

BIDDERS'S NAME: 2-2 PRICE: 2-3 thru 2-3e SUBS: 2-7 to 2-7a BB: 2-9 ESTIMATE: \$3,200,000 to \$3,600,000

VC/ABSTRACT	OPENING DATE: 5/19/2011 at 2:00 P.M.
SOLICITATION NO. 5070	SUPPLIES OR SERVICES: CONSTRUCTION OF JAMACHA BOULEVARD PHASE II ROAD IMPROVEMENTS; ORACLE PROJECT NO. 1013679.

OFFEROR / BIDDER	BASE BID (BASIS OF AWARD)			
Granite Const.	\$ 2,762,932. ⁰⁰			
DMI Gen. Eng.	\$ 2,941,751. ⁰⁰			
Hazard Const.	\$ 2,718,092. ⁰⁰			
LB Civil Court.	\$ 2,539,390. ⁵⁰			
Sim J. Harris	\$ 2,725,000. ⁰⁰			

BIDS TO DEPARTMENT: _____
DATE: _____

DISTRIBUTION:
 FRONT DESK
 PCO

SD DAILY TRANSCRIPT

BID CLERK: *N. Bil*
 DATE: 5-19-11 BID OFFICER: *T. Schreff*

Received _____

This abstract ONLY indicates the APPARENT low bidder. Conditions that may displace an apparent low bidder include, but are not limited to: math errors, conditioning of bid, mistake in bid, failing pre-award survey, and the bid being non-responsive

BIDS RECEIVED

PART II

DOCUMENTS TO BE EXECUTED BY BIDDER



Winston F. McColl
Director

County of San Diego
Department of Purchasing and Contracting
10089 Willow Creek Road, Suite 150, San Diego, California 92131-1699

TELEPHONE (858) 537-2500
FAX (858) 715-6452

May 16, 2011

ADDENDUM 2

TO: Jamacha Boulevard Phase II Road Improvements; Oracle Project No. 1013679

BID OPENING DATE: May 19, 2011

RFB 5070

This Addendum 2 corrects and clarifies the contract documents.

1. Insert the attached Page 8-32a (Addendum 2), "Limits of Payment for Excavation and Backfill Bridge Surcharge and Wall", immediately following Page 8-32.
2. SWPPP Template, "Storm Water Pollution Prevention Plan (SWPPP) for Risk Level 1 Construction Activities" has been posted to BuyNet per Part V.A., Section 4 and Part V.B. Section 2, "Water Pollution Control".
3. "Jamacha Boulevard Phase II – Section at Temporary Wood Frame Sound Wall" for Temporary Fence (Type ESA) has been posted to BuyNet for information only and is not part of the contract documents.
4. Under Part V.A., Section 18. "Clearing and Grubbing", under "TREE REMOVAL" delete the second paragraph and replace with the following:

"All tree removal shall occur prior to January 15, 2012, the raptor breeding season. All other vegetation shall be removed by March 1, 2012 prior to the sensitive bird breeding season. Vegetation can be removed within the temporary impact area from start of construction until March 1, 2012. During the bird breeding season, March 1 through September 15, vegetation should be maintained below 8" in height until it is permanently removed. If vegetation grows above 8" in height it will need to be surveyed by a county provided biologist prior to removing it during the breeding season (Trees and vegetation have been trimmed down by the county to discourage birds from nesting on the project site)."

This addendum is required to be inserted in the Contract Documents by the bidder and acknowledged by the bidder on page 2-2 of the Proposal to the Board, at the time of submitting the bid.

If you have any questions or comments, please contact Hugo Mora, Procurement Contracting Officer at: Hugo.Mora@sdcounty.ca.gov.

Hugo Mora for

WINSTON F. McCOLL, Director
Department of Purchasing and Contracting

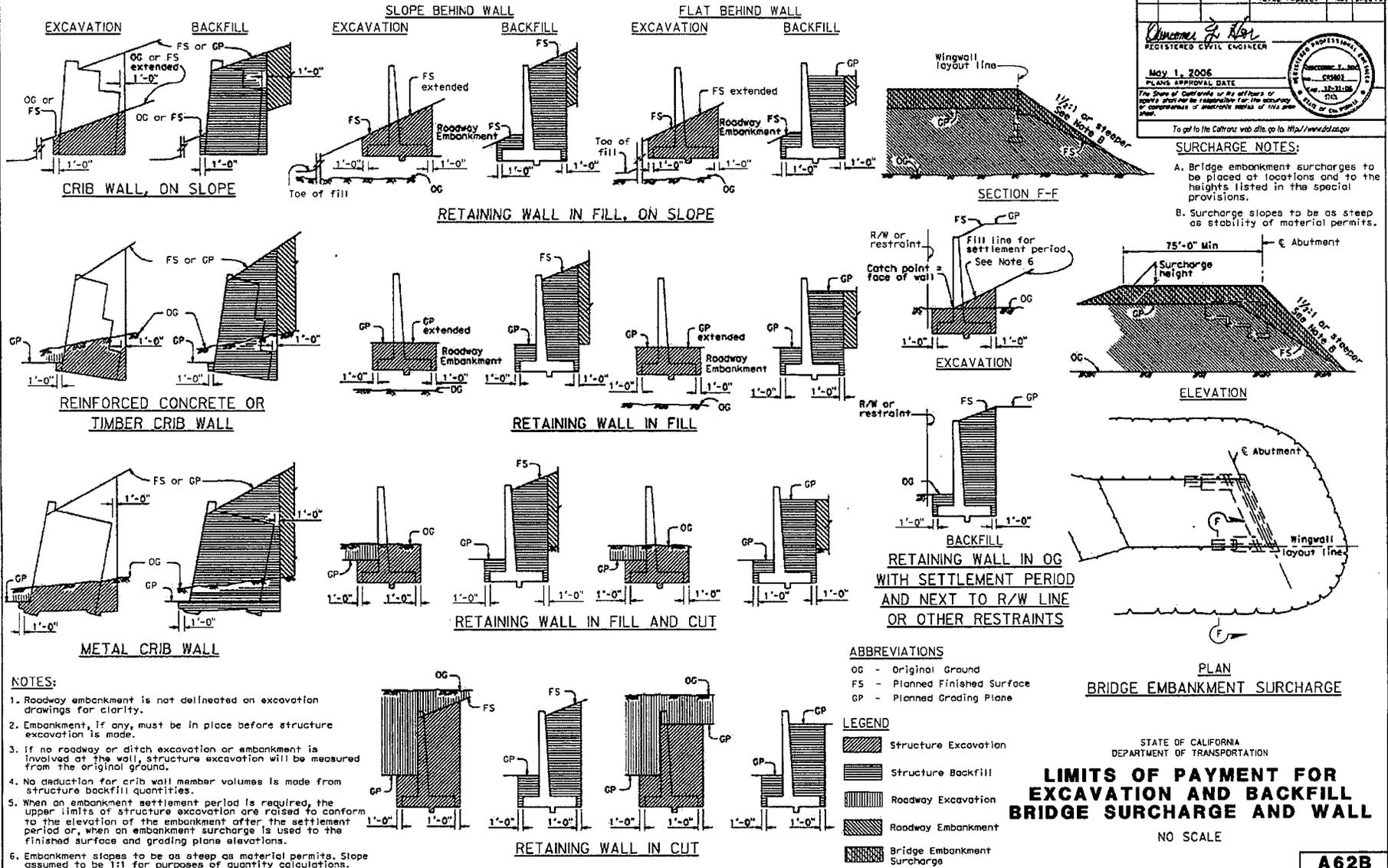
WFM:HM

Attachment forming part of this Addendum 2:

1. Page 8-32a (Addendum 2)

8-32a (Addendum 2)

17



DIST.	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

Registered Professional Engineer
 Domenico F. Kari
 No. 32418
 State of California
 May 1, 2006
 PLANS APPROVAL DATE
 The State of California or its officers or agents shall not be responsible for the accuracy or completeness of electronic copies of this plan sheet.
 To go to the Caltrans web site, go to: <http://www.dot.ca.gov>

SURCHARGE NOTES:
 A. Bridge embankment surcharges to be placed at locations and to the heights listed in the special provisions.
 B. SurchARGE slopes to be as steep as stability of material permits.

2006 STANDARD PLAN A62B

**PLAN
 BRIDGE EMBANKMENT SURCHARGE**

**LIMITS OF PAYMENT FOR
 EXCAVATION AND BACKFILL
 BRIDGE SURCHARGE AND WALL**

NO SCALE

A62B

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION



Winston F. McColl
Director

County of San Diego
Department of Purchasing and Contracting
10089 Willow Creek Road, Suite 150, San Diego, California 92131-1699

TELEPHONE (858) 537-2500
FAX (858) 715-6452

May 12, 2011

ADDENDUM 1

TO: Jamacha Boulevard Phase II Road Improvements; Oracle Project No. 1013679

BID OPENING DATE: May 19, 2011

RFB 5070

This Addendum 1 corrects and clarifies the contract documents.

1. Delete page 2-3d from the contract document, and replace with the attached page 2-3d (Addendum 1). Changes are marked with a vertical line along the left margin.
2. Two locations for Relocate Street Light are identified in the Omega (B) plan set. One additional location, not shown on the Omega (B) plan set but included in the work to be done, is at Station 6+40 on the north side of Jamacha Boulevard and it is to be relocated to the back of new sidewalk.
3. For additional clarification regarding existing site topography for Jamacha Boulevard, "Additional existing topo northwest of Jamacha Blvd sta 69+00 to 72+00 (extension of sheets 6 & 7 of 25)" has been posted to BuyNet for informational purposes only and is not part of the Contract Documents.
4. One curb inlet basket is identified in the Omega (B) plan set. Two additional locations, not shown on the Omega (B) plan set but included in the work to be done, are at curb inlets on east side of San Diego Street, approximately 50 feet south of intersection with Jamacha Boulevard and on north side of Jamacha Blvd approximately 100 feet west of intersection with Huron Street.
5. Under Part V.A., Section 34. "Bioswale", add the following section:

"EPDM Liner

DESCRIPTION

EPDM liner shall be Mule-Hide Products Co., Inc. P.O. Box 1057, Beloit, WI 53512-1057 • Tel: 608/365-3111 • Fax: 608/365-7852 or approved equal. EPDM liner is a nominal 0.040" thick non-reinforced Ethylene Propylene Diene Terpolymer (EPDM) based elastomeric waterproofing liner for use in recreational, commercial and industrial water containment applications. EPDM liner is available in 10'- 45' widths and 50'- 100' lengths (Special Order 20' x 200' also available). EPDM liner has a wide variety of applications including landscaping and the lining of agricultural, commercial and industrial reservoirs, catch basins, and retention ponds. Liner is typically marked in blue non-fading ink with a PL1MM marking to distinguish it from roofing membranes.

EPDM Liner Specifications

Property	Test Method	Specification	Typical Properties
Color		Gray/Black	
Thickness Tolerance %	ASTM D 412	± 10	± 10
Tensile Strength min., Psi	ASTM D 412	1305	1600
Elongation, ultimate min., %	ASTM D 412	350	500
Hardness, Durometer A	ASTM D 2240	60 ± 10	60
Tear Resistance min., lbf/in	ASTM D 624 (Die C)	175	200
Brittleness Temperature max., °F	ASTM D 746	- 75	- 85
Water Vapor Permeance max., perms	ASTM E 96 (Proc. B or BW)	0.10	0.05
Resistance to Water Absorption % Change in mass max., after 7 d immersion @ 158 °F	ASTM D 471	+ 4.0 -2.0	± 2.0
Resistance to Soil Burial (Maximum % change in original value) 1. Tensile Strength 2. Elongation, ultimate	ASTM D 3083 (modified)**	± 5 ± 10	Pass Pass
Resistance to Heat Aging Properties after 4 weeks @ 240° F Tensile Strength, min psi Elongation, ultimate min., % Tear Resistance, min., lbf/in Linear dimensional change, max., %	ASTM D 573	1205 225 150 ± 1.0	1600 250 240 -0.4
Ozone Resistance Condition after exposure to 100 pphm ozone in air for 168 hrs @ 140°F (sample under 50% strain)	ASTM D 1149	No Cracks	No Cracks
Root Penetration	DIN 4106	No Penetration	No Penetration
Resistance to Outdoor Ultraviolet Weathering, Xenon-Arc, 4000 h exposure @ 176°F Black panel temperature, visual condition	ASTM G 26	No Cracks	No Cracks

INSTALLATION INSTRUCTIONS

Installation procedures vary as to the type of application employed and the specific job requirements.

When installed correctly, it is difficult to find a more efficient water barrier. Surfaces in contact with the EPDM liner must be clean, smooth, free of fins, sharp edges, loose and foreign materials, oil and grease. Before installing the liner, examine surfaces and find them satisfactory. It is recommended that a protective liner or fabric, such as a reinforced stone mat, be installed prior to installation of the EPDM liner. Place the EPDM liner in its final position without stretching and allow the to relax for ½ hour before final positioning and securement.

LINER SPLICING

Fold the top sheet back 12 inches for cleaning and splice adhesive application. Remove dirt, foreign materials and excess dust from splice area by brooming or wiping with Seam

Cleaner. If necessary, scrub the sheet with warm soapy water and rinse with clean water. Clean the dry splice area of both sheets by scrubbing with clean natural fiber rags using Seam Cleaner. The liner surface shall be solid black in color. Extra cleaning is required along a factory seam which intersects a splice area. Sponges, sponge mops, squeegees, brushes, paint rollers, etc. must not be used.

Seam cleaner and its fumes are extremely flammable. Do not breathe vapors or use near fire, flame, or in a confined or unventilated area. Dispense only from an OSHA approved or equivalent safety can. Neoprene solvent resistant gloves are recommended for hand protection when seam cleaner is being used.

Stir splice adhesive, thoroughly scraping the sides and bottom of the can (minimum 5 minutes stirring is recommended). Splice adhesive should be used with the EPDM liner. Properly stirred splice adhesive will have a solid black appearance with no heavier black material remaining on the bottom or sides of the can.

Most EPDM adhesives and their fumes contain petroleum distillates and are extremely flammable. They contain solvents that are dangerous fire and explosion hazards when exposed to heat, flame or sparks. Consult container label, Material Safety Data Sheets, and product data sheet for specific information.

Apply splice adhesive to both mating surfaces with either a 3 or 4 inch wide medium nap roller. Apply adhesive smoothly and evenly to obtain 100% coverage. Do not allow the adhesive to glob or puddle. One gallon of splice adhesive will achieve an approximate coverage rate of 85 linear feet of 6" wide completed seam (when coated surface is approximately 7 inches wide on both mating surfaces). Allow the adhesive to dry until it is tacky but will not string to a dry finger touch and will not move when pushed with a dry finger. Roll the top sheet onto the mating surface. Take care not to stretch or wrinkle the EPDM liner sheet and assemble the seam with hand pressure by wiping toward the splice edge. Roll the splice with a 2 inch wide steel roller using positive pressure toward the splice edge. Do not roll parallel to the splice edge. Wait at least two hours and clean the dry splice edge, extending at least 1 inch onto the top and bottom liner with Seam Cleaner. Apply a minimum of ¼ inch bead of Lap Sealant to the splice edge. Lap sealant must be completed by the end of each day. Allow a minimum of 24 hours for Lap Sealant to cure.

Full compensation for EPDM liner is included in the contract price paid per square foot for bioswale and no additional compensation will be allowed therefor."

6. *Under Part V.B., Section 31. "Bioretention Area", add the following section:*

"EPDM Liner

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Resistance to Soil Burial (Maximum % change in original value) 1. Tensile Strength 2. Elongation, ultimate	ASTM D 3083 (modified)**	± 5 ± 10	Pass Pass
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Full compensation for EPDM liner is included in the contract price paid per square foot for bioretention area and no additional compensation will be allowed therefor."

7. Under Part V.A., Section 34. "Bioswale", and under Part V.B., Section 31. "Bioretention Area", delete all references to "waterproof fabric" and replace with "EPDM liner".
8. Section 22. "Minor Concrete", on Page 5B-67 of the Contract Documents, add the following paragraph immediately following the paragraph starting with, "Minor concrete (Cross-gutter).....":

"Full compensation for Minor concrete for Raised Concrete Island and Raised 4" PCC Concrete Island is included in the contract price paid per square yard price for Minor Concrete (sidewalk) and no separate payment will be made therefor."

9. Part IV of the Contract Documents replace Section 34. (Blank) with the following:

"34. Compensation Adjustments for Price Index Fluctuations

The provisions of this section shall apply only to the following contract items:

Asphalt Concrete, Type B
Rubberized Asphalt Concrete, Type G

The compensation payable for the above said items will be subject to being increased or decreased in accordance with the provisions of this section for paving asphalt price fluctuations exceeding five percent (1u / lb is greater than 1.05 or less than 0.95) which occur during performance of the work.

Asphalt Quantities

Asphalt Concrete

The Engineer calculates the quantity of asphalt in asphalt-concrete using the following formula:

$$Q_h = ACTT \times [X_a / (100 + X_a)]$$

where:

Q_h = quantity in tons of asphalt used in asphalt concrete

ACTT = asphalt concrete total tons placed

X_a = theoretical asphalt content from mix formula expressed as a percentage of weight of dry aggregate

Rubberized Asphalt Concrete

The Engineer calculates the quantity of asphalt in asphalt-concrete using the following formula:

$$Q_{rac} = RACTT \times [X_a / (100 + X_a)]$$

where:

Q_{rap} = quantity in tons of asphalt used in asphalt concrete

RACTT = rubberized asphalt concrete total tons placed

X_a = theoretical asphalt content from mix formula expressed as a percentage of weight of dry aggregate

The adjustment in compensation will be determined in accordance with the following formulas when asphalt concrete Type B or G is included in a monthly estimate:

Total monthly payment adjustment is as follows:

$$PA = Q_t A$$

For an increase in crude oil price index exceeding five percent:

$$A = [(1u/lb) - 1.05] \times lb \times [1 + (T/100)]$$

For a decrease in crude oil price index exceeding five percent:

$$A = [(1u/lb) - 0.95] \times lb \times [1 + (T/100)]$$

Where:

- A = Adjustment in dollars per ton of paving asphalt used to produce materials placed in the work rounded to the nearest \$0.01.
- Iu = California Statewide Crude Oil Price Index for the month in which the quantity of asphalt subject to adjustment was placed in the work.
- Ib = California Statewide Crude Oil Price Index for the month in which the bid opening for the project occurred.
- Q_t = Sum of quantities of asphalt used (Q_h + Q_{rap}) in producing the quantity of asphalt concrete shown under "This Estimate" on the monthly estimate using the amount of asphalt determined by the Engineer.
- T = Sales and use tax, expressed as a percentage, currently in effect in the tax jurisdiction where the material is placed.

The adjustment in compensation will also be subject to the following:

- a. The compensation adjustments provided herein will be shown separately on payment estimates. The Contractor shall be liable to the Owner for decreased compensation adjustments and the Owner may deduct the amount thereof from any moneys due or that may become due the Contractor.
- b. Compensation adjustments made under this section will be taken into account in making adjustments under Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications.
- c. The total price adjustment for price index increases of paving asphalt on this project shall not exceed \$147,700.
- d. In the event of an overrun of contract time, adjustment in compensation for paving asphalt included in estimates during the overrun period will be determined using the California Statewide Paving Asphalt Price Index in effect on the first business day of the month within the pay period in which the overrun began.

