

# MEMORANDUM

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RIVERSIDE COUNTY COUNSEL

**CONFIDENTIAL**  
**ATTORNEY-CLIENT PRIVILEGE**

DATE: May 26, 2010

TO: Jane Jennings  
Clerk of the Board

FROM: Larisa R. McKenna *LRM*  
Deputy County Counsel

RE: Mayflower Park Site Improvement, Phase II

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The bids for the above project have been reviewed by this office. The amounts of the bids are as stated in the summary. There are some irregularities in the documents submitted, and we will follow up with a recommendation to the Department for how to proceed.

LRM:msf  
Attachment  
cc: Steve Lech, Parks District

RECEIVED RIVERSIDE COUNTY  
CLERK / BOARD OF SUPERVISORS  
2010 MAY 27 AM 9:51

*w/le re bid 7/15/10*

## Bid Summary

TO: Pamela J. Walls  
County Counsel

PROJECT: Mayflower Park Site Improvement,  
PH II

FROM: Jane Jennings 955-8042  
Clerk of the Board

BID DATE: 05/19/10

Project Mgr: Steve Lech (951) 955-4318  
Parks

BID TIME: 10:00 a.m.

ITEM/DATE: #13.1 of 4/20/10

### **CONTRACTORS**

### **BID AMOUNT**

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GHA Enterprises, Inc.  
30875 Date Palm Dr., Ste C  
Cathedral City, CA 92234  
(760) 969-1404 (not clear)

\$ 2,749,000.00

---

Doug Wall Construction, Inc  
78450 Ave. 41  
Bermuda Dunes, CA 92203  
(760) 772-8446

\$ 3,360,700.00

---

AEL Construction, Inc.  
505 State Place  
Escondido, CA 92029  
(760) 432-8605

\$ 3,381,495.00

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CNB Excavating, Inc.  
P.O. Box 361  
Sun City CA 92586  
(951) 679-3880

\$ 3,499,000.00

---

*no bidding  
7/15/10*

## Bid Summary

TO:	Pamela J. Walls County Counsel	PROJECT:	Mayflower Park Site Improvement, PH II
FROM:	Jane Jennings 955-8042 Clerk of the Board	BID DATE:	05/19/10
Project Mgr:	Steve Lech (951) 955-4318 Parks	BID TIME:	10:00 a.m.
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✓  
**RECEIVED**

**MAY 20 2010**

**COUNTY COUNSEL  
TO**

*AAEE  
LRM*

BID FORM

DATE: 5/19/2010

TO: Riverside County Parks Department

BIDDER: GHA ENTERPRISES, INC.  
(Full Legal Business Name)

The undersigned bidder, having carefully examined the site and the Contract Documents for the construction of the **Phase 2 Improvements at Mayflower Park**, hereby proposes to construct the work in accordance with the Contract Documents for the amount stated in this bid.

**By submitting this bid, bidder agrees:**

- A. If this bid is accepted, the bidder will enter into a written contract with the Department.
- B. Bidder shall enter into such contract and accept the price shown in this Bid Form as full and complete payment for the work done.
- C. Any sub-tier contract signed by the bidder and any subcontractor or any other party relating to this project must contain or incorporate the same terms as contained in the contract between the bidder and the Department.
- D. To execute the Agreement and deliver the full executed Performance Bond, Payment Bond and insurance certificates within ten (10) days after the Bidder is notified of award the Contract.
- E. Contractor is required to provide a current list of all construction related litigation that their company has been involved in during the last ten (10) years, including work that was performed by the Principal departments of the company under a different name or as a subcontractor.
- F. Submit to the Department such additional information as the Department may require to determine whether its bid is the lowest responsive/responsible bid submitted, or such additional information which the Department may require to determine if the bidder can properly do the work.
- G. The statements made in this bid are made under penalty of perjury.
- H. Price includes all labor, materials, mobilization, historical salvage, protection and restoration of historic features, seismic stabilization, drainage composite, concrete rehabilitation, masonry, carpentry, anchorage work, waterproofing, metal, sealant, wood windows, painting, equipment, transportation, tools, appurtenances, supervision and clean up for full compensation of the work. The bidder shall include in the prices for the stated bid items all work required by the Contract Documents.
- I. Amounts are to be shown in both words and figures (where indicated). In the event of any discrepancy, the amount shown in words will take precedence.
- J. Unit prices shall represent a true unit price for such item, which will be used for changes in the work during construction.
- K. All bids received by the Department are good for ninety (90) days from the date of receipt.

**A. BID ITEMS**

**BASE BID** - Provide all of the following in accordance with the Contract Documents:

ITEM NO.	BID ITEM (Written in Words)	UNIT	UNIT PRICE	ITEM TOTAL (Lump Sum in Figures)
1.	<b>Mobilization (including bonds and insurance):</b>	L.S.	\$	\$ 200,000
	<i>two hundred thousand</i>			(In Figures)
	(In Words)			
2.	<b>De-Mobilization and Clean Up:</b>	L.S.	\$	\$ 80,000
	<i>eighty thousand</i>			(In Figures)
	(In Words)			
3.	<b>Pre-Fabricated Shade Structure(s):</b> Furnish and install three (3) pre-fabricated shade structures including concrete slabs:	L.S.	\$	\$ 90,000
	<i>ninety thousand</i>			(In Figures)
	(In Words)			
3A.	<b>Pre-Fabricated Shade Structure(s):</b> Price per shade structure, including concrete slab:	Per unit	\$ 20,000	<del>80,000</del>
	<i>twenty thousand</i>		(In Figures)	
	(In Words)			
4.	<b>Construction of a Maintenance Building:</b> Construct a new maintenance building per plans/specs:	L.S.	\$	\$ 840,000
	<i>eight hundred forty thousand</i>			(In Figures)
	(In Words)			
5.	<b>Construction of an Entry Kiosk Building:</b> Construct a new Entry Kiosk building per plans/specs.	L.S.	\$	\$ 84,000
	<i>eighty four thousand</i>			(In Figures)
	(In Words)			
6.	<b>Construction of a new Entryway:</b> Construct the new entryway, including gates, pilasters, and free-standing monument sign, etc. according to plans/specifications:	L.S.	\$	\$ 100,000
	<i>one hundred thousand</i>			(In Figures)
	(In Words)			

7.	<b>Installation of a Well:</b> Drill, encase, and set up a new potable water well including all accouterments according to the plans and specifications:	L.S.	\$	\$	380,000
					(In Figures)
					<i>three hundred eighty thousand</i>
					(In Words)
8.	<b>Landscaping/Irrigation:</b> Furnish and install all landscaping and irrigation per plans:	L.S.	\$	\$	150,000
					(In Figures)
					<i>one hundred fifty thousand</i>
					(In Words)
9.	<b>RV Storage Lot Improvements:</b> Furnish and install gravel, bollards, wheel stops, and trash enclosure per plans and specifications:	L.S.	\$	\$	125,000
					(In Figures)
					<i>one hundred twenty five thousand</i>
					(In Words)
10.	<b>All Site Utility Improvements:</b> Furnish and install all new electrical, sewer, water, phone, etc. lines per plans and specifications:	L.S.	\$	\$	450,000
					(In Figures)
					<i>four hundred fifty thousand</i>
					(In Words)
11.	<b>All Site Paving Improvements:</b> Furnish and install all site paving per plans and specifications:	L.S.	\$	\$	250,000
					(In Figures)
					<i>two hundred fifty thousand</i>
					(In Words)
11A.	<b>Paving Improvements:</b> Price per square foot of paving:	Per ft <sup>2</sup>	\$	3. <sup>00</sup> / ft	\$
					(In Figures)
					<i>three dollars per sq ft</i>
					(In Words)

**BASE BID (TOTAL AMOUNT OF ALL BID ITEMS 1 through 11 excluding 3A and 11A):**

*two million seven hundred forty nine thousand* \$ 2,749,000.<sup>00</sup>  
(In Words) (In Figures)

**2. DESIGNATION OF SUBCONTRACTORS**

Bidder 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 the total bid. Additional information requested by Department must be provided by bidder.

PORTION OF THE WORK	SUBCONTRACTOR NAME AND LICENSE NUMBER	ADDRESS	PHONE FAX
Concrete/CMU	UNITED BROS. CONCRETE 800420	41905 BOARDWALK PALM DESERT, CA 92211	Ph: 760-343-2851
			Fax: 760-343-3892
Rgn Carpentry	BMC SELECT 870590	45511 GOLF CENTER PKWY INDIO, CA 92201	Ph: 760-770-3303
			Fax: 760-391-4229
Landscape Irrigation	RESERVA 656128	80100 AVE 54 CORTELLA, CA 92236	Ph: 760-398-9222
			Fax: 760-398-9255
Wrt/Orn Vlt	WY SERVICE INC. 870 834	9277 LORRY LANE CITRUS HEIGHTS, CA 92223	Ph: 951-845-3233
			Fax: 951-845-1786
Grading	Kuykendall FMC 542669	72-295 MANUFACTURING WAY 1000 PALMS, CA 92276	Ph: 760-343-7545
			Fax: 760-343-7540
Roofing/Metal	CASTRO 828478	PO Box 122 1000 PALMS, CA 92202	Ph: 760-343-0042
			Fax: 760-343-2097
Glass: Door	MAGIC GLASS 686337	3500 TACHENATH, ST F PALM SPRINGS, CA 92262	Ph: 760-325-1816
			Fax: 760-320-0549
FINISH CARP	Guy Evans	82-585 Showers pkwy INDIO, CA 92203	Ph: 760 262 6374
			Fax: 760 262 6493
INSULATION	MASC	82-585 Showers pkwy INDIO, CA 92203	Ph: 760-262-6358
			Fax: 760-262-3001
ELECTRIC	CASALE ELEC. 418435	48342 KIELLY RD CATHEDRAL CITY, CA 92234	Ph: 760-328-1088
			Fax: 760-272-9410
Hvac	VICS AIR 756659	PO Box 215 1000 PALM, CA 92276	Ph: 760-343-5033
			Fax: 760-343-5040
Plumbing	CONTRACTOR SERVICES 454892	PO Box 200 PS, CA 92263	Ph: 760-321-8707
			Fax: 760-321-7744
Fencing	AFFORDABLE FENCE 925862	PO Box 25700 YUMA, AZ 85367	Ph: 928-257-9636
			Fax: 928-345-9392
PAINTING	RICHKEN PAINTING 854154	78005 WILSON ST 106 PALM DESERT, CA 92211	Ph: 760-345-7797
			Fax: 760-345-7207
Low Voltage	RADIO ACTIVE 785517	46805 DUNE PALMS CA, CA 92253	Ph: 760-341-3593
			Fax: 760-341-6096
METAL	WHITES STEEL INC. 477294	95-524 TOWNE ST. INDIO, CA 92201	Ph: 760 347-3401 x239
			Fax: 760-347-0296

Note: If additional space is needed attach a separate sheet.

**3. CONSTRUCTION LITIGATION**

Contractor will attach a current list of all construction related litigation that their company has been involved in during the last ten (10) years, including work that was performed by the Principal departments of the company under a different name or as a subcontractor.

**4. ADDENDA**

Bidder acknowledges receipt of the following addenda:

ADDENDA 1, 2, 3

**5. SITE INSPECTION**

Person who inspected the site on behalf of the bidder:

NAME: Jeff Perosky

TITLE: AVP

DATE OF INSPECTION: 5/17/10 LAST

**6. PROJECTS OF SIMILAR NATURE**

List five (5) projects of similar nature completed by bidder. Listing is to provide references with current address and telephone number. Attach additional page if needed.

PROJECT NAME	PROJECT ADDRESS	DEPARTMENTS NAME	DEPARTMENTS PHONE/FAX
DHS FACADE Improvement #1	Palm Drive, DHS CA 92240	RDA Troy Strang	Ph: 760-329-6411 Fax:
DHS police station T.I	Pierston Blvd, DHS CA 92240	RDA Troy Strang	Ph: 760-329-6411 Fax:
DHS Fire Station Expansion	Pierston Blvd, DHS CA 92240	RDA Troy Strang	Ph: 760-329-6411 Fax:
DESERT ARC	Portola Ave, Palm Desert 92211	RDA Liz Naxie	Ph: 760-346-1611 Fax:
DHS Bus. Goods deliv. - Agc-Iding	CITULLA AVE, DHS, CA 92240	RDA Troy Strang	Ph: 760-329-6411 Fax:



6. **LICENSE**

Bidder currently has the following license(s):

License Class: B License No: 750 957  
Expiration Date: 6/10 Additional Classification(s) \_\_\_\_\_

7. **BIDDER DATA:**

Full legal name of firm: GHA ENTERPRISES INC

Name under which firm does business: \_\_\_\_\_

Address: 30875 DATE Ave Da SC C  
CAPITOLIAL City CA 92234

Phone: 760-969-1400 Fax 760-969-1416

Type of Organization (corporation, partnership, etc.):  
Corp.

