

**SUBMITTAL TO THE BOARD OF DIRECTORS OF THE
REDEVELOPMENT AGENCY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

318



SUBMITTAL DATE:
March 3, 2011

FROM: Redevelopment Agency

SUBJECT: Mecca 18" Water Line Extension Bid Authorization

RECOMMENDED MOTION: That the Board of Directors:

1. Approve the plans and specifications for the construction of the Mecca 18" water line extension project; and,
2. Authorize the Clerk of the Board to advertise the Notice Inviting Bids for the project.

BACKGROUND: The unincorporated community of Mecca has extensive infrastructure needs, which is a barrier to development for the rural community. The Redevelopment Agency is developing several projects for Mecca to provide essential services, including the new Mecca Boys and Girls Club, new fire station, and community wide street improvements, which are currently under construction.

(Continued)

Robert Field

Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 185,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: No

SOURCE OF FUNDS: Redevelopment Funds – Desert Communities Project Area	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY: *Jennifer Sargent*
Jennifer Sargent

MINUTES OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY

On motion of Supervisor Buster, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: April 26, 2011
xc: RDA, Auditor, COB

Kecia Harper-Ihem
Clerk of the Board

By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.: Items 3.11 and of 4.3 5/5/10

District: 4

Agenda Number:

4.7

FISCAL PROCEDURES APPROVED
 PAUL ANGLIO, CPA, AUDITOR-CONTROLLER
 BY: *Samuel Wong* 4/6/11
 DATE: 4/6/11
 SAMUEL WONG
 Departmental Controller
 FORM APPROVED COUNTY COUNSEL
 BY: *Marshall Victor* 4/5/10
 DATE: 4/5/10
 MARSHALL VICTOR

Dept' Recomm.: Consent Policy Policy
 Per Exec. Ofc.: Consent Policy

BACKGROUND:

In order to upgrade fire flow and water service capacity for the Mecca Boys and Girls Club and the fire station projects, the Coachella Valley Water District is requiring that an 18" water line be extended to serve these projects. The water line will be constructed on Avenue 66, which is where both of these projects are located. The water line upgrade will also provide the infrastructure needed for the development of a future commercial shopping center that is being developed by a local non-profit agency.

The Redevelopment Agency is proposing to undertake this infrastructure improvement because it will serve the capital projects that are currently being developed and will eliminate an infrastructure barrier to future private development. The Mecca Street Improvement project, currently in development, has been broken into several phases. Phase 1 has been completed and Phase 2 is scheduled to commence in January 2011. Avenue 66 is scheduled for street improvements in Phase 3 of the project. It is the Redevelopment Agency's intent that the water line be installed prior to the construction of the street improvements to ensure that our construction processes are efficient as possible.

The construction of the Mecca Boys and Girls Club project was awarded to Parkwest Construction by the Board of Directors on February 23, 2010 (Item 4.2). While the line will serve other projects, the Mecca Boys and Girls Club project is under construction and the Agency is requesting that the Board authorize the bidding of the 18" water line extension to serve the project. On October 5, 2010, the Board of Supervisors made the findings required by California's Health and Safety Code and authorized payments by the Redevelopment Agency for this project (BOS Item 3.11). On that same date, the Board of Directors also made their required findings (BOD Item 4.3).

The installation of the water line extension is a project that is Statutorily Exempt from CEQA under Article 18, Section 15282 (k). The plans and specifications for the 18" water line and the ancillary equipment have been reviewed and approved by the Coachella Valley Water District, and County Transportation. The construction specifications have also been reviewed and approved by County Counsel. While the cost of the project will not be known until the bids are received, the engineer's estimate for the project is \$185,000, which includes the cost of the water district's inspections. The project's costs will be paid for by the Redevelopment Agency Desert Communities Project Area funds and will have no impact on the General Fund.

Attachments:

Notice Inviting Bids

Construction Plans for the Mecca 18" Water Line Project

Construction Specifications for the Mecca 18" Water Line Project

REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
RIVERSIDE, CALIFORNIA

**NOTICE INVITING BIDS
FOR
AVENUE 66 18" DIP WATERMAIN EXTENSION**

Prospective bidders are hereby notified that the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE (Owner) will receive sealed bid proposals for AVENUE 66 18" DIP WATERMAIN EXTENSION. Such proposals will be received until June 1, 2011 at 2:00 P.M. at the office of the Clerk of the Board, 4080 Lemon Street, 1st Floor, Riverside, California, 92501, at which time said bids will be publicly opened and read.

A pre-bid meeting will not be held for this project.

Prospective bidders shall be licensed Contractors in the State of California and be qualified to perform the Work specified in the Contract Documents. Pursuant to Public Contract Code Section 3300, bidders (Contractors) shall possess active and current Contractor's License, Class A or C34, which shall be maintained through the course of the Work.

Owner reserves the right to reject any and all proposals and to waive any irregularity. If Owner elects to award a contract for the Work, the award will be made within 60 days from the date of the bid opening. Bids shall be valid for said 60 day period.

Each bid proposal must be accompanied by cash, a certified or cashier's check, or bid bond issued by a surety admitted in and regulated by the State of California and further, if the work or project is financed in whole or in part with federal grant or loan funds, listed in the Treasury Department most current Circular 570 (bid bond shall be submitted on the form included in the Contract Documents or on an equivalent form approved by Owner) for an amount not less than ten percent (10%) of the maximum amount bid. Said check or bond shall be made payable to REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE and, when delivered with a proposal, shall constitute a guarantee that bidder will, if an award is made to him in accordance with the terms of said bidder's proposal: execute a Contract in the Owner's standard form, together with Labor Code Certification thereon; furnish Contract Performance and Payment Bonds with a corporate surety or sureties satisfactory to the Owner, each for not less than 100 percent of the bid price; furnish Certificates of Insurance evidencing that all insurance coverage required by the Contract has been secured.

Owner has obtained from the Director of the State of California Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work. Said rates are on file at the Owner's office and they will be made available to any interested party upon request. Said rates can also be obtained from the State of California website (www.dir.ca.gov/dlsr/pwd). Each Contractor to whom a Contract is awarded must pay the prevailing rates and post copies thereof at the job site.

Bidder is advised that Contractor may, at his sole cost and expense, substitute securities equivalent to any monies withheld by the Owner to insure performance under the Contract. Such securities shall be deposited with the Owner or with a State or Federally Chartered Bank as escrow agent who shall pay such monies to the Contractor upon satisfactory completion of the Contract. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. Securities eligible for substitution shall include those listed in Public Contract Code Section

22300. Alternatively, the Contractor may request to have earned retentions paid directly to the escrow agent in accordance with Public Contract Code Section 22300.

Contract Documents may be obtained from Krieger & Stewart, Incorporated, 3602 University Avenue, Riverside, California, 92501, upon payment of a sixty dollar (\$60.00) non-refundable fee. Contract Documents will be mailed upon payment of an additional ten dollar (\$10.00) non-refundable fee. MAKE ALL CHECKS PAYABLE TO "KRIEGER & STEWART".

For further information, contact Sinisa Saric at Krieger & Stewart, whose telephone number is (951) 684-6900.

REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
RIVERSIDE, CALIFORNIA

Dated: April 26, 2011

By: _____
Clerk of the Board of Directors

REDEVELOPMENT AGENCY FOR
THE COUNTY OF RIVERSIDE
3403 TENTH STREET, SUITE 500
RIVERSIDE, CALIFORNIA 92501
(951) 955-8916

REDEVELOPMENT AGENCY FOR THE
COUNTY OF RIVERSIDE
CONTRACT DOCUMENTS FOR
AVENUE 66 18" DIP WATERMAIN EXTENSION

BID OPENING: ~~BID DATE AND TIME~~

Prepared By

KRIEGER & STEWART, INCORPORATED
ENGINEERING CONSULTANTS
3602 UNIVERSITY AVENUE
RIVERSIDE, CALIFORNIA 92501
(951) 684-6900

SIGNATURE _____

DATE _____

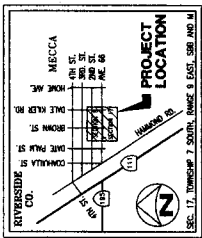
807-39
SS/blt

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR 4/5/11
DATE

IN THE COMMUNITY OF MECCA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

AVENUE 66 18" DIP WATERMAIN EXTENSION

BEING A PORTION OF THE NORTHWEST QUARTER, OF SEC. 17, TOWNSHIP 7 SOUTH, RANGE 9 EAST, S.B.B.&M. APN 727-272-019



VICINITY MAP

LEGEND

SYMBOL	DESCRIPTION
(Symbol)	EXISTING CONCRETE
(Symbol)	EXISTING POWER POLE
(Symbol)	EXISTING EDGE OF PAVEMENT
(Symbol)	EXISTING VALVE
(Symbol)	EXISTING BURIED
(Symbol)	EXISTING FIRE HYDRANT
(Symbol)	EXISTING GATE
(Symbol)	EXISTING TELEPHONE
(Symbol)	EXISTING WATERLINE
(Symbol)	EXISTING IRIGATION LINE
(Symbol)	EXISTING RIGHT-OF-WAY
(Symbol)	ROAD CENTERLINE
(Symbol)	PROPOSED WATER LINE
(Symbol)	PROPOSED GATE VALVE
(Symbol)	PROPOSED BUTTERFLY VALVE (BV)
(Symbol)	PROPOSED LATERAL
(Symbol)	UTILITY INTERFERENCE FLAG, APPROXIMATE LOCATION OF INTERFERENCE WITH THE OF CITY-CABLE TV, DRAIN, C-ELECTRIC, S-E-STEAM DRAIN, T-TELEPHONE, TR-TRASH, AND W-WATER.

ABBREVIATIONS

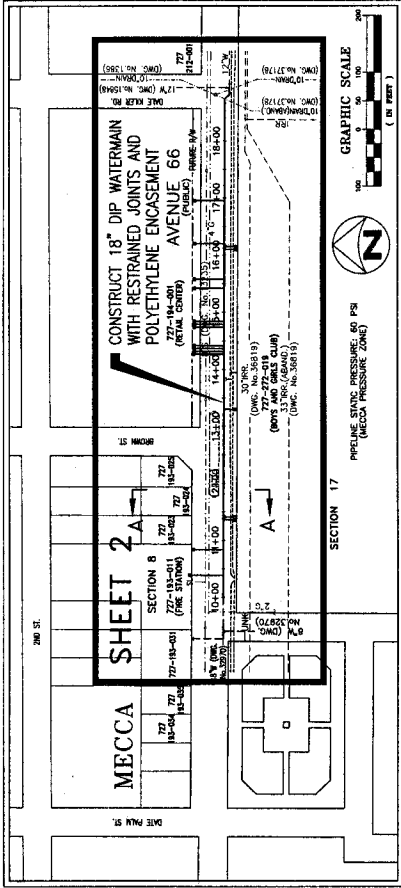
AM	HEAD STATION
BK	BACK STATION
BL	BLOWOFF
CL	CENTER LINE
CP	CONTROL POINT
DI	DUCTILE IRON
DN	DOWN
FD	FOUND
FL	FIRE HYDRANT
FL	FLOWLINE
HP	HORIZONTAL POINT OF INFLECTION
LF	LINEAR FEET
L/W	RIGHT-OF-WAY
VPI	VERTICAL POINT OF INFLECTION

SHEET INDEX

SHEET	DESCRIPTION
1	TITLE SHEET
2	PRELIM PLAN AND PROFILE STA. 10+00 TO STA. 16+00.00

MATERIAL LIST AND QUANTITIES

ITEM NO.	DESCRIPTION	QUANTITY
1	FURNISH AND INSTALL 18" DUCTILE IRON PIPE (POLYETHYLENE ENCASED)	8523 LF
2	FURNISH AND INSTALL 12" DUCTILE IRON PIPE (POLYETHYLENE ENCASED)	582 LF
3	FURNISH AND INSTALL 6" DUCTILE IRON PIPE (POLYETHYLENE ENCASED)	582 LF
4	FURNISH AND INSTALL 8" DETECTOR CHECK VALVE	1 EA.
5	FURNISH AND INSTALL 10" DETECTOR CHECK VALVE	2 EA.
6	FURNISH AND INSTALL 8" DETECTOR CHECK VALVE	1 EA.
7	FURNISH AND INSTALL 12" GATE VALVE	1 EA.
8	FURNISH AND INSTALL 8" GATE VALVE	2 EA.
9	FURNISH AND INSTALL 2" WATER SERVICE	7 EA.
10	FURNISH AND INSTALL 1" WATER SERVICE	7 EA.
11	FURNISH AND INSTALL 18" 45° DUCTILE IRON BEND (POLYETHYLENE ENCASED)	2 EA.
12	FURNISH AND INSTALL 18" 45° DUCTILE IRON BEND (POLYETHYLENE ENCASED)	2 EA.
13	FURNISH AND INSTALL 18" 45° DUCTILE IRON BEND (POLYETHYLENE ENCASED)	1 EA.
14	FURNISH AND INSTALL 18" 45° DUCTILE IRON BEND (POLYETHYLENE ENCASED)	1 EA.
15	FURNISH AND INSTALL 18" 45° DUCTILE IRON BEND (POLYETHYLENE ENCASED)	1 EA.
16	FURNISH AND INSTALL 18" 45° DUCTILE IRON BEND (POLYETHYLENE ENCASED)	8523 LF



INDEX MAP
SCALE 1"=200'

NOTE:
WORK CONTAINED WITHIN THESE PLANS IS THE PROPERTY OF DIGALERT ENGINEERING AND CONSTRUCTION. NO PART OF THESE PLANS OR ANY INFORMATION CONTAINED HEREIN IS TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF DIGALERT ENGINEERING AND CONSTRUCTION. THE USER OF THESE PLANS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE ACCURACY OF ALL DATA AND INFORMATION PROVIDED TO DIGALERT ENGINEERING AND CONSTRUCTION. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE ACCURACY OF ALL DATA AND INFORMATION PROVIDED TO DIGALERT ENGINEERING AND CONSTRUCTION. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE ACCURACY OF ALL DATA AND INFORMATION PROVIDED TO DIGALERT ENGINEERING AND CONSTRUCTION.

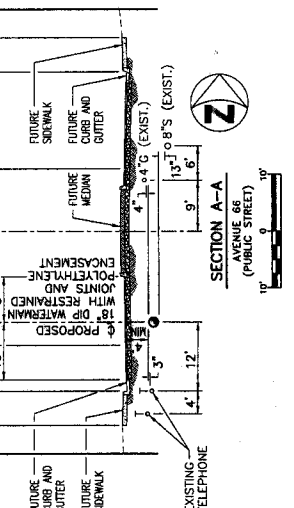
DIGALERT ENGINEERING AND CONSTRUCTION
 811
 1000 N. GARDEN ST.
 ANAHEIM, CA 92816
 PHONE 714-944-1111
 FAX 714-944-1112
 WEBSITE: WWW.DIGALERT.COM

REGISTERED PROFESSIONAL ENGINEER
 CIVIL ENGINEERING
 STATE OF CALIFORNIA
 LICENSE NO. 50434

OWNER/DEVELOPER
 FOR THE COUNTY OF RIVERSIDE
 4410 WINDYBROOK STREET, SUITE B
 RIVERSIDE, CA 92504
 (760) 843-2537 (654)
 LAND@RIVERSIDECOUNTY.CA.GOV

UTILITY CONTACTS
 WATER/SEWER/IRRIGATION/DRAINAGE
 RIVERSIDE WATER DISTRICT
 85-293 AVENUE 33
 PALM SPRINGS, CA 92262
 (760) 368-3551
 (760) 368-3551
 THE WARDER CABLE
 75-065 WATFAR DRIVE
 PALM DESERT, CA 92211
 (760) 213-8638
 METRAL IRRIGATION DISTRICT
 81-400 AVENUE 38
 PALM SPRINGS, CA 92262
 (760) 344-5020

THIS PROJECT IS NOT BONDED. INSPECTION TO BE PERFORMED BY DESERT PERMIT STAFF UNDER LICENSE NO. 1000046.
 TRENCH REPAIR PER RIVERSIDE COUNTY STD. No. 815



BASES OF FINISHING
 THE BASIS OF FINISHING FOR THE SURVEY IS THE CENTERLINE OF AVENUE 66 BETWEEN AVENUE 66 AND AVENUE 68. THE CENTERLINE OF AVENUE 66 IS SHOWN ON THE SURVEY MAP OF THE PARCEL ON FILE IN BOOK 127 AT PAGES 74 AND 75 OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.
 BENCHMARK
 FOUND NOS BRASS IOR SET IN CONCRETE COLLAR STAMPED TO 1259 1974 035 WILES OF THE PARCEL, 72 FEET SOUTHWEST AND ACROSS THE PALE FROM AN OVERHEAD HIGHWAY SIGNAL, 1.0 NORTHWEST OF A TELEPHONE POLE.
 ELEVATION DATA IS BASED ON NAVD 83 ON MVD 76 + 500.00 SFT. BENCH MARK 6-1255 ELEVATION: 1154.64 + 500.00 = 504.64.

