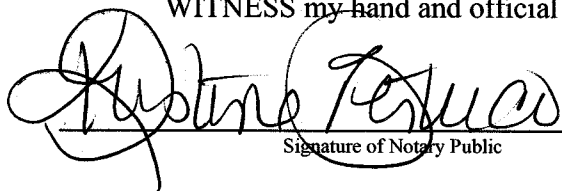
County of RIVERSIDE )

On March 3, 2010 before me, KRISTINE BERTUCO, Notary Public  
(here insert name and title of the officer)

personally appeared WILLIAM D. RASH III

~~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 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.

WITNESS my hand and official seal.

  
Signature of Notary Public



(Seal)

## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

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

#### DESCRIPTION OF THE ATTACHED DOCUMENT

Non Collusion Affidavit  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date 3/3/10

(Additional information)

#### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☒ Corporate Officer  
VICE PRESIDENT  
(Title)  
☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

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

NOTARY

STATE OF \_\_\_\_\_ )  
\_\_\_\_\_ )

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_  
Personally appeared \_\_\_\_\_ ( ) 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)

\_\_\_\_\_  
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 Landmark Site Contractors, as Principal and Safeco Insurance Company of America, 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 Amount dollars (\$ 10% of Bid Amount ) 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.

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

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)

Landmark Site Contractors

(Proper name of bidder)

By: [Signature]

Signature of Bidder

WILLIAM D. RASH III - VICE PRESIDENT

Print or type Bidder's Name

314 E. 3rd Street

Print or type Bidder's Address

Perris, CA 92570

(Corporate Seal of Surety)

Safeco Insurance Company of America

Surety

By: [Signature]

Attorney in Fact: Maria Whitecage

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

Alliant Insurance Services, Inc.

Name and Address of California Agent of  
Surety

701 B Street, 6th Floor

San Diego, CA 92101

(619) 238-1828

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 San Diego

On MAR 01 2010  
Date

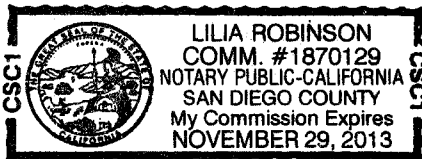
before me,

Lilia Robinson, Notary Public  
Here Insert Name and Title of the Officer

personally appeared

Maria Whitecage  
Name(s) of Signer(s)

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



Place Notary Seal Above

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

## OPTIONAL

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

### Description of Attached Document

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

Document Date: \_\_\_\_\_

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

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

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
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

KNOW ALL BY THESE PRESENTS:

No. 4273

That **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA**, each a Washington corporation, does each hereby appoint

\*\*\*\*\*JAMES BALDASSARE, JR.; LAWRENCE F. MCMAHON; AUDREY RODRIGUEZ; SARAH MYERS;  
MARIA WHITECAGE; San Diego, California\*\*\*\*\*

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA** have each executed and attested these presents

this 12th day of October, 2009

*Dexter R. Legg*

Dexter R. Legg, Secretary

*TAMIKOLAJEWSKI*

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of **SAFECO INSURANCE COMPANY OF AMERICA**  
and of **GENERAL 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 **SAFECO INSURANCE COMPANY OF AMERICA**  
and of **GENERAL 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 **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL 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 these corporations, 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 MAR 01 2010 day of



*Dexter R. Legg*

Dexter R. Legg, Secretary



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of CA )

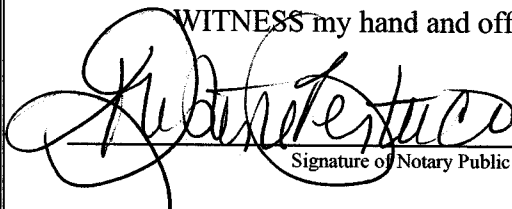
County of RIVERSIDE )

On March 3, 2010 before me, KRISTINE BERTUCO, Notary Public  
(here insert name and title of the officer)

personally appeared WILLIAM D. RASH III

~~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 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.

WITNESS my hand and official seal.

