

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: DOWNING CONSTRUCTION Inc

Address: 35018 YUCAIPA BLVD.

Type of Work: Water, Sewer, Storm Drain

Years of Experience: 25+

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: Palm Canyon Contractors Inc.

Address: Box 656 YUCAIPA Ca. 92399

Contractor License No.: 823760 Class: A

Type of Work: paving Years of Experience: 7+

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: Downing Construction Inc.
Contract Amount: 1,770,000 Date Completed: 3-2011
Type of Work: 16,000 LF C-905 Irrigation 12", 18", 24" + 30"
Owner (Name, Address, & Phone): CVWD Cochella CA.
Michael Schafer 760-398-2651
Engineer (Name, Address, & Phone): Olson Eng. Indio CA
Ben Olson 760-347-1113
Person in Charge of Project (Name & Phone): Michael Schafer 760-398-2651

- 2) Contractor: Downing Construction Inc
Contract Amount: 600,000 Date Completed: 2-2011
Type of Work: 5500 LF 12" VCP Sewer
Owner (Name, Address, & Phone): City of Rialto Rialto CA
909-421-4999
Engineer (Name, Address, & Phone): AECOM, Ontario CA.
909-933-5225
Person in Charge of Project (Name & Phone): Kevin Sin, 909-421-4999

- 3) Contractor: Downing Construction Inc.
Contract Amount: 1,600,000 Date Completed: 5-2011
Type of Work: 2200 LF 8" Sewer Force Main, 2200 LF VCP Sewer,
Replacement of existing Lift Sta.
Owner (Name, Address, & Phone): JCS D, Mira Loma CA.
951-685-2434
Engineer (Name, Address, & Phone): Webb + Associates
Riverside CA, 951-686-1070
Person in Charge of Project (Name & Phone): Sinnario yos 951-686-1070

* Not required for materials only proposal

c. Bidder Projects (Continued)

4) Contractor: Downing Construction Inc.
Contract Amount: 970,000⁻ Date Completed: 5-2011
Type of Work: 4500 LF 16" DIP Reclaimed water
Owner (Name, Address, & Phone): CBMWD
NORWALK CA 323-201-5528
Engineer (Name, Address, & Phone): PSOMAS
SANTA ANA CA. 714-751-7373
Person in Charge of Project (Name & Phone): SCOTT HENNESSEY 626-~~883~~⁸³³⁻⁵⁶⁸²

5) Contractor: _____
Contract Amount: _____ Date Completed: _____
Type of Work: _____
Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

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: PALM CANYON CONTRACTORS INC
 Contract Amount: 300,000 Date Completed: 7/09
 Type of Work: Cold Milling, AC PAVING
 Owner (Name, Address, & Phone): CITY OF HIGHLAND 27215 BASELINE
HIGHLAND, CO 92346 (909) 864-8861
 Engineer (Name, Address, & Phone): RYAN GAYLER -
ENGINEERING RESOURCES OF SO. CALIF. 1820
COMMERCE CENTER CIR. SAN BERNARDINO 92408
 Person in Charge of Project (Name & Phone): ETA (909) 890-1255
- 2) Subcontractor: PALM CANYON CONTRACTORS INC
 Contract Amount: 195,000 Date Completed: 9/09
 Type of Work: Cold Milling + AC PAVING
 Owner (Name, Address, & Phone): CITY OF PALM DESERT 73-510
FRED WAINING DR. PALM DESERT 92260 (760) 346-0611
 Engineer (Name, Address, & Phone): RYAN GAYLER - CITY OF PALM
DESERT
 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

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: SEE ATTACHED RESUME

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

RANDY DOWNING

Over twenty-five years of experience on all phases of Sewer, Water, and Storm Drain pipelines.

To Whom it May Concern,

Downing Construction Inc. was formed in Jan. of 2010, but my experience as an owner of a construction company extends back to 2003. I have completed 39 public projects ranging in value of up to 8.7 million. In addition I have also completed 23 private projects. I have completed all contracts awarded to my firm and maintained excellent recommendations from all the owners I have worked with. Choctaw Contractors Inc. has been dissolved because my partner had other interests that he wanted to pursue. He did not wish to relinquish the license under which Choctaw operated because he thought he may do this type of work again sometime in the future. I have held a Class A License since 2004 because of this type of situation. Prior to owning my own company, my history was with a nation wide company called Kenko Inc. I started with Kenko Inc. in 1986 as a labor and worked my way through the ranks of lead man, foreman, project superintendent, project manager, and the last 6 years I was general superintendent in charge of all of California. I have completed projects in value of up to 18 million with Kenko. The following is my experience from the mid 80s to present:

Experience: 2010

Downing Construction Inc. Owner/President/Secretary/ Treasurer & Manager

Cochella Valley Water District, Cochella, CA (8600LF 30" PVC, 1552LF 24" PVC Water 2680LF 18" PVC water 2917LF 12" PVC water & Jack & Bores, Air vacs) \$1,716,000.00 Awarded August 24 of 2010. Contact Michael Schaefer project engineer, 760-398-2651 ext. 2273 Completed 3/2011

City of Rialto, (4830LF 12" VCP Sewer w/ 19EA 48" MHs) in progress. Contact Project Manager Kevin Sin / Public Works Dept. 909-421-4999 \$595,297.00 Completed 3/2011

Jurupa Community Services District, Mira Loma CA (2100LF 8" PVC Forcemain, 2000LF 12" VCP & Replacement of the Florine Street Lift Station) \$1,529,796.00 Contact Keith Backus 951-685-7434 Completion Sch 4/2011

2011 Central Basin Municipal Water District, (4300 LF 16" DIP recycled waterline Replacement) Awarded 1/24/2011, \$919,050.00 Contact Jacque Bell 323-201-5528 In Progress, Completion Sch 6/2011

City of Arcadia, (2200 LF 8" & 12" DIP) \$223,287.00 Awarded 5/17/2011 In Progress, Completion Sch. 7/2011 Contact Mark Rynkiewicz, P.E. 626-256-6552

City of Arcadia, (2000 LF 8") \$335,390.00 Awarded 5/17/2011 In Progress, Completion Sch. 7/2011 Contact Mark Rynkiewicz, P.E. 626-256-6552

Cochella Valley Water District, (880 LF 12" PVC Slipline & 160 LF 18" C-905 PVC open cut) \$127,720.00 Awarded 5/25/2011 In Progress, Completion Sch. 7/2011 Contact, Ty Mull, 760-398-2651

Elsinore Valley Municipal Water District, (340 LF 12" C-900 Waterline & 353 LF 8" SDR 35 Sewer) \$254,461.00 Award Pending, Completion Sch. 7/2011 Contact Kelly Urso, Eng. Dept. 951-674-3146

2003-2010

Choctaw Contractors, Inc. Owner/ Vice President/Secretary/Manager

VAN DAELE CORPORATION, Murrieta, CA (1500 LF 15" PVC Sewer) 228 Thousand - Completed September 2003 - Contact: Bob McGovern (951) 354-2121

SANTA ANA WATERSHED PROJECT AUTHORITY, Corona, CA (Install reinforced concrete protective slab above 60" existing buried pipeline) 220 Thousand - Completed October 2003 - Contact: Lee Slate (951) 354-4241

CANYON HOMES, Wildomar, CA (Sewer) 53 Thousand - Completed November 2003 - Contact: Loren Sorber (951) 674-3146

PACIFIC COMMUNITIES, Beaumont, CA (3500 LF 8" DIP Watermain w/services, 3600 LF 8" PVC Sewer w/services) 375 Thousand - Completed February 2004 - Contact: Jaime Bedello (949) 660-8988

CITY OF LANCASTER, Lancaster, CA (510 LF 8" VCP, 320 LF 6" VCP & 48" Standard Manholes) 87 Thousand - Completed March 2004 - Contact: Mike Slaton (661) 723-6017

RANCHO CALIFORNIA WATER DISTRICT, Temecula, CA (2000 LF 16" PVC Water Main) 270 Thousand - Completed March 2004 - Contact: Craig Mapes (951) 296-6900

VICTOR VALLEY WATER DISTRICT, Victorville, CA (8000 LF 16" PVC Water Main, 4000 LF 12" PVC Water Main) 588 Thousand - Completed August 2004 - Contact: Reggie Lamson (760) 245-6424

RCM HOMES, Wildomar, CA (3000 LF 21" Vylon Sewer w/associated Manholes in excess of 20 FT deep) 467 Thousand - Completed January 2005 - Contact: Dee Snow (949) 833-2748

ELSINORE VALLEY MUNICIPAL WATER DISTRICT, Wildomar, CA (16", 12" & 6" PVC Water Lines) 321 Thousand - Completed January 2005 - Contact: Loren Sorber (951) 674-3146

