

The determination of the low bidder will be based on the Base Bid with Course of Construction insurance. Bids must be submitted on all items. Failure to bid on all items may result in the bid being rejected as non-responsive.

AWARD OF CONTRACT

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

BID GUARANTEE

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

Name of Bidder MARTINEZ CONCRETE, INC.

Type of Organization CORPORATION

Signed By X  _____

Title of Signer SEC. / TREAS. _____

Address of Bidder 920. W FOOTHILL BLVD. AZUSA, CA 91702 _____

Telephone Number (626) 334-2979

Contractor's License 394471 Classification C-8, A

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

JURAT

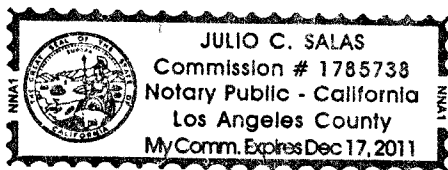
State of California
County of Los Angeles

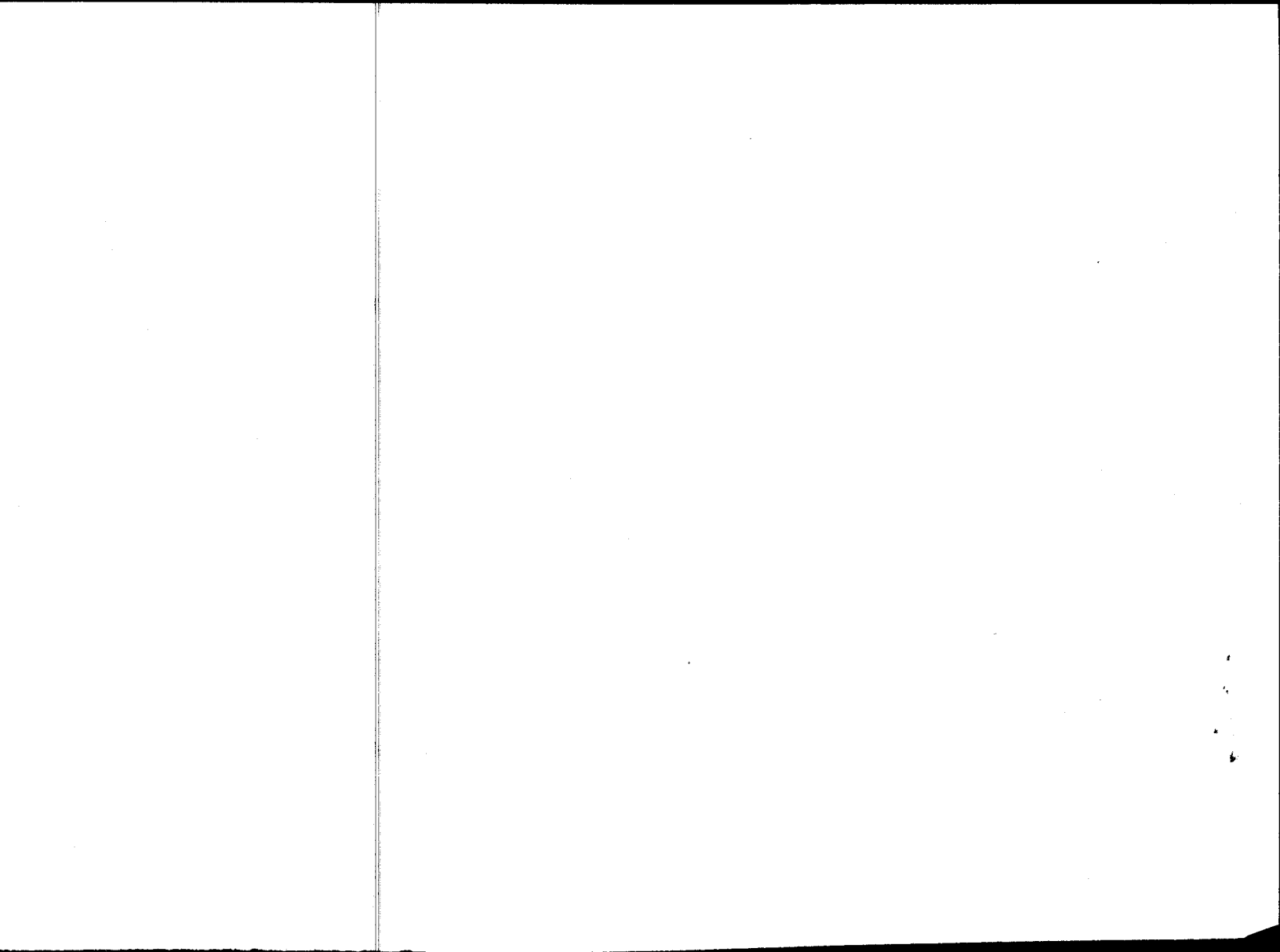
Subscribed and sworn to (or affirmed) before me this 13 day of OCTOBER 2010 ,

by ROBERT MARTINEZ , proved to me on the basis of

satisfactory evidence to be the person(s) who appeared before me.

Signature *Julio C. Salas* (Seal)





AFFIDAVIT FOR CORPORATE CONTRACTOR

ROBERT MARTINEZ declares as follows:

That he or she is SEC./TREAS of MARTINEZ CONCRETE a corporation which is a party making the foregoing proposal or 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 County of Riverside or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury, that the foregoing is true and correct.

Dated this 13 (day) of OCTOBER (month), 2010 (year)
at AZUSA, California

Signature of affiant: X 

Note: Notarization of signature required

NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA) S
S COUNTY OF RIVERSIDE)

ROBERT MARTINEZ, being first duly sworn, deposes and says:

That he or she is SEC. / TREAS. of

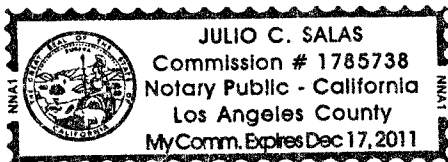
MARTINEZ CONCRETE

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 public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any depository, or to any member of agent thereof to effectuate a collusive or sham bid.

x 

Signature

Subscribed and sworn to before me this 13 day of OCTOBER, 2000



Signature of Officer Administering Oath

**CERTIFICATION OF BIDDER
REGARDING NONSEGREGATED FACILITIES**

Project Name: INDIANA AVENUE SIDEWALK IMPROVEMENTS

Name of Bidder: MARTINEZ CONCRETE, INC.

The above named Bidder hereby certifies that:

I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, wash rooms, restaurants and other eating areas, time clocks, locker rooms or other dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, national origin, or because of habits, local customs, or otherwise.

I further agree to obtain identical certifications from all proposed subcontractors prior to the award of subcontracts exceeding \$10,000.

Signature: X  _____

Name (Print): ROBERT MARTINEZ

Title: SEC. / TREAS.

Date: 10/14/16

**COUNTY OF RIVERSIDE
AFFIRMATIVE ACTION PROGRAM**

**ECONOMIC OPPORTUNITIES FOR SECTION 3 RESIDENTS
AND
SECTION 3 BUSINESS CONCERNS**

The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD Assistance for housing.

I

AFFIRMATIVE ACTION POLICY STATEMENT

The County of Riverside, as the Community Development Block Grant Administrator, shall take Affirmative Action to insure to the greatest extent feasible that:

1. Contracts for work (involving both construction and non-construction projects) funded from Community Development moneys be awarded to business located in and/or owned in substantial part by persons residing within the Section 3 covered project area.
2. That lower income residents of said project area are to be provided, to the greatest extent feasible, employment and training opportunities emanating from such contracts.

It will be established policy to:

1. Enlist the support of community agencies, schools and unions in the recruitment, hiring and training of low income persons residing within Section 3 project areas.
2. To insure that project area business are afforded a maximum feasible opportunity to bid on contracts.
3. To insure that contractors understand and comply with their obligations under the *Act (24 CFR Part 135)*.
4. To provide a system to periodically monitor and evaluate that effectiveness with which the plan is being carried out.

To insure that we continue to meet our obligations and commitments we have developed a *Section 3 Affirmative Action Program*. All contractors and sub-contractors are expected to demonstrate a spirit of support and cooperation in the implementation of this program.

The Executive Director of the Community Development Agency will be responsible for the implementation, administration, and monitoring of our policy and program.

Date: February 8, 1988

Supervisor Walt P. Abraham Chairman, Board of Supervisors

The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 570, and all applicable rules and orders of the Department issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

The contractor will send to each labor organization, or representative or workers, with which he has collective bargaining agreement or other contract, or understanding, if any, a notice advising the said labor organization or workers; representative of his commitments under this Section 3 Clause and shall post copies of the notice in a conspicuous place available to employees and applicants for employment or training.

The contractor will include this Section 3 Clause in every sub-tier contract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, that appropriate action pursuant to the sub-tier contract upon finding that the sub-contractor is in violation of the regulations issued by the Secretary of Housing, and Urban Development, 24 CFR 570. The contractor will not enter into any sub-tier contract with any sub contractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 570 and will not let any sub-contract unless the sub-contractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 570, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and sub-contractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

2. All contractors and their sub-contractors shall include as part of their bid proposal a copy of their Section 3 Affirmative Action Plan. The Program should include the following:
 1. A preliminary statement of workforce needs (skilled, semi-skilled, unskilled labor and trainees by category).
 2. Goals (in percentage) relative to utilization of lower income persons in project area.
 3. Goals relative to the project dollar amount of sub-contractors to be awarded to project area business

BIDDER CERTIFICATION FOR SECTION 3 COMPLIANCE
(Housing and Community Development Act of 1968)

Project Title: INDIANA AVENUE SIDEWALK IMPROVEMENTS Amount of Bid: _____

The undersigned hereby certifies that he/she has read and understands Riverside County's Section 3 Affirmative Action Program as well as Section 3 of the *Housing and Community Development Act of 1968*, and further certifies adoption of, and adherence to, said program, and certifies understanding of the following for all construction contracts over \$100,000:

RM
Initial Here I understand and agree that in the event that I am awarded this contract, and in the event that any new employment opportunities are created as a result of this CDBG-funded project, I will forward to the Economic Development Agency all detailed job descriptions and Section 3 reports, in a form, at a place, and at a time as directed by the Economic Development Agency.

RM
Initial Here I understand and agree that for any and all subcontracting opportunities that may result from this CDBG-funded project, I will request and review the County of Riverside Section 3 Sub-contractor Database prior to selecting any sub-contractor for my bid submittal.

RM
Initial Here I understand and agree that any and all sub-contracts and sub-tier agreements resulting from this CDBG-funded project are also subject to Section 3 compliance, and therefore, as the General/Prime Contractor, I am responsible to ensure compliance from all sub-contractors.

Bidder (Company) Name: MARTINEZ CONCRETE, INC.

Authorized Representative (Type Name): ROBERT MARTINEZ

Signature: 

Date: 10/14/10

COUNTY OF RIVERSIDE
CDBG PROGRAM

**BIDDER CERTIFICATION ON
FEDERAL CONTRACT REQUIREMENTS**

PROJECT NAME: INDIANA AVENUE SIDEWALK IMPROVEMENTS

CERTIFICATION:

I hereby certify that I have reviewed and understand the diversified Federal construction contract related requirements imposed on the Contractor(s) of HUD-funded construction projects, including but not limited to the following:

1. The subject project is being financed with Community Development Block Grant funds (24 CFR Part 570);
2. The subject project and all related construction contracts are subject to the U.S. Department of Housing and Urban Development's Federal Labor Standards Provisions (HUD 4010 – revised 06/2009); and
3. The subject project and all related contracts are subject to the Special Federal Provisions including Section 3.

CONTRACTOR'S NAME: MARTINEZ CONCRETE, INC.

CONTRACTOR'S LICENSE NO.: 394471

ADDRESS: 920 W. FOOTHILL BLVD. AZUSA, CA 90702

AUTHORIZED REPRESENTATIVE: ROBERT MARTINEZ (Type Name)

SIGNATURE: 

DATE: 10/14/10

QUESTIONNAIRE REGARDING BIDDERS
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Engaged in the contracting business under the present name of MARTINEZ CONCRETE, INC.
 _____, since 1977 (Date).

Present business address is: 920 W. FOOTHILL BLVD. AZUSA, CA 91702

Federal Tax ID: 95-3200932 Amount of Contract \$ _____

State of California Contractor's License No.: 394471

Expiration Date: 10/31/10

Because this project is Federally-funded, it is necessary to obtain information concerning minority and other group participation for statistical purposes. The U.S. Department of Housing and Urban Development (HUD) uses this information to determine the degree to which its programs are being utilized by minority business enterprises and targeted group contractors.

A minority enterprise is defined by the Federal Government as a business that is fifty-percent (50%) or more "minority-owned". Please check applicable box concerning the ownership of your business:

- American Indian or Native Alaskan
- Asian or Pacific Islander/Native Hawaiian
- Black/African American
- Hispanic
- White
- Hasidic Jews
- Other _____

A woman-owned enterprise is defined by the Federal Government as a business that is fifty-percent (50%) or more woman-owned. Please check applicable box concerning the ownership of your business:

- Woman/Female owned Male owned

A Section 3 Contractor or Subcontractor is a business concern that is more than fifty-percent (50%) owned by a low or very low-income person, or a business concern that provides economic opportunities to low and very low-income residents. Please check applicable box concerning the ownership of your business:

- Section 3 Business concern Non-Section 3 Business concern

The United States Department of Housing and Urban Development (HUD) is authorized to solicit the information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq., and other regulations. It will not be disclosed or released outside of HUD without your consent, except as required or permitted by law.

LIST OF SUBCONTRACTORS

SUBCONTRACTOR	FED. I.D.#	AMOUNT	LOCATION/PHONE NO.
ORANGE COUNTY STRIPPING		\$10,564	ORANGE (714) 639-4550
A-M. CONSTRUCTION		\$80,000	GARDEN GROVE (714) 305-7263
HYDRO SEED		\$3,926	BLOOMINGTON (909) 873-9500
ALL AMERICAN ASPHALT		\$8,705	CORONA (951) 736-7600
Ramirez Masonry Inc		\$7,856	Pomona (909) 594-5660
David's Tree Service		\$1500.00	Huntington Beach (714) 381-4612

SUPPLIERS

NAME OF SUPPLIER	ADDRESS/PHONE NO.	CONTRACT AMOUNT
ALL AMERICAN ASPHALT	CORONA (951) 736-7600	\$59,584
VULCAN MATERIALS	IRWINDALE A203 RM (626) 633-4228	\$20,800

This form is to be completed and submitted with the bid package.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Martinez Concrete, Inc., as Principal : and Contractors Bonding and Insurance Company, as Surety, are hereby held and firmly bound unto the Riverside County Economic Development Agency, hereinafter called the "Owner", in the sum of Ten percent of the total amount of the bid dollars (\$ 10%) for the payment of which sum, well and truly to be made, were hereby jointly and severally bind ourselves, our heirs, executors, administrators successors and assigns.

