

# MEMORANDUM

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RIVERSIDE COUNTY COUNSEL

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

DATE: July 27, 2010

TO: Jane Jennings  
Clerk of the Board

FROM: Marsha L. Victor  
Deputy County Counsel


RE: Bids for Mayflower Parks Phase II

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The three lowest bids for the above referenced project have been reviewed by this office. The bids are as shown in your summary of bids.

Bid protests have been filed regarding the bids by Doug Wall Construction, Inc., A.E. L. Construction Inc. and GHA Enterprises. These protests and the bid documents will be reviewed and an opinion provided to the Parks District as the owner/entity soliciting bids.

All documents submitted are returned herewith.

  
MLV:msf  
Attachments

cc: Steve Lech  
Parks District

## Bid Summary

TO: Pamela J. Walls  
County Counsel

PROJECT: Mayflower Parks Phase II  
Re-Bid

FROM: Jane Jennings 955-8092  
Clerk of the Board

BID DATE: 07/15/2010

OWNER: Steve Lech, Parks  
(951) 955-4318  
Dane Winkelman, EDA  
(951) 955-0394

BID TIME: 10:00 a.m.

ITEM/DATE: #13.1 of 04/20/10

### CONTRACTORS

### BASE BID

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

\$ 2,989,000.00

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A.E.L. Construction, Inc.  
505 State Place  
Escondido, CA 92029  
760-432-8605

\$ 3,109,000.00

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GHA Enterprises, Inc.  
30875 Date Palm Dr., Ste C  
Cathedral City, CA 92234  
(760) 969-1400

\$ 3,159,000.00

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CNB Excavating, Inc.  
P.O. Box 361  
Sun City, CA 92586  
(951)0679-3880

\$ 3,255,000.00

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Los Angeles Engineering, Inc.  
633 N. Barranca Ave.  
Covina, CA 91723  
(626) 454-5222

\$ 3,467,300.00

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RECEIVED  
JUL 15 2010  
COUNTY COUNSEL  
TO  
NRK

BID FORM

DATE: 7-15-10

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.	\$ 140,000.00	\$ 140,000.00
	one hundred and ninety thousand dollars and zero cents			(In Figures)
	(In Words)			
2.	<b>De-Mobilization and Clean Up:</b>	L.S.	\$ 28,000.00	\$ 28,000.00
	Twenty Eight Thousand dollars and zero cents			(In Figures)
	(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.	\$ 375,000.00	\$ 375,000.00
	Three hundred and seventy five thousand dollars and zero cents			(In Figures)
	(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.	\$ 438,000.00	\$ 438,000.00
	four hundred and thirty eight thousand dollars and zero cents			(In Figures)
	(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.	\$ 220,000.00	\$ 220,000.00
		(In		(In Figures)

**ATTACHMENT #4 ADDENDUM #2**

		Figures)				
	Two hundred and twenty thousand dollars and zero cents					
	(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.	\$	625,000.00	\$	625,000.00
	Six hundred and twenty five thousand dollars and zero cents					(In Figures)
	(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.	\$	242,000.00	\$	242,000.00
	Two hundred and forty two thousand dollars and zero cents					(In Figures)
	(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.	\$	48,000.00	\$	48,000.00
	Forty Eight thousand dollars and zero cents					(In Figures)
	(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	\$	12,000.00		
						(In Figures)
	Twelve thousand dollars and zero cents					
	(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**