ELSINORE VALLEY MUNICIPAL WATER DISTRICT, Wildomar, CA (16", 12" & 6" PVC Water Lines) 194 Thousand - Completed November 2004 - Contact: Loren Sorber (951) 674-3146

ELSINORE VALLEY MUNICIPAL WATER DISTRICT, Wildomar, CA (16", 12" & 6" PVC Water Lines) 130 Thousand - Completed November 2004 - Contact: Loren Sorber (951) 674-3146

NEW WEST AT LUNA, Victorville, CA (Offsite & Onsite Sewer) 411 Thousand - Completed December 2004 - Contact: Frank Graceffa (949) 640-6420

MISSION SPRINGS WATER DISTRICT, Desert Hot Springs, CA (2,373 LF 8" VCP; 186 LF 6" VCP; 477 LF 10" VCP & 2,429 LF 8" VCP) 601 Thousand - Completed January 2005 - Contact: Brent Gray (760) 329-6448

COACHELLA VALLEY WATER DISTRICT, Cathedral City/Rancho Mirage, CA (8,093 LF 18" Ductile Iron Pipe) 1.2 Million - Project Completed January 2005 - Contact: Joe Cook (760) 398-2651

COACHELLA VALLEY WATER DISTRICT, Rancho Mirage, CA (2,250 LF 24" and 435 LF of 18" Ductile Iron Pipe Transmission Main & Appurtenances-Excavation & Fill-Water Distribution) 823 Thousand - Completed January 2005 - Contact: Joe Cook (760) 398-2651

NEW WEST AT LUNA, Victorville, CA (Onsite Water) 246 Thousand - Completed March 2005 - Contact: Frank Graceffa (949) 640-6420

EASTERN MUNICIPAL WATER DISTRICT, Menifee, CA (4,434 LF 30" CMLC Steel Potable Water) 955 Thousand - Completed March 2005 - Contact: Jim Wyatt (951) 928-3777

KEYSTONE RIVERSIDE 39 LLC, Wildomar, CA (10 LF 8" PVC; 10 LF 10" PVC; 10 LF 12" PVC; 2,647 LF 16" PVC; 1,337 LF 18" PVC; 1,327 LF 21" Vylon) 1.1 Million - Completed June 2005 - Contact: Loren Sorber (951) 674-3146

CITY OF RANCHO MIRAGE, Rancho Mirage, CA (Install Casing and push Owner supplied 18" DIP) 57 Thousand - Completed July 2005 - Contact: Michael Schlange (760) 770-3224

CHINO BASIN DESALTER AUTHORITY, Mira Loma, CA (284 LF 12" PVC; 3,670 LF 16" PVC; 2,681 LF 24" PVC; 1,198 LF 30" PVC) 1.1 Million - Completed July 2005 - Contact: Randy Lovan (949) 472-3505

DESERT WATER AGENCY, Palm Springs, CA (8,045 LF 24" CML&C; 1,316 LF 8" DIP; 1,956 LF 12" DIP; 3,435 LF 20" DIP) 1.6 Million - Completed October 2005 - Contact: Mark Messersmith (951) 684-6900

COACHELLA VALLEY WATER DISTRICT, Cathedral City, CA (6,008 LF 18" Ductile Iron Pipe) 1.1 Million - Completed September 2005 - Contact: Joe Cook (760) 398-2651

PALMDALE WATER DISTRICT, Palmdale, CA (2,850 LF 24" Ductile Iron Pipe) 1.3 Million - Completed September 2005 - Contact: Matthew Knudson (661) 947-4111

D.R. HORTON, Wildomar, CA (1,680 LF 8" SDR Sewer, 60" Manholes and Jack & Bore) 271 Thousand - Completed October 2005 - Contact: Mary Helton (951) 272-9000

CITY OF INDIO, Indio, CA (12,370 LF 24" Ductile Iron Pipe) 3.4 Million - Completed January 2006 - Contact: Gary Bradshaw (909) 933-5225

NEW WEST AT TIERRA SUBIDA, Palmdale, CA (Offsite & Onsite Sewer, Water & Storm Drain) 1.6M - Completed May 2006 - Contact: Frank Graceffa (949) 640-6420

NEW WEST AT LUNA, Victorville, CA (Onsite Sewer & Water) 358 Thousand - Completed May 2006 - Contact: Frank Graceffa (949) 640-6420

VALLEY SANITATION DISTRICT, Indio, CA (5,000 LF 18" PVC Sewer, 1,600 LF 27" PVC Sewer & 5,000 LF 18" Ductile Iron Pipe) 3.6 Million - Completed June 2006 - Contact: Mike Butvidas (760) 347-2356

COACHELLA VALLEY WATER DISTRICT, Rancho Mirage, CA (5,172 LF 18" DIP Water) 776,000 - Completed August 2006 - Contact: Joe Cook (760) 398-2651

ELSINORE VALLEY MUNICIPAL WATER DISTRICT, Lake Elsinore, CA (5,000 LF 8" Water Line) 678 Thousand - Completed August 2006 - Contact: Loren Sorber (951) 674-3146

NEW WEST AT WEST HILLS, Palmdale, CA (2,397 LF of 8" VCP; 1,935 LF of 12" DIP; 455 LF of 8" DIP; 593 LF of 24" RCP) 622 Thousand - Completed July 2006 - Contact: Frank Graceffa (949) 640-6420

NEW WEST AT RANCHO FONTANA II, Fontana, CA (360 LF of 8" VCP) 75 Thousand - Completed July 2006 - Contact: Frank Graceffa (949) 640-6420

INDIO LAND VENTURES, LLC, Indio, CA (24" Transmission Main) 1.1 Million - Completed July 2006 - Contact: Tony Occhino (760) 601-6400

SOBOBA BAND OF LUISENO INDIANS, San Jacinto, CA (6" Hot Tap & Interim Piping) 24 Thousand - Project Completed July 2006 - Contact: Dan Mudrovich (951) 654-2765 ext. 239

COACHELLA VALLEY WATER DISTRICT, Coachella, CA (Well 6807-1) 114 Thousand - Project Completed August 2006 - Contact: Joe Cook (760) 398-2651

MARAVILLA, Ridgecrest, CA (2,344 LF of 8" SDR 35; 1,245 LF 8" C900; MHs & Hyd.) 252 Thousand - Project Completed October 2006 - Contact: Neil Christman (760) 608-2179

DESERT WATER AGENCY, Palm Springs, CA (Well 30 Drain Line Ext) 32 Thousand - Project Completed October 2006 - Contact: Aaron Carlsson (760) 323-4971

INDIAN WELLS VALLEY WATER DISTRICT, Ridgecrest, CA (14,700 LF 24" CML&C Welded Steel Pipe, 1,900 LF 16" C905 PVC Pipe; 1,300 LF 12" C900 PVC Pipe) 2.1 Million - Project Completed January 2007 - Contact: Chuck Krieger (951) 684-6900

INDIO LAND VENTURES, LLC, Indio, CA (1,490 LF of 10" PVC Sewer) 103 Thousand - Project Completed December 2006 - Contact: Tony Occhino (760) 601-6400

INDIO LAND VENTURES, LLC, Indio, CA (6,668 LF of 8" PVC Sewer) 444 Thousand - Project Completed December 2006 - Contact: Tony Occhino (760) 601-6400

INDIO LAND VENTURES, LLC, Indio, CA (12" PVC Sewer; 1,619 LF of 10" PVC Sewer; Jack & Bore) 373 Thousand - Project Completed December 2006 - Contact: Tony Occhino (760) 601-6400

INDIO LAND VENTURES, LLC, Indio, CA (5,612 LF of 10" PVC Sewer; 299 LF of 8" PVC Sewer; Jack & Bore) 544 Thousand - Project Completed December 2006 - Contact: Tony Occhino (760) 601-6400

INDIO LAND VENTURES, LLC, Indio, CA (7,247 LF of 18" DIP; 3,672 LF of 12" DIP 1,718 LF of 8" DIP) 1.2 Million - Project Completed December 2006 - Contact: Tony Occhino (760) 601-6400

CITY OF INDIO, Indio, CA (4,531 LF of 72" RCP; 8 LF of 54" RCP; 352 LF of 36" RCP; 207 LF of 24" RCP; 5 LF of 18" RCP) 2.4 Million - Project Completed January 2007 - Contact: Robert Righetti (760) 485-0041 and Jaime Engler (760) 391-4017

CITY OF INDIO, Indio, CA (384 LF of RCP; 2,382 LF of 36" RCP; 104 LF of 30" RCP, 16 LF of 24" RCP; 243 LF of 18" RCP Storm Drain) 600 Thousand - Project Completed December 2006 - Contact: Robert Righetti (760) 485-0041 and Jaime Engler (760) 391-4017

DESERT WATER AGENCY, Palm Springs, CA (Well 30 Drain Line Ext) 32 Thousand - Project Completed October 2006 - Contact: Aaron Carlsson (760) 323-4971

DONAHUE SCHRIBER, CA (2,893 LF of 12" DIP) 169 Thousand - Project Completed December 2006 - Contact: Mike Leberman (714) 545-1400.