The California Statewide Crude Oil Price Index is determined each month of the first business day of the month by the Department of Transportation of the State of California using the median of posted prices in effect as posted by Chevron, Exxon Mobil and Union 76 for the Buena Vista, Huntington Beach, and Midway Sunset fields."

This addendum is required to be inserted in the Contract Documents by the bidder and acknowledged by the bidder on page 2-2 of the Proposal to the Board, at the time of submitting the bid.

If you have any questions or comments, please contact Hugo Mora, Procurement Contracting Officer at: Hugo.Mora@sdcounty.ca.gov.

Hugo Mora for

WINSTON F. McCOLL, Director
Department of Purchasing and Contracting

WFM:HM

Attachment forming part of this Addendum 1:

1. Page 2-3d (Addendum 1)

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
PROPOSAL TO THE BOARD
FOR
CONSTRUCTION OF
JAMACHA BOULEVARD PHASE II
ROAD IMPROVEMENTS
ORACLE PROJECT NO. 1013679

RFB NO.: 5070

Name of Bidder GRANITE CONSTRUCTION COMPANY

Business Address 585 West Beach Street, Watsonville, CA 95076

Place of Residence N/A

LOCATION

The work to be performed under this Contract is located in the vicinity of Spring Valley, County of San Diego, State of California.

Said work is to be performed in accordance with the Contract and the Special Provisions annexed hereto and including Addenda Nos. 1, 2, and , and also in accordance with the Standard Specifications of the State of California, Department of Transportation, dated May 2006, the Amendments to said Standard Specifications contained in Part VI of these Contract Documents and the modifications to said Standard Specifications and said Amendments contained in Part VII of these Contract Documents.

The work to be done is shown on plans entitled:

PLANS FOR
CONSTRUCTION OF
JAMACHA BOULEVARD
RS 629

In the Vicinity of Spring Valley
Net Length = 0.5 miles

Approved: March 30, 2011, and

PLANS FOR CONSTRUCTION OF
JAMACHA BLVD FRONTAGE ROAD
AT OMEGA IMPROVEMENTS
RS 1343-66

In The Vicinity of Spring Valley
LENGTH = 0.13 MILES

Approved: April 20, 2011, and

SAN DIEGO GAS & ELECTRIC
ELECTRIC CONSTRUCTION ORDER
OH/UG BASE DRAWING
CONSTRUCTION ORDER NO.
2942336

Approved: March 1, 2011, and

JAMACHA BLVD 20B PHASE 2
SPRING VALLEY, CA 91977

Approved: March 28, 2011.

By signing this proposal on the signature portion hereof, the undersigned, as bidder, under penalty of perjury deposes and says: that the only persons or parties interested in this Proposal as Principals are those named herein; that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said proposal; that the undersigned has carefully examined the location of the proposed work, the annexed proposed form of Contract, and the Plans, Special Provisions and Specifications therein referred to; and the undersigned proposes, and agrees if this Proposal is accepted, that the undersigned will furnish the required Bonds and Contract with the Owner, in the form and copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein set forth, and that the undersigned will take in full payment therefor the following unit and lump sum prices, to wit:

BID SCHEDULE 1 – JAMACHA BOULEVARD

(Oracle Project #1013679)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1.	Project Identification Sign	1	EA	400 ⁰⁰	400 ⁰⁰
2.	Prepare Storm Water Pollution Prevention Plan	LS	LS	LS	2,500 ⁰⁰
3.	Storm Water Annual Report	1	EA	1,000 ⁰⁰	1,000 ⁰⁰
4.	Storm Water Sampling and Analysis	10	DAY	100 ⁰⁰	1,000 ⁰⁰
5.	Rain Event Action Plan	17	EA	50 ⁰⁰	850 ⁰⁰
6.	Temporary Stabilized Construction Entrance	1	EA	3,000 ⁰⁰	3,000 ⁰⁰
7.	Temporary Concrete Washout (Portable)	LS	LS	LS	4,000 ⁰⁰
8.	Temporary Gravel Bag	260	EA	6 ⁰⁰	1,560 ⁰⁰
9.	Temporary Fiber Roll	310	LF	3 ³⁰	1,023 ⁰⁰
10.	Temporary Silt Fence	2,300	LF	3 ¹⁰	7,130 ⁰⁰
11.	BMP Maintenance Cost Sharing	4,000	DLR	1.00	4,000
12.	Construction Site Management	LS	LS	LS	5,000 ⁰⁰
13.	Temporary Fence (Type ESA)	4,114	LF	3 ⁵⁰	14,399 ⁰⁰
14.	Traffic Control	LS	LS	LS	133,767 ⁰⁰
15.	Remove Traffic Striping and Marking	557	SF	1 ⁰⁰	557 ⁰⁰
16.	Temporary Sound Wall (Timber)	32,544	SF	1 ⁷⁵	56,952 ⁰⁰
17.	Remove Asphalt Concrete	2,392	SY	1 ⁰⁰	2,392 ⁰⁰

Name of Bidder Granite Construction Company

BID SCHEDULE 1 – JAMACHA BOULEVARD (continued)

(Oracle Project #1013679)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
18.	Plane Asphalt Concrete Pavement	17,724	SY	2 ⁰⁰	35,448 ⁰⁰
19.	Clearing and Grubbing	LS	LS	LS	55,000 ⁰⁰
20.	Roadway Excavation	986	CY	100 ⁰⁰	98,600 ⁰⁰
21.	Structure Excavation (Retaining Wall)	3,197	CY	36 ⁰⁰	115,092 ⁰⁰
22.	Structure Backfill (Retaining Wall)	2,070	CY	75 ⁰⁰	155,250 ⁰⁰
23.	Trench Safety and Shoring of Excavations	LS	LS	LS	100,000 ⁰⁰
24.	Move In/Move Out (Erosion Control)	1	EA	200 ⁰⁰	200 ⁰⁰
25.	Erosion Control (Type D)	1,623	SY	2 ⁰⁰	3,246 ⁰⁰
26.	Adjust Manhole Cover	10	EA	500 ⁰⁰	5,000 ⁰⁰
27.	Adjust Pull Box To Grade	6	EA	200 ⁰⁰	1,200 ⁰⁰
28.	Aggregate Base, Class 2	864	CY	100 ⁰⁰	86,400 ⁰⁰
29.	Asphalt Concrete, Type B	2,223	TON	115 ⁰⁰	255,645 ⁰⁰
30.	Rubberized Asphalt Concrete, Type G	2,141	TON	146 ⁰⁰	312,586 ⁰⁰
31.	Retaining Wall Stem (Masonry)	10,300	SF	21 ⁰⁰	216,300 ⁰⁰
32.	Class 2 Concrete (Wall Footing)	796	CY	330 ⁰⁰	262,680 ⁰⁰
33.	Curb Outlet	4	EA	3,000 ⁰⁰	12,000 ⁰⁰
34.	Drainage Ditch (Type B)	1,120	LF	22 ⁵⁰	25,200 ⁰⁰
35.	Minor Concrete (Curb and Gutter)	2,771	LF	14 ⁰⁰	38,794 ⁰⁰
36.	Minor Concrete (Cross Gutter)	23	CY	410 ⁰⁰	9,430 ⁰⁰
37.	Minor Concrete (Sidewalk)	153	CY	260 ⁰⁰	39,780 ⁰⁰
38.	Minor Concrete (Driveway)	5	CY	300 ⁰⁰	1,500 ⁰⁰
39.	Minor Concrete (Curb Ramp)	17	CY	400 ⁰⁰	6,800 ⁰⁰
40.	Minor Concrete (Curb Ramp, DS-21)	10	CY	480 ⁰⁰	4,800 ⁰⁰
41.	Bioswale	3,372	SF	22 ⁰⁰	74,184 ⁰⁰

Name of Bidder GRANITE CONSTRUCTION COMPANY

BID SCHEDULE 1 – JAMACHA BOULEVARD (continued)

(Oracle Project #1013679)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
42.	18" Corrugated P.V.C. Pipe	204	LF	93 ⁰⁰	18,972 ⁰⁰
43.	6" Perforated Plastic Pipe Underdrain	150	LF	50 ⁰⁰	7,500 ⁰⁰
44.	Curb Inlet Basket	2	EA	2,000 ⁰⁰	4,000 ⁰⁰
45.	Cable Railing	1,112	LF	17 ⁰⁰	18,904 ⁰⁰
46.	Roadside Sign (One Post)	5	EA	280 ⁰⁰	1,400 ⁰⁰
47.	Paint Traffic Stripe (2-Coat)	19,088	LF	0 ²⁵	4,772 ⁰⁰
48.	Paint Pavement Marking (2-Coat)	245	SF	2 ⁰⁰	490 ⁰⁰
49.	Pavement Marker, Reflective	170	EA	3 ⁰⁰	510 ⁰⁰
50.	Traffic Signal and Safety Lighting System	LS	LS	LS	30,000 ⁰⁰
51.	Street Light (Concrete Standard)	6	EA	4,500 ⁰⁰	27,000 ⁰⁰
52.	Field Orders	40,000	DLR	1.00	40,000.00
BID SCHEDULE 1 TOTAL					2,308,213 ⁰⁰

BID SCHEDULE 2 – JAMACHA BLVD FRONTAGE ROAD AT OMEGA IMPROVEMENTS

(Oracle Project #1013679)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1.	Project Identification Sign	1	EA	400 ⁰⁰	400 ⁰⁰
2.	Prepare Storm Water Pollution Prevention Plan	LS	LS	LS	500 ⁰⁰
3.	Storm Water Annual Report	1	EA	500 ⁰⁰	500 ⁰⁰
4.	Storm Water Sampling and Analysis	10	DAY	100 ⁰⁰	1,000 ⁰⁰
5.	Rain Event Action Plan	17	EA	50 ⁰⁰	850 ⁰⁰
6.	Temporary Concrete Washout (Portable)	LS	LS	LS	1,500 ⁰⁰
7.	Temporary Gravel Bag	500	EA	5 ⁵⁰	2,750 ⁰⁰
8.	Temporary Silt Fence	3,000	LF	2 ⁵⁰	7,500 ⁰⁰
9.	BMP Maintenance Cost Sharing	5,000	DLR	1.00	5,000

Name of Bidder GRANITE CONSTRUCTION COMPANY

7/09

2-3b

PART 2/COUNTY

BID SCHEDULE 2 – JAMACHA BLVD FRONTAGE ROAD AT OMEGA IMPROVEMENTS (cont'd)
(Oracle Project #1013679)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
10.	Construction Site Management	LS	LS	LS	5,000 ⁰⁰
11.	Traffic Control	LS	LS	LS	30,000 ⁰⁰
12.	Remove Traffic Striping and Marking	6,951	SF	1 ⁰⁰	6,951 ⁰⁰
13.	Plane Asphalt Concrete Pavement	4,981	SY	3 ⁰⁰	14,943 ⁰⁰
14.	Clearing and Grubbing	LS	LS	LS	10,000 ⁰⁰
15.	Roadway Excavation	491	CY	100 ⁰⁰	49,100 ⁰⁰
16.	Imported Borrow	102	CY	10 ⁰⁰	1,020 ⁰⁰
17.	Move In/Move Out (Erosion Control)	1	EA	200 ⁰⁰	200 ⁰⁰
18.	Erosion Control (Type D)	613	SY	2 ⁰⁰	1,226 ⁰⁰
19.	Adjust Manhole Cover	4	EA	450 ⁰⁰	1,800 ⁰⁰
20.	Adjust Pull Box To Grade	3	EA	200 ⁰⁰	600 ⁰⁰
21.	Aggregate Base, Class 2	350	CY	100 ⁰⁰	35,000 ⁰⁰
22.	Asphalt Concrete, Type B	206	TON	135 ⁰⁰	27,810 ⁰⁰
23.	Rubberized Asphalt Concrete, Type G	416	TON	156 ⁰⁰	64,896 ⁰⁰
24.	Minor Concrete (Curb and Gutter)	2,116	LF	20 ⁰⁰	42,320 ⁰⁰
25.	Minor Concrete (Cross Gutter)	5	CY	500 ⁰⁰	2,500 ⁰⁰
26.	Minor Concrete (Sidewalk)	19	CY	450 ⁰⁰	8,550 ⁰⁰
27.	Minor Concrete (Driveway)	32	CY	700 ⁰⁰	22,400 ⁰⁰
28.	Pervious Concrete Pavement	94	CY	520 ⁰⁰	48,880 ⁰⁰
29.	Geogrid	110	SY	12 ⁰⁰	1,320 ⁰⁰
30.	Reconstruct Metal Beam Guardrail	345	LF	18 ⁰⁰	6,210 ⁰⁰
31.	Fence, Wood (H=6FT)	210	LF	36 ⁰⁰	7,560 ⁰⁰
32.	Paint Traffic Stripe (2-Coat)	5,420	LF	0 ²⁵	1,355 ⁰⁰
33.	Paint Pavement Marking (2-Coat)	500	SF	2 ⁰⁰	1,000 ⁰⁰

Name of Bidder GRANITE CONSTRUCTION COMPANY

BID SCHEDULE 2 – JAMACHA BLVD FRONTAGE ROAD AT OMEGA IMPROVEMENTS
(continued)

(Oracle Project #1013679)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
34.	Pavement Marker, Reflective	146	EA	3 ⁰⁰	438 ⁰⁰
35.	Roadside Sign (One Post)	5	EA	280 ⁰⁰	1,400 ⁰⁰
36.	Cluster Mailbox Unit (8 Deliveries)	2	EA	3,500 ⁰⁰	7,000 ⁰⁰
37.	Relocate Street Light	3	EA	2,500 ⁰⁰	7,500 ⁰⁰
38.	Bioretention Area	60	SF	50 ⁰⁰	3,000 ⁰⁰
39.	3" Perforated Plastic Pipe Underdrain	12	LF	20 ⁰⁰	240 ⁰⁰
40.	Curb Inlet Basket	3	EA	1,500 ⁰⁰	4,500 ⁰⁰
41.	Field Orders	20,000	DLR	1.00	20,000.00
BID SCHEDULE 2 TOTAL					454,719⁰⁰

ADDITIVE ALTERNATE 1

(Oracle Project #1013679)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1.	Undergrounding SDG&E Facilities	LS	LS	LS	252,100 ⁰⁰
ADDITIVE ALTERNATE 1 TOTAL					252,100⁰⁰

ADDITIVE ALTERNATE 2

(Oracle Project #1013679)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1.	Undergrounding Cox Cable Facilities	LS	LS	LS	78,100 ⁰⁰
ADDITIVE ALTERNATE 2 TOTAL					78,100⁰⁰

Name of Bidder Granite Construction Company

BID SCHEDULE 1 TOTAL.....\$ 2,308,213⁰⁰
BID SCHEDULE 2 TOTAL.....\$ 454,719⁰⁰
BASE BID (BID SCHEDULE 1 PLUS BID SCHEDULE 2).....\$ 2,762,932⁰⁰
ADDITIVE ALTERNATE 1 TOTAL.....\$ 252,100⁰⁰
ADDITIVE ALTERNATE 2 TOTAL.....\$ 78,100⁰⁰

Name of Bidder GRANITE CONSTRUCTION COMPANY

BID COMPARISON AND AWARD

If this Proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give in sums as stated in the Notice to Contractors Inviting Bids, both a faithful Performance Bond, and a Payment Bond as required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3, of the California Civil Code, with surety satisfactory to the Owner within the time specified in Section 3-1.03 of the Standard Specifications after the undersigned has received notice of the award of the Contract from the Owner and that the Contract is ready for signature, the Owner may, at its option, determine that the bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of the security accompanying this Proposal shall operate and the same shall be the property of the Owner.

Bids are required for the entire work. The amount of the bid for comparison purposes will be the Base Bid (Bid Schedule 1 plus Bid Schedule 2). Additive alternates will not be considered for purpose of bid comparison.

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

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

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

The quantities listed in the Proposal are approximate only. Payment for work done will be made at the contract unit prices bid as applied to the quantities actually constructed or installed.

Award of the Contract, if awarded, will be to the lowest responsible bidder for the Base Bid (Bid Schedule 1 plus Bid Schedule 2) plus any combination of the additive alternates, as determined by the Owner, subject to the Owner's right to reject any or all bids and to waive any informality or irregularity in the bids or bidding. Bids in which the prices are obviously unbalanced may be rejected.

Contract unit prices bid by the lowest responsive and responsible bidder shall be locked in for the duration of the contract, and the Owner has the right to award additional Additive Alternates at the unit prices bid, if additional funding becomes available.

Award of the Contract, if awarded, will be made to the lowest responsible bidder within forty-five (45) calendar days from the date specified for the opening of bids; within sixty (60) calendar days to the second lowest responsible bidder if the first does not execute the Contract; and within seventy-five (75) calendar days to the third lowest responsible bidder if neither the first nor the second bidder executes the Contract.

PROHIBITED CONTRACTS

Section 67 of the San Diego County Administrative Code provides that the County shall not contract with, and shall reject any bid or proposal submitted by, the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit-making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners, or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months came within the provisions of subsection (a) and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
- (d) Profit-making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners, or major shareholders.

With the affixing of a signature to your response to this solicitation, officer certifies that the above provisions of the Code have been complied with, and that any exception will cause any ensuing contract to be invalid.

DRUG AND ALCOHOL POLICY

It is the policy of the Board of Supervisors that in order to attain or maintain a contract with the County, each contractor shall agree that while any contractor or the contractor's employees are performing services for the County, or using County equipment, that the contractor or the contractor's employees:

1. Shall not in any way be impaired because of being under the influence of alcohol or a drug.
2. Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.
3. Shall not sell, offer, or provide alcohol or a drug to another person.

DEBARMENT AND SUSPENSION

Contractor certifies that it, its principals, its employees and its subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any State or Federal Department or agency.
2. Have not within a 3-year period preceding this Contract been convicted of, or had a civil judgment rendered against them for, the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- *3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
4. Have not within a 3-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.

*Please see attached exception to our certification regarding item 3.

County of San Diego
Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed and returned with the offer.

1. NOT-FOR-PROFIT ORGANIZATIONS
Attach proof of status and omit Paragraph 3.

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) below and the contract must be approved by the Board of Supervisors.

List of for-profit Entity(ies): N/A
If more than one, attach a separate sheet listing them all.

3. BUSINESS REPRESENTATION

3.1. DEFINITION OF A DISABLED VETERANS BUSINESS ENTERPRISE

"Disabled Veterans Business Enterprise" means a business which is at least fifty-one (51%) owned and operated by one or more veterans with a service related disability as certified by Equal Opportunity Management Office (EOMO), California Department of General Services, Office of Small Business and members of Joint Agencies Contracting Opportunities (JACO), (California Military and Veterans code, Article 6, Section 999).

3.2. REPRESENTATION AS DISABLED VETERANS BUSINESS ENTERPRISE:

This Offeror represents as a part of this offer that the ownership, operation and control of the business, in accordance with the specific definition in 3.1, I am currently certified by (Government. Agency):

Certification #: N/A

4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS

Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

- 4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and
- 4.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

*4.3. Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 4.2 of this certification; and

4.4. Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

*4.5. Are presently the target or subject of any investigation, accusation or charges by any federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is included in the proposal, as requested in the Submittal Requirements.