WHEREAS, the said Principal is herewith submitting its proposal for the construction of
Indiana Avenue Sidewalk Improvement Project

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

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

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this 5th day of October, 2010, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In the presence of:

_____	_____ (Seal)
_____	Individual Principal
_____	_____
Address	Business Address
_____	_____ (Seal)
_____	Individual Principal
_____	_____
Address	Business Address


Attest:

Martinez Concrete, Inc.

Corporate Principal

920 W. Foothill Blvd., Azusa, CA 91702

Business Address

By  _____

(Affix Corporate Seal)

ROBERT MARTINEZ

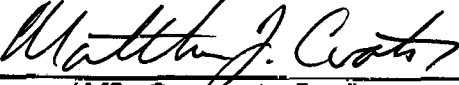
Attest:

Contractors Bonding and Insurance Company

Corporate Principal Surety

111 Pacifica, Suite 350, Irvine, CA 92618

Business Address

By  _____

(Affix Corporate Seal)

Matthew J. Coats, Attorney in Fact

The rate of premium on this bond is _____ N/A _____ per thousand. Total amount of premium charged, \$ _____ N/A _____.

(The above must be filled in by corporate surety.)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Orange

On OCT 05 2010 before me, Adelaide C. Hunter, Notary Public

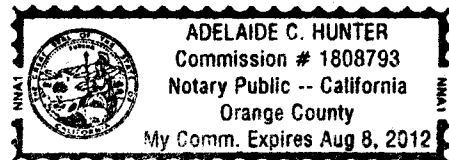
(insert name and title of the officer)

personally appeared Matthew J. Coats,
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 A. Hunter





LIMITED POWER OF ATTORNEY

Not Valid for Bonds

Power of Attorney

Executed On or After: APRIL 30TH, 2011

Number 233824

READ CAREFULLY - to be used only with the bond specified herein

Only an unaltered original of this Power of Attorney document is valid. A valid original of this document is printed on gray security paper with black and red ink and bears the seal of Contractors Bonding and Insurance Company (the "Company"). The original document contains a watermark with the letters "cbic" embedded in the paper rather than printed upon it. The watermark appears in the blank space beneath the words "Limited Power of Attorney" at the top of the document and is visible when the document is held to the light. This document is valid solely in connection with the execution and delivery of the bond bearing the number indicated below, and provided also that the bond is of the type indicated below. This document is valid only if the bond is executed on or before the date indicated above.

KNOW ALL MEN BY THESE PRESENTS, that the Company does hereby make, constitute and appoint the following: TIMOTHY D. RAPP, MATTHEW J. COATS, DOUGLAS A. RAPP and LINDA D. COATS its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver on behalf of the Company: (1) any and all bonds and undertakings of suretyship given for any purpose, provided, however, that no such person shall be authorized to execute and deliver any bond or undertaking that shall obligate the Company for any portion of the penal sum thereof in excess of \$10,000,000, and provided, further, that no Attorney-in-Fact shall have the authority to issue a bid or proposal bond for any project where, if a contract is awarded, any bond or undertaking would be required with penal sum in excess of \$10,000,000; and (2) consents, releases and other similar documents required by an obligee under a contract bonded by the Company. This appointment is made under the authority of the Board of Directors of the Company.

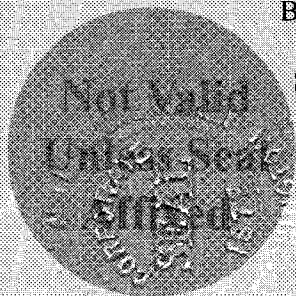
CERTIFICATE

I, the undersigned secretary of Contractors Bonding and Insurance Company, a Washington corporation, DO HEREBY CERTIFY that this Power of Attorney remains in full force and effect and has not been revoked, and, futhermore, that the resolutions of the Board of Directors set forth on the reverse are now in full force and effect.

Bond Number Bid Bond

Signed and sealed this 5th day of October, 2010.

R. Kirk Eland, Secretary



CBIC • 1213 Valley Street • P.O. Box 9271 • Seattle, WA 98109-0271
(206) 622-7053 • (800) 765-CBIC (Toll Free) • (800) 950-1558 (FAX)
PoaLPOA.08-US0061307

Certificate of Appointment and Resolution of the Board of Directors

The undersigned President and Secretary of Contractors Bonding and Insurance Company hereby certify that the President has appointed the Attorney(s)-in-Fact identified on the front side of this power of attorney, under and by the authority of the following resolutions adopted by the Board of Directors of Contractors Bonding and Insurance Company at a meeting duly held on December 15, 1993:

RESOLVED, that the CEO, President, CFO, any Vice President, Secretary or any Assistant Secretary, and any other employee as may be specifically authorized by a particular board resolution (hereafter "Authorized Officer or Employee") may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and any Authorized Officer or Employee may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted to such person.


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

- (i) when signed by the Authorized Officer or Employee and attested and sealed (if a seal be required); or
- (ii) when signed by the Authorized Officer or Employee, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

RESOLVED FURTHER, that the signature of any Authorized Officer or Employee and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company (unless otherwise specified in the power of attorney itself); and such signature and seal when so used shall have the same force and effect as though manually affixed.

RESOLVED FURTHER, that all previous resolutions of the Board of Directors concerning powers of attorney and attorneys-in-fact remain in full force and effect; that all forms of powers of attorney previously or in the future approved by the Board of Directors, including, but not limited to, so called "fax or facsimile powers of attorney", where the entire power of attorney is a facsimile, remain in full force and effect; and that one form of a power of attorney may be attached to one bond (for example, the form for which this resolution is a part may be attached to a bid bond), and another form of power of attorney may be attached to another bond (for example, a fax power of attorney may be attached to the final bond for a project for which the different form of power was attached to the bid bond) without affecting the validity of either power of attorney or bond.

IN WITNESS WHEREOF, Contractors Bonding and Insurance Company has caused these presents to be signed by its president and secretary, and its corporate seal to be hereunto affixed this 13th day of June, 2007.



Don Sirkin, President



Attest: R. Kirk Eland, Secretary

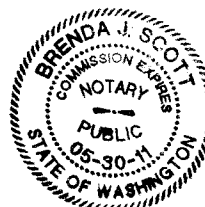
State of Washington
County of King

On June 13, 2007 before me, Brenda J. Scott Notary Public, personally appeared Don Sirkin and R. Kirk Eland personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me all that they executed the same in their authorized capacities and that by their signatures the entity upon behalf of which they acted executed the instrument.

WITNESS my hand and official seal.

Signature Brenda J. Scott (seal)

Brenda J. Scott, Notary Public



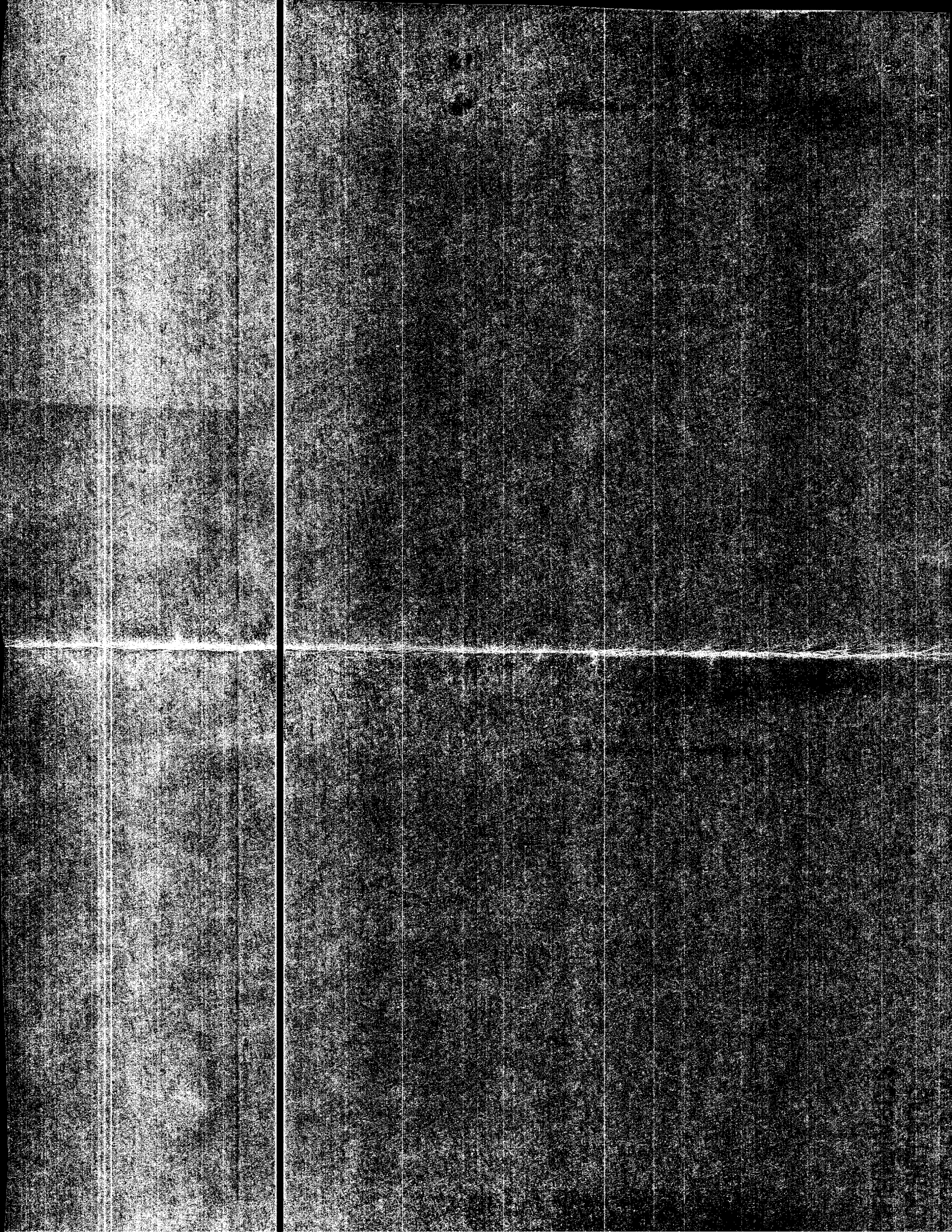
CLERK OF THE BOARD OF SUPERVISORS

4000 Central St
1st Floor
Riverside, CA 92501

SEALED BID RECEIVED
CLERK OF THE BOARD OF SUPERVISORS

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS

2010 OCT 14 AM 10:20



CONTRACTORS PROPOSAL

TO THE GOVERNING BOARD OF
THE
RIVERSIDE COUNTY ECONOMIC
DEVELOPMENT AGENCY

Date 10/13/2010

Elite Bobcat Service, Inc.

Bidder

The undersigned, having carefully examined the proposed site and the Plans and Specifications, the Notice Inviting Bids, the Instructions to Bidders, the Agreement Form, the Bond Forms, the General Conditions and the Supplementary General Conditions for the Indiana Avenue Sidewalk Improvement Project, hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the construction in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Addendum No. 1 Date 10/13/2010

Addendum No. _____ Date _____

Addendum No. _____ Date _____

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

Base Bid (with Course of Construction insurance)	\$ <u>636,298.50</u>
Course of Construction Insurance Amount	\$ <u>636,298.50</u>
Course of Construction Insurance Deductible	\$ <u>0</u>

**INDIANA AVE. SIDEWALK IMPROVEMENTS
BASE BID**

ITEM NO.	ITEM	UNIT	ESTIMATED QUANTITY	Unit Price	AMOUNT
1	MOBILIZATION	LS	1.00	30,000	30,000.00
2	CLEARING AND GRUBBING	LS	1.00	28,000.00	28,000.00
3	DUST ABATEMENT	LS	1.00	5,375.00	5,375.00
4	DEVELOP WATER SUPPLY	LS	1.00	2,230.00	2,230.00
5	STORM WATER & NON STROM WATER POLLUTION	LS	1.00	1,500.00	1,500.00
6	EROSION CONTROL (BONDED FIBER MATRIX)	SY	3,475.00	1.32	4,587.00
7	TRAFFIC CONTROL SYSTEM	LS	1.00	2,670.00	2,670.00
8	ROADWAY EXCAVATION	CY	3,086.00	21.00	64,806.00
9	SIGNING & STRIPING	LS	1.00	10,200.00	10,200.00
10	FINISHING ROADWAY	LS	1.00	7,400.00	7,400.00
11	EROSION CONTROL	LS	1.00	6,200.00	6,200.00
12	CLASS 2 AGGREGATE BASE	CY	1,800.00	27.00	48,600.00
13	ASPHALT CONCRETE (TYPE A)	TON	1,216.00	65.00	79,040.00
14	RELOCATE IRRIGATION FACILITIES	LS	1.00	4,500.00	4,500.00
15	COLD PLANE	SF	48,365.00	0.19	9,189.35
16	CONSTRUCT TYPE "A-6" CURB & GUTTER PER RIV. CO. STD. NO. 200	LF	3,013.00	11.50	34,649.50
17	CONSTRUCT TYPE "C" CURB & GUTTER PER RIV. CO. STD. NO. 202 & 211	LF	516.00	13.50	6,966.00
18	CONSTRUCT 4" ASPHALT CONCRETE DIKE PER CALTRANS STD. NO A87B, TYPE E	SF	2,177.00	4.00	8,708.00
19	CONSTRUCT 4" THICK SIDEWALK PER RIV. CO. STD. NO. 400 & 401 (W=4.5')	SF	16,572.00	2.30	38,115.60
20	CONSTRUCT 4" THICK P.C.C. ACCESS RAMP PER RIV. CO. STD. 403, CASE A	EA	1.00	1,180.00	1,180.00
21	CONSTRUCT 4" THICK P.C.C. ACCESS RAMP PER RIV. CO. STD. 403, CASE B	EA	2.00	1,180.00	2,360.00
22	CONSTRUCT 4" THICK P.C.C. CURB RAMP PER CALTRANS STD. A88B, CASE CM TYPE 2	EA	7.00	1,180.00	8,260.00
23	CONSTRUCT CONCRETE DRIVEWAY & TIE-IN PER RIV. CO. STD. NO. 207	SF	4,177.00	5.25	21,929.25
24	RELOCATE & ADJUST TO GRADE EXISTING FIRE HYDRANT	EA	8.00	4,220.00	33,760.00
25	CONSTRUCT CHAIN LINK FENCE PER S.P.P.W.C. 600-1 (H=5')	LF	263.00	21.00	5,523.00
26	CONSTRUCT CHAIN LINK FENCE PER S.P.P.W.C. 621-1 (H=3')	LF	497.00	16.00	7,952.00
27	CONSTRUCT VINYL FENCE (H=6')	LF	420.00	29.00	12,180.00
28	RELOCATE EX. WATER METER TO BACK OF SIDEWALK. EX. LATERAL TO BE REMOVED AND RE-CONSTRUCTED FROM MAIN TO METER	EA	12.00	3,350.00	40,200.00
29	CONSTRUCT RETAINING WALL PER S.P.P.W.C. 621-1	SF	491.00	109.00	53,519.00
30	CONSTRUCT 6" CONCRETE DRIVEWAY APPROACH PER RIV. CO. STD. NO. 206	SF	61.00	20.80	1,268.80
31	ADDITIONAL WORK ASSOCIATED WITH THE INSTALLATION OF SIDEWALK IMPROVEMENTS	LS	1.00	17,200.00	17,200.00
32	REMOVAL OF HAZARDOUS MATERIALS/DEBRIS/SOIL	FA	1.00	0	0

Project Total Items 1-32 Six-Hundred Thirty-Six Thousand \$ 636,298.50
 "Words"
Two-Hundred Ninety-Eight Dollars
And Fifty-Cents.