MARAVILLA, Ridgecrest, CA (2,344 LF of 8" SDR 35; 1,245 LF 8" C900; MHs & Hyd.) 252 Thousand - Project Completed October 2006 - Contact: Neil Christman (760) 608-2179

INDIO LAND VENTURES, LLC, Indio, CA (2,460 LF of 24" HDPE; 3,000 LF of 42" RCP; 1,300 LF of 48" RCP Storm Drain) 810 Thousand - Project Completed December 2006 - Contact: Tony Occhino (760) 601-6400

CITY OF PALMDALE, Palmdale, CA (400 LF of 18" RCP; 100 LF of 24" RCP; 300 LF of 42" RCP; 1,300 LF of 48" RCP Storm Drain) 1.2 Million - Project Completed February 2007 - Contact: Gordon Phair (661) 267-5300.

CITY OF PALMDALE, Palmdale, CA (6,500 LF of 8" Clay Tile Sewer & 150,000 Sq. Ft. Street Reconstruction) 1.6 Million - Project Completed March 2007 - Contact: David Wu (661) 267-5300

SUNCAL PSV, LLC, Palm Springs, CA (1,400 LF of 12" Drain Line) - Project Completed June 2007 - Contact: Tony Occhino (760) 601-6400

DESERT WATER AGENCY, Cathedral City, CA (23,000 LF of 8" DIP Water; 23,000 LF of 8" VCP Sewer; 705,000 Sq. Ft. Street Construction) 8.7 Million - Project Completed February 2008 - Contact: Mark Messersmith (951) 684-6900.

RANCHO CALIFORNIA WATER DISTRICT, Temecula, CA (1,890 LF of 8" Poly Chloride Pipe, 4,018 LF of 12" Poly Chloride Pipe, 2,580 LF of 16" Poly Chloride Pipe; 9,994 LF of 24" AWWA Cement Mortar Line & Cement Mortar Coated Welded Steel Pipe) 2.8 Million - Project Completed March 2008 - Contact: Ken Cope (951) 296-6900.

ELSINORE VALLEY MUNICIPAL WATER DISTRICT, Lake Elsinore, CA (1,510 LF of 16" DIP; 2,945 LF of 12" DIP; 1,108 LF of 8" PVC) 1.1 Million - Project Completed March 2008 - Contact George Cambero (951) 674-3146.

CITY OF INDIO, Indio, CA (704 LF of 10" SDR 35 Sewer & 767 LF of 8" SDR 35 Sewer) \$136,568 - Project Completed October 2007 - Contact David Merrell (760) 391-4155

RANCHO CALIFORNIA WATER DISTRICT, Temecula, CA (6,000 LF of 48" CML&C) 1.2 Million - Projected Completion Date April 2008 - Contact: Ken Cope (951) 296-6900.

RIVERSIDE COUNTY REDEVELOPMENT AGENCY, Wildomar, CA (200 LF of 18" RCP; 2,780 LF of 30" RCP; 65 LF of SDR-35 PVC; 125 LF of 6" DIP; 60 LF of 16" DIP; 50 LF of 20" DIP 45 LF of 30" DIP) \$934,695 - Projected Completion Date April 2008 - Contact Gloria Perez (951) 955-8916.

SANTA ANA WATERSHED PROJECT AUTHORITY, Lake Elsinore, CA (Relocation and abandonment of approx. 2000 LF of 24" HDPE) \$307,750 - Projected Completion Date June 2008 - Contact David Ruhl (951) 354-4223.

PALMDALE WATER DISTRICT, Palmdale, CA (5,000 LF of 24" DIP) \$740,823 - Projected Completion Date April 2008 - Contact Peter Thompson (661) 947-4140

INDIO WATER AUTHORITY, Indio, CA (5,374 LF of 18" CL250 DIP; 13 LF of 14" CL250 DIP; 185 LF of 12" CL350 DIP; 35 LF of 10" CL350 DIP; 105 LF of 8" CL350 DIP) \$655,660 - Projected Completion Date June 2008 - Contact David Merrell (760) 391-4155

CITY OF PALMDALE, Palmdale, CA (5,328 LF of 18" VCP; 5,070 LF of 15" VCP; 76 LF of 8" VCP) \$1.3M - Projected Completion Date November 2008 - Contact Gabriel Nevarez (661) 267-5300.

CITY OF ONTARIO, Ontario, CA (Installation of Well Discharge and Well Drain Piping for Wells) \$656,942 - Projected Completion Date April 2009 - Contact Ozzie Garibaldo (Pacific Hydrotech, Inc.) (951) 943-8803.

CITY OF LOMA LINDA, Loma Linda, CA (5,563 LF of 15" Sewer and Manholes) \$637,521 - Projected Completion Date June 2008 - Contact Jarb Thaipejr (909) 799-4400.

1986 to 2003

Kenko, Inc.

Project Manager/Superintendent

* US HOME, Highland, CA (78 LF 18" RCP; 115 LF 48" RCP; 6027 LF 78" RCP; 211 LF 90" RCP Sewer Pipe) 1.6 Million - Contact: Bill Nielson (951) 817-3532

BEAZER HOMES, Winchester, CA, (381 LF 10", 2,691 LF 12" VCP) 293 Thousand - Completed 2003 - Contact: Kevin Berkley (714) 285-2900

EASTERN MWD, Murrieta, CA (6,655 LF 24", 3,850 LF 21", 29 LF 12" Gravity Sewer; 6,014 LF 18", 12,314 LF 12", 423 LF 8" Water) 2.6 Million - Completed 2002 - Contact: Chuck Daniels/Jim Wyatt (951) 928-3777

* SAN DIEGO COUNTY WATER AUTHORITY, San Diego, CA (25,000 LF 60" Welded Steel Water) 17.8 Million - Contact: Gary Bousquet (858) 522-6600

BROOKFIELD HOMES, Winchester, CA (1,003 LF 8", 2,009 LF 10" PVC Sewer, 3,143 LF 21" HDPE Sewer, 120 LF 8", 280 LF 12" PVC Watermain) 442 Thousand - Completed 2002 - Contact: Tom Irwin (858) 481-8500

SHEA HOMES, Lake Elsinore, CA (24" SAWPA Forcemain Relocation, 20" LLWD Relocation, 18" City of Corona Relocation) 305 Thousand - Completed 2002 - Contact: Lee Slate (951) 354-4241

EASTERN MUNICIPAL WATER DISTRICT, Murrieta, CA (700 LF 12" PVC Watermain) 43 Thousand - Completed 2002 - Contact: Chuck Daniels/Jim Wyatt (951) 928-3777

PACIFIC COMMUNITIES, Murrieta, CA (1,499 LF 12", 1,020 LF 8" PVC Sewer, 4,002 12" VCP) 1 Million - Completed 2002 - Contact: Pete/Jaime (949) 660-8988

* NAPA SANITATION DISTRICT, Napa, CA (13,140 LF 24" DIP Watermain, 1,194 LF 28" Directional Drill) 4 Million - Contact: Peter Barden (925) 937-9010

* CITY OF REDDING, Redding, CA (6,739 LF 42", 12,558 LF 48", 8,635 LF 54" RCP Sewer) 15.5 Million - Contact: Bob Russell (530) 225-4170 or Ron Stillmunkus (530) 243-5831

SANTA ANA WATERSHED PROJECT AUTHORITY, Riverside, CA (7,420 LF 24", 20,300 LF 30" PVC Sewer, 1,100 LF 24" PVC Water, 7,190 LF 24" HDPE, 3,246 LF 24", 4,029 LF 30" DIP Water Main) 5 Million - Completed 2002 - Contact: Lee Slate (951) 354-4241

ELSINORE VALLEY MUNICIPAL WATER DISTRICT, Lake Elsinore, CA (26,682 LF 24" PVC, 2,483 LF 36" PVC Sewer, 24,173 LF 42" CMLC Water) 10 Million - Completed 2002 - Contact: Loren Sorber (951) 674-3146 or Greg Kahlen (951) 712-1741

SANTA ANA WATERSHED PROJECT AUTHORITY, Riverside, CA (10,100 LF 24", 8,860 LF 30" PVC Sewer, 7,105 LF 26" HDPE, 4,974 LF 25.25", 8,699 LF 43" CMLC Water) 8 Million - Completed 2002 - Contact: Lee Slate (951) 354-4241