4.6. Contractor will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).

5. CERTIFICATE OF CURRENT COST OR PRICING

This is to certify that, to the best of my knowledge and belief, cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.

6. CERTIFICATE OF INDEPENDENT PRICING

By submission of this bid or proposal, each offeror certifies, and in the case of a joint offers, each party thereto certifies as to its own organization, that in relation to this procurement:

6.1. The prices in this bid or proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and

6.2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and

6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

CERTIFICATION

The information furnished in Paragraphs 1 through 7 is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

NAME: Ronald L. Gatto

SIGNATURE: 

TITLE: Vice President

DATE: 05/19/2011

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

*Please see the attached exceptions to our certifications regarding items 4.3 and 4.5.

DESIGNATION OF SUBCONTRACTORS

Set forth below is the full name and the location of the place of business of each Subcontractor whom the Bidder proposes to subcontract portions of the work in excess of one-half of one percent of the total bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, and the portion of the work which will be done by each Subcontractor for each subcontract.

The Bidder's attention is directed to the provision titled "Subcontracting" of the Special Provisions contained in these Contract Documents.

NOTE: The Bidder understands that if the Bidder fails to specify a Subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the bid or \$10,000, whichever is greater, the Bidder shall be deemed to have agreed to perform such portion, and that the Bidder shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity in accordance with the provision of the Subletting and Subcontracting Fair Practices Act (Section 4100 et seq. of the California Public Contract Code).

Unless changed in the Special Provisions, at least 50 percent of the original contract price shall be performed by the Contractor's own organization.

The Business Name and Address and the Portion of Work to be Subcontracted information are required at the time of bid submittal. The remainder of the information shall be submitted **by the apparent low bidder** no later than 2:00 pm on the next business day following the bid opening date by e-mail to the Procurement Contracting Officer listed as contact for this RFB.

If no Subcontractors are to be employed on the project, enter the word "NONE."

DESIGNATION OF SUBCONTRACTORS				
PORTION OF WORK TO BE SUBCONTRACTED		BUSINESS NAME AND ADDRESS	PERCENTAGE OF TOTAL CONTRACT	LICENSE NO.
ITEM NO.	DESCRIPTION OF WORK			
S-1 #34	Drainage Ditch	Southwest V-Ditch Riverside, CA	1.0%	569779
S-1 #27, 50,51	Electrical	Select Electric Spring Valley, CA	2.0%	297034
S-2 #17,18 Alternates 1+2	Electrical	Select Electric Spring Valley, CA		297034
S-1 #24,25 S-2 #17,18	Erosion Control			

TOTAL % SUBCONTRACTED _____

Name of Bidder GRANITE CONSTRUCTION COMPANY

DESIGNATION OF SUBCONTRACTORS

DESIGNATION OF SUBCONTRACTORS				
PORTION OF WORK TO BE SUBCONTRACTED		BUSINESS NAME AND ADDRESS	PERCENTAGE OF TOTAL CONTRACT	LICENSE NO.
ITEM NO.	DESCRIPTION OF WORK			
S-1 #45 S-2 #30,31	Fence, Cable Railing and MBGR	Area West Fence Co. Lakeside, CA	1.0 % 1.0 %	737398
S-1 #31	Masonry Retaining Wall	Cleavenger Masonry Alpine, CA	8.0 %	936516
S-1 #32	Rebar - Footing	Harris Rebar - So. Cal. Lakeside, CA	4.0 %	920 921179
S-1 #15, 47-49	Striping	Payco Specialties, Inc. Chula Vista, CA	1.0 %	298637
S-2 #12, 32-34	Striping	Payco Specialties, Inc. Chula Vista, CA	1.0 %	298637
S-1 #18 S-2 #13	Plane AC Pavement Partial	Pavement Recycling Systems Mira Loma, CA	1.0 %	569352

TOTAL % SUBCONTRACTED 18.0 %

Name of Bidder GRANITE CONSTRUCTION COMPANY

FOR: Construction of Jamacha Boulevard Phase II Road Improvements; Oracle Project No. 1013679

Accompanying this proposal is Bidder's Bond

(NOTICE: Insert the words "cash (\$ Ten Percent (10%) of Bid Amount _____)," "cashier's check," "certified check," or "bidder's bond," as the case may be.) in amount equal to at least ten percent of total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

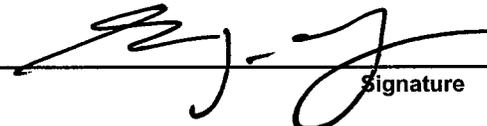
GRANITE CONSTRUCTION COMPANY, a California corporation

<u>James H. Roberts - President</u>	<u>Terry K. Eller - Secretary</u>
<u>Jigisha Desai - Treasurer</u>	<u>Dennis Wesley - Regional Manager</u>

Licensed in accordance with an act providing for the registration of Contractors,

License No. 89 Classification (s) A, B Exp. Date 05/31/2013

I hereby certify, under penalty of perjury, that the foregoing proposal to the Board is true and correct.

(GRANITE CONSTRUCTION COMPANY
 (Legal Name of Bidder
 (SIGN
 (
 (HERE
 (by  /Ronald L. Gatto (SEAL)
 (Signature
 (Vice President
 (Title

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a copartnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the copartnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be submitted with the bid; otherwise, the bid may be disregarded as irregular and unauthorized.

Business address 585 West Beach Street, Watsonville, CA 95076

Telephone (831) 724-1011 Fax (831) 768-4021

E-Mail address mark.chalfa@gcinc.com

Dated May 19, 20 11, at Watsonville. California.

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we GRANITE CONSTRUCTION COMPANY
585 West Beach Street, Watsonville, CA 95076
as Principal, and FEDERAL INSURANCE COMPANY 15 Mountain View Road, Warren, NJ 07059
as Surety, are held and firmly bound unto the County of San Diego, a political subdivision of the State of California, hereinafter called the County, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the County for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the Surety hereunder exceed the sum of Ten Percent (10%) of Bid Amount

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above-mentioned bid to the County of San Diego for certain construction specifically described as follows, for which bids are to be opened on 05/19/2011 for
DATE

CONSTRUCTION OF JAMACHA BOULEVARD PHASE II ROAD IMPROVEMENTS; ORACLE PROJECT NO. 1013679

NOW THEREFORE, if the aforesaid principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefor, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the County, in the prescribed form, in accordance with the bid as accepted, and file the two bonds with the County, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

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

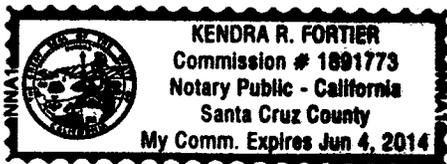
IN WITNESS WHEREOF, We have hereunto set our hands and seals on this 11th day of May A.D. 2011

By: [Signature] (SEAL) By: [Signature] (SEAL)
Cynthia P. Johnson, Attorney-In-Fact (SEAL) Ronald L. Gatto, Vice President (SEAL)
FEDERAL INSURANCE COMPANY (SEAL) GRANITE CONSTRUCTION COMPANY (SEAL)
Surety Principal

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF California)
) ss
COUNTY OF Santa Cruz)
On this 11th day of May in the year 2011 before me
Kendra R. Fortier a notary public in and for said County and State personally
appeared Cynthia P. Johnson known to me (or proved to me on the basis of satisfactory evidence) to
be the person whose name is subscribed to the within instrument as the attorney-in-fact of the Federal Insurance Company, the
corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as
Surety, and his own name as attorney-in-fact.

NOTE: (a) Signature of those executing for Surety must be properly acknowledged.
(b) The Attorney-in-fact must attach a certified copy of Power of Attorney.
[Signature]
Notary Public In and for the County of Santa Cruz
State of California





**Chubb
Surety**

**POWER
OF
ATTORNEY**

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

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

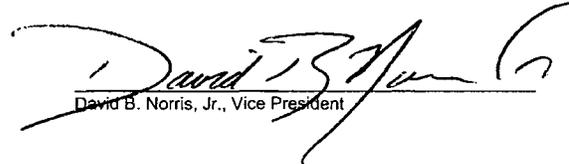
Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint **Jigisha Desai, John Gilliland, Cynthia P. Johnson, Kathleen Schreckengost, Ananya Mukherjee and Eve Perez of Watsonville, California**-----

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business on behalf

in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bond or obligation by such Attorney- in- Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **17th day of December, 2009**


Kenneth C. Wendel, Assistant Secretary


David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

ss.

County of Somerset

On this, **17th** day of **December, 2009** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



STEPHEN B. BRADT
Notary Public, State of New Jersey
No. 2321087
Commission Expires Oct. 25, 2014


Notary Public

CERTIFICATION

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

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

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

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

Given under my hand and seals of said Companies at Warren, NJ this **05/11/11**




Kenneth C. Wendel, Assistant Secretary

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

DATE: 05/19/2011

ORACLE PROJECT NO. 1013679

COUNTY OF SAN DIEGO
 BIDDER DVBE INFORMATION

PROJECT TITLE: Construction of Jamacha Boulevard Phase II Road Improvements

BIDDER: GRANITE CONSTRUCTION COMPANY

BIDDER REPRESENTATIVE: Mike Boer

ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL	NAME OF CERTIFIED DVBE TO BE USED (PRIME, SUBCONTRACTOR OR VENDOR) AND ADDRESS, TELEPHONE, AND CERTIFICATION NUMBER	DOLLAR AMOUNT TO BE PAID THIS DVBE
TOTAL DOLLARS TO CERTIFIED DVBE (PRIME, SUBCONTRACTOR OR VENDOR)			\$ <u>Ø</u>

COMPUTATION OF UTILIZATION AND COMPARISON WITH THE GOAL IF BID EXCEEDS \$500,000

	CALCULATION	ESTABLISHED GOAL IF BID EXCEEDS \$500,000
Disabled Veterans	$\frac{\text{Total Amount to DVBE}}{\text{Total Bid}} \times 100 = \text{Percent of Utilization}$ $\frac{\underline{Ø}}{\underline{Ø}} \times 100 = \underline{Ø} \%$	3%

PART IIA

**DOCUMENTS TO BE EXECUTED BY LOW AND SECOND
LOW BIDDERS WHO FAIL TO MEET A DVBE GOAL**

**(SHALL BE SUBMITTED BY E-MAIL TO THE PROCUREMENT
CONTRACTING OFFICER LISTED AS CONTACT FOR THIS RFB
NO LATER THAN 2:00 P.M. ON THE SECOND BUSINESS DAY
FOLLOWING BID OPENING DAY)**

(Bidders are cautioned that even if their BIDDER DVBE INFORMATION form (page 2-10) indicates they will meet a stated DVBE goal, they should still consider submitting Documentation of Good Faith Effort. Submittal of satisfactory Documentation of Good Faith Effort will protect eligibility for award of a contract in the event the County, in its review, finds that a DVBE goal has not been met.)

**EXCEPTION TO
ITEM 3 ON PAGE 2-5
AND
ITEM 4.3 ON PAGE 2-6a**

GRANITE CONSTRUCTION COMPANY

On an approximately \$4.5 million contract with the City of San Diego, California that was completed in 2008, the City audited the contract and found that there were mistaken billings in an amount less than \$3,000, however amounts paid to Granite were found to be reasonable. Granite was unaware of the billing errors when submitted and returned that payment amount to the City. The City also audited a similar contract it had with a different contractor. The City filed a single lawsuit against both the other contractor and Granite alleging unspecified violations of the California False Claims Act. That action is still pending but Granite has no further information at this time.

**EXCEPTION TO
ITEM 4.5
ON PAGE 2-6a**

Pending Investigations Involving Granite

1. Minnesota project DBE Issues – Investigation concerning DBE participation on a light rail project for Minnesota DOT. This project was performed by a joint venture of which Granite was one of the members.
2. Oregon project environmental issue – Investigation concerning stormwater runoff sediments that were deposited into streams during extraordinary rain events on a highway project for the Oregon DOT. The contractor on this project is a joint venture of which Granite is one of the members.

PENDING
Alleged Discrimination Cases
AGAINST GRANITE CONSTRUCTION COMPANY
Filed with the EEOC and/ or State Agency
(As of April 2011)

CASE NAME	LOCATION	DESCRIPTION	DATE CLOSED/ RESOLUTION
Aulet v. GCC	New York	Discrimination	Pending
Beltran v. GCC	California	Racial Discrimination; Hostile Work Environment	Pending
Burns v. GCC; GCI	Washington	Racial Discrimination; Wrongful Termination	Pending
Craig v. GCC	Alaska	Racial Discrimination; Harassment	Pending
Crepea v. GCC	Arizona	Wrongful Termination	Pending
De La Cerda v. GCC	Nevada	Discrimination	Pending
Steinbrugger v. GCC	California	Age Discrimination; Harassment	Pending

NEXT BID

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
PROPOSAL TO THE BOARD
FOR
CONSTRUCTION OF
JAMACHA BOULEVARD PHASE II
ROAD IMPROVEMENTS
ORACLE PROJECT NO. 1013679

RFB NO.: 5070

Name of Bidder DICK MILLER, INC.
Business Address 930 BOARDWALK, SUITE G, SAN MARCOS, CA 92078
Place of Residence N/A

LOCATION

The work to be performed under this Contract is located in the vicinity of Spring Valley, County of San Diego, State of California.

Said work is to be performed in accordance with the Contract and the Special Provisions annexed hereto and including Addenda Nos. , 1, and 2, and also in accordance with the Standard Specifications of the State of California, Department of Transportation, dated May 2006, the Amendments to said Standard Specifications contained in Part VI of these Contract Documents and the modifications to said Standard Specifications and said Amendments contained in Part VII of these Contract Documents.

The work to be done is shown on plans entitled:

PLANS FOR
CONSTRUCTION OF
JAMACHA BOULEVARD
RS 629
In the Vicinity of Spring Valley
Net Length = 0.5 miles

Approved: March 30, 2011, and

PLANS FOR CONSTRUCTION OF
JAMACHA BLVD FRONTAGE ROAD
AT OMEGA IMPROVEMENTS
RS 1343-66
In The Vicinity of Spring Valley
LENGTH = 0.13 MILES

Approved: April 20, 2011, and

SAN DIEGO GAS & ELECTRIC
ELECTRIC CONSTRUCTION ORDER
OH/UG BASE DRAWING
CONSTRUCTION ORDER NO.
2942336

Approved: March 1, 2011, and

JAMACHA BLVD 20B PHASE 2
SPRING VALLEY, CA 91977

Approved: March 28, 2011.

By signing this proposal on the signature portion hereof, the undersigned, as bidder, under penalty of perjury deposes and says: that the only persons or parties interested in this Proposal as Principals are those named herein; that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said proposal; that the undersigned has carefully examined the location of the proposed work, the annexed proposed form of Contract, and the Plans, Special Provisions and Specifications therein referred to; and the undersigned proposes, and agrees if this Proposal is accepted, that the undersigned will furnish the required Bonds and Contract with the Owner, in the form and copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein set forth, and that the undersigned will take in full payment therefor the following unit and lump sum prices, to wit:

BID SCHEDULE 1 – JAMACHA BOULEVARD

(Oracle Project #1013679)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1.	Project Identification Sign	1	EA	1,200.00	1,200.00
2.	Prepare Storm Water Pollution Prevention Plan	LS	LS	LS	16,000.00
3.	Storm Water Annual Report	1	EA	2,000.00	2,000.00
4.	Storm Water Sampling and Analysis	10	DAY	600.00	6,000.00
5.	Rain Event Action Plan	17	EA	500.00	8,500.00
6.	Temporary Stabilized Construction Entrance	1	EA	4,200.00	4,200.00
7.	Temporary Concrete Washout (Portable)	LS	LS	LS	300.00
8.	Temporary Gravel Bag	260	EA	9.00	2,340.00
9.	Temporary Fiber Roll	310	LF	4.40	1,364.00
10.	Temporary Silt Fence	2,300	LF	3.50	8,050.00
11.	BMP Maintenance Cost Sharing	4,000	DLR	1.00	4,000
12.	Construction Site Management	LS	LS	LS	33,000.00
13.	Temporary Fence (Type ESA)	4,114	LF	2.00	8,228.00
14.	Traffic Control	LS	LS	LS	50,000.00
15.	Remove Traffic Striping and Marking	557	SF	1.50	835.50
16.	Temporary Sound Wall (Timber)	32,544	SF	2.35	76,478.40
17.	Remove Asphalt Concrete	2,392	SY	3.00	7,176.00

Name of Bidder DICK MILLER, INC.

BID SCHEDULE 1 – JAMACHA BOULEVARD (continued)

(Oracle Project #1013679)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
18.	Plane Asphalt Concrete Pavement	17,724	SY	2.25	39,879.00
19.	Clearing and Grubbing	LS	LS	LS	55,000.00
20.	Roadway Excavation	986	CY	43.00	42,398.00
21.	Structure Excavation (Retaining Wall)	3,197	CY	75.00	239,775.00
22.	Structure Backfill (Retaining Wall)	2,070	CY	65.00	134,550.00
23.	Trench Safety and Shoring of Excavations	LS	LS	LS	4,500.00
24.	Move In/Move Out (Erosion Control)	1	EA	240.00	240.00
25.	Erosion Control (Type D)	1,623	SY	2.00	3,246.00
26.	Adjust Manhole Cover	10	EA	800.00	8,000.00
27.	Adjust Pull Box To Grade	6	EA	180.00	1,080.00
28.	Aggregate Base, Class 2	864	CY	110.00	95,040.00
29.	Asphalt Concrete, Type B	2,223	TON	105.00	233,415.00
30.	Rubberized Asphalt Concrete, Type G	2,141	TON	140.00	299,740.00
31.	Retaining Wall Stem (Masonry)	10,300	SF	<i>30.00</i>	<i>309,000.00</i>
32.	Class 2 Concrete (Wall Footing)	796	CY	550.00	437,800.00
33.	Curb Outlet	4	EA	3,000.00	12,000.00
34.	Drainage Ditch (Type B)	1,120	LF	27.00	30,240.00
35.	Minor Concrete (Curb and Gutter)	2,771	LF	15.00	41,565.00
36.	Minor Concrete (Cross Gutter)	23	CY	400.00	9,200.00
37.	Minor Concrete (Sidewalk)	153	CY	350.00	53,550.00
38.	Minor Concrete (Driveway)	5	CY	400.00	2,000.00
39.	Minor Concrete (Curb Ramp)	17	CY	750.00	12,750.00
40.	Minor Concrete (Curb Ramp, DS-21)	10	CY	650.00	6,500.00
41.	Bioswale	3,372	SF	13.00	43,836.00

Name of Bidder DICK MILLER, INC.