The determination of the low bidder will be based on the Base Bid with Course of Construction insurance. Bids must be submitted on all items. Failure to bid on all items may result in the bid being rejected as non-responsive.

AWARD OF CONTRACT


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

BID GUARANTEE

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

Name of Bidder Elite Bobcat Service, Inc.

Type of Organization Corporation

Signed By 
Joseph Nanci

Title of Signer President

Address of Bidder 1320 E 6th St #100, Corona, CA 92879

Telephone Number (951) 279-6869

Contractor's License 720016 Classification A

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned ELITE BOBCAT SERVICE, INC. as Principal : and SURETEC INSURANCE COMPANY, as Surety, are hereby held and firmly bound unto the Riverside County Economic Development Agency, hereinafter called the "Owner", in the sum of TEN PERCENT OF AMOUNT BID dollars (\$ 10%) for the payment of which sum, well and truly to be made, were hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the said Principal is herewith submitting its proposal for the construction of
INDIANA AVENUE SIDEWALK IMPROVEMENT PROJECT

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

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

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this 11TH day of OCTOBER, 2010, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In the presence of:

Individual Principal (Seal)

Address Business Address

Individual Principal (Seal)

Address Business Address

Attest:

ELITE BOBCAT SERVICE, INC.
Corporate Principal
1320 E. 6TH ST. STE. 100, CORONA, CA 92879
Business Address

By _____
(Affix Corporate Seal) Joseph Nanci

Attest:

SURETEC INSURANCE COMPANY
Corporate Surety
3033 TH AVE., STE. 300, SAN DIEGO, CA 92103
Business Address

By _____
CHARLES L. FLAKE (Affix Corporate Seal)
ATTORNEY-IN-FACT

The rate of premium on this bond is NIL per thousand. Total amount of premium charged, \$ NIL .

(The above must be filled in by corporate surety.)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange }

On 10-11-10
Date

before me, Lexie Sherwood, Notary Public

Here Insert Name and Title of the Officer

personally appeared Charles L. Flake

Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature

Signature of Notary Public

Lexie Sherwood



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: _____

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Charles L. Flake, David L. Culbertson, Richard A. Coon

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety, providing the bond penalty does not exceed

Five Million Dollars and no/100 (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/2012 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 28th day of October, A.D. 2008.

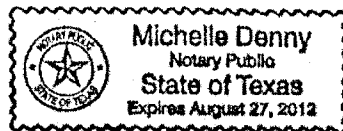
SURETEC INSURANCE COMPANY


By: 
B.J. King, President



State of Texas ss:
County of Harris

On this 28th day of October, 2008 before me personally came B.J. King, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Michelle Denny, Notary Public
My commission expires August 27, 2012

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 11TH day of OCTOBER, 2010, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

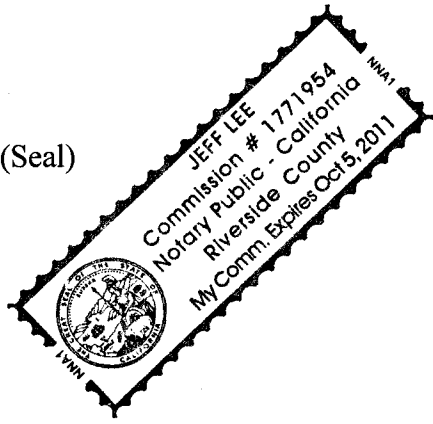
State of California
County of Riverside

On October 13, 2010 before me, Jeff Lee, a notary public, personally appeared Joseph Nanci, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

Witness my hand and official seal.

Signature Jeff Lee (Seal)



AFFIDAVIT FOR INDIVIDUAL CONTRACTORS

_____ declares as follows:

That he or she is the party making the foregoing proposal or bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, associations, 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 County of Riverside or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury, that the foregoing is true and correct.

**Dated this _____ (day) of _____ (month), _____ (year)
at _____, California**

Signature of affiant:

Note: Notarization of signature required

AFFIDAVIT FOR JOINT VENTURE OR COPARTNERSHIP CONTRACTOR

_____ declares as follows:

That he or she is a member of the joint venture or copartnership firm designated as

_____ which is the party making the foregoing proposal or 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 County of Riverside or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

That he has been and is duly vested with authority to make and sign instruments for the joint venture or copartnership by

_____ who constitute the other members of the joint venture or copartnership.

I declare under penalty of perjury, that the foregoing is true and correct.

Dated this _____ (day) of _____ (month), _____ (year)
at _____, California

Signature of affiant:

Note: Notarization of signature required

AFFIDAVIT FOR CORPORATE CONTRACTOR

Joseph Nanci declares as follows:

That he or she is President
of Elite Bobcat Service, Inc. a corporation which is a party making the foregoing proposal or 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 County of Riverside or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury, that the foregoing is true and correct.

Dated this 13 (day) of October (month), 2010 (year)
at Corona, California

Signature of affiant: 

Note: Notarization of signature required Joseph Nanci

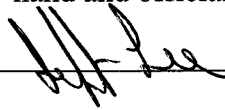
State of California
County of Riverside

On October 13, 2010 before me, Jeff Lee, a notary public, personally appeared Joseph Nanci, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

Witness my hand and official seal.

Signature



(Seal)



NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)
S
S COUNTY OF RIVERSIDE)

Joseph Nanci _____, being first duly sworn, deposes and says:

That he or she is _____ President _____ of
Elite Bobcat Service, Inc.

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 public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any depository, or to any member of agent thereof to effectuate a collusive or sham bid.



Signature Joseph Nanci

Subscribed and sworn to before me this _____ day of _____, 200_____

Signature of Officer Administering Oath

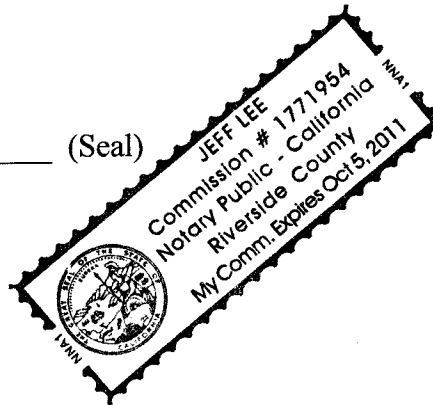
State of California
County of Riverside

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

Witness my hand and official seal.

Signature Jeff Lee (Seal)



**CERTIFICATION OF BIDDER
REGARDING NONSEGREGATED FACILITIES**

Project Name: Indiana Avenue Sidewalk Improvement Project

Name of Bidder: Elite Bobcat Service, Inc.

The above named Bidder hereby certifies that:

I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, wash rooms, restaurants and other eating areas, time clocks, locker rooms or other dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, national origin, or because of habits, local customs, or otherwise.

I further agree to obtain identical certifications from all proposed subcontractors prior to the award of subcontracts exceeding \$10,000.

Signature:  _____

Name (Print): Joseph Nanci

Title: President

Date: 10/13/2010

**COUNTY OF RIVERSIDE
AFFIRMATIVE ACTION PROGRAM**

**ECONOMIC OPPORTUNITIES FOR SECTION 3 RESIDENTS
AND
SECTION 3 BUSINESS CONCERNS**

The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD Assistance for housing.

1

AFFIRMATIVE ACTION POLICY STATEMENT

The County of Riverside, as the Community Development Block Grant Administrator, shall take Affirmative Action to insure to the greatest extent feasible that:

1. Contracts for work (involving both construction and non-construction projects) funded from Community Development moneys be awarded to business located in and/or owned in substantial part by persons residing within the Section 3 covered project area.
2. That lower income residents of said project area are to be provided, to the greatest extent feasible, employment and training opportunities emanating from such contracts.

It will be established policy to:

1. Enlist the support of community agencies, schools and unions in the recruitment, hiring and training of low income persons residing within Section 3 project areas.
2. To insure that project area business are afforded a maximum feasible opportunity to bid on contracts.
3. To insure that contractors understand and comply with their obligations under the *Act (24 CFR Part 135)*.
4. To provide a system to periodically monitor and evaluate that effectiveness with which the plan is being carried out.

To insure that we continue to meet our obligations and commitments we have developed a *Section 3 Affirmative Action Program*. All contractors and sub-contractors are expected to demonstrate a spirit of support and cooperation in the implementation of this program.

The Executive Director of the Community Development Agency will be responsible for the implementation, administration, and monitoring of our policy and program.

Date: February 8, 1988

Supervisor Walt P. Abraham Chairman, Board of Supervisors

II
DEFINITION OF TERMS

1. **Business concerns located within the Section 3 covered project area:** Means those individuals or firms located within the relevant Section 3 covered project area as determined, pursuant to 24 CFR 135.15.
2. **Business concerns owned in substantial part by persons residing in the Section 3 covered project area:** Means those business concerns which are five (5) percent or more owned by persons residing within the relevant Section 3 covered project as determined pursuant to 24 CFR 135.15.
3. **Contracting party:** Means any entity which contracts with a contractor for the performance of work in connection with a Section 3 covered project.
4. **Contractor:** Means any entity which performs work in connection with a Section covered project.
5. **Lower income resident of the area:** A person residing in the Community Development Block Grant project area of the County of Riverside whose annual family income does not exceed eighty (80) percent of the median income. (Calculations are to be based on the median income level as reported by HUD).
6. **Project area:** In most cases the project area will be bounded by the County limits (or participants' City limits as applicable). However, priority shall be given to persons living within the County's Impact Areas.

III
SPECIFIC AFFIRMATIVE ACTION STEPS

In order to comply with Section 3 regulations affirmative action must be taken. This affirmative action will be at least extensive and specific as the following:

- Each contractor and sub-contractor shall incorporate in all contracts for work in connection with a Section 3 covered project the following Section 3 Clause:
- Every applicant, recipient, contracting party, contractor, and sub-contractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with Section 3 covered project, the following clause (referred to as a Section 3 Clause):

The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development, and is subject to the requirements of Section 3 of the Housing and Urban Development act of 1968, as amended, 12 U.S.C. 176. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 570, and all applicable rules and orders of the Department issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

The contractor will send to each labor organization, or representative or workers, with which he has collective bargaining agreement or other contract, or understanding, if any, a notice advising the said labor organization or workers; representative of his commitments under this Section 3 Clause and shall post copies of the notice in a conspicuous place available to employees and applicants for employment or training.

The contractor will include this Section 3 Clause in every sub-tier contract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, that appropriate action pursuant to the sub-tier contract upon finding that the sub-contractor is in violation of the regulations issued by the Secretary of Housing, and Urban Development, 24 CFR 570. The contractor will not enter into any sub-tier contract with any sub contractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 570 and will not let any sub-contract unless the sub-contractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 570, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and sub-contractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

2. All contractors and their sub-contractors shall include as part of their bid proposal a copy of their Section 3 Affirmative Action Plan. The Program should include the following:
 1. A preliminary statement of workforce needs (skilled, semi-skilled, unskilled labor and trainees by category).
 2. Goals (in percentage) relative to utilization of lower income persons in project area.
 3. Goals relative to the project dollar amount of sub-contractors to be awarded to project area business

IV
DISSEMINATION OF SECTION 3 PROGRAM POLICY

In order that all contractors of the County of Riverside have a full understanding of the County's position regarding this Section 3 Affirmative Action Plan the following procedures will be initiated:

1. All advertisements and invitations to bid will include the County's Section 3 Affirmative Action Plan requirements.
 2. All Community Development Block Grant contracts will include the County's Section 3 Affirmative Action Plan.
 3. The Section 3 Grievance Procedure and signs shall be placed at construction sites identifying the project as a Section 3 covered project.
-

V
PROGRAM EVALUATION

Pursuant to Section 3 requirements (24 CFR 1325.20) the County of Riverside, as Block Grant Administrator, shall assist and actively cooperate with the Department of Housing and Urban Development in insuring the compliance of our contractors and sub-contractors.

All contractors shall:

1. Maintain a list of all lower income area residents who have applied whether on their own or on referral from any source.
 2. Set forth evidence, acceptable to the Executive Director or the Community Development Agency that its actions were not an attempt to circumvent program requirements, if vacant apprentice or trainee positions in its organization are filled immediately prior to undertaking work pursuant to a Section 3 covered project.
-

VI
COMPLAINT PROCEDURE

Any low income resident of a project area for him/herself or as a representative of persons similarly situated, seeking employment or training opportunities with a contractor or sub-contractor, or any business concern located in, or owned in substantial part by persons residing within a project area seeking contract opportunities from any contractor or sub-contractor for personally or by an authorized representative file a grievance alleging non-compliance with Section 3, these regulations, or obligations undertaken pursuant thereto.