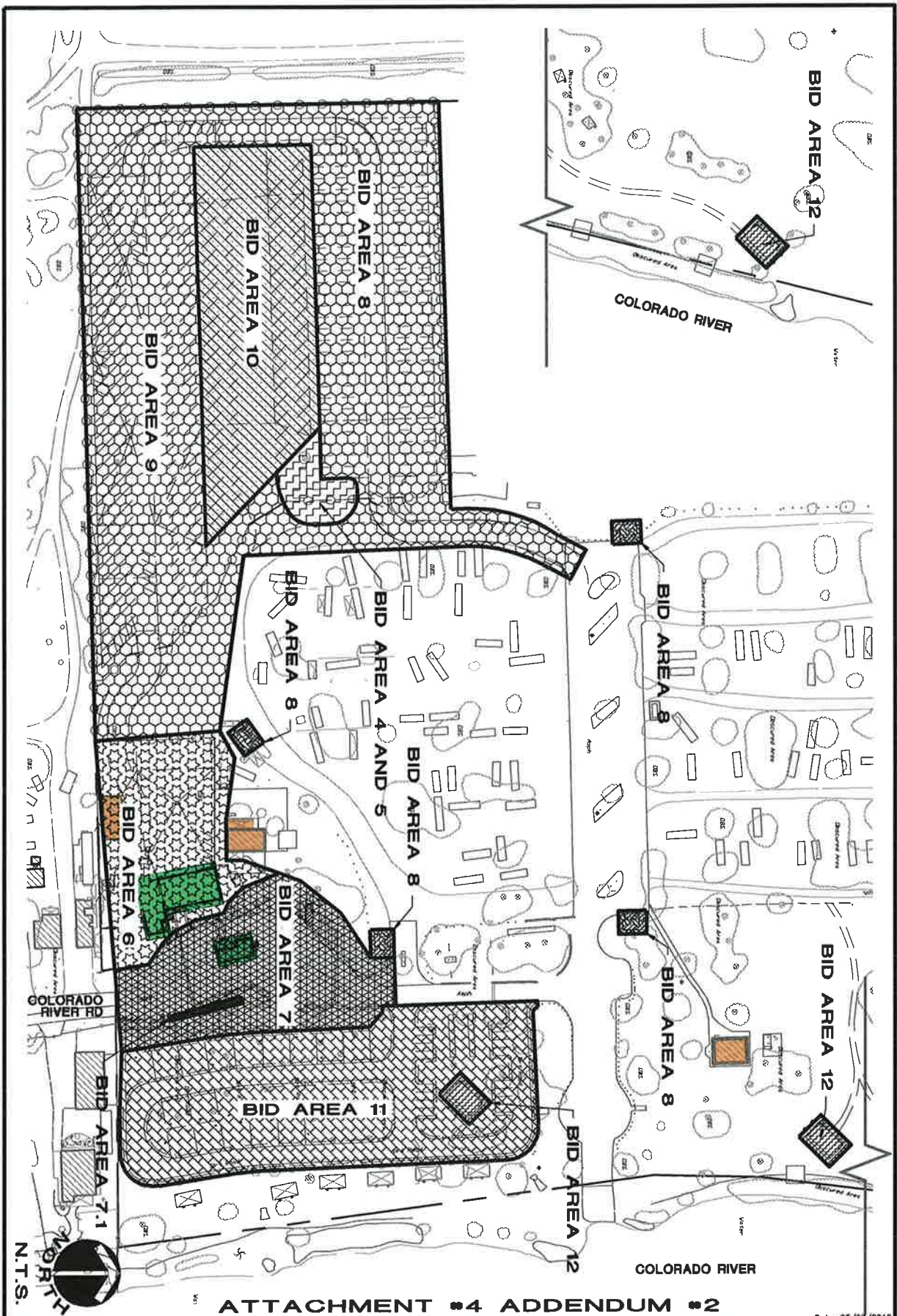
	paving landscaping and surface improvements within <b>Bid Area 9</b> ) per plans and specifications:	L.S.	\$	325,000.00	\$	325,000.00
	<i>Three hundred and twenty five thousand dollars and zero cents</i>					(In Figures)
	(In Words)					
10	<b>RV Storage Lot Improvements:</b> Furnish and install site improvements for RV Storage Lot (include demolition, grading and related paving landscaping and surface improvements within <b>Bid Area 10</b> ) per plans and specifications:	L.S.	\$	53,000.00	\$	53,000.00
	<i>Fifty three thousand dollars and zero cents</i>					(In Figures)
	(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 <b>Bid Area 11</b> ) per plans and specifications:	L.S.	\$	95,000.00	\$	95,000.00
	<i>Ninety five thousand dollars and zero cents</i>					(In Figures)
	(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 <b>Bid Area 12</b> ) per plans and specifications	L.S.	\$	120,000.00	\$	120,000.00
	<i>One hundred and twenty thousand dollars and zero cents</i>					(In Figures)
	(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 <b>Bid Area 12</b> ) per plans and specifications	Per unit	\$	40,000.00		
						(In Figures)
	<i>forty thousand dollars and zero cents</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.	\$	230,000.00	\$	230,000.00
						(In Figures)
Two hundred and thirty thousand dollars and						
(In Words)						Zero Cents

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

Two million, nine hundred and eighty nine dollars and zero cents      \$ 2,989,000.00  
 (In Words)      (In Figures)



ATTACHMENT #4 ADDENDUM #2

Date: 05/03/2010



**MSA CONSULTING, INC.**  
 PLANNING ■ CIVIL ENGINEERING ■ LAND SURVEYING  
 34200 BOE 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 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
Site Demo, EARTHWORK	Kincaid Industries 695797	31065 Plantation Dr. Thousand Palms, CA 92276	Ph: 7603435457 Fax: 7603435446
Site Drainage, Site Water	Kincaid Industries 695797	31065 Plantation Dr. Thousand Palms, CA 92276	Ph: 7603435457 Fax: 7603435446
Sanitary Sewer, Fire Sprinklers	Kincaid Industries 695797	31065 Plantation Dr. Thousand Palms, CA 92276	Ph: 7603435457 Fax: 7603435446
Plumbing	Kincaid Industries 695797	31065 Plantation Dr. Thousand Palms, CA 92276	Ph: 7603435457 Fax: 7603435446
Well	Azca Drilling & Pumping 753077	Po Box 576 Ehrenberg, AZ 85334	Ph: 9289239118 Fax: 9289239118
Rough Carpentry	Roberts Const. 755724	2454 Hammer Ave Norco, CA 92860	Ph: 9517373651 Fax: 9517373961
Roof	Berry Roofing 691947	3226 KLUK Lane Riverside, CA 92501	Ph: 9519055116 Fax: 9519055117
masonry	Nibbelink masonry Construction 388218	1120 West Avenue L H Landcaster, CA 93534	Ph: 6619487859 Fax: 6619427258
			Ph:
			Fax:
			Ph:
			Fax:
			Ph:
			Fax:
			Ph:
			Fax:
			Ph:
			Fax:
			Ph:
			Fax:

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 N/A

Bidder acknowledges receipt of the following addenda:

1, 2, 3, 4, 5

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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
See attached			Ph:
			Fax:
			Ph:
			Fax:
			Ph:
			Fax:
			Ph:
			Fax:
			Ph:
			Fax:

DOUG WALL CONSTRUCTION, INC.

