

CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF
THE REDEVELOPMENT AGENCY

Date June 6, 2011
HARPER CONTRACTING, INC.

FOR THE COUNTY OF RIVERSIDE

Bidder

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

Addendum No. 1 Date 5/2/2011
 Addendum No. 2 Date 5/20/2011
 Addendum No. 3 Date 5/24/2011
 Addendum No. 4 Date 6/1/2011

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	525,000 ⁰⁰	525,000 ⁰⁰
2	Storm Water Pollution Prevention Plan and NOI	LS	1	5,800.00	5,800.00
3	Not Used			—	—
4	Clearing and Grubbing	LS	1	4,000 ⁰⁰	4,000 ⁰⁰
5	Traffic Control	LS	1	63,000 ⁰⁰	63,000 ⁰⁰
6	Not Used			—	—
7	Signing and Striping	LS	1	14,000 ⁰⁰	14,000 ⁰⁰
8	Develop Water Supply	LS	1	15,750 ⁰⁰	15,750 ⁰⁰
9	Roadway Excavation	CY	18,148	9 ⁰⁰	163,332 ⁰⁰

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in figures) Dollars/Cents
10	Place AC Pavement (See Street Improvement Plan Sht 2 for Course Thickness)	TON	7,600	78 ⁴⁰ / ₁₀₀	595,840 ⁰⁰ / ₁₀₀
11	Place Aggregate Base	CY	7,700	27 ³⁰ / ₁₀₀	210,210 ⁰⁰ / ₁₀₀
12	Fog Seal	SF	407,000	.06	24,420 ⁰⁰ / ₁₀₀
13	Construct 6" Type A-6 Curb and Gutter	LF	13,200	10 ⁵⁰ / ₁₀₀	138,600 ⁰⁰ / ₁₀₀
14	Construct 4" Sidewalk	SF	76,000	2 ⁵⁰ / ₁₀₀	190,000 ⁰⁰ / ₁₀₀
15	Construct Driveway Approach	SF	48,000	2 ⁶⁵ / ₁₀₀	127,200 ⁰⁰ / ₁₀₀
16	Construct Access Ramp	EA	38	578 ⁰⁰ / ₁₀₀	21,964 ⁰⁰ / ₁₀₀
17	Adjust MH Cover to Grade	EA	43	390 ⁰⁰ / ₁₀₀	16,770 ⁰⁰ / ₁₀₀
18	Adjust Valve Cover to Grade	EA	74	147 ⁰⁰ / ₁₀₀	10,878 ⁰⁰ / ₁₀₀
19	Remove Existing Catch Basin	EA	3	168 ⁰⁰ / ₁₀₀	504 ⁰⁰ / ₁₀₀
20	Cold Plane 0.1' Existing Pavement	SF	42,000	.20	8,400 ⁰⁰ / ₁₀₀
21	Construct 0.1' AC Overlay	SY	7,500	6 ⁵⁰ / ₁₀₀	48,750 ⁰⁰ / ₁₀₀
22	Construct Cross Gutter, Spandrel and Curb Return	SF	4,250	5 ⁸⁰ / ₁₀₀	24,650 ⁰⁰ / ₁₀₀
23	Not Used			—	—
24	Remove Existing AC and Base	CY	6,000	29 ⁰⁰ / ₁₀₀	174,000 ⁰⁰ / ₁₀₀
25	Remove Existing Tree	EA	91	440 ⁰⁰ / ₁₀₀	40,040 ⁰⁰ / ₁₀₀
26	Remove Existing Curb or Conc. as Noted	LF	500	16 ⁵⁰ / ₁₀₀	8,250 ⁰⁰ / ₁₀₀

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in figures) Dollars/Cents
27	Remove Existing Guard Post	EA	14	52 ⁵⁰	735 ⁰⁰
28	Relocate Existing Sign and Post	EA	43	155 ⁰⁰	6,665 ⁰⁰
29	Relocate Existing Mailbox with New In-Ground Metal Post	EA	250	132 ⁰⁰	33,000 ⁰⁰
30	Not Used			—	—
31	Relocate Existing Drain	EA	2	1,265 ⁰⁰	2,530 ⁰⁰
32	Relocate Private Lamp	EA	1	265 ⁰⁰	265 ⁰⁰
33	Reconstruct In-Kind Exist. Private Owner Block Wall	LF	200	27 ⁰⁰	5,400 ⁰⁰
x 34	Relocate Exist. Private Owner Chain Link Fence, Recycle Material	LF	4,000	37 ⁵⁰	150,000 ⁰⁰
x 35	Reconstruct In-Kind Exist. Private Owner Wood Fence	LF	400	81 ⁰⁰	32,400 ⁰⁰
x 36	Reconstruct In-Kind Exist. Private Owner Wrought Iron Fence, Recycle Panels with New Posts	LF	500	67 ⁰⁰	33,500 ⁰⁰
37	Abandon Existing Backflow Preventer to RCSD Standards	EA	1	1700 ⁰⁰	1700 ⁰⁰
38	Adjust to Grade Existing Vault	EA	1	685 ⁰⁰	685 ⁰⁰
39	Construct Desilting Drain Inlet	EA	4	4100 ⁰⁰	16,400 ⁰⁰
40	Install Type "F" Markers	EA	4	63 ⁰⁰	252 ⁰⁰
41	Relocate Existing Fire Hydrant per RCSD Std. W1050 and Detail Sht 3	EA	20	800 ⁰⁰	16,000 ⁰⁰

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in figures) Dollars/Cents
42	Relocate Existing Water Meter per RCSD Std. W1100 and Detail Sht 3	EA	280	730.50	204,540 ⁰⁰
43	Not Used			—	—
44	Relocate Existing Irrigation Control Valve	EA	10	950 ⁰⁰	9,500 ⁰⁰
45	Const. New Street Lighting Electrical System in accordance with the Rubidoux Area II Electrical Infrastructure Installation Specifications	LS	1	150,000 ⁰⁰ 104,620⁰⁰ (80)	150,000 ⁰⁰ 104,620⁰⁰ (80)
46	Install 18" RCP (2000-D)	LF	1,237	114.50	141,636.50
47	Install 24" RCP (2000-D)	LF	3,335	133.50	445,222.50
48	Install 36" RCP (1500-D)	LF	577	305 ⁰⁰	175,985 ⁰⁰
49	Install 42" RCP (1200-D)	LF	724	319.50	231,318 ⁰⁰
50	Install 48" RCP (1500-D)	LF	584	358 ⁰⁰	209,072 ⁰⁰
51	Install 60" RCP (1600-D)	LF	233	515 ⁰⁰	119,995 ⁰⁰
52	Install Catch Basin STD 300 W=7'	EA	26	4572 ⁰⁰	118,872 ⁰⁰
53	Install Catch Basin STD 300 W=14'	EA	18	5410 ⁰⁰	97,380 ⁰⁰
54	Install Catch Basin STD 300 W=22'	EA	1	(80) 6260 ⁰⁰	6260 ⁰⁰
55	Install Catch Basin STD 302 W=7'	EA	2	5200 ⁰⁰	10,400 ⁰⁰
56	Install Drop Inlet STD CB110	EA	1	4000 ⁰⁰	4000 ⁰⁰

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in figures) Dollars/Cents
57	Construct Manhole Structure STD MH253 #3	EA	1	3,420 ⁰⁰	3,420 ⁰⁰
58	Construct Manhole Structure STD MH254 #4	EA	6	7,000 ⁰⁰	42,000 ⁰⁰
59	Construct Manhole Structure STD MH251 #1	EA	8	4,470 ⁰⁰	35,760 ⁰⁰
60	Construct Modified Manhole Structure STD 251 #1	EA	1	3,950 ⁰⁰	3,950 ⁰⁰
61	Construct Manhole Structure STD MH252 #2	EA	1	4,470 ⁰⁰	4,470 ⁰⁰
62	Construct Manhole Structure STD JS227 #2	EA	3	4,050 ⁰⁰	12,150 ⁰⁰
63	Construct Frame and Cover for Catch Basin STD CB103	EA	1	2,000 ⁰⁰	2,000 ⁰⁰
64	Construct Junction Structure STD JS226 #1	EA	1	5,100 ⁰⁰	5,100 ⁰⁰
65	Construct Junction Structure STD JS229 #4	EA	3	2,150 ⁰⁰	6,450 ⁰⁰
66	Construct Transition Structure STD TS303 #3	EA	13	3,100 ⁰⁰	40,300 ⁰⁰
67	Construct Modified Transition Structure STD TS304 #4	EA	1	61,700 ⁰⁰	61,700 ⁰⁰
68	Construct Modified Transition Structure STD TS301 #1	EA	2	6,000 ⁰⁰	12,000 ⁰⁰
69	Construct Modified Transition Structure STD TS301 #1	EA	1	6,000 ⁰⁰	6,000 ⁰⁰
70	Construct 3'x4' RCB per Caltrans STD D-80	LF	4	1,710 ⁰⁰	6,840 ⁰⁰
71	Construct 3'x5' RCB per Caltrans STD D-80	LF	4	1,710 ⁰⁰	6,840 ⁰⁰

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in figures) Dollars/Cents
72	Construct Headwall Structure per Caltrans STD D-89	EA	1	8,600 ⁰⁰	8,600 ⁰⁰
73	Install Sewer Steel Casing	LF	24	590 ⁰⁰	14,160 ⁰⁰
74	Construct Concrete Collar	EA	1	790 ⁰⁰	790 ⁰⁰
75	Concrete Encasement per RCFC M807	EA	12	1,950 ⁰⁰	23,400 ⁰⁰
76	Construct Concrete Bulkhead	EA	1	790 ⁰⁰	790 ⁰⁰
77	Install 2-Sack Slurry Backfill Over Storm Drain with less than 2' Cover	CY	400	76.75	30,700 ⁰⁰
78	Place Storm Drain Bedding and Backfill in Pipe Zone (to 12" over top of pipe). Material to consist of clean plant manufactured sand having a minimum Sand Equivalent of 30 or approved equal.	LS	1	84,100 ⁰⁰	84,100 ⁰⁰
79	Reconstruct Sewer Lateral per RCFC Std. M808	EA	55	525 ⁰⁰	28,875 ⁰⁰
80	Furnish and Install Trench Protection in accordance with Cal/OSHA Standards for Trenches greater than 5' Deep	LS	1	35,000 ⁰⁰	35,000 ⁰⁰
81	Const. Type A Retaining Curb per Addendum Detail, as required.	LF	1,800	13.25	23,850 ⁰⁰

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in figures) Dollars/Cents
82	Const. Type B Retaining Curb per Addendum Detail, as required.	LF	2,600	13.30	34,580 ⁰⁰
83	Const. Masonry Retaining Wall per Greenbook Std Plan 618-3 H=3'-4" Max.	SF	4,300	32 ⁰⁰	137,600 ⁰⁰
84	Encase Exist. RCSD Sewer Main and Laterals with 2-sack slurry to RCSD specifications within Street lowering area delineated on Street Improvement Plan Sheet No. 9, 10 and 27	LF	1,100	67.25	73,975 ⁰⁰
85	Const. Under Sidewalk Drain per Riverside Cnty Std No. 309, as required. (Location not Specified)	EA	20	2,260 ⁰⁰	45,200 ⁰⁰
86	Const. Private Drain through Curb per Riverside Cnty Std No. 310 as required. (Location not Specified)	EA	20	370 ⁰⁰	7,400 ⁰⁰
87	Pothole Exist. Utilities as required for Utility Relocation within Street lowering area delineated on Street Improvement Plan Sheet No. 9, 10 and 27	EA	50	570 ⁰⁰	28,500 ⁰⁰
88	Horiz. Sawcut Existing Curb as required for D/W Approach Const.	LF	400	1.05	420 ⁰⁰

