

POWER OF ATTORNEY

First National Insurance Company of America  
1001 4th Avenue  
Suite 1700  
Seattle, WA 98154

KNOW ALL BY THESE PRESENTS:

No. 12417

That FIRST NATIONAL INSURANCE COMPANY OF AMERICA, a Washington corporation, does hereby appoint

\*\*\*\*\*KENNETH A. COATE; JULIA B. GLADDING; Riverside, California\*\*\*\*\*

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind FIRST NATIONAL INSURANCE COMPANY OF AMERICA thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, FIRST NATIONAL INSURANCE COMPANY OF AMERICA has executed and attested these presents

this 21st day of March, 2009

Dexter R. Legg, Secretary

Timothy A. Micolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of FIRST NATIONAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of FIRST NATIONAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

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

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of FIRST NATIONAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this day of JUN 01 2011



Dexter R. Legg, Secretary

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On JUN 01 2011 before me, Stephanie D. Montague, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Julia B. Gladding  
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

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

### Description of Attached Document

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

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

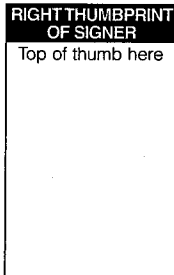
Signer(s) Other Than Named Above: \_\_\_\_\_

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

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

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

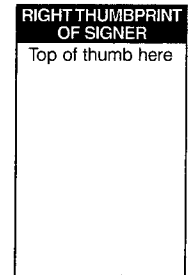
Signer Is Representing: \_\_\_\_\_



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

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

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



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On June 1, 2011 before me, Stephanie D. Montague, Notary Public  
Date Here Insert Name and Title of the Officer

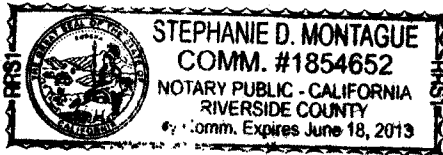
personally appeared Naomi Avila  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

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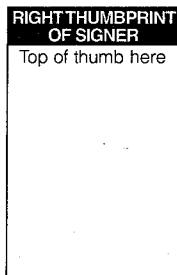
Signer(s) Other Than Named Above: \_\_\_\_\_

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

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

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

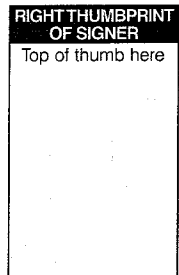
Signer Is Representing: \_\_\_\_\_



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

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

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



NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)

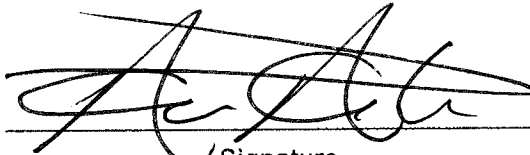
COUNTY OF RIVERSIDE)

Aaron Avila, being first duly sworn, deposes and says:

That he or she is President/CEO of

Avi-Con, Inc. dba CA Construction

the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any depository, or to any member of agent thereof to effectuate a collusive or sham bid.

  
Signature

Subscribed and sworn to before me this 1st day of June, 2011

(Attached)  
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 \_\_\_\_\_

Name of Secretary of Corporation \_\_\_\_\_

Corporation is organized under the laws of the state of \_\_\_\_\_

Firm Name \_\_\_\_\_

Signature \_\_\_\_\_

Title of Office \_\_\_\_\_

Address \_\_\_\_\_

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

AFFIX  
SEAL

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  
(Corporate Seal)

Title \_\_\_\_\_  
(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 \_\_\_\_\_

Title \_\_\_\_\_

It's Attorney in Fact

(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: \_\_\_\_\_

        *Arion A. Avila*                      6/1/11          
        Arion A. Avila                      President          
        Avi-Con, inc dba CA Construction          
        981 Iowa Ave, Suite A          
        Riverside, CA 92507        

