

## PAYMENT FOR ITEMS

The following bid items are included in the Bid Proposal for providing a method of payment:

1. Payment for **"Mobilization,"** will be made on a lump sum (L.S.) basis, as specified in the bid schedule, which shall include but not be limited to all costs for labor, materials, equipment and permits/authorization for use of a construction staging area(s) or placement of a project trailer and providing temporary signage. Full compensation for complying with these requirements hereinabove shall be at a lump sum unit cost as indicated in the plans and specifications.
2. Payment for **"Construction Surveying"** will be made on a lump sum (LS) basis, as specified in the Bidder's Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment and incidentals required to provide construction surveying necessary to complete the project. This may include but not be limited to construction staking of proposed improvements
3. Payment for **"Clear and Grub"** will be made on a square foot (S.F.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all the work involved and required for clear and grub including removal and legal disposal of all materials.
4. Payment for **"Remove Existing barrier"** will be made on a per unit basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all the work involved and required the removal of the existing barrier and footings per plans and specifications.
5. Payment for **"Remove Existing 6" concrete curb"** will be made on a lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all the work involved and required in the removal of 6" concrete curb including footing, in accordance with the plans and specifications.
6. Payment for **"Site Grading Cut Material"** will be made on a lump sum (L.S.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, equipment, permits, and performing all the work involved and required in site grading cut materials, in accordance with the plans, details and specifications.
7. Payment for **"Temporary Erosion Control"** will be made on a lump sum (L.S.) basis, as specified in the bid schedule, which includes all costs for furnishing all labor, materials, tools, equipment, performing all the work involved and required in temporary erosion control, in accordance with the plans, details and specifications.
8. Payment for **"Furnish and Install 4" Thick Concrete w/Broom Finish"** will be made on a per square foot (S.F.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment and performing all the work involved and required in the construction of Portland Cement Concrete with broom finish as noted on plans; complete and in place, including subgrade preparation, forming, finishing, and restoring/repairing adjacent damaged sidewalk in accordance with the plans, details and specifications.

9. Payment for **"Furnish & Install 6" concrete mowcurb"** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all the work involved and required in providing 6" concrete curb in accordance with the plans, details and specifications.
10. Payment for **"Furnish & Install 8" concrete curbing under fencing"** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all the work involved and required in providing 8" concrete curb in accordance with the plans, details and specifications.
11. Payment for **"Furnish and Install complete 6' High vinyl Chain Link Fence"** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all the work involved and required in providing complete 6 vinyl coated chain link fence w/ posts, footings, fabric, rails, ties, caps, footings, and all other necessary components to complete fence installation in accordance with the plans, details and specifications.
12. Payment for **"Furnish and Install Chain-Link Fabric (Vinyl Coated) Replacement"** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all the work involved and required in providing chain link fence fabric with vinyl coated replacement in accordance with the plans, details and specifications.
13. Payment for **"Furnish and Install 6' A.D.A. Picnic Tables"** will be made on a per unit basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all the work involved and required in installing 6' A.D.A. picnic table in accordance with the plans, details and specifications.
14. Payment for **"Furnish and Install 8' A.D.A. Picnic Tables"** will be made on a per unit basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all the work involved and required in installing 8' A.D.A. picnic table in accordance with the plans, details and specifications.
15. Payment for **"Furnish and Install Barbeque"** will be made on a per unit basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all the work involved and required in installing barbeque including footings in accordance with the plans, details and specifications.
16. Payment for **"Furnish and install trash receptacles"** will be made on a per unit basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all work involved and required in installing trash receptacles including footings in accordance with the plans, details and specifications.
17. Payment for **"Relocate Existing Barrier"** will be made on a per unit basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all the work involved and required to relocation of the existing barrier per plans and specifications.

18. Payment for **"Remove and Re-install Existing Boulders"** will be made on a per unit basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all the work involved and required to relocation of the existing boulders per plans and specifications.
19. Payment for **"Furnish and Install shelter picnic shade structure"** will be made on a per unit basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment and performing all the work involved and required in furnishing and installing shelter including footings in accordance with the plans, details and specifications.
20. Payment for **"Furnish and Install shelter at play area"** will be made on a per unit basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment and performing all the work involved and required in furnishing and installing shade structure including footings at play area in accordance with the plans, details and specifications,
21. Payment for **"Furnish & Install compacted/stabilized decomposed granite"** will be made on a square foot (S.F.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment and performing all work involved and required in providing stabilized and compacted decomposed granite in accordance with the plans, details and specifications.
22. Payment for **"Furnish & Install non-stabilized decomposed granite"** will be made on a square foot (S.F.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment and performing all work involved and required in providing compacted non-stabilized decomposed granite in accordance with the plans, details and specifications.
23. Payment for **"Furnish & Install Engineered wood fiber at play area"** will be made on a cubic yard (C.Y.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment and performing all work involved and required in providing fine grading and soil preparation in accordance with the plans, details and specifications.
24. Payment for **"Fine Grading and Soil Preparations"** will be made on a square foot (S.F.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment and performing all work involved and required in providing fine grading and soil preparation/conditioning in accordance with the plans, details and specifications.
25. Payment for **"Furnish and Install 24" Box Trees"** will be made on a per unit basis, as specified in the bid schedule, which shall include costs for furnishing all labor, materials, tools, and equipment, and performing all work involved and required in installing 24" box trees including backfill mix, fertilizer tablets, staking and wood mulch around tree in accordance with the plans, details and specifications.
26. Payment for **"Furnish and Install 15 gal Trees"** will be made on a per unit basis, as specified in the bid schedule, which shall include costs for furnishing all labor, materials, tools, and equipment, and performing all work involved and

required in installing 15 gal. trees including backfill mix, fertilizer tablets, staking and wood mulch around tree in accordance with the plans, details and specifications.

27. Payment for **"Furnish and Install 5 gal Shrub"** will be made on a per unit basis, as specified in the bid schedule, which shall include costs for furnishing all labor, materials, tools, and equipment, and performing all work involved and required in installing 5 gal. shrubs including backfill mix, fertilizer tablets, in accordance with the plans, details and specifications.
28. Payment for **"Furnish and Install Big Roll Turf Sod"** will be made on a square foot (S.F.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment involved in the soil preparation and installation of big roll turf sod in accordance with the plans, details and specifications.
29. Payment for **"Furnish and Install Irrigation System"** will be made on a lump sum (L.S.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment involved in the installation of irrigation system complete and in-place in accordance with the plans, details and specifications.
30. Payment for **"Provide 90-Day Maintenance Period"** will be made on a square foot (S.F.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all the work involved and required in providing maintenance including but not limited to, planting and irrigation, debris removal, weed removal, plant replacement, re-seeding, irrigation repair, fertilization, in accordance with the plans, details and specifications

DESIGNATION OF SUBCONTRACTORS

In compliance with the Public Contract Code, Sections 4104-4144, the undersigned submits the following complete list of each subcontractor who will perform work or labor or render services in or about the construction in an amount in excess of 1/2 of 1% of said total bid.


PORTION OF THE WORK	SUBCONTRACTOR	ADDRESS
Big Roll Sod	WEST COAST TURF	Box 4563, PALM DESERT, CA 92261
SHADE STRUCTURES	HANSON ASSOCIATES	275 CENTENNIAL WAY #211, TUSTIN, CA 92780

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 REGENCY-PACIFIC DEVELOPMENT CORP.  
Type of Organization CORPORATION  
Signed By   
Title of Signer PRESIDENT  
Address of Bidder 1440 BEAUMONT AVE., STE A2-300, BEAUMONT, CA 92223  
Telephone Number 951-845-5874  
Contractor's License 555936 Classification A, B, CB, C10, C36, C46

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 NORTH AMERICAN SPECIALTY INSURANCE  
COMPANY, as Surety, are hereby held and  
firmly bound unto the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE,  
hereinafter called the "Owner", in the sum of TEN PERCENT OF GREATER  
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  
PERRET PARK IMPROVEMENTS, PHASE 2, SITEWORK

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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 25TH day of MAY, 20 11, 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.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

No. 5193

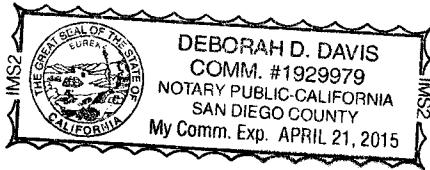
State of California )

County of SAN DIEGO )

On 05/25/2011 before me, DEBORAH D. DAVIS, NOTARY PUBLIC

personally appeared MARK D. IATAROLA

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.

[Handwritten Signature]  
Signature of Notary

**OPTIONAL SECTION**

**CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S)

- TITLE(S)
- PARTNER(S)  LIMITED  GENERAL
  - ATTORNEY-IN-FACT
  - TRUSTEE(S)
  - GUARDIAN/CONSERVATOR
  - OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:**

NAME OF PERSON(S) OR ENTITY(IES)

**OPTIONAL SECTION**

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

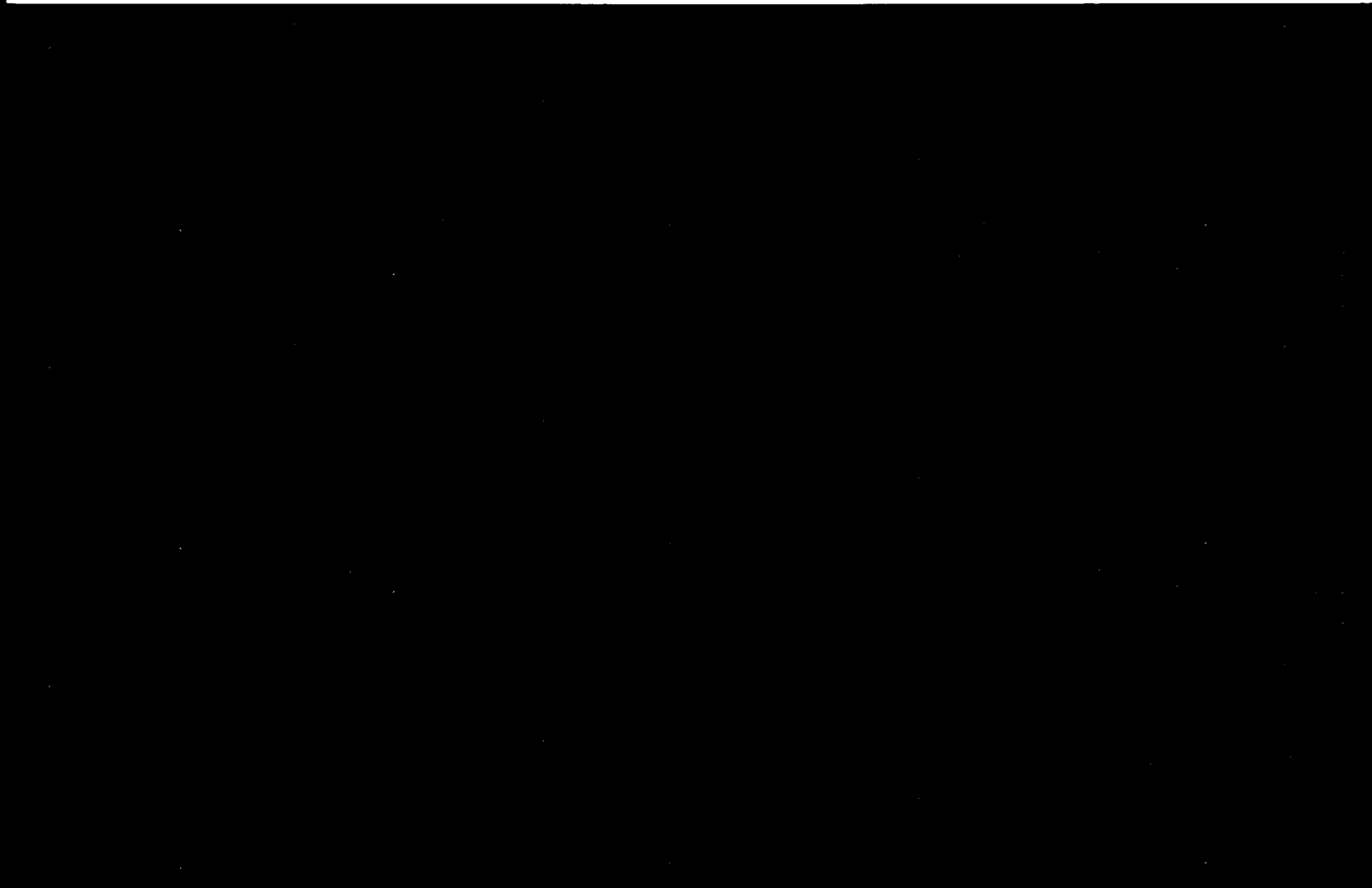
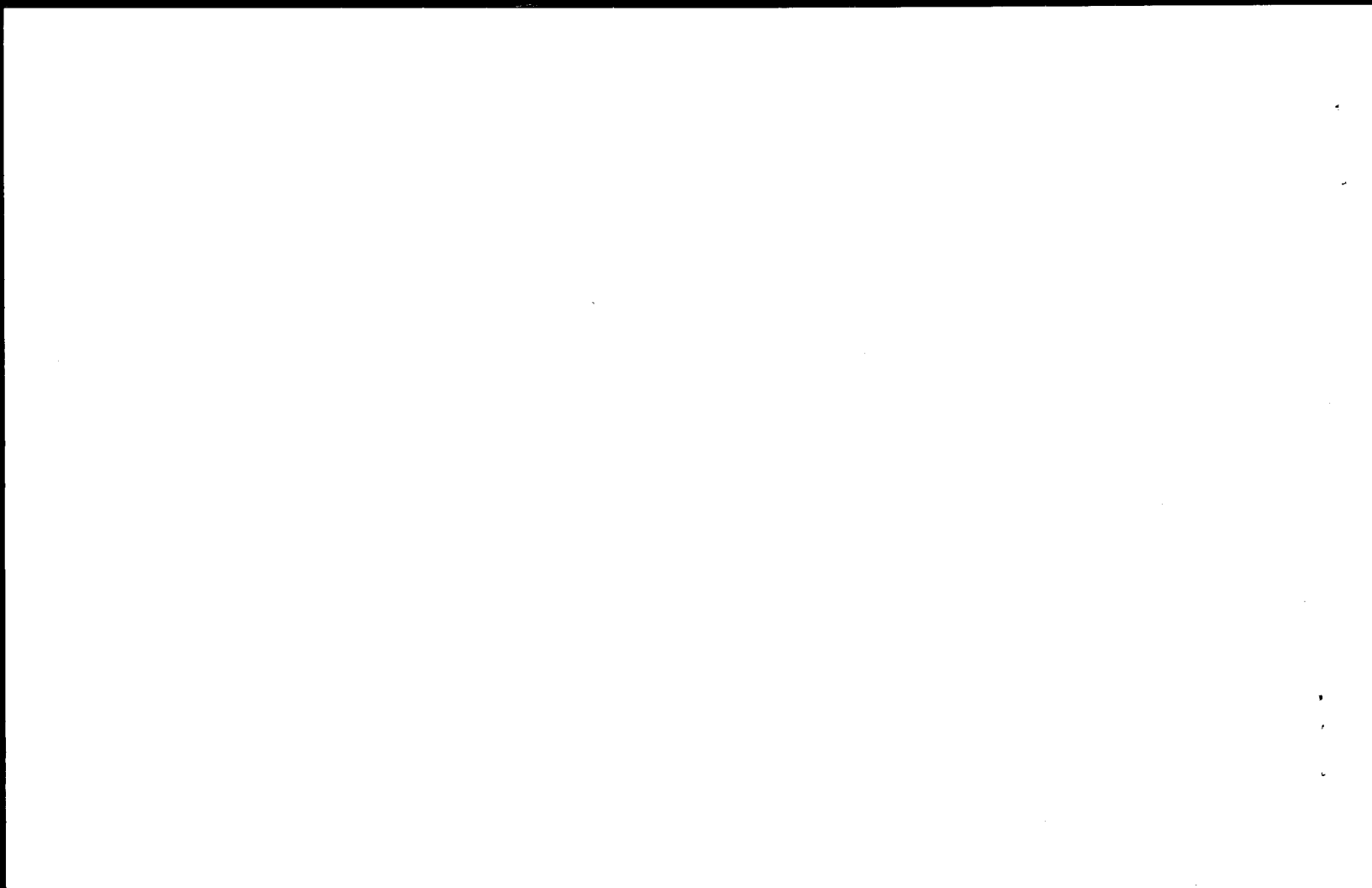
TITLE OR TYPE OF DOCUMENT \_\_\_\_\_