A grievance must be filed not later than ninety (90) days from the date of the action (or omission) upon which the grievance is based. Complaints or questions regarding compliance relative to these regulations should be addressed to:


CDBG Program Administrator
Economic Development Agency
3402 10th Street, Suite 500, Riverside, CA 92501
(951) 955-8916


BIDDER CERTIFICATION FOR SECTION 3 COMPLIANCE
(Housing and Community Development Act of 1968)

Project Title: Indiana Avenue Sidewalk Improvement Project Amount of Bid: 636,298.50

The undersigned hereby certifies that he/she has read and understands Riverside County's Section 3 Affirmative Action Program as well as Section 3 of the *Housing and Community Development Act of 1968*, and further certifies adoption of, and adherence to, said program, and certifies understanding of the following for all construction contracts over \$100,000:


Initial Here I understand and agree that in the event that I am awarded this contract, and in the event that any new employment opportunities are created as a result of this CDBG-funded project, I will forward to the Economic Development Agency all detailed job descriptions and Section 3 reports, in a form, at a place, and at a time as directed by the Economic Development Agency.


Initial Here I understand and agree that for any and all subcontracting opportunities that may result from this CDBG-funded project, I will request and review the County of Riverside Section 3 Sub-contractor Database prior to selecting any sub-contractor for my bid submittal.


Initial Here I understand and agree that any and all sub-contracts and sub-tier agreements resulting from this CDBG-funded project are also subject to Section 3 compliance, and therefore, as the General/Prime Contractor, I am responsible to ensure compliance from all sub-contractors.

Bidder (Company) Name: Elite Bobcat Service, Inc.

Authorized Representative (Type Name): Joseph Nanci

Signature: 

Date: 10/13/2010

COUNTY OF RIVERSIDE
CDBG PROGRAM

**BIDDER CERTIFICATION ON
FEDERAL CONTRACT REQUIREMENTS**

PROJECT NAME: Indiana Avenue Sidewalk Improvement Project

CERTIFICATION:

I hereby certify that I have reviewed and understand the diversified Federal construction contract related requirements imposed on the Contractor(s) of HUD-funded construction projects, including but not limited to the following:

1. The subject project is being financed with Community Development Block Grant funds (*24 CFR Part 570*);
2. The subject project and all related construction contracts are subject to the U.S. Department of Housing and Urban Development's Federal Labor Standards Provisions (HUD 4010 – revised 06/2009); and
3. The subject project and all related contracts are subject to the Special Federal Provisions including Section 3.

CONTRACTOR'S NAME: Elite Bobcat Service, Inc.

CONTRACTOR'S LICENSE NO.: 720016A

ADDRESS: 1320 E 6th St #100, Corona, CA 92879

AUTHORIZED REPRESENTATIVE: Joseph Nanci (Type Name)

SIGNATURE: 

DATE: 10/13/2010

QUESTIONNAIRE REGARDING BIDDERS

Engaged in the contracting business under the present name of Elite Bobcat Service, Inc.
_____, since 03/1994 (Date).

Present business address is: 1320 E 6th St #100, Corona, CA 92879

Federal Tax ID: 33-0634599 Amount of Contract \$ _____

State of California Contractor's License No.: 720016A

Expiration Date: 03/31/2012

Because this project is Federally-funded, it is necessary to obtain information concerning minority and other group participation for statistical purposes. The U.S. Department of Housing and Urban Development (HUD) uses this information to determine the degree to which its programs are being utilized by minority business enterprises and targeted group contractors.

A minority enterprise is defined by the Federal Government as a business that is fifty-percent (50%) or more "minority-owned". Please check applicable box concerning the ownership of your business:

- American Indian or Native Alaskan
- Asian or Pacific Islander/Native Hawaiian
- Black/African American
- Hispanic
- White
- Hasidic Jews
- Other _____

A woman-owned enterprise is defined by the Federal Government as a business that is fifty-percent (50%) or more woman-owned. Please check applicable box concerning the ownership of your business:

- Woman/Female owned Male owned

A Section 3 Contractor or Subcontractor is a business concern that is more than fifty-percent (50%) owned by a low or very low-income person, or a business concern that provides economic opportunities to low and very low-income residents. Please check applicable box concerning the ownership of your business:

- Section 3 Business concern Non-Section 3 Business concern

The United States Department of Housing and Urban Development (HUD) is authorized to solicit the information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq., and other regulations. It will not be disclosed or released outside of HUD without your consent, except as required or permitted by law.

LIST OF SUBCONTRACTORS

SUBCONTRACTOR	FED. I.D.#	AMOUNT	LOCATION/PHONE NO.
I E Pipeline		74,000.00	San Jacinto CA (951) 675-0181
Case Land Survey		17,000.00	Orange, CA (714) 628-8949
United Fence		24,000.00	Upland, CA (909) 985-9500
Orange County Striping	10,000	74463 ml	Orange, CA (714) 639-4550

SUPPLIERS

NAME OF SUPPLIER	ADDRESS/PHONE NO.	CONTRACT AMOUNT
All American	Corona, CA (951) 736-7600	
Robertson	Corona, CA ^{ME} (800) 834-834	
	(800) 834-7757	

This form is to be completed and submitted with the bid package.



Memorandum

To: All Bidders

Date: October 8th, 2010

Subject: INDIANA AVENUE SIDEWALK IMPROVEMENT PROJECT IN THE HOME GARDENS
AREA OF RIVERSIDE COUNTY

Addendum 1 to the Contract Documents for the subject project is below. Each bidder shall acknowledge receipt of Addendum 1 in the space provided on the attached Addendum form, and include it within the bid package submittal.

For contract or document questions, please contact Jason Ardery at (951) 686-1070.

ADDENDUM 1

The information and documentation included in this addendum is to be added to / deleted from the previous Contract Documents, Specifications and Drawings. There are 3 items to this Addendum 1.

Corporate Headquarters
3788 McCray Street | Riverside, CA 92506
T: 951.688.1070 | F: 951.788.1256

Desert Region
36951 Cook Street #103 | Palm Desert, CA 92211
T: 760.568.5005 | F: 760.568.3443

G:\2009\09-0171\Spec\Addendum #1\ADDENDUM # 1 Cover.docx

**THE REDEVELOPMENT AGENCY
FOR THE
COUNTY OF RIVERSIDE**

ADDENDUM NUMBER 1

Dated October 8, 2010

**To the
Specifications and Contract Documents
For the construction of**

**INDIANA AVENUE SIDEWALK IMPROVEMENT PROJECT
IN THE HOME GARDENS AREA OF RIVERSIDE COUNTY**

**Bid Due: Thursday, October 14th, 2010; 10:30 am
4080 Lemon Street, 1st Floor
Riverside, CA 92501**

This Addendum is issued pursuant to the Notice Inviting Bids for the referenced project. The revisions to the plans and specifications shall become a part of the Contract Documents. Bidders are directed to sign this addendum as acknowledgement, and attach the signed addendum to the contractor's submitted proposal.

Item 1: Bid Bond Surety, Page IX

Delete: "Corporate Principal" from last signature block and Replace with "Surety"

Item 2: AQMD Signage

The Contractor shall furnish and erect One (1) AQMD Sign at the locations designated by the Engineer in accordance with the AQMD Signage Recommendations (Attached), Standard Plans and the Special Provisions.

Payment:

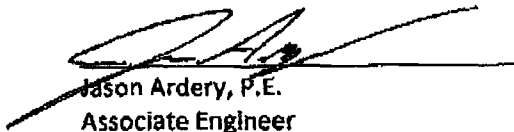
Full compensation shall be considered as included in the contract price paid for Traffic Control, including the furnishing of all labor, materials, tools, equipment and incidentals, and for furnishing, erecting, maintaining, and removing the signs, and no additional compensation will be allowed therefore.

Addendum # 1
Dated October 8th, 2010

Item 3: Bidder Certification, Page XX

The following paragraph and corresponding initial block shall be Deleted from the BIDDER CERTIFICATION FOR SECTION 3 COMPLIANCE, Page XX (Exhibit B-6).

I understand and agree that for any and all subcontracting opportunities that may result from this CDBG-funded project, I will request and review the County of Riverside Section 3 Sub-contractor Database prior to selecting any sub-contractor for my bid submittal.


Jason Ardery, P.E.
Associate Engineer
ALBERT A. WEBB ASSOCIATES

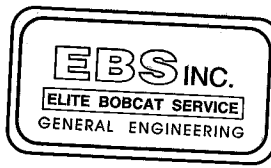


Acknowledged: _____

(Contractor) Joseph Nanci

Date: 10/13/2010

FROM:



1320 E. SIXTH, SUITE 100 • CORONA, CA 92879
Tel: (951) 279-6869 • FAX: (951) 279-6832

TO:

**County of Riverside
Clerk of the Board
4080 Lemon St, FL 1
Riverside, CA 92501**

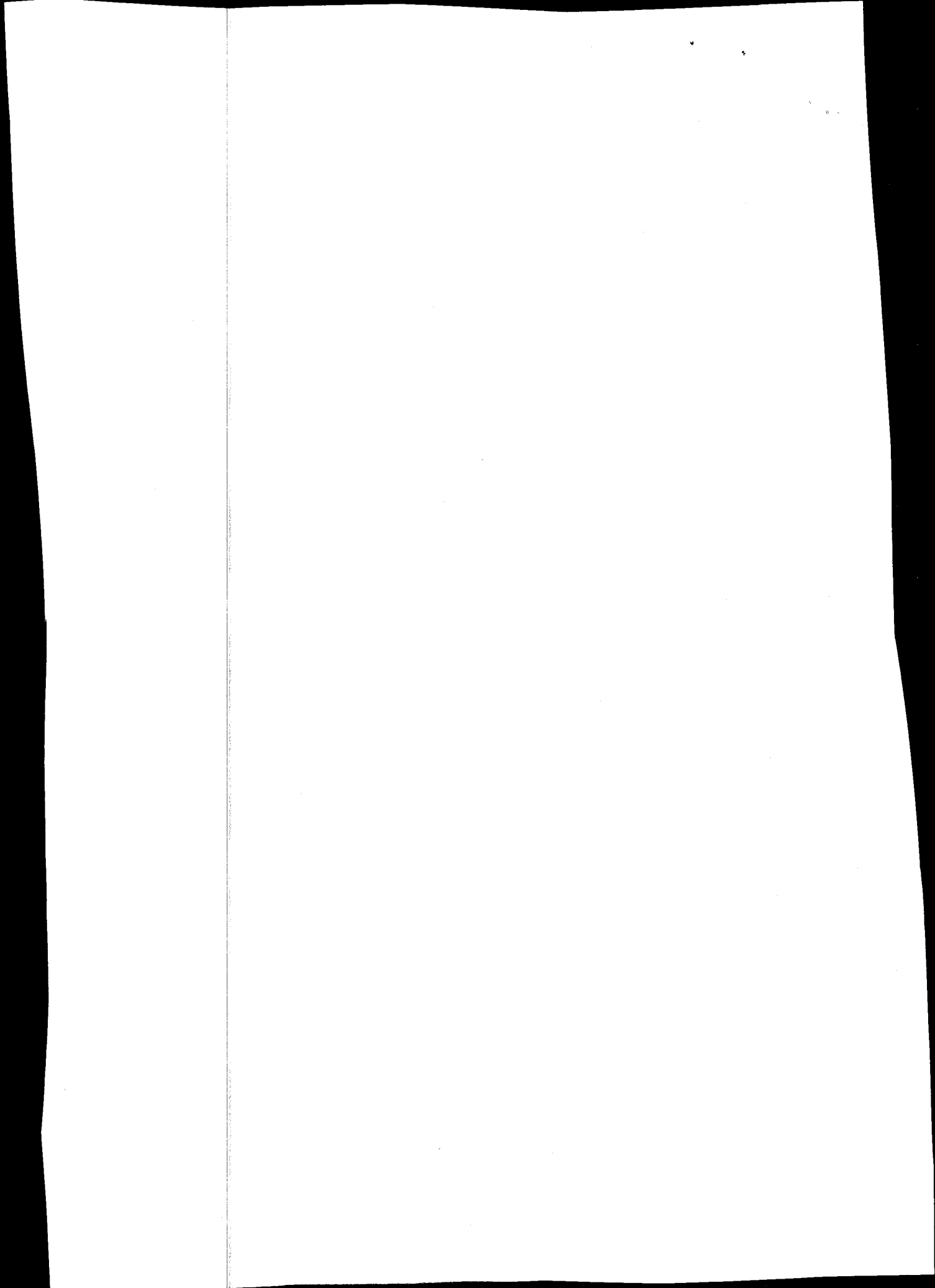
**SEALED BID RECEIVED
CLERK OF THE BOARD OF SUPERVISORS**

SEALED BID FOR

Indiana Ave Sidewalk Improvement Project

Due: 10/14/10 @ 10:30 AM

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS
2010 OCT 14 AM 10:21



QUESTIONNAIRE REGARDING BIDDERS
--

Engaged in the contracting business under the present name of Kormx, Inc
 _____, since 1/8/07 (Date).

Present business address is: 19314 Avenida Del Sol Walnut, Ca 91789

Federal Tax ID: 02-0797137 Amount of Contract \$ 632,691.25

State of California Contractor's License No.: A417430

Expiration Date: 8/31/11

Because this project is Federally-funded, it is necessary to obtain information concerning minority and other group participation for statistical purposes. The U.S. Department of Housing and Urban Development (HUD) uses this information to determine the degree to which its programs are being utilized by minority business enterprises and targeted group contractors.

A minority enterprise is defined by the Federal Government as a business that is fifty-percent (50%) or more "minority-owned". Please check applicable box concerning the ownership of your business:

- American Indian or Native Alaskan
- Asian or Pacific Islander/Native Hawaiian
- Black/African American
- Hispanic
- White
- Hasidic Jews
- Other _____

A woman-owned enterprise is defined by the Federal Government as a business that is fifty-percent (50%) or more woman-owned. Please check applicable box concerning the ownership of your business:

- Woman/Female owned
- Male owned

A Section 3 Contractor or Subcontractor is a business concern that is more than fifty-percent (50%) owned by a low or very low-income person, or a business concern that provides economic opportunities to low and very low-income residents. Please check applicable box concerning the ownership of your business:

- Section 3 Business concern
- Non-Section 3 Business concern

The United States Department of Housing and Urban Development (HUD) is authorized to solicit the information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq., and other regulations. It will not be disclosed or released outside of HUD without your consent, except as required or permitted by law.