BID SCHEDULE 1 – JAMACHA BOULEVARD (continued)
(Oracle Project #1013679)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
42.	18" Corrugated P.V.C. Pipe	204	LF	73.00	14,892.00
43.	6" Perforated Plastic Pipe Underdrain	150	LF	40.00	6,000.00
44.	Curb Inlet Basket	2	EA	1,900.00	3,800.00
45.	Cable Railing	1,112	LF	15.00	16,680.00
46.	Roadside Sign (One Post)	5	EA	330.00	1,650.00
47.	Paint Traffic Stripe (2-Coat)	19,088	LF	0.30	5,726.40
48.	Paint Pavement Marking (2-Coat)	245	SF	2.40	588.00
49.	Pavement Marker, Reflective	170	EA	3.60	612.00
50.	Traffic Signal and Safety Lighting System	LS	LS	LS	25,000.00
51.	Street Light (Concrete Standard)	6	EA	5,400.00	32,400.00
52.	Field Orders	40,000	DLR	1.00	40,000.00
BID SCHEDULE 1 TOTAL					<i>\$ 2,492,324.30</i>

BID SCHEDULE 2 – JAMACHA BLVD FRONTAGE ROAD AT OMEGA IMPROVEMENTS
(Oracle Project #1013679)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1.	Project Identification Sign	1	EA	1,200.00	1,200.00
2.	Prepare Storm Water Pollution Prevention Plan	LS	LS	LS	5,000.00
3.	Storm Water Annual Report	1	EA	2,000.00	2,000.00
4.	Storm Water Sampling and Analysis	10	DAY	600.00	6,000.00
5.	Rain Event Action Plan	17	EA	500.00	8,500.00
6.	Temporary Concrete Washout (Portable)	LS	LS	LS	300.00
7.	Temporary Gravel Bag	500	EA	9.00	4,500.00
8.	Temporary Silt Fence	3,000	LF	1.00	3,000.00
9.	BMP Maintenance Cost Sharing	5,000	DLR	1.00	5,000

Name of Bidder DICK MILLER, INC.

7/09

2-3b

PART 2/COUNTY

BID SCHEDULE 2 – JAMACHA BLVD FRONTAGE ROAD AT OMEGA IMPROVEMENTS (cont'd)
(Oracle Project #1013679)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
10.	Construction Site Management	LS	LS	LS	14,000.00
11.	Traffic Control	LS	LS	LS	18,500.00
12.	Remove Traffic Striping and Marking	6,951	SF	1.50	10,426.50
13.	Plane Asphalt Concrete Pavement	4,981	SY	2.50	12,452.50
14.	Clearing and Grubbing	LS	LS	LS	10,000.00
15.	Roadway Excavation	491	CY	60.00	29,640.00
16.	Imported Borrow	102	CY	60.00	6,120.00
17.	Move In/Move Out (Erosion Control)	1	EA	250.00	250.00
18.	Erosion Control (Type D)	613	SY	2.50	1,532.00
19.	Adjust Manhole Cover	4	EA	800.00	3,200.00
20.	Adjust Pull Box To Grade	3	EA	180.00	540.00
21.	Aggregate Base, Class 2	350	CY	104.00	36,400.00
22.	Asphalt Concrete, Type B	206	TON	110.00	22,660.00
23.	Rubberized Asphalt Concrete, Type G	416	TON	140.00	58,240.00
24.	Minor Concrete (Curb and Gutter)	2,116	LF	29.00	61,364.00
25.	Minor Concrete (Cross Gutter)	5	CY	820.00	4,100.00
26.	Minor Concrete (Sidewalk)	19	CY	370.00	7,030.00
27.	Minor Concrete (Driveway)	32	CY	370.00	11,840.00
28.	Pervious Concrete Pavement	94	CY	4.50	42,300.00
29.	Geogrid	110	SY	9.00	990.00
30.	Reconstruct Metal Beam Guardrail	345	LF	15.00	5,175.00
31.	Fence, Wood (H=6FT)	210	LF	56.00	11,760.00
32.	Paint Traffic Stripe (2-Coat)	5,420	LF	0.30	1,626.00
33.	Paint Pavement Marking (2-Coat)	500	SF	2.40	1,200.00

Name of Bidder DICK MILLER, INC.

BID SCHEDULE 2 – JAMACHA BLVD FRONTAGE ROAD AT OMEGA IMPROVEMENTS
(continued)

(Oracle Project #1013679)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
34.	Pavement Marker, Reflective	146	EA	3.50	511.00
35.	Roadside Sign (One Post)	5	EA	330.00	1,650.00
36.	Cluster Mailbox Unit (8 Deliveries)	2	EA	2,500.00	5,000.00
37.	Relocate Street Light	3	EA	2,600.00	7,800.00
38.	Bioretention Area	60	SF	25.00	1,500.00
39.	3" Perforated Plastic Pipe Underdrain	12	LF	50.00	600.00
40.	Curb Inlet Basket	3	EA	1,900.00	5,700.00
41.	Field Orders	20,000	DLR	1.00	20,000.00
BID SCHEDULE 2 TOTAL					449,427.50

ADDITIVE ALTERNATE 1

(Oracle Project #1013679)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1.	Undergrounding SDG&E Facilities	LS	LS	LS	165,000.00
ADDITIVE ALTERNATE 1 TOTAL					165,000.00

ADDITIVE ALTERNATE 2

(Oracle Project #1013679)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1.	Undergrounding Cox Cable Facilities	LS	LS	LS	45,000.00
ADDITIVE ALTERNATE 2 TOTAL					45,000.00

Name of Bidder DICK MILLER, INC.

BID SCHEDULE 1 TOTAL.....	\$ <u>2,492,324.30</u>
BID SCHEDULE 2 TOTAL.....	\$ <u>449,427.50</u>
BASE BID (BID SCHEDULE 1 PLUS BID SCHEDULE 2).....	\$ <u>2,941,751.80</u>
ADDITIVE ALTERNATE 1 TOTAL.....	\$ <u>165,000.00</u>
ADDITIVE ALTERNATE 2 TOTAL.....	\$ <u>45,000.00</u>

Name of Bidder DICK MILLER, INC.

BID COMPARISON AND AWARD

If this Proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give in sums as stated in the Notice to Contractors Inviting Bids, both a faithful Performance Bond, and a Payment Bond as required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3, of the California Civil Code, with surety satisfactory to the Owner within the time specified in Section 3-1.03 of the Standard Specifications after the undersigned has received notice of the award of the Contract from the Owner and that the Contract is ready for signature, the Owner may, at its option, determine that the bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of the security accompanying this Proposal shall operate and the same shall be the property of the Owner.

Bids are required for the entire work. The amount of the bid for comparison purposes will be the Base Bid (Bid Schedule 1 plus Bid Schedule 2). Additive alternates will not be considered for purpose of bid comparison.

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

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

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

The quantities listed in the Proposal are approximate only. Payment for work done will be made at the contract unit prices bid as applied to the quantities actually constructed or installed.

Award of the Contract, if awarded, will be to the lowest responsible bidder for the Base Bid (Bid Schedule 1 plus Bid Schedule 2) plus any combination of the additive alternates, as determined by the Owner, subject to the Owner's right to reject any or all bids and to waive any informality or irregularity in the bids or bidding. Bids in which the prices are obviously unbalanced may be rejected.

Contract unit prices bid by the lowest responsive and responsible bidder shall be locked in for the duration of the contract, and the Owner has the right to award additional Additive Alternates at the unit prices bid, if additional funding becomes available.

Award of the Contract, if awarded, will be made to the lowest responsible bidder within forty-five (45) calendar days from the date specified for the opening of bids; within sixty (60) calendar days to the second lowest responsible bidder if the first does not execute the Contract; and within seventy-five (75) calendar days to the third lowest responsible bidder if neither the first nor the second bidder executes the Contract.

PROHIBITED CONTRACTS

Section 67 of the San Diego County Administrative Code provides that the County shall not contract with, and shall reject any bid or proposal submitted by, the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit-making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners, or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months came within the provisions of subsection (a) and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
- (d) Profit-making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners, or major shareholders.

With the affixing of a signature to your response to this solicitation, officer certifies that the above provisions of the Code have been complied with, and that any exception will cause any ensuing contract to be invalid.

DRUG AND ALCOHOL POLICY

It is the policy of the Board of Supervisors that in order to attain or maintain a contract with the County, each contractor shall agree that while any contractor or the contractor's employees are performing services for the County, or using County equipment, that the contractor or the contractor's employees:

- 1. Shall not in any way be impaired because of being under the influence of alcohol or a drug.
- 2. Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.
- 3. Shall not sell, offer, or provide alcohol or a drug to another person.

DEBARMENT AND SUSPENSION

Contractor certifies that it, its principals, its employees and its subcontractors:

- 1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any State or Federal Department or agency.
- 2. Have not within a 3-year period preceding this Contract been convicted of, or had a civil judgment rendered against them for, the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- 4. Have not within a 3-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

State of California)
) ss
)
County of San Diego)

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, (Name) GLEN BULLOCK, being first duly sworn, deposes and says that he or she is (Title) PRESIDENT and SECRETARY of (Company) DICK MILLER, INC. the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or 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.

I hereby certify, under penalty of perjury, that the foregoing statement is true and correct.

SIGNATURE OF BIDDER X M - F. B. _____

DATE MAY 19, 2011 _____

CALIFORNIA NOTARY JURAT ATTACHED

County of San Diego
Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed and returned with the offer.

1. NOT-FOR-PROFIT ORGANIZATIONS

Attach proof of status and omit Paragraph 3.

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) below and the contract must be approved by the Board of Supervisors.

List of for-profit
Entity(ies): N/A

If more than one, attach a separate sheet listing them all

3. BUSINESS REPRESENTATION

3.1. DEFINITION OF A DISABLED VETERANS BUSINESS ENTERPRISE

"Disabled Veterans Business Enterprise" means a business which is at least fifty-one (51%) owned and operated by one or more veterans with a service related disability as certified by Equal Opportunity Management Office (EOMO), California Department of General Services, Office of Small Business and members of Joint Agencies Contracting Opportunities (JACO), (California Military and Veterans code, Article 6, Section 999).

3.2. REPRESENTATION AS DISABLED VETERANS BUSINESS ENTERPRISE:

This Offeror represents as a part of this offer that the ownership, operation and control of the business, in accordance with the specific definition in 3.1, I am currently certified by (Government Agency): **California DGS, Office of Small Business and DVBE Services**
Certification #: 53651

4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS

Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

- 4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and
- 4.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

4.3. Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 4.2 of this certification; and

4.4. Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

4.5. Are presently the target or subject of any investigation, accusation or charges by any federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is included in the proposal, as requested in the Submittal Requirements.

4.6. Contractor will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).

5. CERTIFICATE OF CURRENT COST OR PRICING

This is to certify that, to the best of my knowledge and belief, cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.

6. CERTIFICATE OF INDEPENDENT PRICING

By submission of this bid or proposal, each offeror certifies, and in the case of a joint offers, each party thereto certifies as to its own organization, that in relation to this procurement:

6.1. The prices in this bid or proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and

6.2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and

6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

CERTIFICATION

The information furnished in Paragraphs 1 through 7 is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

NAME: GLEN BULLOCK

SIGNATURE: [Signature]

TITLE: PRESIDENT and SECRETARY

DATE: MAY 19, 2011

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

DESIGNATION OF SUBCONTRACTORS

Set forth below is the full name and the location of the place of business of each Subcontractor whom the Bidder proposes to subcontract portions of the work in excess of one-half of one percent of the total bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, and the portion of the work which will be done by each Subcontractor for each subcontract.

The Bidder's attention is directed to the provision titled "Subcontracting" of the Special Provisions contained in these Contract Documents.

NOTE: The Bidder understands that if the Bidder fails to specify a Subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the bid or \$10,000, whichever is greater, the Bidder shall be deemed to have agreed to perform such portion, and that the Bidder shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity in accordance with the provision of the Subletting and Subcontracting Fair Practices Act (Section 4100 et seq. of the California Public Contract Code).

Unless changed in the Special Provisions, at least 50 percent of the original contract price shall be performed by the Contractor's own organization.

The Business Name and Address and the Portion of Work to be Subcontracted information are required at the time of bid submittal. The remainder of the information shall be submitted by the **apparent low bidder** no later than 2:00 pm on the next business day following the bid opening date by e-mail to the Procurement Contracting Officer listed as contact for this RFB.

If no Subcontractors are to be employed on the project, enter the word "NONE."

DESIGNATION OF SUBCONTRACTORS				
PORTION OF WORK TO BE SUBCONTRACTED		BUSINESS NAME AND ADDRESS	PERCENTAGE OF TOTAL CONTRACT	LICENSE NO.
ITEM NO.	DESCRIPTION OF WORK			
various	Storm Water Related	Stormwater Construction Management Encinitas CA		
various	Striping and Marking	Payco Specialties Chula Vista CA		
various	Asphalt Paving and Cold Planing	Seal-Right Paving Bonita CA		
various	Minor Concrete	American Concrete San Marcos CA		

TOTAL % SUBCONTRACTED _____

Name of Bidder DICK MILLER, INC.

DESIGNATION OF SUBCONTRACTORS

DESIGNATION OF SUBCONTRACTORS				
PORTION OF WORK TO BE SUBCONTRACTED		BUSINESS NAME AND ADDRESS	PERCENTAGE OF TOTAL CONTRACT	LICENSE NO.
ITEM NO.	DESCRIPTION OF WORK			
various	Cable railing, metal beam guardrail, wood fence	Crown Fence San Diego CA		
various	Electrical	Lekos Electric El Cajon CA		
various	Gunite	Southwest V-Ditch Riverside CA		
various	Masonry wall and Footing	Patterson Company Orange CA		
various	Pervious Concrete	American Concrete San Marcos CA		

Name of Bidder DICK MILLER, INC.

TOTAL % SUBCONTRACTED _____

FOR: Construction of Jamacha Boulevard Phase II Road Improvements; Oracle Project No. 1013679

Accompanying this proposal is a BIDDER'S BOND

(NOTICE: Insert the words "cash (\$ TEN PERCENT (10%) OF THE TOTAL BID AMOUNT)" "cashier's check," "certified check," or "bidder's bond," as the case may be.) in amount equal to at least ten percent of total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE *If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.*

DICK MILLER, INC., a California corporation	GLEN BULLOCK, TREASURER
GLEN BULLOCK, PRESIDENT	DICK MILLER, VICE PRESIDENT
GLEN BULLOCK, SECRETARY	

Licensed in accordance with an act providing for the registration of Contractors,
License No. 380204 Classification (s) A, B, and C12 Exp. Date 06/30/2011

I hereby certify, under penalty of perjury, that the foregoing proposal to the Board is true and correct.

DICK MILLER, INC.

(_____)
 (Legal Name of Bidder)
 ()
 SIGN ()
 ()
 HERE (by X M-F.B. (SEAL))
 (Signature)
 ()
 (PRESIDENT and SECRETARY)
 (_____)
 Title

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a copartnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the copartnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be submitted with the bid; otherwise, the bid may be disregarded as irregular and unauthorized.

Business address 930 BOARDWALK, SUITE G, SAN MARCOS, CA 92078

Telephone (760) 471-6842 Fax (760) 471-6178

E-Mail address _____

Dated MAY 19, 20 11, at SAN MARCOS California.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN DIEGO

On MAY 19, 2011

Date

before me,

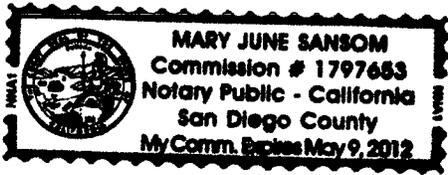
MARY JUNE SANSOM, NOTARY PUBLIC

Here Insert Name and Title of the Officer

personally appeared

GLEN BULLOCK

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 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 PROPOSAL - JAMACAHA BLVD PHASE II

Document Date: MAY 19, 2011

Number of Pages: 16

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: GLEN BULLOCK

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

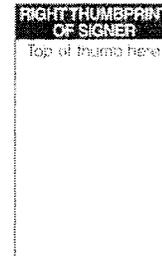


Signer Is Representing: _____

DICK MILLER, INC.

Signer's Name: _____

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



Signer Is Representing: _____

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we Dick Miller, Inc.
as Principal, and The Ohio Casualty Insurance Company
as Surety, are held and firmly bound unto the County of San Diego, a political subdivision of the State of California, hereinafter called the County, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the County for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the Surety hereunder exceed the sum of Ten Percent of Amount Bid (10% Bid Amount)

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above-mentioned bid to the County of San Diego for certain construction specifically described as follows, for which bids are to be opened on 2011 for
DATE

CONSTRUCTION OF JAMACHA BOULEVARD PHASE II ROAD IMPROVEMENTS; ORACLE PROJECT NO. 1013679

NOW THEREFORE, if the aforesaid principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefor, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the County, in the prescribed form, in accordance with the bid as accepted, and file the two bonds with the County, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

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

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this 29th day of April A.D. 2011...
Bart Stewart (SEAL) x M-F-B (SEAL)
Bart Stewart, Attorney-in-Fact (SEAL) GLEN BULLOCK, PRESIDENT (SEAL)
The Ohio Casualty and Insurance Company (SEAL) Dick Miller, Inc. (SEAL)
Surety Principal

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF _____ }
COUNTY OF _____ } ss ***See Attached Certificate***
On this _____ day of _____ in the year 20____ before me
a notary public in and for said County and State personally
appeared _____ known to me (or proved to me on the basis of satisfactory evidence) to
be the person whose name is subscribed to the within instrument as the attorney-in-fact of the _____ the
corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as
Surety, and his own name as attorney-in-fact.

NOTE: (a) Signature of those executing for
Surety must be properly acknowledged. _____
(b) The Attorney-in-fact must attach
a certified copy of Power of Attorney. _____
Notary Public in and for the County of _____
State of California

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

CERTIFIED COPY OF POWER OF ATTORNEY
THE OHIO CASUALTY INSURANCE COMPANY

No. 43-244

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, pursuant to the authority granted by Article III, Section 9 of the Code of Regulations and By-Laws of said Company, does hereby nominate, constitute and appoint: Chris Lydick, Bart Stewart or Scott T. Ries of Encinitas, California its true and lawful agent (s) and attorney (s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance TEN MILLION (\$10,000,000.00) Dollars, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Fairfield, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of the said The Ohio Casualty Insurance Company this 25th day of February, 2010.



J. Timothy D'Errico

J. Timothy D'Errico, Assistant Secretary

STATE OF OHIO,
COUNTY OF BUTLER

On this 25th day of February, 2010 before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came J. Timothy D'Errico, Assistant Secretary of THE OHIO CASUALTY INSURANCE COMPANY, to me personally known to be the individual and 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 Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.



Andrea M. Pickens

Notary Public in and for County of Butler, State of Ohio
My Commission expires August 17, 2013.