NUMBER OF PAGES \_\_\_\_\_ DATE OF DOCUMENT \_\_\_\_\_

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_





In the presence of:

\_\_\_\_\_

\_\_\_\_\_  
Individual Principal (Seal)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Business Address

\_\_\_\_\_

\_\_\_\_\_  
Individual Principal (Seal)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Business Address

Attest:

REGENCY-PACIFIC DEVELOPMENT CORPORATION

*[Handwritten signature]*

Corporate Principal  
1440 BEAUMONT AVENUE, SUITE A2-300  
BEAUMONT, CA 92223

\_\_\_\_\_  
Business Address  
By *[Handwritten signature]* - P.R.S.  
(Affix Corporate Seal)

Attest:

NORTH AMERICAN SPECIALTY INSURANCE COMPANY

~~Corporate Principal~~ SURETY  
701 SOUTH PARKER STREET, SUITE 3800  
ORANGE, CA 92868

\_\_\_\_\_  
Business Address  
By *Mark D. Iatarola*  
(Affix Corporate Seal)

MARK D. IATAROLA, ATTORNEY-IN-FACT

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

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

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JOHN G. MALONEY, HELEN MALONEY, MARK D. IATAROLA,  
MATTHEW C. GAYNOR and DEBORAH D. DAVIS

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24<sup>th</sup> of March, 2000:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]  
Steven P. Anderson, President & Chief Executive Officer of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company



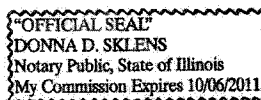
By [Signature]  
David M. Layman, Senior Vice President of Washington International Insurance Company  
& Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 22<sup>nd</sup> day of September, 2010.

North American Specialty Insurance Company  
Washington International Insurance Company

State of Illinois  
County of Cook ss:

On this 22<sup>nd</sup> day of September, 2010, before me, a Notary Public personally appeared Steven P. Anderson, President and CEO of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Senior Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]  
Donna D. Sklens, Notary Public

I, James A. Carpenter, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 25<sup>TH</sup> day of MAY, 20 11.

[Signature]

James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE)

LEO J. KRAMER

, being first duly sworn, deposes and says:

That he or she is PRESIDENT of

REGENCY-PACIFIC DEVELOPMENT CORP.

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.

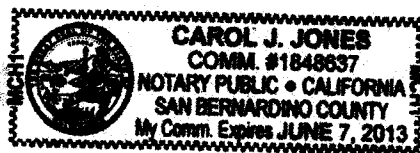
*[Handwritten Signature]*

Signature

Subscribed and sworn to before me this 2nd day of June, 2011

*[Handwritten Signature]*

Signature of Officer Administering Oath



CAROL L. JONES  
COUNTY CLERK  
SAN BERNARDINO COUNTY  
NOTARY PUBLIC • CALIFORNIA  
My Comm. Expires JUNE 7, 2013



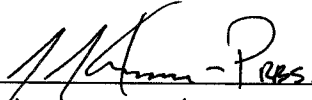
**CONTRACTOR'S CERTIFICATE  
REGARDING WORKER'S COMPENSATION  
INSURANCE**

Section 3700 of the Labor Code provides, in part, as follows:

"Every employer except the State and all political subdivision or institutions thereof, shall secure the payment of compensation in one (1) or more of the following ways:

- a) by being insured against liability to pay compensation with one (1) or more insurers duly authorized to write compensation insurance in this State; or
- b) by securing from the Director of Industrial Relations, a Certificate of Consent to Self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees ..."

The undersigned is aware of the provisions of Section 3700 of the Labor Code that requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Contract.

Signature:  - PRES. Date: 6/2/11  
Printed Name: LEO J. KRAMER Title: PRESIDENT  
Company: REGENCY-PACIFIC DEVELOPMENT CORP.  
Address: 1440 BEAUMONT AVE. STE A2-300  
BEAUMONT, CA 92223

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2, of the Labor Code, the above Certificate must be signed by Contractor and filed with the awarding body prior to Contractor performing any work under this Contract.)

CONTRACTOR'S CERTIFICATE REGARDING  
WORKER'S COMPENSATION INSURANCE

SEALD BID RECEIVED  
CLERK OF THE BOARD OF SUPERVISORS

2011 JUN -2 AM 10:36

*Regency - Pacific*

Development Corporation  
1440 Beaumont Avenue  
Suite A2-300  
Beaumont, CA 92223

**SEALED BID**

DO NOT OPEN WITH REGULAR MAIL

*PERRET PARK*

*PHASE II SITE IMPROVEMENTS*

PROJECT # \_\_\_\_\_

BID DATE & TIME *6/2/11 @ 11 AM*





**NOTICE INVITING BIDS**

The Redevelopment Agency for the County of Riverside, herein called Owner, invites sealed proposals for the construction of:

**PERRET PARK IMPROVEMENTS PHASE II**

PROJECT ADDRESS:

**32938 Perret Boulevard, Lake Elsinore, CA 92530**

Proposals shall be delivered to the Clerk of the Board of Supervisors, on the 1<sup>st</sup> floor of the County Administrative Center located at 4080 Lemon Street, Riverside, CA 92501 no later than **11:00 a.m.**, on **June 2, 2011** to be promptly opened in public at said address.

Each proposal shall be in accordance with Plans, Specifications and other Contract Documents dated 4/25/2011 and prepared by DAVID EVANS AND ASSOCIATES, INC., whose address is 4200 Concourse, Suite 200, Ontario, CA 91764, (909) 481-5750. The Plans, Specifications, and other Contract Documents can be reviewed at <http://dfs.aandirepro.com> and purchased by calling A&I Reprographics at (800) 233-8435. There will be a non-refundable charge per set. Project documents and plan holders list may be viewed on-line by going to A&I Reprographics DFS website at <http://dfs.aandirepro.com> and clicking on the public project link. Bidders requesting that sets be mailed or shipped to them will be charged the full cost of shipping. Please make checks payable to A&I Reprographics, not the Redevelopment Agency for the RDA of Riverside.

A mandatory pre-bid job walk inspection will be held at the project site on **May 25, 2011** at **2:00 p.m.**

Pursuant to the Labor Code, the Governing Board of the Owner has obtained from the Director of Industrial Relations, State of California, his determinations of general prevailing rates of per diem wages applicable to the work, and for holiday and overtime work, including employee payments or health and welfare, pension, vacation and similar purposes, as set forth on schedule which is on file at the principal office of the Owner, and which will be made available to any interested person upon request.

To be considered, a potential bidder must have a class B license, as required under provisions of the 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.

As a condition of award, the successful bidder will be required to submit payment and performance bonds and insurance.

The engineer's estimate for base bid and all alternates on this project is \$409,337.

REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE

Clerk of the Board

By: \_\_\_\_\_  
Deputy

Dated:

## INSTRUCTIONS TO BIDDER

- A. **COMMUNICATION:** All communication **will be in writing**, no phone calls or other verbal communication will be allowed. All communication/ bid RFI shall be sent to the following contacts:

Gabriel Martin, Riverside County EDA [gabmartin@rivcoeda.org](mailto:gabmartin@rivcoeda.org)  
Chris Giannini, David Evans and Associates [ccg@deainc.com](mailto:ccg@deainc.com)

Bidders may submit questions or request clarifications of any aspect of the proposal process or proposed construction on the form provided title "Request for Information" (RFI). RFI's may be faxed, mailed or delivered to the person designated as the contact. All RFI's and the Owner's answers to RFI's will be compiled, faxed and mailed to all registered bidders as soon as possible. To be considered, all RFI's shall be submitted in writing by 5:00 p.m. a minimum of **ten (10) working days** prior to bid date. The person submitting the request will be responsible for its prompt delivery.

All requests shall be submitted as single RFI's for one particular question or subject. Multiple requests per form may or may not be considered at the discretion of the Owner or Owner's representative.

- B. **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.

- C. **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  
PERRET PARK IMPROVEMENTS PHASE II**

PROJECT ADDRESS:

**32938 Perret Boulevard, Lake Elsinore, CA 92530**

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

- D. **INTERPRETATION OF THE DOCUMENTS:** Discrepancies in and omissions from the plans, specifications or other contract documents, or questions as to their meaning shall, at once, be brought to the attention of the Owner. 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 Architect.
- E. **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.

## INSTRUCTIONS TO BIDDER

- A. **COMMUNICATION:** All communication **will be in writing**, no phone calls or other verbal communication will be allowed.

Bidders may submit questions or request clarifications of any aspect of the proposal process or proposed construction on the form provided title "Request for Information" (RFI). RFI's may be faxed, mailed or delivered to the person designated as the contact. All RFI's and the Owner's answers to RFI's will be complied, faxed and mailed to all registered bidders as soon as possible. To be considered, all RFI's shall be submitted in writing by 5:00 p.m. a minimum of **ten (10) working days** prior to bid date. The person submitting the request will be responsible for its prompt delivery.

All requests shall be submitted as single RFI's for one particular question or subject. Multiple requests per form may or may not be considered at the discretion of the Owner or Owner's representative.

- B. **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.

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- D. **INTERPRETATION OF THE DOCUMENTS:** Discrepancies in and omissions from the plans, specifications or other contract documents, or questions as to their meaning shall, at once, be brought to the attention of the Owner. 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 Architect.
- E. **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.
- F. **OWNERS RESERVATION OF RIGHTS:** The Owner reserves the right to reject any or all proposals and to waive any informality 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.

- G. **BIDDERS CHECK OR BOND:** Each proposal must be accompanied by a certified or cashier's 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 F above, and to the successful bidder upon execution of the contract documents.

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

- H. **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.
- I. **ADDITIONAL INFORMATION:** The Owner reserves the right to require of 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.
- J. **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.
- K. **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.
- L. **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.
- M. **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.
- N. **TIME OF COMPLETION:** Time of completion of project is **one hundred (120)** working days from the date specified in the NOTICE TO PROCEED issued by the Owner.
- O. **BIDS:** Under the bidding items listed on Contractors Proposal, bidders shall state prices for bid given herein after:
1. Base Bid shall be the entire work complete in accordance with the drawings and specifications.

**CONTRACTORS PROPOSAL**

TO THE GOVERNING BOARD OF  
THE REDEVELOPMENT AGENCY  
FOR THE COUNTY OF RIVERSIDE

Date May 27, 2011  
Rancho Pacific Engineering  
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 and the General Conditions for PERRET PARK IMPROVEMENTS PHASE II, hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the construction in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

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

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in Figures) Dollars/Cents
1	Mobilization	LS	1	18,625. <sup>22</sup>	18,625. <sup>22</sup>
2	Construction Surveying	LS	1	5,750. <sup>00</sup>	5,750. <sup>00</sup>
3	Clear and grub, per plan and specifications	SF	67,130	1. <sup>17</sup>	78,542. <sup>10</sup>
4	Remove existing barrier	EA	4	135. <sup>71</sup>	542. <sup>84</sup>
5	Sawcut and remove existing 6" concrete curb	LF	42	25. <sup>45</sup>	1,068. <sup>90</sup>
6	Site grading export material per plans, details and specifications	LS	1	14,500. <sup>00</sup>	14,500. <sup>00</sup>
7	Temporary Erosion Control	LS	1	4500. <sup>00</sup>	4500. <sup>00</sup>
8	Furnish & install 4" thick concrete with broom finish per plans, details and specs	SF	2,668	5. <sup>49</sup>	14,647. <sup>32</sup>
9	Furnish & Install 6" concrete mowcurb	LF	40	16. <sup>36</sup>	654. <sup>40</sup>
10	Furnish & Install 8" concrete curbing under fencing	LF	200	16. <sup>65</sup>	3330. <sup>00</sup>
11	Furnish & install complete 6' high vinyl coated chain link fence per plans, details and specifications	LF	200	38. <sup>02</sup>	7604. <sup>00</sup>

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in Figures) Dollars/Cents
12	Furnish & install chain link fabric (Vinyl Coated)	LF	45	27. <sup>17</sup>	1222. <sup>65</sup>
13	Furnish & install 6' long A.D.A picnic table per plans, details and specifications	EA	4	1,489. <sup>56</sup>	5,958. <sup>24</sup>
14	Furnish & install 8' long A.D.A picnic table per plans, details and specifications	EA	4	1,692. <sup>76</sup>	6,771. <sup>04</sup>
15	Furnish & install barbeque per plans, details and specifications	EA	8	839. <sup>87</sup>	6,718. <sup>96</sup>
16	Furnish & install trash receptacle with lid and liner per plans, details and specifications	EA	8	1219. <sup>48</sup>	9,755. <sup>84</sup>
17	Install relocated wooden barrier	EA	4	407. <sup>51</sup>	1,630. <sup>04</sup>
18	Remove & re-install boulders	EA	10	91. <sup>44</sup>	914. <sup>40</sup>
19	Furnish & install 16x16 shelter picnic shade structure complete and in place per plans, details and specifications	EA	4	15,786. <sup>46</sup>	63,145. <sup>84</sup>
20	Furnish & install shelter at play area complete and in place per plans, details and specifications	EA	1	43,500. <sup>00</sup>	43,500. <sup>00</sup>
21	Furnish & Install compacted/stabilized decomposed granite	SF	853	2. <sup>32</sup>	1,978. <sup>96</sup>
22	Furnish & Install non-stabilized decomposed granite	SF	137	2. <sup>26</sup>	309. <sup>62</sup>
23	Furnish & Install 6" Engineered wood fiber at play area (3217 SF)	CY	60	48. <sup>84</sup>	2,930. <sup>40</sup>
24	Furnish & install fine grading and soil amendments per plans, details and specifications	SF	66,309	.31¢	20,554. <sup>79</sup>
25	Furnish & install 24" box trees per plans, details and specifications	EA	12	195. <sup>94</sup>	2,351. <sup>28</sup>

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in Figures) Dollars/Cents
26	Furnish & install 15 gallon trees per plans, details and specifications	EA	8	77. <sup>10</sup> / <sub>100</sub>	616. <sup>80</sup> / <sub>100</sub>
27	Furnish & install 5 gallon shrubs per plans, details and specifications	EA	3	14. <sup>96</sup> / <sub>100</sub>	44. <sup>88</sup> / <sub>100</sub>
28	Furnish & install big roll turf sod per plan, details, and specifications	SF	66,309	.47¢	31,165. <sup>23</sup> / <sub>100</sub>
29	Furnish & install irrigation system complete and in place per plans, details and specifications	SF	66,309	.24¢	15,914. <sup>16</sup> / <sub>100</sub>
30	Furnish & install 90 day maintenance during plan establishment period per specifications	SF	66,309	.12¢	7957. <sup>08</sup> / <sub>100</sub>

TOTAL SUM BID, ITEMS 1 THROUGH 30: THREE HUNDRED SEVENTY THREE THOUSAND  
NINETY FOUR CENTS Words  
TWO HUNDRED FIVE DOLLARS AND (\$ 373,205.<sup>94</sup>/<sub>100</sub>)

Figures

**QUANTITIES OF WORK:**

The quantities of work or material stated in the unit price items of the Bid Schedule(s) are supplied only to give an indication of the general scope of the work. The RDA does not expressly nor by implication agree that the actual amounts of work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any unit price bid item, by an amount up to 25 percent of increase or decrease, without a change in the unit prices, and shall have the right to delete any bid item in its entirety, and receive full credit in the amount shown in the Bid Schedule for the deleted item of Work.