REFERENCES

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

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

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

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

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

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: 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

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

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

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

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

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 760-772-9407

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

Corporation

8. **BIDDER SIGNATURE**

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

Name: Doug Wall

Title: President

Date: 7-15-10



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



License Identifier

**743112**

Entity **CORP**

Business Name

**DOUG WALL CONSTRUCTION INC**

License Class

**B C-9 A C27**

Expiration Date

**11/30/2011**



**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 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**

Berkley Regional Insurance Company

**CONTRACTOR**

Doug Wall Construction, Inc.

BY:   
NAME: Stephanie Pham  
TITLE: Attorney-in-Fact  
DATE: July 12, 2010

BY:   
NAME: Doug Wall  
TITLE: President  
DATE: July 12, 2010

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange }

On 7/12/10 before me, Irene Luong, Notary Public  
Date Here Insert Name and Title of the Officer

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

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 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: 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 7/15/10 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: [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

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

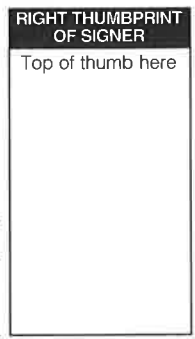
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

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

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

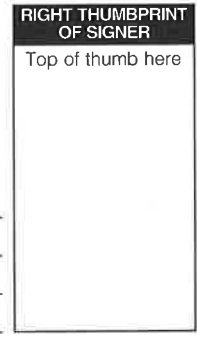
- Corporate Officer — Title(s): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



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

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

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



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

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
[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 12th day of July, 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**

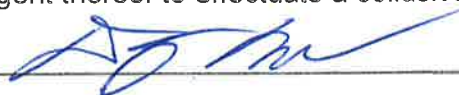
**AFFIDAVIT FOR CORPORATE CONTRACTOR  
NON-COLLUSION**

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: 7-15-10

*NOTARY 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 7/15/10 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: [Handwritten Signature]  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

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

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

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

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

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

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

Individual

Partner —  Limited  General

Attorney in Fact

Trustee

Guardian or Conservator

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

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



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

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

Individual

Partner —  Limited  General

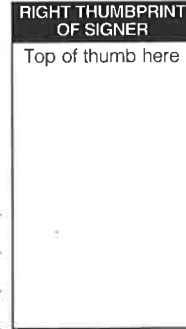
Attorney in Fact

Trustee

Guardian or Conservator

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

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



	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 7-15-10  
 Printed Name & Date

Doug Wall Construction, Inc.  
 Company

END OF ADDENDUM NUMBER 1

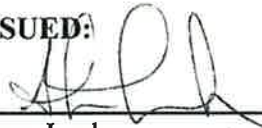
**This addendum No. 1 shall be signed by the Bidder and returned together with the Bidder's sealed Bid Proposal.**

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, President      7-15-10

Printed Name & Date


Company

Doug Wall Construction, Inc.

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.**

**BIDDER ACKNOWLEDGMENT:**

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

Doug Wall, President 7-15-10  
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.**



c. All building permits plus the appurtenant soils and materials testing will be the responsibility of the Parks Department.

6. **Clarification Regarding Bonds and Insurance:** The lowest responsive/responsible bidder must have all bonds and insurance turned into the Parks Department no later than 2:00 p.m. on Tuesday July 20, 2010.

*The Bidder is hereby notified; Addendum Number 4 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. 4

Doug Wall, President 7-15-10  
Printed Name & Date

Doug Wall  
Construction, Inc.  
Company

END OF ADDENDUM NUMBER 4

**This addendum No. 4 shall be signed by the Bidder and returned together with the Bidder's sealed Bid Proposal.**

***The Bidder is hereby notified; Addendum Number 5 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. 5

Doug Wall President 7-15-10  
Printed Name & Date

Doug Wall  
Construction, Inc.  
Company

END OF ADDENDUM NUMBER 5

**This addendum No. 5 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 JUL 15 AM 9:56**

COUNTY OF RIVERSIDE  
4080 LEMON ST  
RIVERSIDE, CA 92501

BID FOR:  
PHASE 2 IMPROVEMENTS AT MAYFLOWER  
PARK

7-15-10

10:00 AM

WILSON ARCHITECTS  
P.C.

**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**

**Thursday July 15, 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: 7/15/10

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.