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in figures) Dollars/Cents
89	Const. 6" AC Berm per Cnty Std No. 212	LF	500	6.30	3,150 ⁰⁰
90	Remove Existing Concrete Sawcut at Removal Limits. Field Verify Removal Limits of All Exist. Residential Driveways with Inspector Prior to Sawcut and Removal	SF	43,000	1.90	81,700 ⁰⁰
91	Remove Exist. Concrete Structure	EA	1	1,900 ⁰⁰	1900 ⁰⁰
92	Reconstruct In-Kind Exist. Private Owner Wrought Iron and Block Fence as Required, Recycle W.I. Panels	LF	900	67 ⁹²	60,300 ⁰⁰
93	Relocate and/or Adjust to Grade Exist. Private Owner Wrought Iron Gate. Recycle Gate and Install New V-Track and Footing, if Required	LF	2,000	157 ⁰⁰	314,000 ⁰⁰
94	Relocate and/or Adjust to Grade Exist. Private Owner Chain Link Gate, Recycle Material	LF	1,400	61 ⁰⁰	85,400 ⁰⁰
95	Relocate and/or Adjust to Grade Exist. Private Owner Wood Gate, Recycle Material	LF	50	125 ⁰⁰	6,250 ⁰⁰
96	Const. Min. 3" AC Paving Over Compacted Native Soil (90% Min.)	SF	3,300	2.90	9,570 ⁰⁰
97	Const. 4" PCC Over Compacted Native Soil (90% Min.)	SF	42,000	5.20	218,400 ⁰⁰

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in figures) Dollars/Cents
98	Const. 4" A.B. or Gravel Surface for Driveway Match-Up Purposes Over Compacted Native Soil (90% Min.)	SF	7,800	.60	4,680 ⁰⁰
99	Install Traffic Signal Loop to RCTD Standards	EA	4	590 ⁰⁰	2,360 ⁰⁰
100	Adjust Air-Vac to Grade per RCTD Std W1070	EA	3	475 ⁰⁰	1,425 ⁰⁰
101	Relocate Exist. Waterline per RCSD Standards as required by street lowering as shown on Sht No. 9, 10, and 27				
A	Relocate Exist. 6" Waterline	LF	650	56 ⁰⁰	36,400 ⁰⁰
B	Relocate Exist. 8" Waterline	LF	75	99 ⁰⁰	7,425 ⁰⁰
C	Relocate Exist. 12" Waterline	LF	250	115 ⁰⁰	28,750 ⁰⁰
102	Underground Unforeseen Conditions Allowance. To be used as approved and directed by Agency. Unused monies to be returned to Agency.	T&M	1	\$150,000	\$150,000
104	Hot Tap and connect to Existing 6" A.C.P. Waterline.	EA	4	8,550 ⁰⁰	34,200 ⁰⁰
105	Hot Tap and connect to Existing 8" D.I.P. Waterline.	EA	2	9,900 ⁰⁰	19,800 ⁰⁰
106	Hot Tap and connect to Existing 12" PVC Waterline.	EA	2	26,050 ⁰⁰	52,100 ⁰⁰
107	Encase Existing 6" A.C.P. Waterline	LF	650	27.30	17,745 ⁰⁰

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in figures) Dollars/Cents
108	Encase Existing 8" D.I.P Waterline	LF	75	30.50	2,287 ⁵⁰
109	Encase Existing 12" PVC Waterline	LF	250	33.60	8,400 ⁰⁰
110	Connect Existing Water Meter to New Water Main.	EA	20	1,361 ⁰⁰	27,220 ⁰⁰

TOTAL SUM BID, ITEMS 1 THROUGH 110: Six million Six Hundred
four (Words)
Fifty Five thousand ~~500~~ hundred Fifty (\$ 6,655,453.50)
(8) (Figures)
THREE and Fifty cents

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

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 one-half of 1 percent of said total bid.

PORTION OF THE WORK	SUBCONTRACTOR	ADDRESS
Wet Utilities	Chris Meekins	PO Box 1005 CA, Romoland 92585
Paving & Concrete	PALOMAR Grading & Paving	135 W Mission # 207 ESCONDIDO, CA 92025
Clear & Grub	Steven's tree experts	2570 E. WALNUT ST PASADENA CA, 91107
STRIPING	JP STRIPING	PO BOX 278 BEAUMONT, CA 92223
Street Lighting	Sierra Pacific	2542 AVALON ST RIVERSIDE, CA 92509
Structure concrete	PACIFIC STRUCTURES	6934 ORDSAY RIVERSIDE 92504
Fencing / WOOD (S)	ACE	727 N. Glenora LA PUENTE CA 91744

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 one-half of 1 percent of said total bid.

PORTION OF THE WORK	SUBCONTRACTOR	ADDRESS

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 one-half of 1 percent of said total bid.

PORTION OF THE WORK	SUBCONTRACTOR	ADDRESS

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 W Harper Contracting INC

Signed By [Signature]

Title of Signer PRESIDENT

Address of Bidder P.O. Box 16007, SALT LAKE CITY UT 84116

Telephone Number 801 - 326-1016

Contractor's License 640486 Classification A

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned
Harper Contracting, Inc.
_____, as Principal : and Western Surety 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 dollars (\$ 10% of Bid Amount) 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
Rubidoux, Area II Street And Storm Drain Improvement Project

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

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

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this 6th 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:

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

Attest:

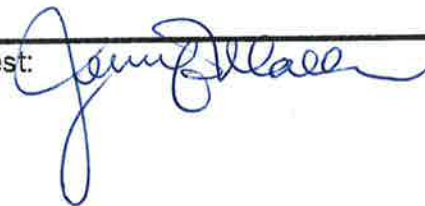


Harper Contracting, Inc.
Corporate Principal

P.O. Box 16007, SALT LAKE CITY UT 84116
Business Address

By 
(Affix Corporate Seal)

Attest:



Western Surety Company
Corporate ~~Principal~~ Surety

P.O. Box 709210 Sandy, Utah 84070
Business Address

By 
(Affix Corporate Seal)

Stephanie Garahana, Attorney-in-Fact

The rate of premium on this bond is Various per thousand. Total amount of premium charged, \$ 29,700.00.

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Craig B Hurst, Kevin W Andrews, Jeffery G Shields, Wm. Scott Shields, Gayle Wood, Donald R Mayer, Stephanie Garahana, Tracy A Mervin, Jennifer Wallace, Individually

of Sandy, UT, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 18th day of May, 2011.



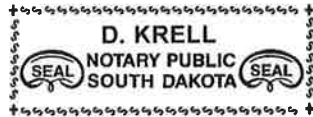
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 18th day of May, 2011, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012



D. Krell
D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 18th day of June 2011.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA }
COUNTY OF RIVERSIDE } SS

RULON HARPER, being first duly sworn, deposes and says:

That he or she is THE PRESIDENT of HARPER CONTRACTING 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.

[Handwritten Signature]
Signature

Subscribed and sworn to before me this 24th day of May, 2011

[Handwritten Signature]
Signature of Officer Administering Oath





P.O. Box 16007
Salt Lake City, UT 84116

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS
2011 JUN -6 PM 3:56

SEALED BID RECEIVED
CLERK OF THE BOARD OF SUPERVISORS

*PROPOSAL FOR THE CONSTRUCTION OF
LIQUIDEX, AREA 11 STREET AND STORM DRAIN IMPROVEMENT
PROJECT ADDRESS:
AREA BOUNDED BY WALLACE STREET, 34TH STREET
CESTMORE ROAD AND MISSION BOULEVARD.

CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF
THE REDEVELOPMENT AGENCY

Date 6/6/11
Downing Construction Inc.

FOR THE COUNTY OF RIVERSIDE

Bidder

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

Addendum No. 1 Date 5-2-2011
 Addendum No. 2 Date 5-19-2011
 Addendum No. 3 Date NOT DATED, Req. E-mail Notification on 5-25-2011
 Addendum No. 4 Date 6-1-2011

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	307,179	307,179
2	Storm Water Pollution Prevention Plan and NOI	LS	1	25,000 -	25,000 -
3	Not Used				
4	Clearing and Grubbing	LS	1	20,000 -	20,000 -
5	Traffic Control	LS	1	15,000 -	15,000 -
6	Not Used				
7	Signing and Striping	LS	1	20,000 -	20,000 -
8	Develop Water Supply	LS	1	1000 -	1000 -
9	Roadway Excavation	CY	18,148	30 ^{FD} 30 -	544,440 -

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in figures) Dollars/Cents
10	Place AC Pavement (See Street Improvement Plan Sht 2 for Course Thickness)	TON	7,600	74 ⁻	562,400 ⁻
11	Place Aggregate Base	CY	7,700	38 ⁻	292,600 ⁻
12	Fog Seal	SF	407,000	.06 ⁻	24,420
13	Construct 6" Type A-6 Curb and Gutter	LF	13,200	18 ⁻	237,600 ⁻
14	Construct 4" Sidewalk	SF	76,000	5 ⁻	380,000 ⁻
15	Construct Driveway Approach	SF	48,000	7 ⁻	336,000 ⁻
16	Construct Access Ramp	EA	38	2700 ⁻	102,600 ⁻
17	Adjust MH Cover to Grade	EA	43	472 ⁻	20,296 ⁻
18	Adjust Valve Cover to Grade	EA	74	224 ⁻	16,576
19	Remove Existing Catch Basin	EA	3	1,076 ⁻	3,228 ⁻
20	Cold Plane 0.1' Existing Pavement	SF	42,000	23	9660 ⁻
21	Construct 0.1' AC Overlay	SY	7,500	5.36	40,200 ⁻
22	Construct Cross Gutter, Spandrel and Curb Return	SF	4,250	10 ⁻	42,500 ⁻
23	Not Used				
24	Remove Existing AC and Base	CY	6,000	31 ⁻	186,000
25	Remove Existing Tree	EA	91	397 ⁻	36,127
26	Remove Existing Curb or Conc. as Noted	LF	500	6 ⁻	3000 ⁻

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in figures) Dollars/Cents
27	Remove Existing Guard Post	EA	14	150 ⁻	2,100 ⁻
28	Relocate Existing Sign and Post	EA	43	250 ⁻	10,750 ⁻
29	Relocate Existing Mailbox with New In-Ground Metal Post	EA	250	200 ⁻	50,000 ⁻
30	Not Used				
31	Relocate Existing Drain	EA	2	900 ⁻	1,800 ⁻
32	Relocate Private Lamp	EA	1	800 ⁻	800 ⁻
33	Reconstruct In-Kind Exist. Private Owner Block Wall	LF	200	163 ⁻	32,600 ⁻
34	Relocate Exist. Private Owner Chain Link Fence, Recycle Material	LF	4,000	17 ⁻	68,000 ⁻
35	Reconstruct In-Kind Exist. Private Owner Wood Fence	LF	400	40 ⁻	16,000 ⁻
36	Reconstruct In-Kind Exist. Private Owner Wrought Iron Fence, Recycle Panels with New Posts	LF	500	40 ⁻	20,000 ⁻
37	Abandon Existing Backflow Preventer to RCSD Standards	EA	1	250 ⁻	250 ⁻
38	Adjust to Grade Existing Vault	EA	1	600 ⁻	600 ⁻
39	Construct Desilting Drain Inlet	EA	4	1500 ⁻	6,000 ⁻
40	Install Type "F" Markers	EA	4	281 ⁻	1,124 ⁻
41	Relocate Existing Fire Hydrant per RCSD Std. W1050 and Detail Sht 3	EA	20	2150 ⁻	43,000

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in figures) Dollars/Cents
42	Relocate Existing Water Meter per RCSD Std. W1100 and Detail Sht 3	EA	280	760 -	212,800 -
43	Not Used				
44	Relocate Existing Irrigation Control Valve	EA	10	575 -	5,750 -
45	Const. New Street Lighting Electrical System in accordance with the Rubidoux Area II Electrical Infrastructure Installation Specifications	LS	1	462,758 RD 572,780 - 423,511 - RD 481,552 RD 465,741 RD	462,758 RD 423,511 - 481,552 RD 465,741 RD
46	Install 18" RCP (2000-D)	LF	1,237	150 -	185,550 -
47	Install 24" RCP (2000-D)	LF	3,335	160 -	533,600 -
48	Install 36" RCP (1500-D)	LF	577	175 -	100,975 -
49	Install 42" RCP (1200-D)	LF	724	200 -	144,800 -
50	Install 48" RCP (1500-D)	LF	584	225 -	131,400 -
51	Install 60" RCP (1600-D)	LF	233	290 -	67,570 -
52	Install Catch Basin STD 300 W=7'	EA	26	5,500 -	143,000 -
53	Install Catch Basin STD 300 W=14'	EA	18	8,100 -	145,800 -
54	Install Catch Basin STD 300 W=22'	EA	1	9,200 -	9,200 -
55	Install Catch Basin STD 302 W=7'	EA	2	6,300 -	12,600 -
56	Install Drop Inlet STD CB110	EA	1	4,200	4,200