  
Signature of Notary Public



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Bid Bond

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 2 Document Date 3/1/10

(Additional information)

### INSTRUCTIONS FOR COMPLETING THIS FORM

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- 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.
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  - ❖ 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

### CAPACITY CLAIMED BY THE SIGNER

☐ Individual (s)

☒ Corporate Officer

VICE PRESIDENT

(Title)

☐ Partner(s)

☐ Attorney-in-Fact

☐ Trustee(s)

☐ Other \_\_\_\_\_

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, 1<sup>st</sup> 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

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**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.

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**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 March 1, 2010  
Bidder All American Asphalt

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>Competitive Edge</u>	
<u>electrical</u>	<u>Competitive Edge</u>	<u>Highland, CA</u>
<u>concrete fencing/water</u>	<u>Wetzel concrete</u>	<u>Santa Ana, CA</u>
<u>Striping</u>	<u>Crisp Co</u>	<u>Bloomington, CA</u>



### 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 All American Asphalt

Type of Organization Corporation

Signed By

Title of Signer Robert Bradley, Vice President

Address of Bidder P.O. Box 2229, Corona CA 92878-2229

Telephone Number (951) 736-7400

Contractor's License #267073 Classification A C-12

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.



# ALL AMERICAN ASPHALT ALL AMERICAN AGGREGATES

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P.O. BOX 2229, CORONA, CA 92878-2229  
STATE CONTRACTORS LICENSE #267073-A

## CORPORATE RESOLUTION

Resolved, that this Corporation, All American Asphalt, on February 25, 2010 designated Robert Bradley to represent our Corporation in the capacity of President.

A handwritten signature in black ink, appearing to read 'Mark Luer', written over a horizontal line.

Mark Luer  
Secretary

## 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: All American Asphalt

Address: P.O. Box 2229, Corona CA 92878-2229

Type of Work: Grading, Paving and Concrete

Years of Experience: 40 years.

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: Competitive Edge Electrical

Address: Highland, CA

Contractor License No.: 903142

Class: \_\_\_\_\_

Type of Work: electrical

Years of Experience: \_\_\_\_\_

2) Name: Wetzel Concrete

Address: Santa Ana, CA

Contractor License No.: 393934

Class: \_\_\_\_\_

Type of Work: fencing & water

Years of Experience: \_\_\_\_\_

**Statement of Experience (Continued)**

3) Name: Crisp Co.

Address: Bloomington, CA

Contractor License No.: 374600

Class: \_\_\_\_\_

Type of Work: Striping

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.

*See Attached Pages.*

1) Contractor: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Date \_\_\_\_\_

Completed: \_\_\_\_\_

Type of Work: \_\_\_\_\_

Owner (Name, Address, & Phone): \_\_\_\_\_

Engineer (Name, Address, & Phone): \_\_\_\_\_

Person in Charge of Project (Name & Phone): \_\_\_\_\_

**Statement of Experience (Continued)**

2) Contractor: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Type of  
Work: \_\_\_\_\_

Owner (Name, Address, & Phone): \_\_\_\_\_

Engineer (Name, Address, & Phone): \_\_\_\_\_

Person in Charge of Project (Name & Phone): \_\_\_\_\_

3) Contractor: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Type of  
Work: \_\_\_\_\_

Owner (Name, Address, & Phone): \_\_\_\_\_

Engineer (Name, Address, & Phone): \_\_\_\_\_

Person in Charge of Project (Name & Phone): \_\_\_\_\_

4) Contractor: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Type of  
Work: \_\_\_\_\_

Owner (Name, Address, & Phone): \_\_\_\_\_

Engineer (Name, Address, & Phone): \_\_\_\_\_

Person in Charge of Project (Name & Phone): \_\_\_\_\_

“2007”  
PAST WORK REFERENCES

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City of Westminster  
8200 Westminster Boulevard  
Westminster, CA 92683  
Contact: Theresa Tran, (714) 898-3311 Ext. 282

Citywide Street Improvements  
Contract Amount: \$1,085,000.00  
Start: 11/2006  
Completed: 6/2007