ELSINORE VALLEY MUNICIPAL WATER DISTRICT, Lake Elsinore, CA (24,833 LF 36" DIP, 27,625 LF 24" HDPE) 7.5 Million - Completed 2000 - Contact: Loren Sorber (951) 674-3146

SANTA ANA WATERSHED PROJECT AUTHORITY, Riverside, CA (563 LF 16" DIP Force Main, 1,771 LF 16" DIP TTR-FLEX, 20,100 LF 16" C905 DR25 PVC) 4.5 Million - Completed 2000 - Contact: Lee Slate (951) 354-4241

CITY OF POMONA, Pomona, CA (2,923 LF 24" DIP, 6,803 LF 42" VCP, 3,838 LF 42" RCP Sewer) 4.8 Million - Completed 2001 - Contact: Jerry Foroutan (909) 620-2261

COACHELLA VALLEY WATER DISTRICT, Coachella, CA (5,424 LF 24" VCP Sewer) 1.1 Million - Completed 1999 - Contact: John Carmona (760) 398-2651

TRINITY RIVER AUTHORITY, Arlington, TX (1,863 LF 36", 1,924 LF 60", 12,796 LF 84" RCP Sewer) 6.2 Million - Completed 1999 - Contact: Charles Manning (817) 735-7330

SANTA ANA WATERSHED PROJECT AUTHORITY, Riverside, CA (2,892 LF 27", 2,595 LF 30" VCP Sewer) 1 Million - Completed 1998 - Contact: Lee Slate (951) 354-4241

CITY OF BEAUMONT, Beaumont, CA (800 LF 18" PVC Sewer, 683 LF 15", 4,499 LF 18" VCP) 1 Million - Completed 1998 - Contact: Deepak Moojani (951) 769-8520

ELSINORE VALLEY MUNICIPAL WATER DISTRICT, Lake Elsinore, CA (10,197 LF 30" DIP Water Main) 1.7 Million - Completed 1997 - Contact: Loren Sorber (951) 674-3146

ROSAMOND COMMUNITY SERVICE DISTRICT, Rosamond, CA (587 LF 10", 920 LF 15", 5,355 LF 21", 2,645 LF 24", 613 LF 30", 3,178 LF 36" VCP Sewer, 3,880 LF 12" PVC Water Main) 2.3 Million - Completed 1997 - Contact: Sherry Delano (805) 256-3411

RANCHO CA WATER DISTRICT, Temecula, CA (8,480 LF 14" DIP Force Main) 1 Million - Completed 1997 - Contact: Craig Mapes (951) 676-4101

RANCHO CA WATER DISTRICT, Temecula, CA (3,000 LF 18" PVC, 7,000 LF 15" PVC Gravity Sewer) 1.1 Million - Completed 1996 - Contact: Craig Mapes (951) 676-4101

EASTERN MUNICIPAL WATER DISTRICT, San Jacinto, CA (36" CMLC Water) 1.2 Million - Completed 1994 - Contact: Chuck Daniels/Jim Wyatt (951) 928-3733

EASTERN MUNICIPAL WATER DISTRICT, Perris, CA (NE Perris Repair) 185 Thousand - Completed 1993 - Contact: Chuck Daniels/Jim Wyatt (951) 928-3733

CITY OF MORENO VALLEY, Moreno Valley, CA (15,000' 18" Sewer PVC, 4000' 20" Water CMLC) Completed 1992

CITY OF HESPERIA, Hesperia, CA (3000' 8" PVC Sewer) Completed 1992

COUNTY OF RIVERSIDE, Vail Ranch, CA (3000' 8" PVC Sewer) Completed 1992

EASTERN MUNICIPAL WATER DISTRICT, Box Springs, CA (7000' 36" CMLC Water) Completed 1991 - Contact: Chuck Daniels/Jim Wyatt (951) 928-3733

NORTH OF RIVER SANITARY DISTRICT 1, Bakersfield, CA (22,000' 36" through 54" Spirolite Sewer) Completed 1990

TAHOE-TRUCKEE SANITATION, Truckee, CA (Sewer) 2.2 Million - Completed 1990 - Contact: Craig Woods (916) 587-2525

COUNTY OF RIVERSIDE, Riverside, CA (Sewer) 4 Million - Completed 1990 - Contact: Mark Biloki (951) 781-6190

COACHELLA VALLEY WATER DISTRICT, Coachella, CA (Storm Drain) 1 Million - Completed 1989 - Contact: Les Nelson (760) 398-2651

CITY OF COACHELLA, Coachella, CA (5000' 15" Truss Pipe Sewer) Completed 1983 - Contact: Les Nelson (760) 398-2651

** Denotes project not completed by Kenko, Inc.*

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): _____

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>20,000.00</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>5,000.00</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>5,000.00</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>185.00</u>	\$ <u>165,575</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>160.00</u>	\$ <u>8,800.00</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>150.00</u>	\$ <u>5,400.00</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>129.00</u>	\$ <u>7,095</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>2,800.00</u>	\$ <u>2,800.00</u>
109	Furnish and install 8" flanged gate valve, Class 150 (Stations 11+41.00 and 16+15.00).	2	EACH	\$ <u>1,700</u>	\$ <u>3,400</u>
110	Furnish and install 6" flanged gate valve, Class 150 (Station 10+39.00).	1	EACH	\$ <u>1,300</u>	\$ <u>1,300</u>
111	Furnish and install detector check vault per CVWD Std. Dwg. W-38A (Station 15+58.00).	1	EACH	\$ <u>5,000</u>	\$ <u>5,000</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>3,700</u>	\$ <u>7,400</u>
113	Furnish and install detector check vault per CVWD Std. Dwg. W-30B (Station 9+41±).	1	EACH	\$ <u>3,100</u>	\$ <u>3,100</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>5,000</u>	\$ <u>35,000</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>2,400</u>	\$ <u>16,800</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>1,900.00</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>2,900.00</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>28.00</u>	\$ <u>25,060</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>19.00</u>	\$ <u>17,005</u>
120	Set ties, replace survey monument, and file a corner record for each survey monument disturbed or destroyed.	2	EACH	\$ <u>600.00</u>	\$ <u>1,200</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>19.00</u>	\$ <u>17,005</u>
122	Furnish and install all labor, material, equipment, and power required for excavation dewatering.	1	L.S.	N/A	\$ <u>30,400</u>

BID SCHEDULE
AVENUE 66 18" DIP WATERMAIN EXTENSION

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

three-hundred and eighty seven thousand one Dollars \$ 387,140
hundred and forty dollars (words) (figures)

FINAL BID AMOUNT ADJUSTMENT (If Any):

zero Dollars \$ 0
(words) (figures)

NET BID (With Adjustment)

three hundred and eighty seven thousand one Dollars \$ 387,140
hundred and forty 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


Signature

RANDY DOWNING
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

US Pipe

b. Manufacturer of Ductile Iron Fittings

STAR

c. Manufacturer of Gate Valves

Muller

d. Manufacturer of Precast Concrete Vault

J+R Concrete products

e. Supplier of Asphalt Concrete

SKANSKA, Granite

f. Supplier of Imported Sand

Chandler's

g. Supplier of Crushed Rock

Chandler's

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>Pipeline</u>	<u>Operating Engineer</u>	<u>Group 8</u>
b.	<u>Pipeline</u>	<u>Operating Engineer</u>	<u>group 12</u>
c.	<u>Pipeline</u>	<u>Laborer</u>	<u>group 1</u>
d.	<u>Pipeline</u>	<u>Laborer</u>	<u>group 3</u>
e.	<u>Pipeline</u>	<u>Laborer</u>	<u>group 4</u>
f.	<u>Pipeline</u>	<u>Teamster</u>	<u>group 3</u>
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:

<u>Site</u>	<u>Date Visited</u>
Avenue 66 18" DIP Watermain Extension	<u>5-29-2011</u>

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:

DCE Installs pipe in a Dig, Lay & Backfill
Daily method.

Bidder's Authorized Representative



Signature

RANDY DOWNING

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:

RANDY DOWNING PRESIDENT
RANDY DOWNING SECRETARY
RANDY DOWNING TREASURER

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

PINNACLE (Agent) for First National Insurance Co. of America
151 KALMUS DRIVE, SUITE A-201
COSTA MESA, CA 92626

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

SADEGHI THUNA INSURANCE (BROKER)
5005 CANYON CREST DRIVE, STE 101
RIVERSIDE, CA 92507
CALIF CONTRACTORS NETWORK (WORK COMP)
430 N VINEYARD, STE #102
ONTARIO, CA. 91764

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: DOWNING CONSTRUCTION INC

Address: 35018 YUCAIPA BLVD.