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in figures) Dollars/Cents
57	Construct Manhole Structure STD MH253 #3	EA	1	3600 ⁻	3600 ⁻
58	Construct Manhole Structure STD MH254 #4	EA	6	6200 ⁻	37,200 ⁻
59	Construct Manhole Structure STD MH251 #1	EA	8	4900 ⁻	39,200 ⁻
60	Construct Modified Manhole Structure STD 251 #1	EA	1	4900 ⁻	4900 ⁻
61	Construct Manhole Structure STD MH252 #2	EA	1	4522 ⁻	4522 ⁻
62	Construct Manhole Structure STD JS227 #2	EA	3	2,200 ⁻	6,600 ⁻
63	Construct Frame and Cover for Catch Basin STD CB103	EA	1	1300 ⁻	1300 ⁻
64	Construct Junction Structure STD JS226 #1	EA	1	3200 ⁻	3200 ⁻
65	Construct Junction Structure STD JS229 #4	EA	3	2,200 ⁻	6,600 ⁻
66	Construct Transition Structure STD TS303 #3	EA	13	2,800 ⁻	36,400 ⁻
67	Construct Modified Transition Structure STD TS304 #4	EA	1	51,000 ⁻	51,000 ⁻
68	Construct Modified Transition Structure STD TS301 #1	EA	2	5,800 ⁻	11,600 ⁻
69	Construct Modified Transition Structure STD TS301 #1	EA	1	5,800 ⁻	5,800 ⁻
70	Construct 3'x4' RCB per Caltrans STD D-80	LF	4	1,100	4,400 ⁻
71	Construct 3'x5' RCB per Caltrans STD D-80	LF	4	1,100	4,400

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in figures) Dollars/Cents
72	Construct Headwall Structure per Caltrans STD D-89	EA	1	8000 -	8000 -
73	Install Sewer Steel Casing	LF	24	216 -	5,184 -
74	Construct Concrete Collar	EA	1	900 -	900 -
75	Concrete Encasement per RCFC M807	EA	12	168 -	2016 -
76	Construct Concrete Bulkhead	EA	1	900 -	900 -
77	Install 2-Sack Slurry Backfill Over Storm Drain with less than 2' Cover	CY	400	78 -	31,200 -
78	Place Storm Drain Bedding and Backfill in Pipe Zone (to 12" over top of pipe). Material to consist of clean plant manufactured sand having a minimum Sand Equivalent of 30 or approved equal.	LS	1	119,000 -	119,000 -
79	Reconstruct Sewer Lateral per RCFC Std. M808	EA	55	1100 -	60,500 -
80	Furnish and Install Trench Protection in accordance with Cal/OSHA Standards for Trenches greater than 5' Deep	LS	1	50,000 -	50,000 -
81	Const. Type A Retaining Curb per Addendum Detail, as required.	LF	1,800	15 -	27,000 -

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in figures) Dollars/Cents
82	Const. Type B Retaining Curb per Addendum Detail, as required.	LF	2,600	15 -	39,000 -
83	Const. Masonry Retaining Wall per Greenbook Std Plan 618-3 H=3'-4" Max.	SF	4,300	53 -	227,900 -
84	Encase Exist. RCSD Sewer Main and Laterals with 2-sack slurry to RCSD specifications within Street lowering area delineated on Street Improvement Plan Sheet No. 9, 10 and 27	LF	1,100	30 -	33,000 -
85	Const. Under Sidewalk Drain per Riverside Cnty Std No. 309, as required. (Location not Specified)	EA	20	204,000 RD 200 -	4,000 -
86	Const. Private Drain through Curb per Riverside Cnty Std No. 310 as required. (Location not Specified)	EA	20	200 -	4,000 -
87	Pothole Exist. Utilities as required for Utility Relocation within Street lowering area delineated on Street Improvement Plan Sheet No. 9, 10 and 27	EA	50	300 -	15,000 -
88	Horiz. Sawcut Existing Curb as required for D/W Approach Const.	LF	400	27 -	10,800 -

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in figures) Dollars/Cents
89	Const. 6" AC Berm per Cnty Std No. 212	LF	500	9.40	4700 -
90	Remove Existing Concrete Sawcut at Removal Limits. Field Verify Removal Limits of All Exist. Residential Driveways with Inspector Prior to Sawcut and Removal	SF	43,000	.68	29,240 -
91	Remove Exist. Concrete Structure	EA	1	2900 -	2900 -
92	Reconstruct In-Kind Exist. Private Owner Wrought Iron and Block Fence as Required, Recycle W.I. Panels	LF	900	73 -	65,700 -
93	Relocate and/or Adjust to Grade Exist. Private Owner Wrought Iron Gate. Recycle Gate and Install New V-Track and Footing, if Required	LF	2,000	12 -	24,000 -
94	Relocate and/or Adjust to Grade Exist. Private Owner Chain Link Gate, Recycle Material	LF	1,400	12 -	16,800 -
95	Relocate and/or Adjust to Grade Exist. Private Owner Wood Gate, Recycle Material	LF	50	24 -	1,200 -
96	Const. Min. 3" AC Paving Over Compacted Native Soil (90% Min.)	SF	3,300	4.24	13,992 -
97	Const. 4" PCC Over Compacted Native Soil (90% Min.)	SF	42,000	.54	22,680 -

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in figures) Dollars/Cents
98	Const. 4" A.B. or Gravel Surface for Driveway Match-Up Purposes Over Compacted Native Soil (90% Min.)	SF	7,800	5.62	43,836 ⁻
99	Install Traffic Signal Loop to RCTD Standards	EA	4	497	1,988 ⁻
100	Adjust Air-Vac to Grade per RCTD Std W1070	EA	3	602 ⁻	1,806 ⁻
101	Relocate Exist. Waterline per RCSD Standards as required by street lowering as shown on Sht No. 9, 10, and 27				
A	Relocate Exist. 6" Waterline	LF	650	193 ⁻	125,450 ⁻
B	Relocate Exist. 8" Waterline	LF	75	215 ⁻	16,125 ⁻
C	Relocate Exist. 12" Waterline	LF	250	221 ⁻	55,250 ⁻
102	Underground Unforeseen Conditions Allowance. To be used as approved and directed by Agency. Unused monies to be returned to Agency.	T&M	1	\$150,000	\$150,000
104	Hot Tap and connect to Existing 6" A.C.P. Waterline.	EA	4	2,392 ⁻	9,568 ⁻
105	Hot Tap and connect to Existing 8" D.I.P. Waterline.	EA	2	3,145 ⁻	6,290 ⁻
106	Hot Tap and connect to Existing 12" PVC Waterline.	EA	2	5,310 ⁻	10,620 ⁻
107	Encase Existing 6" A.C.P. Waterline	LF	650	44 ⁻	28,600 ⁻

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in figures) Dollars/Cents
108	Encase Existing 8" D.I.P Waterline	LF	75	44 ⁻	3,300 ⁻
109	Encase Existing 12" PVC Waterline	LF	250	44 ⁻	11,000 ⁻
110	Connect Existing Water Meter to New Water Main.	EA	20	800	16,000 ⁻

TOTAL SUM BID, ITEMS 1 THROUGH 110: ^{nineteen} ~~Seven million one hundred fifty~~ ~~seven hundred seventy two~~ (Words) ~~RD~~ ~~7,162,003~~ ~~RD~~
~~one thousand twenty dollars.~~ (\$ ~~7,177,814~~ - ~~7,119,773~~)
(Figures) ~~7,159,020~~ - 7,119,773⁻

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

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 all costs for labor, materials, equipment and permits/authorization required to establish a construction staging area(s) and place a construction trailer and equipment in accordance with the specifications.
2. Payment for **“Storm Water Pollution Prevention Plan & Notice of Intent”** will be made on a lump sum (L.S.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment and permits/authorization required to prepare and implement a storm water pollution prevention plan in accordance with the plans and specifications.
3. Payment for **“Construction Surveying”** will be made on a lump sum (L.S.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment and permits/authorization required to provide construction surveying, staking, establishment of street center lines, etc. in accordance with the plans and specifications.
4. Payment for **“Clearing and Grubbing”** will be made on a lump sum (L.S.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment and permits/authorization required to remove and dispose of resulting material in accordance with the plans and specifications.
5. Payment for **“Traffic Control”** will be made on a lump sum (L.S.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment and permits/authorization required to prepare and gain approval of a traffic control plan and implement traffic control measures in accordance with the plans and specifications.
6. Payment for **“Soils and Material Testing”** will be made on a lump sum (L.S.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment and permits/authorization required to provide soils and material testing and approvals in accordance with the specifications.
7. Payment for **“Signing and Striping”** will be made on a lump sum (L.S.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment and permits/authorization required to provide signing and striping in accordance with the plans and specifications.
8. Payment for **“Developing Water Supply”** will be made on a lump sum (L.S.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment and permits/authorization required to develop a water supply in accordance with the specifications.
9. Payment for **“Roadway Excavation”** will be made on a per cubic yard (C.Y.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required for excavating, sloping, rounding tops and ends of excavations, loading, hauling, depositing, spreading and compacting the material complete in place and preparing subgrade at the grading plane in accordance with the plans and specifications.
10. Payment for **“Place 3” AC Pavement”** will be made on a per ton (TON) basis, as specified in the bid schedule, which shall include all costs for labor, materials,

11. Payment for **“Place Aggregate Base”** will be made on a per cubic yard (C.Y.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to provide, place and compact aggregate base in accordance with the plans and specifications.
12. Payment for **“Fog Seal”** will be made on a per square foot (S.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to apply fog sealant to AC pavement in accordance with the plans and specifications.
13. Payment for **“Construct 6” Type A-6 Curb and Gutter”** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to prepare subgrade, place and remove forms and finish concrete in accordance with the plans and specifications.
14. Payment for **“Construct 4” Sidewalk”** will be made on a per square foot (S.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to prepare subgrade, place and remove forms and finish concrete in accordance with the plans and specifications.
15. Payment for **“Construct Driveway Approach”** will be made on a per square foot (S.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to prepare subgrade, place and remove forms and finish concrete in accordance with the plans and specifications.
16. Payment for **“Construct Access Ramp”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to prepare subgrade, place and remove forms and finish concrete in accordance with the plans and specifications.
17. Payment for **“Adjust Manhole Cover to Grade”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to adjust existing manholes to grade in accordance with the plans and specifications.
18. Payment for **“Adjust Valve Cover to Grade”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to adjust existing valve covers and cans to grade in accordance with the plans and specifications.
19. Payment for **“Remove Existing Catch Basin”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to remove the existing catch basin and legally dispose of the material in accordance with the plans and specifications.
20. Payment for **“Cold Plane 0.1' Existing Pavement”** will be made on a per square foot (S.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to

21. Payment for **“Construct 0.1' AC Overlay”** will be made on a per square yard (S.Y.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to construct AC overlay on existing pavement in accordance with the plans and specifications.
22. Payment for **“Construct Cross Gutter”** will be made on a per square foot (S.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to prepare subgrade, place and remove forms and finish concrete in accordance with the plans and specifications.
23. Payment for **“Construct 6” Slump Stone Wall”** will be made on a per square foot (S.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to prepare subgrade, place footing and construct 6” CMU slump stone screen wall in accordance with the plans and specifications.
24. Payment for **“Remove Existing AC and Base”** will be made on a per square foot (S.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to saw cut and remove existing asphalt concrete pavement and aggregate base and legally dispose of the material in accordance with the plans and specifications.
25. Payment for **“Remove Existing Tree”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to remove the existing tree, bush or stump, fill and compact the hole and legally dispose of the material in accordance with the plans and specifications.
26. Payment for **“Remove Existing Curb”** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to saw cut and remove existing concrete curb, gutter and or spandrel in accordance with the plans and specifications.
27. Payment for **“Remove Existing Guard Post”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to remove the existing guard post and legally dispose of the material in accordance with the plans and specifications.
28. Payment for **“Relocate Existing Sign and Post”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to remove existing sign and post and associated footing, install sign and post in new location and legally dispose of removed materials in accordance with the plans and specifications.
29. Payment for **“Relocate Existing Mailbox”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to remove existing mailbox and footing, install mailbox in new location and legally dispose of removed