This power of attorney is granted under and by authority of Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

Article III, Section 9. Appointment of Attorneys-in-Fact. The Chairman of the Board, the President, any Vice-President, the Secretary or any Assistant Secretary of the corporation shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the corporation as surety to, and to execute, attach the seal of the corporation to, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, partnership, limited liability company or other entity, or the official representative thereof, or to any county or state, or any official board or boards of any county or state, or the United States of America or any agency thereof, or to any other political subdivision thereof

This instrument is signed and sealed as authorized by the following resolution adopted by the Boards of Directors of the Companies on October 21, 2004:

RESOLVED, That the signature of any officer of the Company authorized under Article III, Section 9 of its Code of Regulations and By-laws and the Company seal may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company to make, execute, seal and deliver for and on its behalf as surety any and all bonds, undertakings or other written obligations in the nature thereof, to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment. Such signatures and seal are hereby adopted by the Company as original signatures and seal and shall, with respect to any bond, undertaking or other written obligations in the nature thereof to which it is attached, be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of its Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 29th day of April A.D., 2011



Mark E. Schmidt

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 1-513-867-3671 between 9:00 am and 4:30 pm EST on any business day.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On 4/29/2011 before me, Stephanie Bondurant, Notary Public

personally appeared Bart Stewart



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

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Bart Stewart

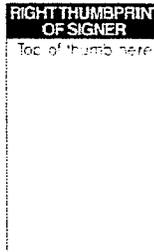
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN DIEGO

On MAY 19, 2011

before me,

MARY JUNE SANSOM, NOTARY PUBLIC

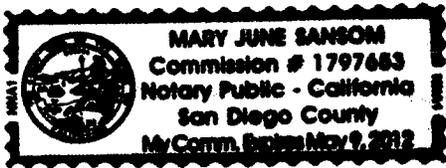
Date

Here Insert Name and Title of the Officer

personally appeared

GLEN BULLOCK

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 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: BIDDER'S BOND - JAMACHA BLVD PH II ROAD IMPROVEMENTS

Document Date: APRIL 29, 2011

Number of Pages: 1

Signer(s) Other Than Named Above: BART STEWART, ATTORNEY-IN-FACT

Capacity(ies) Claimed by Signer(s)

Signer's Name: GLEN BULLOCK

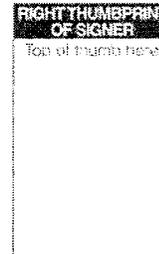
- Individual
- Corporate Officer — Title(s): PRESIDENT
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: DICK MILLER, INC.

Signer's Name: _____

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



Signer Is Representing: _____

DATE: MAY 19, 2011

ORACLE PROJECT NO. 1013679

COUNTY OF SAN DIEGO
 BIDDER DVBE INFORMATION

PROJECT TITLE: Construction of Jamacha Boulevard Phase II Road Improvements

BIDDER: DICK MILLER, INC.

BIDDER REPRESENTATIVE: GLEN BULLOCK

ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL	NAME OF CERTIFIED DVBE TO BE USED (PRIME, SUBCONTRACTOR OR VENDOR) AND ADDRESS, TELEPHONE, AND CERTIFICATION NUMBER	DOLLAR AMOUNT TO BE PAID THIS DVBE
	PRIME CONTRACTOR	DICK MILLER, INC., PRIME CONTRACTOR 930 BOARDWALK, SUITE G, SAN MARCOS CA 92078 760-471-6842; DVBE CERT # 53651	greater than 50% of the bid total \$1,580,000.00
TOTAL DOLLARS TO CERTIFIED DVBE (PRIME, SUBCONTRACTOR OR VENDOR)			\$ 1,580,000.00

COMPUTATION OF UTILIZATION AND COMPARISON WITH THE GOAL IF BID EXCEEDS \$500,000

	CALCULATION	ESTABLISHED GOAL IF BID EXCEEDS \$500,000
Disabled Veterans	$\frac{\text{Total Amount to DVBE}}{\text{Total Bid}} \times 100 = \text{Percent of Utilization}$ $\frac{\$1,580,000.00}{\$1,580,000.00} \times 100 = \underline{53} \%$	3%



Winston F. McColl
Director

County of San Diego
Department of Purchasing and Contracting
10089 Willow Creek Road, Suite 150, San Diego, California 92131-1699

TELEPHONE (858) 537-2500
FAX (858) 715-6452

May 12, 2011

ADDENDUM 1

TO: Jamacha Boulevard Phase II Road Improvements; Oracle Project No. 1013679

BID OPENING DATE: May 19, 2011

RFB 5070

This Addendum 1 corrects and clarifies the contract documents.

1. Delete page 2-3d from the contract document, and replace with the attached page 2-3d (Addendum 1). Changes are marked with a vertical line along the left margin.
2. Two locations for Relocate Street Light are identified in the Omega (B) plan set. One additional location, not shown on the Omega (B) plan set but included in the work to be done, is at Station 6+40 on the north side of Jamacha Boulevard and it is to be relocated to the back of new sidewalk.
3. For additional clarification regarding existing site topography for Jamacha Boulevard, "Additional existing topo northwest of Jamacha Blvd sta 69+00 to 72+00 (extension of sheets 6 & 7 of 25)" has been posted to BuyNet for informational purposes only and is not part of the Contract Documents.
4. One curb inlet basket is identified in the Omega (B) plan set. Two additional locations, not shown on the Omega (B) plan set but included in the work to be done, are at curb inlets on east side of San Diego Street, approximately 50 feet south of intersection with Jamacha Boulevard and on north side of Jamacha Blvd approximately 100 feet west of intersection with Huron Street.
5. Under Part V.A., Section 34. "Bioswale", add the following section:

"EPDM Liner

DESCRIPTION

EPDM liner shall be Mule-Hide Products Co., Inc. P.O. Box 1057, Beloit, WI 53512-1057 • Tel: 608/365-3111 • Fax: 608/365-7852 or approved equal. EPDM liner is a nominal 0.040" thick non-reinforced Ethylene Propylene Diene Terpolymer (EPDM) based elastomeric waterproofing liner for use in recreational, commercial and industrial water containment applications. EPDM liner is available in 10'-45' widths and 50'- 100' lengths (Special Order 20' x 200' also available). EPDM liner has a wide variety of applications including landscaping and the lining of agricultural, commercial and industrial reservoirs, catch basins, and retention ponds. Liner is typically marked in blue non-fading ink with a PL1MM marking to distinguish it from roofing membranes.

EPDM Liner Specifications

Property	Test Method	Specification	Typical Properties
Color		Gray/Black	
Thickness Tolerance %	ASTM D 412	± 10	± 10
Tensile Strength min., Psi	ASTM D 412	1305	1600
Elongation, ultimate min., %	ASTM D 412	350	500
Hardness, Durometer A	ASTM D 2240	60 ± 10	60
Tear Resistance min., lbf/in	ASTM D 624 (Die C)	175	200
Brittleness Temperature max., °F	ASTM D 746	- 75	- 85
Water Vapor Permeance max., perms	ASTM E 96 (Proc. B or BW)	0.10	0.05
Resistance to Water Absorption % Change in mass max., after 7 d immersion @ 158 °F	ASTM D 471	+ 4.0 -2.0	± 2.0
Resistance to Soil Burial (Maximum % change in original value) 1. Tensile Strength 2. Elongation, ultimate	ASTM D 3083 (modified)**	± 5 ± 10	Pass Pass
Resistance to Heat Aging Properties after 4 weeks @ 240° F Tensile Strength, min psi Elongation, ultimate min., % Tear Resistance, min., lbf/in Linear dimensional change, max., %	ASTM D 573	1205 225 150 ± 1.0	1600 250 240 -0.4
Ozone Resistance Condition after exposure to 100 pphm ozone in air for 168 hrs @ 140°F (sample under 50% strain)	ASTM D 1149	No Cracks	No Cracks
Root Penetration	DIN 4106	No Penetration	No Penetration
Resistance to Outdoor Ultraviolet Weathering, Xenon-Arc, 4000 h exposure @ 176°F Black panel temperature, visual condition	ASTM G 26	No Cracks	No Cracks

INSTALLATION INSTRUCTIONS

Installation procedures vary as to the type of application employed and the specific job requirements.

When installed correctly, it is difficult to find a more efficient water barrier. Surfaces in contact with the EPDM liner must be clean, smooth, free of fins, sharp edges, loose and foreign materials, oil and grease. Before installing the liner, examine surfaces and find them satisfactory. It is recommended that a protective liner or fabric, such as a reinforced stone mat, be installed prior to installation of the EPDM liner. Place the EPDM liner in its final position without stretching and allow the to relax for ½ hour before final positioning and securement.

LINER SPLICING

Fold the top sheet back 12 inches for cleaning and splice adhesive application. Remove dirt, foreign materials and excess dust from splice area by brooming or wiping with Seam

Cleaner. If necessary, scrub the sheet with warm soapy water and rinse with clean water. Clean the dry splice area of both sheets by scrubbing with clean natural fiber rags using Seam Cleaner. The liner surface shall be solid black in color. Extra cleaning is required along a factory seam which intersects a splice area. Sponges, sponge mops, squeegees, brushes, paint rollers, etc. must not be used.

Seam cleaner and its fumes are extremely flammable. Do not breathe vapors or use near fire, flame, or in a confined or unventilated area. Dispense only from an OSHA approved or equivalent safety can. Neoprene solvent resistant gloves are recommended for hand protection when seam cleaner is being used.

Stir splice adhesive, thoroughly scraping the sides and bottom of the can (minimum 5 minutes stirring is recommended). Splice adhesive should be used with the EPDM liner. Properly stirred splice adhesive will have a solid black appearance with no heavier black material remaining on the bottom or sides of the can.

Most EPDM adhesives and their fumes contain petroleum distillates and are extremely flammable. They contain solvents that are dangerous fire and explosion hazards when exposed to heat, flame or sparks. Consult container label, Material Safety Data Sheets, and product data sheet for specific information.

Apply splice adhesive to both mating surfaces with either a 3 or 4 inch wide medium nap roller. Apply adhesive smoothly and evenly to obtain 100% coverage. Do not allow the adhesive to glob or puddle. One gallon of splice adhesive will achieve an approximate coverage rate of 85 linear feet of 6" wide completed seam (when coated surface is approximately 7 inches wide on both mating surfaces). Allow the adhesive to dry until it is tacky but will not string to a dry finger touch and will not move when pushed with a dry finger. Roll the top sheet onto the mating surface. Take care not to stretch or wrinkle the EPDM liner sheet and assemble the seam with hand pressure by wiping toward the splice edge. Roll the splice with a 2 inch wide steel roller using positive pressure toward the splice edge. Do not roll parallel to the splice edge. Wait at least two hours and clean the dry splice edge, extending at least 1 inch onto the top and bottom liner with Seam Cleaner. Apply a minimum of ¼ inch bead of Lap Sealant to the splice edge. Lap sealant must be completed by the end of each day. Allow a minimum of 24 hours for Lap Sealant to cure.

Full compensation for EPDM liner is included in the contract price paid per square foot for bioswale and no additional compensation will be allowed therefor."

6. Under Part V.B., Section 31. "Bioretention Area", add the following section:

"EPDM Liner

DESCRIPTION

EPDM liner shall be Mule-Hide Products Co., Inc. P.O. Box 1057, Beloit, WI 53512-1057 • Tel: 608/365-3111 • Fax: 608/365-7852 or approved equal. EPDM liner is a nominal 0.040" thick non-reinforced Ethylene Propylene Diene Terpolymer (EPDM) based elastomeric waterproofing liner for use in recreational, commercial and industrial water containment applications. Liner is available in 10'- 45' widths and 50'- 100' lengths (Special Order 20' x 200' also available). EPDM liner has a wide variety of applications including landscaping and the lining of agricultural, commercial and industrial reservoirs, catch basins, and retention ponds. Liner is typically marked in blue non-fading ink with a PL1MM marking to distinguish it from roofing membranes.

EPDM Liner Specifications

Property	Test Method	Specification	Typical Properties
Color		Gray/Black	
Thickness Tolerance %	ASTM D 412	± 10	± 10
Tensile Strength min., Psi	ASTM D 412	1305	1600
Elongation, ultimate min., %	ASTM D 412	350	500
Hardness, Durometer A	ASTM D 2240	60 ± 10	60
Tear Resistance min., lbf/in	ASTM D 624 (Die C)	175	200
Brittleness Temperature max., °F	ASTM D 746	- 75	- 85
Water Vapor Permeance max., perms	ASTM E 96 (Proc. B or BW)	0.10	0.05
Resistance to Water Absorption % Change in mass max., after 7 d immersion @ 158 °F	ASTM D 471	+ 4.0 -2.0	± 2.0
Resistance to Soil Burial (Maximum % change in original value) 1. Tensile Strength 2. Elongation, ultimate	ASTM D 3083 (modified)**	± 5 ± 10	Pass Pass
Resistance to Heat Aging Properties after 4 weeks @ 240° F Tensile Strength, min psi Elongation, ultimate min., % Tear Resistance, min., lbf/in Linear dimensional change, max., %	ASTM D 573	1205 225 150 ± 1.0	1600 250 240 -0.4
Ozone Resistance Condition after exposure to 100 pphm ozone in air for 168 hrs @ 140°F (sample under 50% strain)	ASTM D 1149	No Cracks	No Cracks
Root Penetration	DIN 4106	No Penetration	No Penetration
Resistance to Outdoor Ultraviolet Weathering, Xenon-Arc, 4000 h exposure @ 176°F Black panel temperature, visual condition	ASTM G 26	No Cracks	No Cracks

INSTALLATION INSTRUCTIONS

Installation procedures vary as to the type of application employed and the specific job requirements.

When installed correctly, it is difficult to find a more efficient water barrier. Surfaces in contact with the EPDM liner must be clean, smooth, free of fins, sharp edges, loose and foreign materials, oil and grease. Before installing the liner, examine surfaces and find them satisfactory. It is recommended that a protective liner or fabric, such as a reinforced stone mat, be installed prior to installation of the EPDM liner. Place the EPDM liner in its final position without stretching and allow the to relax for ½ hour before final positioning and securement.

LINER SPLICING

Fold the top sheet back 12 inches for cleaning and splice adhesive application. Remove dirt, foreign materials and excess dust from splice area by brooming or wiping with Seam

Cleaner. If necessary, scrub the sheet with warm soapy water and rinse with clean water. Clean the dry splice area of both sheets by scrubbing with clean natural fiber rags using Seam Cleaner. The liner surface shall be solid black in color. Extra cleaning is required along a factory seam which intersects a splice area. Sponges, sponge mops, squeegees, brushes, paint rollers, etc. must not be used.

Seam cleaner and its fumes are extremely flammable. Do not breathe vapors or use near fire, flame, or in a confined or unventilated area. Dispense only from an OSHA approved or equivalent safety can. Neoprene solvent resistant gloves are recommended for hand protection when seam cleaner is being used.

Stir splice adhesive, thoroughly scraping the sides and bottom of the can (minimum 5 minutes stirring is recommended). Splice adhesive should be used with the EPDM liner. Properly stirred splice adhesive will have a solid black appearance with no heavier black material remaining on the bottom or sides of the can.

Most EPDM adhesives and their fumes contain petroleum distillates and are extremely flammable. They contain solvents that are dangerous fire and explosion hazards when exposed to heat, flame or sparks. Consult container label, Material Safety Data Sheets, and product data sheet for specific information.

Apply splice adhesive to both mating surfaces with either a 3 or 4 inch wide medium nap roller. Apply adhesive smoothly and evenly to obtain 100% coverage. Do not allow the adhesive to glob or puddle. One gallon of splice adhesive will achieve an approximate coverage rate of 85 linear feet of 6" wide completed seam (when coated surface is approximately 7 inches wide on both mating surfaces). Allow the adhesive to dry until it is tacky but will not string to a dry finger touch and will not move when pushed with a dry finger. Roll the top sheet onto the mating surface. Take care not to stretch or wrinkle the EPDM liner sheet and assemble the seam with hand pressure by wiping toward the splice edge. Roll the splice with a 2 inch wide steel roller using positive pressure toward the splice edge. Do not roll parallel to the splice edge. Wait at least two hours and clean the dry splice edge, extending at least 1 inch onto the top and bottom liner with Seam Cleaner. Apply a minimum of ¼ inch bead of Lap Sealant to the splice edge. Lap sealant must be completed by the end of each day. Allow a minimum of 24 hours for Lap Sealant to cure.

Full compensation for EPDM liner is included in the contract price paid per square foot for bioretention area and no additional compensation will be allowed therefor."

7. Under Part V.A., Section 34. "Bioswale", and under Part V.B., Section 31. "Bioretention Area", delete all references to "waterproof fabric" and replace with "EPDM liner".
8. Section 22. "Minor Concrete", on Page 5B-67 of the Contract Documents, add the following paragraph immediately following the paragraph starting with, "Minor concrete (Cross-gutter).....":

"Full compensation for Minor concrete for Raised Concrete Island and Raised 4" PCC Concrete Island is included in the contract price paid per square yard price for Minor Concrete (sidewalk) and no separate payment will be made therefor."

9. Part IV of the Contract Documents replace Section 34. (Blank) with the following:

"34. Compensation Adjustments for Price Index Fluctuations

The provisions of this section shall apply only to the following contract items:

Asphalt Concrete, Type B
Rubberized Asphalt Concrete, Type G

The compensation payable for the above said items will be subject to being increased or decreased in accordance with the provisions of this section for paving asphalt price fluctuations exceeding five percent (l_u / l_b is greater than 1.05 or less than 0.95) which occur during performance of the work.

Asphalt Quantities

Asphalt Concrete

The Engineer calculates the quantity of asphalt in asphalt-concrete using the following formula:

$$Q_h = ACTT \times [X_a / (100 + X_a)]$$

where:

Q_h = quantity in tons of asphalt used in asphalt concrete

ACTT = asphalt concrete total tons placed

X_a = theoretical asphalt content from mix formula expressed as a percentage of weight of dry aggregate

Rubberized Asphalt Concrete

The Engineer calculates the quantity of asphalt in asphalt-concrete using the following formula:

$$Q_{rac} = RACTT \times [X_a / (100 + X_a)]$$

where:

Q_{rap} = quantity in tons of asphalt used in asphalt concrete

RACTT = rubberized asphalt concrete total tons placed

X_a = theoretical asphalt content from mix formula expressed as a percentage of weight of dry aggregate

The adjustment in compensation will be determined in accordance with the following formulas when asphalt concrete Type B or G is included in a monthly estimate:

Total monthly payment adjustment is as follows:

$$PA = Q_t \times A$$

For an increase in crude oil price index exceeding five percent:

$$A = [(l_u/l_b) - 1.05] \times l_b \times [1 + (T/100)]$$

For a decrease in crude oil price index exceeding five percent:

$$A = [(l_u/l_b) - 0.95] \times l_b \times [1 + (T/100)]$$

Where:

- A = Adjustment in dollars per ton of paving asphalt used to produce materials placed in the work rounded to the nearest \$0.01.
- Iu = California Statewide Crude Oil Price Index for the month in which the quantity of asphalt subject to adjustment was placed in the work.
- Ib = California Statewide Crude Oil Price Index for the month in which the bid opening for the project occurred.
- Q_t = Sum of quantities of asphalt used (Q_n + Q_{rap}) in producing the quantity of asphalt concrete shown under "This Estimate" on the monthly estimate using the amount of asphalt determined by the Engineer.
- T = Sales and use tax, expressed as a percentage, currently in effect in the tax jurisdiction where the material is placed.

The adjustment in compensation will also be subject to the following:

- a. The compensation adjustments provided herein will be shown separately on payment estimates. The Contractor shall be liable to the Owner for decreased compensation adjustments and the Owner may deduct the amount thereof from any moneys due or that may become due the Contractor.
- b. Compensation adjustments made under this section will be taken into account in making adjustments under Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications.
- c. The total price adjustment for price index increases of paving asphalt on this project shall not exceed \$147,700.
- d. In the event of an overrun of contract time, adjustment in compensation for paving asphalt included in estimates during the overrun period will be determined using the California Statewide Paving Asphalt Price Index in effect on the first business day of the month within the pay period in which the overrun began.

The California Statewide Crude Oil Price Index is determined each month of the first business day of the month by the Department of Transportation of the State of California using the median of posted prices in effect as posted by Chevron, Exxon Mobil and Union 76 for the Buena Vista, Huntington Beach, and Midway Sunset fields."