(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

AVI-CON INC.  
DBA CA CONSTRUCTION  
981 Iowa Ave, Suite A Riverside, CA 92507

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

RECEIVED RIVERSIDE COUNTY  
CLERK OF BOARD OF SUPERVISORS  
2011 JUN -2 AM 10:55

Sealed bid for Proj  
Perris Park Improv  
Phase II

~~Attn:~~ Clerk of The Board  
County of Riverside  
4080 Lemon Street  
Riverside, CA 92507  
For F1006

## CONTRACTORS PROPOSAL

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

Date 6-2-2011

NATIVE TERRA LANDSCAPING  
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	22,917.25	22,917.25
2	Construction Surveying	LS	1	\$500.00	8500.00
3	Clear and grub, per plan and specifications	SF	67,130	.55	36,921.50
4	Remove existing barrier	EA	4	300.00	1200.00
5	Sawcut and remove existing 6" concrete curb	LF	42	3.00	126.00
6	Site grading export material per plans, details and specifications	LS	1	8500.00	8500
7	Temporary Erosion Control	LS	1	7200.00	7200.00
8	Furnish & install 4" thick concrete with broom finish per plans, details and specs	SF	2,668	5.00	13,340
9	Furnish & Install 6" concrete mowcurb	LF	40	6.50	260.00
10	Furnish & Install 8" concrete curbing under fencing	LF	200	25.00	5,000.00
11	Furnish & install complete 6' high vinyl coated chain link fence per plans, details and specifications	LF	200	65.00	13,000

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	105.00	4725.00
13	Furnish & install 6' long A.D.A picnic table per plans, details and specifications	EA	4	1500.00	6,000.00
14	Furnish & install 8' long A.D.A picnic table per plans, details and specifications	EA	4	1800.00	7,200.00
15	Furnish & install barbeque per plans, details and specifications	EA	8	1400.00	11,200.00
16	Furnish & install trash receptacle with lid and liner per plans, details and specifications	EA	8	350.00	2800.00
17	Install relocated wooden barrier	EA	4	200.00	800.00
18	Remove & re-install boulders	EA	10	350.00	3500.00
19	Furnish & install 16x16 shelter picnic shade structure complete and in place per plans, details and specifications	EA	4	21,000.00	84,000.00
20	Furnish & install shelter at play area complete and in place per plans, details and specifications	EA	1	48,000.00	48,000.00
21	Furnish & Install compacted/stabilized decomposed granite	SF	853	10.00	8,530.00
22	Furnish & Install non-stabilized decomposed granite	SF	137	6.00	822.00
23	Furnish & Install 6" Engineered wood fiber at play area (3217 SF)	CY	60	65.10	3906.00
24	Furnish & install fine grading and soil amendments per plans, details and specifications	SF	66,309	.15	<del>9,946.35</del> 9,946.35
25	Furnish & install 24" box trees per plans, details and specifications	EA	12	200.00	2,400.00

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	120. <sup>00</sup>	960. <sup>00</sup>
27	Furnish & install 5 gallon shrubs per plans, details and specifications	EA	3	104. <sup>00</sup>	312. <sup>00</sup>
28	Furnish & install big roll turf sod per plan, details, and specifications	SF	66,309	.41	27,186.69
29	Furnish & install irrigation system complete and in place per plans, details and specifications	SF	66,309	.65	43,100.95
30	Furnish & install 90 day maintenance during plan establishment period per specifications	SF	66,309	.104	2652.36

TOTAL SUM BID, ITEMS 1 THROUGH 30: THREE HUNDRED EIGHTY  
Words

FIVE THOUSAND DOLLARS (\$ 385,000.<sup>00</sup>)

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

Grading / Turf Removal	Triston	2531 S. Industrial Drive, Bloomington
Concrete	Sixth Sun Concrete	1330 Central Ave, Modesto, CA
Fencing	Ross Fence Inc	1918 Spruce Street, Riverside, CA
Surveying	Precision Engineering	7231 Boulder Ave, Highland, CA
Shade Structure <sup>Football</sup> Stall	USA Shade	350 Nalmus Drive, Costa Mesa, CA
Iron Shade Structure Infill	Park Specialties	1917 Rainbow Valley Blvd, Fallbrook, CA
Picnic tables, BBQ, Trash Receptacles		

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 Nature Tech Landscaping, Inc

Type of Organization Corporation

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

Title of Signer President

Address of Bidder 1760 Marlborough Ave Riverside, CA 92507

Telephone Number 951-684-8808

Contractor's License CS1207 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.

NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE)

Jeff Singer, being first duly sworn, deposes and says:

That he or she is President of Nature Tech Landscaping 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 [Handwritten Signature]

Subscribed and sworn to before me this 27<sup>th</sup> day of May, 2010

\_\_\_\_\_  
Signature of Officer Administering Oath [Handwritten Signature]



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as Principal : and Ullico Casualty 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%) 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 (32938 Perret Boulevard, Lake Elsinore, CA 92530)

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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 31st 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:

Nature Tech Landscaping, Inc.  
Corporate Principal

1760 Marlborough Ave., Riverside, CA 92507  
Business Address

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

Attest:

Ullico Casualty Company  
Corporate Surety

2600 W. Olive Ave, Fl. 5, Burbank, CA 91505  
Business Address

By Laurie B. Druck  
(Affix Corporate Seal)  
Laurie B. Druck, Attorney-in-Fact

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

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

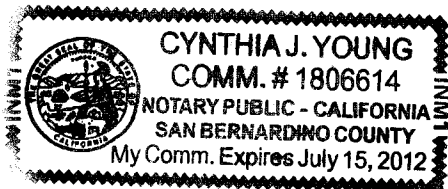
State of California )  
County of San Bernardino ) SS.

On May 31, 2011 before me, Cynthia J. Young, Notary Public  
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Personally appeared Laurie B. Druck

Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

*Cynthia J. Young*  
\_\_\_\_\_  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

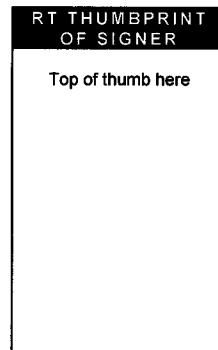
Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

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

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

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

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







ULLICO Casualty Company  
1625 Eye Street, N.W. Washington D.C. 20006  
Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **ULLICO CASUALTY COMPANY** (the Company), a corporation organized and existing under the laws of the State of Delaware, does hereby constitute and appoint: Jay P. Freeman, Pamela McCarthy, Cynthia J. Young, and Laurie B. Druck of **Alliant Insurance Services, Inc.**

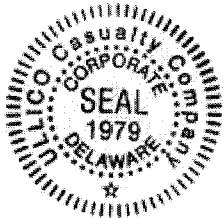
Its true and lawful Attorney (s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$5,000,000.00**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of ULLICO Casualty Company at a meeting duly called the 15th day of July, 2009.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

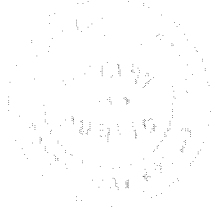
**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, **ULLICO CASUALTY COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized office this July 16<sup>th</sup>, 2009.



Daniel Aronowitz  
President ULLICO Casualty Company, a Delaware Corporation.

On this 16th day of July 2009, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **ULLICO CASUALTY COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public  
**CATHERINE M. OBRIEN**  
NOTARY PUBLIC STATE OF MARYLAND  
MONTGOMERY COUNTY  
MY COMMISSION EXPIRES JANUARY 21, 2012  
CERTIFICATE

I, Teresa E. Valentine, Senior Vice President, General Counsel and Secretary of ULLICO Casualty Company, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 31st day of May, 2011 are true and correct and are still in full force and effect. I do further certify that that Daniel Aronowitz, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of ULLICO Casualty Company,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 31st day of May, 2011.