YUCAIPA, CA. 92399

Telephone (909) 797-7444

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

RANDY DOWNING
(Authorized Representative, Typed or Printed Name)

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

Federal Tax Identification Number or Social Security Number: 32-0302148

Corporation organized
under the laws of the
State of: CA

CALIFORNIA CONTRACTOR'S LICENSE:

Class A

(Class A or Class C34 is required)

(Corporate Seal)

Number 842048

Expiration Date 4/30/2012

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.

See Attached
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 RANDY DOWNING (Affiant), being first duly sworn, deposes and says that he/she is PRESIDENT (Title) of DOWNING CONSTRUCTION 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: DOWNING CONSTRUCTION INC

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

RANDY DOWNING
(Authorized Representative, Typed or Printed Name)

Title: PRESIDENT
[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.

See attached

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.

CALIFORNIA JURAT WITH AFFIANT STATEMENT

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

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

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of San Bernardino

Subscribed and sworn to (or affirmed) before me

on this 31st day of May, 2011,
by _____
Date Month Year

(1) Randy Downing
Name of Signer

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

(and

(2) n/a
Name of Signer

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

Signature [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.

Further Description of Any Attached Document

Title or Type of Document: Non-Collusion Affidavit

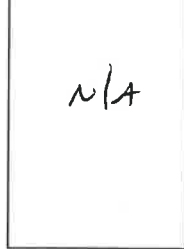
Document Date: May 31, 2011 Number of Pages: 1

Signer(s) Other Than Named Above: n/a

RIGHT THUMBPRINT
OF SIGNER #1
Top of thumb here



RIGHT THUMBPRINT
OF SIGNER #2
Top of thumb here



12. Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we (Contractor), Downing Construction, Inc. as Bidder and Principal, and First National Insurance Company of America 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, 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, 20 11, 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 24th day of May, 20 11.

PRINCIPAL:
Name Downing Construction, Inc.
By [Signature]
(Authorized Representative, Written Signature)
Randy Downing
(Authorized Representative, Typed or Printed Name)
Title President
[Individual, Partner, Corporate Officer (Title)]
Attest: (If Corporation)
By [Signature]
Title Secretary

(Corporate Seal)

SURETY:
Name First National Insurance Company of America
By [Signature]
(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 [Signature]
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 California)
COUNTY OF San Bernardino)

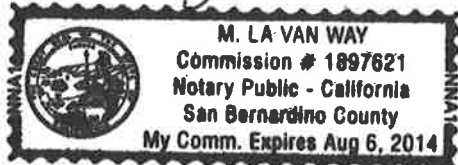
On May 31, 2011, before me, M. LaVanWay, Notary Public, personally appeared Randy Downing, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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.

M. LaVanWay
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

First National Insurance Company of America
1001 Fourth Ave, Safeco Plaza
Seattle, WA 98154

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

Sara Poplawski
333 City Blvd. West, Suite 300
Orange, CA 92868

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

Surety: (206) 545-5000
Representative: (714) 937-1400

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange }

On 5/24/11 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: 5/24/11 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:
First National Insurance Company of America

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:

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

4392544

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

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

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

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

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

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

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

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

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

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

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



FIRST NATIONAL INSURANCE COMPANY OF AMERICA

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

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

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

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



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

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 24th day of May, 2011.



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

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

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

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

AMENDED

Certificate of Authority

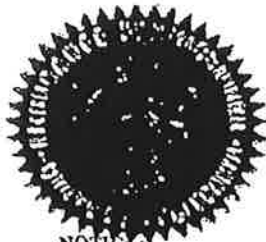
This Is to Certify, That, pursuant to the Insurance Code of the State of California,

FIRST NATIONAL INSURANCE COMPANY OF AMERICA

of SEATTLE, WASHINGTON, organized under the laws of WASHINGTON, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance: FIRE, MARINE, SURETY, PLATE GLASS, LIABILITY, WORKERS' COMPENSATION, COMMON CARRIER LIABILITY, BOILER AND MACHINERY, BURGLARY, CREDIT, SPRINKLER, TEAM AND VEHICLE, AUTOMOBILE, AIRCRAFT and MISCELLANEOUS as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

This CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

In Witness Whereof, effective as of the 21th day of January, 1979, I have hereunto set my hand and caused my official seal to be affixed this 24th day of January, 1979.



WESLEY J. KINDER
Insurance Commissioner

John J. Faber
JOHN J. FABER
Deputy

By

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

NOTARY ACKNOWLEDGMENT

State of California }
County of San Bernardino } ss.

On May 31, 2011 before me, M. LaVanWay, a Notary Public, personally appeared Randy Downing, 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

Certification of Bidding Documents
Document Title or Type
27
Number of Pages
June 1, 2011
Document Date
none
Other Signer(s)

Signer is Representing:

Name of Person(s) or Entity(ies)
Downing Construction, Inc.



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

Yucaipa, CA 92399

SEALED BID RECEIVED
CLERK OF THE BOARD OF SUPERVISORS

RECEIVED SUPERVISOR
CLERK OF THE BOARD OF SUPERVISORS
2011 JUN -1 PM 3:50

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

Bid Proposal of
Downing Construction, Inc.

For Avenue 66 18" DIP

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: SIMON CONTRACTING

Address: P.O. BOX 10990, INDIO, CA 92202

Type of Work: GENERAL ENGINEERING/BUILDING

Years of Experience: 40

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: RAIN FOR RENT

Address: PO BOX 2248 BAKERSFIELD, CA 93303

Contractor License No.: 90499Z Class: A, C34, D21

Type of Work: DE-WATERING Years of Experience: 25

2) Name: HAZARD CONSTRUCTION COMPANY

Address: 6465 MARINDUSTRY PL SAN DIEGO, CA 92121

Contractor License No.: 75054Z Class: A/B

Type of Work: AC PAVING Years of Experience: 30

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: **MATT CONSTRUCTION**
Contract Amount: **316,194.00** Date Completed: **10/2010**
Type of Work: **SEWER, WATER, STORM DRAIN**
Owner (Name, Address, & Phone): **ANNENBERG FOUNDATION TRUST AT
SUNNYLANDS, 150 RADNOR-CHESTER ROAD, RADNOR, PA 19087**
Engineer (Name, Address, & Phone): **MSA CONSULTING, INC., 34200 BOB
HOPE DRIVE, RANCHO MIRAGE, CA 760-320-9811**
Person in Charge of Project (Name & Phone): **RICHARD PIERCE 562-903-2277**

- 2) Contractor: **HAZARD CONSTRUCTION COMPANY**
Contract Amount: **1,130,205.08** Date Completed: **12/2009**
Type of Work: **STORM DRAIN, ELECTRICAL BACKBONE**
Owner (Name, Address, & Phone): **RIVERSIDE COUNTY EDA, 44-199
MONROE ST., SUITE B, INDIO, CA 92201**
Engineer (Name, Address, & Phone): **IMPERIAL IRRIGATION DISTRICT
81-600 AVENUE 58, LA QUINTA, CA 92253 760-398-5820**
Person in Charge of Project (Name & Phone): **BILL ROGERS 858-587-3600**

- 3) Contractor: **HAZARD CONSTRUCTION COMPANY**
Contract Amount: **440,654.00** Date Completed: **11/2009**
Type of Work: **STORM DRAIN/SEWER**
Owner (Name, Address, & Phone): **CITY OF INDIO, 100 CIVIC CENTER
MALL, INDIO, CA 92201 760-391-4000**
Engineer (Name, Address, & Phone): **RBF CONSULTING, 74130 COUNTRY
CLUB DRIVE, PALM DESERT, CA 760-346-7481**
Person in Charge of Project (Name & Phone): **BILL ROGERS 858-587-3600**

* Not required for materials only proposal

c. Bidder Projects (Continued)

4) Contractor: NEXUS CONSTRUCTION SERVICES, INC.