ENGINEERING COMPANY:
DIGALERT ENGINEERING AND CONSTRUCTION
 811
 1000 N. GARDEN ST.
 ANAHEIM, CA 92816
 PHONE 714-944-1111
 FAX 714-944-1112
 WEBSITE: WWW.DIGALERT.COM

REGISTERED PROFESSIONAL ENGINEER
 CIVIL ENGINEERING
 STATE OF CALIFORNIA
 LICENSE NO. 50434

DATE: 07/23/21
SCALE: N/A, VERT: N/A

FOR: RCDWA

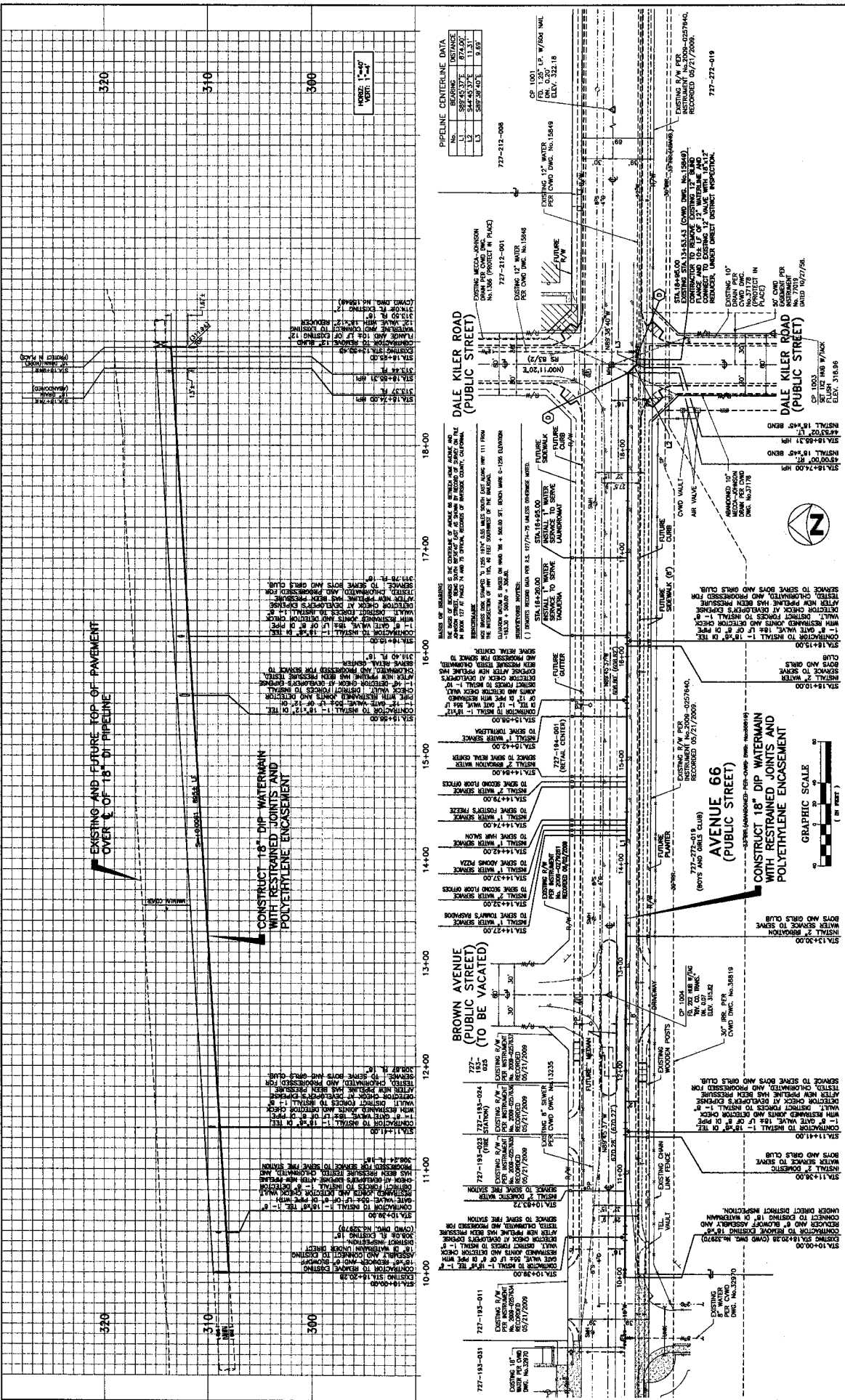
TITLE SHEET

SHEET NO. 1
 OF 2 SHEETS

MS 4249; IP 100046
 IN THE COMMUNITY OF MECCA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
 AVENUE 66 18" DIP WATERMAIN EXTENSION
 BEING TOWNSHIP 7 SOUTH, RANGE 9 EAST, S.B.B.&M.
 APN 727-272-019

PROJECT NO.: 1000046
FILE NO.: 1000046

APPROVED AS TO CONFORMANCE WITH APPLICABLE COUNTY STANDARDS AND PRACTICES:
 PLAN CHECK OVERSIGHT ENGINEER
 REGISTRATION NUMBER
 DATE SIGNED



DIGALERT
 811
 A LAYER TWO SERVICE
 A LAYER ONE SERVICE
 A LAYER THREE SERVICE
 A LAYER FOUR SERVICE
 A LAYER FIVE SERVICE
 A LAYER SIX SERVICE
 A LAYER SEVEN SERVICE
 A LAYER EIGHT SERVICE
 A LAYER NINE SERVICE
 A LAYER TEN SERVICE
 A LAYER ELEVEN SERVICE
 A LAYER TWELVE SERVICE
 A LAYER THIRTEEN SERVICE
 A LAYER FOURTEEN SERVICE
 A LAYER FIFTEEN SERVICE
 A LAYER SIXTEEN SERVICE
 A LAYER SEVENTEEN SERVICE
 A LAYER EIGHTEEN SERVICE
 A LAYER NINETEEN SERVICE
 A LAYER TWENTY SERVICE

NOTE: WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN APPROVED GROUND PERMIT HAS BEEN ISSUED. THE PROVIDER OF THESE PLANS IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE USER OF THESE PLANS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

ENGINEERING COMPANY:
K. DICICCO
CONTRACTOR
 2002 UNIVERSITY AVENUE, SUITE 1000, SANTA ANA, CA 92705
 PREPARED BY: [Signature]
 SCALE: 1"=40' VERT. 1"=40'

DATE: 01/25/21
COUNTY: ORANGE
SHEET NO.: 2
OF 2
PROJECT: MS 42149; IP 100045
 IN THE COUNTY OF ORANGE, COUNTY OF BRESSIE, STATE OF CALIFORNIA
 BEING A PORTION OF THE NORTHWEST QUARTER OF SEC. 17,
 TOWNSHIP 35S, RANGE 17E, S. 18
PIPELINE PLAN AND PROFILE
STA. 10+00 TO STA. 18+95.00



OFFICE OF
CLERK OF THE BOARD OF SUPERVISORS

1st FLOOR, COUNTY ADMINISTRATIVE CENTER
P.O. BOX 1147, 4080 LEMON STREET
RIVERSIDE, CA 92502-1147

PHONE: (951) 955-1060
FAX: (951) 955-1071

KECIA HARPER-IHEM
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR
Assistant Clerk of the Board

May 11, 2011

THE DESERT SUN
ATTN: LEGALS
PO BOX 2734
PALM SPRINGS, CA 92263

FAX (760) 778-4731
E-MAIL: legals@thedesertsun.com

RE: NOTICE INVITING BIDS: MECCA 18" WATER LINE EXTENSION

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **TWO (2) TIMES:**
Fridays: May 13 and May 20, 2011.

We require your affidavit of publication immediately upon completion of the last publication.

Your invoice must be submitted to this office in duplicate, WITH TWO CLIPPINGS OF THE PUBLICATION.

NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.

Thank you in advance for your assistance and expertise.

Sincerely,

Mcgil

Cecilia Gil, Board Assistant to
KECIA HARPER-IHEM, CLERK OF THE BOARD

Gil, Cecilia

From: Moeller, Charlene <CMOELLER@palmspri.gannett.com>
Sent: Wednesday, May 11, 2011 8:48 AM
To: Gil, Cecilia
Subject: RE: FOR PUBLICATION: Mecca 18" Water Line Ext.

Ad received and will publish on date(s) requested.

Charlene Moeller | Media Sales Legal Notice Coordinator

The Desert Sun Media Group

750 N. Gene Autry Trail, Palm Springs, CA 92262

t 760.778.4578 | f 760.778.4731

legals@thedesertsun.com | dpwlegals@thedesertsun.com

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From: Gil, Cecilia [mailto:CCGIL@rcbos.org]
Sent: Wednesday, May 11, 2011 7:37 AM
To: tds-legals
Subject: FOR PUBLICATION: Mecca 18" Water Line Ext.

Notice Inviting Bids, for publication on 2 Fridays: May 13 and 20, 2011. Please confirm. THANK YOU!

Cecilia Gil

Board Assistant to the

Clerk of the Board of Supervisors

951-955-8464

THE COUNTY ADMINISTRATIVE CENTER IS CLOSED EVERY FRIDAY UNTIL FURTHER NOTICE.
PLEASE CONSIDER THE ENVIRONMENT BEFORE PRINTING.

NOTICE INVITING BIDS

AVENUE 66 18" DIP WATERMAIN EXTENSION

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For further information, contact Sinisa Saric at Krieger & Stewart, whose telephone number is (951) 684-6900.

Dated: May 11, 2011

KECIA HARPER-IHEM
Clerk of the Board
By: Cecilia Gil, Board Assistant

The Desert Sun

mydesert.com

750 N. Gene Autry Trail
Palm Springs, CA 92262
Billing Inquiries: (866) 875-0854
Main Office: (760) 322-8889

ADVERTISING INVOICE/STATEMENT

Make Checks payable to DESERT SUN PUBLISHING CO.
P.O. Box 677368 Dallas, TX 75267-7368
A finance charge of 1.5% per month (18% Annually) will be added to balances not paid by the 20th.

RIV06900000000000000000000040502550062593610823

92

RIVERSIDE COUNTY-BOARD OF SUP.
PO BOX 1147
RIVERSIDE CA 92502-1147

Customer No.	Invoice No.
RIV069	0004050255
For the Period	Thru
05/02/11	05/29/11
Due Date	Amount Due
06/15/11	6,259.36
AMOUNT PAID	

PLEASE RETURN THIS TOP SECTION WITH PAYMENT IN THE ENCLOSED ENVELOPE AND INCLUDE YOUR CUSTOMER NUMBER ON REMITTANCE.

Date	EDT	Class	Description	Times Run	Col	Depth	Total Size	Rate	Amount
0502			BALANCE FORWARD						3,324.36
0517			PAYMENT - THANK YOU						980.00-
0508	CLS	0001	CECILIA NO 1538 / GATE F	1	4	6.00	24.00		288.88
0508	CLS	0001	CECILIA NO 1539/ RES 201	1	4	14.00	56.00		680.64
0508	CLS	0001	CECILIA NO 1540 NOTICE O	2	2	117.00	468.00		210.22
0511	CLS	0001	CECLIA NO 1561	10	2	74.00	1480.00		630.20
0513	CLS	0001	CECILIA NO 1612 BOARD OF	2	2	207.00	828.00		359.62
0513	CLS	0001	CECILIA NO 1613 NOTICE O	2	2	89.00	356.00		163.74
0513	CLS	0001	CECILIA NO 1614 NOTICE I	4	2	105.00	840.00		364.60
0520	CLS	0001	CECILIA NO 1719 NOTICE I	4	2	79.00	632.00		278.28
0522	CLS	0001	CECILIA NO 1758 NOTICE O	2	2	71.00	284.00		133.86
0526	CLS	0001	CECILIA NO 1797 NOTICE O	2	2	70.00	280.00		132.20
0528	CLS	0001	CECILIA NO 1825 NOTICE O	2	2	196.00	784.00		341.36
0528	CLS	0001	CECILIA NO 1826 NOTICE O	2	2	190.00	760.00		337.40
									4.7 of 04/26/11
Current		Over 30 Days	Over 60 Days	Over 90 Days	Over 120 Days	Total Due			
3,915.00		2,344.36	.00	.00	.00	6,259.36			
Contract Type	Contract Qnty.	Expiration Date	Current Usage	Total Used	Quantity Remaining	Salesperson			
						MOELLER			

The Advertiser shall make payment within 15 days of the billing date indicated on Company's statement, and, in the event that it fails to make payment within such time, Company may reject advertising copy and / or immediately cancel this contract and Advertiser agrees to indemnify Company for all expenses incurred in connection with the collection of amounts payable under this contract, including but not limited to collection fees, attorney's fees and court costs. If this agreement is cancelled due to Advertiser's failure to make timely payment, Company may rebill the Advertiser for the outstanding balance due at the open or earned contract rate, whichever is applicable.

TO ENSURE PROPER CREDIT, PLEASE RETURN THE TOP SECTION AND INCLUDE YOUR CUSTOMER NUMBER ON REMITTANCE.

Customer Number	Name	Invoice Number	Amount Paid
RIV069	RIVERSIDE COUNTY-BOARD OF SUP.	0004050255	

THE DESERT SUN PUBLISHING CO.
ADVERTISING INVOICE/STATEMENT

The Desert Sun
750 N Gene Autry Trail
Palm Springs, CA 92262
760-778-4578 / Fax 760-778-4731

Certificate of Publication

State of California ss:
County of Riverside

Advertiser:

RIVERSIDE COUNTY-BOARD OF SUP.
4080 LEMON ST
RIVERSIDE CA 925013

2000261907

I am over the age of 18 years old, a citizen of the United States and not a party to, or have interest in this matter. I hereby certify that the attached advertisement appeared in said newspaper (set in type not smaller than non pariel) in each and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

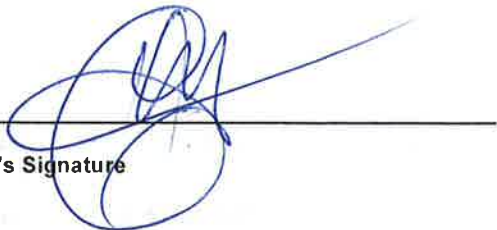
Newspaper: The Desert Sun

5/13/2011 5/20/2011

I acknowledge that I am a principal clerk of the printer of The Desert Sun, printed and published weekly in the City of Palm Springs, County of Riverside, State of California. The Desert Sun was adjudicated a newspaper of general circulation on March 24, 1988 by the Superior Court of the County of Riverside, State of California Case No. 191236.