**Bids:** Bids are required for the entire work unless otherwise explicitly allowed in the bid documents. The amount of the bid for comparison purposes will be the total of all items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item.

The bidder shall set forth for each item of work in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

- a. As to lump sum items, the amount set forth in the "Total" column shall be the item price.
- b. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.



## **PAYMENT FOR ITEMS**

The following bid items are included in the Bid Proposal for providing a method of payment:

1. Payment for **"Mobilization,"** will be made on a lump sum (L.S.) basis, as specified in the bid schedule, which shall include but not be limited to all costs for labor, materials, equipment and permits/authorization for use of a construction staging area(s) or placement of a project trailer and providing temporary signage. Full compensation for complying with these requirements hereinabove shall be at a lump sum unit cost as indicated in the plans and specifications.
2. Payment for **"Construction Surveying"** will be made on a lump sum (LS) basis, as specified in the Bidder's Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment and incidentals required to provide construction surveying necessary to complete the project. This may include but not be limited to construction staking of proposed improvements
3. Payment for **"Clear and Grub"** will be made on a square foot (S.F.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all the work involved and required for clear and grub including removal and legal disposal of all materials.
4. Payment for **"Remove Existing barrier"** will be made on a per unit basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all the work involved and required the removal of the existing barrier and footings per plans and specifications.
5. Payment for **"Remove Existing 6" concrete curb"** will be made on a lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all the work involved and required in the removal of 6" concrete curb including footing, in accordance with the plans and specifications.
6. Payment for **"Site Grading Cut Material"** will be made on a lump sum (L.S.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, equipment, permits, and performing all the work involved and required in site grading cut materials, in accordance with the plans, details and specifications.
7. Payment for **"Temporary Erosion Control"** will be made on a lump sum (L.S.) basis, as specified in the bid schedule, which includes all costs for furnishing all labor, materials, tools, equipment, performing all the work involved and required in temporary erosion control, in accordance with the plans, details and specifications.
8. Payment for **"Furnish and Install 4" Thick Concrete w/Broom Finish"** will be made on a per square foot (S.F.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment and performing all the work involved and required in the construction of Portland Cement Concrete with broom finish as noted on plans; complete and in place, including subgrade preparation, forming, finishing, and restoring/repairing adjacent damaged sidewalk in accordance with the plans, details and specifications.

9. Payment for **"Furnish & Install 6" concrete mowcurb"** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all the work involved and required in providing 6" concrete curb in accordance with the plans, details and specifications.
10. Payment for **"Furnish & Install 8" concrete curbing under fencing"** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all the work involved and required in providing 8" concrete curb in accordance with the plans, details and specifications.
11. Payment for **"Furnish and Install complete 6' High vinyl Chain Link Fence"** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all the work involved and required in providing complete 6 vinyl coated chain link fence w/ posts, footings, fabric, rails, ties, caps, footings, and all other necessary components to complete fence installation in accordance with the plans, details and specifications.
12. Payment for **"Furnish and Install Chain-Link Fabric (Vinyl Coated) Replacement"** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all the work involved and required in providing chain link fence fabric with vinyl coated replacement in accordance with the plans, details and specifications.
13. Payment for **"Furnish and Install 6' A.D.A. Picnic Tables"** will be made on a per unit basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all the work involved and required in installing 6' A.D.A. picnic table in accordance with the plans, details and specifications.
14. Payment for **"Furnish and Install 8' A.D.A. Picnic Tables"** will be made on a per unit basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all the work involved and required in installing 8' A.D.A. picnic table in accordance with the plans, details and specifications.
15. Payment for **"Furnish and Install Barbeque"** will be made on a per unit basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all the work involved and required in installing barbeque including footings in accordance with the plans, details and specifications.
16. Payment for **"Furnish and install trash receptacles"** will be made on a per unit basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all work involved and required in installing trash receptacles including footings in accordance with the plans, details and specifications.
17. Payment for **"Relocate Existing Barrier"** will be made on a per unit basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all the work involved and required to relocation of the existing barrier per plans and specifications.

18. Payment for **"Remove and Re-install Existing Boulders"** will be made on a per unit basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all the work involved and required to relocation of the existing boulders per plans and specifications.
19. Payment for **"Furnish and Install shelter picnic shade structure"** will be made on a per unit basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment and performing all the work involved and required in furnishing and installing shelter including footings in accordance with the plans, details and specifications.
20. Payment for **"Furnish and Install shelter at play area"** will be made on a per unit basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment and performing all the work involved and required in furnishing and installing shade structure including footings at play area in accordance with the plans, details and specifications,
21. Payment for **"Furnish & Install compacted/stabilized decomposed granite"** will be made on a square foot (S.F.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment and performing all work involved and required in providing stabilized and compacted decomposed granite in accordance with the plans, details and specifications.
22. Payment for **"Furnish & Install non-stabilized decomposed granite"** will be made on a square foot (S.F.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment and performing all work involved and required in providing compacted non-stabilized decomposed granite in accordance with the plans, details and specifications.
23. Payment for **"Furnish & Install Engineered wood fiber at play area"** will be made on a cubic yard (C.Y.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment and performing all work involved and required in providing fine grading and soil preparation in accordance with the plans, details and specifications.
24. Payment for **"Fine Grading and Soil Preparations"** will be made on a square foot (S.F.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment and performing all work involved and required in providing fine grading and soil preparation/conditioning in accordance with the plans, details and specifications.
25. Payment for **"Furnish and Install 24" Box Trees"** will be made on a per unit basis, as specified in the bid schedule, which shall include costs for furnishing all labor, materials, tools, and equipment, and performing all work involved and required in installing 24" box trees including backfill mix, fertilizer tablets, staking and wood mulch around tree in accordance with the plans, details and specifications.
26. Payment for **"Furnish and Install 15 gal Trees"** will be made on a per unit basis, as specified in the bid schedule, which shall include costs for furnishing all labor, materials, tools, and equipment, and performing all work involved and

required in installing 15 gal. trees including backfill mix, fertilizer tablets, staking and wood mulch around tree in accordance with the plans, details and specifications.

27. Payment for "**Furnish and Install 5 gal Shrub**" will be made on a per unit basis, as specified in the bid schedule, which shall include costs for furnishing all labor, materials, tools, and equipment, and performing all work involved and required in installing 5 gal. shrubs including backfill mix, fertilizer tablets, in accordance with the plans, details and specifications.
28. Payment for "**Furnish and Install Big Roll Turf Sod**" will be made on a square foot (S.F.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment involved in the soil preparation and installation of big roll turf sod in accordance with the plans, details and specifications.
29. Payment for "**Furnish and Install Irrigation System**" will be made on a lump sum (L.S.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment involved in the installation of irrigation system complete and in-place in accordance with the plans, details and specifications.
30. Payment for "**Provide 90-Day Maintenance Period**" will be made on a square foot (S.F.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all the work involved and required in providing maintenance including but not limited to, planting and irrigation, debris removal, weed removal, plant replacement, re-seeding, irrigation repair, fertilization, in accordance with the plans, details and specifications

DESIGNATION OF SUBCONTRACTORS

In compliance with the Public Contract Code, Sections 4104-4144, the undersigned submits the following complete list of each subcontractor who will perform work or labor or render services in or about the construction in an amount in excess of 1/2 of 1% of said total bid.

PORTION OF THE WORK	SUBCONTRACTOR	ADDRESS
CONCRETE	WALCRETE INDUSTRIES	P.O. BOX 7129 REDLANDS, CA 92375
<del>MOORE FENCE</del>	<del>MOORE FENCING</del>	<del>280 E. 12<sup>TH</sup> STREET PENNS, CA 92570</del>
SHADE STRUCTURE (PLAY GROUND)	US SHADE	350 KALMUS DR COSTA MESA, CA 92626
<del>GREAT WESTERN</del>	<del>GREAT WESTERN</del>	<del>P.O. BOX 97 VELLS VILLA, UTAH 84339</del>
SHADE STRUCTURE	GREAT WESTERN	P.O. BOX 97 VELLS VILLA, UTAH 84339

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 Rancho Pacific Engineering

Type of Organization

Signed By 

Title of Signer President

Address of Bidder 1094 S. Reservoir St. Pomona 91766

Telephone Number (909) 469-0488

Contractor's License 953839

Classification A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z

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

Bond No. 5535

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as Principal : and Merchants Bonding Company (Mutual), as Surety, are hereby held and firmly bound unto the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, hereinafter called the "Owner", in the sum of TEN PERCENT OF THE AMOUNT OF 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 Perret Park Phase II Site Improvements

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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 26th day of May, 2011, 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 \_\_\_\_\_

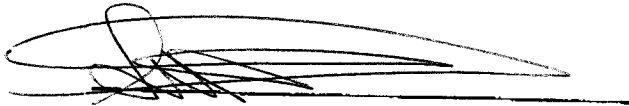
\_\_\_\_\_

\_\_\_\_\_  
Individual Principal (Seal)

Address \_\_\_\_\_

Business Address \_\_\_\_\_

Attest:



**Rancho Pacific Engineering, Inc.**

Corporate Principal  
1092 S. Reservoir St.  
Pomona, CA 91766

Business Address \_\_\_\_\_

By   
(Affix Corporate Seal)

**Pierre Saad - President**

Attest:



**Merchants Bonding Company (Mutual)  
Surety**

2100 Fleur Dr., Des Moines, Iowa 50321  
Business Address \_\_\_\_\_

By   
**Ryan Mantle - 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.)



State of California

County of San Bernardino

On May 27, 2011 before me, Jane Bradach, Notary Public  
(here insert name and title of the officer)

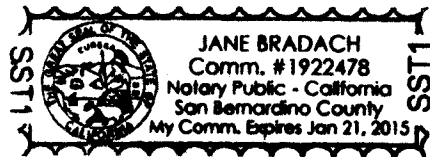
personally appeared Pierre Saad

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 *Jane Bradach*



(Seal)

**OPTIONAL INFORMATION**

Law does not require the information below. This information could be of great value to any person(s) relying on this document and could prevent fraudulent and/or the reattachment of this document to an unauthorized document(s)

**DESCRIPTION OF ATTACHED DOCUMENT**

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

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

Signer(s) if Different Than Above: \_\_\_\_\_

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

**CAPACITY(IES) CLAIMED BY SIGNER(S)**

Signer's Name(s): \_\_\_\_\_

- Individual
- Corporate Officer

(Title(s))

- Partner
- Attorney-in-Fact
- Trustee
- Guardian/Conservator
- Other: \_\_\_\_\_

**SIGNER IS REPRESENTING:**

Name of Person(s) or Entity(ies): \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Orange

On 5-26-2011  
Date

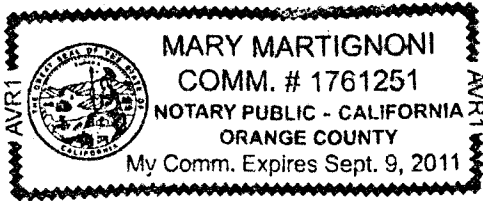
before me, Mary Martignoni - Notary Public  
Here Insert Name and Title of the Officer

personally appeared Ryan Mantle  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature [Handwritten Signature]  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

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

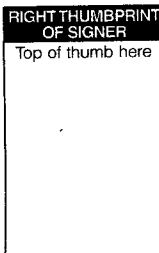
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

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

Signer's Name: Ryan Mantle

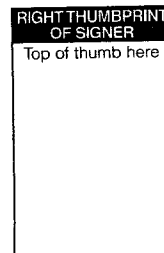
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: Merchants Bonding Company (Mutual)

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

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



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

Merchants Bonding Company  
(Mutual)

POWER OF ATTORNEY

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Les M. Mantle, Ryan Mantle

of Fullerton and State of California its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

SIX MILLION (\$6,000,000.00) DOLLARS

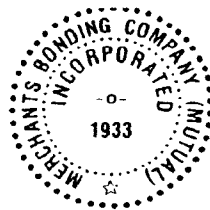
and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on November 16, 2002.

ARTICLE II, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE II, SECTION 9 - 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 effect as though manually fixed.

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 20th day of January, 2009.



MERCHANTS BONDING COMPANY (MUTUAL)

By Larry Taylor  
President

STATE OF IOWA  
COUNTY OF POLK ss.

On this 20th day of January, 2009, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Cindy Smyth  
Notary Public, Polk County, Iowa

STATE OF IOWA  
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this

26th day of May, 2011



William Warner Jr.  
Secretary

NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE)

Perre Saad, being first duly sworn, deposes and says:

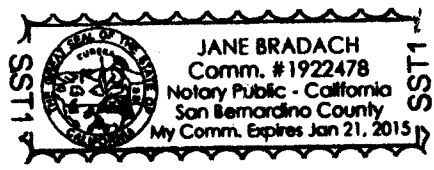
That he or she is President of Rancho Pacific Engineering

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]  
Signature

Subscribed and sworn to before me this 27 day of MAY, 2011

[Signature]  
Signature of Officer Administering Oath



## AGREEMENT FORM

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between, hereinafter called the "Contractor" and the Redevelopment Agency for the County of Riverside, hereinafter called the "Owner".

### WITNESSETH

That the parties hereto have mutually covenanted and agreed as follows:

CONTRACT: The complete Contract includes all of the Contract Documents, to wit: The Notice Inviting Bids, the Instructions to Bidders, the Contractor's Proposal, the Payment and Performance Bonds, the Plans and Specifications plus any Addenda thereto, the General Conditions, and this Agreement. All contract documents are intended to cooperate and be complementary so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all contract documents.