Contract Amount: 569,133.38 Date Completed: 6/2011

Type of Work: SEWER, WATER, STROM DRAIN

Owner (Name, Address, & Phone): O & M, LLC, 1 MACARTHUR PLACE,
SUITE 300, SANTA ANA, CA 92707 714-546-5600

Engineer (Name, Address, & Phone): FUSCOE ENGINEERING, 2850 INLAND
EMPIRE BLVD, ONTARIO, CA 91764 909-581-0696

Person in Charge of Project (Name & Phone): SCOTT CRUMBAKER, 714-546-5600

5) Contractor: SIMON CONTRACTING

Contract Amount: 172,777.00 Date Completed: 4/2011

Type of Work: STORM DRAIN/STREET WIDENING

Owner (Name, Address, & Phone): CITY OF RANCHO MIRAGE, 69-825
HWY 111, RANCHO MIRAGE, CA 92270 760-770-3224

Engineer (Name, Address, & Phone): OWNER ENGINEERED

Person in Charge of Project (Name & Phone): BILL ENOS 760-770-3224

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: HAZARD CONSTRUCTION COMPANY
Contract Amount: 7,253,048 Date Completed: 2008
Type of Work: VARIAN ROAD IMPROVEMENTS
Owner (Name, Address, & Phone): RIVERSIDE COUNTY - EDA
MONROE ST. INDIO, CA 92201
Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): BILL ROGERS 858-587-3600

2) Subcontractor: HAZARD CONSTRUCTION COMPANY
Contract Amount: 1,283,159 Date Completed: 3/2010
Type of Work: RUBBER OVERLAY
Owner (Name, Address, & Phone): DEPARTMENT OF TRANSPORTATION
1727 30TH ST SACRAMENTO, CA 95816
Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): SHAWN RIZZUTO 916-227-6300

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): _____

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>11,635.00</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>4,700.00</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>10,400.00</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>114.00</u>	\$ <u>102,030.00</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>116.00</u>	\$ <u>6,380.00</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>84.00</u>	\$ <u>3,024.00</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>107.00</u>	\$ <u>5,885.00</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>3,500.00</u>	\$ <u>3,500.00</u>
109	Furnish and install 8" flanged gate valve, Class 150 (Stations 11+41.00 and 16+15.00).	2	EACH	\$ <u>2,600.00</u>	\$ <u>5,200.00</u>
110	Furnish and install 6" flanged gate valve, Class 150 (Station 10+39.00).	1	EACH	\$ <u>2,250.00</u>	\$ <u>2,250.00</u>
111	Furnish and install detector check vault per CVWD Std. Dwg. W-38A (Station 15+58.00).	1	EACH	\$ <u>5,500.00</u>	\$ <u>5,500.00</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>3,500.00</u>	\$ <u>7,000.00</u>
113	Furnish and install detector check vault per CVWD Std. Dwg. W-30B (Station 9+41±).	1	EACH	\$ <u>3,350.00</u>	\$ <u>3,350.00</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>3,450.00</u>	\$ <u>24,150.00</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>1,925.00</u>	\$ <u>13,475.00</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>2,750.00</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>2,750.00</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>39.00</u>	\$ <u>34,905.00</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>38.00</u>	\$ <u>34,010.00</u>
120	Set ties, replace survey monument, and file a corner record for each survey monument disturbed or destroyed.	2	EACH	\$ <u>1,100.00</u>	\$ <u>2,200.00</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>53.00</u>	\$ <u>47,435.00</u>
122	Furnish and install all labor, material, equipment, and power required for excavation dewatering.	1	L.S.	N/A	\$ <u>99,000.00</u>

BID SCHEDULE
AVENUE 66 18" DIP WATERMAIN EXTENSION

TOTAL BID (Sum of Bid Items 101 through 122):
FOUR HUNDRED THIRTY ONE THOUSAND FIVE HUNDRED TWENTY NINE + ⁰⁰/₁₀₀ Dollars \$ 431,529.00
(words) (figures)

FINAL BID AMOUNT ADJUSTMENT (If Any):

_____ Dollars \$ _____
(words) (figures)

NET BID (With Adjustment)
FOUR HUNDRED THIRTY ONE THOUSAND FIVE HUNDRED TWENTY NINE + ⁰⁰/₁₀₀ Dollars \$ 431,529.00
(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
Jon M. Roessler
Signature
JON M. ROESSLER
Name (Print)
CONSTRUCTION MANAGER
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/PACIFIC STATES

b. Manufacturer of Ductile Iron Fittings

STAR/SIGMA

c. Manufacturer of Gate Valves

MUELLER

d. Manufacturer of Precast Concrete Vault

J & R CONCRETE PRODUCTS

e. Supplier of Asphalt Concrete

GRANITE

f. Supplier of Imported Sand

SUPERIOR READY MIX CONCRETE

g. Supplier of Crushed Rock

SUPERIOR READY MIX CONCRETE

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
-------	-------	----------------

Examples:

Steel Tank Work	Operating Engineer	Group B-Crane Operator
Electrical Work	Electrician	Cable Splicer
Plant Work	Roofer	Helper

- | | | | |
|----|-----------------------------|--------------------------------------|---|
| a. | <u> PIPING </u> | <u> LABOR </u> | <u> PIPELAYER </u> |
| b. | <u> PIPING </u> | <u> LABOR </u> | <u> GENERAL LABORER </u> |
| c. | <u> PIPING </u> | <u> OPERATING ENGINEER </u> | <u> GROUP 8-BACKHOE OPERATOR </u> |
| d. | <u> PIPING </u> | <u> OPERATING ENGINEER </u> | <u> GROUP 12-EXCAVATOR OPERATOR </u> |
| e. | <u> PIPING </u> | <u> OPERATING ENGINEER </u> | <u> GROUP 4-ROLLER OPERATOR </u> |
| f. | <u> </u> | <u> </u> | <u> </u> |
| g. | <u> </u> | <u> </u> | <u> </u> |
| h. | <u> </u> | <u> </u> | <u> </u> |
| i. | <u> </u> | <u> </u> | <u> </u> |
| j. | <u> </u> | <u> </u> | <u> </u> |
| k. | <u> </u> | <u> </u> | <u> </u> |
| l. | <u> </u> | <u> </u> | <u> </u> |
| m. | <u> </u> | <u> </u> | <u> </u> |

* 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	<u>5-18-11</u>

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:

AVENUE 66 IS AN OLD NARROW AC STREET WITH POOR SOIL
CONDITIONS AND SHALLOW GROUND WATER.

Bidder's Authorized Representative

Jon M. Roessler
Signature

JON M. ROESSLER

Name (Print)

CONSTRUCTION MANAGER

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:

J. BROUWER INVESTMENTS, INC. - SOLE GENERAL PARTNER

JBCHC LIMITED PARTNERSHIP - LIMITED PARTNER

MCC DEVELOPMENT CORPORATION - LIMITED PARTNER

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

KEITH CLEMENTS

NATIONWIDE MUTUAL INSURANCE COMPANY

P.O. BOX 1820

LA MESA, CA 91944

800-822-3666

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

KAREN POWELL

AON RISK INSURANCE SERVICES WEST, INC.

5260 NORTH PALM AVENUE, SUITE 400

FRESNO, CA 93704

559-449-7200

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 **SUPERIOR READY MIX CONCRETE, L.P.**

Name: dba SIMON CONTRACTING

Address: P.O. BOX 10990

INDIO, CA 92202

Telephone 760-347-5399

By: Jon M Roessler
(Authorized Representative, Written Signature)

JON M. ROESSLER
(Authorized Representative, Typed or Printed Name)

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

Federal Tax Identification Number or Social Security Number: 33-0324782

Corporation organized

under the laws of the

State of: _____

CALIFORNIA CONTRACTOR'S LICENSE:

Class A

(Class A or Class C34 is required)

(Corporate Seal)

Number 892995

Expiration Date 3-31-2013

NOTARY

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

On JUNE 1, 2011, before me, IRENE ORTIZ NOTARY PUBLIC, personally appeared JON M. ROESSLER, 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.

Irene Ortiz
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 JON M. ROESSLER (Affiant), being first duly sworn, deposes and says that he/she is CONSTRUCTION MANAGER (Title) of SIMON CONTRACTING (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: SIMON CONTRACTING

By: Jon M Roessler
(Authorized Representative, Written Signature)

JON M. ROESSLER
(Authorized Representative, Typed or Printed Name)

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

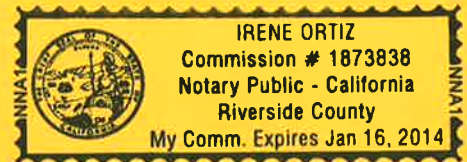
NOTARY

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

Subscribed and sworn to (or affirmed) before me on this 1st day of JUNE, 2011, by JON M. ROESSLER, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Irene Ortiz
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), Superior Ready Mix Concrete L.P. dba Simon Contracting as Bidder and Principal, and Nationwide 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 of Bid Amount dollars, \$10% 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 23rd day of May, 2011.