**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.	\$ 140,735 <sup>00</sup>	\$ 140,735 <sup>00</sup> (In Figures)
	One hundred forty thousand SEVEN hundred thirty five <sup>00</sup> /100 (In Words)			
	<b>De-Mobilization and Clean Up:</b>	L.S.	\$ 20,000 <sup>00</sup>	\$ 20,000 <sup>00</sup> (In Figures)
	TWENTY THOUSAND AND <sup>00</sup> /100 (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.	\$ 280,433 <sup>00</sup>	\$ 280,433 <sup>00</sup> (In Figures)
	Two hundred eighty thousand four hundred thirty three <sup>00</sup> /100 (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 <b>Bid Area 4</b> - see attached map on page 15) according to the plans and specifications:	L.S.	\$ 400,000 <sup>00</sup> ALLOWANCE	\$ 400,000 <sup>00</sup> ALLOWANCE (In Figures)
	FOUR HUNDRED <sup>00</sup> THOUSAND AND <sup>00</sup> /100 (In Words)			
6.	<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 <b>Bid Area 5</b> ) according to plans/specifications:	L.S.	\$ 232,400 <sup>00</sup>	\$ 232,400 <sup>00</sup> (In Figures)
	Two hundred thirty two thousand four hundred <sup>00</sup> /100 (In Words)			

6	<b>Construction of a Maintenance Building and Entry Kiosk:</b> Construct a new maintenance building and Entry Kiosk (include demolition, grading, paving, surface improvements and landscaping within Bid Area 6) according to the plans and specifications:	L.S.	\$ 1,026,125 <sup>00</sup>	\$	1,026,125 <sup>00</sup>
(In Figures)					
One million twenty six thousand one hundred twenty five <sup>00</sup> /100 (In Words)					
7	<b>Construction of four Trash Enclosure structure:</b> Construct a Trash Enclosure structure, (include demolition, grading paving and surface improvements within Bid Area 7) per plans and specifications	L.S.	\$ 74,629 <sup>00</sup>	\$	74,629 <sup>00</sup>
(In Figures)					
seventy four thousand six hundred twenty nine <sup>00</sup> /100 (In Words)					
7A.	<b>Construction of Trash Enclosure structure:</b> Construct a Trash Enclosure structure, (include demolition, grading, paving and surface improvements within Bid Area 7) per plans and specifications	Per unit	\$ 18,657 <sup>00</sup>		
(In Figures)					
Eighteen thousand six hundred fifty seven and <sup>00</sup> /100 (In Words)					
8.	<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 8) per plans and specifications:	L.S.	\$ 314,642 <sup>00</sup>	\$	314,642 <sup>00</sup>
(In Figures)					
Three hundred fourteen thousand six hundred forty two <sup>00</sup> /100 (In Words)					
9.	<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 9) per plans and specifications:	L.S.	\$ 112,713 <sup>00</sup>	\$	112,713 <sup>00</sup>
(In Figures)					
One hundred twelve thousand seven hundred thirteen <sup>00</sup> /100 (In Words)					



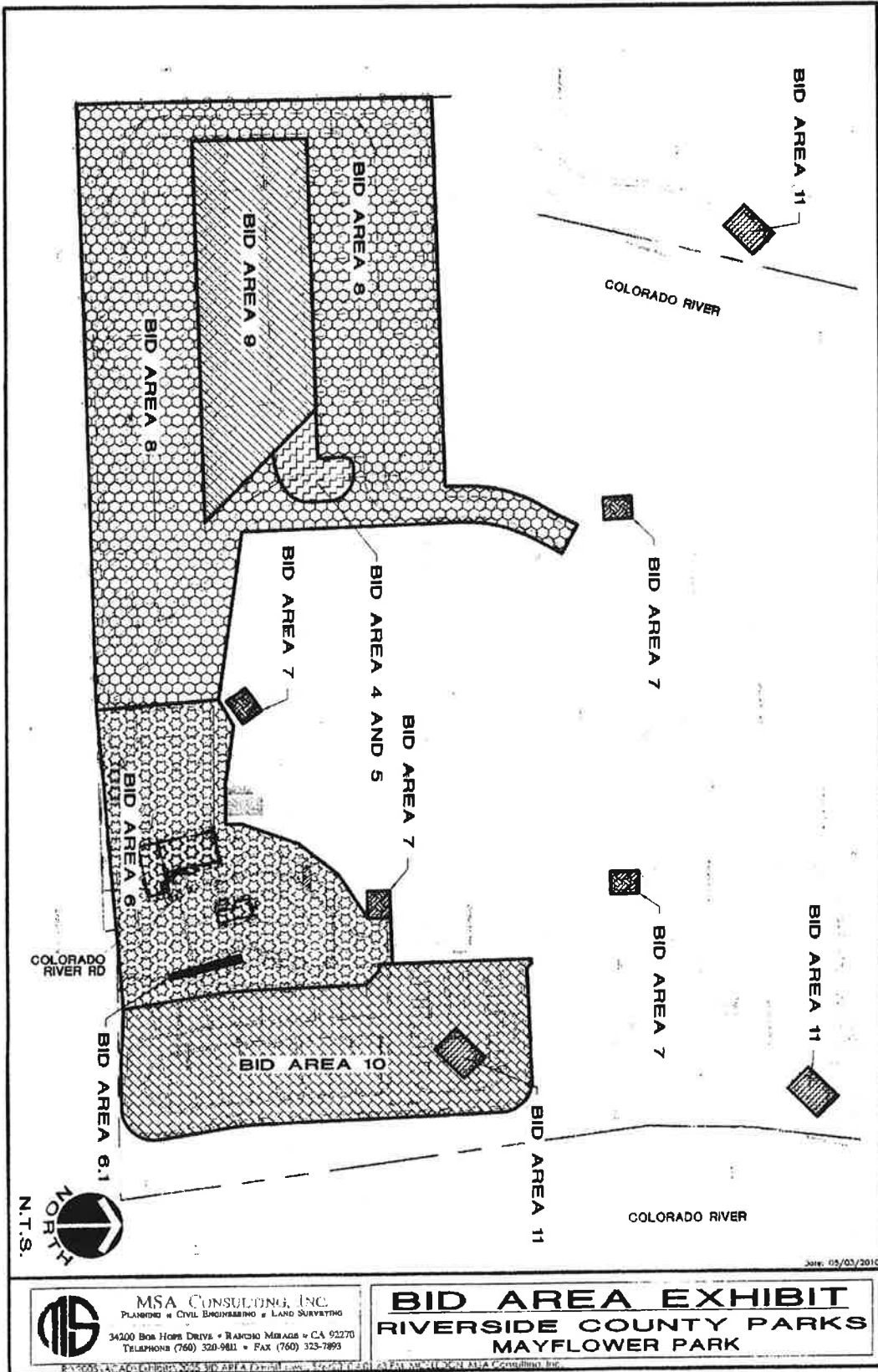
10.	<b>Construction of a new Tent Camping Area:</b> Construct the new tent camping areas (include demolition, grading and related paving landscaping and surface improvements within <b>Bid Area 10</b> ) per plans and specifications:	L.S.	\$ 187,268 <sup>00</sup>	\$ 187,268 <sup>00</sup>	
					(In Figures)
One hundred eighty seven thousand two hundred sixty eight					00/100
(In Words)					
11	<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 11</b> ) per plans and specifications	L.S.	\$ 148,335 <sup>00</sup>	\$ 148,335 <sup>00</sup>	
					(In Figures)
One hundred forty eight thousand three hundred thirty five					00/100
(In Words)					
11A.	<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 11</b> ) per plans and specifications	Per unit	\$ 49,445 <sup>00</sup>		
					(In Figures)
Forty nine thousand four hundred forty five					00/100
(In Words)					
12.	<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.	\$ 171,720 <sup>00</sup>	\$ 171,720 <sup>00</sup>	
					(In Figures)
One hundred seventy one thousand seven hundred twenty					00/100
(In Words)					