30. Payment for **“Replace 12 Existing Mailboxes with Gang Box”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to remove the existing mailboxes and footings, install new gang box and legally dispose of removed materials in accordance with the plans and specifications.
31. Payment for **“Relocate Existing Drain”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to remove the existing drain, install drain in new location and legally dispose of the removed materials in accordance with the plans and specifications.
32. Payment for **“Relocate Private Lamp”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to remove existing private lamp and footing, install lamp in new location and legally dispose of removed materials in accordance with the plans and specifications.
33. Payment for **“Relocate Private Wall”** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to remove the existing wall, footing, construct wall in new location and legally dispose of removed materials in accordance with the plans and specifications.
34. Payment for **“Relocate Private 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 labor, materials, equipment, permits/authorization and performing all work required to remove existing chain link fence, footing, install chain link fence in new location and legally dispose of removed materials in accordance with the plans and specifications.
35. Payment for **“Relocate Private Wood Fence”** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to remove existing wood fence, footing, install wood fence in new location and legally dispose of removed materials in accordance with the plans and specifications.
36. Payment for **“Relocate Private Wrought Iron Fence”** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to remove the existing wrought iron fence, footing, install wrought iron fence in new location and legally dispose of removed materials in accordance with the plans and specifications.
37. Payment for **“Relocate Existing Backflow Device”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to remove existing backflow device, install backflow device in new location and legally dispose of removed materials in accordance with the plans and specifications.
38. Payment for **“Relocate Existing Vault”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to remove existing vault and appurtenances, install vault in new location and legally dispose of removed materials in accordance with the plans specifications.

39. Payment for **“Construct Desilting Drain Inlet”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to prepare subgrade, place forms and reinforcement, remove forms and finish concrete in accordance with the plans and specifications.
40. Payment for **“Install Type F Markers”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to install Type F road markers in accordance with the plans and specifications.
41. Payment for **“Relocate Existing Fire Hydrant”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to remove existing fire hydrant and appurtenances, install fire hydrant in new location and legally dispose of removed materials in accordance with the plans and specifications.
42. Payment for **“Relocate Existing Water Meter”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to remove existing water meter and appurtenances, install water meter in new location and legally dispose of removed materials in accordance with the plans and specifications.
43. Payment for **“Relocate Existing Fire Dept. Service”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to remove existing Fire Department service and appurtenances, install Fire Department service in new location and legally dispose of removed materials in accordance with the plans and specifications.
44. Payment for **“Relocate Existing Irrigation Control Valve”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to remove existing irrigation control valve and appurtenances, install irrigation control valve in new location and legally dispose of removed materials in accordance with the plans specifications.
45. Payment for **“Install New Street Light”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to install street light in accordance with the plans and specifications.
46. Payment for **“Install 18” RCP (2000-D)”** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to trench, place bedding, install pipe, backfill and compact in accordance with the plans and specifications.
47. Payment for **“Install 24” RCP (2000-D)”** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to trench, place bedding, install pipe, backfill and compact in accordance with the plans and specifications.

48. Payment for **“Install 36” RCP (1500-D)** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to trench, place bedding, install pipe, backfill and compact in accordance with the plans and specifications.
49. Payment for **“Install 42” RCP (1200-D)** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to trench, place bedding, install pipe, backfill and compact in accordance with the plans and specifications.
50. Payment for **“Install 48” RCP (1500-D)** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to trench, place bedding, install pipe, backfill and compact in accordance with the plans and specifications.
51. Payment for **“Install 60” RCP (1600-D)** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to trench, place bedding, install pipe, backfill and compact in accordance with the plans and specifications.
52. Payment for **“Install Catch Basin STD 300 W=7”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to prepare subgrade, place forms and reinforcement, remove forms and finish concrete in accordance with the plans specifications.
53. Payment for **“Install Catch Basin STD 300 W=14”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to prepare subgrade, place forms and reinforcement, remove forms and finish concrete in accordance with the plans specifications.
54. Payment for **“Install Catch Basin STD 300 W=22”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to prepare subgrade, place forms and reinforcement, remove forms and finish concrete in accordance with the plans specifications.
55. Payment for **“Install Catch Basin STD 302 W=7”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to prepare subgrade, place forms and reinforcement, remove forms and finish concrete in accordance with the plans specifications.
56. Payment for **“Install Drop Inlet STD CB110”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to prepare subgrade, place forms and reinforcement, remove forms and finish concrete in accordance with the plans specifications.
57. Payment for **“Construct Manhole Structure STD MH253 #3”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for

58. Payment for **“Construct Manhole Structure STD MH254 #4”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to prepare subgrade, place forms and reinforcement, install cover, remove forms and finish concrete in accordance with the plans specifications.
59. Payment for **“Construct Manhole Structure STD MH251 #1”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to prepare subgrade, place forms and reinforcement, install cover, remove forms and finish concrete in accordance with the plans specifications.
60. Payment for **“Construct Modified Manhole Structure STD MH251 #1”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to prepare subgrade, place forms and reinforcement, install cover, remove forms and finish concrete in accordance with the plans specifications.
61. Payment for **“Construct Manhole Structure STD MH252 #2”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to prepare subgrade, place forms and reinforcement, install cover, remove forms and finish concrete in accordance with the plans specifications.
62. Payment for **“Construct Manhole Structure STD JS227 #2”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to prepare subgrade, place forms and reinforcement, install cover, remove forms and finish concrete in accordance with the plans specifications.
63. Payment for **“Construct Frame and Cover for Catch Basin STD CB103”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to prepare subgrade, place forms and reinforcement, install cover, remove forms and finish concrete in accordance with the plans specifications.
64. Payment for **“Construct Junction Structure STD JS226 #1”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to prepare subgrade, place forms and reinforcement, remove forms and finish concrete in accordance with the plans specifications.
65. Payment for **“Construct Junction Structure STD JS229 #4 ”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to prepare subgrade, place forms and reinforcement, remove forms and finish concrete in accordance with the plans specifications.
66. Payment for **“Construct Transition Structure STD TS303 #3”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to prepare subgrade, place forms and reinforcement, remove forms and

67. Payment for **“Construct Modified Transition Structure STD TS304 #4”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to prepare subgrade, place forms and reinforcement, remove forms and finish concrete in accordance with the plans specifications.
68. Payment for **“Construct Modified Transition Structure STD TS301 #1”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to prepare subgrade, place forms and reinforcement, remove forms and finish concrete in accordance with the plans specifications.
69. Payment for **“Construct Modified Transition Structure STD TS301 #1”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to prepare subgrade, place forms and reinforcement, remove forms and finish concrete in accordance with the plans specifications.
70. Payment for **“Construct 3'x4' RCB per Caltrans STD D-80”** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to trench, place bedding, install box, backfill and compact in accordance with the plans and specifications.
71. Payment for **“Construct 3'x5' RCB per Caltrans STD D-80”** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to trench, place bedding, install box, backfill and compact in accordance with the plans and specifications.
72. Payment for **“Construct Headwall Structure per Caltrans STD D-89”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to prepare subgrade, place forms and reinforcement, remove forms and finish concrete in accordance with the plans specifications.
73. Payment for **“Install Sewer Steel Casing”** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to install steel casing around the existing sewer line in accordance with the plans and specifications.
74. Payment for **“Construct Concrete Collar”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to place and remove forms and finish concrete in accordance with the plans and specifications.
75. Payment for **“Construct Concrete Encasement”** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to place and remove forms and finish concrete in accordance with the plans and specifications.
76. Payment for **“Construct Concrete Bulkhead”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor,

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 one-half of 1 percent of said total bid.

PORTION OF THE WORK	SUBCONTRACTOR	ADDRESS
roadway Paving	Exc. + Paving Palm Canyon Contractors	PO. 656 Jucuph CA 92399
Paving	RT Noble Company	15505 E. Lincoln Ave Orange CA 92656
Storm Drain Structures	CMB Const.	10572 Acacia St. Rancho Cucamonga, CA 91730
Electric	Mackenzie, Inc.	7933 Palm Ave Chantland, CA 92316
Striping + PCI	PCI	1108 E Hill St Long Beach, CA 90806
Signing Fencing	Yorais Fence	P.O. 622 Mentone CA 92359
Electric	CMV Electric Sterny + Company Inc	1639 W. Huntington Dr Unit A Glendale CA 91786

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 Downing Construction Inc.

Type of Organization CORPORATION

Signed By 

Title of Signer PRESIDENT

Address of Bidder 35018 YUCAIPA, BLVD., YUCAIPA, CA 92399

Telephone Number 909-797-7444

Contractor's License 842048 Classification A

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned
Downing Construction, Inc.

____, as Principal : and First National Insurance 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 Bid dollars (\$ 10.0% 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 Rubidoux, Area II Street And Storm Drain Improvement Project

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

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

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this 20th day of April, 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:

_____ (Seal)

Individual Principal

_____ Address

_____ Business Address

Business Address

_____ (Seal)

Individual Principal

_____ Address

_____ Business Address

Business Address

Attest:

Downing Construction, Inc.




Randy Downing, Secretary

Corporate Principal

35018 Yucaipa Blvd, Yucaipa, CA 92399


Business Address

By



(Affix Corporate Seal)
Randy Downing, President

Attest:



Irene Luong, Bond Asst.

First National Insurance Company of America

Corporate Principal Surety

1001 Fourth Ave, Safeco Plaza, Seattle, WA 98154

Business Address

By



(Affix Corporate Seal)
Stephanie Pham, 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 Orange }

On 4/20/11 before me, Irene Luong, Notary Public
Date Here Insert Name and Title of the Officer

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

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

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

Witness my hand and official seal.
 Signature *Irene Luong*
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

 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:



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

FIRST NATIONAL INSURANCE COMPANY OF AMERICA
SEATTLE, WASHINGTON
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That First National Insurance Company of America (the "Company"), a Washington stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint. **SHAWN BLUME, ERIC LOWEY, MARK RICHARDSON, STEPHANIE PHAM, ALL OF THE CITY OF COSTA MESA, STATE OF CALIFORNIA.....**

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100***** DOLLARS (\$ 50,000,000*****)** each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE IV - Execution of Contracts: Section 12. Surety Bonds and Undertakings.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article IV, Section 12 of the By-laws, Garnet W. Elliott, Assistant Secretary of First National Insurance Company of America, is authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of First National Insurance Company of America has been affixed thereto in Plymouth Meeting, Pennsylvania this 9th day of February, 2011.



FIRST NATIONAL INSURANCE COMPANY OF AMERICA

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 9th day of February, 2011, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of First National Insurance Company of America; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of First National Insurance Company of America thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of First National Insurance Company of America, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-laws of First National Insurance Company of America.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of First National Insurance Company of America at a meeting duly called and held on the 18th day of September, 2009.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 20th day of April, 2011.



By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)
San Bernardino) SS
COUNTY OF RIVERSIDE)

Randy DOWNING, being first duly sworn, deposes and says:

That he or she is PRESIDENT of DOWNING 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 or agent thereof to effectuate a collusive or sham bid.