8. **BIDDER SIGNATURE**

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

Name: MARIO J. GUZMAN

Title: Pres / CEO

Date: 5/19/10

Date: May 13, 2010

To: All prospective bidders and plan holders


Addendum Number 3

**Request for Bid #PKARC-070  
PHASE 2 IMPROVEMENTS AT MAYFLOWER PARK  
RIVERSIDE COUNTY PARKS DEPARTMENT**


1. **Question:** *Is the bid deadline going to be extended?*  
**Answer:** Any of you who attended the job walk know that there will be no extensions of any kind. THE ONLY SOURCE FOR ACCURATE INFORMATION REGARDING THIS PROJECT IS THROUGH OCB AND THE ADDENDA WE PUBLISH THERE.
2. The bidder is hereby directed to replace the section 8 Special Provision 1 -Water Well issued with attachment #2 of addenda #2 with the Attachment #1 Addendum #3 Section 8 Special Provision 1 – Water Well.
3. The attached water quality report dated 12/10/2007 is hereby issued as Attachment #2 Addendum #3 **for informational purposes only** and as a courtesy for prospective bidders. The water quality test was performed for informational purposes only. The contractor cannot use this document as grounds for future change order requests. The bidder is required to perform any test it deems appropriate to determine the actual water quality at the proposed well location. No warranty as to the accuracy of this report is assumed by the County or Design Engineer.
4. The bidder is hereby directed to include the technical specification **23 24 01 Commercial Ceiling Fans** labeled as Attachment #3 Addendum #3 into Section 7 of Technical Specification.

*The Bidder is hereby notified; Addendum Number 3 must be acknowledged as stipulated under Section 2 "INSTRUCTIONS TO BIDDERS", and submitted as part of the Bid. Failure to do so shall result in the District designating said bid as "Non-Responsive".*

ISSUED:

  
\_\_\_\_\_  
Steve Lech.

**BIDDER ACKNOWLEDGMENT:**

  
\_\_\_\_\_  
Signature acknowledging receipt of Addendum No. 3

MARIO J. GONZALEZ  
Printed Name & Date

GMA ENTERPRISES, INC  
Company

END OF ADDENDUM NUMBER 3

**This addendum No. 3 shall be signed by the Bidder and returned together with the Bidder's sealed Bid Proposal.**

**AFFIDAVIT FOR CORPORATE CONTRACTOR  
NON-COLLUSION**

I, MARIO J- GONZALEZ, being first duly sworn,  
deposes and says:

That he or she is PRESIDENT / CEO of  
GMA ENTERPRISES, INC,

a corporation which is 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 sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and 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 of that of any other bidder, or to secure any advantage against the Riverside County Parks Department or anyone interested in the proposed contract; that all statements contained in the bid are true; and 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 person, corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

BY: \_\_\_\_\_

NAME : MARIO J- GONZALEZ

TITLE: PRES. / CEO

DATE: 5/14/10

Subscribed and sworn to before me

this 19<sup>th</sup> day of May, 2010.

Karen Hansen  
Signature and stamp of Notary  
administering oath



**BID BOND**

1. GHA Enterprises, Inc., hereafter called Contractor," has submitted its bid to the **RIVERSIDE COUNTY PARKS DEPARTMENT**, hereafter called "**Department**," for the construction referred to generally as the **Phase 2 Improvements at Mayflower Park** in accordance with a Notice Inviting Bids from the Department dated April, 2010

2. Diamond Indemnity Trust-2010-1, hereafter called "Surety," is the surety of this bond.

**Agreement:**

We, Contractor as principal and Surety as surety, jointly and seperately agree and state as follows:

1. The amount of the obligation of this bond is 10% of the amount of Contractor's bid and inures to the benefit of the Department.
2. This bond is exonerated by: (1) the Department rejecting Contractor's bid; or, (2) if Contractor's bid is accepted, Contractor executes the Agreement and furnishes the required bonds. Otherwise, it remains in full force and effect for the recovery of loss, damage and expense of the Department resulting from failure of Contractor to act as agreed to in its bid.
3. Surety, for value received, stipulates and agrees that its obligations hereunder shall in no way be impaired or affected by any extension of time within which the Department may accept the bid and waives notice of any such extension.
2. This bond is binding upon the heirs, executors, administrators, successors and assigns of Contractor and Surety.

**SIGNATURES MUST BE NOTARIZED** - Attach Acknowledgments

**SURETY**

**CONTRACTOR**

BY: \_\_\_\_\_  
 NAME: J. Bud Wyckoff  
 TITLE: Managing Director  
 DATE: May 19, 2010

BY: \_\_\_\_\_  
 NAME: MARIO J. GONZALES  
 TITLE: ASSIGNUT CEO  
 DATE: 5/19/10



**CONSENT OF SURETY**

In consideration of the premises and of One Dollar (\$1.00), lawful money of the United States, to it in hand paid by the Contractor, the receipt whereof is hereby acknowledged, the undersigned Surety will indemnify the Owner against loss due to the failure of the Contractor to fulfil the obligations and requirements of said Contract, and consents and agrees that if the respective Contract, for which the proceeding estimate and proposal is made, be awarded to the person or persons submitting the same as contracted, it will become bound as Surety and Guarantor for its faithful performance, in an amount equal to One Hundred Percent (100%), of the Contract Price, and will execute it as Party of the Third Part thereto when required so to do by the Owner, and if the said Contractor shall omit or refuse to execute respectively such Contract, if so awarded, it will pay without proof of notice and on demand to the Owner any increase between the sum to which the said Contractor would have been entitled upon the completion of the said Contract and the sum which the said Owner may be obligated to pay to another Contractor to whom the Contract may afterwards be awarded, the amount in such case to be determined by the Bids plus the cost, if any, of re-advertising for Bids for this work, less the amount of any certified check or bid bond payable and received.

It is understood and agreed that Diamond Indemnity Trust and A.D. Law will become surety on the bond of GHA Enterprises Inc., the principal, for the Contract for the Work for the Riverside County Parks Department - Bid # PKARC-070, Phase 2 Improvements at Mayflower Park if the principal is the successful Bidder. If the Contract is awarded to the principal, Diamond Indemnity Trust and A.D. Law will issue all bonds that are required by the Bidding Documents.

IN WITNESS WHEREOF, said Surety has caused these presents to be signed and attested by a duly authorized officer, and its corporate seal to be hereto affixed this 19<sup>th</sup> day of May, 2010.

(A corporate acknowledgement and statement of authority to be here attached by the Surety Company).



A handwritten signature in blue ink, appearing to read "J. Bud Wyckoff".

BY: \_\_\_\_\_  
J. Bud Wyckoff, Managing Director  
Diamond Indemnity Trust, Surety

A handwritten signature in blue ink, appearing to read "A.D. Law".

ATTEST: \_\_\_\_\_  
A.D. Law, Attorney-In-Fact

## **BID BOND**

### **BIDDER (Name and Address)**

GHA Enterprises Inc.  
30-875 Date Palm Drive  
Cathedral City, CA 92234  
OFFICE: 760-969-1400/FAX: 760-327-7352

### **SURETY (Name and Address of Principal Place of Business)**

Diamond Indemnity Trust and A.D. Law  
140 E. Ridgewood Ave  
Suite #415, South Tower  
Paramus, NJ 07652  
(201) 940-7300

### **OBLIGEE (Name and Address)**

Riverside County Parks Department  
4600 Crestmore Road  
Riverside, CA 92509

### **BID**

BID DUE DATE: May 19, 2010  
PROJECT: (Brief Description including Location)  
Bid # PKARC-070, Phase 2 Improvements at Mayflower Park  
BID BOND %: 10%  
ESTIMATE: \$2,000,000.00


### **BOND**

BOND NUMBER: 125775

**IN WITNESS WHEREOF**, Surety and Bidder, intending to be legally bound hereby, subject to terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**BIDDER**

  
\_\_\_\_\_  
GHA Enterprises, Inc. (SEAL)

  
\_\_\_\_\_  
Diamond Indemnity Trust (SEAL)

By: \_\_\_\_\_  
Signature and Title

By: \_\_\_\_\_  
J. Bud Wyckoff, Managing Director



Attest: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
A.D. Law, Attorney in Fact



BOND CERTIFICATE AS TO CORPORATE PRINCIPAL

I, J. Bud Wyckoff, certify that I am the Secretary of the Corporation named as Principal in the within Bond; that A. D. Law, who signed the said bond on behalf of the Principal was then Attorney In Fact of said Corporation; that I know her signature, and her signature thereto is genuine; and that said bond was duly signed, sealed, and attest to for and in behalf of said corporation by authorizing of this governing body.



(Corporate Seal)

A handwritten signature in cursive script, appearing to read "J. Bud Wyckoff".

(Secretary)

Power-of-Attorney for person signing, for  
Surety Company must be attached to Bond.

**END OF SECTION**

00380-1

# POWER OF ATTORNEY

Attorney-In Fact No. **390.010**

Certificate No. **00293948580**

KNOW ALL MEN BY THESE PRESENTS: That DIAMOND INDEMNITY TRUST-2010-1 a Delaware Statutory Trust, does hereby appoint

## A. D. Law, Attorney in Fact & Individual Surety

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

IN WITNESS THEREOF, DIAMOND INDEMNITY TRUST-2010-1 have executed and attested these presents this 4<sup>th</sup> day of May, 2010



A.D. Law, Attorney-in-Fact, Individual Surety



J. Bud Wyckoff, Managing Director

Extract from the By-Laws of DIAMOND INDEMNITY TRUST-2010-1

Article 44, Section 78. – FIDELITY AND SURETY BONDS ...the Managing Director, any Director, the Secretary, and any Assistant Managing Director appointed for that purpose by the officer in charge of surety operations, shall each have the 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 the Resolution of the Board of Directors of DIAMOND INDEMNITY TRUST-2010-1 adopted on May 4, 2010.

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

- (i) The provisions of Article 44, Section 78 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, A.D. Law, Attorney in Fact of DIAMOND INDEMNITY TRUST-2010-1, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws and 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 4<sup>th</sup> day of May 2010

A.D. Law, Attorney-in-Fact, Individual Surety

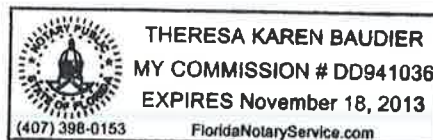
J. Bud Wyckoff, Managing Director



On May 5, 2010 A. D. Law, being by me duly sworn, did depose and say that she is an Attorney-in-Fact of DIAMOND INDEMNITY TRUST-2010-1 and Individual Surety, the Statutory Trust described in and which executed the within instrument; that she knows the corporate seal or said corporation; that the seal affixed to the within instrument is such corporate seal, that she authorizes the use of her electronic signature, and that she signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

Signed: Theresa Karen Baudier  
Notary

My commission expires 11-18-2013



**ACKNOWLEDGMENT**

State of California  
County of Riverside)

On May 19, 2010 before me, Karen Hansen, Notary Public  
(insert name and title of the officer)

personally appeared Mario J. Gonzales,  
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 Karen Hansen (Seal)



GHA Enterprises, Inc.  
30875 Date Palm Drive, Ste C  
Cathedral City, CA 92234

BID OPENING  
PHASE 2 MAY  
RIVERSIDE COUNTY  
4080 Lemon St  
RIVERSIDE, CA  
BID PACKAGE:

**SEALED BID RECEIVED**  
**CLERK OF THE BOARD OF SUPERVISORS**

RECEIVED RIVERSIDE COUNTY  
CLERK / BOARD OF SUPERVISORS  
2010 MAY 19 AM 9:26

**BID FORM**

DATE: 5-19-10

**TO: Riverside County Parks Department**

**BIDDER:** Doug Wall Construction, Inc.  
**(Full Legal Business Name)**

The undersigned bidder, having carefully examined the site and the Contract Documents for the construction of the **Phase 2 Improvements at Mayflower Park**, hereby proposes to construct the work in accordance with the Contract Documents for the amount stated in this bid.