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 20th day of May, 2011 in Palm Springs, California.

Declarant's Signature



NO 1614

NOTICE INVITING BIDS

AVENUE 66 18" DIP WATERMAIN EXTENSION

Prospective bidders are hereby notified that the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE (Owner) will receive sealed bid proposals for AVENUE 66 18" DIP WATERMAIN EXTENSION. Such proposals will be received until Wednesday, June 1, 2011 at 2:00 P.M. at the office of the Clerk of the Board, 4080 Lemon Street, 1st Floor, Riverside, California, 92501, at which time said bids will be publicly opened and read.

A pre-bid meeting will not be held for this project.

Prospective bidders shall be licensed Contractors in the State of California and be qualified to perform the Work specified in the Contract Documents. Pursuant to Public Contract Code Section 3300, bidders (Contractors) shall possess active and current Contractor's License, Class A or C34, which shall be maintained through the course of the Work.

Owner reserves the right to reject any and all proposals and to waive any irregularity. If Owner elects to award a contract for the Work, the award will be made within 60 days from the date of the bid opening. Bids shall be valid for said 60 day period.

Each bid proposal must be accompanied by cash, a certified or cashier's check, or bid bond issued by a surety admitted in and regulated by the State of California and further, if the work or project is financed in whole or in part with federal grant or loan funds, listed in the Treasury Department most current Circular 570 (bid bond shall be submitted on the form included in the Contract Documents or on an equivalent form approved by Owner) for an amount not less than ten percent (10%) of the maximum amount bid. Said check or bond shall be made payable to REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE and, when delivered with a proposal, shall constitute a guarantee that bidder will, if an award is made to him in accordance with the terms of said bidder's proposal: execute a Contract in the Owner's standard form, together with Labor Code Certification thereon; furnish Contract Performance and Payment Bonds with a corporate surety or sureties satisfactory to the Owner, each for not less than 100 percent of the bid price; furnish Certificates of Insurance evidencing that all insurance coverage required by the Contract has been secured.

Owner has obtained from the Director of the State of California Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work. Said rates are on file at the Owner's office and they will be made available to any interested party upon request. Said rates can also be obtained from the State of California website (www.dir.ca.gov/dlsr/pwd). Each Contractor to whom a Contract is awarded must pay the prevailing rates and post copies thereof at the job site.

Bidder is advised that Contractor may, at his sole cost and expense, substitute securities equivalent to any monies withheld by the Owner to insure performance under the Contract. Such securities shall be deposited with the Owner or with a State or Federally Chartered Bank as escrow agent who shall pay such monies to the Contractor upon satisfactory completion of the Contract. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. Securities eligible for substitution shall include those listed in Public Contract Code Section 22300. Alternatively, the Contractor may request to have earned retentions paid directly to the escrow agent in accordance with Public Contract Code Section 22300.

Contract Documents may be obtained from Krieger & Stewart, Incorporated, 3602 University Avenue, Riverside, California, 92501, upon payment of a sixty dollar (\$60.00) non-refundable fee. Contract Documents will be mailed upon payment of an additional ten dollar (\$10.00) non-refundable fee. **MAKE ALL CHECKS PAYABLE TO "KRIEGER & STEWART"**

For further information, contact Sinisa Saric at Krieger & Stewart, whose telephone number is (951) 684-6900.

Dated: May 11, 2011
KECIA HARPER-IHEM
Clerk of the Board
By: Cecilia Gil, Board Assistant

Published: 5/13, 5/20/11



MEMORANDUM

RIVERSIDE COUNTY COUNSEL

CONFIDENTIAL
ATTORNEY-CLIENT PRIVILEGE

DATE: June 6, 2011

TO: Jane Jennings
Clerk of the Board

FROM: Marsha L. Victor
Principal Deputy County Counsel

RE: Bids for Mecca 18" Waterline project

The five bids submitted for the above referenced project have been reviewed by this office. The bid by Gouin Excavating should be \$262,130.00. They miscalculated the extension of their unit price bid on line item 119, which should be \$8950 as opposed to the \$895.00 which they show. All other bids are as shown in your summary of bids.

The low bid by Gouin Excavating appears to have some irregularities. These will be reviewed and addressed with the bidding agency.

All documents submitted are returned herewith.


MLV/tr

cc: Anna Rodriguez
Redevelopment Agency

Bid Summary

TO:	Pamela J. Walls County Counsel	PROJECT:	Mecca 18" Waterline Project
FROM:	Jane Jennings 955-8092 Clerk of the Board	BID DATE:	06/01/11
Project Mgr:	Anna Rodriguez - EDA (760) 863-2537	BID TIME:	2:00 p.m.
		ITEM/DATE:	4.7 of 04/26/11

(PLEASE REFER ALL QUESTIONS TO THE PROJECT MANAGER)

CONTRACTORS

BID AMOUNT

Gouin Excavating
12755 Cardinal Ct.
Victorville, CA 92392
(760) 956-7064

Base Bid: \$ 254,075.00

J&J Brothers Construction Company, Inc.
dba: Jones Bros. Construction
P.O. Box 905
85-989 Ave 52
Coachella, CA 92236
(760) 347-2291

Base Bid: \$ 267,950.00

Downing Construction, Inc.
35018 Yucaipa Blvd.
Yucaipa, CA 92399
(909) 797-7444

Base Bid: \$ 387,140.00

Superior Ready Mix Concrete, L.P.
dba: Simon Contracting
P.O. Box 10990
Indio, CA 92202
(760) 347-5399

Base Bid: \$ 431,529.00

Paulus Engineering, Inc.
2871 E. Coronado St.
Anaheim, CA 92806-2504
(714) 632-3975

Base Bid: \$ 515,250.00

RECEIVED

JUN 02 2011

COUNTY COUNSEL

73
mw

Company Profile**LIBERTY MUTUAL INSURANCE COMPANY**

175 BERKELEY ST
BOSTON, MA 02116
800-262-8238

Agent for Service of Process

KAREN HARRIS, C/O CORPORATION SERVICE COMPANY 2730 GATEWAY OAKS DRIVE,
SUITE 100 SACRAMENTO, CA 95833

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	23043
NAIC Group #:	<u>0111</u>
California Company ID #:	1022-3
Date authorized in California:	August 30, 1929
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MASSACHUSETTS

Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
DISABILITY
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS

SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

Company Complaint Information

[Company Enforcement Action Documents](#)
[Company Performance & Comparison Data](#)
[Composite Complaint Studies](#)

Want More?

[Help Me Find a Company Representative in My Area](#)

Last Revised - May 26, 2011 01:14 PM
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June 13, 2011

Genesis Construction
ATTN: Bruce E. Perry
170 East Oakland Avenue
Hemet, CA 92543

RE: Bid for Mecca 18" Waterline Project

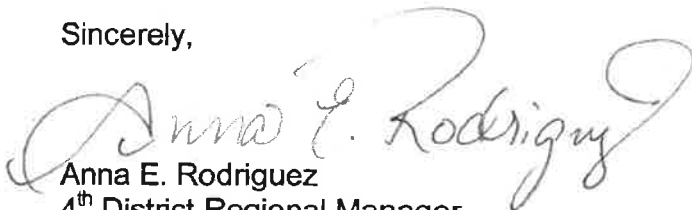
Dear Mr. Perry:

The bid submitted by Genesis Construction for the above cited project cannot be accepted by the Redevelopment Agency for the County of Riverside. The bid package was not received prior to the designated time for the bid opening. The bid opening was held at 2:00 p.m. on June 1, 2011 and the bid submitted by Genesis Construction arrived at the Clerk of the Board of Supervisor's office at 3:00 p.m.

The bid package arrived after the bid opening time, and was not opened. The sealed package is being held by the Clerk of the Board of Supervisor's office, along with the opened bids.

Please feel free to contact me should you have any questions. I can be reached by telephone at (760) 863-2537, by facsimile at (760) 863-2551 and by e-mail at aarodriguez@rivcoeda.org.

Sincerely,



Anna E. Rodriguez
4th District Regional Manager

Xc: Sanisa Saric, Krieger and Stewart, Inc.
Jane Jennings, Clerk of the Board of Supervisors Office



June 13, 2011

Mrs. Susan A. Gouin, Owner
Gouin Excavating
12755 Cardinal Court
Victorville, CA 92392

RE: Mecca 18" Waterline Project

Dear Mrs. Gouin:

The Redevelopment Agency for the County of Riverside has reviewed the bid submitted by Gouin Excavating, and has determined that it is non-responsive. As such, the bid is rejected.

In making the determination the Agency has found that bid page BD-24, The Certification of Bidding Documents was neither signed nor notarized. Also, the Non-Collusion Affidavit was neither executed nor attested.

Please feel free to contact me should you have any questions. I can be reached by telephone at (760) 863-2537, by facsimile at (760) 863-2552 or by e-mail at aarodriguez@rivcoeda.org.

Sincerely,



Anna E. Rodriguez
4th District Regional Manger

Xc: Sanisa Saric, Krieger and Stewart, Inc.
Jane Jennings, Office of the Clerk of the Board of Supervisors

BIDDING DOCUMENTS

FOR
AVENUE 66 18" DIP WATERMAIN EXTENSION

A. INSTRUCTIONS TO BIDDERS

1. Responsible Bidders

Bidders are advised that in selecting a Contractor, Owner reserves the right to consider the financial responsibility and general competency of each Bidder, his trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the public works contract, as well as his reputation within the industry. Owner expects each Bidder to fully and truthfully disclose all information required of the Bidder by the Bidding Documents. Each Bidder must be properly licensed and must sign and submit with his Proposal the Bidder's Statement of Experience, Bidding Sheets, and Certified Data Sheet. Please note that similar information is required in said Bidder's Statement of Experience with respect to any proposed subcontractors (Not required for materials only proposal).

2. Completion of Bid Proposal and Supporting Documents

Bidder shall submit his Bid Proposal on the forms contained within the Bid Proposal Packet located in the back of the original, bound, numbered set of Contract Documents issued by Owner directly to Bidder. Owner will not accept proposals submitted on forms other than those contained within said Bid Proposal Packet included in the original, numbered set of Contract Documents. Any addenda or bulletins issued prior to the bid shall be incorporated into the Bid Proposal and shall be evidenced by Bidder's inclusion of the signed acknowledgement of receipt for each addendum or bulletin with Bidder's submitted Proposal.

Bidder shall complete the attached Bid Proposal and supporting documents including any addenda or bulletins issued before receipt of bids and public opening of same together with Statement of Experience (not required for materials only proposal), Bid Schedule, Certified Data, Certified Worker Craft and Classification, Certification of Bidder's Work Site Inspection, Statement on Bonds and Insurance, Certification of Bidding Documents, Non-Collusion Affidavit, and Bid Proposal Guarantee.

Bidder shall complete in ink each blank on each page. Each entry shall be printed by hand. The completed forms shall be without alterations, erasures, or interlineations. Bidder shall correct errors by striking or lining out mistakes and entering and initialing corrections immediately thereabove. Unless otherwise provided in the Supplemental Instructions to Bidders, Owner will not consider any proposal which does not include bids on all bid items set forth in the Bid Schedule(s). Owner will not consider alternative proposals unless they are called for by these instructions or the supplemental instructions appearing in the Bidding Documents themselves.

Owner may, at its sole discretion, reject any bid to which the Bidder has added conditions, limitations, provisions, or any alterations or interlineations. Owner may also, at its discretion, reject any bid for which the Bidder has failed to supply all requested information or has misrepresented any such information or any matter whatever. Pursuant to Business and Professions Code Section 7028.15, Owner will consider non-responsive and reject any bid submitted by a Contractor not licensed as required by law.

3. Omissions and Discrepancies

Should a Bidder find purported discrepancies in, or omissions from the Special Requirements, Basic Specifications, Construction and Standard Drawings, or other documents bound herein, or should Bidder be in doubt as to their meaning, Bidder shall **immediately** notify Owner in writing. Owner may then send written instructions or notification to all Bidders.

4. Signature and Seal

If the bid proposal is made by an individual, it shall be signed and his full name and his address shall be given; if it is made by a partnership, it shall be signed with the partnership name by one of the partners, who shall sign his own name and, in addition, the name and address of each partner shall be given; if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer, or officers, attested by the corporation seal, and the names and titles of all current officers of the corporation shall be given.

5. Bid Proposal Guarantee

Each bid proposal shall be accompanied by cash, a certified or cashier's check, or bid bond issued by a surety or sureties admitted in and regulated by the State of California and further, if the work or project is financed in whole or in part with federal grant or loan funds, listed in the Treasury Department's most current Circular 570 (bid bond shall be submitted on the form attached herein or on an equivalent form approved by Owner), or equivalent substitution in lieu of a bond as authorized by Public Contract Code Section 20688.25, for an amount not less than 10% of the maximum amount bid.

Said check, bond, or substitute shall be made payable to the Owner and shall be given as a guarantee that the Bidder will enter into the contract described in the Notice Inviting Bids herein if awarded the Work. By submitting a proposal, each Bidder agrees that its failure to enter the contract if awarded the Work would result in damage to the Owner and that it would be impracticable or extremely difficult to ascertain the actual amount of that damage. For this reason, each Bidder agrees that the Owner may retain the bid proposal guarantee as liquidated damages if the Bidder is awarded the Work but fails to or refuses to timely enter the contract.

6. Packaging and Delivery of Bid Proposal and Guarantee

Once the Bid Proposal and supporting documents herein have been completed and signed as set forth above, they shall be placed, along with the Bid Proposal Guarantee and any proposed sketches and brochures required by these instructions, in an envelope, sealed and addressed and delivered or mailed, postage prepaid to:

**County of Riverside
Clerk of the Board
4080 Lemon Street, 1st Floor
Riverside, CA 92501**

Said envelope shall also contain the following in the lower left-hand corner thereof:

Bid Proposal of _____ (Bidder's Name) _____
_____ for _____ (Project Name Appearing on Cover Sheet)

No consideration shall be given by the Owner to bid proposals received after the date and time set by the Notice Inviting Bids herein for the opening of bids.

7. Withdrawal of Bid Proposal

Any Bidder may, without prejudice, withdraw his bid proposal at any time prior to the date and time set by the Notice Inviting Bids herein for the opening of bids; provided that any request to withdraw is made in writing and duly executed by the Bidder or the Bidder's duly authorized

representative and delivered to the Owner's Secretary at the address set forth in Instruction 6 herein. A bid proposal shall be deemed withdrawn once it has been delivered by the Owner to the Bidder requesting withdrawal, either by personal delivery or deposit in the United States mail, addressed to the address originally given by the Bidder. After withdrawal, the Owner will not recognize modifications of bid proposals attempted by methods other than as set forth in Instruction 8 herein.

8. Modification of Bid Proposal

Any Bidder who may wish to modify the bid proposal previously submitted by him may do so only by (a) following the withdrawal procedure set forth in Instruction 7 hereof prior to the date and time set by the Notice Inviting Bids herein for the opening of bids, and (b) submitting a substituted bid proposal which conforms to the requirements set forth in Instruction 1, 2, 4, 5, and 6 hereof. A bid proposal shall be deemed withdrawn once it has been delivered by the Owner to the one requesting withdrawal, either by personal delivery or deposit in the United States mail, addressed to the address originally given by the Bidder. After withdrawal, the Owner will not recognize modifications of bid proposals attempted by methods other than as set forth in this Instruction 8.