City of Irvine  
P.O. Box 19575  
One Civic Center Plaza  
Irvine, CA 92606-5208  
Contact: Uyenly Bui, (949) 724-7559

Jeronimo Road  
Contract Amount: \$649,000.00  
Start: 3/2007  
Completed: 5/2007

City of Anaheim  
200 S. Anaheim Boulevard  
Anaheim, CA 92805  
Contact: Robert Luciano, (714) 765-5286

Weir Canyon  
Contract Amount: \$795,000.00  
Start: 3/2007  
Completed: 6/2007

City of San Clemente  
910 Calle Negocio, Suite 100  
San Clemente, CA 92376  
Contact: Gary Voborsky, (949) 361-6132

North El Camino Real  
Contract Amount: \$1,400,000.00  
Start: 4/2007  
Completed: 6/2007

City of Newport Beach  
3300 Newport Boulevard  
Newport Beach, CA 92658  
Contact: Andy Tran, (714) 644-3311

Citywide Street Improvements  
Contract Amount: \$1,392,000.00  
Start: 1/2007  
Completed: 5/2007

City of Seal Beach  
211 Eighth Street  
Seal Beach, CA 90740  
Karim Varshochi, (714) 412-2722

Seal Beach Boulevard  
Contract Amount: \$930,647.00  
Start: 12/2006  
Completed: 4/2007

City of Tustin  
300 Centennial Way  
Tustin, CA 92630  
Contact: Benny Tenkian, (714) 573-3161

Jamboree & Tustin Ranch Road  
Contract Amount: \$2,700,000.00  
Start: 11/2006  
Completed: 4/2007

"2008"  
PAST WORK REFERENCES

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City of Irvine  
One Civic Center Plaza  
P.O. Box 19575  
Irvine, CA 92606-5268  
Contract: Kal Lambaz, (949) 724-7555

University Drive Rehabilitation  
Contract Amount: \$3,445,289.40  
Start: 1/2008  
Completed: 6/2008

City of Anaheim  
200 South Anaheim Blvd.  
Anaheim, CA 92805  
Contact: Sean Razmy, (714) 765-5069

Anaheim Blvd. Improvements  
Contract Amount: \$278,391.00  
Start: 4/2008  
Completed: 6/2008

City of Newport Beach  
3300 Newport Blvd.  
Newport Beach, CA 92658  
Contact: Andy Tran, (949) 644-3315

Superior Avenue Improvements  
Contract Amount: \$862,862.00  
Start: 1/2008  
Completed: 6/2008

City of Westminster  
8200 Westminster Blvd.  
Westminster, CA 92683  
Contact: Theresa Tran, (714) 898-3311 Ext. 282

Citywide Street Improvements  
Contract Amount: \$1,118,383.00  
Start: 3/2008  
Completed: 7/2008

City of Lake Forest  
25550 Commercentre Drive, Suite 100  
Lake Forest, CA 92630  
Contact: Luis Estevez, (949) 461-3485

Street Resurfacing & Slurry Seal  
Contract Amount: \$1,638,523.00  
Start: 2/2008  
Completed: 4/2008

City of Santa Ana  
20 Civic Center Plaza  
Santa Ana, CA 92701  
Contact: Ed Torres, (714) 647-5018

Santa Clara Avenue Improvements  
Contract Amount: \$2,219,523.00  
Start: 11/2007  
Completed: 3/2008

"2009"  
PAST WORK REFERENCES

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City of Costa Mesa  
77 Fair Drive  
P.O. Box 1200  
Costa Mesa, CA 92628-1200  
Contact: Tom Banks, (714) 536-5431

Prop 1 B Street Maintenance  
Contract Amount: \$993,993.00  
Start: 7/2009  
On-going – not completed yet

City of Dana Point  
33282 Golden Lantern  
Dana Point, CA 92628  
Contact: Archie Rempher, (949) 248-3500

Annual Roadway Resurfacing Project  
Contract Amount: \$3,982,982.00  
Start: 4/2009  
On-going – not completed yet

City of Beverly Hills  
345 Foothill Road  
Beverly Hills, CA 90210  
Contact: Juan Martinez, (310) 285-2521