**By submitting this bid, bidder agrees:**

- A. If this bid is accepted, the bidder will enter into a written contract with the Department.
- B. Bidder shall enter into such contract and accept the price shown in this Bid Form as full and complete payment for the work done.
- C. Any sub-tier contract signed by the bidder and any subcontractor or any other party relating to this project must contain or incorporate the same terms as contained in the contract between the bidder and the Department.
- D. To execute the Agreement and deliver the full executed Performance Bond, Payment Bond and insurance certificates within ten (10) days after the Bidder is notified of award the Contract.
- E. Contractor is required to provide a current list of all construction related litigation that their company has been involved in during the last ten (10) years, including work that was performed by the Principal departments of the company under a different name or as a subcontractor.
- F. Submit to the Department such additional information as the Department may require to determine whether its bid is the lowest responsive/responsible bid submitted, or such additional information which the Department may require to determine if the bidder can properly do the work.
- G. The statements made in this bid are made under penalty of perjury.
- H. Price includes all labor, materials, mobilization, historical salvage, protection and restoration of historic features, seismic stabilization, drainage composite, concrete rehabilitation, masonry, carpentry, anchorage work, waterproofing, metal, sealant, wood windows, painting, equipment, transportation, tools, appurtenances, supervision and clean up for full compensation of the work. The bidder shall include in the prices for the stated bid items all work required by the Contract Documents.
- I. Amounts are to be shown in both words and figures (where indicated). In the event of any discrepancy, the amount shown in words will take precedence.
- J. Unit prices shall represent a true unit price for such item, which will be used for changes in the work during construction.
- K. All bids received by the Department are good for ninety (90) days from the date of receipt.

**ATTACHMENT #4 ADDENDUM #2**

**BASE BID** - Provide all of the following in accordance with the Contract Documents:

ITEM NO.	BID ITEM (Written in Words)	UNIT		UNIT PRICE		ITEM TOTAL (Lump Sum in Figures)
1.	<b>Mobilization (including bonds and insurance):</b>	L.S.	\$	128,000	\$	128,000 (In Figures)
						(In Words)
2.	<b>De-Mobilization and Clean Up:</b>	L.S.	\$	28,000	\$	28,000 (In Figures)
						TWENTY EIGHT thousand Dollars (In Words)
3.	<b>Construction of Electrical and Telephone service</b> Furnish and install new electrical and telephone service and distribution system including trenching conduit, wiring and related accouterments; (include demolition, grading and paving within all necessary areas) per plans and specifications.	L.S.	\$	229,000 <del>429,000</del>	\$	229,000 <del>429,000</del> (In Figures)
						Two Hundred Twenty Nine thousand Dollars <del>Four Hundred Twenty Nine thousand Dollars AD</del> (In Words)
4.	<b>Installation of a Well and Domestic Water system:</b> Drill, encase, and set up a new potable water well including, hydropneumatic tank, water filter, piping and valves with all related accouterments (include demolition, grading and paving within Bid Area 4) according to the plans and specifications:	L.S.	\$	497,700	\$	497,700 (In Figures)
						Four Hundred Ninety Seven Thousand seven hundred Dollars (In Words)
5.	<b>Installation of a Fire system:</b> Furnish and install on-site fire system including storage tank, fire pump, backup generator and related piping and valves with all related accouterments (include demolition, grading and paving within Bid Area 5) according to the plans and specifications:	L.S.	\$	220,000	\$	220,000 (In Figures)
		(In				(In Figures)

**ATTACHMENT #4 ADDENDUM #2**

		Figures)			
	<i>Two Hundred Twenty Thousand Dollars</i>				
	(In Words)				
6	<b>Construction of a Maintenance Building:</b> Construct a new maintenance building (include demolition, grading, paving, surface improvements and landscaping within Bid Area 6) according to the plans and specifications:	L.S.	\$	\$	
				970,000	970,000
					(In Figures)
	<i>Nine Hundred Seventy Thousand Dollars</i>				
	(In Words)				
7	<b>Construction of a Entry Kiosk:</b> Construct a new Entry Kiosk (include demolition, grading, paving, surface improvements and landscaping within Bid Area 7) according to the plans and specifications:	L.S.	\$	\$	
				328,000	328,000
					(In Figures)
	<i>Three Hundred Twenty Eight Thousand Dollars</i>				
	(In Words)				
8	<b>Construction of four Trash Enclosure structures:</b> Construct a Trash Enclosure structure, (include demolition, grading paving and surface improvements within Bid Area 8) per plans and specifications	L.S.	\$	\$	
				48,000	48,000
					(In Figures)
	<i>Forty Eight Thousand Dollars</i>				
	(In Words)				
8A	<b>Construction of Trash Enclosure structure:</b> Construct a Trash Enclosure structure, (include demolition, grading, paving and surface improvements within Bid Area 8) per plans and specifications	Per unit	\$		
				12,000	
					(In Figures)
	<i>Twelve Thousand Dollars.</i>				
	(In Words)				
9	<b>RV Storage Lot Improvements:</b> Furnish and install site improvements for RV Storage Lot (include demolition, grading and related				

**ATTACHMENT #4 ADDENDUM #2**

	paving landscaping and surface improvements within <b>Bid Area 9</b> ) per plans and specifications:	L.S.	\$	243,000	\$	243,000
						(In Figures)
	<i>Two Hundred Forty three Thousand Dollars</i>					
						(In Words)
<b>10</b>	<b>RV Storage Lot Improvements:</b> Furnish and install site improvements for RV Storage Lot (include demolition, grading and related paving landscaping and surface improvements within <b>Bid Area 10</b> ) per plans and specifications:	L.S.	\$	103,000	\$	103,000
						(In Figures)
	<i>ONE Hundred three thousand Dollars</i>					
						(In Words)
<b>11</b>	<b>Construction of a new Tent Camping Area:</b> Construct the new tent camping areas (include demolition, grading and related paving landscaping and surface improvements within <b>Bid Area 11</b> ) per plans and specifications:	L.S.	\$	98,000	\$	98,000
						(In Figures)
	<i>Ninety Eight Thousand Dollars</i>					
						(In Words)
<b>12</b>	<b>Pre-Fabricated Shade Structure(s):</b> Furnish and install three (3) prefabricated shade structures including concrete slab and screen wall, (include demolition, grading paving and surface improvements within <b>Bid Area 12</b> ) per plans and specifications	L.S.	\$	180,000	\$	180,000
						(In Figures)
	<i>ONE Hundred Eighty Thousand Dollars</i>					
						(In Words)
<b>12A</b>	<b>Pre-Fabricated Shade Structure(s):</b> Price per shade structure including concrete slab and screen wall, (include demolition, grading paving and surface improvements within <b>Bid Area 12</b> ) per plans and specifications	Per unit	\$	60,000		
						(In Figures)
	<i>Sixty Thousand Dollars</i>					
						(In Words)

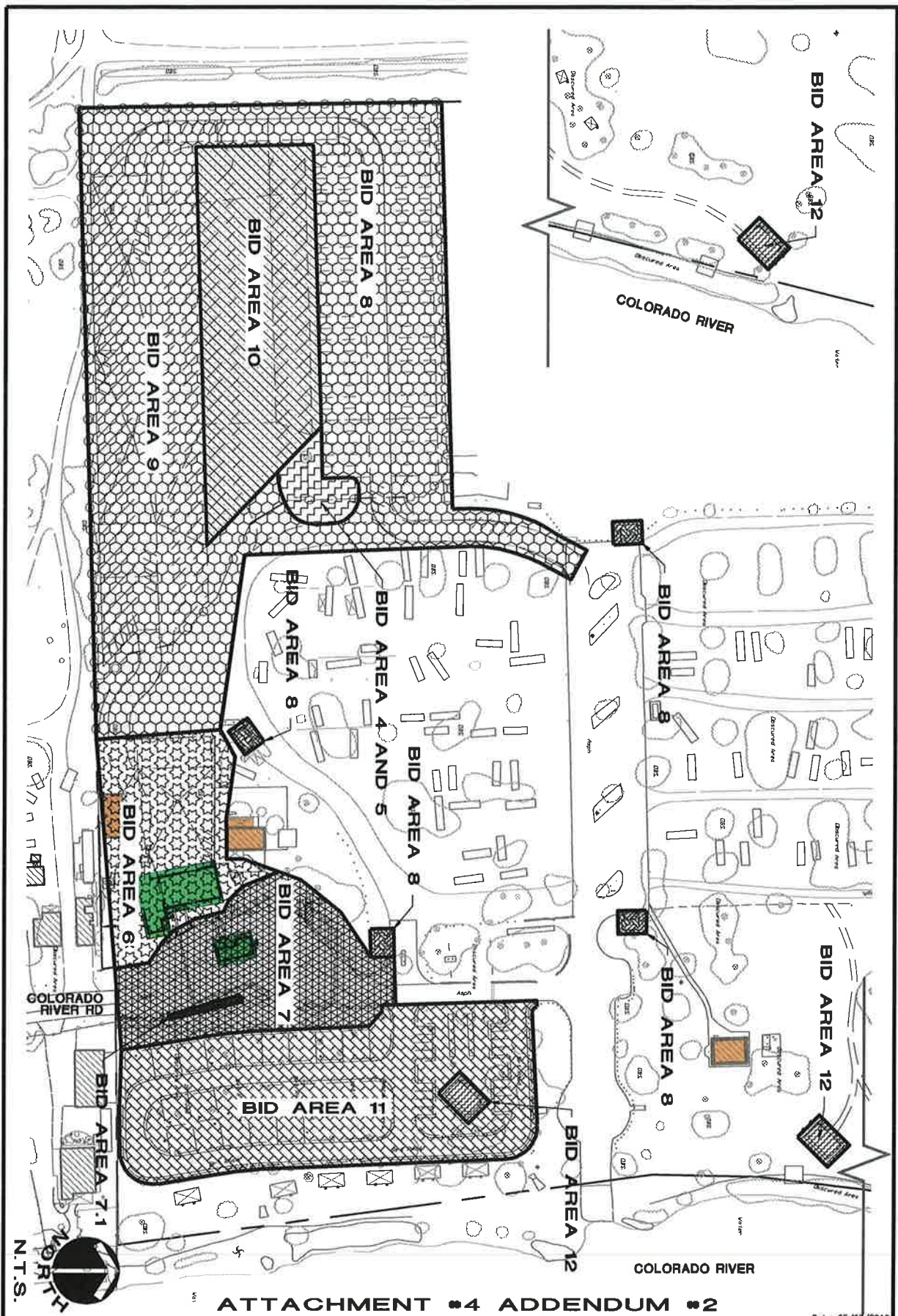


**ATTACHMENT #4 ADDENDUM #2**

13	<b>Construct Sewer and Storm Drain Systems:</b> Furnish and install sewer and storm drain system including piping, trenching, dewatering, compaction, manholes, wetwell, drywells and associated structures and all related accouterments, including demolition, grading paving and surface improvements within all necessary areas per plans and specifications	L.S.	\$	288,000	\$	288,000
						(In Figures)
						Two Hundred Eighty Eight Thousand Dollars (In Words)

**BASE BID (TOTAL AMOUNT OF ALL BID ITEMS 1 through 13 excluding 8A and 12A):**

Three Million Three Hundred Sixty Thousand Seven Hundred (In Words)	\$	3,360,700 Dollars (In Figures)
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ATTACHMENT #4 ADDENDUM #2

Date: 05/03/2010



**MSA CONSULTING, INC.**  
 PLANNING ■ CIVIL ENGINEERING ■ LAND SURVEYING

34200 BOB HOPE DRIVE ■ RANCHO MIRAGE ■ CA 92270  
 TELEPHONE (760) 320-9811 ■ FAX (760) 323-7893

**BID AREA EXHIBIT**  
**RIVERSIDE COUNTY PARKS**  
**MAYFLOWER PARK**

**2. DESIGNATION OF SUBCONTRACTORS**

Bidder submits the following complete list of each subcontractor who will perform work or labor or render services in or about the construction in an amount in excess of ½ of 1% of the total bid. Additional information requested by Department must be provided by bidder.

PORTION OF THE WORK	SUBCONTRACTOR NAME AND LICENSE NUMBER	ADDRESS	<u>PHONE</u> FAX
SEE ATTACHED			Ph:
			Fax:
			Ph:
			Fax:
			Ph:
			Fax:
			Ph:
			Fax:
			Ph:
			Fax:
			Ph:
			Fax:
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			Fax:
			Ph:
			Fax:

Note: If additional space is needed attach a separate sheet.