LIST OF SUBCONTRACTORS

SUBCONTRACTOR	FED. I.D.#	AMOUNT	LOCATION/PHONE NO.
Pavement Recycling Systems	#330353433	\$8,995.89	Mira Loma, CA (951)682-1091
O.C. Striping	#95-30-77158	\$10,564.00	Orange, CA (714)639-4556
Valley Cities/Conzalez Fence	#33-0897059	\$24,475.00	Norco, CA (951)735-1145
Kad Paving	#27-0618394	\$102,277.33	Yucaipa, CA (909)790-3366

SUPPLIERS

NAME OF SUPPLIER	ADDRESS/PHONE NO.	CONTRACT AMOUNT

This form is to be completed and submitted with the bid package.

BID BOND

Bond #: 20-SBA-300528

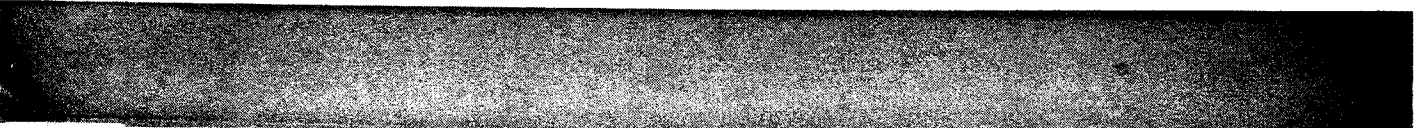
KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Kormx, Inc., as Principal : and American Safety Casualty Insurance Co Surety, are hereby held and firmly bound unto the Riverside County Economic Development Agency, hereinafter called the "Owner", in the sum of _____ * _____ dollars (\$ 10%) for the payment of which sum, well and truly to be made, were hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. * Ten Percent of the Total Amount of the bid in

WHEREAS, the said Principal is herewith submitting its proposal for the construction of Indiana Ave. Sidewalk Improvement

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

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

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this 12th day of October, 2010, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.



In the presence of:

_____	_____ (Seal)
	Individual Principal
_____	_____
Address	Business Address
_____	_____ (Seal)
	Individual Principal
_____	_____
Address	Business Address

Attest:

Kormx, Inc.
 Corporate Principal
 19314 Avenida del Sol, Walnut, CA 91789
 Business Address

Hydrex Barndt II

By *Joe U. [Signature]*
 (Affix Corporate Seal)

Attest:

American Safety Casualty
 Insurance Company
 (Surety)
 444 Ocean Blvd., 18th floor,
 Long Beach, CA 90802
 Business Address

By *Gracie Lopez*

Gracie Lopez, (Affix Corporate Seal) Attorney-in-Fact

The rate of premium on this bond is Included in _____ per thousand. Total amount of premium charged, \$ _____ Bid Bond Service Undertaking.

(The above must be filled in by corporate surety.)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On October 12, 2010 before me, M. S. Rodriguez, Notary Public

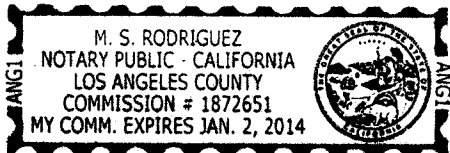
Date

Here Insert Name and Title of the Officer

personally appeared GRACIE LOPEZ

Name(s) of Signer(s)

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



Place Notary Seal Above

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

WITNESS my hand and official seal.

Signature M. S. Rodriguez
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

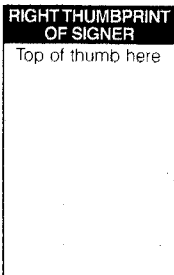
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

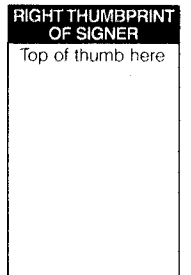
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____





NUMBER

20-SBA-300524

POWER OF ATTORNEY

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

Gracie Lopez

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

ALL OBLIGEEES,

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

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

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

RESOLVED, that the President in conjunction with the Secretary or any Assistant Secretary may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted to such persons.

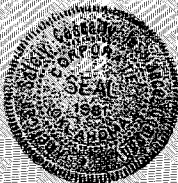
RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company: (i) when signed by the President or any Vice-President and attested and sealed (if a seal be required) by any Secretary or Assistant Secretary or (ii) when signed by the President or any Vice-President or Secretary or Assistant Secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorney-in-fact or agents pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effects as though manually affixed.

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

Attest:

Randolph L. Hutto, Secretary



Stephen R. Crim, President

STATE OF GEORGIA

COUNTY OF COBB } ss.

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



Ruth A. Bankston, Notary Public

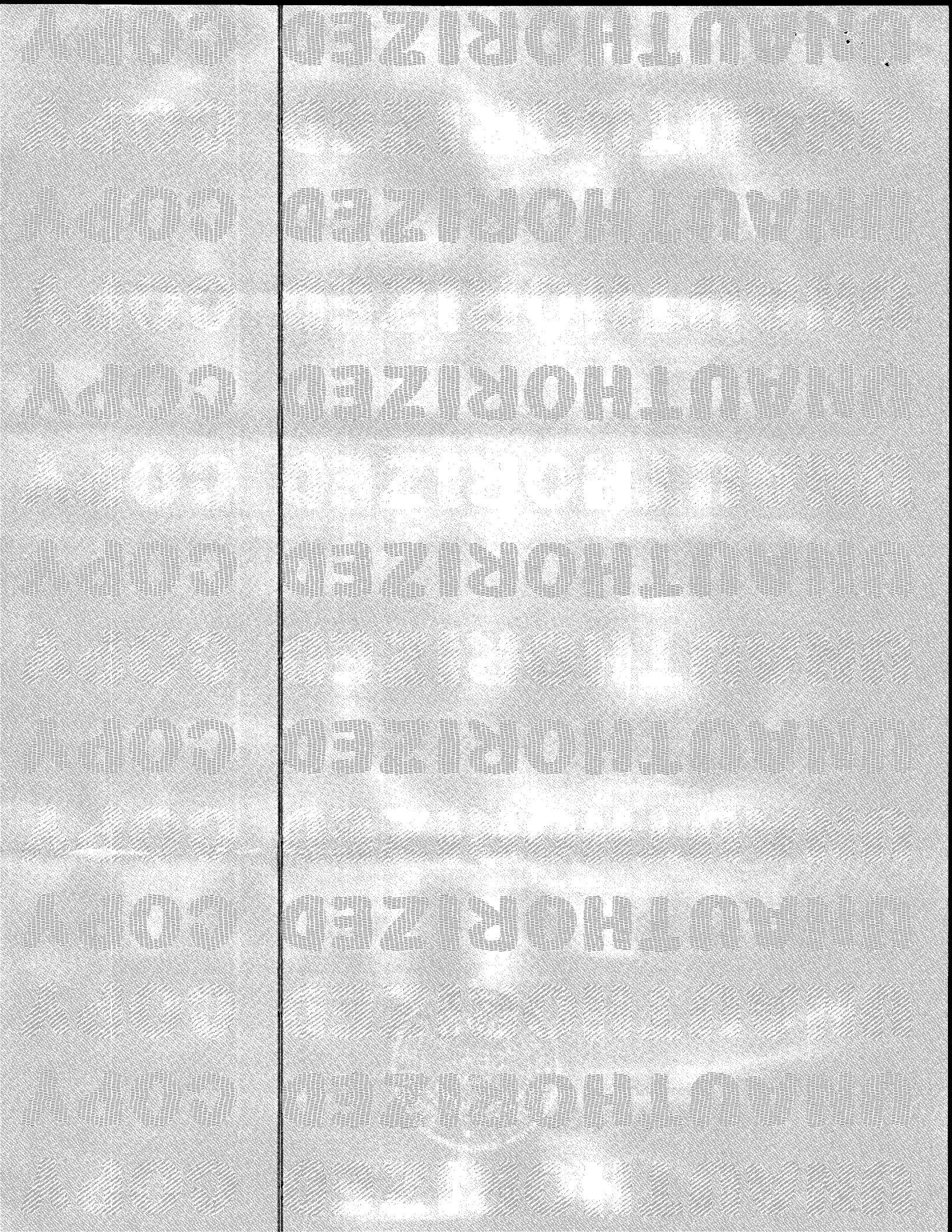
I, the undersigned, Secretary of American Safety Casualty Insurance Company, an Oklahoma corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said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

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

Dated the 12th day of October, 2010



Randolph L. Hutto, Secretary



State of California)
County of Los Angeles)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

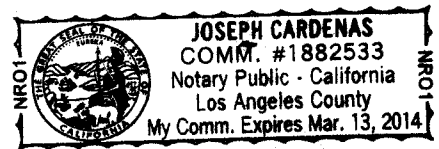
On October 14, 2010 before me, Joseph Cardenas; Notary Public
(here insert name and title of the officer)

personally appeared Joe U. Cardenas

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 Joseph Cardenas

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

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

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

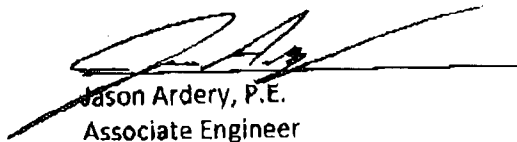
Additional Signer(s) Signer(s) Thumbprint(s)

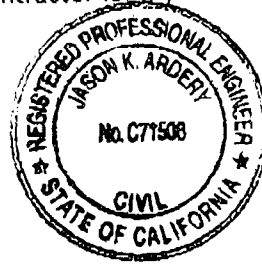
Addendum # 1
Dated October 8th, 2010

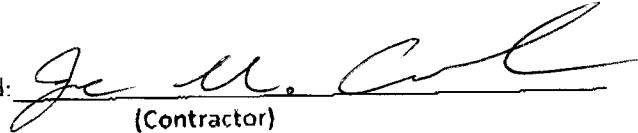
Item 3: Bidder Certification, Page XX

The following paragraph and corresponding initial block shall be Deleted from the BIDDER CERTIFICATION FOR SECTION 3 COMPLIANCE, Page XX (Exhibit B-6).

I understand and agree that for any and all subcontracting opportunities that may result from this CDBG-funded project, I will request and review the County of Riverside Section 3 Sub-contractor Database prior to selecting any sub-contractor for my bid submittal.


Jason Ardery, P.E.
Associate Engineer
ALBERT A. WEBB ASSOCIATES



Acknowledged:  Date: 10/14/10
(Contractor)

CONTRACTORS PROPOSAL

TO THE GOVERNING BOARD OF
THE
RIVERSIDE COUNTY ECONOMIC
DEVELOPMENT AGENCY

Date 10/13/10

Kormx, Inc.
Bidder

The undersigned, having carefully examined the proposed site and the Plans and Specifications, the Notice Inviting Bids, the Instructions to Bidders, the Agreement Form, the Bond Forms, the General Conditions and the Supplementary General Conditions for the Indiana Avenue Sidewalk Improvement Project, hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the construction in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Addendum No. 1

Date 10/8/08

Addendum No. _____

Date

Addendum No. _____

Date

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

Base Bid (with Course of Construction insurance) \$ _____

Course of Construction Insurance Amount \$ _____

Course of Construction Insurance Deductible \$ _____

INDIANA AVE. SIDEWALK IMPROVEMENTS

BASE BID

ITEM NO.	ITEM	UNIT	ESTIMATED QUANTITY	Unit Price	AMOUNT
1	MOBILIZATION	LS	1.00		25,000
2	CLEARING AND GRUBBING	LS	1.00		30,000
3	DUST ABATEMENT	LS	1.00		5,000
4	DEVELOP WATER SUPPLY	LS	1.00		5,000
5	STORM WATER & NON STROM WATER POLLUTION	LS	1.00		5,000
6	EROSION CONTROL (BONDED FIBER MATRIX)	SY	3,475.00	3.00	10,425
7	TRAFFIC CONTROL SYSTEM	LS	1.00		7,500
8	ROADWAY EXCAVATION	CY	3,086.00	22.00	67,892
9	SIGNING & STRIPING	LS	1.00		
10	FINISHING ROADWAY	LS	1.00		5,000
11	EROSION CONTROL	LS	1.00		5,000
12	CLASS 2 AGGREGATE BASE	CY	1,800.00		63,000
13	ASPHALT CONCRETE (TYPE A)	TON	1,216.00		98,496
14	RELOCATE IRRIGATION FACILITIES	LS	1.00		7,500
15	COLD PLANE	SF	48,365.00		10,640
16	CONSTRUCT TYPE "A-6" CURB & GUTTER PER RIV. CO. STD. NO. 200	LF	3,013.00	17 ⁰⁰	51,221
17	CONSTRUCT TYPE "C" CURB & GUTTER PER RIV. CO. STD. NO. 202 & 211	LF	516.00	18 ⁰⁰	9,288
18	CONSTRUCT 4" ASPHALT CONCRETE DIKE PER CALTRANS STD. NO A87B, TYPE E	SF	2,177.00	8 ²⁵	17,960
19	CONSTRUCT 4" THICK SIDEWALK PER RIV. CO. STD. NO. 400 & 401 (W=4.5')	SF	16,572.00	3 ²⁵	53,859
20	CONSTRUCT 4" THICK P.C.C. ACCESS RAMP PER RIV. CO. STD. 403, CASE A	EA	1.00	2,100	2,100
21	CONSTRUCT 4" THICK P.C.C. ACCESS RAMP PER RIV. CO. STD. 403, CASE B	EA	2.00	2,100	4,200
22	CONSTRUCT 4" THICK P.C.C. CURB RAMP PER CALTRANS STD. A88B, CASE CM TYPE 2	EA	7.00	2,100	14,700
23	CONSTRUCT CONCRETE DRIVEWAY & TIE-IN PER RIV. CO. STD. NO. 207	SF	4,177.00	4 ⁹⁰	20,467
24	RELOCATE & ADJUST TO GRADE EXISTING FIRE HYDRANT	EA	8.00	2,400	19,200
25	CONSTRUCT CHAIN LINK FENCE PER S.P.P.W.C. 600-1 (H=5')	LF	263.00	23.00	6,049
26	CONSTRUCT CHAIN LINK FENCE PER S.P.P.W.C. 621-1 (H=3')	LF	497.00	18.00	8,946
27	CONSTRUCT VINYL FENCE (H=6')	LF	420.00	33.00	13,860
28	RELOCATE EX. WATER METER TO BACK OF SIDEWALK. EX. LATERAL TO BE REMOVED AND RE-CONSTRUCTED FROM MAIN TO METER	EA	12.00	2,400	28,800
29	CONSTRUCT RETAINING WALL PER S.P.P.W.C. 621-1	SF	491.00	18.00	8,838
30	CONSTRUCT 6" CONCRETE DRIVEWAY APPROACH PER RIV. CO. STD. NO. 206	SF	61.00	10 ⁰⁰	610 ⁰⁰
31	ADDITIONAL WORK ASSOCIATED WITH THE INSTALLATION OF SIDEWALK IMPROVEMENTS	LS	1.00		21,388
32	REMOVAL OF HAZARDOUS MATERIALS/DEBRIS/SOIL	FA	1.00		5,000

Project Total Six hundred forty four thousand \$ 644,079.00
 Items 1-32
 "Words"
Seventy nine dollars
and twenty five cents.