2008-09 Street Resurfacing  
Contract Amount: \$4,085,000.00  
Start: 1/2009  
Completed: 8/2009

County of San Bernardino  
825 East Third Street  
San Bernardino, CA 92415-0835  
Contact: Sri Srirajan, (909) 387-7935

Arrow Route  
Contract Amount: \$1,980,000.00  
Start: 2/2009  
Completed: 7/2009

City of Redondo Beach  
415 Diamond Street  
Redondo Beach, CA 90277  
Contact: Javier Urista, (310) 318-0661

Public Improvement Package  
Contract Amount: \$1,678,000.00  
Start: 1/2009  
Completed: 9/2009

City of Westlake Village  
31200 Oak Crest Drive  
Westlake Village, CA 91361  
Contact: Roxanne Hughes, (805) 653-6597

Joint Cities Pavement Rehab. Project  
Contract Amount: \$1,242,241.11  
Start: 6/2009  
Completed: 9/2009

Department of Transportation  
12975 Culver Blvd.  
Los Angeles, CA 90066  
Contact: Sixto Ramin, (213) 216-4406

Route 27, Contract No. 07-2Y4904  
Contract Amount: \$915,511.00  
Start: 6/2009  
Completed: 9/2009

City of Rialto  
150 South Palm Avenue  
Rialto, CA 92376  
Contact: Eddie Chan, (909) 820-2651

Route 210 Detour  
Contract Amount: \$1,983,548.00  
Start: 6/2009  
Completed: 9/2009



**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: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Type of  
Work: \_\_\_\_\_

Owner (Name, Address, & Phone): \_\_\_\_\_

Engineer (Name, Address, & Phone): \_\_\_\_\_

**Statement of Experience (Continued)**

Person in Charge of Project (Name & Phone): \_\_\_\_\_

2) Subcontractor: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Type of  
Work: \_\_\_\_\_

Owner (Name, Address, & Phone): \_\_\_\_\_

Engineer (Name, Address, & Phone): \_\_\_\_\_

Person in Charge of Project (Name & Phone): \_\_\_\_\_

3) Subcontractor: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Type of  
Work: \_\_\_\_\_

Owner (Name, Address, & Phone): \_\_\_\_\_

Engineer (Name, Address, & Phone): \_\_\_\_\_

Person in Charge of Project (Name & Phone): \_\_\_\_\_

4) Subcontractor: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Type of  
Work: \_\_\_\_\_

Owner (Name, Address, & Phone): \_\_\_\_\_

Engineer (Name, Address, & Phone): \_\_\_\_\_

Person in Charge of Project (Name & Phone): \_\_\_\_\_

**Statement of Experience (Continued)**

5) Subcontractor: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Type of  
Work: \_\_\_\_\_

Owner (Name, Address, & Phone): \_\_\_\_\_

Engineer (Name, Address, & Phone): \_\_\_\_\_

Person in Charge of Project (Name & Phone): \_\_\_\_\_

6) Subcontractor: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Type of  
Work: \_\_\_\_\_

Owner (Name, Address, & Phone): \_\_\_\_\_

Engineer (Name, Address, & Phone): \_\_\_\_\_

Person in Charge of Project (Name & Phone): \_\_\_\_\_

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

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

1) Name: \_\_\_\_\_

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? \_\_\_\_\_. 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	10500.-	10500.-
2	Storm Water Pollution Prevention Plan & NOI	LS	1	4500.-	4500.-
3	Traffic Control	LS	1	41000.-	41000.-
4	Clearing and Grubbing	LS	1	3800.-	3800.-
5	Remove AC Pavement and Base	SF	9,100	4.-	36400.-
6	Remove AC Driveway	SF	2,200	2.75	6050.-
7	Remove Concrete (Curb and Gutter)	LF	786	14.50	11397.-
8	Remove Concrete Sidewalk	SF	1,293	1.35	1745.55
9	Remove Concrete Slab	SF	90	5.-	450.-
10	Remove Concrete Driveway	SF	3,800	2.75	10450.-
11	Remove Cross Gutter	SF	2,820	2.75	7755.-
12	Remove Chain Link Fence	LF	50	15.-	750.-