STATEMENT OF WORK: The Contractor hereby agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor, and materials for the construction of: I in strict accordance with the plans and specifications dated, \_\_\_\_\_, prepared by David Evans and Associate Inc., hereinafter called the "Architect", including Addenda thereto as listed in the Contractor's Proposal, all of which are made a part hereof.

TIME FOR COMPLETION: The work shall be commenced on a date to be specified in a written order of the Architect and shall be completed within **one hundred twenty (120)** working days from and after said date. It is expressly agreed that except for extensions of time duly granted in the manner and for the reasons specified in the General Conditions, time shall be of the essence.

COMPENSATION TO BE PAID TO CONTRACTOR: The Owner agrees to pay and the Contractor agrees to accept in full consideration for the performance of the Contract, subject to additions and deductions as provided in the General Conditions, the sum of Dollars (\$ \_\_\_\_\_), being the total of the Base Bid.

The sum is to be paid according to the schedule as provided in the General Conditions.

Pursuant to Labor Code Section 1861, the Contractor gives the following certifications: I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workmen's' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

IN WITNESS WHEREOF, the parties hereto on the day and year first above written have executed this agreement in \_\_\_\_ counterparts.

Type of Contractor's organization

If other than individual or corporation, list names of all members who have authority to bind firm.

\_\_\_\_\_  
\_\_\_\_\_

IF OTHER THAN CORPORATION EXECUTE HERE

Attest: Firm Name \_\_\_\_\_

\_\_\_\_\_  
Signature \_\_\_\_\_

\_\_\_\_\_  
Address \_\_\_\_\_

Contractor's License No. \_\_\_\_\_

IF CORPORATION, FILL OUT FOLLOWING AND EXECUTE

Name of President of Corporation Pierre Saad

Name of Secretary of Corporation Pierre Saad

Corporation is organized under the laws of the state of California

Firm Name Rancho Pacific Engineering

Signature \_\_\_\_\_

AFFIX  
SEAL

Title of Office President

Address 1094 S. Reservoir St.

Contractor's License No. 953839

Attest:

Deputy

Owner

\_\_\_\_\_

By \_\_\_\_\_

Seal

Chairman, Board of Directors

\_\_\_\_\_

\_\_\_\_\_

**PAYMENT BOND**

(Public Work - Civil code Section 3247 et seq.)

The makers of this bond are \_\_\_\_\_, as Principal and Original Contractor, and \_\_\_\_\_, a corporation, authorized to issue Surety Bonds in California, as Surety, and this bond is issued in conjunction with that certain public works contract dated \_\_\_\_\_, between Principal and \_\_\_\_\_, a public entity, as Owner, for \$ \_\_\_\_\_, the total amount payable. THE AMOUNT OF THIS BOND IS 100% OF SAID SUM. Said contract is for public work generally consisting of \_\_\_\_\_.

The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and the requirements and conditions of this Bond are as is set forth in Sections 3248, 3249, 3250 and 3252 of said Code. Without notice, Surety consents to extension of time or performance, change in requirements, amount of compensation, or repayment under said contract.

DATED: \_\_\_\_\_  
\_\_\_\_\_ Original Contractor - Principal  
\_\_\_\_\_ Surety  
By \_\_\_\_\_  
By \_\_\_\_\_ It's Attorney in Fact Title \_\_\_\_\_  
(Corporate Seal) (If corporation, affix seal)

STATE OF CALIFORNIA )  
RDA OF \_\_\_\_\_ ) SURETYS ACKNOWLEDGMENT

On \_\_\_\_\_, before me personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the within instrument as attorney in fact of \_\_\_\_\_, a corporation, and acknowledged that he subscribed the name of said corporation thereto, and his own as its attorney in fact.

\_\_\_\_\_  
Notary Public (Seal)

Approved as to form:

Agency Counsel

**PERFORMANCE BOND**

The makers of this bond, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto \_\_\_\_\_, hereinafter called the Owner, in the sum of \$ \_\_\_\_\_ dollars for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the principal entered into a certain contract, hereto attached, with the Owner, dated \_\_\_\_\_, 20\_\_, for the construction of \_\_\_\_\_ in accordance with plans and specifications, dated \_\_\_\_\_, 20\_\_.

Now, therefore, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof that may be granted by the Owner, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation to be void, otherwise to remain in full force and virtue. Without notice, Surety consents to extension of time for performance, change in requirements, and change in compensation or prepayment under said contract.

DATED:

PRINCIPAL

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

SURETY

By \_\_\_\_\_

It's Attorney in Fact

Title \_\_\_\_\_

(If corporation, affix seal)

(NOTE: This bond must be executed by both parties, with corporate seals affixed. All signatures must be acknowledged. Attach acknowledgments.)



**CONTRACTOR'S CERTIFICATE  
REGARDING WORKER'S COMPENSATION  
INSURANCE**

Section 3700 of the Labor Code provides, in part, as follows:

"Every employer except the State and all political subdivision or institutions thereof, shall secure the payment of compensation in one (1) or more of the following ways:

- a) by being insured against liability to pay compensation with one (1) or more insurers duly authorized to write compensation insurance in this State; or
- b) by securing from the Director of Industrial Relations, a Certificate of Consent to Self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees ..."

The undersigned is aware of the provisions of Section 3700 of the Labor Code that requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Contract.

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


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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

  
Date: May 27 2011  
Printed Name: Pierre Saad Title: President  
Company: Rancho Pacific Engineering  
Address: 1094 S. Reservoir St.  
Pomona, CA 91766

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2, of the Labor Code, the above Certificate must be signed by Contractor and filed with the awarding body prior to Contractor performing any work under this Contract.)

CONTRACTOR'S CERTIFICATE REGARDING  
WORKER'S COMPENSATION INSURANCE

**RPE Rancho Pacific Engineering, Inc.**

1094 S. Reservoir St.  
Pomona, Ca 91766

**COUNTY OF RIVERSIDE  
ATTN: CLERK OF THE BOARD OF  
SUPERVISORS**

COUNTY ADMINISTRATIVE CENTER  
1<sup>ST</sup> FLOOR  
4080 LEMON STREET RIVERSIDE, CA 92530

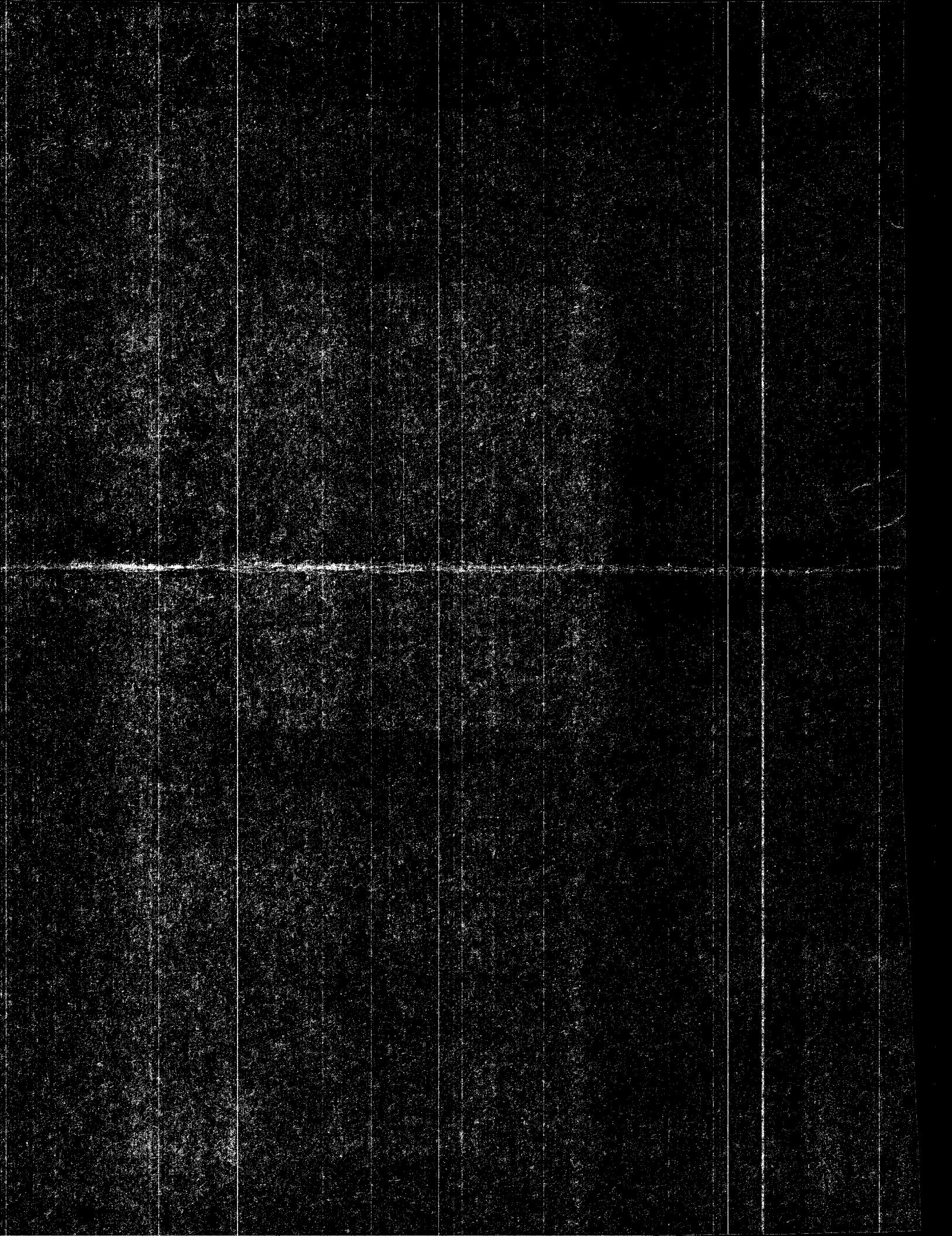
**\*PROPOSAL FOR THE CONSTRUCTION OF  
PERRET PARK IMPROVEMENTS PHASE II**

**PROJECT ADDRESS:  
32938 PERRET BLVD. LAKE ELSINORE, CA  
92530**

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

JUN - 2 AM 10:37

CLERK OF THE BOARD OF SUPERVISORS



## CONTRACTORS PROPOSAL

TO THE GOVERNING BOARD OF  
THE REDEVELOPMENT AGENCY  
FOR THE COUNTY OF RIVERSIDE

Date June 1, 2011

C.S. Legacy Construction, 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 and the General Conditions for PERRET PARK IMPROVEMENTS PHASE II, hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the construction in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Addendum No. None Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

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

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in Figures) Dollars/Cents
1	Mobilization	LS	1	36,108.00	36,108.00
2	Construction Surveying	LS	1	6,847.00	6,847.00
3	Clear and grub, per plan and specifications	SF	67,130	0.40	26,852.00
4	Remove existing barrier	EA	4	149.00	596.00
5	Sawcut and remove existing 6" concrete curb	LF	42	24.00	1,008.00
6	Site grading export material per plans, details and specifications	LS	1	8,697.00	8,697.00
7	Temporary Erosion Control	LS	1	1,317.00	1,317.00
8	Furnish & install 4" thick concrete with broom finish per plans, details and specs	SF	2,668	3.25	8,671.00
9	Furnish & Install 6" concrete mowcurb	LF	40	15.40	616.00
10	Furnish & Install 8" concrete curbing under fencing	LF	200	13.94	2,788.00
11	Furnish & install complete 6' high vinyl coated chain link fence per plans, details and specifications	LF	200	50.97	10,194.00

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in Figures) Dollars/Cents
12	Furnish & install chain link fabric (Vinyl Coated)	LF	45	46.00	2,070.00
13	Furnish & install 6' long A.D.A picnic table per plans, details and specifications	EA	4	1,188.00	4,752.00
14	Furnish & install 8' long A.D.A picnic table per plans, details and specifications	EA	4	1,390.00	5,560.00
15	Furnish & install barbeque per plans, details and specifications	EA	8	729.00	5,832.00
16	Furnish & install trash receptacle with lid and liner per plans, details and specifications	EA	8	1,264.50	10,116.00
17	Install relocated wooden barrier	EA	4	916.75	3,667.00
18	Remove & re-install boulders	EA	10	115.00	1,150.00
19	Furnish & install 16x16 shelter picnic shade structure complete and in place per plans, details and specifications	EA	4	22,906.00	91,624.00
20	Furnish & install shelter at play area complete and in place per plans, details and specifications	EA	1	41,993.00	41,993.00
21	Furnish & Install compacted/stabilized decomposed granite	SF	853	4.00	3,412.00
22	Furnish & Install non-stabilized decomposed granite	SF	137	4.00	548.00
23	Furnish & Install 6" Engineered wood fiber at play area (3217 SF)	CY	60	69.00	4,140.00
24	Furnish & install fine grading and soil amendments per plans, details and specifications	SF	66,309	0.29	19,229.61
25	Furnish & install 24" box trees per plans, details and specifications	EA	12	207.00	2,484.00

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in Figures) Dollars/Cents
26	Furnish & install 15 gallon trees per plans, details and specifications	EA	8	115.00	920.00
27	Furnish & install 5 gallon shrubs per plans, details and specifications	EA	3	23.00	69.00
28	Furnish & install big roll turf sod per plan, details, and specifications	SF	66,309	0.50	33,154.50
29	Furnish & install irrigation system complete and in place per plans, details and specifications	SF	66,309	0.51	37,796.13
30	Furnish & install 90 day maintenance during plan establishment period per specifications	SF	66,309	0.10	6,630.90

TOTAL SUM BID, ITEMS 1 THROUGH 30: Three hundred seventy-eight thousand  
 Words  
seven hundred seventy-five dollars (\$ 378,775.83 )  
 Figures and eighty-three cents.

**QUANTITIES OF WORK:**

The quantities of work or material stated in the unit price items of the Bid Schedule(s) are supplied only to give an indication of the general scope of the work. The RDA does not expressly nor by implication agree that the actual amounts of work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any unit price bid item, by an amount up to 25 percent of increase or decrease, without a change in the unit prices, and shall have the right to delete any bid item in its entirety, and receive full credit in the amount shown in the Bid Schedule for the deleted item of Work.

**Bids:** Bids are required for the entire work unless otherwise explicitly allowed in the bid documents. The amount of the bid for comparison purposes will be the total of all items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item.