DOUG WALL CONSTRUCTION INC  
DESIGNATION OF SUBCONTRACTORS  
PHASE 2 IMPROVEMENTS AT MAYFLOWER PARK

PORTION OF THE WORK	SUBCONTRACTOR		PHONE
	NAME AND LICENSE NUMBER	ADDRESS	FAX
SURVEY	LAND SURVEY & PLANNING	9625 PALM DRIVE	760-288-2232
	CONSULTANTS L4820	DESERT HOT SPRINGS, CA 92240	760-671-4761
SOIL PRETREAT	BUILDERS TERMITE & PEST CONTROL	1139 S PLACENTIA AVE	714-238-1151
	OPR9721	FULLERTON, CA 92831	714-238-1181
SITE DEMO, EARTHWORK	JAMES O RUE CONSTRUCTION INC	PO BOX 13810	760-200-8717
	516895	PALM DESERT, CA 92255	760-200-8727
FIRE SPRINKLERS	KINCAID INDUSTRIES	31065 PLANTATION DR	760-343-5457
	695797	THOUSAND PALMS, CA 92276	760-343-5446
ASPHALT, PAVEMENT MARKING, SITE WATER, SITE CONCRETE	GOLDEN VISTA CONSTRUCTION INC	44907 GOLF CENTER PKWY STE 3	760-200-4520
	dba GOLDEN VALLEY CONSTRUCTION 776249	INDIO, CA 92211	760-200-4617
<del>CAST IN PLACE CONCRETE, MASONRY</del> PB	<del>JEFF MCGOWAN CONCRETE</del> PB 772949	<del>78553 BLACKSTONE COURT</del> BERMUDA DUNES, CA 92203	<del>760-200-5138</del> 760-200-5159
WELL	AZCA DRILLING & PUMPING INC 753077	PO BOX 570 EHRENBERG, AZ 85334	928-923-9118 928-923-9118
METAL GATES & FENCES	AFFORDABLE FENCE INC 925862	PO BOX 25700 YUMA, AZ 85367	928-257-9636 928-345-9392
ROUGH CARPENTRY	ROBERTS CONSTRUCTION INC 755724	2454 HAMMER AVE NORCO, CA 92860	951-737-3651 951-737-3961
CASEWORK	LAM-TECH CORPORATION 758849	PO BOX 1578 WILDOMAR, CA 92595	951-600-7593 951-600-7294
ROOF COVER	AL MILLER & SONS ROOFING INC 336547	68-760 SUMMIT DR CATHEDRAL CITY, CA 92234	760-346-1214 760-321-7097
INSULATION	MASCO CONTRACTOR SERVICES OF CALIFORNIA 221517	PO BOX 10650 INDIO, CA 92202	760-262-6400 760-262-3501
DOORS & FRAMES,	GUY EVANS CONTRACTOR SERVICES 900152	PO BOX 10630 INDIO, CA 92202	760-262-63000 760-262-6493

DOUG WALL CONSTRUCTION INC  
 DESIGNATION OF SUBCONTRACTORS  
 PHASE 2 IMPROVEMENTS AT MAYFLOWER PARK

PORTION OF THE WORK	SUBCONTRACTOR NAME AND LICENSE NUMBER	ADDRESS	PHONE FAX
OVERHEAD DOORS	INLAND OVERHEAD DOOR CO	12401 S LA CADENA	909-783-3131
	492369	COLTON, CA 92324	909-783-3478
GLAZING	TANDEM WEST GLASS INC	PO BOX 10020	760-391-4222
	806198	INDIO, CA 92202	760-391-4221
TOILET ACCESSORIES	STUMBAUGH & ASSOCIATES INC	3303 N SAN FERNANDO BLVD	818-240-1627
	288724	BURBANK, CA 91504	818-956-6684
PLUMBING	SO CAL & ASSOCIATES PLUMBING INC	PO BOX 955	760-369-4104
	793482	YUCCA VALLEY, CA 92286	760-369-4104
HVAC	R&K AIR CONDITIONING	798 INDUSTRY WAY	760-353-7570
	839022	EL CENTRO, CA 92243	760-353-7571
ELECTRICAL	<del>JB JOHNSON ELECTRIC INC</del> 250697	339 NORTH MAIN ST BLYTHE, CA 92225	760-922-8139 760-922-5252
PD MASONRY	NIRBELINK MASONRY CONST. CORP 388218	2010 WEST AVE. K UNIT 823 LANCASTER CA. 93536	661-945-7859 661-942-7258
Cast in Place concrete	MASCORRO Concrete Const. 779774	72290 Quarry Tr. #1 thousand Palms, Ca, 92276	760-343-1243 760-343-2623
Electrical	NEKOTA Power Inc.	Redlands Ca.	8

**3. CONSTRUCTION LITIGATION**

Contractor will attach a current list of all construction related litigation that their company has been involved in during the last ten (10) years, including work that was performed by the Principal departments of the company under a different name or as a subcontractor.

**4. ADDENDA** *See Attached*

Bidder acknowledges receipt of the following addenda:

1, 2, 3

**5. SITE INSPECTION**

Person who inspected the site on behalf of the bidder:

NAME: Doug Wall

TITLE: President

DATE OF INSPECTION: 5-5-10

**6. PROJECTS OF SIMILAR NATURE**

List five (5) projects of similar nature completed by bidder. Listing is to provide references with current address and telephone number. Attach additional page if needed.

PROJECT NAME	PROJECT ADDRESS	DEPARTMENTS NAME	DEPARTMENTS PHONE/FAX
<i>See attached</i>			Ph:
			Fax:
			Ph:
			Fax:
			Ph:
			Fax:
			Ph:
			Fax:
			Ph:
			Fax:

DOUG WALL CONSTRUCTION, INC.

3. REFERENCES

6.

PATIENT ROOM REMODEL  
EISENHOWER MEDICAL CENTER  
39000 BOB HOPE DR  
RANCHO MIRAGE, CA 92270  
CONTACT: JIM PARTAIN 760-773-1830  
WORK PERFORMED: REMODEL  
DATE COMPLETED: 2007

NO ARCHITECT  
ORIGINAL CONTRACT AMOUNT: \$6,000,000.00  
FINAL ADJUSTED CONTRACT PRICE: \$6,000,000.00  
ORIGINAL COMPLETION DURATION: 2 YEARS  
ACTUAL COMPLETION DURATION: 2 YEARS

TOWN CENTER MALL  
SALSHA ENTERPRISES  
40-530 MORNINGSTAR RD  
RANCHO MIRAGE, CA 92270  
CONTACT: DR SHAH 760-574-4449  
ORIGINAL COMPLETION DURATION: 1 YEAR  
ACTUAL COMPLETION DURATION: 1 YEAR  
WORK PERFORMED: NEW BUILDING  
DATE COMPLETED: 2007

ARCHITECT: HOLT ARCHITECTS  
70-225 HWY 111 BLDG B #D  
RANCHO MIRAGE, CA 92270  
760-328-5280  
CONTACT: TIM HOLT  
ORIGINAL CONTRACT AMOUNT: \$5,000,000.00  
FINAL ADJUSTED CONTRACT PRICE: \$7,500,000.00

MECCA LIBRARY & SHERIFF SUBSTATION  
COUNTY OF RIVERSIDE  
44-199 MONROE ST SUITE B  
INDIO, CA 92201  
CONTACT: LEAH RODRIGUEZ 760-863-2552  
ORIGINAL COMPLETION DURATION: 1 YEAR  
ACTUAL COMPLETION DURATION: 1 YEAR  
WORK PERFORMED: MECCA LIBRARY  
DATE COMPLETED: 2008

ARCHITECT: HILL PARTNERSHIP INC  
115 22<sup>ND</sup> ST  
NEWPORT BEACH, CA 92663  
949-675-6442  
CONTACT: CARYN CHAFFIN  
ORIGINAL CONTRACT AMOUNT: \$4,000,000.00  
FINAL ADJUSTED CONTRACT PRICE: \$4,700,000.00

RIPLEY FIRE STATION  
RIVERSIDE COUNTY EDA  
44-199 MONROE ST SUITE B  
INDIO, CA 92201  
CONTACT: MICHELLE CORREDATO 760-863-2552  
ORIGINAL COMPLETION DURATION: 1 YEAR  
ACTUAL COMPLETION DURATION: 1 YEAR  
WORK PERFORMED: NEW BUILDING  
DATE COMPLETED: 2008

ARCHITECT: STK ARCHITECTURE  
42095 ZEVO DR SUITE A-15  
TEMECULA, CA 92590  
951-296-9110  
CONTACT: TONY FINALDI  
ORIGINAL CONTRACT AMOUNT: \$2,568,000.00  
FINAL ADJUSTED CONTRACT PRICE: \$2,650,000.00

JACKIE LEE HOUSTON PLAZA  
CITY OF PALM SPRINGS  
3200 EAST TAHQUITZ CANYON  
PALM SPRINGS, CA 92262  
CONTACT: ALLEN SMOOT 760-323-8239  
ORIGINAL COMPLETION DURATION: 90 DAYS  
ACTUAL COMPLETION: 90 DAYS  
WORK PERFORMED: PUBLIC PARK  
DATE COMPLETED: 2009

ARCHITECT: DESIGN WORKSHOP  
128 MARKET ST SUITE 3E  
STATELINE, NV 89449  
775-588-5929  
ORIGINAL CONTRACT AMOUNT: \$520,000.00  
FINAL ADJUSTED CONTRACT PRICE: \$630,000.00

DOUG WALL CONSTRUCTION, INC.

ALUMNI CENTRE  
DESERT COMMUNITY COLLEGE DISTRICT  
43500 MONTEREY AVE  
PALM DESERT, CA 92260  
CONTACT: ELAINE SNYDER 760-773-2510  
ORIGINAL COMPLETION DATE: 2009  
ACTUAL COMPLETION DATE: 2009  
WORK PERFORMED: NEW BUILDING  
DATE COMPLETED: 2009

ARCHITECT: HOLT ARCHITECTS  
70-225 HWY 111 BLDG B #D  
RANCHO MIRAGE, CA 92270  
760-328-5280  
ORIGINAL CONTRACT AMOUNT: \$1,900,000.00  
FINAL ADJUSTED CONTRACT PRICE: \$1,900,000.00

SITE INFRASTRUCTURE PHASE 2  
DESERT COMMUNITY COLLEGE DISTRICT  
43500 MONTEREY AVE  
PALM DESERT, CA 92260  
CONTACT: ELAINE SNYDER 760-773-2510  
WORK PERFORMED: UNDERGROUND UTILITIES  
DATE COMPLETED: 2010

ARCHITECT: TMAD TAYLOR & GAINES  
3050 CHICAGO AVE SUITE 100  
RIVERSIDE, CA 92507  
STACEY HENSLEY 951-341-5423  
ORIGINAL CONTRACT AMOUNT: \$7,600,000.00  
FINAL ADJUSTED CONTRACT PRICE: \$7,900,000.00

COD PUBLIC SAFETY ACADEMY  
DESERT COMMUNITY COLLEGE DISTRICT  
43500 MONTEREY AVE  
PALM DESERT, CA 92260  
CONTACT: JEFF RAUSTEN 760-340-3597  
WORK PERFORMED: NEW BUILDING  
DATE COMPLETED: 2008

ARCHITECT: HMC ARCHITECTS  
ONTARIO, CA  
909-989-9979  
ORIGINAL CONTRACT AMOUNT: \$1,100,000.00  
FINAL ADJUSTED CONTRACT PRICE: \$1,200,000.00

CABOT YERXA ELEMENTARY SCHOOL #16  
PALM SPRINGS UNIFIED SCHOOL DISTRICT  
980 E TAHQUITZ CANYON WAY SUITE 204  
PALM SPRINGS, CA 92262  
CONTACT: ANNA GARCIA 760-416-6100  
WORK PERFORMED: NEW SCHOOL  
DATE COMPLETED: 2009

ARCHITECT: FLEWELLING & MOODY  
141 S LAKE AVE 2ND FLOOR  
PASADENA, CA 91101  
ORIGINAL CONTRACT AMOUNT: \$1,598,000.00  
FINAL ADJUSTED CONTRACT PRICE: \$2,000,000.00

INDIO HILLS COMMUNITY CENTER  
COUNTY OF RIVERSIDE  
44-199 MONROE ST SUITE B  
INDIO, CA 92201  
CONTACT: JOAQUIN TIJERINA 760-863-2529  
WORK PERFORMED: NEW BUILDING  
DATE COMPLETED: 2009

ARCHITECT: INTEGRATED INFRASTRUCTURE  
1334 N SULTANA AVE  
ONTARIO, CA 91764  
TONY PALMISANO 909-460-1338  
ORIGINAL CONTRACT AMOUNT: \$1,300,000.00  
FINAL ADJUSTED CONTRACT PRICE: \$1,500,000.00

CALIFORNIA VILLAS  
PALM DESERT REDEVELOPMENT AGENCY  
73-510 FRED WARING DR SUITE 200  
PALM DESERT, CA 92260  
CONTACT: JAMES CONWAY 760-346-0611  
WORK PERFORMED: REMODEL  
DATED COMPLETED: 2009

ARCHITECT: PREST VUKSIC  
44-530 SAN PABLO AVE SUITE 200  
PALM DESERT, CA 92260  
DAVID DRAKE 760-779-5393  
ORIGINAL CONTRACT AMOUNT: \$3,100,000.00  
FINAL ADJUSTED CONTRACT PRICE: \$3,200,000.00



**6. LICENSE**

Bidder currently has the following license(s):

License Class: A, B, C9, C27 License No: 743112

Expiration Date: 11-30-11 Additional Classification(s) \_\_\_\_\_

**7. BIDDER DATA:**

Full legal name of firm: Doug Wall Construction, Inc.

Name under which firm  
does business: Doug Wall Construction, Inc.