This addendum is required to be inserted in the Contract Documents by the bidder and acknowledged by the bidder on page 2-2 of the Proposal to the Board, at the time of submitting the bid.

If you have any questions or comments, please contact Hugo Mora, Procurement Contracting Officer at: Hugo.Mora@sdcounty.ca.gov.

Hugo Mora for

WINSTON F. McCOLL, Director
Department of Purchasing and Contracting

WFM:HM

Attachment forming part of this Addendum 1:

1. Page 2-3d (Addendum 1)

BID SCHEDULE 2 – JAMACHA BLVD FRONTAGE ROAD AT OMEGA IMPROVEMENTS
(continued)

(Oracle Project #1013679)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
34.	Pavement Marker, Reflective	146	EA		
35.	Roadside Sign (One Post)	5	EA		
36.	Cluster Mailbox Unit (8 Deliveries)	2	EA		
37.	Relocate Street Light	3	EA		
38.	Bioretention Area	60	SF		
39.	3" Perforated Plastic Pipe Underdrain	12	LF		
40.	Curb Inlet Basket	3	EA		
41.	Field Orders	20,000	DLR	1.00	20,000.00
BID SCHEDULE 2 TOTAL					

ADDITIVE ALTERNATE 1

(Oracle Project #1013679)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1.	Undergrounding SDG&E Facilities	LS	LS	LS	
ADDITIVE ALTERNATE 1 TOTAL					

ADDITIVE ALTERNATE 2

(Oracle Project #1013679)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1.	Undergrounding Cox Cable Facilities	LS	LS	LS	
ADDITIVE ALTERNATE 2 TOTAL					

Name of Bidder _____



Winston F. McColl
Director

County of San Diego
Department of Purchasing and Contracting
10089 Willow Creek Road, Suite 150, San Diego, California 92131-1699

TELEPHONE (858) 537-2500
FAX (858) 715-6452

May 16, 2011

ADDENDUM 2

TO: Jamacha Boulevard Phase II Road Improvements; Oracle Project No. 1013679

BID OPENING DATE: May 19, 2011

RFB 5070

This Addendum 2 corrects and clarifies the contract documents.

1. Insert the attached Page 8-32a (Addendum 2), "Limits of Payment for Excavation and Backfill Bridge Surcharge and Wall", immediately following Page 8-32.
2. SWPPP Template, "Storm Water Pollution Prevention Plan (SWPPP) for Risk Level 1 Construction Activities" has been posted to BuyNet per Part V.A., Section 4 and Part V.B. Section 2, "Water Pollution Control".
3. "Jamacha Boulevard Phase II – Section at Temporary Wood Frame Sound Wall" for Temporary Fence (Type ESA) has been posted to BuyNet for information only and is not part of the contract documents.
4. Under Part V.A., Section 18. "Clearing and Grubbing", under "TREE REMOVAL" delete the second paragraph and replace with the following:

"All tree removal shall occur prior to January 15, 2012, the raptor breeding season. All other vegetation shall be removed by March 1, 2012 prior to the sensitive bird breeding season. Vegetation can be removed within the temporary impact area from start of construction until March 1, 2012. During the bird breeding season, March 1 through September 15, vegetation should be maintained below 8" in height until it is permanently removed. If vegetation grows above 8" in height it will need to be surveyed by a county provided biologist prior to removing it during the breeding season (Trees and vegetation have been trimmed down by the county to discourage birds from nesting on the project site)."

This addendum is required to be inserted in the Contract Documents by the bidder and acknowledged by the bidder on page 2-2 of the Proposal to the Board, at the time of submitting the bid.

If you have any questions or comments, please contact Hugo Mora, Procurement Contracting Officer at: Hugo.Mora@sdcounty.ca.gov.

Hugo Mora for

WINSTON F. McCOLL, Director
Department of Purchasing and Contracting

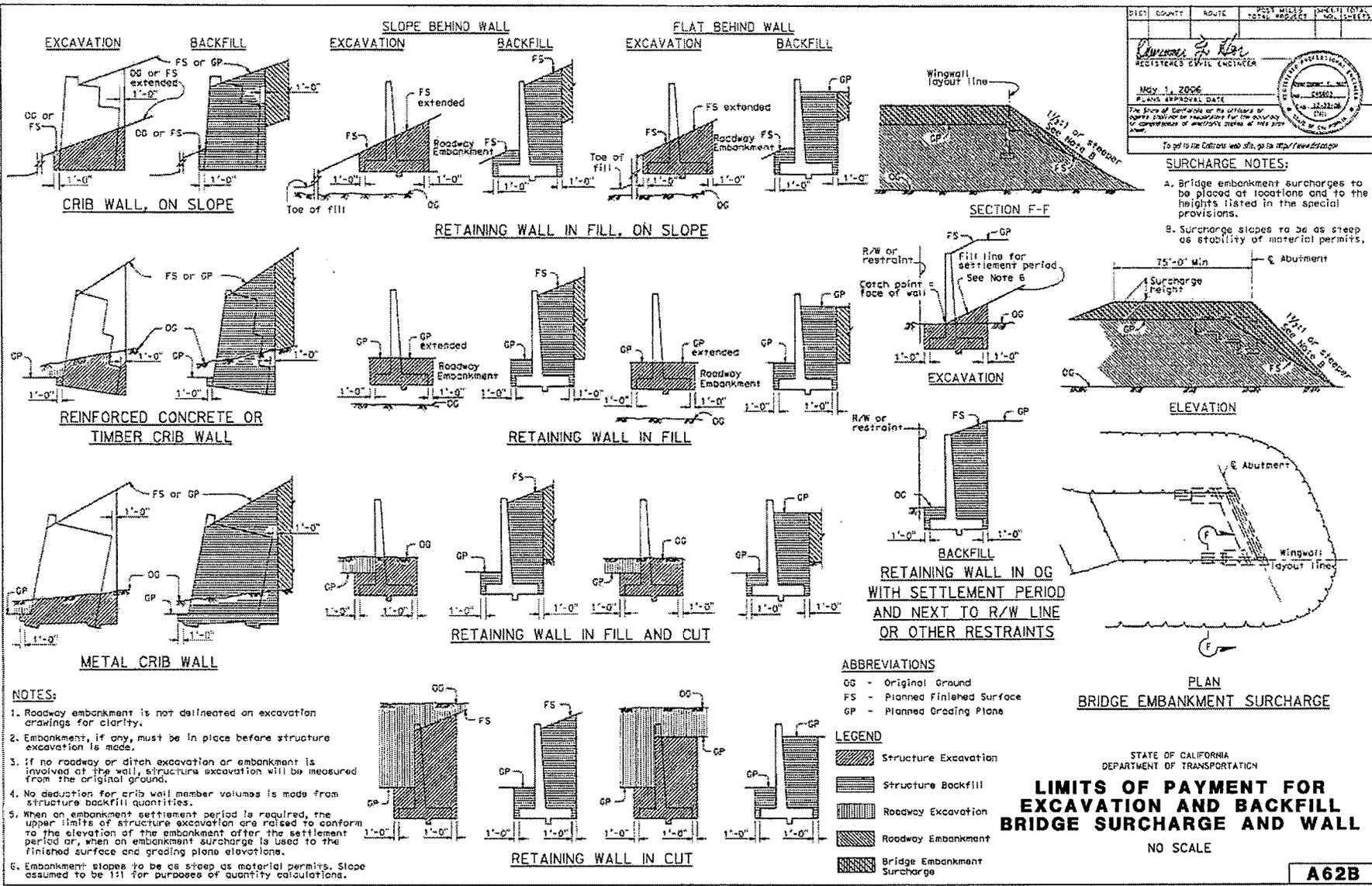
WFM:HM

Attachment forming part of this Addendum 2:

1. Page 8-32a (Addendum 2)

8-32a (Addendum 2)

17



DIST.	COUNTY	ROUTE	POST MILES	PROJECT TOTAL
			TOTAL SUBJECT	SQ. FEET

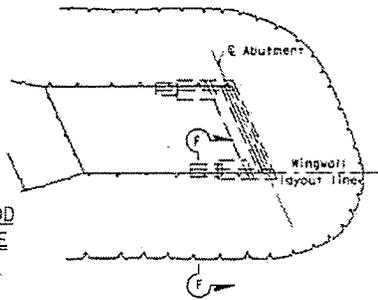
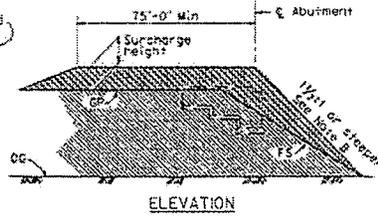
Approved: *[Signature]*
 REGISTERED CIVIL ENGINEER
 No. 25882
 State of California
 License No. 25882
 Date of Expiration: 12/31/2006

PLANS APPROVAL DATE: MAY 1, 2006
 The State of California or the officers or agents shall not be responsible for the accuracy or completeness of electronic copies of this plan.

To get to the Database web site, go to <http://www.dgs.ca.gov>

SURCHARGE NOTES:

- Bridge embankment surcharges to be placed at locations and to the heights listed in the special provisions.
- Surcharge slopes to be as steep as stability of material permits.



PLAN BRIDGE EMBANKMENT SURCHARGE

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
**LIMITS OF PAYMENT FOR
 EXCAVATION AND BACKFILL
 BRIDGE SURCHARGE AND WALL**

NO SCALE

A62B

2006 STANDARD PLAN A62B

Return to Table of Contents

PART II

DOCUMENTS TO BE EXECUTED BY BIDDER

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
PROPOSAL TO THE BOARD
FOR
CONSTRUCTION OF
JAMACHA BOULEVARD PHASE II
ROAD IMPROVEMENTS
ORACLE PROJECT NO. 1013679

RFB NO.: 5070

Name of Bidder _____ **HAZARD CONSTRUCTION COMPANY** _____
Business Address _____ **3465 MARINDUSTRY DRIVE** _____
Place of Residence _____ **P.O. BOX 229000** _____
_____ **SAN DIEGO, CA 92192-9000** _____
_____ **(858) 587-3600 FAX (858) 453-8034** _____
_____ **LIC. 750542A** _____

LOCATION

The work to be performed under this Contract is located in the vicinity of Spring Valley, County of San Diego, State of California.

Said work is to be performed in accordance with the Contract and the Special Provisions annexed hereto and including Addenda Nos. 1, 2, and , and also in accordance with the Standard Specifications of the State of California, Department of Transportation, dated May 2006, the Amendments to said Standard Specifications contained in Part VI of these Contract Documents and the modifications to said Standard Specifications and said Amendments contained in Part VII of these Contract Documents.

The work to be done is shown on plans entitled:

PLANS FOR
CONSTRUCTION OF
JAMACHA BOULEVARD
RS 629
In the Vicinity of Spring Valley
Net Length = 0.5 miles

Approved: March 30, 2011, and

PLANS FOR CONSTRUCTION OF
JAMACHA BLVD FRONTAGE ROAD
AT OMEGA IMPROVEMENTS
RS 1343-66
In The Vicinity of Spring Valley
LENGTH = 0.13 MILES

Approved: April 20, 2011, and

SAN DIEGO GAS & ELECTRIC
ELECTRIC CONSTRUCTION ORDER
OH/UG BASE DRAWING
CONSTRUCTION ORDER NO.
2942336

Approved: March 1, 2011, and

JAMACHA BLVD 20B PHASE 2
SPRING VALLEY, CA 91977

Approved: March 28, 2011.

By signing this proposal on the signature portion hereof, the undersigned, as bidder, under penalty of perjury deposes and says: that the only persons or parties interested in this Proposal as Principals are those named herein; that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said proposal; that the undersigned has carefully examined the location of the proposed work, the annexed proposed form of Contract, and the Plans, Special Provisions and Specifications therein referred to; and the undersigned proposes, and agrees if this Proposal is accepted, that the undersigned will furnish the required Bonds and Contract with the Owner, in the form and copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein set forth, and that the undersigned will take in full payment therefor the following unit and lump sum prices, to wit:

BID SCHEDULE 1 – JAMACHA BOULEVARD

(Oracle Project #1013679)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1.	Project Identification Sign	1	EA	1,000 ⁻	1,000 ⁻
2.	Prepare Storm Water Pollution Prevention Plan	LS	LS	LS	16,000 ⁻
3.	Storm Water Annual Report	1	EA	2,000 ⁻	2,000 ⁻
4.	Storm Water Sampling and Analysis	10	DAY	200 ⁻	2,000 ⁻
5.	Rain Event Action Plan	17	EA	500 ⁻	8,500 ⁻
6.	Temporary Stabilized Construction Entrance	1	EA	2,500 ⁻	2,500 ⁻
7.	Temporary Concrete Washout (Portable)	LS	LS	LS	2,000 ⁻
8.	Temporary Gravel Bag	260	EA	3 ⁻	780 780 ⁻
9.	Temporary Fiber Roll	310	LF	3 ⁻	930 ⁻
10.	Temporary Silt Fence	2,300	LF	2 ⁻	4,600 ⁻
11.	BMP Maintenance Cost Sharing	4,000	DLR	1.00	4,000
12.	Construction Site Management	LS	LS	LS	60,000 ⁻
13.	Temporary Fence (Type ESA)	4,114	LF	3 ⁻	12,342 ⁻
14.	Traffic Control	LS	LS	LS	122,000 ⁻
15.	Remove Traffic Striping and Marking	557	SF	3 ⁻	1,671 ⁻
16.	Temporary Sound Wall (Timber)	32,544	SF	1 ⁵⁰	48,816 ⁻
17.	Remove Asphalt Concrete	2,392	SY	10 ⁻	23,920 ⁻

Name of Bidder **HAZARD CONSTRUCTION COMPANY**

BID SCHEDULE 1 – JAMACHA BOULEVARD (continued)

(Oracle Project #1013679)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
18.	Plane Asphalt Concrete Pavement	17,724	SY	2 ⁵⁰	44,310 ⁻
19.	Clearing and Grubbing	LS	LS	LS	55,000 ⁻
20.	Roadway Excavation	986	CY	75 ⁻	73,950 ⁻
21.	Structure Excavation (Retaining Wall)	3,197	CY	25 ⁻	79,925 ⁻
22.	Structure Backfill (Retaining Wall)	2,070	CY	25 ⁻	51,760 ⁻
23.	Trench Safety and Shoring of Excavations	LS	LS	LS	10,000 ⁻
24.	Move In/Move Out (Erosion Control)	1	EA	250 ⁻	250 ⁻
25.	Erosion Control (Type D)	1,623	SY	2 ⁻	3,246 ⁻
26.	Adjust Manhole Cover	10	EA	500 ⁻	5,000 ⁻
27.	Adjust Pull Box To Grade	6	EA	250 ⁻	1,500 ⁻
28.	Aggregate Base, Class 2	864	CY	60 ⁻	51,840 ⁻
29.	Asphalt Concrete, Type B	2,223	TON	100 ⁻	222,300 ⁻
30.	Rubberized Asphalt Concrete, Type G	2,141	TON	125 ⁻	267,625 ⁻
31.	Retaining Wall Stem (Masonry)	10,300	SF	25 ⁻	257,500 ⁻
32.	Class 2 Concrete (Wall Footing)	796	CY	450 ⁻	358,200
33.	Curb Outlet	4	EA	1,200 ⁻	4,800 ⁻
34.	Drainage Ditch (Type B)	1,120	LF	30 ⁻	33,600 ⁻
35.	Minor Concrete (Curb and Gutter)	2,771	LF	25 ⁻	69,275 ⁻
36.	Minor Concrete (Cross Gutter)	23	CY	450 ⁻	10,350 ⁻
37.	Minor Concrete (Sidewalk)	153	CY	400 ⁻	61,200 ⁻
38.	Minor Concrete (Driveway)	5	CY	450 ⁻	2,250 ⁻
39.	Minor Concrete (Curb Ramp)	17	CY	700 ⁻	11,900 ⁻
40.	Minor Concrete (Curb Ramp, DS-21)	10	CY	550 ⁻	5,500 ⁻
41.	Bioswale	3,372	SF	15 ⁻	50,580 ⁻

Hazard Construction Company

Name of Bidder _____

BID SCHEDULE 1 – JAMACHA BOULEVARD (continued)

(Oracle Project #1013679)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
42.	18" Corrugated P.V.C. Pipe	204	LF	35 ⁻	7,140 ⁻
43.	6" Perforated Plastic Pipe Underdrain	150	LF	40 ⁻	6,000 ⁻
44.	Curb Inlet Basket	2	EA	2,000 ⁻	4,000 ⁻
45.	Cable Railing	1,112	LF	20 ⁻	22,240 ⁻
46.	Roadside Sign (One Post)	5	EA	500 ⁻	2,500 ⁻
47.	Paint Traffic Stripe (2-Coat)	19,088	LF	0 ²⁵	4,772 ⁻
48.	Paint Pavement Marking (2-Coat)	245	SF	2 ⁻	490 ⁻
49.	Pavement Marker, Reflective	170	EA	3 ⁻	510 ⁻
50.	Traffic Signal and Safety Lighting System	LS	LS	LS	40,000 ⁻
51.	Street Light (Concrete Standard)	6	EA	4,000 ⁻	24,000 ⁻
52.	Field Orders	40,000	DLR	1.00	40,000.00
BID SCHEDULE 1 TOTAL					2,196,562 ⁻

BID SCHEDULE 2 – JAMACHA BLVD FRONTAGE ROAD AT OMEGA IMPROVEMENTS

(Oracle Project #1013679)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1.	Project Identification Sign	1	EA	1,000 ⁻	1,000 ⁻
2.	Prepare Storm Water Pollution Prevention Plan	LS	LS	LS	5,000 ⁻
3.	Storm Water Annual Report	1	EA	2,000 ⁻	2,000 ⁻
4.	Storm Water Sampling and Analysis	10	DAY	200 ⁻	2,000 ⁻
5.	Rain Event Action Plan	17	EA	500 ⁻	8,500 ⁻
6.	Temporary Concrete Washout (Portable)	LS	LS	LS	2,000 ⁻
7.	Temporary Gravel Bag	500	EA	3 ⁻	1,500 ⁻
8.	Temporary Silt Fence	3,000	LF	2 ⁻	6,000 ⁻
9.	BMP Maintenance Cost Sharing	5,000	DLR	1.00	5,000