The determination of the low bidder will be based on the Base Bid with Course of Construction insurance. Bids must be submitted on all items. Failure to bid on all items may result in the bid being rejected as non-responsive.

AWARD OF CONTRACT

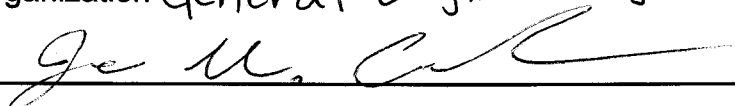
The undersigned fully understands that a Contract is formed upon the acceptance of this proposal by the Owner, and the undersigned further agrees that upon request he will promptly execute and deliver to Owner a written memorial of the Contract together with the required labor and material and performance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

BID GUARANTEE

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

Name of Bidder Kormx, Inc.

Type of Organization General Engineering.

Signed By 

Title of Signer President

Address of Bidder 19314 Avenida Del Sol Walnut, ca 91789

Telephone Number (909) 595-6100

Contractor's License A417430 Classification A

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____,
as Principal : and _____, as Surety, are hereby
held and firmly bound unto the Riverside County Economic Development Agency,
hereinafter called the "Owner", in the sum of _____ dollars
(\$ _____) for the payment of which sum, well and truly to be made, were
hereby jointly and severally bind ourselves, our heirs, executors, administrators,
successors and assigns.

WHEREAS, the said Principal is herewith submitting its proposal for the construction of

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

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

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument
under their several seals this ____ day of _____, 20__, the name and corporate
seal of each corporate party being hereto affixed and these presents duly signed by its
undersigned representative, pursuant to authority of its governing body.

In the presence of:

Individual Principal (Seal)

Address

Business Address

Individual Principal (Seal)

Address

Business Address

Attest:

Corporate Principal

Business Address

By _____
(Affix Corporate Seal)

Attest:

Corporate Principal

Business Address

By _____
(Affix Corporate Seal)

The rate of premium on this bond is _____ per thousand. Total amount of premium charged, \$_____.

(The above must be filled in by corporate surety.)

AFFIDAVIT FOR CORPORATE CONTRACTOR

Joe U. Cardenas declares as follows:

That he or she is President
of Kormx, Inc. a corporation which is a party making the foregoing proposal or 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 County of Riverside or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury, that the foregoing is true and correct.

Dated this 13th (day) of October (month), 2010 (year)
at Walnut, California

Signature of affiant:


Note: Notarization of signature required

State of California)
County of Los Angeles)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

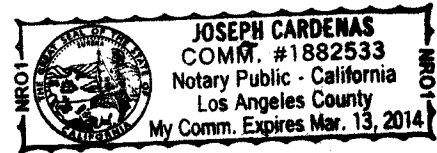
On October 14, 2010 before me, Joseph Cardenas, Notary Public
(here insert name and title of the officer)

personally appeared Joe C. Cardenas

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 Joseph C. Cardenas

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- Individual(s)
 Attorney-in-Fact
 Corporate Officer(s) _____
Title(s) _____

- Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

Additional Signer(s) Signer(s) Thumbprint(s)

NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)

S COUNTY OF RIVERSIDE)

S

Joe V. Cardenas, being first duly sworn, deposes and says:

That he or she is President of Kormx, Inc.

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 public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any depository, or to any member of agent thereof to effectuate a collusive or sham bid.


Signature

Subscribed and sworn to before me this 13th day of October, 2010

Signature of Officer Administering Oath

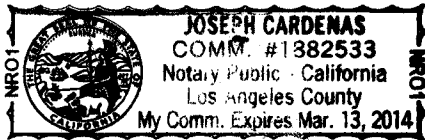
State of California)
County of Los Angeles)

CALIFORNIA JURAT

Subscribed and sworn to (or affirmed) before me on this 14th day
of October, 20 10, by Joe Uribe Cardenas

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

Signature Joseph Cardenas



Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

This certificate is attached to a document titled/for the purpose of

containing _____ pages, and dated _____.

Additional Information	
Method of Affiant Identification	
Proved to me on the basis of satisfactory evidence: <input type="checkbox"/> form(s) of identification <input type="checkbox"/> credible witness(es)	
Notarial event is detailed in notary journal on: Page # _____ Entry # _____	
Notary contact: _____	
Other	
<input type="checkbox"/> Affiant(s) Thumbprint(s)	<input type="checkbox"/> Describe: _____

GENERAL SUMMARY

The following Federal Provisions and the attached exhibits herewith become binding on the contractor(s) and incorporated in the Bid Document in entirety.

1. The Contractor and the Sub-contractor(s) shall perform all work in accordance with the project plans and specifications, including all stipulations designed to meet diversified Federal Environmental Architectural, the Architectural Barrier Act of 1968, as amended; the Americans with Disabilities Act of 1990, Public Law 101-336, as amended.
2. The Contractor and the Sub-contractor(s) shall allow all authorized Federal State and/or County officials access to the work area, fiscal, payroll, materials and other relevant contract records. All relevant records must be retained for at least five years.
3. The Contractor and the Sub-contractor(s) shall comply with the Lead Based Paint Poisoning Prevention Act and the Implementation Regulations (24 CFR 35) issued pursuant thereto and any amendments thereof.
4. The Contractor and the Sub-contractor(s) shall comply with Section 503 of the Rehabilitation Act of 1973 (P.L. 93-112) and the Implementation Regulations (41 CFR 60-741) issued pursuant thereto and any amendments thereof.
5. The Contractor and the Sub-contractor(s) shall comply with Section 40-2, Vietnam Era Veterans Adjustment Assistance Act of 1974 and the Implementation Regulations (41 CFR 60-250) issued pursuant there to any amendment thereof.
6. The Contractor and the Sub-contractor(s) shall comply with the Title IV of the Civil Rights Act of 1964 and the Title VIII of the Civil Rights Act of 1963 and any amendment thereof.
7. For projects \$100,000 or over the Contractor and the Sub-contractor(s) shall comply with Clean Air Act of 1963 (P.L. 90-148) and the Federal Water Pollution Act (P.L. 52-500), as amended and all applicable standards or regulations (40 CFR Part 15 and 61) issued pursuant to the said acts.
8. For projects \$2,000 or over, the Contractor and the Sub-contractor(s) shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC a-276 a-5), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5) and any amendments thereof. Pursuant to the said regulations, Exhibit B-1 and B-2 entitled "Federal Labor Standards Provisions" and "Federal Prevailing Wage Decision" respectively are herewith attached.
9. The Contractor and Sub-contractor(s) shall comply with the Copeland Anti Kickback Act (40 USC 276 C) and the Implementation regulations (29 CFR 3) issued pursuant thereto and any amendments thereof. Exhibit B-1 contains the key provisions of the said act.

10. For construction projects \$2,000 or over, or other projects \$2,500 or more which utilize mechanics or laborers the Contractor and the Sub-contractor(s) shall comply with the Contract Work Hours and Safety Standards Act (40 USC 327-332) and the Implementation Regulations (29 CFR 5) issued pursuant thereto and any amendments thereof. **Exhibit B-1** contains the key provisions of the said act.
11. For projects \$25,000 or over the Contractor shall provide one sign board to be located as directed by the owner. The sign board shall be mounted in an acceptable manner and constructed as shown and specified in **Exhibit B-3**. Additional information can be added to the project sign at the request of the project sponsor.
12. The Contractor shall comply with all laws, ordinances and regulations applicable to the work. If the Contractor ascertains at any time that any of the requirements of the contract are at variance with applicable law, ordinances, regulations or building code requirements, he shall promptly notify the owner and the Executive Director of Riverside County's Economic Development Agency and shall not proceed with the work in question, except at his own risk, until the owner and the said Director has had an opportunity to determine the extent of the responsibility for the variance and the appropriate corrective actions undertaken.
13. The Contractor shall complete and execute the attached Certification of Bidder Regarding Segregated Facilities **Exhibit B-4**.
14. Wherever applicable, the Contractor and the Sub-contractor(s) shall comply with, Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments, 24 CFR Part 85 or Uniform Requirements for Assistance to State and Local Governments, Circular A-102; Whichever is applicable.
15. For projects \$100,000 or over the Contractor shall furnish to the owner, a Performance bond, a Payment bond, and Materials Bond executed as surety by a corporation acceptable to the owner and authorized to issue surety bonds in the State of California. Such a performance bond and a payment bond and materials bond shall be for one hundred percent (100%) of the total contract price. (Attached herewith are recommended formats for said bonds, **Exhibits PA-1 and PA-2**).
16. The Contractor and the Sub-contractor(s) shall comply with Section 3 of The Housing and Community Development Act of 1968 and the regulations (24 CFR 125) issued pursuant thereto and amendments thereof. Pursuant to the said act, the Contractor and the Sub-contractor(s) shall comply with the attached County of Riverside Section 3 Policy and Requirements **Exhibits B-5, B-6, and PA-6**.
17. Along with the bid, the Contractor shall submit the attached, **Exhibit B-7**, certification that "he fully understands the diversified Federal requirements imposed on the Contractor(s) of HUD funded construction projects."

18. Wherever applicable, the Contractor and the Sub-contractor(s) shall comply with Section 109 of The Housing and Community Development Act of 1974 and the Implementation Regulations (24 CFR570.601) issued pursuant thereto and any amendments thereof.
19. For projects \$100,000 or over the Contractor shall submit a Bid Guarantee Bond in an amount no less than 5% of the total contract price, along with the bid.
20. The Contractor and Sub-contractor(s) shall comply with the Affirmative Action Reporting Requirements by completing the attachment **Exhibit B-6** entitled, "Contractor Certification for Affirmative Action."
21. Federal Employee Benefit Clause: No member of or delegate to the congress of the United States, and no Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise from the same.
22. The Questionnaire Regarding Bidders **Exhibit B-8** and List of Sub-contractors **Exhibit B-9** are considered part of the Federal Contracting Requirements and are included in the bid document. Both documents are required to be completed by the Prime Contractor.

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development - Office of Labor Relations.

Previous editions are obsolete Page 1 of 5 form HUD-4010 (06/2009) ref. Handbook 1344.1 **Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of

the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part Previous editions are obsolete Page 2 of 5 form HUD-4010 (06/2009) ref. Handbook 1344.1 of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Department of Labor Wage and Hour Division Web site: www.dol.gov/esa/whd/forms, or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(i), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete; Previous editions are obsolete Page 3 of 5 form HUD-4010 (06/2009) ref. Handbook 1344.1

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or

indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprentice

program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph. Previous editions are obsolete Page 5 of 5 form HUD-4010 (06/2009) ref. Handbook 1344.1

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and

liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Form HUD-4010 (June 2009)

FEDERAL PREVAILING WAGE DECISION

(CA20100029 mod. 7, July 9th, 2010) wage decision at this point.

2-1 LABOR STANDARDS REQUIREMENTS - PRECONSTRUCTION PHASE. A construction project covered by Federal labor standards requires a series of specific actions . . . prior to the actual start of construction. Those actions are:

- a. obtaining an applicable wage determination for the project;
- b. including that wage determination (and any modifications) in the bid documents (where there is competitive bidding or in invitations for proposals . . .
- c. including appropriate labor standards provisions and the wage determination in the construction contract; ...

2-2 CONSTRUCTION WAGE DETERMINATION - DEFINITION. All construction bid documents and contracts or analogous instruments covered by Federal labor standards must contain a current and applicable wage determination issued by the Department of Labor. The term "wage determination" includes the original decision and any subsequent decisions modifying, superseding, correcting, or otherwise changing the provisions of the original decision.

Reference: Handbook 1344.1 Federal Labor Standards Compliance in Housing and Community Development Programs'; paragraph 2-1, section 1 paragraph 1-1.

OBTAINING WAGE DETERMINATIONS

Project wage determinations are obtained through the submission of Standard Form SF-308 to the Department of Labor (DOL) by the:

County of Riverside Economic Development Agency

The Agency will submit the appropriate form to the HUD Field Office Labor Relations Staff for the most current wage decision effective 10 days before the opening of bids. Project wage determinations initially issued shall be effective for 180 calendar days from the date of such determinations. If an effective wage determination is not used in the period of its effectiveness it is void. Initial endorsement or start of construction, whichever occurs first, will serve to "lock in" the wage determination. Allow a least 30 days for processing such requests to HUD.

PROJECT SIGN
(For Community Development Block Grant Funded Projects)
(4' X 8')

COUNTY OF RIVERSIDE
ECONOMIC DEVELOPMENT AGENCY
(White letters on red background)

SUPERVISOR'S NAME

DISTRICT

PROJECT NAME

PROJECT COST

SPONSOR

CONTRACTOR

ARCHITECT/ENGINEER

(Blue letters on white background)

FUNDED BY: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
EQUAL OPPORTUNITY - AFFIRMATIVE ACTION EMPLOYER
EXECUTIVE ORDER 11246 AND SECTION 3 OF HOUSING AND URBAN
DEVELOPMENT ACT OF 1968, AS AMENDED

(White letters on blue background)

**CERTIFICATION OF BIDDER
REGARDING NONSEGREGATED FACILITIES**

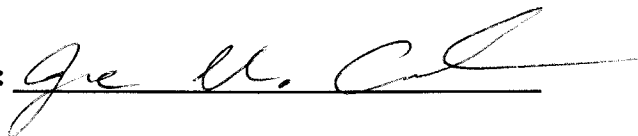
Project Name: Indiana Ave. Side walk Improve ments.