**BASE BID (TOTAL AMOUNT OF ALL BID ITEMS 1 through 11 excluding 7A and 11A):**

Three million one hundred nine thousand and 00/100  
 \$ 3,109,000<sup>00</sup>

(In Words)

(In Figures)



**MSA CONSULTING, INC.**  
PLANNING & CIVIL ENGINEERING & LAND SURVEYING  
34200 BOB HOPE DRIVE • RANCHO MESA • CA 92270  
TELEPHONE (760) 320-9811 • FAX (760) 323-7893

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

**BID FORM**

DATE: 7-15-10

**TO: Riverside County Parks Department**

**BIDDER:** DEL 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.	\$ 140,735 <sup>00</sup>	\$ 140,735 <sup>00</sup> (In Figures)
	One hundred forty thousand seven hundred thirty five <sup>00</sup> / <sub>100</sub>			(In Words)
2	<b>De-Mobilization and Clean Up:</b>	L.S.	\$ 20,000 <sup>00</sup>	\$ 20,000 <sup>00</sup> (In Figures)
	Twenty thousand and <sup>00</sup> / <sub>100</sub>			(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.	\$ 280,433 <sup>00</sup>	\$ 280,433 <sup>00</sup> (In Figures)
	Two hundred eighty thousand four hundred thirty three <sup>00</sup> / <sub>100</sub>			(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.	\$ 400,000 <sup>00</sup> ALLOWANCE	\$ 400,000 <sup>00</sup> ALLOWANCE (In Figures)
	Four hundred thousand and <sup>00</sup> / <sub>100</sub>			(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.	\$ 232,400 <sup>00</sup>	\$ 232,400 <sup>00</sup> (In Figures)
		(In		(In Figures)

**ATTACHMENT #4 ADDENDUM #2**

		Figures)				
	Two hundred thirty two thousand four hundred <sup>00/100</sup>					
	(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.	\$	584,891 <sup>00</sup>	\$	584,891 <sup>00</sup>
						(In Figures)
	Five hundred eighty four thousand eight hundred ninety one <sup>00/100</sup>					
	(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.	\$	441,234 <sup>00</sup>	\$	441,234 <sup>00</sup>
						(In Figures)
	Four hundred forty one thousand two hundred thirty four <sup>00/100</sup>					
	(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.	\$	74,029 <sup>00</sup>	\$	74,029 <sup>00</sup>
						(In Figures)
	Seventy four thousand six hundred twenty nine <sup>00/100</sup>					
	(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	\$	18,657 <sup>00</sup>		
						(In Figures)
	Eighteen thousand six hundred fifty <del>thousand</del> <sup>SEVEN</sup> <sup>20%</sup> <sup>00/100</sup>					
	(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.	\$	314,642 <sup>00</sup>	\$	314,642 <sup>00</sup>
						(In Figures)
						Three hundred fourteen thousand six hundred forty two <sup>00/100</sup>
						(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 Bid Area 10) per plans and specifications:	L.S.	\$	112,713 <sup>00</sup>	\$	112,713 <sup>00</sup>
						(In Figures)
						One hundred twelve thousand seven hundred thirteen <sup>00/100</sup>
						(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 Bid Area 11) per plans and specifications:	L.S.	\$	187,268 <sup>00</sup>	\$	187,268 <sup>00</sup>
						(In Figures)
						One hundred eighty seven thousand two hundred sixty eight <sup>00/100</sup>
						(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 Bid Area 12) per plans and specifications	L.S.	\$	148,335 <sup>00</sup>	\$	148,335 <sup>00</sup>
						(In Figures)
						One hundred forty eight thousand three hundred thirty five <sup>00/100</sup>
						(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 Bid Area 12) per plans and specifications	Per unit	\$	49,445 <sup>00</sup>		
						(In Figures)
						Forty nine thousand four hundred forty five <sup>00/100</sup>
						(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.	\$ 171,720 <sup>00</sup>	\$	171,720 <sup>00</sup>
					(In Figures)
					One hundred seventy one thousand seven hundred twenty <sup>00/100</sup> (In Words)