Signature

Subscribed and sworn to before me this 25th day of Mayth, 20011th

See attached

Signature of Officer Administering Oath

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

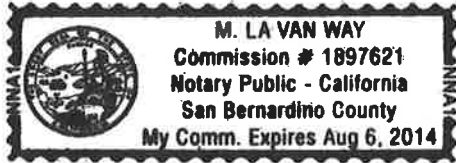
State of California

County of San Bernardino }

On June 6, 2011 before me, M. LaVanWay, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Randy Downing
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature: [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Individual

Partner — Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer's Name: _____

Corporate Officer — Title(s): _____

Individual

Partner — Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Downing Construction, Inc.
35018 Yucaipa Blvd.
Yucaipa, CA 92399

SEALED BID RECEIVED
CLERK OF THE BOARD OF SUPERVISORS

95 : H4 9 - NOV 1102
RECEIVED NOV 11 11 02 AM '95
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE

THE REDEVELOPMENT AGENCY
FOR THE COUNTY OF RIVERSIDE
CLERK OF THE BOARD OF DIRECTORS
4080 LEMON STREET, 1ST FLOOR
RIVERSIDE, CA 92501

DOWNING CONSTRUCTION, INC.
PROPOSAL FOR THE CONSTRUCTION OF
RUBIDOUX, AREA II STREET AND STORM
DRAIN IMPROVEMENT PROJECT
Project Address: Area bounded by Wallace
St., 34th St., Crestmore Rd. & Mission Blvd.

NOTICE INVITING BIDS

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

Rubidoux, Area II Street And Storm Drain Improvement Project

Project Address:

Area bounded by Wallace Street, 34th Street,
Crestmore Road and Mission Boulevard.

Proposals shall be delivered to the Clerk of the Board of Directors, on the 1st floor of the County Administrative Center located at 4080 Lemon Street, 1st Floor, Riverside, CA 92501, not later than _____ a.m., on _____, 2010 to be promptly opened in public at said address.

Each proposal shall be in accordance with Plans, Specifications and other Contract Documents dated _____ and prepared by Pettit, Inc., whose address is 1641 Commerce Street, Corona, CA 92880, (951) 736-8161. 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. 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 County of Riverside.

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.

The Contract General Conditions for this project will contain provisions allowing successful contractor to substitute securities for monies withheld by the Owner to ensure performance (Public Contract Code 22300).

A Performance Bond and Payment Bond shall be required for this project.

The Contractor will be required, per Public Contracts Code, Section 3300 and for this contract, to have a State of California contractor's license classification A – General Engineering Contractor. A mandatory pre-bid job walk inspection will be held on _____, 2010 at _____ a.m., meeting _____, CA.

No bids will be accepted from bidders who have not attended the pre-bid job walk.

For Further information, contact Delia Flores at the Redevelopment Agency for the County of Riverside located at 3403 10th Street, Suite 500, Riverside CA 92501 whose phone number is (951) 955-5737.

REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE

Kecia Harper-Ihem, Clerk

By: _____
Deputy

Dated:

INSTRUCTIONS TO BIDDERS

- 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 titled "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. **DRAWINGS AND SPECIFICATIONS:** All drawings, herein enclosed, become a part of the Bid Documents. Additional sets may be provided if requested by bidders and deemed necessary and if there is sufficient time. Sets may be purchased by calling A&I Reprographics at (800) 233-8435. There will be a non-refundable charge per set. 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 County of Riverside.
- C. **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.

- D. **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
Rubidoux, Area II Street And Storm Drain Improvement Project

Project Address:
Area bounded by Wallace Street, 34th Street,
Crestmore Road and Mission Boulevard.

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.

- E. **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 Owner.

- F. **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.
- G. **OWNERS RESERVATION OF RIGHTS:** The Owner reserves the right to reject any or all proposals and to waive any informalities in a bid or in the bidding. No bidder may withdraw his bid for a period of sixty (60) days after the time set or the opening thereof.
- H. **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 G above, and to the successful bidder upon execution of the contract documents.

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

- I. **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.
- J. **ADDITIONAL INFORMATION:** The Owner reserves the right to require of a bidder information regarding financial responsibility or such other information as the Owner determines is necessary to ascertain whether a bid is in fact the lowest responsible bid submitted. All references to an Architect shall be deemed to refer to the Owner where no Architect has been employed by the Owner.
- K. **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.
- L. **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.
- M. **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.

- N. **BIDDERS QUALIFICATIONS:** To be considered, a potential bidder must have an 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.
- O. **TIME OF COMPLETION:** Time of completion of project is two hundred ten (210) calendar days from the date specified in the NOTICE TO PROCEED issued by the Owner.
- P. **BIDS:** Under the bidding items listed on Contractors Proposal, bidders shall state prices for each basis for bid given herein after:
 - 1. Base Bid shall be the entire work complete in accordance with the drawings and specifications.

CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF
THE REDEVELOPMENT AGENCY

Date 06-06-2011

MINAKO AMERICA CORPORATION DBA. MINCO CONSTRUCTION

FOR THE COUNTY OF RIVERSIDE

Bidder

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

- Addendum No. 1 Date 05-02-2011
- Addendum No. 2 Date 05-20-2011
- Addendum No. 3 Date 05-25-2011
- Addendum No. 4 Date 06-01-2011

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	200,000 200,000	200,000
2	Storm Water Pollution Prevention Plan and NOI	LS	1	5,000	5,000
3	Not Used			18,040	18,040
4	Clearing and Grubbing	LS	1	15,000	15,000
5	Traffic Control	LS	1	20,000	20,000
6	Not Used			—	—
7	Signing and Striping	LS	1	13,040	13,040
8	Develop Water Supply	LS	1	15,000	15,000
9	Roadway Excavation	CY	18,148	25	453,700

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in figures) Dollars/Cents
10	Place AC Pavement (See Street Improvement Plan Sht 2 for Course Thickness)	TON	7,600	100	760,000
11	Place Aggregate Base	CY	7,700	16.97	130,700
12	Fog Seal	SF	407,000	.30	122,100
13	Construct 6" Type A-6 Curb and Gutter	LF	13,200	50	660,000
14	Construct 4" Sidewalk	SF	76,000	5	380,000
15	Construct Driveway Approach	SF	48,000	5	240,000
16	Construct Access Ramp	EA	38	2,000	76,000
17	Adjust MH Cover to Grade	EA	43	1,000	43,000
18	Adjust Valve Cover to Grade	EA	74	500 500	37,000
19	Remove Existing Catch Basin	EA	3	1,000	3,000
20	Cold Plane 0.1' Existing Pavement	SF	42,000	2	84,000
21	Construct 0.1' AC Overlay	SY	7,500	2	15,000
22	Construct Cross Gutter, Spandrel and Curb Return	SF	4,250	18	76,500
23	Not Used			—	—
24	Remove Existing AC and Base	CY	6,000	2	12,000
25	Remove Existing Tree	EA	91	418	38,1038
26	Remove Existing Curb or Conc. as Noted	LF	500	1	500

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in figures) Dollars/Cents
27	Remove Existing Guard Post	EA	14	100	1,400
28	Relocate Existing Sign and Post	EA	43	145	6,235
29	Relocate Existing Mailbox with New In-Ground Metal Post	EA	250	100	25,000
30	Not Used			—	—
31	Relocate Existing Drain	EA	2	1,000	2,000
32	Relocate Private Lamp	EA	1	100	100
33	Reconstruct In-Kind Exist. Private Owner Block Wall	LF	200	200	40,000
34	Relocate Exist. Private Owner Chain Link Fence, Recycle Material	LF	4,000	34.35	137,400
35	Reconstruct In-Kind Exist. Private Owner Wood Fence	LF	400	33.25	13,300
36	Reconstruct In-Kind Exist. Private Owner Wrought Iron Fence, Recycle Panels with New Posts	LF	500	32.85	16,425
37	Abandon Existing Backflow Preventer to RCSD Standards	EA	1	1,000	1,000
38	Adjust to Grade Existing Vault	EA	1	1,250	1,250
39	Construct Desilting Drain Inlet	EA	4	2,400	9,600
40	Install Type "F" Markers	EA	4	100	400
41	Relocate Existing Fire Hydrant per RCSD Std. W1050 and Detail Sht 3	EA	20	2,120	42,400

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in figures) Dollars/Cents
42	Relocate Existing Water Meter per RCSD Std. W1100 and Detail Sht 3	EA	280	540	151,200
43	Not Used			—	—
44	Relocate Existing Irrigation Control Valve	EA	10	900	9,000
45	Const. New Street Lighting Electrical System in accordance with the Rubidoux Area II Electrical Infrastructure Installation Specifications	LS	1	250,000	250,000
46	Install 18" RCP (2000-D)	LF	1,237	100	123,700
47	Install 24" RCP (2000-D)	LF	3,335	300	1,000,500
48	Install 36" RCP (1500-D)	LF	577	300	173,100
49	Install 42" RCP (1200-D)	LF	724	300	217,200
50	Install 48" RCP (1500-D)	LF	584	500	292,000
51	Install 60" RCP (1600-D)	LF	233	500	116,500
52	Install Catch Basin STD 300 W=7'	EA	26	4,725	122,850
53	Install Catch Basin STD 300 W=14'	EA	18	5,950	107,100
54	Install Catch Basin STD 300 W=22'	EA	1	7,900	7,900
55	Install Catch Basin STD 302 W=7'	EA	2	5,700	11,400
56	Install Drop Inlet STD CB110	EA	1	3,850	3,850

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in figures) Dollars/Cents
57	Construct Manhole Structure STD MH253 #3	EA	1	1,800	1,800
58	Construct Manhole Structure STD MH254 #4	EA	6	5,500	33,000
59	Construct Manhole Structure STD MH251 #1	EA	8	4,200	33,600
60	Construct Modified Manhole Structure STD 251 #1	EA	1	3,400	3,400
61	Construct Manhole Structure STD MH252 #2	EA	1	3,900	3,900
62	Construct Manhole Structure STD JS227 #2	EA	3	1,325	3,975
63	Construct Frame and Cover for Catch Basin STD CB103	EA	1	275	275
64	Construct Junction Structure STD JS226 #1	EA	1	1,785	1,785
65	Construct Junction Structure STD JS229 #4	EA	3	900	2,700
66	Construct Transition Structure STD TS303 #3	EA	13	2,525	32,825
67	Construct Modified Transition Structure STD TS304 #4	EA	1	27,650	27,650
68	Construct Modified Transition Structure STD TS301 #1	EA	2	3,525	7,050
69	Construct Modified Transition Structure STD TS301 #1	EA	1	3,320	3,320
70	Construct 3'x4' RCB per Caltrans STD D-80	LF	4	540	2,160
71	Construct 3'x5' RCB per Caltrans STD D-80	LF	4	600	2,400

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in figures) Dollars/Cents
72	Construct Headwall Structure per Caltrans STD D-89	EA	1	4,970	4,970
73	Install Sewer Steel Casing	LF	24	1,015	24,360
74	Construct Concrete Collar	EA	1	600	600
75	Concrete Encasement per RCFC M807	EA	12	1,000	12,000
76	Construct Concrete Bulkhead	EA	1	1,000	1,000
77	Install 2-Sack Slurry Backfill Over Storm Drain with less than 2' Cover	CY	400	100	40,000
78	Place Storm Drain Bedding and Backfill in Pipe Zone (to 12" over top of pipe). Material to consist of clean plant manufactured sand having a minimum Sand Equivalent of 30 or approved equal.	LS	1	250,000	250,000
79	Reconstruct Sewer Lateral per RCFC Std. M808	EA	55	100	5,500
80	Furnish and Install Trench Protection in accordance with Cal/OSHA Standards for Trenches greater than 5' Deep	LS	1	500,000	500,000
81	Const. Type A Retaining Curb per Addendum Detail, as required.	LF	1,800	20	36,000

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in figures) Dollars/Cents
82	Const. Type B Retaining Curb per Addendum Detail, as required.	LF	2,600	20	52,000
83	Const. Masonry Retaining Wall per Greenbook Std Plan 618-3 H=3'-4" Max.	SF	4,300	30	129,000
84	Encase Exist. RCSD Sewer Main and Laterals with 2-sack slurry to RCSD specifications within Street lowering area delineated on Street Improvement Plan Sheet No. 9, 10 and 27	LF	1,100	38	41,800
85	Const. Under Sidewalk Drain per Riverside Cnty Std No. 309, as required. (Location not Specified)	EA	20	100	2,000
86	Const. Private Drain through Curb per Riverside Cnty Std No. 310 as required. (Location not Specified)	EA	20	500	10,000
87	Pothole Exist. Utilities as required for Utility Relocation within Street lowering area delineated on Street Improvement Plan Sheet No. 9, 10 and 27	EA	50	200	10,000
88	Horiz. Sawcut Existing Curb as required for D/W Approach Const.	LF	400	2	800