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	500.-	12500.-
14	Remove and Salvage Bus Bench	EA	1	1500.-	1500.-
15	Remove Abandoned Service Cabinet	EA	1	1500.-	1500.-
16	Remove, Salvage, and Reuse Portions of Wrought Iron Fence	LF	51	50.-	2550.-
17	Construct Type A-6 Curb per County of Riverside Std. Plan No. 200	LF	194	23.-	4462.-
18	Construct Type D Curb per County of Riverside Std. Plan No. 204	LF	50	19.-	950.-
19	Construct Concrete Cross-Gutter per County of Riverside Std. Plan No. 209 and as shown on plans	SF	3,670	6.75	24772.50
20	Construct Curb Ramp, Case A, per County of Riverside Std. Plan No. 403	EA	2	2800.-	5600.-
21	Construct PCC Sidewalk per County of Riverside Std. Plan No. 401	SF	12,100	4.50	54450.-
22	Construct Driveway Approach per County of Riverside Std. Plan No. 207	EA	25	2300.-	57500.-
23	Construct Driveway Approach per County of Riverside Std. Plan No. 207A	EA	1	2300.-	2300.-
24	Construct PCC Driveway Pavement, 0.5' thick	SF	1,200	6.75	8100.-
25	Construct AC Driveway Pavement, 0.3' thick	TON	23	150.-	3450.-
26	Replace Pavement Section in kind, 0.25' AC over 0.5' AB min	SF	8,500	3.25	27625.-
27	Grade Dirt Driveway	SF	514	1.-	514.-

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	55.-	2750.-
29	Adjust Gas Valve Meter Box Frame and Cover to Grade	EA	1	250.-	250.-
30	Adjust Water Valve Box Frame and Cover to Grade	EA	3	250.-	750.-
31	Adjust Water Meter to Grade per Riverside Community Services District (RCSD) Design Standards	EA	4	250.-	1000.-
32	Adjust Fire Hydrant to Grade	EA	1	2650.-	2650.-
33	Adjust Traffic Signal Pull Box to Grade	EA	1	100.-	100.-
34	Relocate Roadside Sign	EA	7	130.-	910.-
35	Relocate Backflow Prevention Valve	EA	1	4200.-	4200.-
36	Furnish & Install appurtenances necessary for streetlights (including conduits, service meter, hand holes, trenches) per SCE approved electrical plan	LS	1	115000.-	115000.-
37	Apply 1 coat of Type II slurry seal over roadway	SF	189,000	.15	28350.-
38	Signing and Striping	LS	1	18400.-	18400.-
39	Construct modified longitudinal gutter per SPPWC Std Plan 122-1 and as shown on the plans.	LF	133	18.-	2394.-

TOTAL SUM BID, ITEMS 1 THROUGH 39: five hundred nineteen thousand  
Words

three hundred twenty-five dollars (\$ 519 325.05 )

05/100

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: \_\_\_\_\_ Date Visited: February 24, 2016

**Bidder's Authorized Representative**

  
Signature

Robert Bradley  
Name (Print)

Vice 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:

Don D. Sisemore, President  
Mark Luyr, Secretary  
Robert Bradley, Vice President  
\_\_\_\_\_

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

Fidelity and Deposit Company of Maryland  
801 No. Brand Blvd.  
Glendale, CA 91203  
\_\_\_\_\_

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

Edgewood Partners Insurance Center  
One City Blvd., Suite 700  
Orange, CA 92668-2947  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# NON-COLLUSION AFFIDAVIT

The Bidder's authorized representative Robert Bradley, being first duly sworn, deposes and states that he/she is Vice President (Title) of All American Asphalt (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: All American Asphalt

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

Corporation organized  
under the laws of the  
State of: California

Robert Bradley  
(Authorized Representative, Typed or Printed Name)

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

\* See Attached Notarial Acknowledgment from Contractor.