9. Opening and Awarding of Bids

All bid proposals shall be publicly opened and read at the time and place set forth in the Notice Inviting Bids herein. Bidders and their authorized representatives are invited to be present. The award, if made, will be made within 120 days of the opening. The Owner's policy is to award to the lowest responsible Bidder who can comply with the projected delivery and/or completion schedules. However, the Owner reserves the right to reject any and all bids and to waive any irregularity. Owner may, at its sole discretion, disregard any added conditions, limitations, provisions, or any interlineations or alterations. Notice of Award shall be made to a successful Bidder in writing and mailed to the address as set forth on the signature page of the Bidding Documents.

In the event there are unit price bid items in a bidding schedule and the "amount" indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly. In the event there is more than one bid item in a bidding schedule and the total indicated for the schedule does not agree with the sum of the prices bid on the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly. Where applicable, in case of discrepancy between the written price and the numerical price, the written price shall prevail.

10. Return of Proposal Guarantees

Bid proposal guarantees will be returned to unsuccessful bidders within 60 days from the date that the Contract is awarded to the successful bidder.

11. Bond(s) and Certificates Required of Successful Bidder

Before commencing any Work under this Contract, the successful Bidder shall file four of each bond with the Owner. These bonds shall be in the amounts and for the purposes specified below. They shall be surety bonds issued by:

a. Either a California Admitted Surety OR a current Treasury Listed Surety (Federal Register).

And

b. Either a current A.M. Best A VIII rated Surety OR an admitted surety insurer which complies with the provisions of the Code of Civil Procedure, § 995.660.

Should any surety or sureties upon said bonds or any of them become insufficient, successful Bidder shall renew said bond or bonds with good and sufficient sureties within ten (10) calendar

days after receiving notice from the County that the surety or sureties are insufficient. Cost of bonds shall be included in the bid price.

The successful Bidder shall provide a contract performance bond in an amount of not less than 100% of the total bid price, conditioned upon faithful performance by said Bidder of all requirements under the contract. In addition, the successful Bidder shall provide a payment bond in an amount of not less than 100% of the total bid price, conditioned upon payment in full of the claims of all persons performing labor upon or furnishing materials to be used in or furnishing appliances or power contributing to the Work to be performed under the contract.

12. Execution of the Contract

The Bidder to whom award is made shall execute a written contract with the Owner on the form of contract provided herein (which shall incorporate by reference the Proposal, addenda or bulletins issued before receipt of bids and public opening of same, Bidder's Statement of Experience (not required for materials only proposal), Bidding Sheet, Certified Data Sheet, Special Requirements, Basic Specifications, and Construction and Standard Drawings), together with the Labor Code Certification (not required for materials only proposal) therein, and furnish good and approved bond(s) and Certificates of Insurance as required in the preceding paragraph within 10 days from the date of mailing the Notice of Award from the Owner to the Bidder, as set forth above, of the acceptance of his proposal.

No proposal shall be considered binding upon the Owner until the Contract has been executed by Owner. Failure or refusal by the successful Bidder to so enter into a contract, as herein provided, or to conform to any of the stipulated requirements in connection therewith, shall be just cause for the annulment of the award and the retention by the Owner of the proposal guarantee. If the successful Bidder refuses or fails to execute the contract, the Owner may award the contract to the Bidder whose proposal is next most acceptable to said Owner; and such Bidder shall fulfill every stipulation embraced herein as if he were the party to whom the first award was made.

A corporation to which an award is made will be required, before the contract is finally executed, to furnish evidence of its corporate existence and of the authority of the officer signing the contract and bond for the corporation to so sign.

13. Withheld Contract Funds

Bidder is advised that Contractor, at his request and expense and in accordance with Section 22300 of the California Public Contract Code, will be permitted to substitute securities equivalent to monies withheld by Owner to insure performance under the Contract. Alternatively, the Contractor may request to have earned retentions paid directly to the escrow agent in accordance with Public Contract Code Section 22300. Refer to Section 28 of the Contract Appendix and the Escrow Agreement for Security Deposits in Lieu of Payment Retention included within the Contract section of the Contract Documents.

B. BIDDER'S PROPOSAL WITH SUPPORTING DOCUMENTS

TO THE BOARD OF DIRECTORS, REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, RIVERSIDE, CALIFORNIA (Owner):

1. Proposal

The undersigned proposes to construct, furnish and install, or furnish only the components or items as set forth in the Bidding Documents for AVENUE 66 18" DIP WATERMAIN EXTENSION.

In submitting this Proposal, the undersigned declares that he has read the Notice Inviting Bids, the Instructions to Bidders, the unexecuted Contract, and all other documents incorporated by reference, including the Special Requirements, the Basic Specifications, and the Construction and Standard Drawings and that he has inspected the Work site.

In exchange for consideration of this Proposal by the Owner, the Bidder agrees that if his bid is accepted by the Owner, the Bidder shall execute said Contract, construct, furnish and install, or furnish the items set forth in this Proposal and required by the Contract, Special Requirements, Basic Specifications, and Construction and Standard Drawings (all within the time provided), and shall accept as full payment the prices set forth in the Bidding Sheet.

The Bidder agrees that he shall execute and furnish such Contract, the performance and payment bonds*, and required certificates of insurance and insurance endorsements, within ten days from the date of mailing to him the written statement that Owner intends to award the Contract to him (i.e. Letter of Intent). If Bidder fails to return said documents within said time, the proposal guaranty shall become the property of the Owner as liquidated damages for such failure or refusal, and shall be deposited as moneys belonging to the Owner; provided that if said Bidder executes the contract and furnishes the required performance and payment bonds* and certificates of insurance within the time aforesaid, his proposal guaranty shall be returned to him within ten days thereafter.

In submitting a bid to a public body, the Bidder offers and agrees that if the bid is accepted, it will assign to the Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder pursuant to the bid. Such assignment shall be made and become effective at the time the Owner tenders final payment to the Contractor, without further acknowledgment by the parties.

*Payment bond not required for materials only proposal.

2. **Statement of Experience***

a. Bidder

Each Bidder (Contractor) shall list, in addition to name and address, the type of work in which it is qualified, and its years of experience in that type of work.

Name: Gouin Excavating
Address: 12755 Cardinal Ct Victorville, CA 92392
Type of Work: Underground Utilities - Wet & Dry
Years of Experience: 25 years

If Bidder (Contractor) has less than 5 years experience, Bidder (Contractor) shall complete Section e, listing the work experience for principals and key personnel.

b. Subbidders

Each Bidder (Contractor) shall list the name and address of each subbidder (subcontractor) who will perform work in excess of one-half of one percent of the total bid. State the subbidders and the work to be performed by each. Only one subbidder shall be listed for each specific portion of the Work. If subbidder (subcontractor) has less than 5 years experience, subbidder shall complete Section f, listing the work experience for principals and key personnel.

1) Name: _____

Address: _____

Contractor License No.: _____ Class: _____

Type of Work: _____ Years of Experience: _____

2) Name: _____

Address: _____

Contractor License No.: _____ Class: _____

Type of Work: _____ Years of Experience: _____

3) Name: _____

Address: _____

Contractor License No.: _____ Class: _____

Type of Work: _____ Years of Experience: _____

4) Name: _____

Address: _____

Contractor License No.: _____ Class: _____

Type of Work: _____ Years of Experience: _____

* Not required for materials only proposal

2. Statement of Experience* (Continued)

c. Bidder Projects (use reverse side if necessary)

Each Bidder (Contractor) shall furnish work record for Bidder (Contractor), listing at least four projects that the Bidder has completed within the past three (3) years. Responses shall be full and explicit.

- 1) Contractor: Gouin Excavating
West Valley Water District
Contract Amount: 185,000 Date Completed: 2004
Type of Work: Install 12" waterline & fittings
Owner (Name, Address, & Phone): West Valley Water District
P.O. Box 920 Rialto, CA 92377 (909) 875-1322
Engineer (Name, Address, & Phone): Lon Tsai -
P.O. Box 920 Rialto, CA 92377 (909) 875-1322
Person in Charge of Project (Name & Phone): Matt Helms - (909) 936-458
- 2) Contractor: Gouin Excavating
Contract Amount: 305,000 Date Completed: 2011
Type of Work: Install 8" waterline / F.H. / BO
Owner (Name, Address, & Phone): KB Home - 951-691-5300
36310 Inland Valley Dr. Wildomar, CA 92595
Engineer (Name, Address, & Phone): Lon Tsai (909) 875-1322
P.O. Box 920 Rialto, CA 92377
Person in Charge of Project (Name & Phone): Eric Steck 951-691-5300
- 3) Contractor: Gouin Excavating
Contract Amount: 405,000 Date Completed: 2003
Type of Work: Install 18" cmc line & fittings
Owner (Name, Address, & Phone): Inland Valley Development Agency
294 S. Leland Way, San Bernardino, CA 92408
Engineer (Name, Address, & Phone): (909) 382-4100

Person in Charge of Project (Name & Phone): _____

* Not required for materials only proposal

c. Bidder Projects (Continued)

4) Contractor: Gavin Excavating

Contract Amount: 385 k Date Completed: 2003

Type of Work: Install 18" Waterline

Owner (Name, Address, & Phone): Western Municipal Water
14205 Meridian Pkwy Riverside, CA 92518

Engineer (Name, Address, & Phone): 951-571-7100

Person in Charge of Project (Name & Phone): _____

5) Contractor: Century Crowell Communities

Contract Amount: 2 million Date Completed: 1996-2004

Type of Work: Install many Housing tracks with
8"-24" Dip

Owner (Name, Address, & Phone): Coachella Water
P.O. Box 1058 Coachella, CA (760) 398-2651

Engineer (Name, Address, & Phone): Roland Bustamante

Person in Charge of Project (Name & Phone): _____

6) Contractor: _____

Contract Amount: _____ Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): _____

2. **Statement of Experience*** (Continued)

d. Subbidder Projects (use reverse side if necessary)

Bidder (Contractor) shall furnish work record for subbidder (subcontractor) listing at least two projects each that the subbidders have completed within the past three (3) years. Responses shall be full and explicit.

1) Subcontractor: _____

Contract Amount: _____ Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): _____

2) Subcontractor: _____

Contract Amount: _____ Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): _____

3) Subcontractor: _____

Contract Amount: _____ Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): _____

* Not required for materials only proposal

d. Subbidder Projects (Continued)

4) Subcontractor: _____

Contract Amount: _____ Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): _____

5) Subcontractor: _____

Contract Amount: _____ Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): _____

6) Subcontractor: _____

Contract Amount: _____ Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): _____

2. Statement of Experience* (Continued)

e. Bidder's Principals and Key Personnel (use reverse side if necessary)

If Bidder (Contractor) has less than 5 years experience in the type of work specified, it shall list the work experience for principals and key personnel to demonstrate that Bidder (Contractor) has sufficient work experience.

1) Name: _____

Address: _____

Type of Work: _____ Years of Experience: _____

Capacity (Title): _____

2) Name: _____

Address: _____

Type of Work: _____ Years of Experience: _____

Capacity (Title): _____

f. Subbidder's Principals and Key Personnel (use reverse side if necessary)

If any subbidder (subcontractor) has less than 5 years experience in the type of work indicated, it shall list the work experience for principals and key personnel to demonstrate that subbidder (subcontractor) has sufficient work experience.

1) Name: _____

Address: _____

Type of Work: _____ Years of Experience: _____

Capacity (Title): _____

2) Name: _____

Address: _____

Type of Work: _____ Years of Experience: _____

Capacity (Title): _____

* Not required for materials only proposal

e. Bidder's Principals and Key Personnel (Continued)

- 3) Name: _____
Address: _____
Type of Work: _____ Years of Experience: _____
Capacity (Title): _____
- 4) Name: _____
Address: _____
Type of Work: _____ Years of Experience: _____
Capacity (Title): _____
- 5) Name: _____
Address: _____
Type of Work: _____ Years of Experience: _____
Capacity (Title): _____

f. Subbidder's Principals and Key Personnel (Continued)

- 3) Name: _____
Address: _____
Type of Work: _____ Years of Experience: _____
Capacity (Title): _____
- 4) Name: _____
Address: _____
Type of Work: _____ Years of Experience: _____
Capacity (Title): _____
- 5) Name: _____
Address: _____
Type of Work: _____ Years of Experience: _____
Capacity (Title): _____

2. Statement of Experience* (Continued)

g. Has Bidder been involved in litigation with any owner of any project within the last 10 years? NO. If so, please describe the project and the nature and results of any litigation including any lawsuits settled prior to trial.

h. Have any subbidders been involved in litigation with any owner of any project within the last 10 years? NO. If so, please describe the project and the nature and results of any litigation including any lawsuits settled prior to trial.

i. Bidder is advised that it may be required to submit a signed financial statement, financial data, or other information and references sufficiently comprehensive to permit an appraisal of its current financial condition prior to award of contract. Said statement, data, or information may be considered in selecting the successful Bidder.

j. Each Bidder (Contractor), at its option, may provide pertinent data or other information which may help Owner properly evaluate bid proposal.

* Not required for materials only proposal

3. Supplemental Instructions to Bidders

- a. Bidder shall submit a proposal for each bid and subbid item. Bidder is advised that the basis of award will be made on the aggregate sum of the bid and subbid items (i.e. Total Bid). If award is made, Owner will award the Work to a single Bidder; however, Owner reserves the right to withhold award on certain bid or subbid items.
- b. All Work under these Contract Documents shall be completed in accordance with the Contract Completion Schedule.
- c. Bidder shall be licensed in accordance with the California Contractors State License Law of the Business and Professions Code and shall be experienced in the type of Work specified. Subbidders, if any, shall also be licensed in accordance with the same law and shall also be experienced in the type of Work specified.
- d. Bidder shall visit and inspect the work site and complete Certification of Bidder's Work Site Inspection to verify same.
- e. By signing and submitting his bid, Bidder certifies that he has verified, to his own satisfaction, the quantities of work shown on the bidding sheets, and further Bidder acknowledges that Bidder's total bid price for the bid schedule covers all work required for a complete and functional project in compliance with the Contract Documents.
- f. Bidders are advised that dewatering and disposal of groundwater is a significant component of constructing the Work. Consequently, Bidders are advised that utilization of experienced and proven personnel, equipment, and methods is essential for timely completion of the specified Work.

4. Bid Schedule

The undersigned hereby proposes to furnish all labor, materials, equipment and methods necessary for constructing all Work specified, all in strict accordance with these Contract Documents, at the bid prices and the Completion Date set forth hereafter. The undersigned also acknowledges that all bid prices include sales tax and all other applicable taxes and fees.