Teresa E. Valentine  
Senior Vice President, General Counsel & Secretary  
ULLICO Casualty Company

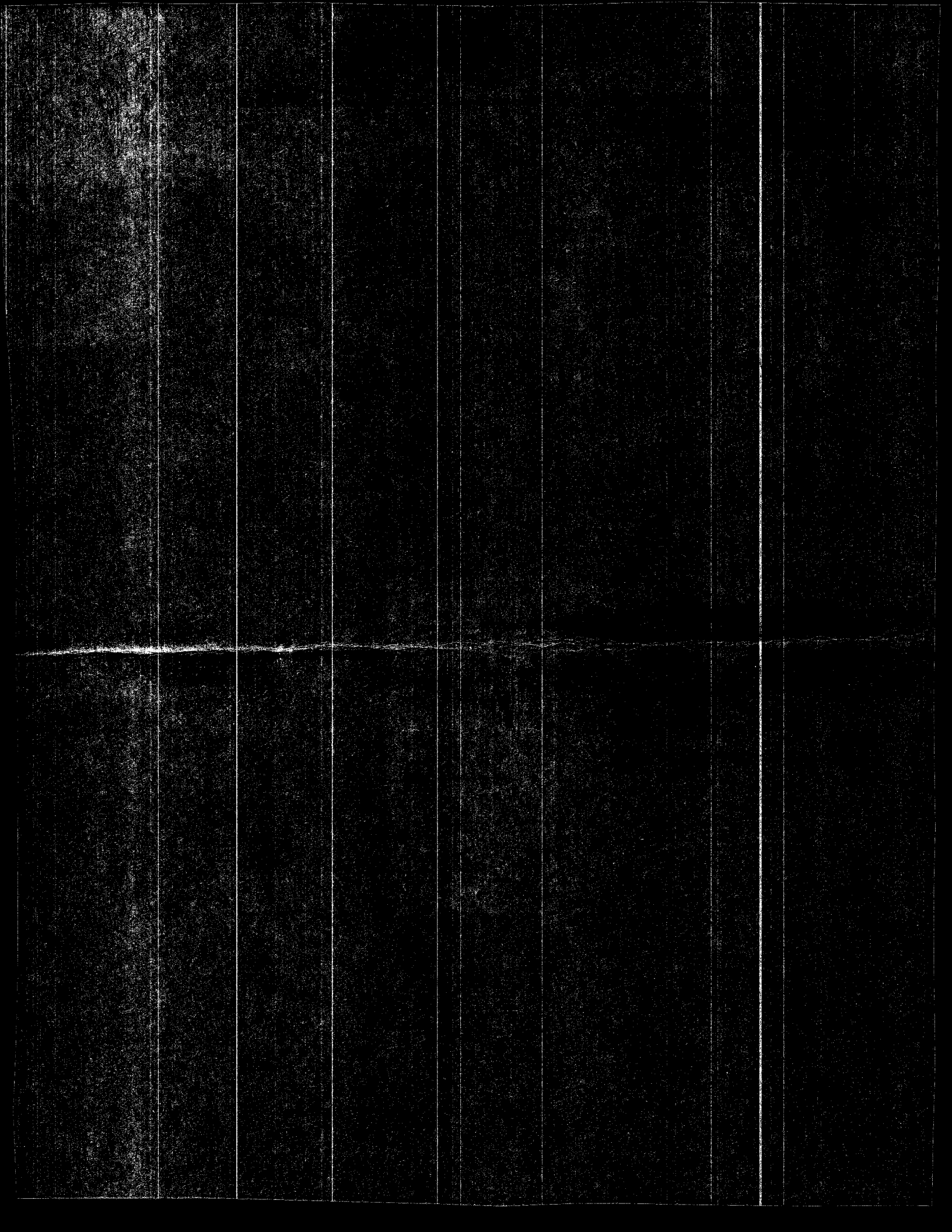
Nature Tech Landscaping, Inc  
Proposal for the Construction of  
Pinnac Park Improvements Phase II  
Project Address  
33938 Pinnac Boulevard  
Lake Elsinore, CA 92530

Clerk-Board of Supervisors  
1st Floor - County Admin Center  
4080 Lemon Street  
Riverside, CA 92501