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in figures) Dollars/Cents
89	Const. 6" AC Berm per Cnty Std No. 212	LF	500	10	5,000
90	Remove Existing Concrete Sawcut at Removal Limits. Field Verify Removal Limits of All Exist. Residential Driveways with Inspector Prior to Sawcut and Removal	SF	43,000	1	43,000
91	Remove Exist. Concrete Structure	EA	1	47,250 50,000	47,250 50,000
92	Reconstruct In-Kind Exist. Private Owner Wrought Iron and Block Fence as Required, Recycle W.I. Panels	LF	900	52.50	47,250
93	Relocate and/or Adjust to Grade Exist. Private Owner Wrought Iron Gate. Recycle Gate and Install New V-Track and Footing, if Required	LF	2,000	39.35	78,700
94	Relocate and/or Adjust to Grade Exist. Private Owner Chain Link Gate, Recycle Material	LF	1,400	35.75	50,050
95	Relocate and/or Adjust to Grade Exist. Private Owner Wood Gate, Recycle Material	LF	50	69.50	3,475
96	Const. Min. 3" AC Paving Over Compacted Native Soil (90% Min.)	SF	3,300	5	16,500
97	Const. 4" PCC Over Compacted Native Soil (90% Min.)	SF	42,000	5	210,000

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in figures) Dollars/Cents
98	Const. 4" A.B. or Gravel Surface for Driveway Match-Up Purposes Over Compacted Native Soil (90% Min.)	SF	7,800	2	15,600
99	Install Traffic Signal Loop to RCTD Standards	EA	4	500	2,000
100	Adjust Air-Vac to Grade per RCTD Std W1070	EA	3	3,100	9,300
101	Relocate Exist. Waterline per RCSD Standards as required by street lowering as shown on Sht No. 9, 10, and 27				
A	Relocate Exist. 6" Waterline	LF	650	118	76,700
B	Relocate Exist. 8" Waterline	LF	75	104	7,800
C	Relocate Exist. 12" Waterline	LF	250	82	20,500
102	Underground Unforeseen Conditions Allowance. To be used as approved and directed by Agency. Unused monies to be returned to Agency.	T&M	1	\$150,000	\$150,000
104	Hot Tap and connect to Existing 6" A.C.P. Waterline.	EA	4	2,200	8,800
105	Hot Tap and connect to Existing 8" D.I.P. Waterline.	EA	2	2,800	5,600
106	Hot Tap and connect to Existing 12" PVC Waterline.	EA	2	3,100	6,200
107	Encase Existing 6" A.C.P. Waterline	LF	650	24	15,600

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in figures) Dollars/Cents
108	Encase Existing 8" D.I.P Waterline	LF	75	24	1,800
109	Encase Existing 12" PVC Waterline	LF	250	34.50	8,625
110	Connect Existing Water Meter to New Water Main.	EA	20	1,200	24,000

TOTAL SUM BID, ITEMS 1 THROUGH 110: eight Million Four hundred eight Teen Thousand seven hundred sixty Two dollars ^(Words) 8,418,762 _(Figures)

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



**REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
CONTRACT DOCUMENTS FOR THE
RUBIDOUX AREA II STREET AND STORM DRAIN IMPROVEMENT PROJECT**

ADDENDUM No. 4

Please Be Advised: the Agency hereby updates the following sections of the plans and specifications:

1. Reference: Construction Specifications, Section I Bidding Requirements, Contractor's Proposal:
 - A. The Contractor's Proposal has been updated in its entirety to reflect the updated field survey plans. There are now 110 items to bid on.
2. **ADD** Items 104 through 110 as follows:
 104. Payment for "Hot Tap and connect to Existing 6" ACP Waterline" will be made on a per each (EA.) basis as specified in the bid schedule, which shall include all cost for labor, materials, equipment, permits/authorization and performing all work required to Hot Tap existing waterline, install gate valve, install cut-in valve, disinfect and connect to new waterlines, cut-off, plug and abandon existing waterline as required, install thrust blocks and legally dispose of removed materials, in accordance with plans and specifications.
 105. Payment for "Hot Tap and connect to Existing 8" DIP Waterline" will be made on a per each (EA.) basis as specified in the bid schedule, which shall include all cost for labor, materials, equipment, permits/authorization and performing all work required to Hot Tap existing waterline, install gate valve, install cut-in valve, disinfect and connect to new waterline, cut-off, plug and abandon existing waterline as required, install thrust blocks and legally dispose of removed materials, in accordance with plans and specifications.
 106. Payment for "Hot Tap and connect to Existing 12" PVC Waterline" will be made on a per each (EA.) basis as specified in the bid schedule, which shall include all cost for labor, materials, equipment, permits/authorization and performing all work required to Hot Tap existing waterline, install gate valve, install cut-in valve, disinfect and connect to new waterline, cut-off, plug and abandon existing waterline as required, install thrust blocks and legally dispose of removed materials, in accordance with plans and specifications.

107. Payment for "Encase Existing 6" A.C.P Waterline" will be made on a per lineal foot basis (L.F.), which shall include all cost for labor, materials, equipment, permit/authorization, and performing all work required to excavate, encase existing waterline and backfill to bottom of sub-grade of the final road surface elevation, in accordance with plans and specifications.
108. Payment for "Encase Existing 8" D.I.P Waterline" will be made on a per lineal foot basis (L.F.), which shall include all cost for labor, materials, equipment, permit/authorization, and performing all work required to excavate, encase existing waterline and backfill to bottom of sub-grade of the final road surface elevation, in accordance with plans and specifications.
109. Payment for "Encase Existing 12" P.V.C. Waterline" will be made on a per lineal foot basis (L.F.), which shall include all cost for labor, materials, equipment, permit/authorization, and performing all work required to excavate, encase existing waterline and backfill to bottom of sub-grade of the final road surface elevation, in accordance with plans and specifications.
110. Payment for "Connect Existing Water Meter to New Water Main" will be made on a per each (EA.) basis as specified in the bid schedule, which shall include all cost for labor, materials, equipment, permits/authorization and performing all work required to install water meter service connection and piping per R.C.S.D. standard drawing W1090 and W1100. Payment for relocation of water meter, meter box and customer service piping shall be per Bid Item No. 42.

3. **Reference:** Construction Specifications, Technical Provisions, Article 33 Concrete Curb, Gutter, Cross Gutter, Spandrel, Driveway Approaches, Sidewalk and Curb Ramps, Page TP-29 and **Addendum No.3 Item No. 21**

Delete reference to Section 51 of the Standard Specifications in the first paragraph.

Delete the entire second paragraph and the entire third paragraph as modified by Addendum No.3

For clarification note that all removals, excavation and grading within the limits of the roadway between existing or proposed rights-of-way shall be performed under Bid Item No. 9 "Roadway Excavation".

4. **Reference:** Construction Specifications, Technical Provisions.

ADD the following Technical Provision:

ARTICLE 36 WATERLINE ENCASEMENT

Contractor shall encase existing waterlines in accordance with the "Waterline Encasement Detail, Figure 1 Addendum No.4".

Contractor shall encase all waterlines found to have less than 3.5' of cover as measured from the final top of pavement elevation to the top of the existing waterline. Waterlines found to have less than or equal to 2.5' of cover will require to be relocated in accordance with plans and specifications.

Contractor shall backfill encasement excavation with 2-sack sand/cement slurry to bottom of subgrade of the final road surface elevation.

5. **Reference:** Construction Specifications, Technical Provisions.

ADD the following Technical Provision;

ARTICLE 37 WATERLINE RELOCATION SPECIFICATIONS

In order to determine the limits of waterlines to be relocated Contractor shall pothole existing waterline as directed by owner and witnessed by Owner's representative. Thereafter Owner will require a minimum of 15 working days to determine limits of waterline relocation after receipt of pothole data from Contractor.

Once the limits of waterline relocation are determined, Contractor shall provide notice to Rubidoux Community Service District (R.C.S.D.) a minimum of 10 working days in advance of commencement of waterline relocation. Contractor shall be responsible for proper homeowner notification if residential water service is to be interrupted.

Contractor shall furnish and install for each waterline relocation two (2) hot tapped valves, two (2) cut-in valves, new piping, and thrust blocks per "Waterline relocation Detail, Figure 2" (Addendum No.4) and in accordance with R.C.S.D. Standards and Specifications unless approved otherwise.

Contractor shall test and disinfect all new waterline installations, providing all test plates, fitting and equipment as required. All work shall be done in accordance with R.C.S.D. Standards and Specifications

Asbestos Cement Pipe is to be handled in accordance will all applicable California State laws and regulations and legally disposed of at a landfill permitted for disposal of asbestos containing materials.

If determined, the Agency shall address any further clarifications within subsequent Addendums.

By: E.S.
Erik Sydow
Project Manager

Date: 6/1/11

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 CORPORATION

Signed By 
REFAAT MINA

Title of Signer PRESIDENT

Address of Bidder 522 E. AIRLINE WAY, GARDENA, CA 90248

Telephone Number (310) 516-8100

Contractor's License A, B, C7, C10 Classification

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. MINAM-450

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned
Minako America Corporation dba Minco Construction

_____, 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 * _____ dollars (\$10% of 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.

*Ten Percent of Amount Bid

WHEREAS, the said Principal is herewith submitting its proposal for the construction of Rubidoux, Area II Street And Storm Drain Improvement Project

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

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

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this 24th 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:

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

Attest:

Minako America Corporation
 dba Minco Construction

 Corporate Principal

522 E. Airline Way, Gardena, CA 90248

 Business Address

By 

 (Affix Corporate Seal)

Attest:

Travelers Casualty and Surety
 Company of America

 Corporate Principal Surety

21688 Gateway Center Dr.
 Diamond Bar, CA 91765

 Business Address

By 

 (Affix Corporate Seal) Arturo Ayala
 Attorney-In-Fact

The rate of premium on this bond is 0.00 per thousand. Total amount of premium charged, \$ 0.00.

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

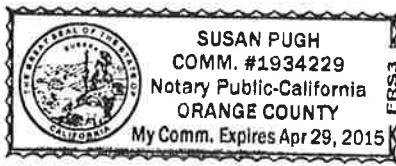
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange }

On 5/24/11 before me, Susan Pugh, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Arturo Ayala
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their authorized capacity(ies), and that by his/hers/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 Susan Pugh
Signature of Notary Public Susan Pugh

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: 5/24/11 Number of Pages: Two

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Arturo Ayala

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los Angeles

On 06/03/2011 before me, "Raffi Varooj Thomassian, Notary Public"
Date Here Insert Name and Title of the Officer
personally appeared Refaat H Mina
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 *Raffi Varooj Thomassian*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bid Bond
Document Date: 05/24/2011 Number of Pages: Two
Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Refaat H Mina
 Individual
 Corporate Officer — Title(s): President
 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: _____



POWER OF ATTORNEY

Bond No. MINAM-450

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. 222548

Certificate No. 003899303

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

Ralph Eidem Jr., Daniel Huckabay, Arturo Ayala, Dwight Reilly, and Allison Ritto

of the City of Orange, 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 27th day of September, 2010.

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 27th day of September, 2010, 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 24th day of May, 20 11.


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. 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 }
COUNTY OF RIVERSIDE } SS

I REFAAT H. MINA, being first duly sworn, deposes and says:

That he or she is the President of MINAKO AMERICA CORPORATION DBA: MINCO 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 or agent thereof to effectuate a collusive or sham bid.