**BID SCHEDULE
AVENUE 66 18" DIP WATERMAIN EXTENSION**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
101	Furnish contract bonds, project insurance, all project permits, and project management.	1	L.S.	N/A	\$ <u>10,000.00</u>
102	Furnish trench protection (shoring or sloping) in accordance with Cal/OSHA Standards for all trenches greater than 5' in depth.	1	L.S.	N/A	\$ <u>4000.00</u>
103	Furnish traffic control, including traffic control drawings for RCTD approval, furnishing and installing all signs, delineators, arrowboards, and flagmen in accordance with RCTD Standards and Permits.	1	L.S.	N/A	\$ <u>12,000.00</u>
104	Furnish and install 18" Class 250 ductile iron pipe and fittings with restrained joints, including polyethylene encasement, backfill, compaction, testing, and disinfection (Stations 10+00.00 to 18+95.00).	895±	L.F.	\$ <u>150⁰⁰</u>	\$ <u>134,250</u>
105	Furnish and install 12" Class 350 ductile iron pipe and fittings with restrained joints, including polyethylene encasement, backfill, compaction, testing, and disinfection (Station 15+58.00).	55±	L.F.	\$ <u>60⁰⁰</u>	\$ <u>3300⁰⁰</u>
106	Furnish and install 8" Class 350 ductile iron pipe and fittings with restrained joints, including polyethylene encasement, backfill, compaction, testing, and disinfection (Stations 11+41.00 (18± L.F.) and 16+15.00 (18± L.F.)).	36±	L.F.	\$ <u>40⁰⁰</u>	\$ <u>1440⁰⁰</u>
107	Furnish and install 6" Class 350 ductile iron pipe and fittings with restrained joints including polyethylene encasement, backfill, compaction, testing, and disinfection (Station 10+39.00).	55±	L.F.	\$ <u>35⁰⁰</u>	\$ <u>1925⁰⁰</u>

BID SCHEDULE
AVENUE 66 18" DIP WATERMAIN EXTENSION

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
108	Furnish and install 12" flanged gate valve, Class 150 (Station 15+58.00).	1	EACH	\$ <u>3000⁰⁰</u>	\$ <u>3000⁰⁰</u>
109	Furnish and install 8" flanged gate valve, Class 150 (Stations 11+41.00 and 16+15.00).	2	EACH	\$ <u>1800⁰⁰</u>	\$ <u>3600⁰⁰</u>
110	Furnish and install 6" flanged gate valve, Class 150 (Station 10+39.00).	1	EACH	\$ <u>1000⁰⁰</u>	\$ <u>1000⁰⁰</u>
111	Furnish and install detector check vault per CVWD Std. Dwg. W-38A (Station 15+58.00).	1	EACH	\$ <u>4800⁰⁰</u>	\$ <u>4800⁰⁰</u>
112	Furnish and install detector check vault per CVWD Std. Dwg. W-31B (Stations 11+41.00 and 16+15.00).	2	EACH	\$ <u>3500⁰⁰</u>	\$ <u>7000⁰⁰</u>
113	Furnish and install detector check vault per CVWD Std. Dwg. W-30B (Station 9+41±).	1	EACH	\$ <u>3200</u>	\$ <u>3200⁰⁰</u>
114	Furnish and install 2" water service per CVWD Std. Dwgs. W-6 and W-11B (Stations 10+83.72, 11+36.00, 13+30.00, 14+32.00, 14+79.00, 14+84.00, and 16+10.00).	7	EACH	\$ <u>2000⁰⁰</u>	\$ <u>14,000⁰⁰</u>
115	Furnish and install 1" water service per CVWD Std. Dwgs. W-6 and W-7B (Stations 14+27.00, 14+37.00, 14+42.00, 14+74.00, 15+42.00, 16+20.00, and 16+95.00).	7	EACH	\$ <u>1200⁰⁰</u>	\$ <u>8400⁰⁰</u>
116	Remove existing 6" blowoff assembly and furnish and install connection to existing 18" waterline (Station 10+00.00).	1	L.S.	N/A	\$ <u>1000⁰⁰</u>
117	Remove existing 12" blind flange and 10± L.F. of existing 12" waterline and furnish and install connection to existing 12" waterline (Station 18+95.00).	1	L.S.	N/A	\$ <u>950⁰⁰</u>
118	Furnish and install 0.33' asphalt concrete base pavement over 0.50' Class II base per County of Riverside Specifications, Standards, and Permits as required for mainline and branch trenches (Stations 10+00.00 to 18+95.00).	895±	L.F.	\$ <u>25⁰⁰</u>	\$ <u>22,375⁰⁰</u>

BID SCHEDULE
AVENUE 66 18" DIP WATERMAIN EXTENSION

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
119	Furnish and install 0.10' grind and 0.10' asphalt concrete pavement overlay per County of Riverside Specifications, Standards, and Permits (Stations 10+00.00 to 18+95.00).	895±	L.F.	\$ <u>10⁰⁰</u>	\$ <u>895⁰⁰</u>
120	Set ties, replace survey monument, and file a corner record for each survey monument disturbed or destroyed.	2	EACH	\$ <u>600⁰⁰</u>	\$ <u>1200⁰⁰</u>
121	Furnish and install modified trench bedding and backfill in accordance with Special Requirements, Section 3, Waterline Construction - Specific Provisions, Part D - Bedding and Pipe Zone Backfill in cases where specified dewatering and suitable bedding cannot be achieved due to the presence of clays or other poorly draining soils, including pumping and disposal of trench water.	895±	L.F.	\$ <u>12⁰⁰</u>	\$ <u>10,740.00</u>
122	Furnish and install all labor, material, equipment, and power required for excavation dewatering.	1	L.S.	N/A	\$ <u>5000.00</u>

BID SCHEDULE
AVENUE 66 18" DIP WATERMAIN EXTENSION

TOTAL BID (Sum of Bid Items 101 through 122):

Two Hundred Fifty Four thousand Dollars \$ 254,075.00
And Seventy Five & 00/100 (words) (figures)

FINAL BID AMOUNT ADJUSTMENT (If Any):

_____ Dollars \$ _____
(words) (figures)

NET BID (With Adjustment)

_____ Dollars \$ _____
(words) (figures)

Bidder hereby acknowledges that all bid prices include any amounts payable by Owner for taxes which may result from this proposal.

Bidder's Authorized Representative

Susan A. Gouin
Signature

Susan A. Gouin
Name (Print)

Owner
Title (Print)

5. Contract Completion Schedule

a. Contract Completion Schedule

Contractor will be advised of award, if made, immediately following Owner's regular scheduled Board meeting (telephone conversation with letter confirmation). Contract Work shall be complete within 60 calendar days after date of Notice to Proceed.

b. Liquidated Damages

Contractor is advised that "Liquidated Damages" of \$1,000.00 per calendar day may be assessed for each calendar day that the Work remains incomplete following the date established by the Contract Completion Schedule, as adjusted for due cause by Change Order.

6. Certified Data

In the blanks provided, fill in the required Certified Data relating to the Bidder's Proposal.

- a. Manufacturer of Ductile Iron Pipe
Pacific States
- b. Manufacturer of Ductile Iron Fittings
Star Pipe
- c. Manufacturer of Gate Valves
M & H Valve
- d. Manufacturer of Precast Concrete Vault
J & B Concrete
- e. Supplier of Asphalt Concrete
Granite
- f. Supplier of Imported Sand
Granite
- g. Supplier of Crushed Rock
Granite

7. Certified Worker Craft and Classification

Bidder hereby states that the bid proposal has been based on the worker craft and classification set forth below and the Work will be performed by personnel within these classifications unless Bidder specifically requests change in writing and Owner approves same in writing.

	Work*	Craft	Classification
	Steel Tank Work	Operating Engineer	Group B-Crane Operator
	Electrical Work	Electrician	Cable Splicer
	Plant Work	Rofer	Helper
a.	Operating Engineer "Backhoe"		Group 8
b.	Pipelayer		Group 4
c.	Laborer		Group 1
d.			
e.			
f.			
g.			
h.			
i.			
j.			
k.			
l.			
m.			

* Designate Type of Work, i.e. Earthwork, Concrete Work, Electrical Work, Mechanical Work, Pump Work, Plant Work, Tank Work, Fencing, Painting, Piping

8. Certification of Bidder's Work Site Inspection

I certify that I have visited and inspected the work site on the following date:

Site
Avenue 66 18" DIP Watermain Extension

Date Visited
5/23/11

I also certify that I am familiar with local conditions which may affect the performance of the work and propose to perform the work generally as follows:

Bidder's Authorized Representative

Susan A. Gowin
Signature

Susan A. Gowin
Name (Print)

Owner
Title (Print)

9. Statement on Bonds and Insurance

a. Names and addresses of all members of partnership or names and titles of all corporate officers:

Harold Gowin - 12755 Cardinal CT
Susan Gowin 12755 Cardinal CT
Victorville, CA 92392

b. The Bidder declares that the surety or sureties named below have agreed to furnish bonds in the aggregate amounts set forth in the Instructions to Bidders, in the event the Contract is awarded on the basis of this proposal.

Name(s) and address(es) of surety or sureties agreeing to furnish bond

Merchant Bonding Company
2100 Fleur Drive
Des Moines, IA 50321

c. The Bidder declares that the insurers named below have reviewed the insurance requirements set forth in the Contract Appendix (Section 8. Insurance) and have agreed to furnish all insurance specified.

Name(s) and address(es) of insurers agreeing to insurance coverage

Alterra Commercial Insurance
9020 Stony Point Parkway # 325
Richmond, VA 23235

10. Certification of Bidding Documents

The Bidder hereby declares and certifies under penalty of perjury that the foregoing statements and all of Bidder's Proposal and Supporting Documents herewith submitted are accurate and correct.

BIDDER

Name: Gouin Excavating
Address: 12755 Cardinal CT
Victorville, CA 92392

Telephone 760-956-7064

By: _____
(Authorized Representative, Written Signature)

Susan Gouin
(Authorized Representative, Typed or Printed Name)

Title: Individual
[Individual, Partner, Corporate Officer (Title)]

Federal Tax Identification Number or Social Security Number: 33-0233873

Corporation organized
under the laws of the
State of: CA

CALIFORNIA CONTRACTOR'S LICENSE:

Class 511578 C34

(Class A or Class C34 is required)

(Corporate Seal)

Number 511578

Expiration Date 6/30/11

NOTARY

STATE OF _____)
COUNTY OF _____)

On _____, 20____, before me, _____, personally appeared _____, 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 of Notary

(Notary Seal)

NOTE: If Notary elects to attach an acknowledgment form, Notary shall use the Notary Acknowledgment form attached at the end of this section (Bidding Documents), or, alternatively, Notary may use a California All-Purpose Acknowledgment form, provided Notary completes the entire form, both the required and optional portions.

11. Non-Collusion Affidavit

Bidder's authorized representative Susan Gouin
(Affiant), being first duly sworn, deposes and says that he/she is owner (Title) of Gouin Excavating (Bidder), 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 corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

BIDDER

Name: Gouin Excavating

By: _____
(Authorized Representative, Written Signature)

Susan A. Gouin
(Authorized Representative, Typed or Printed Name)

Title: Individual
[Individual, Partner, Corporate Officer (Title)]

NOTARY

STATE OF _____)
COUNTY OF _____)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature of Notary

(Notary Seal)

NOTE: If Notary elects to attach a jurat form, Notary shall use the California Jurat form, provided Notary completes the entire form, both the required and optional portions.

12. Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we (Contractor), _____ as Bidder and Principal, and _____ as Surety, are held firmly bound unto the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, California, hereinafter called the Owner, in the penal sum of _____ dollars, \$ _____, for the payment of which sum, well and truly to be made, we bind ourselves, and our successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is that whereas Bidder has submitted the accompanying bid dated _____, 20____, for AVENUE 66 18" DIP WATERMAIN EXTENSION for Owner.

NOW THEREFORE, (1) if the Bidder shall not withdraw said bid within sixty days after the opening of the same, and (2) shall within ten days after the award of the contract furnish the required certificates of insurance and enter into a written contract with the Owner in accordance with the bid as accepted, and (3) if the Bidder shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of said contract and for the protection of laborers and material men, or (4) in the event of the withdrawal of said bid within the periods specified, or the failure to enter into said contract, if the Bidder shall within thirty days after request by the Owner pay the Owner the difference between the amount specified in said bid and the amount for which the Owner may procure the required Work or supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise they remain in full force and effect.

In the event suit is brought upon this bond by the Owner and judgment is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including reasonable attorney's fee, to be fixed by the court.

For value received, the Surety hereby stipulates and agrees that the obligation of said Surety and its bond shall in no way be impaired or affected by any bid errors or by an extension of time within which the Owner may accept such bid, and said Surety hereby waives notice of any such extension.

IN WITNESS WHEREOF, Bidder and Surety have duly and fully executed this instrument this ____ day of _____, 20____.

PRINCIPAL:

SURETY:

Name _____

Name _____

By _____
(Authorized Representative, Written Signature)

By _____
(Authorized Representative, Written Signature)

(Authorized Representative, Typed or Printed Name)

(Authorized Representative, Typed or Printed Name)

Title _____
[Individual, Partner, Corporate Officer (Title)]

Title _____
[Individual, Partner, Corporate Officer (Title)]

Attest: (If Corporation)

Attest: (If Corporation)

By _____

By _____

Title _____

Title _____

(Corporate Seal)

(Corporate Seal)

NOTE: Both Principal and Surety signatures must be notarized. A copy of the power of attorney to local representatives of the bonding company must be attached hereto.

12. Bid Bond (Continued)

NOTARY FOR PRINCIPAL

STATE OF _____)
COUNTY OF _____)

On _____, 20____, before me,
personally
appeared _____,
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 of Notary

(Notary Seal)

NOTARY FOR SURETY

STATE OF _____)
COUNTY OF _____)

On _____, 20____, before me,
personally
appeared _____,
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 of Notary

(Notary Seal)

NOTE: If Notary elects to attach an acknowledgment form, Notary shall use the Notary Acknowledgment form attached at the end of this
section (Bidding Documents), or, alternatively, Notary may use a California All-Purpose Acknowledgment form, provided Notary completes the
entire form, both the required and optional portions.

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the
California Insurance Commissioner authorizing them to write Surety insurance defined in Section 105 of the
California Insurance Code and, if the work or project is financed, in whole or in part, with federal grant or loan
funds, said Surety companies must also appear on the Treasury Department's most current list (Circular 570 as
amended).

Any claims under this bond may be addressed to:

Name and address of Surety

Three horizontal lines for address entry.

Name and address of agent or representative
for service of process in California, if different
from above

Three horizontal lines for address entry.

Telephone number of Surety and agent or representative
for service of process in California

One horizontal line for telephone number entry.

NOTARY ACKNOWLEDGMENT

State of _____ }
County of _____ } ss.

On _____ before me, _____, a Notary Public, personally appeared _____, 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 _____ (seal)

REQUIRED INFORMATION

Capacity Claimed by Signer

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

Description of Attached Document

Document Title or Type

Number of Pages

Document Date

Other Signer(s)

Signer is Representing:

Name of Person(s) or Entity(ies)



NOTE: Notary may use a current California All-Purpose Acknowledgment form; however, Notary must complete the entire form, both required and optional portions.

12. Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we (Contractor), Gouin Excavating & Backhoe as Bidder and Principal, and Merchants Bonding Company (Mutual) as Surety, are held firmly bound unto the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, California, hereinafter called the Owner, in the penal sum of (10%) Ten Percent of the Attached Bid Amount dollars, \$ 10.0% of Bid Amount, for the payment of which sum, well and truly to be made, we bind ourselves, and our successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is that whereas Bidder has submitted the accompanying bid dated June 1, 2011, for AVENUE 66 18" DIP WATERMAIN EXTENSION for Owner.

NOW THEREFORE, (1) if the Bidder shall not withdraw said bid within sixty days after the opening of the same, and (2) shall within ten days after the award of the contract furnish the required certificates of insurance and enter into a written contract with the Owner in accordance with the bid as accepted, and (3) if the Bidder shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of said contract and for the protection of laborers and material men, or (4) in the event of the withdrawal of said bid within the periods specified, or the failure to enter into said contract, if the Bidder shall within thirty days after request by the Owner pay the Owner the difference between the amount specified in said bid and the amount for which the Owner may procure the required Work or supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise they remain in full force and effect.

In the event suit is brought upon this bond by the Owner and judgment is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including reasonable attorney's fee, to be fixed by the court.

For value received, the Surety hereby stipulates and agrees that the obligation of said Surety and its bond shall in no way be impaired or affected by any bid errors or by an extension of time within which the Owner may accept such bid, and said Surety hereby waives notice of any such extension.

IN WITNESS WHEREOF, Bidder and Surety have duly and fully executed this instrument this 27th day of May, 2011.

PRINCIPAL:

Name Gouin Excavating & Backhoe

By Susan A. Gouin (Authorized Representative, Written Signature)

Susan A. Gouin (Authorized Representative, Typed or Printed Name)

Title Individual (Individual, Partner, Corporate Officer (Title))

Attest: (If Corporation)

By

Title

(Corporate Seal)

SURETY:

Name Merchants Bonding Company (Mutual)

By Stephanie Pham (Authorized Representative, Written Signature)

Stephanie Pham (Authorized Representative, Typed or Printed Name)

Title Attorney-in-Fact (Individual, Partner, Corporate Officer (Title))

Attest: (If Corporation)

By Irene Luong

Title Irene Luong, Bond Asst.