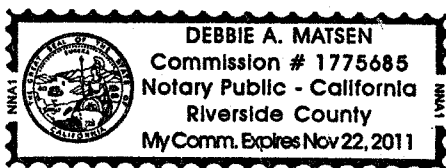
# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On March 2, 2010 before me, Debbie A. Matsen, Notary Public  
Date Here Insert name and Title of the Officer

personally appeared Robert Bradley  
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature Debbie A. Matsen  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to person 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 Non-Collusion Affidavit

Document Date: March 2, 2010 Number of Pages: 1 Page

Signer(s) Other Than Named Above: None.

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Bradley

☐ Individual

☒ Corporate Officer — Title(s): Vice President

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

All American Asphalt

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer's Name: \_\_\_\_\_

☐ Individual

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

NOTARY

STATE OF \_\_\_\_\_ )  
\_\_\_\_\_ )

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_  
Personally appeared \_\_\_\_\_ ( ) 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)

\_\_\_\_\_  
Signature of Notary

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

**BID BOND**

Bond No. 08597423

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned All American Asphalt, 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 Total Bid Price in 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.

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 Date: March 3, 2010

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**STREET IMPROVEMENTS FOR  
RUBIDOUX BLVD - PHASE II (Between Mission Blvd. and State Route 60)  
BD-32**

IN WITNESS WHEREOF, the undersigned parties have executed this instrument under their several seals this 23rd 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))

All American Asphalt  
(Proper name of bidder)

By: [Signature]  
Signature of Bidder

Robert Bradley, Vice President  
Print or type Bidder's Name

400 East Sixth Street  
Print or type Bidder's Address  
Corona, CA. 92879

(Corporate Seal of Surety)

Fidelity and Deposit Company of Maryland  
Surety  
By: [Signature]  
Attorney in Fact Rebecca Haas-Bates

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

Millennium Corporate Solutions  
Name and Address of California Agent of  
Surety

5530 Trabuco Road  
Irvine, CA. 92620  
Phone: 949-679-7116  
Telephone Number of California Agent

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

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 2-23-10 before me, Barbara J. Bender, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Rebecca Haas-Bates

Name(s) of Signer(s)

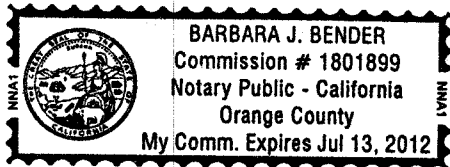
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

Though 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: Bid Bond

Document Date: 2-23-10

Number of Pages: Two (2)

Signer(s) Other Than Named Above: All American Asphalt

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates

☐ Individual

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☒ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Fidelity and Deposit Company of Maryland

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



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

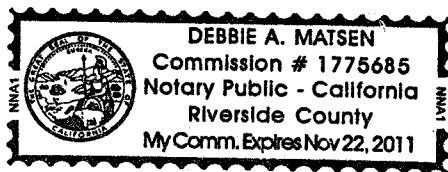
On March 2, 2010 before me, Debbie A. Matsen, Notary Public  
Date Here Insert name and Title of the Officer

personally appeared Robert Bradley  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Debbie A. Matsen  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to person 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 Bid Bond, County of Riverside Economic Development Agency

Document Date: February 23, 2010 Number of Pages: 2 Pages

Signer(s) Other Than Named Above: Fidelity and Deposit Company of Maryland

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Bradley

☐ Individual

☒ Corporate Officer — Title(s): Vice President

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

All American Asphalt

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer's Name: \_\_\_\_\_

☐ Individual

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ 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 GREGORY E. MURRAY, 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 **William SYRKIN, Rebecca HAAS-BATES and Sergio D. BECHARA, all of Irvine, 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 William SYRKIN, Rebecca HAAS-BATES, Sergio D. BECHARA, Leonard E. ZIMINSKY, dated April 8, 2008.

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 25th day of September, A.D. 2009.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Gregory E. Murray*

By:

*William J. Mills*

*Gregory E. Murray Assistant Secretary*

*William J. Mills*

*Vice President*

State of Maryland } ss:  
City of Baltimore }

On this 25th day of September, A.D. 2009, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, 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.