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

RECEIVED BY FAX FROM COUNTY  
CLERK / BOARD OF SUPERVISORS

2011 JUN -2 AM 10:45



## CONTRACTORS PROPOSAL

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

Date 06-02-11

Elite Landscaping, 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. \_\_\_\_\_ 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	40,562.50	40,562.50
2	Construction Surveying	LS	1	7,029.41	7,029.41
3	Clear and grub, per plan and specifications	SF	67,130	.44	29,369.38
4	Remove existing barrier	EA	4	800.00	3,200.00
5	Sawcut and remove existing 6" concrete curb	LF	42	9.33	392.00
6	Site grading export material per plans, details and specifications	LS	1	28,900.00	28,900.00
7	Temporary Erosion Control	LS	1	4,266.67	4,266.67
8	Furnish & install 4" thick concrete with broom finish per plans, details and specs	SF	2,668	4.00	10,672.00
9	Furnish & Install 6" concrete mowcurb	LF	40	13.33	533.33
10	Furnish & Install 8" concrete curbing under fencing	LF	200	16.00	3,200.00
11	Furnish & install complete 6' high vinyl coated chain link fence per plans, details and specifications	LF	200	56.38	11,275.00

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	26.50	1,192.50
13	Furnish & install 6' long A.D.A picnic table per plans, details and specifications	EA	4	1,800.-	7,200.-
14	Furnish & install 8' long A.D.A picnic table per plans, details and specifications	EA	4	1600.-	6400.-
15	Furnish & install barbeque per plans, details and specifications	EA	8	693.33	5,546.67
16	Furnish & install trash receptacle with lid and liner per plans, details and specifications	EA	8	1,733.33	13,866.67
17	Install relocated wooden barrier	EA	4	1,600.-	6400.-
18	Remove & re-install boulders	EA	10	733.33	7333.33
19	Furnish & install 16x16 shelter picnic shade structure complete and in place per plans, details and specifications	EA	4	18,000	72,000.-
20	Furnish & install shelter at play area complete and in place per plans, details and specifications	EA	1	33,106.51	33,106.51
21	Furnish & Install compacted/stabilized decomposed granite	SF	853	4.40	3,753.20
22	Furnish & Install non-stabilized decomposed granite	SF	137	3.73	511.49
23	Furnish & Install 6" Engineered wood fiber at play area (3217 SF)	CY	60	100.-	6000.-
24	Furnish & install fine grading and soil amendments per plans, details and specifications	SF	66,309	.339	22,103.-
25	Furnish & install 24" box trees per plans, details and specifications	EA	12	160.-	1,920.-

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	86.67	693.33
27	Furnish & install 5 gallon shrubs per plans, details and specifications	EA	3	26.67	80.01
28	Furnish & install big roll turf sod per plan, details, and specifications	SF	66,309	.55¢	36,248.92
29	Furnish & install irrigation system complete and in place per plans, details and specifications	SF	66,309	.40¢	26,523.60
30	Furnish & install 90 day maintenance during plan establishment period per specifications	SF	66,309	.16¢	10,609.44

TOTAL SUM BID, ITEMS 1 THROUGH 30: Four Hundred Thousand  
Words

Eight Hundred Eighty Eight 92/100 (\$ 400,888.92)  
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
1 STAKING	PRECISION Eng.	Highland, CA
2 FENCING	ROSS FENCE INC	RIVERSIDE, CA
3 SHADE	SYSTEM SHADE SYSTEM	OCALA FL
4		
5		
6		
7		
8		
9		
10		

AWARD OF CONTRACT

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

BID GUARANTEE

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

Name of Bidder Elite Landscaping, Inc.  
Type of Organization a California Corporation  
Signed By Guy E Stockbridge  
Title of Signer President/Secretary/Treasurer  
Address of Bidder 2972 Larkin Ave Clovis, CA 93612  
Telephone Number (559) 292-7760  
Contractor's License 645591 Classification A, B, C8, C27, C61/D09, C61/D34

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.

1935239

ENDORSED  
FILED

In the office of the Secretary of State  
of the State of California

DEC 28 1995

ARTICLES OF INCORPORATION OF  
ELITE LANDSCAPING, INC.

*Bill Jones*  
BILL JONES, Secretary of State

1. The name of the corporation is ELITE LANDSCAPING, Inc.
2. The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under general corporation law of California other than the banking business, the trust company business, or the practice of a profession permitted to be incorporated by the California Corporations Code.
3. The name and address in this state of the corporation's initial agent for service of process is:  
  
Guy E. Stockbridge  
2890 N. Sunnyside, #106  
Fresno CA 93727
4. The corporation is authorized to issue only one class of shares, which shall be designated "common shares", having a total number of 100,000 shares.
5. No distinction shall exist between the shares of the corporation or the holders thereof.