(Corporate Seal)

NOTE: Both Principal and Surety signatures must be notarized. A copy of the power of attorney to local representatives of the bonding company must be attached hereto.

12. Bid Bond (Continued)

NOTARY FOR PRINCIPAL

STATE OF _____)
COUNTY OF _____)

On _____, 20____, before me,
_____, personally
appeared _____,
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 of Notary

(Notary Seal)

NOTARY FOR SURETY

STATE OF See Attached _____)
COUNTY OF _____)

On _____, 20____, before me,
_____, personally
appeared _____,
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 of Notary

(Notary Seal)

NOTE: If Notary elects to attach an acknowledgment form, Notary shall use the Notary Acknowledgment form attached at the end of this section (Bidding Documents), or, alternatively, Notary may use a California All-Purpose Acknowledgment form, provided Notary completes the entire form, both the required and optional portions.

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write Surety insurance defined in Section 105 of the California Insurance Code and, if the work or project is financed, in whole or in part, with federal grant or loan funds, said Surety companies must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

Name and address of Surety

Merchants Bonding Company (Mutual)

2100 Fleur Drive

Des Moines, IA 50321

Name and address of agent or representative
for service of process in California, if different
from above

Jere Keprios

818 W. 7th St.

Los Angeles, CA 90017

Telephone number of Surety and agent or representative
for service of process in California

Surety: (515)243-8171

Representative: (213) 627-8252

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange }

On 5/27/11 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 [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: Bid Bond

Document Date: 5/27/11 Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Stephanie Pham

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here



Signer Is Representing:
Merchants Bonding Company (Mutual)

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:

MERCHANTS BONDING COMPANY POWER OF ATTORNEY

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

Eric Lowey, Mark Richardson, Stephanie Pham, Shawn Blume

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

SEVEN MILLION (\$7,000,000.00) DOLLARS

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

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

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

ARTICLE II, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 19th day of January, 2010.



MERCHANTS BONDING COMPANY (MUTUAL)

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 19th day of January, 2010, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

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



Cindy Smyth
Notary Public, Polk County, Iowa

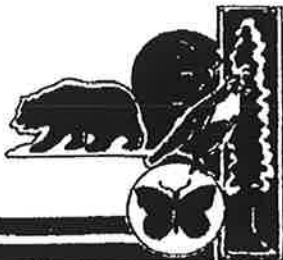
STATE OF IOWA
COUNTY OF POLK ss.

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this 27th day of May, 2011.



William Warner Jr.
Secretary



State of California

OFFICE OF THE SECRETARY OF STATE

1061075

SACRAMENTO

CORPORATION
NUMBER

CERTIFICATE OF QUALIFICATION

I, MARCH FONG EU, *Secretary of State of the State of California*, hereby certify:

That on the 3RD day of DECEMBER, 1981,

MERCHANTS BONDING COMPANY (MUTUAL),

a corporation organized and existing under the laws of the state of

IOWA, complied with the requirements of California law in effect on that date for the purpose of qualifying to transact intrastate business in the State of California and that as of said date said corporation became and now is fully qualified and authorized to transact intrastate business in the State of California, subject, however, to any licensing requirements otherwise imposed by the laws of this State.



IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this
3RD day of DECEMBER, 1981

March Fong Eu

Secretary of State

Bid Proposal
Avenue 66 18" Watermain
Extension

BID OF:
Gouin Excavating

SEALED BID RECEIVED
CLERK OF THE BOARD OF SUPERVISORS

RECEIVED SUPERVISOR'S CLERK
EXHIBIT ROOM 18 1000 AVENUE 66

2011 MAY 31 AM 11:56

BIDDING DOCUMENTS

FOR
AVENUE 66 18" DIP WATERMAIN EXTENSION

A. INSTRUCTIONS TO BIDDERS

1. Responsible Bidders

Bidders are advised that in selecting a Contractor, Owner reserves the right to consider the financial responsibility and general competency of each Bidder, his trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the public works contract, as well as his reputation within the industry. Owner expects each Bidder to fully and truthfully disclose all information required of the Bidder by the Bidding Documents. Each Bidder must be properly licensed and must sign and submit with his Proposal the Bidder's Statement of Experience, Bidding Sheets, and Certified Data Sheet. Please note that similar information is required in said Bidder's Statement of Experience with respect to any proposed subcontractors (Not required for materials only proposal).

2. Completion of Bid Proposal and Supporting Documents

Bidder shall submit his Bid Proposal on the forms contained within the Bid Proposal Packet located in the back of the original, bound, numbered set of Contract Documents issued by Owner directly to Bidder. Owner will not accept proposals submitted on forms other than those contained within said Bid Proposal Packet included in the original, numbered set of Contract Documents. Any addenda or bulletins issued prior to the bid shall be incorporated into the Bid Proposal and shall be evidenced by Bidder's inclusion of the signed acknowledgement of receipt for each addendum or bulletin with Bidder's submitted Proposal.

Bidder shall complete the attached Bid Proposal and supporting documents including any addenda or bulletins issued before receipt of bids and public opening of same together with Statement of Experience (not required for materials only proposal), Bid Schedule, Certified Data, Certified Worker Craft and Classification, Certification of Bidder's Work Site Inspection, Statement on Bonds and Insurance, Certification of Bidding Documents, Non-Collusion Affidavit, and Bid Proposal Guarantee.

Bidder shall complete in ink each blank on each page. Each entry shall be printed by hand. The completed forms shall be without alterations, erasures, or interlineations. Bidder shall correct errors by striking or lining out mistakes and entering and initialing corrections immediately thereabove. Unless otherwise provided in the Supplemental Instructions to Bidders, Owner will not consider any proposal which does not include bids on all bid items set forth in the Bid Schedule(s). Owner will not consider alternative proposals unless they are called for by these instructions or the supplemental instructions appearing in the Bidding Documents themselves.

Owner may, at its sole discretion, reject any bid to which the Bidder has added conditions, limitations, provisions, or any alterations or interlineations. Owner may also, at its discretion, reject any bid for which the Bidder has failed to supply all requested information or has misrepresented any such information or any matter whatever. Pursuant to Business and Professions Code Section 7028.15, Owner will consider non-responsive and reject any bid submitted by a Contractor not licensed as required by law.

3. Omissions and Discrepancies

Should a Bidder find purported discrepancies in, or omissions from the Special Requirements, Basic Specifications, Construction and Standard Drawings, or other documents bound herein, or should Bidder be in doubt as to their meaning, Bidder shall **immediately** notify Owner in writing. Owner may then send written instructions or notification to all Bidders.

4. Signature and Seal

If the bid proposal is made by an individual, it shall be signed and his full name and his address shall be given; if it is made by a partnership, it shall be signed with the partnership name by one of the partners, who shall sign his own name and, in addition, the name and address of each partner shall be given; if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer, or officers, attested by the corporation seal, and the names and titles of all current officers of the corporation shall be given.

5. Bid Proposal Guarantee

Each bid proposal shall be accompanied by cash, a certified or cashier's check, or bid bond issued by a surety or sureties admitted in and regulated by the State of California and further, if the work or project is financed in whole or in part with federal grant or loan funds, listed in the Treasury Department's most current Circular 570 (bid bond shall be submitted on the form attached herein or on an equivalent form approved by Owner), or equivalent substitution in lieu of a bond as authorized by Public Contract Code Section 20688.25, for an amount not less than 10% of the maximum amount bid.

Said check, bond, or substitute shall be made payable to the Owner and shall be given as a guarantee that the Bidder will enter into the contract described in the Notice Inviting Bids herein if awarded the Work. By submitting a proposal, each Bidder agrees that its failure to enter the contract if awarded the Work would result in damage to the Owner and that it would be impracticable or extremely difficult to ascertain the actual amount of that damage. For this reason, each Bidder agrees that the Owner may retain the bid proposal guarantee as liquidated damages if the Bidder is awarded the Work but fails to or refuses to timely enter the contract.

6. Packaging and Delivery of Bid Proposal and Guarantee

Once the Bid Proposal and supporting documents herein have been completed and signed as set forth above, they shall be placed, along with the Bid Proposal Guarantee and any proposed sketches and brochures required by these instructions, in an envelope, sealed and addressed and delivered or mailed, postage prepaid to:

**County of Riverside
Clerk of the Board
4080 Lemon Street, 1st Floor
Riverside, CA 92501**

Said envelope shall also contain the following in the lower left-hand corner thereof:

Bid Proposal of _____ (Bidder's Name) _____
_____ for _____ (Project Name Appearing on Cover Sheet)

No consideration shall be given by the Owner to bid proposals received after the date and time set by the Notice Inviting Bids herein for the opening of bids.

7. Withdrawal of Bid Proposal

Any Bidder may, without prejudice, withdraw his bid proposal at any time prior to the date and time set by the Notice Inviting Bids herein for the opening of bids; provided that any request to withdraw is made in writing and duly executed by the Bidder or the Bidder's duly authorized

representative and delivered to the Owner's Secretary at the address set forth in Instruction 6 herein. A bid proposal shall be deemed withdrawn once it has been delivered by the Owner to the Bidder requesting withdrawal, either by personal delivery or deposit in the United States mail, addressed to the address originally given by the Bidder. After withdrawal, the Owner will not recognize modifications of bid proposals attempted by methods other than as set forth in Instruction 8 herein.

8. Modification of Bid Proposal

Any Bidder who may wish to modify the bid proposal previously submitted by him may do so only by (a) following the withdrawal procedure set forth in Instruction 7 hereof prior to the date and time set by the Notice Inviting Bids herein for the opening of bids, and (b) submitting a substituted bid proposal which conforms to the requirements set forth in Instruction 1, 2, 4, 5, and 6 hereof. A bid proposal shall be deemed withdrawn once it has been delivered by the Owner to the one requesting withdrawal, either by personal delivery or deposit in the United States mail, addressed to the address originally given by the Bidder. After withdrawal, the Owner will not recognize modifications of bid proposals attempted by methods other than as set forth in this Instruction 8.

9. Opening and Awarding of Bids

All bid proposals shall be publicly opened and read at the time and place set forth in the Notice Inviting Bids herein. Bidders and their authorized representatives are invited to be present. The award, if made, will be made within 120 days of the opening. The Owner's policy is to award to the lowest responsible Bidder who can comply with the projected delivery and/or completion schedules. However, the Owner reserves the right to reject any and all bids and to waive any irregularity. Owner may, at its sole discretion, disregard any added conditions, limitations, provisions, or any interlineations or alterations. Notice of Award shall be made to a successful Bidder in writing and mailed to the address as set forth on the signature page of the Bidding Documents.

In the event there are unit price bid items in a bidding schedule and the "amount" indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly. In the event there is more than one bid item in a bidding schedule and the total indicated for the schedule does not agree with the sum of the prices bid on the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly. Where applicable, in case of discrepancy between the written price and the numerical price, the written price shall prevail.

10. Return of Proposal Guarantees

Bid proposal guarantees will be returned to unsuccessful bidders within 60 days from the date that the Contract is awarded to the successful bidder.

11. Bond(s) and Certificates Required of Successful Bidder

Before commencing any Work under this Contract, the successful Bidder shall file four of each bond with the Owner. These bonds shall be in the amounts and for the purposes specified below. They shall be surety bonds issued by:

a. Either a California Admitted Surety OR a current Treasury Listed Surety (Federal Register).

And

b. Either a current A.M. Best A VIII rated Surety OR an admitted surety insurer which complies with the provisions of the Code of Civil Procedure, § 995.660.

Should any surety or sureties upon said bonds or any of them become insufficient, successful Bidder shall renew said bond or bonds with good and sufficient sureties within ten (10) calendar

days after receiving notice from the County that the surety or sureties are insufficient. Cost of bonds shall be included in the bid price.

The successful Bidder shall provide a contract performance bond in an amount of not less than 100% of the total bid price, conditioned upon faithful performance by said Bidder of all requirements under the contract. In addition, the successful Bidder shall provide a payment bond in an amount of not less than 100% of the total bid price, conditioned upon payment in full of the claims of all persons performing labor upon or furnishing materials to be used in or furnishing appliances or power contributing to the Work to be performed under the contract.

12. Execution of the Contract

The Bidder to whom award is made shall execute a written contract with the Owner on the form of contract provided herein (which shall incorporate by reference the Proposal, addenda or bulletins issued before receipt of bids and public opening of same, Bidder's Statement of Experience (not required for materials only proposal), Bidding Sheet, Certified Data Sheet, Special Requirements, Basic Specifications, and Construction and Standard Drawings), together with the Labor Code Certification (not required for materials only proposal) therein, and furnish good and approved bond(s) and Certificates of Insurance as required in the preceding paragraph within 10 days from the date of mailing the Notice of Award from the Owner to the Bidder, as set forth above, of the acceptance of his proposal.

No proposal shall be considered binding upon the Owner until the Contract has been executed by Owner. Failure or refusal by the successful Bidder to so enter into a contract, as herein provided, or to conform to any of the stipulated requirements in connection therewith, shall be just cause for the annulment of the award and the retention by the Owner of the proposal guarantee. If the successful Bidder refuses or fails to execute the contract, the Owner may award the contract to the Bidder whose proposal is next most acceptable to said Owner; and such Bidder shall fulfill every stipulation embraced herein as if he were the party to whom the first award was made.

A corporation to which an award is made will be required, before the contract is finally executed, to furnish evidence of its corporate existence and of the authority of the officer signing the contract and bond for the corporation to so sign.

13. Withheld Contract Funds

Bidder is advised that Contractor, at his request and expense and in accordance with Section 22300 of the California Public Contract Code, will be permitted to substitute securities equivalent to monies withheld by Owner to insure performance under the Contract. Alternatively, the Contractor may request to have earned retentions paid directly to the escrow agent in accordance with Public Contract Code Section 22300. Refer to Section 28 of the Contract Appendix and the Escrow Agreement for Security Deposits in Lieu of Payment Retention included within the Contract section of the Contract Documents.

B. BIDDER'S PROPOSAL WITH SUPPORTING DOCUMENTS

TO THE BOARD OF DIRECTORS, REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, RIVERSIDE, CALIFORNIA (Owner):

1. Proposal

The undersigned proposes to construct, furnish and install, or furnish only the components or items as set forth in the Bidding Documents for AVENUE 66 18" DIP WATERMAIN EXTENSION.

In submitting this Proposal, the undersigned declares that he has read the Notice Inviting Bids, the Instructions to Bidders, the unexecuted Contract, and all other documents incorporated by reference, including the Special Requirements, the Basic Specifications, and the Construction and Standard Drawings and that he has inspected the Work site.

In exchange for consideration of this Proposal by the Owner, the Bidder agrees that if his bid is accepted by the Owner, the Bidder shall execute said Contract, construct, furnish and install, or furnish the items set forth in this Proposal and required by the Contract, Special Requirements, Basic Specifications, and Construction and Standard Drawings (all within the time provided), and shall accept as full payment the prices set forth in the Bidding Sheet.

The Bidder agrees that he shall execute and furnish such Contract, the performance and payment bonds*, and required certificates of insurance and insurance endorsements, within ten days from the date of mailing to him the written statement that Owner intends to award the Contract to him (i.e. Letter of Intent). If Bidder fails to return said documents within said time, the proposal guaranty shall become the property of the Owner as liquidated damages for such failure or refusal, and shall be deposited as moneys belonging to the Owner; provided that if said Bidder executes the contract and furnishes the required performance and payment bonds* and certificates of insurance within the time aforesaid, his proposal guaranty shall be returned to him within ten days thereafter.