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

Three million one hundred nine thousand <sup>00/100</sup> \$ 3,109,000<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 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	PHONE FAX
CONCRETE	EXCEL CONCRETE 510293	Palm Desert, CA	Ph: 760 346-2700 Fax: 760 836-0010
MASONRY	NIBBELINK MASONRY 388218	LANCASTER, CA	Ph: 661 948 7859 Fax: 661 942 7258
FENCING	AFFORDABLE FENCE 925862	YUMA, AZ	Ph: 928 257-9636 Fax: 928 345 9392
ROUGH CARPENTRY	BMC SELECT 870590	INDIO, CA	Ph: 760 770 3303 Fax: 760 391 4229
METAL ROOFING	BERRY ROOFING 691947	RIVERSIDE, CA	Ph: 951 905 5116 Fax: 951 905 5117
OVERHEAD DOORS	SUPERIOR DOOR 736878	EL CAJON, CA	Ph: 619 562 0224 Fax: 619 562 1327
PLUMBING	JPI 778930	MURRIETA, CA	Ph: 951 973 7680 Fax: 951 973 7690
UNDERGROUND UTILITIES	JPI 778930	MURRIETA, CA	Ph: 951 973 7680 Fax: 951 973 7690
ELECTRICAL	NEKOTA POWER 808081	REDLANDS, CA	Ph: 909 307 9478 Fax: 909 307-8264
GRADING	James O. RUE 516895	Palm Desert, CA	Ph: 760 200-8717 Fax: 760 200-8727
ASPHALT	COOLEY CONSTRUCTION 348038	HESPERIA, CA	Ph: 760 948-8400 Fax: 760 948 8439
PAVERS	EUROPEAN PAVERS SW 598885	PHOENIX, AZ	Ph: 602 253 5242 Fax: 602 797 0147
LANDSCAPING	SIERRA LANDSCAPE 492834	PALM DESERT, CA	Ph: 760 328-8900 Fax: 760 328 8944
WELL	ALLOWANCE - JPI	MURRIETA, CA	Ph: 951 973 7680 Fax: 951 973 7680
SHADE STRUCTURES	HOUSON & ASSOC. 928149	TUSTIN, CA	Ph: 714 368 1922 Fax: 714 368 1925
PAINT	SIMMOUS & WOOD 272910	LAKESIDE, CA	Ph: 619 561 1318 Fax: 619 561 2544

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

**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
GLASS	MAGIK GLASS 686337	Palm SPRINGS, CA	Ph: 760 325-1876 Fax: 760 320-0549
DRYWALL	STANDARD DRYWALL 444328	LAKESIDE, CA	Ph: 619 443 7034 Fax: 619 443 7065
			Ph:
			Fax:
			Ph:
			Fax:
			Ph:
			Fax:
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			Ph:
			Fax:
			Ph:
			Fax:

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:

ADDENDUMS 1 - 5  
(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: 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
<del> </del>	<del> </del>	<del> </del>	Ph:
			Fax:
<del> </del>	<del> </del>	<del> </del>	Ph:
			Fax:
<del> </del>	<del> </del>	<del> </del>	Ph:
			Fax:
<del> </del>	<del> </del>	<del> </del>	Ph:
			Fax:
<del> </del>	<del> </del>	<del> </del>	Ph:
			Fax:

(SEE ATTACHED SHEETS)

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: Dennis Morgan

Name: DENNIS MORGAN

Title: PRESIDENT

Date: 7/15/10

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 (5) 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 SANCHEZ (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 9,609,000.<sup>00</sup> Date Completed 1/28/08

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 (760) 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 (760) 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 JULY 15, 2010.