HAZARD CONSTRUCTION COMPANY

Name of Bidder _____

7/09

2-3b

PART 2/COUNTY

BID SCHEDULE 2 – JAMACHA BLVD FRONTAGE ROAD AT OMEGA IMPROVEMENTS (cont'd)
(Oracle Project #1013679)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
10.	Construction Site Management	LS	LS	LS	30,000 ⁻
11.	Traffic Control	LS	LS	LS	5,000 ⁻
12.	Remove Traffic Striping and Marking	6,951	SF	2 ⁻	13,902 ⁻
13.	Plane Asphalt Concrete Pavement	4,981	SY	2 ⁵⁰	12,452 ⁵⁰
14.	Clearing and Grubbing	LS	LS	LS	10,000 ⁻
15.	Roadway Excavation	491	CY	75 ⁻	36,825 ⁻
16.	Imported Borrow	102	CY	15 ⁻	1,530 ⁻
17.	Move In/Move Out (Erosion Control)	1	EA	250 ⁻	250 ⁻
18.	Erosion Control (Type D)	613	SY	2 ⁵⁰	1,532 ⁵⁰
19.	Adjust Manhole Cover	4	EA	500 ⁻	2,000 ⁻
20.	Adjust Pull Box To Grade	3	EA	250 ⁻	750 ⁻
21.	Aggregate Base, Class 2	350	CY	120 ⁻	42,000 ⁻
22.	Asphalt Concrete, Type B	206	TON	175 ⁻	36,050 ⁻
23.	Rubberized Asphalt Concrete, Type G	416	TON	200 ⁻	83,200 ⁻
24.	Minor Concrete (Curb and Gutter)	2,116	LF	25 ⁻	52,900 ⁻
25.	Minor Concrete (Cross Gutter)	5	CY	750 ⁻	3,750 ⁻
26.	Minor Concrete (Sidewalk)	19	CY	500 ⁻	9,500 ⁻
27.	Minor Concrete (Driveway)	32	CY	550 ⁻	17,600 ⁻
28.	Pervious Concrete Pavement	94	CY	650 ⁻	61,100 ⁻
29.	Geogrid	110	SY	20 ⁻	2,200 ⁻
30.	Reconstruct Metal Beam Guardrail	345	LF	25 ⁻	8,625 ⁻
31.	Fence, Wood (H=6FT)	210	LF	45 ⁻	9,450 ⁻
32.	Paint Traffic Stripe (2-Coat)	5,420	LF	0 ²⁵	1,355 ⁻
33.	Paint Pavement Marking (2-Coat)	500	SF	2 ⁻	1,000 ⁻

Name of Bidder Hazard Construction Company

BID SCHEDULE 2 – JAMACHA BLVD FRONTAGE ROAD AT OMEGA IMPROVEMENTS
(continued)

(Oracle Project #1013679)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
34.	Pavement Marker, Reflective	146	EA	3 ⁻	438 ⁻
35.	Roadside Sign (One Post)	5	EA	500 ⁻	2,500 ⁻
36.	Cluster Mailbox Unit (8 Deliveries)	2	EA	3,000 ⁻	6,000 ⁻
37.	Relocate Street Light	3	EA	2,000 ⁻	6,000 ⁻
38.	Bioretention Area	60	SF	75 ⁻	4,500 ⁻
39.	3" Perforated Plastic Pipe Underdrain	12	LF	10 ⁻	120 ⁻
40.	Curb Inlet Basket	3	EA	2,000 ⁻	6,000 ⁻
41.	Field Orders	20,000	DLR	1.00	20,000.00
BID SCHEDULE 2 TOTAL					521,530⁻

ADDITIVE ALTERNATE 1

(Oracle Project #1013679)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1.	Undergrounding SDG&E Facilities	LS	LS	LS	170,000 ⁻
ADDITIVE ALTERNATE 1 TOTAL					170,000⁻

ADDITIVE ALTERNATE 2

(Oracle Project #1013679)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1.	Undergrounding Cox Cable Facilities	LS	LS	LS	50,000 ⁻
ADDITIVE ALTERNATE 2 TOTAL					50,000⁻

Name of Bidder **Hazard Construction Company**

BID SCHEDULE 1 TOTAL.....\$ 2,196,562.00

BID SCHEDULE 2 TOTAL.....\$ 521,530.00

BASE BID (BID SCHEDULE 1 PLUS BID SCHEDULE 2).....\$ 2,718,092.00

ADDITIVE ALTERNATE 1 TOTAL.....\$ 170,000.00

ADDITIVE ALTERNATE 2 TOTAL.....\$ 50,000.00

Name of Bidder Hazard Construction Company

BID COMPARISON AND AWARD

If this Proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give in sums as stated in the Notice to Contractors Inviting Bids, both a faithful Performance Bond, and a Payment Bond as required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3, of the California Civil Code, with surety satisfactory to the Owner within the time specified in Section 3-1.03 of the Standard Specifications after the undersigned has received notice of the award of the Contract from the Owner and that the Contract is ready for signature, the Owner may, at its option, determine that the bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of the security accompanying this Proposal shall operate and the same shall be the property of the Owner.

Bids are required for the entire work. The amount of the bid for comparison purposes will be the Base Bid (Bid Schedule 1 plus Bid Schedule 2). Additive alternates will not be considered for purpose of bid comparison.

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

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

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

The quantities listed in the Proposal are approximate only. Payment for work done will be made at the contract unit prices bid as applied to the quantities actually constructed or installed.

Award of the Contract, if awarded, will be to the lowest responsible bidder for the Base Bid (Bid Schedule 1 plus Bid Schedule 2) plus any combination of the additive alternates, as determined by the Owner, subject to the Owner's right to reject any or all bids and to waive any informality or irregularity in the bids or bidding. Bids in which the prices are obviously unbalanced may be rejected.

Contract unit prices bid by the lowest responsive and responsible bidder shall be locked in for the duration of the contract, and the Owner has the right to award additional Additive Alternates at the unit prices bid, if additional funding becomes available.

Award of the Contract, if awarded, will be made to the lowest responsible bidder within forty-five (45) calendar days from the date specified for the opening of bids; within sixty (60) calendar days to the second lowest responsible bidder if the first does not execute the Contract; and within seventy-five (75) calendar days to the third lowest responsible bidder if neither the first nor the second bidder executes the Contract.

PROHIBITED CONTRACTS

Section 67 of the San Diego County Administrative Code provides that the County shall not contract with, and shall reject any bid or proposal submitted by, the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit-making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners, or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months came within the provisions of subsection (a) and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
- (d) Profit-making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners, or major shareholders.

With the affixing of a signature to your response to this solicitation, officer certifies that the above provisions of the Code have been complied with, and that any exception will cause any ensuing contract to be invalid.

DRUG AND ALCOHOL POLICY

It is the policy of the Board of Supervisors that in order to attain or maintain a contract with the County, each contractor shall agree that while any contractor or the contractor's employees are performing services for the County, or using County equipment, that the contractor or the contractor's employees:

1. Shall not in any way be impaired because of being under the influence of alcohol or a drug.
2. Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.
3. Shall not sell, offer, or provide alcohol or a drug to another person.

DEBARMENT AND SUSPENSION

Contractor certifies that it, its principals, its employees and its subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any State or Federal Department or agency.
2. Have not within a 3-year period preceding this Contract been convicted of, or had a civil judgment rendered against them for, the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
4. Have not within a 3-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.

Jurat

State of California

County of San Diego

Subscribed and sworn to (or affirmed) before me on this 18 day of May,

2011 by Jason A. Mordhorst

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

Sandra Kostyrka
Signature

(Notary seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

INSTRUCTIONS FOR COMPLETING THIS FORM

The wording of all Jurats completed in California after January 1, 2008 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document

County of San Diego
Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed and returned with the offer.

1. NOT-FOR-PROFIT ORGANIZATIONS

Attach proof of status and omit Paragraph 3.

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) below and the contract must be approved by the Board of Supervisors.

List of for-profit

Entity(ies): N/A

If more than one, attach a separate sheet listing them all.

3. BUSINESS REPRESENTATION

3.1. DEFINITION OF A DISABLED VETERANS BUSINESS ENTERPRISE

"Disabled Veterans Business Enterprise" means a business which is at least fifty-one (51%) owned and operated by one or more veterans with a service related disability as certified by Equal Opportunity Management Office (EOMO), California Department of General Services, Office of Small Business and members of Joint Agencies Contracting Opportunities (JACO), (California Military and Veterans code, Article 6, Section 999).

3.2. REPRESENTATION AS DISABLED VETERANS BUSINESS ENTERPRISE:

This Offeror represents as a part of this offer that the ownership, operation and control of the business, in accordance with the specific definition in 3.1, I am currently certified by (Government. Agency):

Certification #: N/A

4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS

Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and

4.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

4.3. Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 4.2 of this certification; and

4.4. Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

4.5. Are presently the target or subject of any investigation, accusation or charges by any federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is included in the proposal, as requested in the Submittal Requirements.

4.6. Contractor will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).

5. CERTIFICATE OF CURRENT COST OR PRICING

This is to certify that, to the best of my knowledge and belief, cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.

6. CERTIFICATE OF INDEPENDENT PRICING

By submission of this bid or proposal, each offeror certifies, and in the case of a joint offers, each party thereto certifies as to its own organization, that in relation to this procurement:

6.1. The prices in this bid or proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and

6.2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and

6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

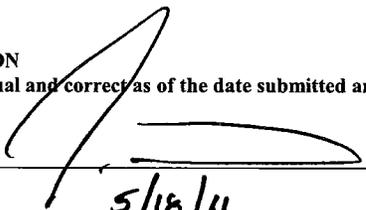
7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

CERTIFICATION

The information furnished in Paragraphs 1 through 7 is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

NAME:

JASON A. MORDHORST, VICE PRESIDENT

SIGNATURE: 

TITLE:

DATE: 5/18/11

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

DESIGNATION OF SUBCONTRACTORS

Set forth below is the full name and the location of the place of business of each Subcontractor whom the Bidder proposes to subcontract portions of the work in excess of one-half of one percent of the total bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, and the portion of the work which will be done by each Subcontractor for each subcontract.

The Bidder's attention is directed to the provision titled "Subcontracting" of the Special Provisions contained in these Contract Documents.

NOTE: The Bidder understands that if the Bidder fails to specify a Subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the bid or \$10,000, whichever is greater, the Bidder shall be deemed to have agreed to perform such portion, and that the Bidder shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity in accordance with the provision of the Subletting and Subcontracting Fair Practices Act (Section 4100 et seq. of the California Public Contract Code).

Unless changed in the Special Provisions, at least 50 percent of the original contract price shall be performed by the Contractor's own organization.

The Business Name and Address and the Portion of Work to be Subcontracted information are required at the time of bid submittal. The remainder of the information shall be submitted **by the apparent low bidder** no later than 2:00 pm on the next business day following the bid opening date by e-mail to the Procurement Contracting Officer listed as contact for this RFB.

If no Subcontractors are to be employed on the project, enter the word "NONE."

DESIGNATION OF SUBCONTRACTORS				
PORTION OF WORK TO BE SUBCONTRACTED		BUSINESS NAME AND ADDRESS	PERCENTAGE OF TOTAL CONTRACT	LICENSE NO.
ITEM NO.	DESCRIPTION OF WORK			
45, 82, 83 JHA	MBGR, Cable Railing & Fence JHA			
45 B2-30 B2-31	MBGR, Cable Railing & Fence	Area West Fence Lakeside, CA	SAM 12% 1.2%	737398
34	Gunite Ditch	Mission Gunite Lakeside, CA JHA	0.8%	374889

Name of Bidder **HAZARD CONSTRUCTION COMPANY** TOTAL % SUBCONTRACTED 29.6%

DESIGNATION OF SUBCONTRACTORS

DESIGNATION OF SUBCONTRACTORS				
PORTION OF WORK TO BE SUBCONTRACTED		BUSINESS NAME AND ADDRESS	PERCENTAGE OF TOTAL CONTRACT	LICENSE NO.
ITEM NO.	DESCRIPTION OF WORK			
JAM 31, 32	Masonry: CONCRETE FOOTING JAM	THE PATTERSON CO. ORANGE, CA JAM		398409 JAM
50, 51 B2-37	ELECTRICAL	Southwest Signal LEKOS ELECTRIC EL CASON, CA	2%	588410
15, 46, 47, 48, 49, B1-12 B1-32-35	Striping & Markers & Signs	Payco Specialties Chula Vista, CA	0.8%	298637
B1-28 JAM	Pervious PCC	T.B. Penick San Diego, CA		
33, 35, 36, 37, 38, 39, 40, B1-24-27 B1-28	PCC Flatwork PERVIOUS PCC	AMERICAN CONCRETE SAN MARCOS, CA	6.9%	820916
18, B1-13	COLD PLANE AC	PAVEMENT RECYCLING SYS. MIRA LOMA, CA	1.4%	569352
31	MASONRY	L JOHNSON CONSTRUCTION GARDENIA, CA	7.2%	466670
32(F)	REBAR	QUALITY REBAR SAN DIEGO, CA	3.8%	818593
A1-1 A2-1	Dry Utilities	HERKERT & SON ESCONDIDO, CA	5.5%	837881

TOTAL % SUBCONTRACTED 29.6%

Name of Bidder HAZARD CONSTRUCTION COMPANY

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we HAZARD CONSTRUCTION COMPANY
as Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

as Surety, are held and firmly bound unto the County of San Diego, a political subdivision of the State of California, hereinafter called the County, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the County for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the Surety hereunder exceed the sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT BID

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above-mentioned bid to the County of San Diego for certain construction specifically described as follows, for which bids are to be opened on May 19th, 2011 for
DATE

CONSTRUCTION OF JAMACHA BOULEVARD PHASE II ROAD IMPROVEMENTS; ORACLE PROJECT NO. 1013679

NOW THEREFORE, if the aforesaid principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefor, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the County, in the prescribed form, in accordance with the bid as accepted, and file the two bonds with the County, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

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

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this 17th day of May A.D. 2011

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA (SEAL) HAZARD CONSTRUCTION COMPANY (SEAL)
KYLE KING (SEAL) JASON A. MORDHORST, VICE PRESIDENT (SEAL)
Surety ATTORNEY-IN-FACT Principal

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF _____)
COUNTY OF San Diego) ss
On this 17th day of May in the year 2011 before me
appeared _____ a notary public in and for said County and State personally
known to me (or proved to me on the basis of satisfactory evidence) to
be the person whose name is subscribed to the within instrument as the attorney-in-fact of the _____ the
corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as
Surety, and his own name as attorney-in-fact.

NOTE: (a) Signature of those executing for Surety must be properly acknowledged. _____ Notary Public In and for the County of _____
(b) The Attorney-in-fact must attach a certified copy of Power of Attorney. _____ State of California

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On May 18, 2011 before me, Sandra Kostyrka, Notary Public
Date NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

personally appeared Jason A. Mordhorst
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.

Sandra Kostyrka (SEAL)
NOTARY PUBLIC SIGNATURE



OPTIONAL

Though the data below is not required by law. It may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

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

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

SIGNER IS REPRESENTING:
NAMES OF PERSON(S) OR ENTITY(IES)

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 222176

Certificate No. 003740532

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

Dale Harshaw, Tara Bacon, Geoffrey R. Shelton, Bradley R. Orr, and Kyle King

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 25th day of June, 2010.

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

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



State of Connecticut
City of Hartford ss.

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

On this the 25th day of June, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



[Signature]
Marie C. Tetreault, Notary Public

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

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

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

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

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of May, 20 11.


Kori M. Johanson, Assistant Secretary



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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On May 17, 2011 before me, Sandra Kostyrka, Notary Public

Date NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC

personally appeared Kyle King

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.

Sandra Kostyrka (SEAL)
NOTARY PUBLIC SIGNATURE



OPTIONAL

Though the data below is not required by law. It may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
 CORPORATE OFFICER

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

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

SIGNER IS REPRESENTING:
NAMES OF PERSON(S) OR ENTITY(IES)

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

DATE: 5/18/11

ORACLE PROJECT NO. 1013679

COUNTY OF SAN DIEGO
 BIDDER DVBE INFORMATION

PROJECT TITLE: Construction of Jamacha Boulevard Phase II Road Improvements

BIDDER: **HAZARD CONSTRUCTION COMPANY**

BIDDER REPRESENTATIVE: **JASON A. MORDHORST, VICE PRESIDENT**

ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL	NAME OF CERTIFIED DVBE TO BE USED (PRIME, SUBCONTRACTOR OR VENDOR) AND ADDRESS, TELEPHONE, AND CERTIFICATION NUMBER	DOLLAR AMOUNT TO BE PAID THIS DVBE
TOTAL DOLLARS TO CERTIFIED DVBE (PRIME, SUBCONTRACTOR OR VENDOR)			\$

COMPUTATION OF UTILIZATION AND COMPARISON WITH THE GOAL IF BID EXCEEDS \$500,000
 ESTABLISHED GOAL IF BID EXCEEDS \$500,000

CALCULATION		ESTABLISHED GOAL IF BID EXCEEDS \$500,000
Disabled Veterans	$\frac{\text{Total Amount to DVBE}}{\text{Total Bid}} \times 100 = \text{Percent of Utilization}$ $\frac{0}{0} \times 100 = 0\%$	3%



Winston F. McColl
Director

County of San Diego
Department of Purchasing and Contracting
10089 Willow Creek Road, Suite 150, San Diego, California 92131-1699

TELEPHONE (858) 537-2500
FAX (858) 715-6452

May 12, 2011

ADDENDUM 1

TO: Jamacha Boulevard Phase II Road Improvements; Oracle Project No. 1013679

BID OPENING DATE: May 19, 2011

RFB 5070

This Addendum 1 corrects and clarifies the contract documents.

1. Delete page 2-3d from the contract document, and replace with the attached page 2-3d (Addendum 1). Changes are marked with a vertical line along the left margin.
2. Two locations for Relocate Street Light are identified in the Omega (B) plan set. One additional location, not shown on the Omega (B) plan set but included in the work to be done, is at Station 6+40 on the north side of Jamacha Boulevard and it is to be relocated to the back of new sidewalk.
3. For additional clarification regarding existing site topography for Jamacha Boulevard, "Additional existing topo northwest of Jamacha Blvd sta 69+00 to 72+00 (extension of sheets 6 & 7 of 25)" has been posted to BuyNet for informational purposes only and is not part of the Contract Documents.
4. One curb inlet basket is identified in the Omega (B) plan set. Two additional locations, not shown on the Omega (B) plan set but included in the work to be done, are at curb inlets on east side of San Diego Street, approximately 50 feet south of intersection with Jamacha Boulevard and on north side of Jamacha Blvd approximately 100 feet west of intersection with Huron Street.
5. Under Part V.A., Section 34. "Bioswale", add the following section:

"EPDM Liner

DESCRIPTION

EPDM liner shall be Mule-Hide Products Co., Inc. P.O. Box 1057, Beloit, WI 53512-1057 • Tel: 608/365-3111 • Fax: 608/365-7852 or approved equal. EPDM liner is a nominal 0.040" thick non-reinforced Ethylene Propylene Diene Terpolymer (EPDM) based elastomeric waterproofing liner for use in recreational, commercial and industrial water containment applications. EPDM liner is available in 10'- 45' widths and 50'- 100' lengths (Special Order 20' x 200' also available). EPDM liner has a wide variety of applications including landscaping and the lining of agricultural, commercial and industrial reservoirs, catch basins, and retention ponds. Liner is typically marked in blue non-fading ink with a PL1MM marking to distinguish it from roofing membranes.