The bidder shall set forth for each item of work in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

- a. As to lump sum items, the amount set forth in the "Total" column shall be the item price.
- b. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

## PAYMENT FOR ITEMS

The following bid items are included in the Bid Proposal for providing a method of payment:

1. Payment for "**Mobilization**," will be made on a lump sum (L.S.) basis, as specified in the bid schedule, which shall include but not be limited to all costs for labor, materials, equipment and permits/authorization for use of a construction staging area(s) or placement of a project trailer and providing temporary signage. Full compensation for complying with these requirements hereinabove shall be at a lump sum unit cost as indicated in the plans and specifications.
2. Payment for "**Construction Surveying**" will be made on a lump sum (LS) basis, as specified in the Bidder's Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment and incidentals required to provide construction surveying necessary to complete the project. This may include but not be limited to construction staking of proposed improvements
3. Payment for "**Clear and Grub**" will be made on a square foot (S.F.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all the work involved and required for clear and grub including removal and legal disposal of all materials.
4. Payment for "**Remove Existing barrier**" will be made on a per unit basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all the work involved and required the removal of the existing barrier and footings per plans and specifications.
5. Payment for "**Remove Existing 6" concrete curb**" will be made on a lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all the work involved and required in the removal of 6" concrete curb including footing, in accordance with the plans and specifications.
6. Payment for "**Site Grading Cut Material**" will be made on a lump sum (L.S.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, equipment, permits, and performing all the work involved and required in site grading cut materials, in accordance with the plans, details and specifications.
7. Payment for "**Temporary Erosion Control**" will be made on a lump sum (L.S.) basis, as specified in the bid schedule, which includes all costs for furnishing all labor, materials, tools, equipment, performing all the work involved and required in temporary erosion control, in accordance with the plans, details and specifications.
8. Payment for "**Furnish and Install 4" Thick Concrete w/Broom Finish**" will be made on a per square foot (S.F.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment and performing all the work involved and required in the construction of Portland Cement Concrete with broom finish as noted on plans; complete and in place, including subgrade preparation, forming, finishing, and restoring/repairing adjacent damaged sidewalk in accordance with the plans, details and specifications.



9. Payment for **"Furnish & Install 6" concrete mowcurb"** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all the work involved and required in providing 6" concrete curb in accordance with the plans, details and specifications.
10. Payment for **"Furnish & Install 8" concrete curbing under fencing"** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all the work involved and required in providing 8" concrete curb in accordance with the plans, details and specifications.
11. Payment for **"Furnish and Install complete 6' High vinyl Chain Link Fence"** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all the work involved and required in providing complete 6 vinyl coated chain link fence w/ posts, footings, fabric, rails, ties, caps, footings, and all other necessary components to complete fence installation in accordance with the plans, details and specifications.
12. Payment for **"Furnish and Install Chain-Link Fabric (Vinyl Coated) Replacement"** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all the work involved and required in providing chain link fence fabric with vinyl coated replacement in accordance with the plans, details and specifications.
13. Payment for **"Furnish and Install 6' A.D.A. Picnic Tables"** will be made on a per unit basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all the work involved and required in installing 6' A.D.A. picnic table in accordance with the plans, details and specifications.
14. Payment for **"Furnish and Install 8' A.D.A. Picnic Tables"** will be made on a per unit basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all the work involved and required in installing 8' A.D.A. picnic table in accordance with the plans, details and specifications.
15. Payment for **"Furnish and Install Barbeque"** will be made on a per unit basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all the work involved and required in installing barbeque including footings in accordance with the plans, details and specifications.
16. Payment for **"Furnish and install trash receptacles"** will be made on a per unit basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all work involved and required in installing trash receptacles including footings in accordance with the plans, details and specifications.
17. Payment for **"Relocate Existing Barrier"** will be made on a per unit basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all the work involved and required to relocation of the existing barrier per plans and specifications.

18. Payment for "**Remove and Re-install Existing Boulders**" will be made on a per unit basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all the work involved and required to relocation of the existing boulders per plans and specifications.
19. Payment for "**Furnish and Install shelter picnic shade structure**" will be made on a per unit basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment and performing all the work involved and required in furnishing and installing shelter including footings in accordance with the plans, details and specifications.
20. Payment for "**Furnish and Install shelter at play area**" will be made on a per unit basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment and performing all the work involved and required in furnishing and installing shade structure including footings at play area in accordance with the plans, details and specifications,
21. Payment for "**Furnish & Install compacted/stabilized decomposed granite**" will be made on a square foot (S.F.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment and performing all work involved and required in providing stabilized and compacted decomposed granite in accordance with the plans, details and specifications.
22. Payment for "**Furnish & Install non-stabilized decomposed granite**" will be made on a square foot (S.F.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment and performing all work involved and required in providing compacted non-stabilized decomposed granite in accordance with the plans, details and specifications.
23. Payment for "**Furnish & Install Engineered wood fiber at play area**" will be made on a cubic yard (C.Y.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment and performing all work involved and required in providing fine grading and soil preparation in accordance with the plans, details and specifications.
24. Payment for "**Fine Grading and Soil Preparations**" will be made on a square foot (S.F.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment and performing all work involved and required in providing fine grading and soil preparation/conditioning in accordance with the plans, details and specifications.
25. Payment for "**Furnish and Install 24" Box Trees**" will be made on a per unit basis, as specified in the bid schedule, which shall include costs for furnishing all labor, materials, tools, and equipment, and performing all work involved and required in installing 24" box trees including backfill mix, fertilizer tablets, staking and wood mulch around tree in accordance with the plans, details and specifications.
26. Payment for "**Furnish and Install 15 gal Trees**" will be made on a per unit basis, as specified in the bid schedule, which shall include costs for furnishing all labor, materials, tools, and equipment, and performing all work involved and

required in installing 15 gal. trees including backfill mix, fertilizer tablets, staking and wood mulch around tree in accordance with the plans, details and specifications.

27. Payment for **"Furnish and Install 5 gal Shrub"** will be made on a per unit basis, as specified in the bid schedule, which shall include costs for furnishing all labor, materials, tools, and equipment, and performing all work involved and required in installing 5 gal. shrubs including backfill mix, fertilizer tablets, in accordance with the plans, details and specifications.
28. Payment for **"Furnish and Install Big Roll Turf Sod"** will be made on a square foot (S.F.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment involved in the soil preparation and installation of big roll turf sod in accordance with the plans, details and specifications.
29. Payment for **"Furnish and Install Irrigation System"** will be made on a lump sum (L.S.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment involved in the installation of irrigation system complete and in-place in accordance with the plans, details and specifications.
30. Payment for **"Provide 90-Day Maintenance Period"** will be made on a square foot (S.F.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all the work involved and required in providing maintenance including but not limited to, planting and irrigation, debris removal, weed removal, plant replacement, re-seeding, irrigation repair, fertilization, in accordance with the plans, details and specifications

DESIGNATION OF SUBCONTRACTORS

In compliance with the Public Contract Code, Sections 4104-4144, the undersigned submits the following complete list of each subcontractor who will perform work or labor or render services in or about the construction in an amount in excess of 1/2 of 1% of said total bid.

PORTION OF THE WORK                      SUBCONTRACTOR                      ADDRESS

- Fencing                      FenceCorp, Inc                      882 Main st. Riverside, CA 92501
- Survey                      Precision Engineering Surveyors                      7231 Boulder Ave #531 Highland, CA 92346
- Install shelters                      Evergreen Environment, Inc.                      4051 Agate st. Riverside, CA 92509
- Fabric shelter                      USA shade + Fabric Structures, Inc.                      350 Kalmus Dr. Costa Mesa, CA 92626
- Landscape, Irrigation                      Land Engineering, Inc.                      3380 La Sierra Ave ste 104-585  
Riverside, CA 92503

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 \_\_\_\_\_

Type of Organization \_\_\_\_\_

Signed By \_\_\_\_\_ 

Title of Signer President Gregg Strumpf

Address of Bidder 13263 Yorba Ave. Chino, CA 91710

Telephone Number 909-590-2424

Contractor's License 826870 Classification A, B, C-27

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 Vigilant Insurance Company, as Surety, are hereby held and  
 firmly bound unto the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE,  
 hereinafter called the "Owner", in the sum of Ten Percent of Amount Bid dollars  
 (\$ 10% of Bid ) for the payment of which sum, well and truly to be made, were hereby  
 jointly and severally bind ourselves, our heirs, executors, administrators, successors and  
 assigns.

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

---

Perret Park Phase 2 Site Improvements

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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 26th day of May \_\_\_\_\_, 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: NANCY MELLON \_ SECRETARY

*Nancy Mellon*  
\_\_\_\_\_

\_\_\_\_\_ C.S. Legacy Construction, Inc.  
 \_\_\_\_\_ Corporate Principal  
 \_\_\_\_\_ 13263 Yorba Ave., Chino, CA 91710  
 \_\_\_\_\_ Business Address  
 By \_\_\_\_\_  
 \_\_\_\_\_ (Affix Corporate Seal)  
 Gregg Strumpf, President

Attest:

\_\_\_\_\_ Vigilant Insurance Company  
 \_\_\_\_\_  
 \_\_\_\_\_ Business Address  
 By \_\_\_\_\_  
 \_\_\_\_\_ (Affix Corporate Seal)  
 Kevin P. Reed, Attorney-in-Fact

The rate of premium on this bond is No Charge For Bid Bond per thousand. Total amount of premium charged, \$\_\_\_\_\_.

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

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of ORANGE

On May 26, 2011 before me, Brandon K. Grindel, Notary Public  
(Here insert name and title of the officer)

personally appeared Kevin P. Reed

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.

*[Handwritten Signature]*  
 Signature of Notary Public



### ADDITIONAL OPTIONAL INFORMATION

#### INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

DESCRIPTION OF THE ATTACHED DOCUMENT	
(Title or description of attached document)	
(Title or description of attached document continued)	
Number of Pages _____	Document Date <u>May 26, 2011</u>
(Additional information)	

CAPACITY CLAIMED BY THE SIGNER	
Individual (s)	
Corporate Officer	
(Title)	
<input type="checkbox"/> Partner(s)	
<input checked="" type="checkbox"/> Attorney-in-Fact	
<input type="checkbox"/> Trustee(s)	
<input type="checkbox"/> Other _____	



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

State of California

County of San Bernardino

On June 2, 2011 before me, Gloria Macias, Notary Public

Date

Here Insert Name and Title of the Officer

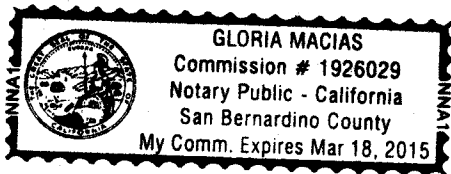
personally appeared Gregg Strumpf

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature: Gloria Macias

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: Bid Bond

Document Date: May 26, 2011 Number of Pages: \_\_\_\_\_

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

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

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

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

Corporate Officer -- Title(s): President

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

Individual

Individual

Partner --  Limited  General

Partner --  Limited  General

Attorney in Fact

Attorney in Fact

Trustee

Trustee

Guardian or Conservator

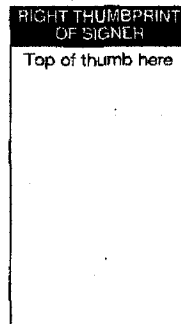
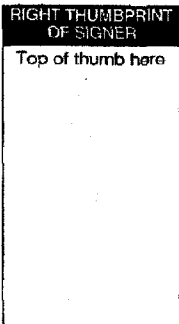
Guardian or Conservator

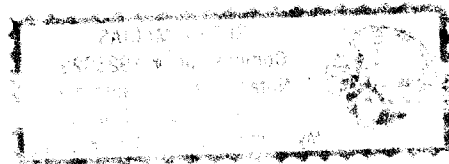
Other: \_\_\_\_\_

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

Signer Is Representing: CS Legacy Construction, Inc.

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







**Chubb  
Surety**

**POWER  
OF  
ATTORNEY**

**Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company**

**Attn: Surety Department  
15 Mountain View Road  
Warren, NJ 07059**

**Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Kevin P. Reed of Santa Ana, California**

each as their true and lawful Attorney-in-Fact to execute under each designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 15<sup>th</sup> day of February, 2007

  
Kenneth C. Wendel, Assistant Secretary

  
John P. Smith, Vice President

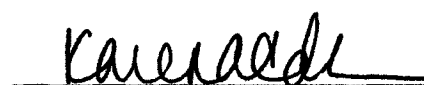
STATE OF NEW JERSEY  
County of Somerset

On this 15<sup>th</sup> day of February, 2007 before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by the authority; and that he is acquainted with John P. Smith, and knows him to be Vice President of said Companies; and that the signature of John P. Smith, subscribed to said Power of Attorney is in the genuine handwriting of John P. Smith, and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



**KAREN A. EDER**  
Notary Public, State of New Jersey  
No. 2231647  
Commission Expires Oct. 28, 2009

  
Notary Public

**CERTIFICATION**

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (1) the foregoing extract of the By-Laws of the Companies is true and correct,
- (2) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (3) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 26th day of May, 2011.



  
Kenneth C. Wendel, Assistant Secretary

**IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com**

NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE)

Gregg stumpf, being first duly sworn, deposes and says:

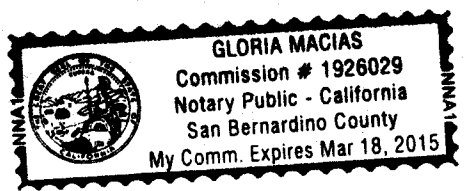
That he or she is President of C.S. legacy construction, Inc.

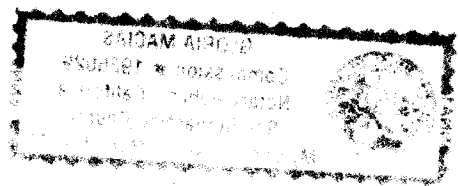
the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited 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]  
Signature Gregg stumpf  
President

Subscribed and sworn to before me this 2<sup>nd</sup> day of June, 2011

[Signature]  
Signature of Officer Administering Oath







## PERRET PARK PHASE II SITE IMPROVEMENTS BID RFI

This RFI Log should not be considered to be an addendum but rather answers to Contractor RFI's. If the responses required an addendum, then it is specified accordingly.

### RE: Answers to Requests for Information

**RFI #1** – Sheet L2, construction note 10 states the existing mulch is to be removed and replaced at the play area. The Contractor's proposal bid breakdown, line 23 calls for 60 CY of engineered wood fiber at play area. Please direct how we are to respond to these 2 notes.

**Answer** – When the shade system is installed over the play equipment, footings will need to be dug and poured. To do this the existing wood mulch in the play area must be removed then moved back in to the pit. In anticipation of some mulch "loss" we are requiring a bid item of 60 CY of engineered wood fiber play surfacing to "top off" the pit.

**RFI #2** – Please clarify note on sheet L3 which states:

"Note: The Contractor shall coordinate with the engineer to provide 120v electrical power and telephone service for the controller(s)" Does this note still apply?

**Answer** – No. This note reflects existing conditions. There is no need for a new electrical connection, controller, backflow device etc.

**RFI #3** – Section 300 – Earthwork

States that clear and grub is to be down to "12" below curb elevations". That seems excessive for this project. Please clarify if that is the intent for this project.

Also, as an alternative to removing the existing turf in a clear and grub operation. Would tilling the turf using a commercial tiller prior to regrading be an acceptable alternative?

**Answer** – The intent is full removal of the existing "turf" within the project limits. 12" is excessive. The expectation for removal is roughly 4" to fully eliminate existing turf and significant root system. Soil preparation/fine grading is required prior to installation of big roll sod. No, simply tilling existing turf is not acceptable, existing turf must be removed.

**RFI #4** – Section 300 – Earthwork

A) Specifications states to Clear & Grubb down 12" below top of curb (which in this case I would interpret as 12" below sidewalk?). That would mean the removal of approximately 2450 Cubic yards of existing soil. Is that your intent? How will that affect the root system of the existing trees? If that is your intent, that will leave quite a noticeable depression in the ground. We do not see any specs or notes about infilling this, other than the soil amendments.