Signature

Subscribed and sworn to before me this 06 day of June, 2001

"Please see Notary Attached"

Signature of Officer Administering Oath

CALIFORNIA JURAT WITH AFFIANT STATEMENT

- See Attached Document (Notary to cross out lines 1-6 below)
 See Statement Below (Lines 1-5 to be completed only by document signer[s], not Notary)

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____

Signature of Document Signer No. 1 _____ Signature of Document Signer No. 2 (if any) _____

State of California

County of Los Angeles

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

03 day of June, 2011 by

Date Month Year

(1) Refaat H Mina
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me () ()

(and

(2) N/A
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me)

Signature

Raffi Varooj Thomassian
Signature of Notary Public



PIECE 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

Further Description of Any Attached Document

Title or Type of Document: Non-Collusion Affidavit

Document Date: 06/03/2011 Number of Pages: One

Signer(s) Other Than Named Above: N/A



AGREEMENT FORM

*Will Be provided if
The Project Awarded*

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, Special and Technical Provisions, 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:
Rubidoux Area II Street and Storm Drain Improvement Project

I in strict accordance with the plans and specifications dated, _____, prepared by Pettit, Inc., hereinafter called the "Engineer", 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 Engineer and shall be completed within two hundred ten (210) calendar 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 Worker'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

will be provided if the project awarded

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

_____ Seal

_____ Owner

_____ Chairman, Board of Directors

*will be provided if
the project awarded*

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 the Redevelopment Agency for the County of Riverside, 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 for performance, change in requirements, amount of compensation, or repayment under said contract.

DATED:

Surety

Original Contractor - Principal
By _____

By _____
Its Attorney in Fact

Title _____
(If corporation, affix seal)

(Corporate Seal)

STATE OF CALIFORNIA)
COUNTY 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

*will be provided if
the project awarded*

PERFORMANCE BOND

The makers of this bond, _____, as Principal, and _____, as Surety, are held and firmly bound unto the Redevelopment Agency for the County of Riverside, 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: Rubidoux Area II Street and Storm Drain Improvement Project 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, change in compensation or prepayment under said contract.

DATED:

PRINCIPAL

By _____

SURETY

By _____

Its 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: 06-06-2011

Printed Name: RAFAEL H. MINA Title: president

Company: MINAKO AMERICA CORPORATION DBA. MINCO CONSTRUCTION

Address: 522 E. AIRLINE WAY,
GARDENA, CA 90248

(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



REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
CONTRACT DOCUMENTS FOR THE
RUBIDOUX AREA II STREET AND STORM DRAIN IMPROVEMENT PROJECT

ADDENDUM No. 3

Please Be Advised: the Agency hereby updates the following sections of the plans and specifications:

- 1. Reference: Construction Specifications, Notice Inviting Bids, Page BD-1:
a. Proposals shall hereby be delivered to the Clerk of the Board of Directors, on the 1st floor of the County Administrative Center located at 4080 Lemon Street, 1st Floor, Riverside, CA 92501, no later than 2:00 p.m., on June 6, 2011 to be promptly opened in public at said address.
2. Soils Report: The Draft Soils Report, Project No. 110055, from Heider Engineering has been executed and finalized; recommendations and conclusion observations have not changed, so the Agency will not reissue the final until construction. Contractor shall base costs on the soil report conclusions and recommendations.
3. Delete Plans: Contractor will not be responsible for bidding any items associated with the Claystone Avenue, Canyon Pines Place Sidewalk Project (2 Sheets).
4. Add Plans: Contractor shall be responsible for the storm drain improvements identified within the Rubidoux - Crestmore Road Storm Drain Improvement Plans (8 sheets).
5. Reference: Construction Specifications, General Conditions, Article 1 General Provisions, 1.1 - Definitions, Page GC-1:

Add the following definitions:

Rubidoux Community Services District, hereinafter RCSD, is the water, fire-water, and sewer purveyor for the Community of Rubidoux. RCSD specifications and standards can be found at RCSD's website, http://www.rcsd.org/development-resources.asp, known as the "Water and Sanitary Sewer Design & Construction Manual (2005 version)."

Riverside County Flood Control District, hereinafter RCFC, is the regional drainage authority for the County of Riverside. RCFC specifications and standards can be found at RCFC's website, http://www.floodcontrol.co.riverside.ca.us/DistrictDocuments.aspx.

Riverside County Transportation Department, hereinafter RCTD, is responsible for planning, designing, funding, building, operating and maintaining all roads, bridges, and transportation facilities within the unincorporated County territory. RCTD specifications and standards can be found at RCTD's website, [http://www.rctlma.org/trans/land dev ord 461.html](http://www.rctlma.org/trans/land%20dev%20ord%20461.html).

6. **Reference:** Construction Specifications, Bidding Documents, Contractor's Proposal, Item 31.
 - a. Contractor can assume a 4" drain.
7. **Reference:** Construction Specifications, Bidding Documents, Contractor's Proposal, Item 38.
 - a. Item 38 is in relation to a 3'x3' water vault.
8. **Reference:** Construction Specifications, Bidding Documents, Contractor's Proposal, Item 71.
 - a. Addendum Number 2 stated "Construct 3'x4' RCB per Caltrans Standard D-80", and will be **Replaced** with "Construct 3'x5' RCB per Caltrans Standard D-80"
9. **Reference:** Construction Specifications, Bidding Documents, Payment for Items, Pages BD-11 through BD-19:
 - a. **Replace** Item 1 with the following:
 1. Payment for **"Mobilization"** will be made on a lump sum (L.S.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization required to establish a construction staging area(s), and placing a construction trailer and equipment in accordance with the specifications. Mobilization shall also include contract bonds, project insurance, demobilization, and project management.
 - b. **Delete** Item 3 in its entirety.
 - c. **Delete** Item 6 in its entirety.
 - d. **Replace** Item 10 with the following:
 10. Payment for **"Place AC Pavement"** will be made on a per ton (TON) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization, and performing all work required to provide and place AC pavement for course thickness as shown on Standard Improvement Plan Sheet 2, in accordance with the plans and specifications.

- e. **Revise** basis for payment in Item 15 to read "will be made on a per square foot (S.F.) basis".
- f. **Replace** Item 20 with the following:
 - 20. Payment for **"Cold Plane 0.1' Existing Pavement"** will be made on a per square foot (S.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization, and performing all work required to cold plane surface of existing pavement and legally dispose of removed material, in accordance with the plans and specifications.
- g. **Replace** Item 22 with the following:
 - 22. Payment for **"Construct Cross Gutter, Spandrel, and Curb Return"** will be made on a per square foot (S.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization, and performing all work required to prepare subgrade, place, and remove forms and finish concrete in accordance with the plans and specifications.
- h. **Delete** Item 23 in its entirety.
- i. **Revise** basis for payment in Item 24 to read "will be made on a per cubic yard (C.Y.) basis".
- j. **Replace** Item 26 with the following:
 - 26. Payment for **"Remove Existing Curb or Concrete as Noted"** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization, and performing all work required to saw cut and remove existing concrete curb, gutter, or spandrel, and legally dispose of the materials, in accordance with the plans and specifications.
- k. **Replace** Item 29 with the following:
 - 29. Payment for **"Relocate Existing Mailbox with New In-Ground Metal Post"** will be made on a per each (EA.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization, and performing all work required to remove existing mailbox and footing, install mailbox in new location with new in-ground metal post and concrete footing, and legally dispose of removed materials, in accordance with the plans and specifications.

- l. **Delete** Item 30 in its entirety.
- m. **Replace** Item 33 with the following:
 - 33. Payment for **"Reconstruct In-Kind, Existing Private Owner Block Wall"** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization, and performing all work required to remove the existing wall and footing, construct new wall to match existing in material and appearance (unless otherwise approved by Owner) in new location, and legally dispose of removed materials, in accordance with the plans and specifications.
- n. **Replace** Item 35 with the following:
 - 35. Payment for **"Reconstruct In-Kind, Existing Private Owner Wood Fence"** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization, and performing all work required to remove the existing wood fence and footing, construct new wood fence to match existing in material and appearance (unless otherwise approved by Owner) in new location, and legally dispose of removed materials, in accordance with the plans and specifications.
- o. **Replace** Item 36 with the following:
 - 35. Payment for **"Reconstruct In-Kind, Existing Private Owner Wrought Iron Fence"** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization, and performing all work required to remove the existing wrought iron fence and footing, install existing wrought iron fence panels in new location with new posts and footings, and legally dispose of removed materials, in accordance with the plans and specifications.
- p. **Delete** Item 37 in its entirety.

- q. **Replace** Item 38 with the following
38. Payment for **"Adjust to Grade Existing Vault"** will be made on a per each (EA.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization, and performing all work required to adjust existing vault to grade per RCSD Standards, in accordance with the plans and specifications.
- r. **Add** the following sentence at the end of Item 41:
Fire hydrant installation shall meet RCSD Standards.
- s. **Add** the following sentence at the end of Item 42:
Water meter installation shall meet RCSD Standards.
- t. **Delete** Item 43 in its entirety.
- v. **Add** Items 77 through 102 as follows:
77. Payment for **"Install 2-Sack Slurry Backfill Over Storm Drain with Less than 2' Cover"** will be made on a per cubic yard (C.Y.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization, and performing all work required to place 2-sack slurry backfill, in accordance with the plans and specifications.
78. Payment for **"Place Storm Drain Bedding and Backfill in Pipe Zone (to 12" Over Top of Pipe)"** will be made on a lump sum (L.S.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization, and performing all work required to place storm drain bedding and backfill, in accordance with the plans and specifications.
79. Payment for **"Reconstruct Sewer Lateral per RCFC STD M808"** will be made on a per each (EA.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization, and performing all work required to reconstruct sewer lateral, in accordance with the plans and specifications.

80. Payment for **"Furnish and Install Trench Protection in Accordance with Cal/OSHA Standards for Trenches Greater than 5' Deep"** will be made on a lump sum (L.S.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization, and performing all work required to furnish and install trench protection, in accordance with the plans and specifications.
81. Payment for **"Construct Type A Retaining Curb per Addendum Detail"** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization, and performing all work required to construct Type A retaining curb, in accordance with the plans and specifications.
82. Payment for **"Construct Type B Retaining Curb per Addendum Detail"** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization, and performing all work required to construct Type B retaining curb, in accordance with the plans and specifications.
83. Payment for **"Construct Masonry Retaining Wall per Greenbook Standard Plan 816-3 H=3'-4" Max."** will be made on a per square foot (S.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization, and performing all work required to construct masonry retaining wall, in accordance with the plans and specifications.
84. Payment for **"Encase Existing RCSD Sewer Main and Laterals with 2-Sack Slurry to RCSD Specifications within Street Lowering Area"** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization, and performing all work required to encase existing RCSD sewer main and laterals, in accordance with the plans and specifications.
85. Payment for **"Construct Under Sidewalk Drain per Riverside County STD 309"** will be made on a per each (EA.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization, and performing all work required to construct under sidewalk drain, in accordance with the plans and specifications. Contractor can assume a 7' drain for estimating purposes.

86. Payment for **"Construct Private Drain through Curb per Riverside County STD 310"** will be made on a per each (EA.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization, and performing all work required to construct private drain, in accordance with the plans and specifications.
87. Payment for **"Pothole Existing Utilities as Required for Utility Relocation within Street Lowering Area"** will be made on a per each (EA.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization, and performing all work required to perform potholing, as required, in accordance with the plans and specifications.
88. Payment for **"Horizontal Sawcut Existing Curb"** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization, and performing all work required to sawcut and remove portions of existing curb as required for driveway installation, in accordance with the plans and specifications.
89. Payment for **"Construct 6" AC Berm per Riverside County STD 212"** will be made on a per square foot (S.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization, and performing all work required to install AC berm, in accordance with the plans and specifications.
90. Payment for **"Remove Existing Concrete Residential Driveways"** will be made on a per square foot (S.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization, and performing all work required to sawcut, remove, and legally dispose of removed materials, in accordance with the plans and specifications.
91. Payment for **"Remove Existing Concrete Structure"** will be made on a per each (EA.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization, and performing all work required to demolish, remove, backfill, and recompact excavation area, and legally dispose of removed materials, in accordance with the plans and specifications.