Address: 78450 Ave 41

Bermuda Dunes, CA 92203

Phone: 760-772-8446 Fax \_\_\_\_\_

Type of Organization (corporation, partnership, etc.):

Corporation

**8. BIDDER SIGNATURE**

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

Name: Doug Wall

Title: President

Date: 5-19-10

**BID BOND**

1. Doug Wall Construction, Inc., hereafter called "Contractor," has submitted its bid to the **RIVERSIDE COUNTY PARKS DEPARTMENT**, hereafter called "Department," for the construction referred to generally as the **Phase 2 Improvements at Mayflower Park** in accordance with a Notice Inviting Bids from the Department dated April, 2010.

2. Berkley Regional Insurance Company, hereafter called "Surety," is the surety of this bond.

**Agreement:**


We, Contractor as principal and Surety as surety, jointly and separately agree and state as follows:

1. The amount of the obligation of this bond is 10% of the amount of Contractor's bid and inures to the benefit of the Department.
2. This bond is exonerated by: (1) the Department rejecting Contractor's bid; or, (2) if Contractor's bid is accepted, Contractor executes the Agreement and furnishes the required bonds. Otherwise, it remains in full force and effect for the recovery of loss, damage and expense of the Department resulting from failure of Contractor to act as agreed to in its bid.
3. Surety, for value received, stipulates and agrees that its obligations hereunder shall in no way be impaired or affected by any extension of time within which the Department may accept the bid and waives notice of any such extension.
2. This bond is binding upon the heirs, executors, administrators, successors and assigns of Contractor and Surety.

**SIGNATURES MUST BE NOTARIZED** - Attach Acknowledgments


**SURETY**

Berkley Regional Insurance Company

BY:   
NAME: Stephanie Pham  
TITLE: Attorney-in-Fact  
DATE: May 11, 2010

**CONTRACTOR**

Doug Wall Construction, Inc.

BY:   
NAME: Doug Wall  
TITLE: President  
DATE: May 11, 2010

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange }

On 5/11/10 before me, Irene Luong, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Stephanie Pham  
Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature [Handwritten 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: Stephanie Pham

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

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

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

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

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

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of RIVERSIDE }

On 5-19-10 before me, KAREN SUE ISHAM, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared DOUG WALL  
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]  
Signature of Notary Public



Place Notary Seal and/or Stamp 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: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

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

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

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

Individual  Partner —  Limited  General  Individual  Partner —  Limited  General

Attorney in Fact  Attorney in Fact  Trustee  Trustee

Guardian or Conservator  Guardian or Conservator

Other: \_\_\_\_\_  Other: \_\_\_\_\_

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POWER OF ATTORNEY
BERKLEY REGIONAL INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY REGIONAL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Urbandale, Iowa, has made, constituted and appointed, and does by these presents make, constitute and appoint: Eric Lowey, Mark Richardson or Stephanie Pham of Pinnacle Surety & Insurance Services, Inc. of Costa Mesa, CA

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Thirty Million and 00/100 Dollars (\$30,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on August 21, 2000:

"RESOLVED, that the proper officers of the Company are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 5 day of May, 2009.

Attest:
By [Signature]
Ira S. Lederman
Senior Vice President & Secretary

Berkley Regional Insurance Company
By [Signature]
Robert P. Cole
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT )
) ss:
COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 5 day of May, 2009, by Robert P. Cole and Ira S. Lederman who are sworn to me to be the Senior Vice President, and the Senior Vice President and Secretary, respectively, of Berkley Regional Insurance Company.

EILEEN KILLEEN
NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 30, 2012
[Eileen Killeen Signature]
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY REGIONAL INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 11th day of May, 2010.

(Seal)
[Signature]
Steven Coward

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.

# Inquiry and Notification Rider

Berkley Surety Group, LLC is the affiliated underwriting manager for all of the surety business of the following affiliated companies: Acadia Insurance Company, Berkley Regional Insurance Company, Carolina Casualty Insurance Company, Union Standard Insurance Company, Union Insurance Company and Continental Western Group Insurance Company.

**To verify the authenticity of this bond please call:  
(973) 775-5021 or Telefax (973) 775-5024**

---

Any written notices, inquiries, claims or demands to the surety on the bond to which this Rider is attached should be directed to:

**Berkley Surety Group, LLC  
412 Mt. Kemble Ave.  
Suite 310N  
Morristown, NJ 07960  
Attention: Surety Claims Department**

Or

**Telefax: (866) 408-2421**

Please include with all notices the bond number and the name of the principal on the bond. Where a claim is being asserted please set forth generally the basis of the claim. In the case of a payment or performance bond please identify the project to which the bond pertains.



**BERKLEY SURETY GROUP**

**AFFIDAVIT FOR CORPORATE CONTRACTOR  
NON-COLLUSION**

I, Doug Wall, being first duly sworn,  
deposes and says:

That he or she is President of

Doug Wall Construction, Inc.,

a corporation which is 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 sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and 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 of that of any other bidder, or to secure any advantage against the Riverside County Parks Department or anyone interested in the proposed contract; that all statements contained in the bid are true; and 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 person, corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

BY: 

NAME: Doug Wall

TITLE: President

DATE: 5-19-10

*ATTACHED*

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature and stamp of Notary  
administering oath

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
 County of RIVERSIDE }  
 On 5-19-10 before me, KAREN SUE ISHAM, NOTARY PUBLIC,  
Date Here Insert Name and Title of the Officer  
 personally appeared DONG WALL  
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: [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal and/or Stamp 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: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

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

Individual  Partner —  Limited  General  Individual  Partner —  Limited  General

Attorney in Fact  Attorney in Fact

Trustee  Trustee

Guardian or Conservator  Guardian or Conservator

Other: \_\_\_\_\_  Other: \_\_\_\_\_

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





Date: April 29, 2010

To: All prospective bidders and plan holders

Addendum Number 1

**Request for Bid #PKARC-070  
PHASE 2 IMPROVEMENTS AT MAYFLOWER PARK  
RIVERSIDE COUNTY PARKS DEPARTMENT**

1. The following drawings are issued as part of Addendum no. 1

<b>Civil</b>	<b>Architectural</b>	<b>Landscape</b>
CS	T-1	COVER
CUD.1	A-2.2	L-100
CUD.2	A-2.2	L-101
CUD.3	A-3.1	L-102
CSD.1	A-3.2	L-200
CSD.2	A-3.3	L-201
CSD.3	A-4.1	L-202
CSD.4	A-4.2	L-203
CWSM.1	A-5.1	L-204
CWSM.2	A-5.2	L-300
CWSM.3	A-6.1	L-301
CWSM.4	A-6.2	L-302
CWSM.5	A-6.3	L-303
CFS.1	A-7.1	L-304
CFS.2	A-8.1	L-305
CFS.3	A-8.2	L-400
CFS.4	SN.1	L-500
CET.1	SN.2	L-501
CET.2	ST.0B-1	L-502
CPG.1	S1.10	L-503
CPG.2	S1.11	L-504
CPG.3	S1.20	L-600
CPG.4	S1.21	
CPG.5	S2.10	
CPG.6	S2.11	
CPG.7	S2.20	
CPG.8	S2.21	
SWPPP.1	S3.10	
SWPPP.2	S3.11	
SWPPP.3	S4.10	
WQMP.1	M-1	
PM10 Report	M-2 HVAC	
WWMP Report	M-2 DETAILS	

	P-1	
	P-2	
	P-3	
	E-1	
	T24-1	
	T24-2	
	T24-3	
	T24-4	

**The Bidder is hereby notified; Addendum Number 1 must be acknowledged as stipulated under Section 2 "INSTRUCTIONS TO BIDDERS", and submitted as part of the Bid. Failure to do so shall result in the District designating said bid as "Non-Responsive".**

**ISSUED:**



Steve Lech.

**BIDDER ACKNOWLEDGMENT:**



Signature acknowledging receipt of Addendum No. 1

Doug Wall President 5-19-10  
Printed Name & Date

Doug Wall Construction Inc  
Company

END OF ADDENDUM NUMBER 1

**This addendum No. 1 shall be signed by the Bidder and returned together with the Bidder's sealed Bid Proposal.**

Date: May 10, 2010

To: All prospective bidders and plan holders

## Addendum Number 2

### **Request for Bid #PKARC-070 PHASE 2 IMPROVEMENTS AT MAYFLOWER PARK RIVERSIDE COUNTY PARKS DEPARTMENT**

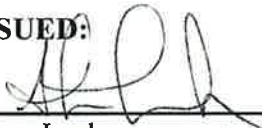
1. The Section 7 Technical Specifications of the bid documents is hereby replaced with Attachment #1 Technical Specifications issued.
2. Section 8 is hereby added to the bid documents as Special Provision as Attachment #2.
3. The preliminary soils report prepared by Earth Systems is hereby issued as Attachment #3 for informational purposes only and as a courtesy for prospective bidders.. The soils investigation performed by Earth systems was prepared for DESIGN purposes only. The contractor cannot use this document as grounds for future change order requests. The bidder is required to examine the site and perform any test it deems appropriate to determine the subsurface soil conditions. .No warranty as to the accuracy of this report is assumed by the County, Design Engineer, or Geotechnical Engineer.
4. The Bid Form table of Bid Items is hereby replaced with Attachment #4 Bid Items along with Bid Area Exhibit.
5. The following Maintenance Bond for the Community well System is hereby issued as Attachment #5
6. The following Maintenance Bond for the Fire Suppression System is hereby issued as Attachment #6
7. The Contractor shall provide a work location within the required on-site office trailer for the Project Manager from the Riverside County Economic Development Agency. The Project Manager shall have access to data lines, electricity, and shall have a desk and chair.
8. The Contractor shall provide an on-site water storage tank to store construction water needs. The existing on-site water well and 6<sup>th</sup> Avenue irrigation canal may be used as a source of water. Contractor shall coordinate with Park Ranger Duane Forrest (760) 578-4702
9. The new deadline for questions related to this project is Thursday May 13 at 10:00 am. No more questions will be answered after that time.
10. If the contractor wishes to reside on-site during the construction period, all applicable camping fees will be assessed. Please call 1-800-234-PARK for the latest fees.

11. The Liquidated Damages **Fee** is hereby revised from five hundred dollars \$500 per day to **two thousand five hundred dollars (\$2,500) per calendar day**. All Remainder terms of the Liquidated Damages Section shall remain in effect..
12. The following drawings are issued as part of Addendum no. 2

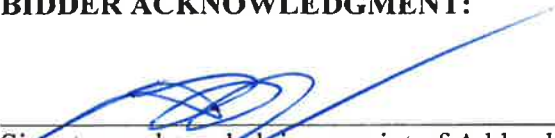
<b>Civil</b>				
CUD.1	CSD.1	CWSM.1	CET.1	CPG.1
CUD.2	CSD.2	CWSM.2	CET.2	CPG.2
CUD.3	CSD.3	CWSM.3		CPG.3
	CSD.4	CWSM.4		CPG.4
		CWSM.5		CPG.5
				CPG.6
				CPG.7
				CPG.8

*The Bidder is hereby notified; Addendum Number 2 must be acknowledged as stipulated under Section 2 "INSTRUCTIONS TO BIDDERS", and submitted as part of the Bid. Failure to do so shall result in the District designating said bid as "Non-Responsive".*

**ISSUED:**

  
 \_\_\_\_\_  
 Steve Lech.

**BIDDER ACKNOWLEDGMENT:**

  
 \_\_\_\_\_  
 Signature acknowledging receipt of Addendum No. 2

Doug Wall Construction Inc.  
Doug Wall, President 5-19-10  
 Printed Name & Date

Company

END OF ADDENDUM NUMBER 2

**This addendum No. 2 shall be signed by the Bidder and returned together with the Bidder's sealed Bid Proposal.**

Date: May 13, 2010

To: All prospective bidders and plan holders

Addendum Number 3

**Request for Bid #PKARC-070  
PHASE 2 IMPROVEMENTS AT MAYFLOWER PARK  
RIVERSIDE COUNTY PARKS DEPARTMENT**

1. **Question:** *Is the bid deadline going to be extended?*  
**Answer:** Any of you who attended the job walk know that there will be no extensions of any kind. THE ONLY SOURCE FOR ACCURATE INFORMATION REGARDING THIS PROJECT IS THROUGH OCB AND THE ADDENDA WE PUBLISH THERE.
2. The bidder is hereby directed to replace the section 8 Special Provision 1 -Water Well issued with attachment #2 of addenda #2 with the Attachment #1 Addendum #3 Section 8 Special Provision 1 – Water Well.
3. The attached water quality report dated 12/10/2007 is hereby issued as Attachment #2 Addendum #3 **for informational purposes only** and as a courtesy for prospective bidders. The water quality test was performed for informational purposes only. The contractor cannot use this document as grounds for future change order requests. The bidder is required to perform any test it deems appropriate to determine the actual water quality at the proposed well location. No warranty as to the accuracy of this report is assumed by the County or Design Engineer.
4. The bidder is hereby directed to include the technical specification **23 24 01 Commercial Ceiling Fans** labeled as Attachment #3 Addendum #3 into Section 7 of Technical Specification.