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

**Agreement:**

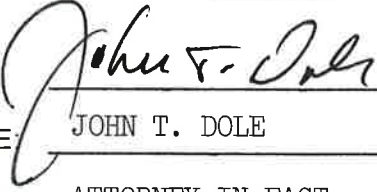
We, Contractor as principal and Surety as surety, jointly and seperately agree and state as follows:


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: JOHN T. DOLE  
TITLE: ATTORNEY-IN-FACT  
DATE: JUNE 23, 2010

BY:   
NAME: DENNIS E. MORGAN  
TITLE: PRESIDENT  
DATE: 7-15-10

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 23 day of June, 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

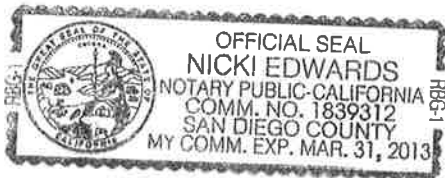
County of San Diego

On June 23, 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 ACKNOWLEDGMENT

State of California

County of San Diego

On July 15, 2010 before me, Julianna M. Pamaran, Notary Public

personally appeared DENNIS E. Morgan

}  
 Here Insert Name and Title of the Officer  
 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: Bid Bond

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

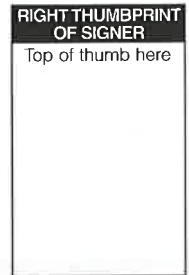
Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: DENNIS E. Morgan  
 Individual  
 Corporate Officer — Title(s): PRESIDENT  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_



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



Signer Is Representing: A.E.V. CONSTRUCTION, INC.

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

**AFFIDAVIT FOR CORPORATE CONTRACTOR  
NON-COLLUSION**

I, DEJUIS E. MORGAN, being first duly sworn,  
deposes and says:

That he or she is PRESIDENT of  
AEL 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: Dejuis E. Morgan

NAME: DEJUIS E. MORGAN

TITLE: PRESIDENT

DATE: 7-14-10

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 July 14, 2010 before me, Julianna M. Pamaran, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared PENNIS B. Morgan  
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

DENNIS MORGAN 7/15/10  
 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**

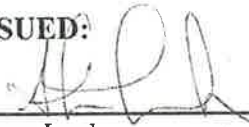
1. The Section 7 Technical Specifications of the bid documents is hereby replaced with Attachment #1 Technical Specifications issued.
2. Section 8 is hereby added to the bid documents as Special Provision as Attachment #2.
3. The preliminary soils report prepared by Earth Systems is hereby issued as 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

DENNIS MORGAN 7/15/10  
 \_\_\_\_\_  
 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 Lech.

**BIDDER ACKNOWLEDGMENT:**

Dennis Morgan  
Signature acknowledging receipt of Addendum No. 3

DENNIS MORGAN 7/15/10  
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.**

Date: July 6, 2010

To: All prospective bidders and plan holders

### Addendum Number 4

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

1. The new deadline for submission of questions is hereby revised. **No questions will be accepted after Thursday, July 8 at 10am.**
2. The new deadline for bid submissions is hereby revised. **Bids are due no later than Thursday, July 15<sup>th</sup> at 10am.**
3. Contract time for Project (Item 13 of Section 2 Instruction to bidders): the section is hereby replaced with the following: **The successful Bidder shall commence work within fifteen(15) calendar days of its receipt of the Notice to Proceed. All bidders are hereby notified that all work on this project MUST be completed no later than December 31, 2010. NO EXCEPTIONS**
4. **Question:** *In response to Addendum 3, items 2 and 3, we have investigated to the best of our ability the conditions which would establish an adequate design for the proposed water treatment system. Unfortunately, without a sample from the well site, which does not yet exist, the required system remains a complete unknown.*  
*It is our opinion that the county should consider establishing a bid allowance for this item to both provide the county with a system designed to the conditions of the newly constructed well and give the bidding contractors a fair and equal basis in which to prepare their bids.*  
*As noted in Section 3.2 of the General Conditions, the information needed to design the system is NOT reasonably ascertainable. Please advise.*  
**Answer:** All bidders are directed to use a allowance in their bids and therefore directed to enter \$400,000 (four hundred thousand) on "**Item 4 Installation of a Well and Domestic Water System:**" of the Bid Schedule.
5. **Clarifications:**
  - a. The permitting of the well and water treatment system will be the responsibility of the contractor. In addition,
  - b. All site surveying will be the responsibility of the contractor.

- c. All building permits plus the appurtenant soils and materials testing will be the responsibility of the Parks Department.
6. **Clarification Regarding Bonds and Insurance:** The lowest responsive/responsible bidder must have all bonds and insurance turned into the Parks Department no later than 2:00 p.m. on Tuesday July 20, 2010.