92. Payment for **"Reconstruct In-Kind, Existing Private Owner Wrought Iron and Block Fence"** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization, and performing all work required to demolish and remove existing wall, legally dispose of removed materials and reconstruct in new location, in accordance with the plans and specifications.
93. Payment for **"Relocate and/or Adjust to Grade Existing Private Owner Wrought Iron Gate, Recycle Wrought Iron Gate, and Install New V-Track and Footing"** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization, and performing all work required to demolish and legally dispose of existing v-track and footing, and furnish and install new v-track and footing, in accordance with the plans and specifications.
94. Payment for **"Relocate and/or Adjust to Grade Existing Private Owner Chain Link Gate, and Recycle Material"** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization, and performing all work required to relocate and/or adjust to grade existing private owner chain link gate, in accordance with the plans and specifications.
95. Payment for **"Relocate and/or Adjust to Grade Existing Private Owner Wood Gate, and Recycle Material"** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization, and performing all work required to relocate and/or adjust to grade existing private owner wood gate, in accordance with the plans and specifications.
96. Payment for **"Construct Minimum 3" AC Paving Over Compacted Native Soil"** will be made on a per square foot basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization, and performing all work required to excavate to subgrade or place backfill, as required, to grade, and compact and place AC paving, in accordance with the plans and specifications.
97. Payment for **"Construct 4" PCC Over Compacted Native Soil"** will be made on a per square foot basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization, and performing all work required to excavate to subgrade or place backfill, as required, to grade, and compact and place PCC, in accordance with the plans and specifications.

98. Payment for **"Construct 4" AB or Gravel Surface for Driveway Matchup Purposes Over Compacted Native Soil"** will be made on a per square foot basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization, and performing all work required to excavate to subgrade or place backfill, as required, to grade, and compact and place 4" gravel, in accordance with the plans and specifications.
99. Payment for **"Install Traffic Signal Loop to RCTD Standards"** will be made on a per each (EA.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization, and performing all work required to install traffic loops and restore traffic signal function, in accordance with the plans and specifications.
100. Payment for **"Adjust Air-Vac to Grade per RCTD STD W1070"** will be made on a per each (EA.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization, and performing all work required to adjust air-vac to grade, and provide concrete slab and cover as required, in accordance with the plans and specifications.
101. Payment for **"Relocate Existing Waterline per RCSD Standards as Required by Street Lowering"** will be made on a per lineal foot basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization, and performing all work required to relocate existing waterline, in accordance with the plans and specifications. Contractor shall fill out Unit Prices and Total Prices for A, B, C; Contractor's do not need to place anything within the parent bid item 101.
102. Payment for **"Underground Unforeseen Conditions Allowance. To be used as approved and directed by Agency. Unused monies to be returned to Agency"** will be made on a time and material basis, as determined and directed by the Agency. As this is a Time and Material unit, the Agency shall only authorize payment and disbursement of this item for actual work performed under specific direction by the Agency.

10. **Reference:** Construction Specifications, Special Provisions, Section 3 - Duration of Contract, Page SP-1:

Replace the first paragraph with the following:

The Contractor must begin work no later than fourteen (14) days after the commencement date specified in the Notice to Proceed and must complete the entire work within three hundred sixty-five (365) calendar days from the date specified in the Notice to Proceed.

11. **Reference:** Construction Specifications, Special Provisions, Section 13 - Beginning of Work, Page SP-4:

Replace the third paragraph with the following:

All work must be completed within 365 calendar days from the date specified in the Notice to Proceed.

12. **Reference:** Construction Specifications, General Conditions, Article 3 Site Conditions, Page GC-11:

Delete the first sentence of Part 3.1.5.

13. **Reference:** Construction Specifications, General Conditions, Article 19 Changes, 19.1 Change Order Work, Page GC-38:

Add the following after Subpart c of Part 19.1.1:

If such changes reduce the quantity or amount of work to be done, they shall not constitute the basis for claim(s) for damages or anticipated profits on the work eliminated; provided, that if such changes render useless any work already done or material or equipment already furnished or used in the Work, Owner shall make reasonable allowance therefore, which action shall be binding upon both parties.

14. **Reference:** Construction Specifications, General Conditions, Article 19 Changes, 19.1 Change Order Work, Page GC-42:

Addendum No. 2 Deleted 19.1.20. Addendum No. 3 shall include Part 19.1.20 with the following:

19.1.20 Quantities shown on the Contract Drawings are estimates and must be verified by Contractor. Bid schedule may include bit item quantities that are not specified or do not agree with items on the Contract Drawings. Bid item quantities shall be a basis for Contractor's proposal and not constitute a basis for final payment. Final payment for unit cost items will be based upon actual quantities used and verified by Owner's inspector. Quantities shown and used to establish lump sum cost by Contractor are assumed to have been verified by Contractor prior to submitting a bid.

15. **Reference:** Construction Specifications, Technical Provisions, Specifications, Page TP-1:

Add the following to the end of the section titled "Specifications":

Where specified, this project shall also conform to the Standards and Specifications of the Riverside County Flood Control and Water Conservation District.

16. **Reference:** Construction Specifications, Technical Provisions, Article 23 Overall Construction Methods, 23.1 Project Site, Pages TP-1 and TP-2:

Replace the last two paragraphs with the following:

The Contractor shall inform Agency a reasonable length of time in advance of the times and places at which he intends to work in order that lines and grades may be furnished, that inspection may be provided, and that necessary measurements for records and payments may be made with minimum inconvenience. The Contractor shall provide such assistance and materials as may be required. The Contractor shall carefully preserve all survey stakes and reference points. Should any stakes or points be removed or destroyed by any act of the Contractor, they shall be reset at the Contractor's expense.

17. **Reference:** Construction Specifications, Technical Provisions, 30.5 Cold Plane Asphalt Concrete Pavement, Pages TP-10 and TP-11:

Revise depth from 0.17' to 0.10' in first paragraph and **revise** unit for unit bid price from square yard to cubic yard in last paragraph.

18. **Reference:** Construction Specifications, Technical Provisions, 32.5 through 32.8, Pages TP-19 through TP-23:

Delete all but the first paragraph of Part 32.5 on Page TP-19 and **delete** all of Parts 32.6, 32.7, and 32.8 on Pages TP-19 through TP-23. No rubberized asphalt is required under this project.

19. **Reference:** Construction Specifications, Technical Provisions, Part 32.9, Page TP-24:

Revise sentence in middle of Page TP-24 from "The paving asphalt shall be AR-4000" to read "The paving asphalt shall be PG64-10 per RCTD Road Improvement Standards and Specifications, Ordinance 461, Section 11".

20. **Reference:** Construction Specifications, Technical Provisions, Parts 32.10 through 32.13, Pages TP-26 through TP-28:

Delete Parts 32.10 through 32.13, these items are not required for this project.

21. **Reference:** Construction Specifications, Technical Provisions, Article 33 Concrete Curb, Gutter, Cross Gutter, Spandrel, Driveway Approaches, Sidewalk and Curb Ramps, Page TP-29:

Replace the third paragraph with the following:

Excess material resulting from the excavation of the subgrade will become property of the Contractor and be disposed of as provided in Section 7-1.13 of the Standard Specifications. Full compensation for the removal of existing concrete structures shall be included in the contract bid prices for such bid items.

Replace the last paragraph with the following:

The contract unit prices paid per linear foot for Curb and Gutter, per square foot for Sidewalk, Cross Gutter, Spandrels, and Driveway Approaches, and per each for Curb Ramps shall include full compensation for furnishing all labor, equipment, materials, and tools, and incidentals, and for performing all work involved in the construction, complete and in place, including the furnishing and placing of expansion joints.

22. **Reference:** Construction Specifications, Technical Provisions, 33.1 Driveway Tie In, Page TP-29:

Replace the third paragraph with the following:

Excess material resulting from the removal and regrading of existing driveways will become property of the Contractor and be disposed of as provided in Section 7-1.13 of the Standard Specifications.

23. **Reference:** Construction Specifications, Technical Provisions, 33.2 Catch Basin and Retaining Wall, Page TP-30:

Replace with the following:

All catch basins shall be constructed to Riverside County Transportation Department (RCTD) Standards and conform to applicable portions of RCTD Ordinance 461, Section 14.

Retaining walls shall be constructed in accordance with the "Greenbook" Standard Plans and Specifications for Public Works Construction.

Full compensation for furnishing and placing of reinforcement and grate cover, structure excavation, and backfill shall be included in the unit prices bid per each for Catch Basins and per square foot for Retaining Wall, and shall include full

compensation for furnishing all labor, materials, tools, and equipment, and no additional compensation will be allowed therefore.

24. **Reference:** Construction Specifications, Technical Provisions, Page TP-32:

Add the following Part 33.7 following Part 33.6:

33.7 Concrete Damage, Repair, and Protection from Graffiti

Any damage, cracks, or defects in new or existing concrete including but not limited to curbs, gutters, sidewalks, walls and driveways occurring during the course of the project shall be repaired by Contractor to the satisfaction of the Owner. Patching of damaged areas will not be allowed. Damaged, cracked, or defective areas are to be removed and replaced to nearest score line as directed by the Owner at Contractor's expense.

Newly poured concrete shall be protected and guarded from graffiti until concrete has cured sufficiently to resist such vandalism. Failure to prevent graffiti will result in defaced concrete being removed and replaced to nearest score line as directed by the Owner at Contractor's expense. Contractor is advised that preventative steps may include guarding the project after normal working hours and that such preventative measures will not constitute extra work.

25. **Reference:** Construction Specifications, Technical Provisions, Part 33.5 Relocate Signs and Fence, Page TP-31:

Replace with the following:

33.5.1 Relocate Signs

Sign relocation shall conform to the provisions in Section 56 of the Standard Specifications and as directed by the Engineer.

Signs shall be relocated at the locations shown on the construction plans or where directed by the Engineer.

The contract unit price paid per each for Relocate Sign shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for performing all work involved, and no additional compensation will be allowed therefore.

33.5.2 Relocate and/or Reconstruct Fences and Walls

Contractor shall relocate and/or reconstruct fences and walls as noted on the plans unless directed otherwise by Owner.

Relocate Fence - Contractor shall use existing material ("recycle") where possible and install same with new footings in new location. If material cannot be reused (recycled), new material shall match existing or be replaced by Owner-approved equal.

Reconstruct In-Kind Fences and Walls - Contractor shall construct new wall or fence in new location to match existing wall fence material(s) and appearance. Contractor shall reuse (recycle) existing materials (wrought iron panels, concrete wall capstones, etc.) where possible. If Contractor is unable to reuse (recycle) existing materials or match existing configuration and appearance, Contractor shall obtain Owner approval for equal.

Recycle shall be defined herein as the incorporation of existing materials with new construction.

The contract unit price paid per lineal foot for Relocate and/or Reconstruct Fences and Walls shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for performing all work involved, and no additional compensation will be allowed therefore.

If determined, the Agency shall address any further clarifications within subsequent Addendums.

By: _____

Erik Sydow
Project Manager

Date: _____


RESOLUTION
OF
MINAKO AMERICA CORPORATION
DBA
MINCO CONSTRUCTION

Whereas, the Board of Directors of Minako America Corporation convened on November 1, 2004; and


Whereas, by unanimous vote authorized Refaat Mina, as President and Secretary of the corporation; to sign on behalf of the corporation.

RESOLVED, that the Chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute any and all documents necessary for the transaction of corporate business, including but not limited to contracts, bonds, leases, loans and documents of title; and that said officer be and the corporation agree to be bound by the execution of any obligations incurred by said officers.

IN WITNESS WHEREOF, Minako America Corporation, dba, Minco Construction, has caused these presents to be signed by its respective President and attested by its Secretary this 1st day of November, 2004.


Refaat Mina, President

ATTEST:


Refaat Mina, Secretary

Minako America Corporation

dba Minco Construction

522 E. Airline Way

Gardena, CA 90248

310-516-8100

Sealed Proposal For:

"Rubidoux Area II Street and Storm Drain
Improvement Project"

June 6, 2011 @ 2:00 P.M.

County of Riverside
The Clerk of the Board of Directors
4080 Lemon St., 1st Floor
Riverside, CA 92501

SEALED BID RECEIVED
CLERK OF THE BOARD OF SUPERVISORS

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS

2011 JUN -6 PM 2:51