Dated: December 28, 1995

*Wm. Lanier Thomas*  
Wm. Lanier Thomas, Incorporator

I declare that I am the person who executed the above Articles of Incorporation and such instrument is my act and deed.

*Wm. Lanier Thomas*  
Wm. Lanier Thomas, Incorporator

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned\*\*\*, as Principal : and Travelers Casualty and Surety Company of America, 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% Amount 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 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 25th 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.

\*\*\*Elite Landscaping, Inc.

In the presence of:

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

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

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

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

Attest:

*Kathy Sedra*  
\_\_\_\_\_

Elite Landscaping, Inc.  
\_\_\_\_\_  
Corporate Principal

2972 Larkin Clovis, CA 93612  
\_\_\_\_\_  
Business Address

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

Guy E. Stockbridge, President

Attest:

\_\_\_\_\_

Travelers Casualty and Surety Company of America  
Corporate ~~Principal~~ Surety

11070 White Rock Rd, #130 Rancho Cordova, CA 95670  
\_\_\_\_\_  
Business Address

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

Donald P. Sharp, Attorney-in-Fact

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

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



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Tulare }

On May 25, 2011 before me, Linda K. Brager, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Donald P. Sharp  
Name(s) of Signer(s)



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

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

Witness my hand and official seal.

Signature Linda K. Brager  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

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

### Description of Attached Document

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

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

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

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

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

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

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

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

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

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

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

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



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 223500

Certificate No. 004162667

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Betty Jo Peacock, Donald P. Sharp, Hector De Santiago, Ruth J. Bly, and Linda K. Brager

of the City of Visalia, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 13th day of April, 2011.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 13th day of April, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice 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 Resident Vice Presidents, Resident 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 on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25<sup>th</sup> day of May, 2011.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

  
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

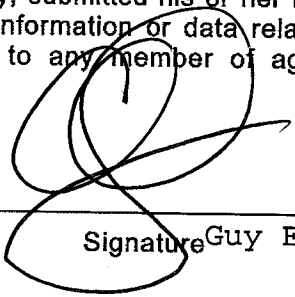
STATE OF CALIFORNIA)  
FRESNO  
COUNTY OF RIVERSIDE)

Guy E Stockbridge

, being first duly sworn, deposes and says:

That he or she is President/Secretary/Treasurer of  
Elite Landscaping, 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 or agent thereof to effectuate a collusive or sham bid.

  
Signature Guy E Stockbridge

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

\*See attached Jurat

~~Signature of Officer Administering Oath~~

State of California  
County of Fresno

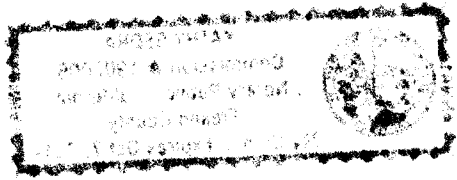
Subscribed and sworn to (or affirmed) before me on this June 1 2011

by Guy E Stockbridge, provided to me on the basis of satisfactory evidence to  
be the person(s) who appeared before me.



(Notary Seal)

Notary Signature Kathy Sedra  
Kathy Sedra, Notary Public





2972 LARKIN  
CLOVIS, CA 93612

**TO:** COUNTY OF RIVERSIDE, REDEVELOPMENT AGENCY  
CLERK OF THE BOARD OF SUPERVISORS  
4080 LEMON STREET, 1<sup>ST</sup> FLOOR  
RIVERSIDE, CA 92501

**PROJECT:** PERRET PARK IMPROVEMENTS PHASE II  
32938 PERRET BOULEVARD  
LAKE ELSINORE, CA 92530

**BID DATE/TIME:** JUNE 2, 2011 @ 11:00 AM

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

RECEIVED CLERK OF BOARD OF SUPERVISORS  
JUN 2 2011 11:02 AM