Name of Bidder: Kor mx, Inc.

The above named Bidder hereby certifies that:

I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, wash rooms, restaurants and other eating areas, time clocks, locker rooms or other dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, national origin, or because of habits, local customs, or otherwise.

I further agree to obtain identical certifications from all proposed subcontractors prior to the award of subcontracts exceeding \$10,000.

Signature: 

Name (Print): Joe U. Cardenas

Title: President.

Date: 10/13/10

**COUNTY OF RIVERSIDE
AFFIRMATIVE ACTION PROGRAM**

**ECONOMIC OPPORTUNITIES FOR SECTION 3 RESIDENTS
AND
SECTION 3 BUSINESS CONCERNS**

The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD Assistance for housing.

I

AFFIRMATIVE ACTION POLICY STATEMENT

The County of Riverside, as the Community Development Block Grant Administrator, shall take Affirmative Action to insure to the greatest extent feasible that:

1. Contracts for work (involving both construction and non-construction projects) funded from Community Development moneys be awarded to business located in and/or owned in substantial part by persons residing within the Section 3 covered project area.
2. That lower income residents of said project area are to be provided, to the greatest extent feasible, employment and training opportunities emanating from such contracts.

It will be established policy to:

1. Enlist the support of community agencies, schools and unions in the recruitment, hiring and training of low income persons residing within Section 3 project areas.
2. To insure that project area business are afforded a maximum feasible opportunity to bid on contracts.
3. To insure that contractors understand and comply with their obligations under the *Act (24 CFR Part 135)*.
4. To provide a system to periodically monitor and evaluate that effectiveness with which the plan is being carried out.

To insure that we continue to meet our obligations and commitments we have developed a *Section 3 Affirmative Action Program*. All contractors and sub-contractors are expected to demonstrate a spirit of support and cooperation in the implementation of this program.

The Executive Director of the Community Development Agency will be responsible for the implementation, administration, and monitoring of our policy and program.

Date: February 8, 1988

Supervisor Walt P. Abraham Chairman, Board of Supervisors

II DEFINITION OF TERMS

1. Business concerns located within the Section 3 covered project area: Means those individuals or firms located within the relevant Section 3 covered project area as determined, pursuant to 24 CFR 135.15.
2. Business concerns owned in substantial part by persons residing in the Section 3 covered project area: Means those business concerns which are five (5) percent or more owned by persons residing within the relevant Section 3 covered project as determined pursuant to 24 CFR 135.15.
3. Contracting party: Means any entity which contracts with a contractor for the performance of work in connection with a Section 3 covered project.
4. Contractor: Means any entity which performs work in connection with a Section covered project.
5. Lower income resident of the area: A person residing in the Community Development Block Grant project area of the County of Riverside whose annual family income does not exceed eighty (80) percent of the median income. (Calculations are to be based on the median income level as reported by HUD).
6. Project area: In most cases the project area will be bounded by the County limits (or participants' City limits as applicable). However, priority shall be given to persons living within the County's Impact Areas.

III SPECIFIC AFFIRMATIVE ACTION STEPS

In order to comply with Section 3 regulations affirmative action must be taken. This affirmative action will be at least extensive and specific as the following:

- Each contractor and sub-contractor shall incorporate in all contracts for work in connection with a Section 3 covered project the following Section 3 Clause:
- Every applicant, recipient, contracting party, contractor, and sub-contractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with Section 3 covered project, the following clause (referred to as a Section 3 Clause):

The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development, and is subject to the requirements of Section 3 of the Housing and Urban Development act of 1968, as amended, 12 U.S.C. 176. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 570, and all applicable rules and orders of the Department issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

The contractor will send to each labor organization, or representative or workers, with which he has collective bargaining agreement or other contract, or understanding, if any, a notice advising the said labor organization or workers; representative of his commitments under this Section 3 Clause and shall post copies of the notice in a conspicuous place available to employees and applicants for employment or training.

The contractor will include this Section 3 Clause in every sub-tier contract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, that appropriate action pursuant to the sub-tier contract upon finding that the sub-contractor is in violation of the regulations issued by the Secretary of Housing, and Urban Development, 24 CFR 570. The contractor will not enter into any sub-tier contract with any sub contractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 570 and will not let any sub-contract unless the sub-contractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 570, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and sub-contractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

2. All contractors and their sub-contractors shall include as part of their bid proposal a copy of their Section 3 Affirmative Action Plan. The Program should include the following:
 1. A preliminary statement of workforce needs (skilled, semi-skilled, unskilled labor and trainees by category).
 2. Goals (in percentage) relative to utilization of lower income persons in project area.
 3. Goals relative to the project dollar amount of sub-contractors to be awarded to project area business

IV DISSEMINATION OF SECTION 3 PROGRAM POLICY

In order that all contractors of the County of Riverside have a full understanding of the County's position regarding this Section 3 Affirmative Action Plan the following procedures will be initiated:

1. All advertisements and invitations to bid will include the County's Section 3 Affirmative Action Plan requirements.
2. All Community Development Block Grant contracts will include the County's Section 3 Affirmative Action Plan.
3. The Section 3 Grievance Procedure and signs shall be placed at construction sites identifying the project as a Section 3 covered project.

V PROGRAM EVALUATION

Pursuant to Section 3 requirements (24 CFR 1325.20) the County of Riverside, as Block Grant Administrator, shall assist and actively cooperate with the Department of Housing and Urban Development in insuring the compliance of our contractors and sub-contractors.

All contractors shall:

1. Maintain a list of all lower income area residents who have applied whether on their own or on referral from any source.
2. Set forth evidence, acceptable to the Executive Director or the Community Development Agency that its actions were not an attempt to circumvent program requirements, if vacant apprentice or trainee positions in its organization are filled immediately prior to undertaking work pursuant to a Section 3 covered project.

VI COMPLAINT PROCEDURE

Any low income resident of a project area for him/herself or as a representative of persons similarly situated, seeking employment or training opportunities with a contractor or sub-contractor, or any business concern located in, or owned in substantial part by persons residing within a project area seeking contract opportunities from any contractor or sub-contractor for personally or by an authorized representative file a grievance alleging non-compliance with Section 3, these regulations, or obligations undertaken pursuant thereto.

A grievance must be filed not later than ninety (90) days from the date of the action (or omission) upon which the grievance is based. Complaints or questions regarding compliance relative to these regulations should be addressed to:

CDBG Program Administrator
Economic Development Agency
3402 10th Street, Suite 500, Riverside, CA 92501
(951) 955-8916

BIDDER CERTIFICATION FOR SECTION 3 COMPLIANCE

(Housing and Community Development Act of 1968)

Project Title: Indiana Ave. Sidewalk Improvements Amount of Bid: _____

The undersigned hereby certifies that he/she has read and understands Riverside County's Section 3 Affirmative Action Program as well as Section 3 of the *Housing and Community Development Act of 1968*, and further certifies adoption of, and adherence to, said program, and certifies understanding of the following for all construction contracts over \$100,000:

JC
Initial Here

I understand and agree that in the event that I am awarded this contract, and in the event that any new employment opportunities are created as a result of this CDBG-funded project, I will forward to the Economic Development Agency all detailed job descriptions and Section 3 reports, in a form, at a place, and at a time as directed by the Economic Development Agency.

JC
Initial Here

~~I understand and agree that for any and all subcontracting opportunities that may result from this CDBG-funded project, I will request and review the County of Riverside Section 3 Sub-contractor Database prior to selecting any sub-contractor for my bid submittal.~~

JC
Initial Here

I understand and agree that any and all sub-contracts and sub-tier agreements resulting from this CDBG-funded project are also subject to Section 3 compliance, and therefore, as the General/Prime Contractor, I am responsible to ensure compliance from all sub-contractors.

Bidder (Company) Name: Kormx, Inc.

Authorized Representative (Type Name): Joell Cardenas

Signature: Joell Cardenas

Date: 10/13/10

COUNTY OF RIVERSIDE
CDBG PROGRAM

**BIDDER CERTIFICATION ON
FEDERAL CONTRACT REQUIREMENTS**

PROJECT NAME: Indiana Ave. Side Walk Improvements.

CERTIFICATION:

I hereby certify that I have reviewed and understand the diversified Federal construction contract related requirements imposed on the Contractor(s) of HUD-funded construction projects, including but not limited to the following:

1. The subject project is being financed with Community Development Block Grant funds (24 CFR Part 570);
2. The subject project and all related construction contracts are subject to the U.S. Department of Housing and Urban Development's Federal Labor Standards Provisions (HUD 4010 – revised 06/2009); and
3. The subject project and all related contracts are subject to the Special Federal Provisions including Section 3.

CONTRACTOR'S NAME: Kormx, Inc.

CONTRACTOR'S LICENSE NO.: A417430

ADDRESS: 19314 Avenida Del Sol Walnut, ca 91789

AUTHORIZED REPRESENTATIVE: Joe U. Cardenas (Type Name)

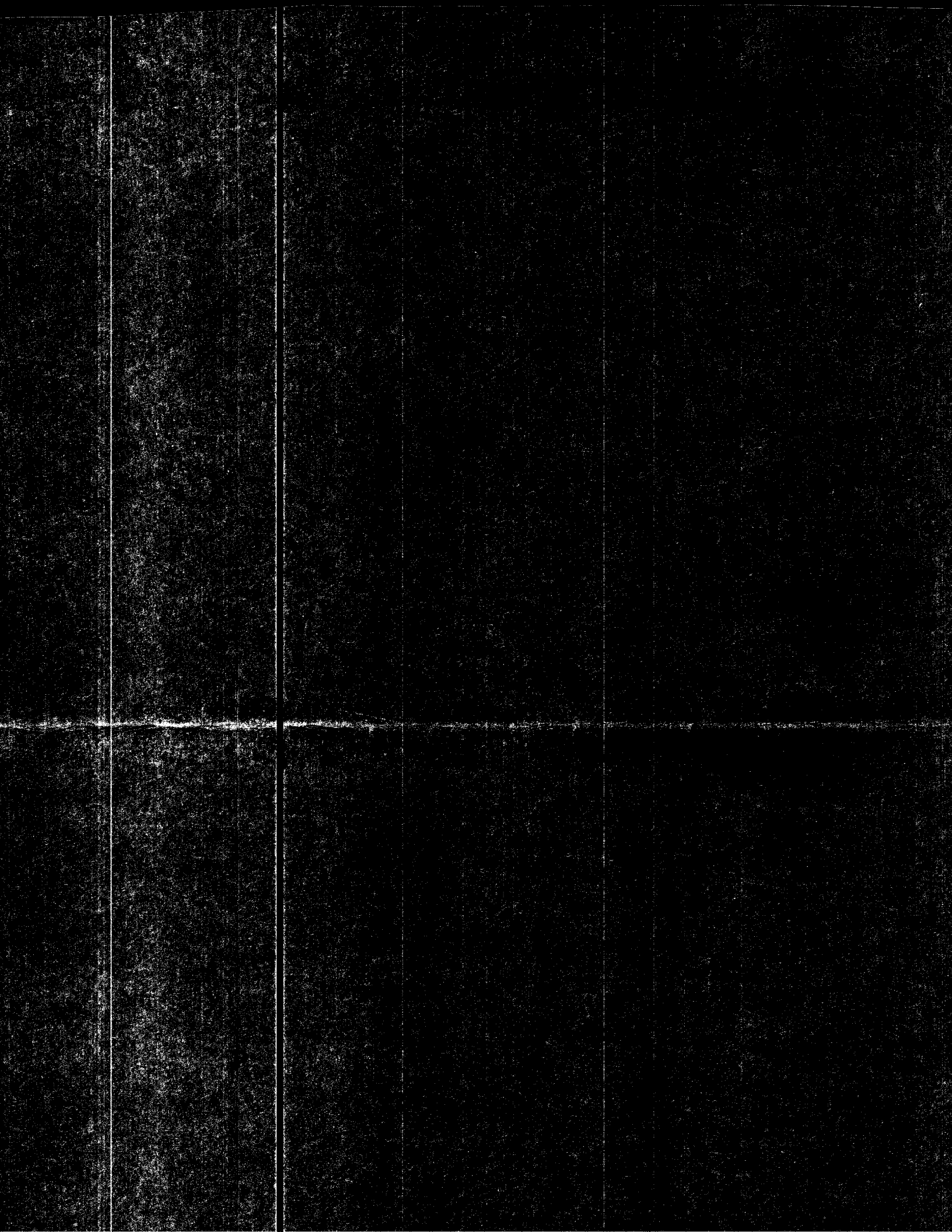
SIGNATURE: Joe U. Cardenas

DATE: 10/13/10

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS

2010 OCT 14 AM 10:15

SEALED BID REC
CLERK OF THE BOARD OF



The determination of the low bidder will be based on the Base Bid with Course of Construction insurance. Bids must be submitted on all items. Failure to bid on all items may result in the bid being rejected as non-responsive.