*Maria D. Adamski*

*Maria D. Adamski*

*Notary Public*

My Commission Expires: July 8, 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, undertaking, 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

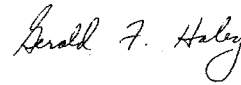
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was 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 23rd day of February, 2010.

  
Assistant Secretary



OFFICE OF  
CLERK OF THE BOARD OF SUPERVISORS  
1st FLOOR, COUNTY ADMINISTRATIVE CENTER  
P.O. BOX 1147, 4080 LEMON STREET  
RIVERSIDE, CA 92502-1147  
PHONE: (951) 955-1060  
FAX: (951) 955-1071

KECIA HARPER-IHEM  
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR  
Assistant Clerk of the Board

January 27, 2010

THE PRESS ENTERPRISE  
ATTN: LEGALS  
PO BOX 792  
RIVERSIDE, CA 92501

VIA FAX (951) 368-9018  
E-MAIL: [legals@pe.com](mailto:legals@pe.com)

**RE: NOTICE INVITING BIDS: RUBIDOUX BOULEVARD STREET IMPROVEMENT PROJECT – PHASE II**

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **TWO (2) TIMES on two consecutive Fridays: January 29 and February 5, 2010.**

We require your affidavit of publication immediately upon completion of the last publication.

Your invoice must be submitted to this office in duplicate, WITH TWO CLIPPINGS OF THE PUBLICATION.

**NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.**

Thank you in advance for your assistance and expertise.

Sincerely,

*McGil*

Cecilia Gil, Board Assistant to  
KECIA HARPER-IHEM, CLERK OF THE BOARD

**Gil, Cecilia**

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**From:** PE Legals [legals@pe.com]  
**Sent:** Wednesday, January 27, 2010 2:07 PM  
**To:** Gil, Cecilia  
**Subject:** RE: FOR PUBLICATION: Rubidoux Blvd. St. Improv. Phase II

Received for publication on Jan. 29 and Feb. 5

**Thank You! ~Maria G. Tinajero • The Press Enterprise Legal Adv. • 1.800.880.0345 (Phone) • 951.368.9018 (fax) • Please Note: Deadline is 10:30 AM two (2) business days prior to the date you would like to publish.**

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**From:** Gil, Cecilia [mailto:CCGIL@rcbos.org]  
**Sent:** Wednesday, January 27, 2010 1:58 PM  
**To:** PE Legals  
**Subject:** FW: FOR PUBLICATION: Rubidoux Blvd. St. Improv. Phase II

**NO CHANGES!** Can you please confirm? Thank you!

*Cecilia Gil*

Board Assistant to the  
Clerk of the Board of Supervisors  
951-955-8464

**THE COUNTY ADMINISTRATIVE CENTER IS CLOSED EVERY FRIDAY UNTIL FURTHER NOTICE.  
PLEASE CONSIDER THE ENVIRONMENT BEFORE PRINTING.**

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**From:** Gil, Cecilia  
**Sent:** Wednesday, January 27, 2010 11:01 AM  
**To:** 'PE Legals'  
**Subject:** FOR PUBLICATION: Rubidoux Blvd. St. Improv. Phase II

Hello! Here's a DRAFT of a Notice Inviting Bids for publication on Jan. 29 and Feb. 5, 2010. No need to confirm now, until I've finalized it. Thanks!

*Cecilia Gil*

Board Assistant to the  
Clerk of the Board of Supervisors  
951-955-8464

**THE COUNTY ADMINISTRATIVE CENTER IS CLOSED EVERY FRIDAY UNTIL FURTHER NOTICE.  
PLEASE CONSIDER THE ENVIRONMENT BEFORE PRINTING.**

## 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 Wednesday, March 3, 2010,** at the Clerk of the Board, County of Riverside, 4080 Lemon Street, 1<sup>st</sup> 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.

Dated: January 27, 2010

Kecia Harper-Ihem, Clerk of the Board  
By: Cecilia Gil, Board Assistant