Please clarify.

B) In addition, there is a requirement that the material removed be disposed of at a recycling center. Also we are to provide weight tickets as evidence of disposal of all green waste. For a project this size, that would be cost prohibitive to the County. This material would normally be brought to a landfill designed for this misc. material, and they don't weigh trucks, the charge by the load.

Please clarify.

**Answer –** A) See answer to question #3 above. B) If not load tickets, then some form of verifiable proof must be provided that the material was disposed of at a facility that separates processes and or is under contract with a green waste recycling center.

## REFERENCES

- 1. Eagle Glen Corner Drainage Improvements**  
Eagle Glen Apartments LLC  
c/o Mr. Michael S. Aimola  
J & M Realty Company  
1651 E. Fourth St. Suite 250  
Santa Ana, Ca. 92701  
(714) 285-1170  
(714) 285-1178 FAX  
Completed March, 2004, \$56,000.00
- 2. Santa Ana Zoo DG**  
Howard S. Wright Construction  
Mr. Greg Ahman  
18500 Von Karman Ave. Suite 420  
Irvine, Ca. 92012  
(949) 567-1909  
(949) 567-1917 FAX  
Completed April, 2004 \$52,000.00
- 3. Canada Vista Park Parking Lot Expansion**  
City of Rancho Santa Margarita  
Jacque Niemi  
30211 Avenida de las Banderas Suite 101  
Rancho Santa Margarita, Ca. 92688  
(949) 635-1800  
(949) 635-1840 FAX  
Completed May, 2004 \$351,577.49
- 4. Crown Valley Park Synthetic Soccer Field**  
City of Laguna Niguel  
Nicholas Renn  
27911 La Paz Road  
Laguna Niguel, Ca. 92677  
(949) 362-4341  
(949) 362-4385 FAX  
Completed June 2004 \$539,217.49



**5. Freeman, Bell, & Thornburg Park Playground Renovation**

City of Gardena  
Dave Negrete  
P.O. Box 47003  
Gardena, Ca. 90247  
(310) 217-9500  
(310) 217-9876  
Completed June 2004 \$355,069.90

**6. Delta Plant Fencing & Landscaping**

City of Monterey Park  
Mr. Elias Saykali  
320 W. Newmark Ave.  
Monterey Park, Ca. 91754  
(626) 307-1320  
(626) 307-2500 FAX  
Completed July 2004 \$120,580.00

**7. Eagle Glen Street Improvements**

Eagle Glen Apartments, LLC  
c/o Mr. Michael S. Aimola  
J & M Realty Co.  
1651 E. Fourth St. Suite 250  
Santa Ana, Ca. 92701  
(714) 285-1170  
(714) 285-1178  
Completed July 2004 \$153,250.00

**8. Ayala Park Temporary Parking Lot**

City of Chino  
Carolyn Baltzer, Asst. Project Coordinator  
P.O. Box 667  
Chino, Ca. 91708  
(909) 627-7577  
(909) 464-0799 FAX  
Completed 9/04 \$95,730.00

**9. Site Prep for 2 Relocatables @ New Ventures**

Huntington Beach Union High School District  
Nelson M. Cayabyab Director of Facilities  
10251 Yorktown Ave.  
Huntington Beach, Ca. 92646  
(714) 964-3339  
(714) 963-7684 FAX  
Completed 9/04 \$227,455.00  
DSA Inspected

**10. SR 79S Sidewalk Improvement Project**

City of Temecula  
Avlin R. Odviar Asst. Engineer  
P.O. Box 9033  
Temecula, Ca. 92589  
(951) 694-6411  
(951) 693-3929 FAX  
Completed 9/04 \$147,328.00

**11. Lincoln Ave. Median Landscape Improvements**

City of Buena Park  
Wood Nosome Asst. Engineer  
P.O. Box 5009  
Buena Park, Ca. 90622  
(714) 562-3676  
(714) 562-3677 FAX  
Completed 6/05 \$816,000.00

**12. Floe Packer Landscape Improvement**

City of Lake Forest  
Steve Velasco, Engineer  
(949) 461-3480  
(949) 461-3511 FAX  
25550 Commercentre Drive  
Lake Forest, Ca. 92630  
Completed 5/05 \$91,974.32

**13. Replacement of Lang Park Play Equipment**

City of Laguna Beach  
Derek Wieske, Asst. City Engineer  
505 Forest Ave.  
Laguna Beach, Ca. 92651  
(949) 497-3311  
(949) 497-0771 FAX  
Completed 1/05 \$182,299.00

**14. Edison High School SAC Addition**

**15. Huntington Beach High School Elevators**

Huntington Beach Union High School District  
10251 Yorktown  
Huntington Beach, Ca. 92646  
Nelson Cayabyab Director of Facilities  
(714) 964-3339  
(714) 963-7684 FAX  
Edison High School Completed 5/05 \$391,576.42  
Huntington Beach Elevators Completed 05/06 \$780,956.00

**16. Talega Recreation Center Phase 3**

Talega Partners  
951 Calle Negocio Suites D  
San Clemente, Ca. 92673  
Charlie Mallon Project Manager  
(949) 498-1366  
(949) 369-7659  
Complete 6/05 \$490,679.55

**17. Rancho San Jacinto Play Areas Imp.**

City of San Jacinto  
201 East Main St.  
San Jacinto, Ca. 92583  
Ray Sanchez / Pam Stull  
(951) 487-7342  
(951) 654-3728 FAX  
Completed 3/05 \$294,836.00

**18. Shady Grove Park**

City of Chino  
13220 Central Avenue  
Chino, CA 91708-0667  
Mike Knolling  
(909) 464-0768  
(909) 464-0799 FAX  
Completed 10/05 \$1,344,705.00

**19. Pinacate Middle School**

Perris Union High School District  
155 East Fourt Street  
Perris, Ca 92570  
Jeremy Chou  
(909) 987-0909  
Completed 2005 \$298,182.00  
DSA Inspected

**20. Monte Vista Splashpad**

City of Chino  
P.O. Box 667  
Chino, Ca 91708  
Arlene Salazar  
(909) 464-0770  
(909) 590-5581 Fax  
Completed 4/06 \$227,187.12

**21. Playground Retrofit**

City of Chino  
13220 Central Ave.  
Chino, CA 91708-0667  
Carolyn Baltzer  
(909) 627-7577  
(909) 464-0799 FAX  
Completed 12/05 \$285,965.00

**22. Starshine Park**

City of Diamond Bar  
21825 Copley Drive  
Diamond Bar, CA 91765-4177  
Ryan Wright  
(909) 839-7072  
(909) 861-3117 FAX  
Completed 06/05 \$269,337.00

**23. Sycamore Canyon Park**

City of Diamond Bar  
21825 Copley Drive  
Diamond Bar, CA 91765-4177  
Ryan Wright  
(909) 839-7072  
(909) 861-3117 FAX  
Est. Completion 01/06 \$462,373.52

**24. Rancho San Jacinto Basins**

City of San Jacinto  
201 East Main St.  
San Jacinto, Ca. 92583  
Ray Sanchez / Pam Stull  
(951) 487-7342  
(951) 654-3728 FAX  
Completed 07/05 \$868,589.12

**25. Victoria Gardens Lane Median**

City of Rancho Cucamonga  
10500 Civic Center Drive  
Rancho Cucamonga, CA 91729-0807  
Jerry Dyer  
(909) 477-2700  
(909) 477-2849 FAX  
Completed 12/05 \$155,482.00

**26.MM O'Neil Park**

City of Mission Viejo  
200 Civic Center  
Mission Viejo, CA 92691  
Keith Rattay  
(949) 470-3000  
(949) 581-0983 FAX  
\$718,029.96

**27.ATL Building Irrigation & Landscape**

Chaffey College  
5885 Haven Ave.  
Rancho Cucamonga, CA 91737  
Sarah Riley  
(909) 477-8547  
(909) 477-8571 FAX  
Completed 05/06 \$286,910.61

**28. YMCA Daycare Center**

City of Mission Viejo  
200 Civic Center  
Mission Viejo, CA 92691  
Jerry Hill  
(949) 470-3052  
(949) 581-0983 FAX  
Completed 04/06 \$239,542.00

**29.Grass Playfields**

Long Beach Community College  
4901 E. Carson Street  
Long Beach, CA 90808  
Sandy Mathis  
(562) 938-4111  
(562) 938-4118 FAX  
Completed 05/06 \$520,247.88

**30.Yucca Park**

City of Los Angeles  
200 N. Spring Street  
Los Angeles, CA 90012  
Contact: Richard Chang  
(213) 978-1912  
(213) 978-1901 Fax  
Completed 10/06 \$574,960.24

**31. Fullerton High School Landscape**

**32. Fullerton High School Site Work**

Erickson-Hall Construction Co.

1021 W. Bastanchury #110

Fullerton, CA 92833

Contact: Santosh Mhapsekar

(714) 738-4995

(714) 738-5194 Fax

Fullerton High School Landscape Completed 03/06 \$113,051.00

Fullerton High School Site Work Completed 03/06 \$239,422.00

**33. Brea Blvd. Median Landscape**

City of Brea

1 Civic Center Circle

Brea, CA 92821

Contact: Raul Lising

(714) 671-4450

(714) 990-2258 Fax

Completed 08/06 \$1,344,650.00

**34. Villegas Park Improvements**

**35. Monroe Street Wall**

**36. Sidewalk Curb & Gutter**

City of Riverside

3900 Main Street

Riverside, CA 92522

Contact: Daniel J. Simmons

(951) 826-5591

(951) 826-5542 Fax

Villegas Park Imp. Completed 2006 \$306,523.00

Monroe Street Wall Completed 10/2006 \$200,679.00

Sidewalk Curb & Gutter Completed 10/2006 \$948,142.00

**37. Teen Square Improvements**

City of Lynwood

11330 Bullis Road

Lynwood, CA 90262

Contact: Jorge Roque

(310) 603-0220

(310) 635-0493 Fax

Completed 10/06 \$470,047.00

**38. Freeway Beautification**

City of Riverside  
3900 Main Street  
Riverside, CA 92522  
Contact: Daniel J. Simmons  
(951) 826-5591  
(951) 826-5542 Fax  
Completed 09/06 \$245,685.00

**39. Veterans Memorial**

City of Paramount  
16400 Colorado Ave.  
Paramount, CA 90723-5012  
Contact: Jack Perich  
(562) 220-2000  
(562) 630-6731 Fax  
Completed 10/06 \$995,680.77

**40. Lincoln St. Park**

City of Lake Elsinore  
130 S Main St.  
Lake Elsinore, Ca 92530  
Dave Solomon  
(951) 674-87-61  
(951) 674-3124 Fax  
Completed 3/07 \$769,634.40

**41. Mistletoe Park Imp.**

City of San Jacinto  
248 E. Street  
San Jacinto, Ca 92583  
Contact: Mike Emberton  
(951) 654-4041  
(951) 487-7382  
Completed 02/07 \$220,966.60

**42. Ramsey Street Medians**

City of Banning  
99 E. Ramsey Street  
Banning, Ca 92220  
Contact: Arturo Vela  
(951) 922-3130  
(909) 922-3141 Fax  
Completed 05/07 \$914,522.00

**43. Alicia Parkway Medians**

City of Laguna Hills  
24035 El Toro Road  
Laguna Hills, Ca 92653  
Contact: Kenneth Rosefield  
(949) 707-2650  
(949) 707-2633  
Completed 05/07 \$434,021.89

**44. Foothill Blvd. Medians**

Lewis Operating Corporation  
1156 North Mountain Ave.  
P.O. Box 670  
Upland, Ca 91785  
Contact: Stacy Lin  
(909) 985-0971  
Completed 05/07 \$166,373.29

**45. Foothill Blvd. Perimeter**

Lewis Operating Corporation  
1156 North Mountain Ave.  
P.O. Box 670  
Upland, Ca 91785  
Contact: Stacy Lin  
(909) 985-0971  
Completed 05/07 \$475,333.22

**46. Chino Hills Pkwy Monument**

City of Chino Hills  
2001 Grand Avenue  
Chino Hills, Ca 91709  
Contact: Anne Dutrey  
(909) 364-2760  
(909) 364-2791 Fax  
Completed 4/07 \$300,175.00

**47. Laguna Niguel Amphitheater**

City of Laguna Niguel  
27791 La Paz Road  
Laguna Niguel, Ca 92677  
Contact: Nicholas Renn  
(949) 362-43414  
Completed 5/07 \$157,900.00



**48.Chapman Ave and Katella Ave Streetscape**

City of Stanton  
7800 Katella Ave  
Stanton, Ca 90680  
Contact: Sean Crumby  
(714) 379-9222 Ext. 204  
(714) 890-3123 Fax  
Completed July 2007 \$905,480.50

**49.Cerritos Ave Streetscape**

City of Stanton  
7800 Katella Avenue  
Stanton, Ca 90680  
Contact: Sean Crumby  
(714) 379-9222 Ext.204  
Completed 9/07 \$1,059,468.62

**50.Foglesong Park**

City of Barstow  
220 East Mountain View Street  
Barstow, Ca 92311  
Contact: Jeanette Hayhurst  
(760)255-5146  
(760) 760-256-5621  
Completed 02/08 \$381,825.00  
Percent Completed 100%

**51.Las Flores Park**

City of Malibu  
23815 Stuart Ranch Road  
Malibu, Ca 90265  
Contact: Arthur Aladjajian  
(310) 456-2489  
(310) 456-3356 Fax  
Completed 09/08 2,040.673.00

**52.Serrano Creek Play Structure**

City of Lake Forest  
25550 Commercentre Dr.  
Lake Forest, Ca 92630  
Contact: Jesse Caballero  
(949) 855-5764  
(949) 855-7050 Fax  
Completed 12/07 \$417,545.32

**53.Thompson Basketball Park**

City of Oxnard  
305 West Third Street  
Oxnard, Ca 93030  
Contact:Patricia C. Friend  
(805) 385-7821  
(805)805-385-8329 Fax  
Completed 11/07 \$200,462.85

**54.College Park**

City of Oxnard  
1060 Pacific Avenue. Building 2  
Oxnard, Ca 93030  
Contact: Patricia C. Friend  
(805) 385-7821  
(805) 385-8329 Fax  
Completed 4/08 2,343,473.50

**55.Whittier High School Quad**

Whittier Union High School District  
9401 So. Painter Ave.  
Whittier, Ca 90605  
Contact: Doug Orndorff  
(562) 698-8121 Ext 1537  
Completed 08/2008 \$1,009,783.00

**56.Meadows Park**

City of Lynwood  
11330 Bullis Road  
Lynwood, Ca 90262  
Contact: Arsenio Frontela  
(310) 603-0220  
(310) 635-0493  
Completed 9/08 \$1,473,593.20

**57.Hesperia Civic Plaza**

City of Hesperia  
9700 Seventh Ave.  
Hesperia, Ca 92345  
Contact: David R. Burkett  
(760) 947-1202  
Completed 9/2008 \$3,500,000.00

**58. Garcia Park**

City of Rancho Cucamonga  
10500 Civic Center Dr.  
Rancho Cucamonga, Ca 91729  
Contact: Cathy Dawson  
(909) 477-2740 Ext. 4080  
(909) 477-2746 Fax  
Completed 09/08 \$1,831,717.25