AWARD OF CONTRACT

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

BID GUARANTEE

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

Name of Bidder B&T works, Inc
Type of Organization AL
Signed By [Signature]
Title of Signer C.E.O
Address of Bidder 23905 clinton ridge rd. Ste 114-351
Wildomar, CA 92595
Telephone Number _____
Contractor's License 704033 Classification A

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

**INDIANA AVE. SIDEWALK IMPROVEMENTS
BASE BID**

ITEM NO.	ITEM	UNIT	ESTIMATED QUANTITY	Unit Price	AMOUNT
1	MOBILIZATION	LS	1.00	20,000.00	20,000.00
2	CLEARING AND GRUBBING	LS	1.00	500.00	500.00
3	DUST ABATEMENT	LS	1.00	2500.00	2500.00
4	DEVELOP WATER SUPPLY	LS	1.00	1800.00	1800.00
5	STORM WATER & NON STORM WATER POLLUTION	LS	1.00	2750.00	2750.00
6	EROSION CONTROL (BONDED FIBER MATRIX)	SY	3,475.00	1.45	5038.75
7	TRAFFIC CONTROL SYSTEM	LS	1.00	10,000.00	10,000.00
8	ROADWAY EXCAVATION	CY	3,086.00	20.00	61,720.00
9	SIGNING & STRIPING	LS	1.00	11,600.00	11,600.00
10	FINISHING ROADWAY	LS	1.00	3,000.00	3,000.00
11	EROSION CONTROL	LS	1.00	3000.00	3000.00
12	CLASS 2 AGGREGATE BASE	CY	1,800.00	33.00	59,400.00
13	ASPHALT CONCRETE (TYPE A)	TON	1,216.00	72.00	87,552.00
14	RELOCATE IRRIGATION FACILITIES	LS	1.00	1500.00	1500.00
15	COLD PLANE	SF	48,365.00	.35	16927.75
16	CONSTRUCT TYPE "A-6" CURB & GUTTER PER RIV. CO. STD. NO. 200	LF	3,013.00	19.00	57,247.00
17	CONSTRUCT TYPE "C" CURB & GUTTER PER RIV. CO. STD. NO. 202 & 211	LF	516.00	18.00	9288.00
18	CONSTRUCT 4" ASPHALT CONCRETE DIKE PER CALTRANS STD. NO A87B, TYPE E	SF	2,177.00	10.00	21,770.00
19	CONSTRUCT 4" THICK SIDEWALK PER RIV. CO. STD. NO. 400 & 401 (W=4.5')	SF	16,572.00	4.00	66,288.00
20	CONSTRUCT 4" THICK P.C.C. ACCESS RAMP PER RIV. CO. STD. 403, CASE A	EA	1.00	3000.00	3000.00
21	CONSTRUCT 4" THICK P.C.C. ACCESS RAMP PER RIV. CO. STD. 403, CASE B	EA	2.00	3000.00	6,000.00
22	CONSTRUCT 4" THICK P.C.C. CURB RAMP PER CALTRANS STD. A88B, CASE CM TYPE 2	EA	7.00	3500.00	24,500.00
23	CONSTRUCT CONCRETE DRIVEWAY & TIE-IN PER RIV. CO. STD. NO. 207	SF	4,177.00	6.50	27,150.50
24	RELOCATE & ADJUST TO GRADE EXISTING FIRE HYDRANT	EA	8.00	3000.00	24,000.00
25	CONSTRUCT CHAIN LINK FENCE PER S.P.P.W.C. 600-1 (H=5')	LF	263.00	27.00	7101.00
26	CONSTRUCT CHAIN LINK FENCE PER S.P.P.W.C. 621-1 (H=3')	LF	497.00	24.00	11,928.00
27	CONSTRUCT VINYL FENCE (H=6')	LF	420.00	44.00	18,480.00
28	RELOCATE EX. WATER METER TO BACK OF SIDEWALK. EX. LATERAL TO BE REMOVED AND RE-CONSTRUCTED FROM MAIN TO METER	EA	12.00	3000.00	36,000.00
29	CONSTRUCT RETAINING WALL PER S.P.P.W.C. 621-1	SF	491.00	55.00	27,005.00
30	CONSTRUCT 6" CONCRETE DRIVEWAY APPROACH PER RIV. CO. STD. NO. 206	SF	61.00	7.00	427.00
31	ADDITIONAL WORK ASSOCIATED WITH THE INSTALLATION OF SIDEWALK IMPROVEMENTS	LS	1.00	10,000.00	10,000.00
32	REMOVAL OF HAZARDOUS MATERIALS/DEBRIS/SOIL	FA	1.00	12,000.00	12,000.00

Project Total Six hundred fifty - Seven Thousand 657,773.00
 Items 1-32 Seven hundred seventy - Three Dollars 00 Cents

INSTRUCTIONS TO BIDDER

- A. **FORM OF THE PROPOSAL:** The proposal must be made on the attached Contractors Proposal form, which must be filled out completely, dated and signed by the bidder or duly authorized agent in accordance with the directions on the Proposal form.

Each proposal shall include a complete list of the subcontractors proposed for every portion of the work, in accordance with Public Contract Code Sections 4100 - 4114, inclusive.

- B. **SUBMISSION OF PROPOSAL:** Signed copies of each Proposal shall be sealed in an opaque envelope. The envelope shall bear the bidders name and shall be marked:

***PROPOSAL FOR THE CONSTRUCTION OF**

The Indiana Ave. Sidewalk Improvement Project

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

- C. **INTERPRETATION OF THE DOCUMENTS:** Discrepancies in and omissions from the plans, specifications or other contract documents, or questions as to their meaning shall, at once, be brought to the attention of the Engineer. Any interpretation of the documents will be made only by addenda duly issued and a copy of such addenda will be mailed or delivered to each person or firm receiving a set of such documents. The Owner will not be responsible for any other explanations or interpretations. Should anything in the scope of the work or any of the sections of the specifications be of such nature as to be apt to cause disputes between the various trades involved, such information shall be promptly called to the attention of the Engineer.
- D. **ADDENDA TO THE DOCUMENTS:** The Owner reserves the right to issue such addenda to the documents as it may desire at any time prior to the time fixed for receiving proposals. A copy of all such addenda will be promptly mailed or delivered to each bidder. The number and date of each addendum shall be listed on the Contractors Proposal in the space provided.
- E. **OWNERS RESERVATION OF RIGHTS:** The Owner reserves the right to reject any or all proposals and to waive any informalities in a bid or in the bidding. No bidder may withdraw his bid for a period of sixty (60) days after the time set or the opening thereof.
- F. **BIDDERS CHECK OR BOND:** Each proposal must be accompanied by a certified or cashiers check, or by a bid bond on the form supplied by the Owner, drawn in favor of the Owner in an amount not less than ten percent (10%) of the total proposal. This check or bond shall be given as a guarantee that the bidder, if awarded the contract, will execute and deliver the contract documents and the required Payment & Performance bonds in accordance with his proposal accepted by the Owner.

In default of execution of the contract upon award and/or delivery of said Payment and Performance Bonds, such proposal bond or check shall be held subject to payment to the Owner of the difference in money between the amount of the bidders proposal and the amount for which the Owner may legally contract with another party to perform the said work together with the costs to the Owner of redrafting, redrawing and publishing documents and papers necessary to obtain new bids on the said work. The check or bond shall, in addition, be held subject to all other damages suffered by the Owner, as set forth in the contract documents. Said check or bond will be returned upon the close of the period mentioned in Paragraph E above, and to the successful bidder upon execution of the contract documents.

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

- G. **AWARD OF CONTRACT:** The contract shall be awarded upon a resolution or minute order to that effect duly adopted by the governing board of the Owner. Execution of the contract documents shall constitute a written memorial thereof.
- H. **ADDITIONAL INFORMATION:** The Owner reserves the right to require of a bidder information regarding financial responsibility or such other information as the Owner determines is necessary to ascertain whether a bid is in fact the lowest responsible bid submitted. All references to an Architect shall be deemed to refer to the Owner where no Architect has been employed by the Owner.
- I. **PROMPT ACTION BY CONTRACTOR:** After the award of the Contract by the Owner, and within four (4) days after the Agreement Forms are presented to the Contractor for signing, he shall return to the Owner the signed Agreements, along with all necessary Bonds and Certificates of Insurance.
- J. **CAUTION TO BIDDERS:** Prospective bidders are cautioned not to merely examine the plans and specifications in making their bid, since requirements are imposed upon the contractor by various other portions of the Contract Documents.
- K. **PERFORMANCE AND PAYMENTS BONDS:** Bidders attention is directed to the requirement that both the Performance and Payment Bonds are one hundred percent (100%) of the contract price.
- L. **BIDDERS QUALIFICATIONS:** To be considered, a potential bidder must have a class A License, as required under provisions of Public Contracts Code Section 3300, and the California Business and Professions Code, for work covered in its proposal when a bid is submitted. This includes a joint venture formed to submit a bid.
- M. **TIME OF COMPLETION:** Time of completion of project is seventy (70) calendar days from the date specified in the NOTICE TO PROCEED issued by the Owner.
- N. **BIDS:** Under the bidding items listed on Contractors Proposal, bidders shall state prices for each bases for bid given herein after:
 - 1. Base Bid shall be the entire work complete in accordance with the drawings and specifications.

FEDERAL FUNDING

Bidder and awarded Contractor shall be responsible to pay prevailing wages on this Project. The actual prevailing wage rate shall be the higher of the Federal Davis-Bacon prevailing wage rate or the California Department of Industrial Relations (Section 1773 of the Labor Code) general prevailing wage rate.

This project is being financed with Community Development Block Grant funds from the U.S. Department of Housing and Urban Development (24 CFR Part 570) and subject to certain requirements including: compliance with *Section 3 (24 CFR Part 135)* Economic Opportunities requirements; payment of Federal Davis-Bacon prevailing wages; Federal Labor Standards Provisions (HUD 4010); Executive Order #11246; and others. Information pertaining to the Federal requirements is on file with the County of Riverside Economic Development Agency.

The Federal minimum wage rate requirements, as predetermined by the Secretary of Labor, are set forth in the books issued for bidding purposes, referred to herein as Project Bid Documents (Special Federal Provisions), and in copies of this book which may be examined at the office described above where the project plans, special provisions, and proposal forms may be seen. Addenda to modify the minimum wage rates, if necessary, will be issued to holders of the Project Bid Documents.

PREVAILING WAGES

Bidder and awarded Contractor shall be responsible to pay prevailing wages on this Project. The actual prevailing wage rate shall be the higher of the Federal Davis-Bacon prevailing wage rate or the California Department of Industrial Relations (Section 1773 of the Labor Code) general prevailing wage rate.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, in the County of Riverside in which the work is to be done, have been determined by the Director of the Department of Industrial Relations, State of California. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at www.dir.ca.gov. Future effective prevailing wage rates which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates.

The Federal minimum wage rate requirements, as predetermined by the Secretary of Labor, are set forth in the books issued for bidding purposes, referred to herein as Project Bid Documents (Special Federal Provisions), and in copies of this book which may be examined at the office described above where the project plans, special provisions, and proposal forms may be seen. Addenda to modify the minimum wage rates, if necessary, will be issued to holders of the Project Bid Documents.

CONTRACTORS PROPOSAL

TO THE GOVERNING BOARD OF
THE
RIVERSIDE COUNTY ECONOMIC
DEVELOPMENT AGENCY

Date 10/13/10

B+T Works, Inc
Bidder

The undersigned, having carefully examined the proposed site and the Plans and Specifications, the Notice Inviting Bids, the Instructions to Bidders, the Agreement Form, the Bond Forms, the General Conditions and the Supplementary General Conditions for the Indiana Avenue Sidewalk Improvement Project, hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the construction in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Addendum No. 2

Date 10/13/10

Addendum No. _____

Date _____

Addendum No. _____

Date _____

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

Base Bid (with Course of Construction insurance)	\$	<u>N/A</u>
Course of Construction Insurance Amount	\$	<u>N/A</u>
Course of Construction Insurance Deductible	\$	<u>N/A</u>

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____,
as Principal : and _____, as Surety, are hereby
held and firmly bound unto the Riverside County Economic Development Agency,
hereinafter called the "Owner", in the sum of _____ dollars
(\$ _____) for the payment of which sum, well and truly to be made, were
hereby jointly and severally bind ourselves, our heirs, executors, administrators,
successors and assigns.

WHEREAS, the said Principal is herewith submitting its proposal for the construction of

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

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

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument
under their several seals this ____ day of _____, 20__, the name and corporate
seal of each corporate party being hereto affixed and these presents duly signed by its
undersigned representative, pursuant to authority of its governing body.

In the presence of:

Address

Address

Business Address

Business Address

Individual Principal (Seal)

Individual Principal (Seal)

Attest:

Corporate Principal

Business Address

By _____
(Affix Corporate Seal)

Attest:

Corporate Principal

Business Address

By _____
(Affix Corporate Seal)

The rate of premium on this bond is _____ per thousand. Total amount of premium charged, \$ _____.

(The above must be filled in by corporate surety.)

AFFIDAVIT FOR INDIVIDUAL CONTRACTORS

_____ declares as follows:

That he or she is the party making the foregoing proposal or bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, associations, 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 County of Riverside or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury, that the foregoing is true and correct.

**Dated this _____ (day) of _____ (month), _____ (year)
at _____, California**

Signature of affiant:

Note: Notarization of signature required

AFFIDAVIT FOR JOINT VENTURE OR COPARTNERSHIP CONTRACTOR

_____ declares as follows:

That he or she is a member of the joint venture or copartnership firm designated as _____

_____ which is the party making the foregoing proposal or 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 County of Riverside or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

That he has been and is duly vested with authority to make and sign instruments for the joint venture or copartnership by _____

_____ who constitute the other members of the joint venture or copartnership.

I declare under penalty of perjury, that the foregoing is true and correct.

**Dated this _____ (day) of _____ (month), _____ (year)
at _____, California**

Signature of affiant:

Note: Notarization of signature required

AFFIDAVIT FOR CORPORATE CONTRACTOR

Giovanni Nanni declares as follows:

That he or she is C.E.O
of B+T works, Inc a corporation which is a party making the foregoing proposal or 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 County of Riverside or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury, that the foregoing is true and correct.

Dated this _____ (day) of _____ (month), _____ (year)
at _____, California

Signature of affiant:

Note: Notarization of signature required

**CERTIFICATION OF BIDDER
REGARDING NONSEGREGATED FACILITIES**

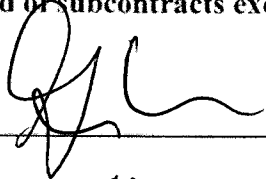
Project Name: Indian Ave Sidewalk Project

Name of Bidder: B+T Works, Inc

The above named Bidder hereby certifies that:

I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, wash rooms, restaurants and other eating areas, time clocks, locker rooms or other dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, national origin, or because of habits, local customs, or otherwise.

I further agree to obtain identical certifications from all proposed subcontractors prior to the award of subcontracts exceeding \$10,000.

Signature: 

Name (Print): Giovanni Mazzi

Title: C.F.O

Date: 10/13/10

NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

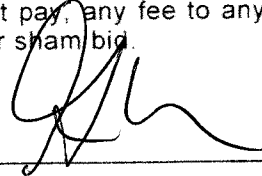
STATE OF CALIFORNIA)
S
S COUNTY OF RIVERSIDE)

610

_____ , being first duly sworn, deposes and says:

That he or she is C.E.O _____ of
BTJ Works, Inc

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 public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any depository, or to any member of agent thereof to effectuate a collusive or sham bid.



Signature

Subscribed and sworn to before me this _____ day of _____, 200_____

Signature of Officer Administering Oath