PRINCIPAL:

Name Superior Ready Mix Concrete L.P. dba Simon Contracting

By Jon M Roessler (Authorized Representative, Written Signature)

JON M. ROESSLER (Authorized Representative, Typed or Printed Name)

Title CONSTRUCTION MANAGER [Individual, Partner, Corporate Officer (Title)]

Attest: (If Corporation)

By

Title

(Corporate Seal)

SURETY:

Name Nationwide Mutual Insurance Company

By Kelth E. Clements (Authorized Representative, Written Signature)

Kelth E. Clements (Authorized Representative, Typed or Printed Name)

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

Attest: (If Corporation)

By Diana Kelly

Title Service Rep II

(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

NOTARY FOR SURETY

STATE OF _____)
COUNTY OF _____)

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.

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.

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.

WITNESS my hand and official seal.

Signature of Notary

Signature of Notary

(Notary Seal)

(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

Nationwide Mutual Insurance Company

P.O. Box 1820

La Mesa, CA 91944-1820

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

Same

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

800-822-3666

ACKNOWLEDGMENT

State of California
County of San Diego

On May 23, 2011 before me, Diana Kelly, Notary Public, personally appeared Keith E. Clements 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.

Diana Kelly

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
Farmland Mutual Insurance Company, an Iowa corporation
Nationwide Agribusiness Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation
Allied Property and Casualty Insurance Company, an Iowa corporation
Depositors Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as the "Companies," each does hereby make, constitute and appoint:

Keith E. Clements La Mesa, CA

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

Four Million and no/100 Dollars (\$4,000,000.00)

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

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 11th day of August, 2009.



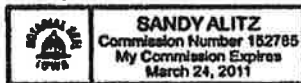
[Signature]

Gary A. Douglas, President and Chief Operating Officer of Nationwide Agribusiness Insurance Company and Farmland Mutual Insurance Company; and **Vice President** of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company, and Depositors Insurance Company

ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK: ss

On this 11th day of August, 2009, before me came the above-named officer for the Companies aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Companies aforesaid, that the seals affixed hereto are the corporate seals of said Companies, and the said corporate seals and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Companies.



Sandy Alitz
Notary Public
My Commission Expires
March 24, 2011

CERTIFICATE

I, Kathy R. Richards, Assistant Secretary of the Companies, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Gary A. Douglas was on the date of the execution of the foregoing power of attorney the duly elected officer of the Companies, and the corporate seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seals of said Companies this 23rd day of May, 20 11.

Kathy R. Richards
Assistant Secretary

This Power of Attorney Expires 08/11/2012

NOTARY ACKNOWLEDGMENT

State of CALIFORNIA }
County of RIVERSIDE } ss.

On JUNE 1, 2011 before me, IRENE ORTIZ, a Notary Public, personally appeared JON M. ROESSLER, 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

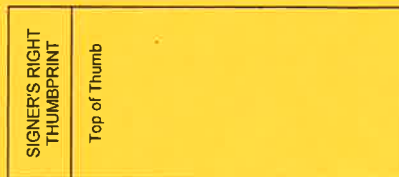
- [X] Individual
[] Corporate Officer(s):
[] Partner(s): [] Limited [] General
[] Attorney-in-Fact
[] Trustee(s)
[] Guardian/Conservator
[] Other:

Description of Attached Document

BID BOND
Document Title or Type
ONE
Number of Pages
JUNE 1, 2011
Document Date
Other Signer(s)

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

SUPERIOR READY MIX CONCRETE L.P.
dba SIMON CONTRACTING



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

SUPERIOR READY MIX CONCRETE L.P.
DBA SIMON CONTRACTING
1508 W. MISSION ROAD
ESCONDIDO, CA 92029
(760) 745-0556, (760) 740-9556 (fax)

December 20, 2010


TO WHOM IT MAY CONCERN

This letter confirms that the following individuals are authorized to execute bids, contract documents and other documents on behalf of Simon Contracting, a division of Superior Ready Mix Concrete L.P.

Jeff Herrington
Jon Roessler
Roger Wallentine

Superior Ready Mix Concrete L.P.

By: Its general partner, J. Brouwer Investments, Inc.

By: 
Arnold Veldkamp, Secretary

Simon Contracting

P. O. Box 10990

Indio, CA 92202

Lic. No. 892995

(760) 347-5399

SEALED BID RECEIVED
CLERK OF THE BOARD OF SUPERVISORS

RECEIVED RIVERSIDE COUNTY
CLERK/BOARD OF SUPERVISORS

2011 JUN -1 PM 1:32

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

Bid Proposal of Simon Contracting for
Avenue 66 18" DIP Watermain Extension

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: PAULUS ENGINEERING INC
Address: 2871 E. CORDONADO ANAHEIM, CA 92806
Type of Work: WET UTILITIES
Years of Experience: 26

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: ~~SEE ATTACHED NP~~
Address: _____
Contractor License No.: _____ Class: _____
Type of Work: _____ Years of Experience: _____
- 2) Name: ALL American Asphalt
Address: 400 E 6th St Corona, Ca 92878
Contractor License No.: 267073 Class: A
Type of Work: Grind Cap Years of Experience: 40+
- 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

Owner/Contact Information	Project	Proj. Location	Work Description	Contract Amt.	Completion Date	Architect/Engineer
City of Anaheim 200 S. Anaheim Blvd. Anaheim, CA 92805 (714) 765-5059 v (714) 765-4409 f	Citywide Sanitary Sewer Improvements	Anaheim	Install Sewer Line 18" Up to 20' Deep	\$ 367,918.00	Apr-09	Psomas 3187 Red Hill Ave Costa Mesa, CA 92626
Coachella Valley Water Dist. 85-955 Ave. 52 Coachella, CA 92236 Jorge Meza (760) 391-9637	Monroe Street Trunk Sewer	Coachella	Install Over a Mile of 12" Sewer Line	\$ 776,328.00	Feb-09	MSA Consulting Inc 34200 Bob Hope Dr Rancho Mirage, CA 92270
City of Fullerton 303 W. Commonwealth Ave. Fullerton, CA 92832 Eric Villagracia (714) 738-6853 v (714) 738-3115 f	Sewer Repl Proj. 2007-08	Fullerton	Install 18" Sewer up To 24' Deep	\$ 1,100,218.00	Dec-08	DMJM Harris 999 Town & Country Rd Orange, CA 92868
Irvine Ranch Water District 15600 Sand Canyon Ave. Irvine, CA 92618 Anita Arant (714) 453-5300	Bayview Sewage Lift Station	Newport Beach	Bypass and Replace Main Lift Station Pumps & Vaults	\$ 429,000.00	May-09	URS 2020 E 1st St Santa Ana, CA 92705
Ventura County Waterworks 6767 Spring Road Moorpark, Ca. 93020 Cefe Munoz (805) 378-3020 (805) 529-7542	21" Arroyo Simi Trunk Sewer	Ventura	Install 21" PVC Sewer Line w/ Bore Under Railroad Tracks	\$ 360,000.00	Jul-08	Pennfield & Smith 1322 Del Norte Rd Camarillo, CA 93010

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: _____

Contract Amount: _____ Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

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

2) Contractor: _____

Contract Amount: _____ Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

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

3) Contractor: _____

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

c. Bidder Projects (Continued)

4) Contractor: _____

Contract Amount: _____ Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

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

5) Contractor: _____

Contract Amount: _____ Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

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: ROGER BEYER
Address: 2871 E. CORONADO AVENUE, ANAHEIM, CA 92806
Type of Work: WET UTILITIES Years of Experience: 20
Capacity (Title): PROJECT MANAGER
- 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): _____

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>25,000⁰⁰</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>5,000⁰⁰</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>10,000⁰⁰</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>265⁰⁰</u>	\$ <u>237,175⁰⁰</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>225⁰⁰</u>	\$ <u>12,375⁰⁰</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>200⁰⁰</u>	\$ <u>7,200⁰⁰</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>195⁰⁰</u>	\$ <u>10,725⁰⁰</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	\$ 3,000	\$ <u>3,000</u>
109	Furnish and install 8" flanged gate valve, Class 150 (Stations 11+41.00 and 16+15.00).	2	EACH	\$ <u>1,995</u>	\$ <u>3,990</u>
110	Furnish and install 6" flanged gate valve, Class 150 (Station 10+39.00).	1	EACH	\$ <u>1,600</u>	\$ <u>1,600</u>
111	Furnish and install detector check vault per CVWD Std. Dwg. W-38A (Station 15+58.00).	1	EACH	\$ <u>7,200</u>	\$ <u>7,200</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>5,700</u>	\$ <u>11,400</u>
113	Furnish and install detector check vault per CVWD Std. Dwg. W-30B (Station 9+41±).	1	EACH	\$ <u>5,400</u>	\$ <u>5,400</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>5,965</u>	\$ <u>41,755</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>5,300</u>	\$ <u>37,100</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>5,000</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>3,600</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>22</u>	\$ <u>19,690</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>32⁰⁰</u>	\$ <u>28,640⁰⁰</u>
120	Set ties, replace survey monument, and file a corner record for each survey monument disturbed or destroyed.	2	EACH	\$ <u>800⁰⁰</u>	\$ <u>1,600⁰⁰</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>40⁰⁰</u>	\$ <u>35,800⁰⁰</u>
122	Furnish and install all labor, material, equipment, and power required for excavation dewatering.	1	L.S.	N/A	\$ <u>2,000⁰⁰</u>