**59. Westmister H.S. Parking Lot**

Huntington Beach U.H.S.D  
5832 Bolsa Ave.,  
Huntington Beach, Ca 92646  
Contact: Celia Taylor  
(714) 903-7000  
(714) 372-8105  
Completed 01/09 \$854,832.00

**60. 1000 Palms Community Park**

Riverside County Redevelopment  
C/O Ian Davison Landscape Architecture, Inc.  
3744 Tenth St. Suite 200  
Riverside, Ca 92501  
Contract: Ian Davison  
(951) 683-1282  
(951) 683-4352  
Completed 12/08 \$ 775,000.00

**61. Moorpark College Walkway**

Ventura Community College  
C/O Heery  
103 Durley Avenue  
Camarillo, Ca 93010  
Contact: Dick Jones  
(805) 384-8152  
(805) 384-8155  
Completed 12/08 \$359,956.00

**62. Banning Parking Lot**

City of Banning  
99 E. Ramsey Street  
Banning, Ca 92220  
Contact: Holly Stuart  
(951) 922-3138  
(951) 922-3141  
Completed 12/08 \$961,941.00

**63. Huntington Beach HS Tennis Courts**

Huntington Beach  
Union High School District  
5832 Bolsa Ave  
Huntington Beach, Ca 92649  
Contact: Celia Taylor  
(714) 903-7000  
(714) 372-8105  
Completed 03/2009 \$1,475,370.00

**64. Downtown Infrastructure**

City of Indio  
100 Civic Center Mall  
Indio, Ca 92201  
Contact: Mariano Aguire  
(760) 541-4230  
(760) 391-4021  
Completed 09/2009 \$3,550,000.00

**65. Whit Carter Park**

City of Lancaster  
44933 Fern Ave  
Lancaster, Ca 93534  
Contact: Raymond M. Hunt  
(661) 945-6865  
(661) 952-5374  
Completed 09/2009 \$3,600,000.00

**66. Soccer Field**

Beverly Hills Unified School District  
255 S. Lasky Drive  
Beverly Hills, Ca 90212  
Contact: Arturo Arce  
(310) 550-8049  
(310) 551-0287  
Completed 05/2009 \$363,935.00

**67. Veterans Park Sports**

City of Colton  
650 N. La Cadena Dr  
Colton, Ca 92324  
Contact: Thomas I Williams  
(909) 370-5099  
Completed 11/2009 \$3,500,000.00

**68. South Laguna Streetscape**

City of Laguna Beach  
505 Forest Ave  
Laguna Beach, Ca 92651  
Contact: Lisa M. Penna  
(949) 497-0792  
Completed 11/2009 \$848,282.00

**69. Marina High School Courts**

Huntington Beach U.H.S.D  
5832 Bolsa Ave  
Huntington Beach, Ca 92649  
Contact: Celia Taylor  
(714) 903-7000  
Completed 10/2009 \$1,268,639.00

**70. Thundersky Park**

City of Riverside  
3900 Main Street  
Riverside, Ca 92522  
Contact: Andrew Emery  
(951) 826-5311  
Completed 10/2009 \$1,259,000.00

**71. Mary Van Dyke Park**

City of South El Monte  
1415 N. Santa Anita Avenue  
South El Monte, Ca 91733  
Contact: Norma Macias  
(626) 579-6540  
Completed 12/2009 \$1,259,000.00

**72. Prime Desert Pavilion**

City of Lancaster  
44933 Fern Ave  
Lancaster, Ca 93534  
Contact: Neal Knopik  
(661) 72-6000  
Completed 10/2009 \$145,674.00

**73. Robinson Park**

City of Pasadena  
100 North Garfield Avenue  
Pasadena, Ca 91109  
Contact: Steven L. Wright  
(626) 744-7389  
Completed 12/2009 \$ 2,459,699.00

**74. Westminster H.S. South Parking Lot**  
Huntington Beach Union High School District  
5832 Bolsa Avenue  
Huntington Beach, Ca 92649  
Contact: Celia Taylor  
(714) 903-7000  
Completed 10/2009 \$ 1,065,526.00

**75. Huntington Beach H.S. Fire lane**  
Huntington Beach Union High School  
5832 Bolsa Ave  
Huntington Beach, Ca 92649  
Contact: Nelson Cayabyab  
(714) 903-7000  
Completed 10/2009 \$664,687.00

**76. Villa & Singer Restrooms**  
City of Pasadena  
100 North Garfield Avenue  
Pasadena, Ca 91109  
Contact: Steven L. Wright  
(626) 744-7389  
Completed 7/2010 \$458,855.00

**77. Taft College Courtyard**  
West Kern Community College District  
C/O AP Architects  
3434 Truxtun Ave. Suite 240  
Bakersfield, Ca 93301  
Contact: Maggie Franco  
(661) 327-1690  
(661) 327-7204  
Completed 05/2010 \$1,585,150.00

**78. Allan Hancock College**  
Allan Hancock College  
800 S. College Drive Bldg B  
Santa Maria, Ca 93454  
Contact: Linda Shelby  
(805) 922-6966  
Completed 05/2010 \$1,443,928.00

**79.Lake Skinner Improvements**

Riverside County Regional Park & Open - Space District

4600 Crestmore Rd

Riverside, Ca 92509

Contact: Jason Plotkin

(951) 955-0169

(951) 955-1383

Completed 7/2010 \$4,162,378.55

**80.West Downtown Pedestrian Improvement**

City of Santa Barbara

630 Garden Street

Santa Barbara, Ca 93102

Contact: Eric Maple

(805) 564-5377

(805) 897-2613

Completed 04/2011 \$2,299,220.00

**81.Fairmount Park Universal Play Area**

City of Riverside

3900 Main Street

Riverside, Ca 92522

(951) 826-2000

(951) 826-2005

Contact: Andy Emery

Completed 06/2010 \$2,207,907.00

**82.Palm Dr & Pierson Streetscape**

City of Desert Hot Springs

65-950 Pierson Blvd

Desert Hot Springs

(760) 329-6411

(760) 288-0606

Contact: Jonathan Joy

Completed 06/2010 \$3,221,889.93

**83.Eastside Box & Woodward Parks**

City of Yorba Linda

4845 Casa Loma Avenue

Yorba Linda, Ca 92885

Steve Campbell

(714) 961-7168

Completed 06/2010 \$1,067,515.41

**84. Peck Park**

City of Los Angeles  
1149 South Broadway  
Los Angeles, Ca 90015  
(213) 847-1922  
Contact: Mary Carter  
Still Working  
Original Contract \$3,636,946.00

**85. Pioneer High School Sitework – Quad**

Whittier Union High School District  
9401 S Painter Ave  
Whittier, Ca 90605  
(562) 698-8121  
Contact: Stephanie Ruterbeck  
Completed 09/2010  
Original Contract \$1,088,487.00

**86. MT. Sac Upgrade Field**

Mt. San Antonio College  
1100 North Grand Avenue  
Walnut, Ca 91789  
(909) 594-5611  
Contact: Teresa Patterson  
Completed 10/2010  
Original Contract \$ 485,847.00

**87. El Toro Park Renovation**

City of Lake Forest  
25550 Commercentre Dr Suite 100  
Lake Forest, Ca 92630  
(949) 461-3400  
Contact: Luis Estevez  
Completed 09/2010  
Original Contract \$ 563,681.00

**88. Van Wig Courtyard Renovation**

Bassett Unified School District  
904 N. Willow Ave  
La Puente, Ca 91746  
(626) 839-9300  
Contact: Wilson Vasconez  
Completed 10/2010  
Original Contract \$ 648,276.00



**89. Hunter Hobby Park**

City of Riverside  
3900 Main St  
Riverside, Ca 92522  
(951) 826-2012  
(951) 826-2038  
Contact: Ewina Lau  
Still Working  
Original Contract \$4,754,813.00

**90. Costa Mesa High School**

Newport – Mesa Unified School District  
2985 – A Bear Street  
Costa Mesa, Ca 92626  
(714) 424-5000  
Contact: James Lamond  
Completed: 09/2009  
Original Contract \$ 369,072.00

**91. Sepulveda Basin Sports Complex**

City of Los Angeles  
221 N. Figueroa St. Ste 1510  
Los Angeles, Ca 90012  
(213) 202-2640  
Contact: Mary E Alvarez  
Still Working  
Original Contract \$ 7,301,548.00

**92. Corona Del Mar High School**

Newport Mesa Unified School District  
2985 – A Bear Street  
Costa Mesa, Ca 92626  
(714) 424-5000  
Contact: Jeffery Trader  
Still Working  
Original Contract \$916,155.00

**93. Multi-Site Track & Field Improvements**

Huntington Beach Unified H.S.D.  
5832 Bolsa Ave  
Huntington Beach, CA 92649  
(714) 903-7000 x 4359  
Contact: Celia Taylor  
Completed 05/2011 3,208,884.00

**94. Atwater Park**

City of Los Angeles  
221 N Figueroa Street  
Los Angeles, Ca 90012  
(213) 202-2640  
Contact: Mary E Alvarez  
Still Working  
Original Contract: 2,170,632.00

**95. Pier Bowl Lighting**

City of San Clemente  
910 Calle Negocio  
San Clemente, Ca 92673  
(949) 361-8267  
Contact: Tim Shaw  
Still Working  
Original Contract: 1,326,322.00

**96.4<sup>th</sup> Avenue Park**

County of Los Angeles  
4800 Cesar E Chavez Avenue  
Los Angeles, Ca 90022  
(323) 260-3449  
Contact: Jeffrey Biben  
Still Working  
Original Contract: 3,866,188.00

**97. College Park**

City of Oxnard  
1060 Pacific Avenue  
Oxnard, Ca 93030  
(805) 385-7821  
Contact: Patricia Friend  
Still Working  
Original Contract: 11,056,475.00

**98. Doty Trust Park**

City of Riverside  
3900 Main Street  
Riverside, Ca 92522  
(951) 826-2000  
Contact: Andy Emery  
Still Working  
Original Contract: 3,531,462.00

**99.Gibson Mariposa Park**

City of El Monte

11333 Valeey Blvd

El Monte, Ca 91731

(626)580-2058

Contact: James Enriquez

Still Working

Original Contract 2,905,629.00

Percent Completed 10%

13263 Yorba Ave.,  
Chino, CA 91710  
Phone (909) 590-2626  
Fax (909) 590-4117  
License No. 826870  
Class A, B, C-27

Sealed bid for Perret Park Improvements  
Phase II  
Project Address: 32938 Perret Boulevard,  
Lake Elsinore, Ca 92530

Project No. 1327

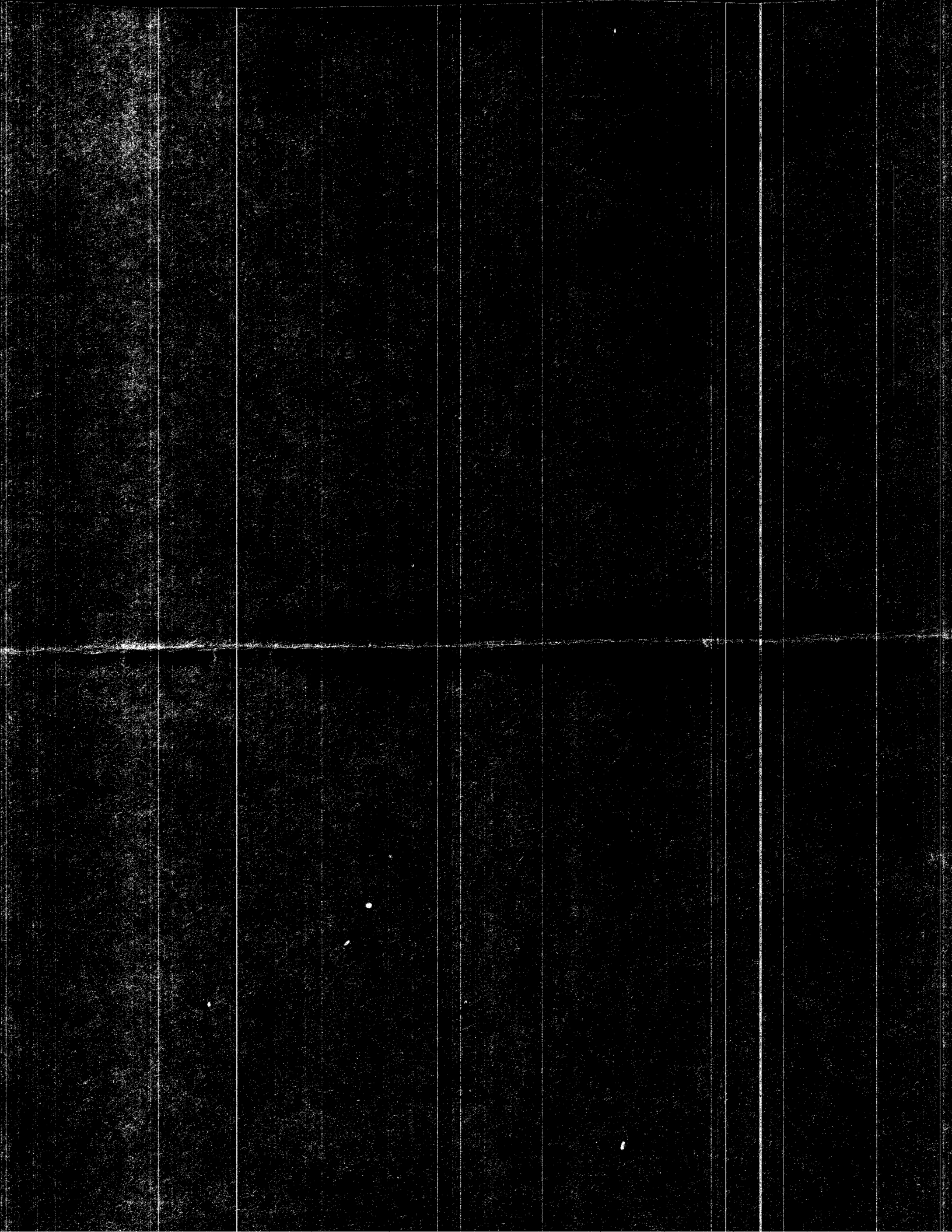
Bid Date: 6/2/11

**DO NOT OPEN WITH REGULAR MAIL**  
County of Riverside  
Attn: Clerk of the Board of Supervisors  
1<sup>st</sup> Floor  
4080 Lemon St  
Riverside, Ca 92501  
**DO NOT OPEN WITH REGULAR MAIL**

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

RECEIVED RIVERSIDE COUNTY  
CLERK/BOARD OF SUPERVISORS

2011 JUN -2 AM 17:49



## INSTRUCTIONS TO BIDDER

- A. **COMMUNICATION:** All communication **will be in writing**, no phone calls or other verbal communication will be allowed.

Bidders may submit questions or request clarifications of any aspect of the proposal process or proposed construction on the form provided title "Request for Information" (RFI). RFI's may be faxed, mailed or delivered to the person designated as the contact. All RFI's and the Owner's answers to RFI's will be complied, faxed and mailed to all registered bidders as soon as possible. To be considered, all RFI's shall be submitted in writing by 5:00 p.m. a minimum of **ten (10) working days** prior to bid date. The person submitting the request will be responsible for its prompt delivery.