*The Bidder is hereby notified; Addendum Number 3 must be acknowledged as stipulated under Section 2 "INSTRUCTIONS TO BIDDERS", and submitted as part of the Bid. Failure to do so shall result in the District designating said bid as "Non-Responsive".*

ISSUED:

  
\_\_\_\_\_  
Steve Lech.

**BIDDER ACKNOWLEDGMENT:**



Signature acknowledging receipt of Addendum No. 3

Doug Wall      5-19-10  
Printed Name & Date

Doug Wall Construction Inc  
Company

**END OF ADDENDUM NUMBER 3**

**This addendum No. 3 shall be signed by the Bidder and returned together with the Bidder's sealed Bid Proposal.**



**DOUG WALL CONSTRUCTION, INC.**

CA St. Lic # 743112

78-450 Avenue 41

Bermuda Dunes, CA 92203

**SEALED BID RECEIVED  
CLERK OF THE BOARD OF SUPERVISORS**

RECEIVED RIVERSIDE COUNTY  
CLERK / BOARD OF SUPERVISORS

2010 MAY 19 AM 9:56

RIVERSIDE COUNTY PARKS DEPARTMENT  
4600 CRESTMORE RD  
RIVERSIDE, CA 92509

BID FOR:  
PHASE 2 IMPROVEMENTS AT  
MAYFLOWER PARK

5-19-10

10:00 AM

WILSON ARCHITECTS

**Proposal  
For The**

**Mayflower Park  
Site Improvement Project**

**Presented to  
Riverside County  
Clerk of the Board  
4080 Lemon Street (1<sup>st</sup> Floor)  
Riverside, CA 92501**

**Wednesday May 19, 2010  
10:00am**

**263 N. Intake Blvd  
Blythe, CA 92225  
PHONE (760) 922-5327  
FAX (760) 922-5493**



## Table of Contents

- Bid Form
- Designation of Subcontractors
- Contractor Information
- Bid Bond
- Non-Collusion Affidavit
- Addenda
- Contractors License

BID FORM

DATE: 5/19/10

TO: Riverside County Parks Department

BIDDER: AEL CONSTRUCTION, INC.  
(Full Legal Business Name)

The undersigned bidder, having carefully examined the site and the Contract Documents for the construction of the **Phase 2 Improvements at Mayflower Park**, hereby proposes to construct the work in accordance with the Contract Documents for the amount stated in this bid.

**By submitting this bid, bidder agrees:**

- A. If this bid is accepted, the bidder will enter into a written contract with the Department.
- B. Bidder shall enter into such contract and accept the price shown in this Bid Form as full and complete payment for the work done.
- C. Any sub-tier contract signed by the bidder and any subcontractor or any other party relating to this project must contain or incorporate the same terms as contained in the contract between the bidder and the Department.
- D. To execute the Agreement and deliver the full executed Performance Bond, Payment Bond and insurance certificates within ten (10) days after the Bidder is notified of award the Contract.
- E. Contractor is required to provide a current list of all construction related litigation that their company has been involved in during the last ten (10) years, including work that was performed by the Principal departments of the company under a different name or as a subcontractor.
- F. Submit to the Department such additional information as the Department may require to determine whether its bid is the lowest responsive/responsible bid submitted, or such additional information which the Department may require to determine if the bidder can properly do the work.
- G. The statements made in this bid are made under penalty of perjury.
- H. Price includes all labor, materials, mobilization, historical salvage, protection and restoration of historic features, seismic stabilization, drainage composite, concrete rehabilitation, masonry, carpentry, anchorage work, waterproofing, metal, sealant, wood windows, painting, equipment, transportation, tools, appurtenances, supervision and clean up for full compensation of the work. The bidder shall include in the prices for the stated bid items all work required by the Contract Documents.
- I. Amounts are to be shown in both words and figures (where indicated). In the event of any discrepancy, the amount shown in words will take precedence.
- J. Unit prices shall represent a true unit price for such item, which will be used for changes in the work during construction.
- K. All bids received by the Department are good for ninety (90) days from the date of receipt.

**ATTACHMENT #4 ADDENDUM #2**

**BASE BID** - Provide all of the following in accordance with the Contract Documents:

ITEM NO.	BID ITEM (Written in Words)	UNIT	UNIT PRICE	ITEM TOTAL (Lump Sum in Figures)
1.	<b>Mobilization (including bonds and insurance):</b>	L.S.	\$	\$ <b>119,587.00</b> (In Figures)
	<i>One Hundred Nineteen Thousand Five Hundred Eighty Seven</i> (In Words)			
2.	<b>De-Mobilization and Clean Up:</b>	L.S.	\$	\$ <b>22,200.00</b> (In Figures)
	<i>Twenty Two Thousand Two Hundred</i> (In Words)			
3.	<b>Construction of Electrical and Telephone service</b> Furnish and install new electrical and telephone service and distribution system including trenching conduit, wiring and related accouterments; (include demolition, grading and paving within all necessary areas) per plans and specifications.	L.S.	\$	\$ <b>30,920.00</b> (In Figures)
	<i>Three Hundred One Thousand Nine Hundred Twenty</i> (In Words)			
4.	<b>Installation of a Well and Domestic Water system:</b> Drill, encase, and set up a new potable water well including, hydropneumatic tank, water filter, piping and valves with all related accouterments (include demolition, grading and paving within Bid Area 4) according to the plans and specifications:	L.S.	\$	\$ <b>477,300.00</b> (In Figures)
	<i>Four Hundred Seventy Seven Thousand Three Hundred</i> (In Words)			
5.	<b>Installation of a Fire system:</b> Furnish and install on-site fire system including storage tank, fire pump, backup generator and related piping and valves with all related accouterments (include demolition, grading and paving within Bid Area 5) according to the plans and specifications:	L.S.	\$	\$ <b>210,900.00</b> (In Figures)
	(In			(In Figures)

**ATTACHMENT #4 ADDENDUM #2**

		Figures)				
	<i>Two Hundred Ten Thousand Nine Hundred</i>					
	(In Words)					
6	<b>Construction of a Maintenance Building:</b> Construct a new maintenance building (include demolition, grading, paving, surface improvements and landscaping within Bid Area 6) according to the plans and specifications:	L.S.	\$		\$	<i>663,028<sup>00</sup></i>
						(In Figures)
	<i>Six Hundred Sixty Thousand Twenty Eight</i>					
	(In Words)					
7	<b>Construction of a Entry Kiosk:</b> Construct a new Entry Kiosk (include demolition, grading, paving, surface improvements and landscaping within Bid Area 7) according to the plans and specifications:	L.S.	\$		\$	<i>521,340<sup>00</sup></i>
						(In Figures)
	<i>Five Hundred Twenty One Three Hundred Forty</i>					
	(In Words)					
8	<b>Construction of four Trash Enclosure structures:</b> Construct a Trash Enclosure structure, (include demolition, grading paving and surface improvements within Bid Area 8) per plans and specifications	L.S.	\$		\$	<i>68,667<sup>00</sup></i>
						(In Figures)
	<i>Sixty Eight Thousand Six Hundred Sixty Seven</i>					
	(In Words)					
8A	<b>Construction of Trash Enclosure structure:</b> Construct a Trash Enclosure structure, (include demolition, grading, paving and surface improvements within Bid Area 8) per plans and specifications	Per unit	\$	<i>17,168<sup>00</sup></i>		
						(In Figures)
	<i>SEVENTEEN THOUSAND ONE HUNDRED SIXTY EIGHT DOLLARS</i>					
	(In Words)					
9	<b>RV Storage Lot Improvements:</b> Furnish and install site improvements for RV Storage Lot (include demolition, grading and related					

**ATTACHMENT #4 ADDENDUM #2**

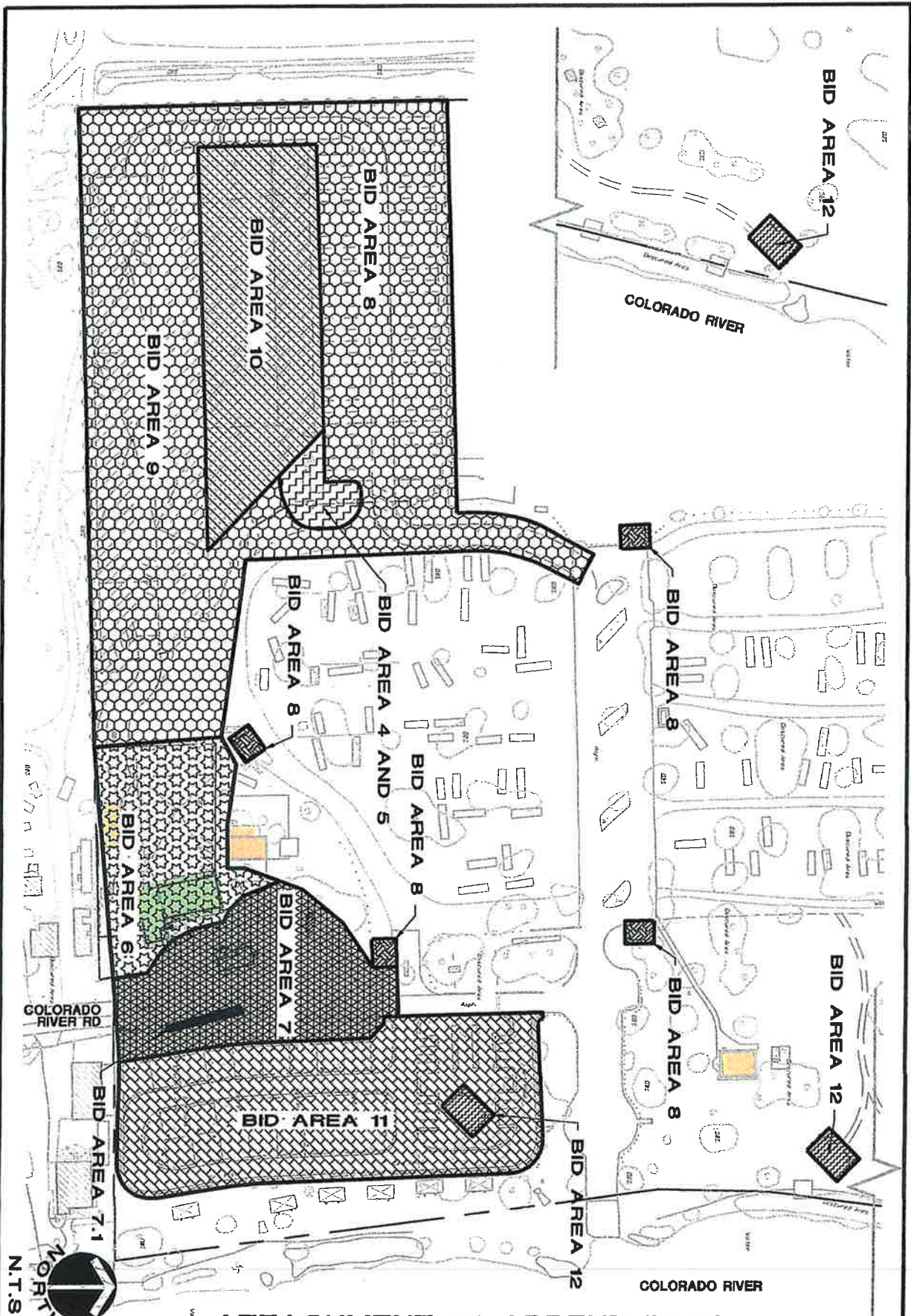
	paving landscaping and surface improvements within Bid Area 9) per plans and specifications:	L.S.	\$		\$	347,185 <sup>00</sup>
						(In Figures)
						<i>Three Hundred Forty Seven Thousand One Hundred Eighty Five Dollars</i> (In Words)
10	<b>RV Storage Lot Improvements:</b> Furnish and install site improvements for RV Storage Lot (include demolition, grading and related paving landscaping and surface improvements within Bid Area 10) per plans and specifications:	L.S.	\$		\$	48,590 <sup>00</sup>
						(In Figures)
						<i>Forty Eight Thousand Five Hundred Ninety Dollars</i> (In Words)
11	<b>Construction of a new Tent Camping Area:</b> Construct the new tent camping areas (include demolition, grading and related paving landscaping and surface improvements within Bid Area 11) per plans and specifications:	L.S.	\$		\$	184,861 <sup>00</sup>
						(In Figures)
						<i>One Hundred Eighty Four Thousand Eight Hundred Sixty One Dollars</i> (In Words)
12	<b>Pre-Fabricated Shade Structure(s):</b> Furnish and install three (3) prefabricated shade structures including concrete slab and screen wall, (include demolition, grading paving and surface improvements within Bid Area 12) per plans and specifications	L.S.	\$		\$	209,917 <sup>00</sup>
						(In Figures)
						<i>Two Hundred Nine Thousand Nine Hundred Seventeen AND NO 100</i> (In Words)
12A	<b>Pre-Fabricated Shade Structure(s):</b> Price per shade structure including concrete slab and screen wall, (include demolition, grading paving and surface improvements within Bid Area 12) per plans and specifications	Per unit	\$	69,972 <sup>00</sup>		
						(In Figures)
						<i>Sixty Nine Thousand Nine Hundred Seventy Two</i> (In Words)