***The Bidder is hereby notified; Addendum Number 4 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:**

*Dennis Morgan*  
Signature acknowledging receipt of Addendum No. 4

*DENNIS MORGAN 7/15/10 AEL CONSTRUCTION, INC.*  
Printed Name & Date Company

END OF ADDENDUM NUMBER 4

**This addendum No. 4 shall be signed by the Bidder and returned together with the Bidder's sealed Bid Proposal.**

Date: July 12, 2010

To: All prospective bidders and plan holders

### Addendum Number 5


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

1. **Question:** *Can you please confirm with the Agency whether or not they will accept Umbrella Liability coverage to cover the \$2 mil per occurrence requirement. Our GL is only \$1 mil, but our umbrella liability exceeds their requirements. It does not state if this is acceptable coverage.*  
**Answer:**
2. **Question:** *Is there an electrical drawing for the 9 up-lights shown on drawing L-5.03?*  
**Answer:** See revised electrical plans CET.1 & CET.2 dated 7-12-10 for circuiting requirements issued with Addendum #5.
3. **Question:** *Where do the alternate steel panel intaglio items, shown on L-1.00, get shown on the proposal?*  
**Answer:** These alternate intaglios are within Bid Area 7.1. The cost associated with the work within 7.1 shall be included within the Bid Area 7 cost see Bid Area Exhibit (Attachment 4 of Addendum #2).
4. **Question:** *The landscape plans call out for stolonized hybrid Bermuda turf wharf there is no quantity stated and no symbols where to plant. Are we just replacing the lawn where we damage it?*  
**Answer:** The lawn areas damaged during the construction process shall be repaired. The bidder is directed to use 74,018 square feet for the bid quantity.
5. **Question:** *Under what "bid area" are we to include the walkways to shade structures shown on L-5.04?*  
**Answer:** Walkways to shade structures shall be included within Bid Item 12.
6. **Question:** *The Bid schedule does not reflect "Bid Area 6.1" shown on the Bid Area Exhibit Map. Is this item to be included in "Bid Area 6"?*  
**Answer:** The work within Bid area 7.1 shall be included within Bid Area 7 see Bid Area Exhibit (Attachment 4 of Addendum #2). The Schedule of Values will require a more detailed breakdown for the items within each Bid Area (see Article 5.1 of the specifications.)

7. **Question:** *Reference AEL RFI Dated Jun 21, 2010 (attached). Will the water treatment system be more accurately defined or will the county be considering a bid "allowance" for this portion of the bid?*  
**Answer:** See Addendum no 4, question 4.
8. **Question:** *Sheet L-2.04 footing details for shade structures shows electrical conduit "if needed". Sheet CET.2 (site Electric) shows no electrical service to these locations. We believe there is to be no electric to the shade structures. Please confirm.*  
**Answer:** Bidder is directed to add the conduit to the footing and cap for future use. Electrical service to these shade structures is not proposed at this phase.
9. **Question:** *Is the electrical service to the landscape controller(s) existing?*  
**Answer:** Irrigation controller "A" is to be furnished and installed by the contractor per the plans. See revised electrical plans CET.1 & CET.2 dated 7-12-10 for circuiting requirements issued with Addendum #5.  
Irrigation Controller "B" is in reference to the existing on site controller. The new valves shall be tied into open stations on this controller. Contractor to verify the existing controller location in the field.
10. **Question:** *There are no provisions for electrical service for the landscape lighting shown on sheet L-5.02. Please Advise.*  
**Answer:** See revised electrical plans CET.1 & CET.2 dated 7-12-10 for circuiting requirements issued with Addendum #5.
11. **Question:** *On the new map page 15 there is an area 6.1 that is not on the bid form.*  
**Answer:** See Answer to question 6 above.
12. **Question:** *Page 14 of 74 states to add items 1 through 11 and leaves out item 12. Is this correct.*  
**Answer:** Refer to the replacement bid schedule (Attachment 4 of Addendum #2) It should state 1 through 13. All bidders are instructed to add all bids 1 through 13 excluding 8A and 12A for their base bid.
13. **Question:** *The plans call for the bulk of the Intaglios to be an alternate bid. I do not see a space on the docs for the alternate.*  
**Answer:** See answer to question #3 Above.
14. **Re-Clarification Regarding Bonds and Insurance:** The lowest responsive/responsible bidder must have all bonds and insurance turned into the Parks Department no later than 2:00 p.m. on Tuesday July 20, 2010.
15. **Re-Clarification Regarding Timing of Project:** All bidders are hereby notified that all work on this project MUST be completed no later than December 31, 2010 or the Department will lose all funding for this project. NO EXCEPTIONS.

***The Bidder is hereby notified; Addendum Number 5 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. 5

DENNIS MORGAN 7-15-10  
Printed Name & Date

AEL CONSTRUCTION, INC.  
Company

END OF ADDENDUM NUMBER 5

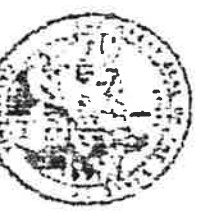
**This addendum No. 5 shall be signed by the Bidder and returned together with the Bidder's sealed Bid Proposal.**



State Of California

CONTRACTORS STATE LICENSE BOARD

ACTIVE LICENSE



Contractors  
Affairs

License Number

**681424**

Entity

**CORP**

Business Name

**A E L CONSTRUCTION INC**

Licensee Name **B A**

Expiration Date **12/31/2011**







**A.E.L. Construction, Inc.**

505 State Place • Escondido, CA 92029-1353

MAPFLOWER PARK  
GATE IMPROVEMENT PROJECT

TO: RIVERSIDE COUNTY  
CLERK OF THE BOARD  
4000 LEMON STREET (1<sup>ST</sup> FLOOR)  
RIVERSIDE, CA 92501

BID DATE: JULY 15, 2010  
BID TIME: 10:00 AM

SEALD BID RECEIVED  
CLERK OF THE BOARD OF SUPERVISORS

RECEIVED RIVERSIDE COUNTY  
CLERK / BOARD OF SUPERVISORS

2010 JUL 15 AM 9:55