All requests shall be submitted as single RFI's for one particular question or subject. Multiple requests per form may or may not be considered at the discretion of the Owner or Owner's representative.

- B. **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.

- C. **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  
**PERRET PARK IMPROVEMENTS PHASE II**

PROJECT ADDRESS:

**32938 Perret Boulevard, Lake Elsinore, CA 92530**

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

- D. **INTERPRETATION OF THE DOCUMENTS:** Discrepancies in and omissions from the plans, specifications or other contract documents, or questions as to their meaning shall, at once, be brought to the attention of the Owner. 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 Architect.
- E. **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.
- F. **OWNERS RESERVATION OF RIGHTS:** The Owner reserves the right to reject any or all proposals and to waive any informality in a bid or in the bidding. No bidder may withdraw his bid for a period of sixty (60) days after the time set for the opening thereof.

- G. **BIDDERS CHECK OR BOND:** Each proposal must be accompanied by a certified or cashier's 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 F above, and to the successful bidder upon execution of the contract documents.

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

- H. **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.
- I. **ADDITIONAL INFORMATION:** The Owner reserves the right to require of 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.
- J. **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.
- K. **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.
- L. **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.
- M. **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.
- N. **TIME OF COMPLETION:** Time of completion of project is **one hundred (120)** working days from the date specified in the NOTICE TO PROCEED issued by the Owner.
- O. **BIDS:** Under the bidding items listed on Contractors Proposal, bidders shall state prices for bid given herein after:
1. Base Bid shall be the entire work complete in accordance with the drawings and specifications.

### CONTRACTORS PROPOSAL

TO THE GOVERNING BOARD OF  
THE REDEVELOPMENT AGENCY  
FOR THE COUNTY OF RIVERSIDE

Date 6/1/11

Avi-Con, Inc. dba CA Construction  
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 and the General Conditions for PERRET PARK IMPROVEMENTS PHASE II, 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. N/A Date \_\_\_\_\_  
 Addendum No. N/A Date \_\_\_\_\_  
 Addendum No. N/A Date \_\_\_\_\_

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

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in Figures) Dollars/Cents
1	Mobilization	LS	1	10,000.-	10,000.-
2	Construction Surveying	LS	1	5,000.-	5,000.-
3	Clear and grub, per plan and specifications	SF	67,130	.15	10,069.50
4	Remove existing barrier	EA	4	<del>500.-</del>	<del>2000.-</del>
5	Sawcut and remove existing 6" concrete curb	LF	42	40.-	1,680.-
6	Site grading export material per plans, details and specifications	LS	1	<del>15,000.-</del>	<del>15,000.-</del>
7	Temporary Erosion Control	LS	1	3,000.-	3,000.-
8	Furnish & install 4" thick concrete with broom finish per plans, details and specs	SF	2,668	4.75	12,673.-
9	Furnish & Install 6" concrete mowcurb	LF	40	25.-	1,000.-
10	Furnish & Install 8" concrete curbing under fencing	LF	200	20.-	4,000.-
11	Furnish & install complete 6' high vinyl coated chain link fence per plans, details and specifications	LF	200	50.-	10,000.-



Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in Figures) Dollars/Cents
12	Furnish & install chain link fabric (Vinyl Coated)	LF	45	23 <sup>-</sup>	1,035 <sup>-</sup>
13	Furnish & install 6' long A.D.A picnic table per plans, details and specifications	EA	4	2,500 <sup>-</sup>	10,000 <sup>-</sup>
14	Furnish & install 8' long A.D.A picnic table per plans, details and specifications	EA	4	3,000 <sup>-</sup>	12,000 <sup>-</sup>
15	Furnish & install barbeque per plans, details and specifications	EA	8	750 <sup>-</sup>	6,000 <sup>-</sup>
16	Furnish & install trash receptacle with lid and liner per plans, details and specifications	EA	8	500 <sup>-</sup>	4,000 <sup>-</sup>
17	Install relocated wooden barrier	EA	4	750 <sup>-</sup>	3,000 <sup>-</sup>
18	Remove & re-install boulders	EA	10	<del>2,000</del> 300	<del>20,000</del> 3,000
19	Furnish & install 16x16 shelter picnic shade structure complete and in place per plans, details and specifications	EA	4	30,000 <sup>-</sup>	120,000 <sup>-</sup>
20	Furnish & install shelter at play area complete and in place per plans, details and specifications	EA	1	30,000 <sup>-</sup>	30,000 <sup>-</sup>
21	Furnish & Install compacted/stabilized decomposed granite	SF	853	3.00	2,559 <sup>-</sup>
22	Furnish & Install non-stabilized decomposed granite	SF	137	3.00 <sup>-</sup>	411 <sup>-</sup>
23	Furnish & Install 6" Engineered wood fiber at play area (3217 SF)	CY	60	95 <sup>-</sup>	5,700 <sup>-</sup>
24	Furnish & install fine grading and soil amendments per plans, details and specifications	SF	66,309	.10	<del>6,630.90</del> 6,630.90 <sup>-</sup>
25	Furnish & install 24" box trees per plans, details and specifications	EA	12	354 <sup>-</sup>	4,248 <sup>-</sup>

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in Figures) Dollars/Cents
26	Furnish & install 15 gallon trees per plans, details and specifications	EA	8	125-	1,000-
27	Furnish & install 5 gallon shrubs per plans, details and specifications	EA	3	25-	75-
28	Furnish & install big roll turf sod per plan, details, and specifications	SF	66,309	.47	31,165.23
29	Furnish & install irrigation system complete and in place per plans, details and specifications	SF	66,309	.90	59,678.10
30	Furnish & install 90 day maintenance during plan establishment period per specifications	SF	66,309	.10	6,630.90

TOTAL SUM BID, ITEMS 1 THROUGH 30: Three hundred eighty one thousand  
 Words  
five hundred fifty five dollars and (\$ 381,555.63 )  
 Figures sixty three cents

**QUANTITIES OF WORK:**

The quantities of work or material stated in the unit price items of the Bid Schedule(s) are supplied only to give an indication of the general scope of the work. The RDA does not expressly nor by implication agree that the actual amounts of work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any unit price bid item, by an amount up to 25 percent of increase or decrease, without a change in the unit prices, and shall have the right to delete any bid item in its entirety, and receive full credit in the amount shown in the Bid Schedule for the deleted item of Work.

**Bids:** Bids are required for the entire work unless otherwise explicitly allowed in the bid documents. The amount of the bid for comparison purposes will be the total of all items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item.

The bidder shall set forth for each item of work in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

- a. As to lump sum items, the amount set forth in the "Total" column shall be the item price.
- b. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

## **PAYMENT FOR ITEMS**

The following bid items are included in the Bid Proposal for providing a method of payment:

1. Payment for **"Mobilization."** will be made on a lump sum (L.S.) basis, as specified in the bid schedule, which shall include but not be limited to all costs for labor, materials, equipment and permits/authorization for use of a construction staging area(s) or placement of a project trailer and providing temporary signage. Full compensation for complying with these requirements hereinabove shall be at a lump sum unit cost as indicated in the plans and specifications.
2. Payment for **"Construction Surveying"** will be made on a lump sum (LS) basis, as specified in the Bidder's Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment and incidentals required to provide construction surveying necessary to complete the project. This may include but not be limited to construction staking of proposed improvements
3. Payment for **"Clear and Grub"** will be made on a square foot (S.F.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all the work involved and required for clear and grub including removal and legal disposal of all materials.
4. Payment for **"Remove Existing barrier"** will be made on a per unit basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all the work involved and required the removal of the existing barrier and footings per plans and specifications.
5. Payment for **"Remove Existing 6" concrete curb"** will be made on a lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all the work involved and required in the removal of 6" concrete curb including footing, in accordance with the plans and specifications.
6. Payment for **"Site Grading Cut Material"** will be made on a lump sum (L.S.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, equipment, permits, and performing all the work involved and required in site grading cut materials, in accordance with the plans, details and specifications.
7. Payment for **"Temporary Erosion Control"** will be made on a lump sum (L.S.) basis, as specified in the bid schedule, which includes all costs for furnishing all labor, materials, tools, equipment, performing all the work involved and required in temporary erosion control, in accordance with the plans, details and specifications.
8. Payment for **"Furnish and Install 4" Thick Concrete w/Broom Finish"** will be made on a per square foot (S.F.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment and performing all the work involved and required in the construction of Portland Cement Concrete with broom finish as noted on plans; complete and in place, including subgrade preparation, forming, finishing, and restoring/repairing adjacent damaged sidewalk in accordance with the plans, details and specifications.

9. Payment for **"Furnish & Install 6" concrete mowcurb"** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all the work involved and required in providing 6" concrete curb in accordance with the plans, details and specifications.
10. Payment for **"Furnish & Install 8" concrete curbing under fencing"** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all the work involved and required in providing 8" concrete curb in accordance with the plans, details and specifications.
11. Payment for **"Furnish and Install complete 6' High vinyl Chain Link Fence"** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all the work involved and required in providing complete 6 vinyl coated chain link fence w/ posts, footings, fabric, rails, ties, caps, footings, and all other necessary components to complete fence installation in accordance with the plans, details and specifications.
12. Payment for **"Furnish and Install Chain-Link Fabric (Vinyl Coated) Replacement"** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all the work involved and required in providing chain link fence fabric with vinyl coated replacement in accordance with the plans, details and specifications.
13. Payment for **"Furnish and Install 6' A.D.A. Picnic Tables"** will be made on a per unit basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all the work involved and required in installing 6' A.D.A. picnic table in accordance with the plans, details and specifications.
14. Payment for **"Furnish and Install 8' A.D.A. Picnic Tables"** will be made on a per unit basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all the work involved and required in installing 8' A.D.A. picnic table in accordance with the plans, details and specifications.
15. Payment for **"Furnish and Install Barbeque"** will be made on a per unit basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all the work involved and required in installing barbeque including footings in accordance with the plans, details and specifications.
16. Payment for **"Furnish and install trash receptacles"** will be made on a per unit basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all work involved and required in installing trash receptacles including footings in accordance with the plans, details and specifications.
17. Payment for **"Relocate Existing Barrier"** will be made on a per unit basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all the work involved and required to relocation of the existing barrier per plans and specifications.

18. Payment for "**Remove and Re-install Existing Boulders**" will be made on a per unit basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all the work involved and required to relocation of the existing boulders per plans and specifications.
19. Payment for "**Furnish and Install shelter picnic shade structure**" will be made on a per unit basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment and performing all the work involved and required in furnishing and installing shelter including footings in accordance with the plans, details and specifications.
20. Payment for "**Furnish and Install shelter at play area**" will be made on a per unit basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment and performing all the work involved and required in furnishing and installing shade structure including footings at play area in accordance with the plans, details and specifications,
21. Payment for "**Furnish & Install compacted/stabilized decomposed granite**" will be made on a square foot (S.F.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment and performing all work involved and required in providing stabilized and compacted decomposed granite in accordance with the plans, details and specifications.
22. Payment for "**Furnish & Install non-stabilized decomposed granite**" will be made on a square foot (S.F.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment and performing all work involved and required in providing compacted non-stabilized decomposed granite in accordance with the plans, details and specifications.
23. Payment for "**Furnish & Install Engineered wood fiber at play area**" will be made on a cubic yard (C.Y.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment and performing all work involved and required in providing fine grading and soil preparation in accordance with the plans, details and specifications.
24. Payment for "**Fine Grading and Soil Preparations**" will be made on a square foot (S.F.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment and performing all work involved and required in providing fine grading and soil preparation/conditioning in accordance with the plans, details and specifications.
25. Payment for "**Furnish and Install 24" Box Trees**" will be made on a per unit basis, as specified in the bid schedule, which shall include costs for furnishing all labor, materials, tools, and equipment, and performing all work involved and required in installing 24" box trees including backfill mix, fertilizer tablets, staking and wood mulch around tree in accordance with the plans, details and specifications.
26. Payment for "**Furnish and Install 15 gal Trees**" will be made on a per unit basis, as specified in the bid schedule, which shall include costs for furnishing all labor, materials, tools, and equipment, and performing all work involved and

required in installing 15 gal. trees including backfill mix, fertilizer tablets, staking and wood mulch around tree in accordance with the plans, details and specifications.

27. Payment for **"Furnish and Install 5 gal Shrub"** will be made on a per unit basis, as specified in the bid schedule, which shall include costs for furnishing all labor, materials, tools, and equipment, and performing all work involved and required in installing 5 gal. shrubs including backfill mix, fertilizer tablets, in accordance with the plans, details and specifications.
28. Payment for **"Furnish and Install Big Roll Turf Sod"** will be made on a square foot (S.F.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment involved in the soil preparation and installation of big roll turf sod in accordance with the plans, details and specifications.
29. Payment for **"Furnish and Install Irrigation System"** will be made on a lump sum (L.S.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment involved in the installation of irrigation system complete and in-place in accordance with the plans, details and specifications.
30. Payment for **"Provide 90-Day Maintenance Period"** will be made on a square foot (S.F.) basis, as specified in the bid schedule, which shall include all costs for furnishing all labor, materials, tools, and equipment, and performing all the work involved and required in providing maintenance including but not limited to, planting and irrigation, debris removal, weed removal, plant replacement, re-seeding, irrigation repair, fertilization, in accordance with the plans, details and specifications







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.

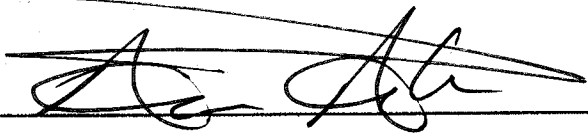
BID GUARANTEE

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 \_\_\_\_\_

Type of Organization \_\_\_\_\_

Signed By Aaron Avila



Title of Signer President/CEO

Address of Bidder 981 Iowa Avenue Suite A Riverside, CA 92507

Telephone Number \_\_\_\_\_

Contractor's License 588602 Classification A, B, D06

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 (1) \_\_\_\_\_, as Surety, are hereby held and firmly bound unto the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, hereinafter called the "Owner", in the sum of (2) \_\_\_\_\_ 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. (1) First National Insurance Company of America (2) not to exceed ten percent (10%) of the total bid amount.

WHEREAS, the said Principal is herewith submitting its proposal for the construction of Perret Park Improvements Phase II

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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 1st day of June, 2011, 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:

\_\_\_\_\_  
AVI-CON, Inc. dba CA Construction  
Corporate Principal

\_\_\_\_\_  
981 Iowa Ave., Suite A, Riverside, CA 92507  
Business Address

By \_\_\_\_\_  
(Affix Corporate Seal)

\_\_\_\_\_  
Naomi Avila, CFO

Attest:

\_\_\_\_\_  
First National Insurance Company of America  
Corporate Principal Surety

\_\_\_\_\_  
333 City Blvd. West, Suite 300, Orange, CA 92868

\_\_\_\_\_ Business Address

By \_\_\_\_\_  
(Affix Corporate Seal)  
Julia B. Gladding, 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.)