**ATTACHMENT #4 ADDENDUM #2**

13	<b>Construct Sewer and Storm Drain Systems:</b> Furnish and install sewer and storm drain system including piping, trenching, dewatering, compaction, manholes, wetwell, drywells and associated structures and all related accouterments, including demolition, grading paving and surface improvements within all necessary areas per plans and specifications	L.S.	\$		\$ 209,000 <sup>00</sup>
(In Figures)					
(In Words)					

**BASE BID (TOTAL AMOUNT OF ALL BID ITEMS 1 through 13 excluding 8A and 12A):**

*Three Million Three Hundred Eighty One Thousand Four* \$ 3,381,495<sup>00</sup>  
*Hundred Ninety Five and 00/100* (In Words) (In Figures)



ATTACHMENT #4 ADDENDUM #2

Date: 05/03/2010



**MSA CONSULTING, INC.**  
 PLANNING ■ CIVIL ENGINEERING ■ LAND SURVEYING  
 34200 Bob Hope Drive ■ Rancho Mirage ■ CA 92270  
 Telephone (760) 320-9811 ■ Fax (760) 323-7893

**BID AREA EXHIBIT**  
**RIVERSIDE COUNTY PARKS**  
**MAYFLOWER PARK**

RA2005-VACAD-BID AREA EXHIBIT.dwg, 5/10/2010 2:07:56 PM, M.Coleman, MSA Consulting, Inc.

2. DESIGNATION OF SUBCONTRACTORS

Bidder 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 the total bid. Additional information requested by Department must be provided by bidder.

PORTION OF THE WORK	SUBCONTRACTOR NAME AND LICENSE NUMBER	ADDRESS	PHONE FAX
CONCRETE	EXCEL CONCRETE #510293	PALM DESERT, CA	Ph: 760 346-2700
			Fax: 833-0010
MASONRY	HAXTON MASONRY 777133	YUMA, AZ	Ph: 28 344-6174
			Fax: 28-344-8791
FENCING	AFFORDABLE FENCE 925862	YUMA, AZ	Ph: 928-257-9636
			Fax: 928 345-9329
ROUGH CARPENTRY	BMC SELECT 870590	INDIO, CA	Ph: 760 770-3303
			Fax: 760-391-4229
METAL ROOFING OVERHEAD DOORS	CIRCLE CITY ROOFING	NORCO, CA	Ph: 951 736-5252
			Fax: 951
SUPERIOR DOOR	736878	EL CAJON, CA	Ph: 619 562-0224
			Fax: 619 562-1327
PLUMBING UNDERGROUND UTILITIES	JPI PLUMBING	MURRIETA, CA	Ph: 951 973-7680
			Fax: 951 973-7690
ELECTRICAL	JOHNSON ELECTRIC 250697	BLYTHE, CA	Ph: 760 922-8139
			Fax: 760 922-5252
GRADING	JAMES O. RUE 516895	PALM DESERT, CA	Ph: 760 200-8717
			Fax: 760 200-8727
ASPHALT PAVERS	COOLEY CONSTRUCTION 348038	HESPERIA, CA	Ph: 760 948-8400
			Fax: 760 948-8439
LANDSCAPING	EXCEL CONCRETE 510293	PALM DESERT, CA	Ph: 760 346-2700
			Fax: 760 833-0010
WELL	SIERRA LANDSCAPE 492834	PALM DESERT, CA	Ph: 760 328-8900
			Fax: 760 328-8944
SHADE STRUCTURE	JPI PLUMBING	MURRIETA, CA	Ph: 951 973-7680
			Fax: 951 973-7690
PAINT	HANSON ASSOC. 928149	TUSTIN, CA	Ph: 714 368-1922
			Fax: 714 368-1925
	SIMMONS + WOOD 272910	LAKESIDE, CA	Ph: 619 561-1318
			Fax: 619 561-2544

Note: If additional space is needed attach a separate sheet.



3. **CONSTRUCTION LITIGATION**

N/A

Contractor will attach a current list of all construction related litigation that their company has been involved in during the last ten (10) years, including work that was performed by the Principal departments of the company under a different name or as a subcontractor.

4. **ADDENDA**

Bidder acknowledges receipt of the following addenda:

ADDENDUM # 1 - 4/29/10 (SEE ATTACHED TAB)  
ADDENDUM # 2 - 5/10/10 (SEE ATTACHED TAB)  
ADDENDUM # 3 - 5/13/10 (SEE ATTACHED TAB)

5. **SITE INSPECTION**

Person who inspected the site on behalf of the bidder:

NAME: LEE MINOR

TITLE: PROJECT MANAGER - ESTIMATOR

DATE OF INSPECTION: 6-5-10

6. **PROJECTS OF SIMILAR NATURE**

List five (5) projects of similar nature completed by bidder. Listing is to provide references with current address and telephone number. Attach additional page if needed.

PROJECT NAME	PROJECT ADDRESS	DEPARTMENTS NAME	DEPARTMENTS PHONE/FAX
<del>(SEE ATTACHED SHEETS)</del>			Ph:
			Fax:
<del>(SEE ATTACHED SHEETS)</del>			Ph:
			Fax:
<del>(SEE ATTACHED SHEETS)</del>			Ph:
			Fax:
<del>(SEE ATTACHED SHEETS)</del>			Ph:
			Fax:
<del>(SEE ATTACHED SHEETS)</del>			Ph:
			Fax:

6. **LICENSE**

Bidder currently has the following license(s):

License Class: B License No: 681424

Expiration Date: 12/31/10 Additional Classification(s) A

7. **BIDDER DATA:**

Full legal name of firm: AEL CONSTRUCTION, INC.

Name under which firm does business: SAME

Address: 505 STATE PLACE

ESCONDIDO, CA 92029

Phone: 760-432-8605 Fax 760-747-2167

Type of Organization (corporation, partnership, etc.):

CORPORATION

8. **BIDDER SIGNATURE**

Signature: 

Name: DEREK FRAHMANN

Title: RMO - SECRETARY

Date: 5/19/10

Representative Projects

PROJECT 1

Project 1 Name PALO VERDE COLLEGE - PERFORMING ARTS COMPLEX  
Project Address ONE COLLEGE DRIVE BLYTHE, CA 92225  
Building Type MASONRY Gross Floor Area 37,000 SF  
Construction Cost 3,225,000.<sup>00</sup> Date Completed IN PROGRESS  
Owner Contact Name and Telephone Number JOHN MADOLE (760) 921-5447  
Architect Contact Name and Telephone Number JIM SPENCER (909) 971-6400

PROJECT 2

Project 1 Name RIPLEY FARM WORKER'S HOUSING  
Project Address 24-501 SCHOOL ROAD RIPLEY, CA 92504  
Building Type (S) MULTI DUPLEX DWELLING Gross Floor Area 2000 SF PER BLDG.  
Construction Cost 9,297,000.<sup>00</sup> Date Completed 8/15/08  
Owner Contact Name and Telephone Number JIM CARPENTER (951) 343-5402  
Architect Contact Name and Telephone Number MARIA SUNCH (760) 323-4990

PROJECT 3

Project 1 Name PALO VERDE COLLEGE - PHYSICAL EDUCATION CENTER  
Project Address ONE COLLEGE DRIVE BLYTHE, CA 92225  
Building Type MASONRY Gross Floor Area 26,500 SF  
Construction Cost 9,009,000.<sup>00</sup> Date Completed 7/28/08  
Owner Contact Name and Telephone Number JOHN MADOLE (760) 921-5447  
Architect Contact Name and Telephone Number JIM SPENCER (909) 971-6400

**SIMILAR PROJECTS**

(Continued)

**PROJECT 4**

Project 1 Name SAN PASQUAL CULTURAL CENTER  
Project Address 25630 LAKE WOHLFORD ROAD VALLEY CENTER, CA  
Building Type WOOD FRAMED Gross Floor Area 6,200 SF  
Construction Cost 2,485,000.<sup>00</sup> Date Completed 6/15/09  
Owner Contact Name and Telephone Number DAVE TOLER (700) 749-3200  
Architect Contact Name and Telephone Number DREW HUBBELL (619) 231-0446

**PROJECT 5**

Project 1 Name PALO VERDE COLLEGE - TECHNOLOGIES BUILDING  
Project Address ONE COLLEGE DRIVE BLYTHE, CA 92225  
Building Type CONCRETE TILT-UP Gross Floor Area 20,000 SF  
Construction Cost 4,960,000.<sup>00</sup> Date Completed 6/13/07  
Owner Contact Name and Telephone Number JOHN MADOLE (700) 921-5447  
Architect Contact Name and Telephone Number JIM SPENCER (709) 971-6400

END OF CONTRACTOR'S CERTIFICATION OF QUALIFICATION  
FOR LICENSE CLASSIFICATION

**BID BOND**

1. AEL CONSTRUCTION, INC., hereafter called Contractor," has submitted its bid to the **RIVERSIDE COUNTY PARKS DEPARTMENT**, hereafter called "**Department**," for the construction referred to generally as the **Phase 2 Improvements at Mayflower Park** in accordance with a Notice Inviting Bids from the Department dated 5/19/2010.

2. INSURANCE COMPANY OF THE WEST, hereafter called "Surety," is the surety of this bond.

**Agreement:**

We, Contractor as principal and Surety as surety, jointly and separately agree and state as follows:

1. The amount of the obligation of this bond is 10% of the amount of Contractor's bid and inures to the benefit of the Department.
2. This bond is exonerated by: (1) the Department rejecting Contractor's bid; or, (2) if Contractor's bid is accepted, Contractor executes the Agreement and furnishes the required bonds. Otherwise, it remains in full force and effect for the recovery of loss, damage and expense of the Department resulting from failure of Contractor to act as agreed to in its bid.
3. Surety, for value received, stipulates and agrees that its obligations hereunder shall in no way be impaired or affected by any extension of time within which the Department may accept the bid and waives notice of any such extension.
2. This bond is binding upon the heirs, executors, administrators, successors and assigns of Contractor and Surety.

**SIGNATURES MUST BE NOTARIZED** - Attach Acknowledgments

**SURETY**

BY: John T. Dole  
NAME: JOHN T. DOLE  
TITLE: ATTORNEY-IN-FACT  
DATE: APRIL 28, 2010

**CONTRACTOR**

BY: Derek Frahm  
NAME: DEREK FRAHM  
TITLE: SECRETARY  
DATE: 5.14.10

*SEE NOTARY ATTACHMENT*

ICW GROUP  
Power of Attorney  
Insurance Company of the West  
Explorer Insurance Company Independence Casualty and Surety Company

KNOW ALL MEN BY THESE PRESENTS: That Insurance Company of the West, a Corporation duly organized under the laws of the State of California, Explorer Insurance Company, a Corporation duly organized under the laws of the State of California, and Independence Casualty and Surety Company, a Corporation duly organized under the laws of the State of Texas, (collectively referred to as the "Companies"), do hereby appoint

NICKI EDWARDS, JOHN T. DOLE, DANIEL P. DOLE, ROBERT P. DOLE

their true and lawful Attorney(s)-in-Fact with authority to date, execute, sign, seal, and deliver on behalf of the Companies, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

In witness whereof, the Companies have caused these presents to be executed by its duly authorized officers this 2nd day of January, 2008.



*Jeffrey D. Sweeney*

Jeffrey D. Sweeney, Assistant Secretary

State of California } ss.  
County of San Diego

INSURANCE COMPANY OF THE WEST  
EXPLORER INSURANCE COMPANY  
INDEPENDENCE CASUALTY AND SURETY COMPANY

*J. Douglas Browne*

J. Douglas Browne, Senior Vice President

On May 21, 2009, before me, JoAnn Pache, Notary Public, personally appeared J. Douglas Browne and Jeffrey D. Sweeney, 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 they executed the same in their authorized capacities, and that by their signatures on the instrument, the entity upon behalf of which the persons 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.