In submitting a bid to a public body, the Bidder offers and agrees that if the bid is accepted, it will assign to the Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder pursuant to the bid. Such assignment shall be made and become effective at the time the Owner tenders final payment to the Contractor, without further acknowledgment by the parties.

*Payment bond not required for materials only proposal.

2. **Statement of Experience***

a. Bidder

Each Bidder (Contractor) shall list, in addition to name and address, the type of work in which it is qualified, and its years of experience in that type of work.

Name: J&J Brothers Construction Company, Inc
dba: Jones Bros Construction Company

Address: PO Box 905 / 85989 Avenue 52

Type of Work: Water, Sewer + Storm Drain

Years of Experience: 37 years

If Bidder (Contractor) has less than 5 years experience, Bidder (Contractor) shall complete Section e, listing the work experience for principals and key personnel.

b. Subbidders

Each Bidder (Contractor) shall list the name and address of each subbidder (subcontractor) who will perform work in excess of one-half of one percent of the total bid. State the subbidders and the work to be performed by each. Only one subbidder shall be listed for each specific portion of the Work. If subbidder (subcontractor) has less than 5 years experience, subbidder shall complete Section f, listing the work experience for principals and key personnel.

1) Name: N/A

Address: _____

Contractor License No.: _____ Class: _____

Type of Work: _____ Years of Experience: _____

2) Name: _____

Address: _____

Contractor License No.: _____ Class: _____

Type of Work: _____ Years of Experience: _____

3) Name: _____

Address: _____

Contractor License No.: _____ Class: _____

Type of Work: _____ Years of Experience: _____

4) Name: _____

Address: _____

Contractor License No.: _____ Class: _____

Type of Work: _____ Years of Experience: _____

* Not required for materials only proposal

2. Statement of Experience* (Continued)

c. Bidder Projects (use reverse side if necessary)

Each Bidder (Contractor) shall furnish work record for Bidder (Contractor), listing at least four projects that the Bidder has completed within the past three (3) years. Responses shall be full and explicit.

J&J Brothers Construction Company, Inc

1) Contractor: dba: Jones Bros Construction Co.

Contract Amount: 1,247,088.84 Date Completed: 2011

Type of Work: Airport Blvd Agricultural Drainage & Irrigation Pipeline Replacement Project

Owner (Name, Address, & Phone): Redevelopment Agency for the

County of Riverside 44-199 Monroe St. Ste B Indio, Ca 92201 760.863.2552

Engineer (Name, Address, & Phone): Krieger & Stewart, Inc 3602 University Ave
Riverside, Ca 92501 951.684.6900

Person in Charge of Project (Name & Phone): Joaquin Tijerina 760.863.2529
J&J Brothers Construction Company, Inc

2) Contractor: dba: Jones Bros. Construction Co.

Contract Amount: 2,474,369.18 Date Completed: 2010

Type of Work: Sewer - Mecca 18" Sewer Forcemain

Owner (Name, Address, & Phone): ~~Coachella Valley Water District~~ Coachella Valley Water District

PO Box 1058 Coachella, Ca 92236 760.398.2651

Engineer (Name, Address, & Phone): Boyle Engineering 1131 W. Sixth St.
Ste 350 Ontario, Ca 91762 909.933.5225

Person in Charge of Project (Name & Phone): Jorge Meza 760.398.2651
J&J Brothers Construction Company, Inc

3) Contractor: dba: Jones Bros Construction Co.

Contract Amount: 6,165,534.00 Date Completed: 2009

Type of Work: Water - Highway 86 Transmission Main

Owner (Name, Address, & Phone): Coachella Valley Water District

PO Box 1058 Coachella, Ca 92236 760.398.2651

Engineer (Name, Address, & Phone): Boyle Engineering 1131 W. Sixth St.
Ste. 350 Ontario, Ca 91762 909.933.5225

Person in Charge of Project (Name & Phone): Megan Brown 760.398.2651

* Not required for materials only proposal

c. Bidder Projects (Continued)
J&J Brothers Construction Company, Inc

4) Contractor: dba: Jones Bros Construction Co.

Contract Amount: 2,532,210.00 Date Completed: 2009

Type of Work: Water, Sewer & Storm Drain - Sun City Shadow Hills

Owner (Name, Address, & Phone): Pulte Home Corporation

27101 Puerta Real, Ste. 300 Mission Viejo, Ca 92691 949.623.3700

Engineer (Name, Address, & Phone): Watson Engineering 79440 Corporate

Ctr. Dr. Ste 107 La Quinta, Ca 92253 760.771.6237

Person in Charge of Project (Name & Phone): Bob Paradise 951.258.6001

J&J Brothers Construction Company, Inc

5) Contractor: dba: Jones Bros Construction Co.

Contract Amount: 1,456,993.00 Date Completed: 2009

Type of Work: Water - 1400/1240 Zone Transmission Main

Owner (Name, Address, & Phone): Mission Springs Water District

66575 Second St. Desert Hot Springs, Ca 92240 760.329.6448

Engineer (Name, Address, & Phone): Hacker Engineering, Inc

77530 Enfield Lane Ste E-1 Palm Desert, Ca 92211 760.360.6900

Person in Charge of Project (Name & Phone): Dan Patneau 760.329.6448

J&J Brothers Construction Company, Inc

6) Contractor: dba: Jones Bros Construction Co.

Contract Amount: 3,130,625.00 Date Completed: 2007-2008

Type of Work: Water, Sewer & Storm Drain - Polo Estates

Owner (Name, Address, & Phone): Hofmann Land Development Co.

1380 Galaxy Way Concord, Ca 94522 925.682.4830

Engineer (Name, Address, & Phone): Pardue, Cornwall & Assoc., Inc

18551 Von Karman Ste 104 Irvine, Ca 92612 949.724.9460

Person in Charge of Project (Name & Phone): David Lennon 925.682.4830

2. **Statement of Experience*** (Continued)

d. Subbidder Projects (use reverse side if necessary)

Bidder (Contractor) shall furnish work record for subbidder (subcontractor) listing at least two projects each that the subbidders have completed within the past three (3) years. Responses shall be full and explicit.

1) Subcontractor: N/A

Contract Amount: _____ Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): _____

2) Subcontractor: _____

Contract Amount: _____ Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): _____

3) Subcontractor: _____

Contract Amount: _____ Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): _____

* Not required for materials only proposal

d. Subbidder Projects (Continued)

- 4) Subcontractor: N/A
- Contract Amount: _____ Date Completed: _____
- Type of Work: _____
- Owner (Name, Address, & Phone): _____
- _____
- Engineer (Name, Address, & Phone): _____
- _____
- Person in Charge of Project (Name & Phone): _____
- 5) Subcontractor: _____
- Contract Amount: _____ Date Completed: _____
- Type of Work: _____
- Owner (Name, Address, & Phone): _____
- _____
- Engineer (Name, Address, & Phone): _____
- _____
- Person in Charge of Project (Name & Phone): _____
- 6) Subcontractor: _____
- Contract Amount: _____ Date Completed: _____
- Type of Work: _____
- Owner (Name, Address, & Phone): _____
- _____
- Engineer (Name, Address, & Phone): _____
- _____
- Person in Charge of Project (Name & Phone): _____

2. Statement of Experience* (Continued)

e. Bidder's Principals and Key Personnel (use reverse side if necessary)

If Bidder (Contractor) has less than 5 years experience in the type of work specified, it shall list the work experience for principals and key personnel to demonstrate that Bidder (Contractor) has sufficient work experience.

- 1) Name: Johnny Jones
Address: 59904 Horse Canyon Rd Mtn. Center, Ca 92561
Type of Work: Water, Sewer & Storm Drain Years of Experience: 61 yrs
Capacity (Title): President
- 2) Name: Michael Jones
Address: 41850 Yucca Lane Bermuda Dunes, Ca 92703
Type of Work: Water, Sewer & Storm Drain Years of Experience: 37 yrs
Capacity (Title): Vice-President / Secretary

f. Subbidder's Principals and Key Personnel (use reverse side if necessary)

If any subbidder (subcontractor) has less than 5 years experience in the type of work indicated, it shall list the work experience for principals and key personnel to demonstrate that subbidder (subcontractor) has sufficient work experience.

- 1) Name: N/A
Address: _____
Type of Work: _____ Years of Experience: _____
Capacity (Title): _____
- 2) Name: _____
Address: _____
Type of Work: _____ Years of Experience: _____
Capacity (Title): _____

* Not required for materials only proposal

e. Bidder's Principals and Key Personnel (Continued)

3) Name: Marc Jones
Address: 59313 Hop Patch Springs Rd Mtn. Center, Ca 92561
Type of Work: Water, Sewer & Storm Drain Years of Experience: 36 yrs
Capacity (Title): Vice-President / Treasurer

4) Name: Eric Jones
Address: 30521 Butterfly Peak Rd Mtn. Center, Ca 92561
Type of Work: Water, Sewer & Storm Drain Years of Experience: 33 yrs
Capacity (Title): Vice-President

~~5) Name: _____
Address: _____
Type of Work: _____ Years of Experience: _____
Capacity (Title): _____~~

f. Subbidder's Principals and Key Personnel (Continued)

~~3) Name: _____
Address: _____
Type of Work: _____ Years of Experience: _____
Capacity (Title): _____~~

~~4) Name: _____
Address: _____
Type of Work: _____ Years of Experience: _____
Capacity (Title): _____~~

~~5) Name: _____
Address: _____
Type of Work: _____ Years of Experience: _____
Capacity (Title): _____~~

2. Statement of Experience* (Continued)

- g. Has Bidder been involved in litigation with any owner of any project within the last 10 years? Yes. If so, please describe the project and the nature and results of any litigation including any lawsuits settled prior to trial. Riv. Cty. Sup. Case No. INC014936, INC011452, INC053090, INC062035, INC061054, INC061614 & INC078698 Jones "Plaintiff" settled undisputed collection cases. Jones has never been named as a defendant in a case for failure to complete work per plans and specifications, nor for failure to complete work at all. Jones has no litigation with any public entities.
- h. Have any subbidders been involved in litigation with any owner of any project within the last 10 years? NO. If so, please describe the project and the nature and results of any litigation including any lawsuits settled prior to trial.

- i. Bidder is advised that it may be required to submit a signed financial statement, financial data, or other information and references sufficiently comprehensive to permit an appraisal of its current financial condition prior to award of contract. Said statement, data, or information may be considered in selecting the successful Bidder.
- j. Each Bidder (Contractor), at its option, may provide pertinent data or other information which may help Owner properly evaluate bid proposal.

J&J Brothers Construction Company, Inc dba: Jones Bros.
Construction Company (hereinafter referred to as "Jones") is a
licensed Class "A" general engineering contractor in good
standing. Jones is a family owned construction company
which specializes in Water, Sewer & Storm Drain
contracting for both private and public works in the
Coachella Valley. The principals of Jones have altogether
50 or more years ^{experience} ~~experience~~ performing the same
or similar work called for by this project.

* Not required for materials only proposal

3. Supplemental Instructions to Bidders

- a. Bidder shall submit a proposal for each bid and subbid item. Bidder is advised that the basis of award will be made on the aggregate sum of the bid and subbid items (i.e. Total Bid). If award is made, Owner will award the Work to a single Bidder; however, Owner reserves the right to withhold award on certain bid or subbid items.
- b. All Work under these Contract Documents shall be completed in accordance with the Contract Completion Schedule.
- c. Bidder shall be licensed in accordance with the California Contractors State License Law of the Business and Professions Code and shall be experienced in the type of Work specified. Subbidders, if any, shall also be licensed in accordance with the same law and shall also be experienced in the type of Work specified.
- d. Bidder shall visit and inspect the work site and complete Certification of Bidder's Work Site Inspection to verify same.
- e. By signing and submitting his bid, Bidder certifies that he has verified, to his own satisfaction, the quantities of work shown on the bidding sheets, and further Bidder acknowledges that Bidder's total bid price for the bid schedule covers all work required for a complete and functional project in compliance with the Contract Documents.
- f. Bidders are advised that dewatering and disposal of groundwater is a significant component of constructing the Work. Consequently, Bidders are advised that utilization of experienced and proven personnel, equipment, and methods is essential for timely completion of the specified Work.

4. **Bid Schedule**

The undersigned hereby proposes to furnish all labor, materials, equipment and methods necessary for constructing all Work specified, all in strict accordance with these Contract Documents, at the bid prices and the Completion Date set forth hereafter. The undersigned also acknowledges that all bid prices include sales tax and all other applicable taxes and fees.

**BID SCHEDULE
AVENUE 66 18" DIP WATERMAIN EXTENSION**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
101	Furnish contract bonds, project insurance, all project permits, and project management.	1	L.S.	N/A	<u>\$4,000.00</u>
102	Furnish trench protection (shoring or sloping) in accordance with Cal/OSHA Standards for all trenches greater than 5' in depth.	1	L.S.	N/A	<u>\$1,000.00</u>
103	Furnish traffic control, including traffic control drawings for RCTD approval, furnishing and installing all signs, delineators, arrowboards, and flagmen in accordance with RCTD Standards and Permits.	1	L.S.	N/A	<u>\$1,650.00</u>
104	Furnish and install 18" Class 250 ductile iron pipe and fittings with restrained joints, including polyethylene encasement, backfill, compaction, testing, and disinfection (Stations 10+00.00 to 18+95.00).	895±	L.F.	<u>\$111.00</u>	<u>\$99,345.00</u>
105	Furnish and install 12" Class 350 ductile iron pipe and fittings with restrained joints, including polyethylene encasement, backfill, compaction, testing, and disinfection (Station 15+58.00).	55±	L.F.	<u>\$104.00</u>	<u>\$5,720.00</u>
106	Furnish and install 8" Class 350 ductile iron pipe and fittings with restrained joints, including polyethylene encasement, backfill, compaction, testing, and disinfection (Stations 11+41.00 (18± L.F.) and 16+15.00 (18± L.F.)).	36±	L.F.	<u>\$104.00</u>	<u>\$3,744.00</u>
107	Furnish and install 6" Class 350 ductile iron pipe and fittings with restrained joints including polyethylene encasement, backfill, compaction, testing, and disinfection (Station 10+39.00).	55±	L.F.	<u>\$104.00</u>	<u>\$5,720.00</u>

BID SCHEDULE
AVENUE 66 18" DIP WATERMAIN EXTENSION

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
108	Furnish and install 12" flanged gate valve, Class 150 (Station 15+58.00).	1	EACH	\$ <u>2,520.00</u>	\$ <u>2,520.00</u>
109	Furnish and install 8" flanged gate valve, Class 150 (Stations 11+41.00 and 16+15.00).	2	EACH	\$ <u>1,311.00</u>	\$ <u>2,622.00</u>
110	Furnish and install 6" flanged gate valve, Class 150 (Station 10+39.00).	1	EACH	\$ <u>875.00</u>	\$ <u>875.00</u>
111	Furnish and install detector check vault per CVWD Std. Dwg. W-38A (Station 15+58.00).	1	EACH	\$ <u>3,380.00</u>	\$ <u>3,380.00</u>
112	Furnish and install detector check vault per CVWD Std. Dwg. W-31B (Stations 11+41.00 and 16+15.00).	2	EACH	\$ <u>3,380.00</u>	\$ <u>6,760.00</u>
113	Furnish and install detector check vault per CVWD Std. Dwg. W-30B (Station 9+41±).	1	EACH	\$ <u>3,380.00</u>	\$ <u>3,380.00</u>
114	Furnish and install 2" water service per CVWD Std. Dwgs. W-6 and W-11B (Stations 10+83.72, 11+36.00, 13+30.00, 14+32.00, 14+79.00, 14+84.00, and 16+10.00).	7	EACH	\$ <u>2,645.00</u>	\$ <u>18,515.00</u>
115	Furnish and install 1" water service per CVWD Std. Dwgs. W-6 and W-7B (Stations 14+27.00, 14+37.00, 14+42.00, 14+74.00, 15+42.00, 16+20.00, and 16+95.00).	7	EACH	\$ <u>1,207.00</u>	\$ <u>8,449.00</u>
116	Remove existing 6" blowoff assembly and furnish and install connection to existing 18" waterline (Station 10+00.00).	1	L.S.	N/A	\$ <u>500.00</u>
117	Remove existing 12" blind flange and 10± L.F. of existing 12" waterline and furnish and install connection to existing 12" waterline (Station 18+95.00).	1	L.S.	N/A	\$ <u>500.00</u>
118	Furnish and install 0.33' asphalt concrete base pavement over 0.50' Class II base per County of Riverside Specifications, Standards, and Permits as required for mainline and branch trenches (Stations 10+00.00 to 18+95.00).	895±	L.F.	\$ <u>20.00</u>	\$ <u>17,900.00</u>