BID SCHEDULE
AVENUE 66 18" DIP WATERMAIN EXTENSION

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

Five Hundred fifteen thousand two hundred fifty Dollars \$ 515,250.00
(words) (figures)

FINAL BID AMOUNT ADJUSTMENT (If Any):

ZERO Dollars \$ 0
(words) (figures)

NET BID (With Adjustment)

Five hundred fifteen thousand two hundred fifty Dollars \$ 515,250.00
(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
JASON PAULS

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

PACIFIC STATES

b. Manufacturer of Ductile Iron Fittings

PACIFIC STATES STAR PIPE

c. Manufacturer of Gate Valves

MJH

d. Manufacturer of Precast Concrete Vault

JANSEN JR CONCRETE

e. Supplier of Asphalt Concrete

ALL AMERICAN Concrete

f. Supplier of Imported Sand

STS

g. Supplier of Crushed Rock

STS

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
Examples:	Steel Tank Work	Operating Engineer	Group B-Crane Operator
	Electrical Work	Electrician	Cable Splicer
	Plant Work	Roofer	Helper
a.	_____	_____	_____
b.	_____	_____	_____
c.	_____	_____	_____
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:

<u>Site</u>	<u>Date Visited</u>
Avenue 66 18" DIP Watermain Extension	<u>5-31-11</u>

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:

DIG, LAY, BACKFILL OPERATION

Bidder's Authorized Representative

Signature
JASON PAULS
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:

RON PAULUS C.E.O.
JASON PAULUS PRESIDENT/SECRETARY
MICHELLE JUNE C.F.O.

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

NORTH AMERICAN SPECIALTY INSURANCE CO.
701 S. PARKER ST # 3800
ORANGE, CA 92868 (714) 550-7799

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

OLD REPUBLIC GENERAL INSURANCE CORP
225 LAKE AVE STE 900
PASADENA, CA 91101

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: PAULUS ENGINEERING INC

Address: 2871 E. CORONADO
ANAHEIM, CA 92806

Telephone 714-632-3975

By: _____
(Authorized Representative, Written Signature)

JASON PAULUS
(Authorized Representative, Typed or Printed Name)

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

Federal Tax Identification Number or Social Security Number: 33-0717252

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 724114

Expiration Date 06-30-2012

NOTARY

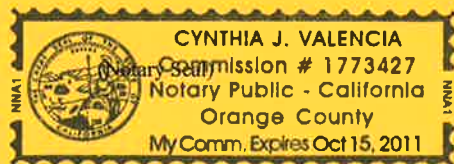
STATE OF CALIFORNIA
COUNTY OF ORANGE

On MAY 31, 2011, before me, CYNTHIA J. VALENCIA, N.P., personally appeared JASON PAULUS, 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 JASON PAULUS
(Affiant), being first duly sworn, deposes and says that he/she is PRESIDENT (Title) of PAULUS ENGINEERING (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: PAULUS ENGINEERING

By: _____
(Authorized Representative, Written Signature)

JASON PAULUS
(Authorized Representative, Typed or Printed Name)

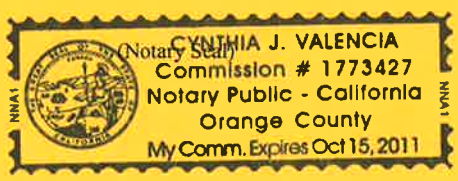
Title: PRESIDENT
[Individual, Partner, Corporate Officer (Title)]

NOTARY

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

Subscribed and sworn to (or affirmed) before me on this 31st day of MAY, 2011, by JASON PAULUS, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Cynthia J. Valencia
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.

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

Description of Attached Document

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

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), PAULUS ENGINEERING, INC. as Bidder and Principal, and NORTH AMERICAN SPECIALTY 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 OF AMOUNT BID dollars, \$ 10%, 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 whercas 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 surties 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 24TH day of MAY, 2011.

PRINCIPAL:

Name PAULUS ENGINEERING, INC.

By _____
(Authorized Representative, Written Signature)

JASON PAULUS
(Authorized Representative, Typed or Printed Name)

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

Attest: (If Corporation)

By _____

Title _____

(Corporate Seal)

SURETY:

Name NORTH AMERICAN SPECIALTY INSURANCE COMPANY

By _____
(Authorized Representative, Written Signature)

CHARLES L. FLAKE
(Authorized Representative, Typed or Printed Name)

Title ATTORNEY-IN-FACT
[Individual, Partner, Corporate Officer (Title)]

Attest: (If Corporation)

By _____

Title _____

(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

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
2871 E. CORONADO STREET
ANAHEIM, CA 92806

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

CULBERTSON INSURANCE SERVICES, INC.
5500 E. SANTA ANA CANYON ROAD, STE. 201
ANAHEIM, CA 92807

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

714-550-7799 SURETY
714-921-0530 AGENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange

On 5-24-11

Date

before me, Lexie Sherwood, Notary Public

Here Insert Name and Title of the Officer

personally appeared Charles L. Flake

Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: BID BOND

Document Date: 5-24-11

Number of Pages: 2

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: CHARLES L. FLAKE

- 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:
NORTH AMERICAN
SPECIALTY INSURANCE
COMPANY

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:

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

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

DAVID L. CULBERTSON, CHARLES L. FLAKE, RICHARD A. COON,
and LEXIE SHERWOOD

JOINTLY OR SEVERALLY

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

TWENTY-FIVE MILLION (\$25,000,000.00) DOLLARS

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

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

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



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



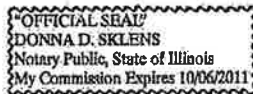
By 
David M. Layman, Senior Vice President of Washington International Insurance Company
& Vice President of North American Specialty Insurance Company

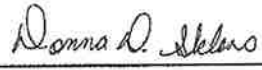
IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 16th day of August, 2010.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

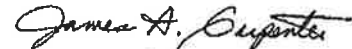
On this 16th day of August, 2010, before me, a Notary Public personally appeared Steven P. Anderson, President and CEO of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Senior Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.




Donna D. Sklens, Notary Public

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 24th day of May, 2011.



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

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGEMENT**

State of California

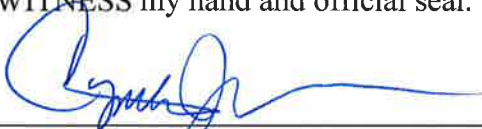
County of Orange }

On 05/24/11 before me, Cynthia J. Valencia, Notary Public

personally appeared Jason Paulus,
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 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 Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT	CAPACITY CLAIMED BY THE SIGNER
<u>Bid Bond</u> Title or description of attached document	Individual _____
Number of pages _____ Document Date _____	Corporate Officer <input checked="" type="checkbox"/> / Title <u>President</u>
_____	Partner _____
Additional Information	Attorney-In-Fact _____
	Trustee _____
	Other _____



Paulus Engineering, Inc.
2871 E. Coronado Street
Anaheim, CA 92806-2504


Redevelopment Agency for the County of Riverside
4080 Lemon St. 1ST FL.
Riverside, CA 92501

* Bid 6-1-11 @ 2 PM.
Ave. 66 18" D.I.P. Watermain Extension

SEALED BID RECEIVED
CLERK OF THE BOARD OF SUPERVISORS

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS
2011 JUN - 1 PM 3:55



View Shipment 



Page 1 of 1




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GENESIS CONSTRUCTION
170 E. OAKLAND AVE
HEMET, CA 92543

Sent By: T CLARK
Phone #: (951)652-6977
wgt(lbs): 0
Reference 1: SEALED BID PROPOSAL
Reference 2: AVENUE 66 18" DIP
WATERMAIN

Ship To Company:
COUNTY OF RIVERSIDE
4080 LEMON STREET 1ST FLOOR
RIVERSIDE, CA 92501
CLERK OF THE BOARD (951)955-1060
DO NOT OPEN WITH REGULAR MAIL

Service: **S**
Sort Code: **ONT**
Special Services:

Bid of: Genesis Construction
For: Avenue 66 18" DIP Watermain
Date/Time: 6-1-11 @ 2:00 p.m.

ED BID RECEIVED
THE BOARD OF SUPERVISORS

Received by Gene...
2011 JUN -1 PM 3:00
Carver Den broke
down causing this
bid to arrive
late. H

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