*JoAnn Pache*

JoAnn Pache, Notary Public

RESOLUTIONS

This Power of Attorney is granted and is signed, sealed and notarized with facsimile signatures and seals under authority of the following resolutions adopted by the respective Boards of Directors of each of the Companies:

"RESOLVED: That the President, an Executive or Senior Vice President of the Company, together with the Secretary or any Assistant Secretary, are hereby authorized to execute Powers of Attorney appointing the person(s) named as Attorney(s)-in-Fact to date, execute, sign, seal, and deliver on behalf of the Company, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

RESOLVED FURTHER: That the signatures of the officers making the appointment, and the signature of any officer certifying the validity and current status of the appointment, may be facsimile representations of those signatures; and the signature and seal of any notary, and the seal of the Company, may be facsimile representations of those signatures and seals, and such facsimile representations shall have the same force and effect as if manually affixed. The facsimile representations referred to herein may be affixed by stamping, printing, typing, or photocopying."

CERTIFICATE

I, the undersigned, Assistant Secretary of Insurance Company of the West, Explorer Insurance Company, and Independence Casualty and Surety Company, do hereby certify that the foregoing Power of Attorney is in full force and effect, and has not been revoked, and that the above resolutions were duly adopted by the respective Boards of Directors of the Companies, and are now in full force.

IN WITNESS WHEREOF, I have set my hand this 28 day of April, 2010.

*Jeffrey D. Sweeney*

Jeffrey D. Sweeney, Assistant Secretary

To verify the authenticity of this Power of Attorney you may call 1-800-877-1111 and ask for the Surety Division. Please refer to the Power of Attorney Number, the above named individual(s) and details of the bond to which the power is attached. For information or filing claims, please contact Surety Claims, ICW Group, 11455 El Camino Real, San Diego, CA 92130-2045 or call (858) 350-2400.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

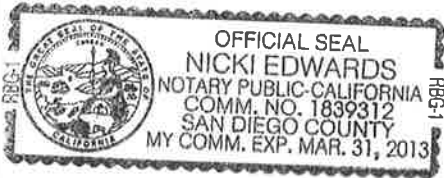
County of San Diego

On April 28, 2010 before me, Nicki Edwards, Notary Public,

personally appeared John T. Dole,

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 the 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.

*Nicki Edwards*

Signature of Notary

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL
- CORPORATE OFFICER

- PARTNER(S)                       LIMITED
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR

OTHER:

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)  
Insurance Company of the West

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Riverside

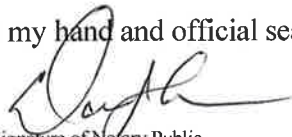
On 5/14/2010 before me, David J Kehl, Notary Public  
(Here insert name and title of the officer)

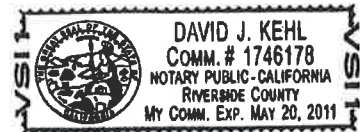
personally appeared DEREK FRAHMANN

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

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

WITNESS my hand and official seal.

  
Signature of Notary Public



(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

PAGE 17 OF BID BOND

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date 5/14/10

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

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

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is one) 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




**AFFIDAVIT FOR CORPORATE CONTRACTOR  
NON-COLLUSION**

I, Derek Frahmann, being first duly sworn,  
deposes and says:

That he ~~or she~~ is Secretary of  
A.E.L. Construction, Inc.

a corporation which is 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 sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and 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 of that of any other bidder, or to secure any advantage against the Riverside County Parks Department or anyone interested in the proposed contract; that all statements contained in the bid are true; and 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 person, corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

BY:   
NAME: Derek Frahmann  
TITLE: Secretary  
DATE: May 12, 2010

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature and stamp of Notary  
administering oath

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego }

On May 18, 2010 before me, Julianna M. Pamaran, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Derek Frahmman  
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 Julianna M. Pamaran  
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: \_\_\_\_\_

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: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

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

\_\_\_\_\_

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

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

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

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

\_\_\_\_\_

Date: April 29, 2010

To: All prospective bidders and plan holders

**Addendum Number 1**

**Request for Bid #PKARC-070  
PHASE 2 IMPROVEMENTS AT MAYFLOWER PARK  
RIVERSIDE COUNTY PARKS DEPARTMENT**

1. The following drawings are issued as part of Addendum no. 1

<b>Civil</b>	<b>Architectural</b>	<b>Landscape</b>
CS	T-1	COVER
CUD.1	A-2.2	L-100
CUD.2	A-2.2	L-101
CUD.3	A-3.1	L-102
CSD.1	A-3.2	L-200
CSD.2	A-3.3	L-201
CSD.3	A-4.1	L-202
CSD.4	A-4.2	L-203
CWSM.1	A-5.1	L-204
CWSM.2	A-5.2	L-300
CWSM.3	A-6.1	L-301
CWSM.4	A-6.2	L-302
CWSM.5	A-6.3	L-303
CFS.1	A-7.1	L-304
CFS.2	A-8.1	L-305
CFS.3	A-8.2	L-400
CFS.4	SN.1	L-500
CET.1	SN.2	L-501
CET.2	ST.0B-1	L-502
CPG.1	S1.10	L-503
CPG.2	S1.11	L-504
CPG.3	S1.20	L-600
CPG.4	S1.21	
CPG.5	S2.10	
CPG.6	S2.11	
CPG.7	S2.20	
CPG.8	S2.21	
SWPPP.1	S3.10	
SWPPP.2	S3.11	
SWPPP.3	S4.10	
WQMP.1	M-1	
PM10 Report	M-2 HVAC	
WWMP Report	M-2 DETAILS	

	P-1	
	P-2	
	P-3	
	E-1	
	T24-1	
	T24-2	
	T24-3	
	T24-4	

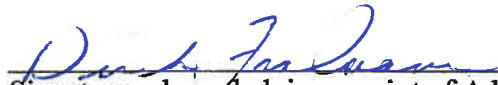
**The Bidder is hereby notified; Addendum Number 1 must be acknowledged as stipulated under Section 2 "INSTRUCTIONS TO BIDDERS", and submitted as part of the Bid. Failure to do so shall result in the District designating said bid as "Non-Responsive".**

**ISSUED:**



Steve Lech.

**BIDDER ACKNOWLEDGMENT:**



Signature acknowledging receipt of Addendum No. 1

DEREK FRAHMANN 4/29/10  
Printed Name & Date

AEL CONSTRUCTION, INC.  
Company

END OF ADDENDUM NUMBER 1

**This addendum No. 1 shall be signed by the Bidder and returned together with the Bidder's sealed Bid Proposal.**

Date: May 10, 2010

To: All prospective bidders and plan holders

Addendum Number 2

**Request for Bid #PKARC-070  
PHASE 2 IMPROVEMENTS AT MAYFLOWER PARK  
RIVERSIDE COUNTY PARKS DEPARTMENT**

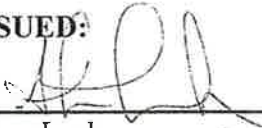
1. The Section 7 Technical Specifications of the bid documents is hereby replaced with Attachment #1 Technical Specifications issued.
2. Section 8 is hereby added to the bid documents as Special Provision as Attachment #2.
3. The preliminary soils report prepared by Earth Systems is hereby issued as Attachment #3 for informational purposes only and as a courtesy for prospective bidders.. The soils investigation performed by Earth systems was prepared for DESIGN purposes only. The contractor cannot use this document as grounds for future change order requests. The bidder is required to examine the site and perform any test it deems appropriate to determine the subsurface soil conditions. .No warranty as to the accuracy of this report is assumed by the County, Design Engineer, or Geotechnical Engineer.
4. The Bid Form table of Bid Items is hereby replaced with Attachment #4 Bid Items along with Bid Area Exhibit.
5. The following Maintenance Bond for the Community well System is hereby issued as Attachment #5
6. The following Maintenance Bond for the Fire Suppression System is hereby issued as Attachment #6
7. The Contractor shall provide a work location within the required on-site office trailer for the Project Manager from the Riverside County Economic Development Agency. The Project Manager shall have access to data lines, electricity, and shall have a desk and chair.
8. The Contractor shall provide an on-site water storage tank to store construction water needs. The existing on-site water well and 6<sup>th</sup> Avenue irrigation canal may be used as a source of water. Contractor shall coordinate with Park Ranger Duane Forrest (760) 578-4702
9. The new deadline for questions related to this project is Thursday May 13 at 10:00 am. No more questions will be answered after that time.
10. If the contractor wishes to reside on-site during the construction period, all applicable camping fees will be assessed. Please call 1-800-234-PARK for the latest fees.

11. The Liquidated Damages **Fee** is hereby revised from five hundred dollars \$500 per day to **two thousand five hundred dollars (\$2,500) per calendar day**. All Remainder terms of the Liquidated Damages Section shall remain in effect..
12. The following drawings are issued as part of Addendum no. 2


<b>Civil</b>				
CUD.1	CSD.1	CWSM.1	CET.1	CPG.1
CUD.2	CSD.2	CWSM.2	CET.2	CPG.2
CUD.3	CSD.3	CWSM.3		CPG.3
	CSD.4	CWSM.4		CPG.4
		CWSM.5		CPG.5
				CPG.6
				CPG.7
				CPG.8

*The Bidder is hereby notified; Addendum Number 2 must be acknowledged as stipulated under Section 2 "INSTRUCTIONS TO BIDDERS", and submitted as part of the Bid. Failure to do so shall result in the District designating said bid as "Non-Responsive".*

ISSUED:

  
 \_\_\_\_\_  
 Steve Lech.

**BIDDER ACKNOWLEDGMENT:**

  
 \_\_\_\_\_  
 Signature acknowledging receipt of Addendum No. 2

DEREK FRAHMANN  
5-10-10  
 \_\_\_\_\_  
 Printed Name & Date

AEL CONSTRUCTION, INC.  
 Company

END OF ADDENDUM NUMBER 2

**This addendum No. 2 shall be signed by the Bidder and returned together with the Bidder's sealed Bid Proposal.**

Date: May 13, 2010

To: All prospective bidders and plan holders

Addendum Number 3

**Request for Bid #PKARC-070  
PHASE 2 IMPROVEMENTS AT MAYFLOWER PARK  
RIVERSIDE COUNTY PARKS DEPARTMENT**

1. **Question:** *Is the bid deadline going to be extended?*  
**Answer:** Any of you who attended the job walk know that there will be no extensions of any kind. THE ONLY SOURCE FOR ACCURATE INFORMATION REGARDING THIS PROJECT IS THROUGH OCB AND THE ADDENDA WE PUBLISH THERE.
2. The bidder is hereby directed to replace the section 8 Special Provision 1 -Water Well issued with attachment #2 of addenda #2 with the Attachment #1 Addendum #3 Section 8 Special Provision 1 – Water Well.
3. The attached water quality report dated 12/10/2007 is hereby issued as Attachment #2 Addendum #3 **for informational purposes only** and as a courtesy for prospective bidders. The water quality test was performed for informational purposes only. The contractor cannot use this document as grounds for future change order requests. The bidder is required to perform any test it deems appropriate to determine the actual water quality at the proposed well location. No warranty as to the accuracy of this report is assumed by the County or Design Engineer.
4. The bidder is hereby directed to include the technical specification **23 24 01 Commercial Ceiling Fans** labeled as Attachment #3 Addendum #3 into Section 7 of Technical Specification.

*The Bidder is hereby notified; Addendum Number 3 must be acknowledged as stipulated under Section 2 "INSTRUCTIONS TO BIDDERS", and submitted as part of the Bid. Failure to do so shall result in the District designating said bid as "Non-Responsive".*

ISSUED: 

Steve Loch.

**BIDDER ACKNOWLEDGMENT:**

  
Signature acknowledging receipt of Addendum No. 3

DEREK FRAHMANN  
Printed Name & Date

AEL CONSTRUCTION, INC.  
Company

END OF ADDENDUM NUMBER 3

**This addendum No. 3 shall be signed by the Bidder and returned together with the Bidder's sealed Bid Proposal.**





State Of California  
**CONTRACTORS STATE LICENSE BOARD**  
ACTIVE LICENSE



License Number

**681424**

Entity

**CORP**

Business Name

**A E L CONSTRUCTION INC**

Contractor's Name: **BA**

Expiration Date: **12/31/2011**



**SEALED BID RECEIVED**  
**CLERK OF THE BOARD OF SUPERVISORS**

RECEIVED RIVERSIDE COUNTY  
CLERK / BOARD OF SUPERVISORS

2018 MAY 19 AM 10:01



**A.E.L. Construction, Inc.**  
12643 Intake Blvd • Blythe, CA 92225

**MAYFLOWER PARK**  
**SITE IMPROVEMENT PROJECT**

**TO: RIVERSIDE COUNTY**  
**REGIONAL PARK: OPEN SPACE DISTRICT**  
**4000 LEMON STREET (1<sup>ST</sup> FLOOR)**  
**RIVERSIDE, CA 92501**

**BIDS: 5/19/18 @ 10:00 AM**