BID SCHEDULE
AVENUE 66 18" DIP WATERMAIN EXTENSION

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
119	Furnish and install 0.10' grind and 0.10' asphalt concrete pavement overlay per County of Riverside Specifications, Standards, and Permits (Stations 10+00.00 to 18+95.00).	895±	L.F.	\$ <u>21.00</u>	\$ <u>18,795.00</u>
120	Set ties, replace survey monument, and file a corner record for each survey monument disturbed or destroyed.	2	EACH	\$ <u>100.00</u>	\$ <u>200.00</u>
121	Furnish and install modified trench bedding and backfill in accordance with Special Requirements, Section 3, Waterline Construction - Specific Provisions, Part D - Bedding and Pipe Zone Backfill in cases where specified dewatering and suitable bedding cannot be achieved due to the presence of clays or other poorly draining soils, including pumping and disposal of trench water.	895±	L.F.	\$ <u>25.00</u>	\$ <u>22,375.00</u>
122	Furnish and install all labor, material, equipment, and power required for excavation dewatering.	1	L.S.	N/A	\$ <u>40,000.00</u>

BID SCHEDULE
AVENUE 66 18" DIP WATERMAIN EXTENSION

TOTAL BID (Sum of Bid Items 101 through 122):

Two Hundred, Sixty-Seven Thousand,
Nine Hundred, Fifty _____ Dollars \$ 267,950.00
(words) (figures)

FINAL BID AMOUNT ADJUSTMENT (If Any):

_____ Dollars \$ _____
(words) (figures)

NET BID (With Adjustment)

Two Hundred Sixty-Seven Thousand,
Nine Hundred, Fifty _____ Dollars \$ 267,950.00
(words) (figures)

Bidder hereby acknowledges that all bid prices include any amounts payable by Owner for taxes which may result from this proposal.

Bidder's Authorized Representative



Signature

Johnny Jones

Name (Print)

President

Title (Print)

5. Contract Completion Schedule

a. Contract Completion Schedule

Contractor will be advised of award, if made, immediately following Owner's regular scheduled Board meeting (telephone conversation with letter confirmation). Contract Work shall be complete within 60 calendar days after date of Notice to Proceed.

b. Liquidated Damages

Contractor is advised that "Liquidated Damages" of \$1,000.00 per calendar day may be assessed for each calendar day that the Work remains incomplete following the date established by the Contract Completion Schedule, as adjusted for due cause by Change Order.

6. **Certified Data**

In the blanks provided, fill in the required Certified Data relating to the Bidder's Proposal.

- a. Manufacturer of Ductile Iron Pipe
U.S. Pipe & Foundry, Inc
- b. Manufacturer of Ductile Iron Fittings
Star
- c. Manufacturer of Gate Valves
M d H Valve
- d. Manufacturer of Precast Concrete Vault
J & R
- e. Supplier of Asphalt Concrete
Desert Ready Mix Concrete
- f. Supplier of Imported Sand
CV Aggregates
- g. Supplier of Crushed Rock
CV Aggregates

7. **Certified Worker Craft and Classification**

Bidder hereby states that the bid proposal has been based on the worker craft and classification set forth below and the Work will be performed by personnel within these classifications unless Bidder specifically requests change in writing and Owner approves same in writing.

	Work*	Craft	Classification
	Steel Tank Work	Operating Engineer	Group B-Crane Operator
	Electrical Work	Electrician	Cable Splicer
	Plant Work	Roofer	Helper
a.	<u>Excavation</u>	<u>Operating Engineer</u>	<u>Excavators/loaders/dozers</u>
b.	<u>Pipe Work</u>	<u>Laborers</u>	<u>Pipelayer/Back-up Man/laborers</u>
c.	<u>Flagging</u>	<u>Laborers</u>	<u>Laborer/Apprentice Labor</u>
d.	<u>Backfill</u>	<u>Operating Engineers</u>	<u>Excavators/loaders/dozers</u>
e.	<u>Dust Control</u>	<u>Teamsters</u>	<u>Water Truck/Dump Truck</u>
f.	<u>Paving</u>	<u>Operating Engineer</u>	<u>Paving Machines/Rollers</u>
g.	<u>Equip. transport</u>	<u>Teamsters</u>	<u>Lowbed</u>
h.	_____	_____	_____
i.	_____	_____	_____
j.	_____	_____	_____
k.	_____	_____	_____
l.	_____	_____	_____
m.	_____	_____	_____

* Designate Type of Work, i.e. Earthwork, Concrete Work, Electrical Work, Mechanical Work, Pump Work, Plant Work, Tank Work, Fencing, Painting, Piping

8. Certification of Bidder's Work Site Inspection

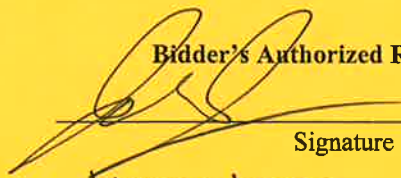
I certify that I have visited and inspected the work site on the following date:

<u>Site</u>	<u>Date Visited</u>
Avenue 66 18" DIP Watermain Extension	May 17, 2011

I also certify that I am familiar with local conditions which may affect the performance of the work and propose to perform the work generally as follows:

To complete the work in accordance with the plans
and contract documents.

Bidder's Authorized Representative



Signature

Johnny Jones

Name (Print)

President

Title (Print)

9. **Statement on Bonds and Insurance**

a. Names and addresses of all members of partnership or names and titles of all corporate officers:

Johnny Jones, President
Michael Jones, Vice-President / Secretary
Marc Jones, Vice-President / Treasurer
Eric Jones, Vice-President

b. The Bidder declares that the surety or sureties named below have agreed to furnish bonds in the aggregate amounts set forth in the Instructions to Bidders, in the event the Contract is awarded on the basis of this proposal.

Name(s) and address(es) of surety or sureties agreeing to furnish bond

Liberty Mutual Insurance Company
7800 S. Elati St., Ste 100
Littleton, CO 80120

c. The Bidder declares that the insurers named below have reviewed the insurance requirements set forth in the Contract Appendix (Section 8. Insurance) and have agreed to furnish all insurance specified.

Name(s) and address(es) of insurers agreeing to insurance coverage

Desert Empire Insurance Services, Inc
77-564 Country Club Dr., Ste. 401
Palm Desert, Ca 92211

10. Certification of Bidding Documents

The Bidder hereby declares and certifies under penalty of perjury that the foregoing statements and all of Bidder's Proposal and Supporting Documents herewith submitted are accurate and correct.

BIDDER

Name: J & J Brothers Construction Company, Inc
d/b/a: Jones Bros Construction Co.

Address: PO Box 905 / 85989 Avenue 52
Coachella, Ca 92236

Telephone 760.347.2291

By: [Signature]
(Authorized Representative, Written Signature)

Johnny Jones
(Authorized Representative, Typed or Printed Name)

Title: President
[Individual, Partner, Corporate Officer (Title)]

Federal Tax Identification Number or Social Security Number: 95-3541949

Corporation organized

under the laws of the

State of: California

CALIFORNIA CONTRACTOR'S LICENSE:

Class A

(Class A or Class C34 is required)

(Corporate Seal)

Number 406921

Expiration Date 06.30.11

NOTARY

STATE OF California
COUNTY OF Riverside

On June 1, 2011, 20 11, before me, K.L. Manning, Notary Public, personally appeared Johnny Jones, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

[Signature]
Signature of Notary



NOTE: If Notary elects to attach an acknowledgment form, Notary shall use the Notary Acknowledgment form attached at the end of this section (Bidding Documents), or, alternatively, Notary may use a California All-Purpose Acknowledgment form, provided Notary completes the entire form, both the required and optional portions.

11. Non-Collusion Affidavit

Bidder's authorized representative Johnny Jones
(Affiant), being first duly sworn, deposes and says that he/she is President (Title) of J&J Brothers Construction Co., Inc (Bidder), 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 corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

BIDDER

Name: J&J Brothers Construction Company, Inc
dba: Jones Bros Construction Co.

By: [Signature]
(Authorized Representative, Written Signature)

Johnny Jones
(Authorized Representative, Typed or Printed Name)

Title: President
[Individual, Partner, Corporate Officer (Title)]

NOTARY

STATE OF California)
COUNTY OF Riverside)

Subscribed and sworn to (or affirmed) before me on this 1 day of June, 2011, by Johnny Jones, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

[Signature]
Signature of Notary



NOTE: If Notary elects to attach a jurat form, Notary shall use the California Jurat form, provided Notary completes the entire form, both the required and optional portions.

12. Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we (Contractor), J & J BROTHERS CONSTRUCTION CO., INC. d/b/a JONES BROS.* as Bidder and Principal, and LIBERTY MUTUAL INSURANCE COMPANY as Surety, are held firmly bound unto the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, California, hereinafter called the Owner, in the penal sum of Ten Percent (10%) of the Total Amount** dollars, \$ _____, for the payment of which sum, well and truly to be made, we bind ourselves, and our successors and assigns, jointly and severally, firmly by these presents.

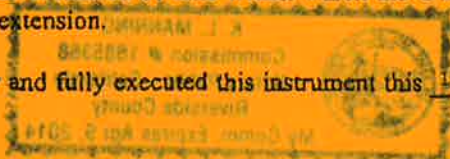
The condition of this obligation is that whereas Bidder has submitted the accompanying bid dated June 1, 2011, for AVENUE 66 18" DIP WATERMAIN EXTENSION for Owner.

NOW THEREFORE, (1) if the Bidder shall not withdraw said bid within sixty days after the opening of the same, and (2) shall within ten days after the award of the contract furnish the required certificates of insurance and enter into a written contract with the Owner in accordance with the bid as accepted, and (3) if the Bidder shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of said contract and for the protection of laborers and material men, or (4) in the event of the withdrawal of said bid within the periods specified, or the failure to enter into said contract, if the Bidder shall within thirty days after request by the Owner pay the Owner the difference between the amount specified in said bid and the amount for which the Owner may procure the required Work or supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise they remain in full force and effect.

In the event suit is brought upon this bond by the Owner and judgment is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including reasonable attorney's fee, to be fixed by the court.

For value received, the Surety hereby stipulates and agrees that the obligation of said Surety and its bond shall in no way be impaired or affected by any bid errors or by an extension of time within which the Owner may accept such bid, and said Surety hereby waives notice of any such extension.

IN WITNESS WHEREOF, Bidder and Surety have duly and fully executed this instrument this 1st day of June, 2011.



PRINCIPAL: J & J BROTHERS CONSTRUCTION CO., INC. Name d/b/a JONES BROS. CONSTRUCTION CO. By [Signature] (Authorized Representative, Written Signature) Johnny Jones (Authorized Representative, Typed or Printed Name)

Title President [Individual, Partner, Corporate Officer (Title)]

Attest: (If Corporation) By [Signature] Michael Jones Title Vice-President/Secretary

(Corporate Seal)

SURETY: Name LIBERTY MUTUAL INSURANCE COMPANY By [Signature] (Authorized Representative, Written Signature) Cynthia M. Burnett (Authorized Representative, Typed or Printed Name)

Title Attorney-in-Fact [Individual, Partner, Corporate Officer (Title)]

Witness: Attest: (If Corporation) By [Signature] Jason Paez Title Littleton, Colorado

(Corporate Seal)

NOTE: Both Principal and Surety signatures must be notarized. A copy of the power of attorney to local representatives of the bonding company must be attached hereto.

12. Bid Bond (Continued)

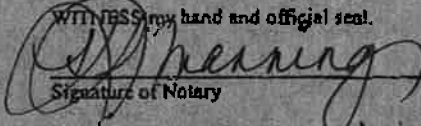
NOTARY FOR PRINCIPAL

STATE OF California)
COUNTY OF Riverside)

On June 1, 2011, before me, K.L. Manning, personally appeared Johnny Jones, 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 of Notary

My Commission Expires: April 9, 2014



NOTE: If Notary elects to attach an acknowledgment form, Notary shall use the Notary Acknowledgment form attached at the end of this section (Bidding Documents), or, alternatively, Notary may use a California All-Purpose Acknowledgment form, provided Notary completes the entire form, both the required and optional portions.

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write Surety insurance defined in Section 105 of the California Insurance Code and, if the work or project is financed, in whole or in part, with federal grant or loan funds, said Surety companies must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

Name and address of Surety

Liberty Mutual Insurance Company
7800 South Elati Street, Suite 100
Littleton, Colorado 80120

Name and address of agent or representative for service of process in California, if different from above

Desert Empire Insurance Services, Inc.
77-564 Country Club Drive, Suite 401
Palm Desert, California 92211

Telephone number of Surety and agent or representative for service of process in California

(303) 225-8030 / (760) 360-4700

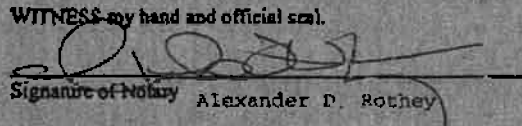
NOTARY FOR SURETY

STATE OF Colorado)
COUNTY OF Arapahoe)

On June 1, 2011, before me, Alexander D. Rothery, personally appeared Cynthia M. Burnett, 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 of Notary Alexander D. Rothery

My Commission Expires: July 21, 2013

(Notary Seal)

NOTARY ACKNOWLEDGMENT

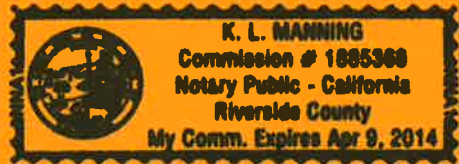
State of California }
County of Riverside } ss.

On June 1, 2011 before me, K. L. Manning, a Notary Public, personally appeared Johnny Jones, 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] (seal)



REQUIRED INFORMATION

Capacity Claimed by Signer

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

Description of Attached Document

Bidding Documents
Document Title or Type

27
Number of Pages

June 1, 2011
Document Date

Other Signer(s)

Signer is Representing:
Name of Person(s) or Entity(ies)
J & J Brothers Construction Co, Inc
d/b/a: Jones Bros Construction Co.



NOTE: Notary may use a current California All-Purpose Acknowledgment form; however; Notary must complete the entire form, both required and optional portions.

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.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

DOUGLAS J. ROTHEY, CYNTHIA M. BURNETT, ERIK ULIBARRI, ALL OF THE CITY OF LITTLETON, STATE OF COLORADO.....

, 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 (\$ 50,000,000.00.....) 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 XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company 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 Company 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 Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so 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 XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company 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 Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 9th day of November, 2010.

LIBERTY MUTUAL INSURANCE COMPANY



By Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 9th day of November, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company 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.



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

By Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, 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 XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

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 Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

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 1st day of June, 2011.



By 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.

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Riverside, Ca 92501

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