EPDM Liner Specifications

Property	Test Method	Specification	Typical Properties
Color		Gray/Black	
Thickness Tolerance %	ASTM D 412	± 10	± 10
Tensile Strength min., Psi	ASTM D 412	1305	1600
Elongation, ultimate min., %	ASTM D 412	350	500
Hardness, Durometer A	ASTM D 2240	60 ± 10	60
Tear Resistance min., lbf/in	ASTM D 624 (Die C)	175	200
Brittleness Temperature max., °F	ASTM D 746	- 75	- 85
Water Vapor Permeance max., perms	ASTM E 96 (Proc. B or BW)	0.10	0.05
Resistance to Water Absorption % Change in mass max., after 7 d immersion @ 158 °F	ASTM D 471	+ 4.0 -2.0	± 2.0
Resistance to Soil Burial (Maximum % change in original value) 1. Tensile Strength 2. Elongation, ultimate	ASTM D 3083 (modified)**	± 5 ± 10	Pass Pass
Resistance to Heat Aging Properties after 4 weeks @ 240° F Tensile Strength, min psi Elongation, ultimate min., % Tear Resistance, min., lbf/in Linear dimensional change, max., %	ASTM D 573	1205 225 150 ± 1.0	1600 250 240 -0.4
Ozone Resistance Condition after exposure to 100 pphm ozone in air for 168 hrs @ 140°F (sample under 50% strain)	ASTM D 1149	No Cracks	No Cracks
Root Penetration	DIN 4106	No Penetration	No Penetration
Resistance to Outdoor Ultraviolet Weathering, Xenon-Arc, 4000 h exposure @ 176°F Black panel temperature, visual condition	ASTM G 26	No Cracks	No Cracks

INSTALLATION INSTRUCTIONS

Installation procedures vary as to the type of application employed and the specific job requirements.

When installed correctly, it is difficult to find a more efficient water barrier. Surfaces in contact with the EPDM liner must be clean, smooth, free of fins, sharp edges, loose and foreign materials, oil and grease. Before installing the liner, examine surfaces and find them satisfactory. It is recommended that a protective liner or fabric, such as a reinforced stone mat, be installed prior to installation of the EPDM liner. Place the EPDM liner in its final position without stretching and allow the to relax for ½ hour before final positioning and securement.

LINER SPLICING

Fold the top sheet back 12 inches for cleaning and splice adhesive application. Remove dirt, foreign materials and excess dust from splice area by brooming or wiping with Seam

Cleaner. If necessary, scrub the sheet with warm soapy water and rinse with clean water. Clean the dry splice area of both sheets by scrubbing with clean natural fiber rags using Seam Cleaner. The liner surface shall be solid black in color. Extra cleaning is required along a factory seam which intersects a splice area. Sponges, sponge mops, squeegees, brushes, paint rollers, etc. must not be used.

Seam cleaner and its fumes are extremely flammable. Do not breathe vapors or use near fire, flame, or in a confined or unventilated area. Dispense only from an OSHA approved or equivalent safety can. Neoprene solvent resistant gloves are recommended for hand protection when seam cleaner is being used.

Stir splice adhesive, thoroughly scraping the sides and bottom of the can (minimum 5 minutes stirring is recommended). Splice adhesive should be used with the EPDM liner. Properly stirred splice adhesive will have a solid black appearance with no heavier black material remaining on the bottom or sides of the can.

Most EPDM adhesives and their fumes contain petroleum distillates and are extremely flammable. They contain solvents that are dangerous fire and explosion hazards when exposed to heat, flame or sparks. Consult container label, Material Safety Data Sheets, and product data sheet for specific information.

Apply splice adhesive to both mating surfaces with either a 3 or 4 inch wide medium nap roller. Apply adhesive smoothly and evenly to obtain 100% coverage. Do not allow the adhesive to glob or puddle. One gallon of splice adhesive will achieve an approximate coverage rate of 85 linear feet of 6" wide completed seam (when coated surface is approximately 7 inches wide on both mating surfaces). Allow the adhesive to dry until it is tacky but will not string to a dry finger touch and will not move when pushed with a dry finger. Roll the top sheet onto the mating surface. Take care not to stretch or wrinkle the EPDM liner sheet and assemble the seam with hand pressure by wiping toward the splice edge. Roll the splice with a 2 inch wide steel roller using positive pressure toward the splice edge. Do not roll parallel to the splice edge. Wait at least two hours and clean the dry splice edge, extending at least 1 inch onto the top and bottom liner with Seam Cleaner. Apply a minimum of ¼ inch bead of Lap Sealant to the splice edge. Lap sealant must be completed by the end of each day. Allow a minimum of 24 hours for Lap Sealant to cure.

Full compensation for EPDM liner is included in the contract price paid per square foot for bioswale and no additional compensation will be allowed therefor."

6. Under Part V.B., Section 31. "Bioretention Area", add the following section:

"EPDM Liner

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Full compensation for EPDM liner is included in the contract price paid per square foot for bioretention area and no additional compensation will be allowed therefor."

7. Under Part V.A., Section 34. "Bioswale", and under Part V.B., Section 31. "Bioretention Area", delete all references to "waterproof fabric" and replace with "EPDM liner".
8. Section 22. "Minor Concrete", on Page 5B-67 of the Contract Documents, add the following paragraph immediately following the paragraph starting with, "Minor concrete (Cross-gutter).....":

"Full compensation for Minor concrete for Raised Concrete Island and Raised 4" PCC Concrete Island is included in the contract price paid per square yard price for Minor Concrete (sidewalk) and no separate payment will be made therefor."

9. Part IV of the Contract Documents replace Section 34. (Blank) with the following:

"34. Compensation Adjustments for Price Index Fluctuations

The provisions of this section shall apply only to the following contract items:

Asphalt Concrete, Type B
Rubberized Asphalt Concrete, Type G

The compensation payable for the above said items will be subject to being increased or decreased in accordance with the provisions of this section for paving asphalt price fluctuations exceeding five percent (lu / lb is greater than 1.05 or less than 0.95) which occur during performance of the work.

Asphalt Quantities

Asphalt Concrete

The Engineer calculates the quantity of asphalt in asphalt-concrete using the following formula:

$$Q_h = ACTT \times [X_a / (100 + X_a)]$$

where:

Q_h = quantity in tons of asphalt used in asphalt concrete

ACTT = asphalt concrete total tons placed

X_a = theoretical asphalt content from mix formula expressed as a percentage of weight of dry aggregate

Rubberized Asphalt Concrete

The Engineer calculates the quantity of asphalt in asphalt-concrete using the following formula:

$$Q_{rac} = RACTT \times [X_a / (100 + X_a)]$$

where:

Q_{rap} = quantity in tons of asphalt used in asphalt concrete

RACTT = rubberized asphalt concrete total tons placed

X_a = theoretical asphalt content from mix formula expressed as a percentage of weight of dry aggregate

The adjustment in compensation will be determined in accordance with the following formulas when asphalt concrete Type B or G is included in a monthly estimate:

Total monthly payment adjustment is as follows:

$$PA = Q_t A$$

For an increase in crude oil price index exceeding five percent:

$$A = [(lu/lb) - 1.05] \times lb \times [1 + (T/100)]$$

For a decrease in crude oil price index exceeding five percent:

$$A = [(lu/lb) - 0.95] \times lb \times [1 + (T/100)]$$

Where:

- A = Adjustment in dollars per ton of paving asphalt used to produce materials placed in the work rounded to the nearest \$0.01.
- lu = California Statewide Crude Oil Price Index for the month in which the quantity of asphalt subject to adjustment was placed in the work.
- lb = California Statewide Crude Oil Price Index for the month in which the bid opening for the project occurred.
- Q_t = Sum of quantities of asphalt used ($Q_h + Q_{rap}$) in producing the quantity of asphalt concrete shown under "This Estimate" on the monthly estimate using the amount of asphalt determined by the Engineer.
- T= Sales and use tax, expressed as a percentage, currently in effect in the tax jurisdiction where the material is placed.

The adjustment in compensation will also be subject to the following:

- a. The compensation adjustments provided herein will be shown separately on payment estimates. The Contractor shall be liable to the Owner for decreased compensation adjustments and the Owner may deduct the amount thereof from any moneys due or that may become due the Contractor.
- b. Compensation adjustments made under this section will be taken into account in making adjustments under Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications.
- c. The total price adjustment for price index increases of paving asphalt on this project shall not exceed \$147,700.
- d. In the event of an overrun of contract time, adjustment in compensation for paving asphalt included in estimates during the overrun period will be determined using the California Statewide Paving Asphalt Price Index in effect on the first business day of the month within the pay period in which the overrun began.

The California Statewide Crude Oil Price Index is determined each month of the first business day of the month by the Department of Transportation of the State of California using the median of posted prices in effect as posted by Chevron, Exxon Mobil and Union 76 for the Buena Vista, Huntington Beach, and Midway Sunset fields."

This addendum is required to be inserted in the Contract Documents by the bidder and acknowledged by the bidder on page 2-2 of the Proposal to the Board, at the time of submitting the bid.

If you have any questions or comments, please contact Hugo Mora, Procurement Contracting Officer at: Hugo.Mora@sdcountry.ca.gov.

Hugo Mora for

WINSTON F. McCOLL, Director
Department of Purchasing and Contracting

WFM:HM

Attachment forming part of this Addendum 1:

1. Page 2-3d (Addendum 1)



Winston F. McColl
Director

County of San Diego
Department of Purchasing and Contracting
10089 Willow Creek Road, Suite 150, San Diego, California 92131-1699

TELEPHONE (858) 537-2500
FAX (858) 715-6452

May 16, 2011

ADDENDUM 2

TO: Jamacha Boulevard Phase II Road Improvements; Oracle Project No. 1013679

BID OPENING DATE: May 19, 2011

RFB 5070

This Addendum 2 corrects and clarifies the contract documents.

1. Insert the attached Page 8-32a (Addendum 2), "Limits of Payment for Excavation and Backfill Bridge Surcharge and Wall", immediately following Page 8-32.
2. SWPPP Template, "Storm Water Pollution Prevention Plan (SWPPP) for Risk Level 1 Construction Activities" has been posted to BuyNet per Part V.A., Section 4 and Part V.B. Section 2, "Water Pollution Control".
3. "Jamacha Boulevard Phase II – Section at Temporary Wood Frame Sound Wall" for Temporary Fence (Type ESA) has been posted to BuyNet for information only and is not part of the contract documents.
4. Under Part V.A., Section 18: "Clearing and Grubbing", under "TREE REMOVAL" delete the second paragraph and replace with the following:

"All tree removal shall occur prior to January 15, 2012, the raptor breeding season. All other vegetation shall be removed by March 1, 2012 prior to the sensitive bird breeding season. Vegetation can be removed within the temporary impact area from start of construction until March 1, 2012. During the bird breeding season, March 1 through September 15, vegetation should be maintained below 8" in height until it is permanently removed. If vegetation grows above 8" in height it will need to be surveyed by a county provided biologist prior to removing it during the breeding season (Trees and vegetation have been trimmed down by the county to discourage birds from nesting on the project site)."

This addendum is required to be inserted in the Contract Documents by the bidder and acknowledged by the bidder on page 2-2 of the Proposal to the Board, at the time of submitting the bid.

If you have any questions or comments, please contact Hugo Mora, Procurement Contracting Officer at: Hugo.Mora@sdcounty.ca.gov.

Hugo Mora for

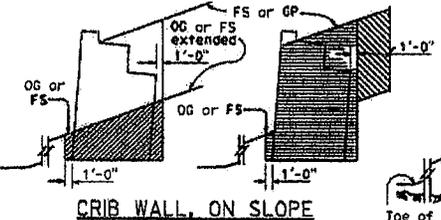
WINSTON F. McCOLL, Director
Department of Purchasing and Contracting

WFM:HM

Attachment forming part of this Addendum 2:

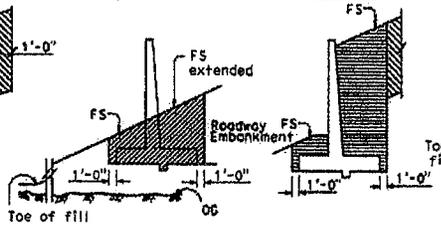
1. Page 8-32a (Addendum 2)

EXCAVATION BACKFILL



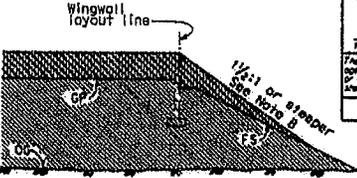
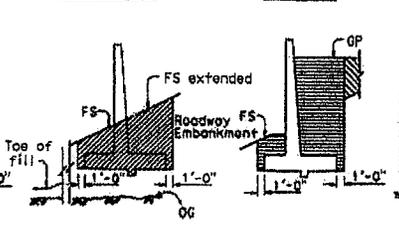
CRIB WALL, ON SLOPE

SLOPE BEHIND WALL EXCAVATION BACKFILL

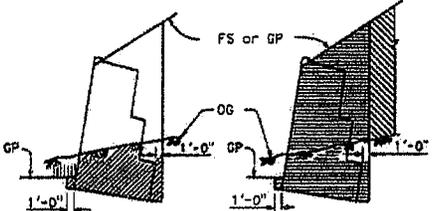


RETAINING WALL IN FILL, ON SLOPE

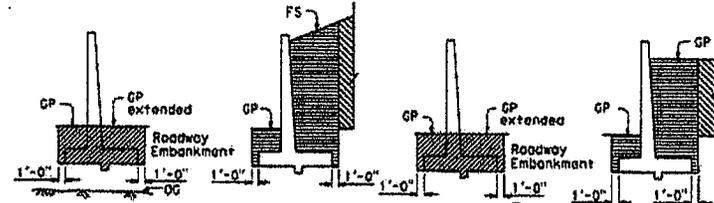
FLAT BEHIND WALL EXCAVATION BACKFILL



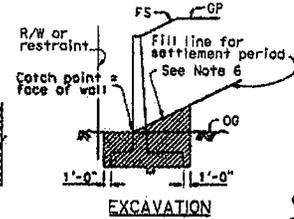
SECTION F-F



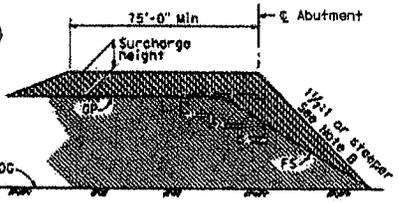
**REINFORCED CONCRETE OR
TIMBER CRIB WALL**



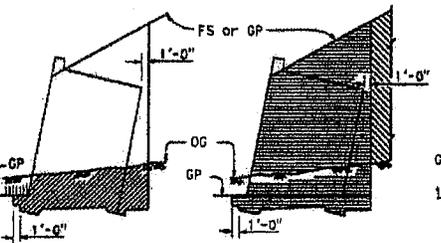
RETAINING WALL IN FILL



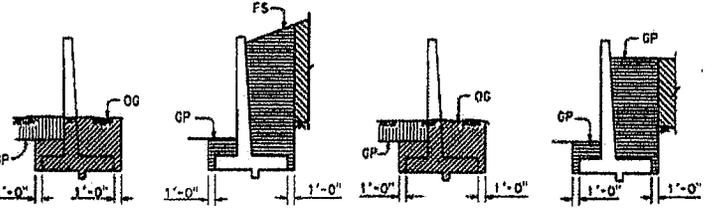
EXCAVATION



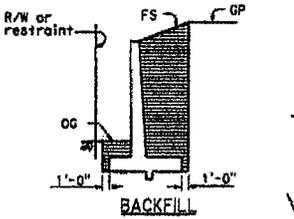
ELEVATION



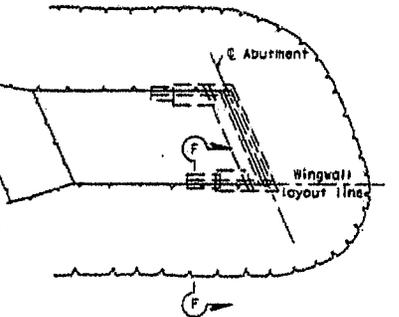
METAL CRIB WALL



RETAINING WALL IN FILL AND CUT



**BACKFILL
RETAINING WALL IN OG
WITH SETTLEMENT PERIOD
AND NEXT TO R/W LINE
OR OTHER RESTRAINTS**

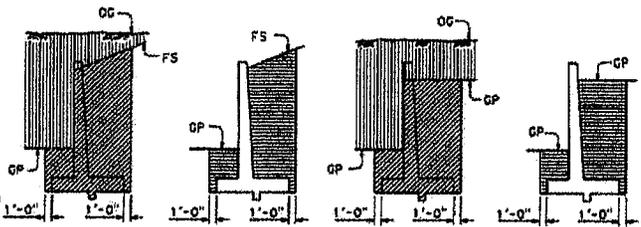


PLAN

BRIDGE EMBANKMENT SURCHARGE

NOTES:

1. Roadway embankment is not delineated on excavation drawings for clarity.
2. Embankment, if any, must be in place before structure excavation is made.
3. If no roadway or ditch excavation or embankment is involved at the wall, structure excavation will be measured from the original ground.
4. No deduction for crib wall member volumes is made from structure backfill quantities.
5. When an embankment settlement period is required, the upper limits of structure excavation are raised to conform to the elevation of the embankment after the settlement period or, when an embankment surcharge is used to the finished surface and grading plane elevations.
6. Embankment slopes to be as steep as material permits. Slope assumed to be 1:1 for purposes of quantity calculations.



RETAINING WALL IN CUT

ABBREVIATIONS

- OG - Original Ground
- FS - Planned Finished Surface
- GP - Planned Grading Plane

LEGEND

- Structure Excavation
- Structure Backfill
- Roadway Excavation
- Roadway Embankment
- Bridge Embankment Surcharge

DIST	COUNTY	ROUTE	POST MILES	TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

Quinn F. Hill
REGISTERED CIVIL ENGINEER

May 1, 2006
PLANS APPROVAL DATE

The State of California or its officers or agents shall not be responsible for the accuracy or completeness of electronic copies of this document.

To go to the Caltrans web site, go to <http://www.dtd.ca.gov>

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
REGISTERED PROFESSIONAL ENGINEER
CIVIL
No. 322410
(111)
SEAL OF CALIFORNIA

SURCHARGE NOTES:

- A. Bridge embankment surcharges to be placed at locations and to the heights listed in the special provisions.
- B. Surcharge slopes to be as steep as stability of material permits.

NO SCALE

A62B

2006 STANDARD PLAN A62B

NEXT BID

PART II

DOCUMENTS TO BE EXECUTED BY BIDDER

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
PROPOSAL TO THE BOARD
FOR
CONSTRUCTION OF
JAMACHA BOULEVARD PHASE II
ROAD IMPROVEMENTS
ORACLE PROJECT NO. 1013679

RFB NO.: 5070

Name of Bidder LB CIVIL CONSTRUCTION, INC
Business Address 11585 SORRENTO VALLEY RD. # 104 SD CA 92121
Place of Residence SAN DIEGO, CA 92129

LOCATION

The work to be performed under this Contract is located in the vicinity of Spring Valley, County of San Diego, State of California.

Said work is to be performed in accordance with the Contract and the Special Provisions annexed hereto and including Addenda Nos. 1, 2, and , and also in accordance with the Standard Specifications of the State of California, Department of Transportation, dated May 2006, the Amendments to said Standard Specifications contained in Part VI of these Contract Documents and the modifications to said Standard Specifications and said Amendments contained in Part VII of these Contract Documents.

The work to be done is shown on plans entitled:

PLANS FOR
CONSTRUCTION OF
JAMACHA BOULEVARD
RS 629
In the Vicinity of Spring Valley
Net Length = 0.5 miles

Approved: March 30, 2011, and

PLANS FOR CONSTRUCTION OF
JAMACHA BLVD FRONTAGE ROAD
AT OMEGA IMPROVEMENTS
RS 1343-66
In The Vicinity of Spring Valley
LENGTH = 0.13 MILES

Approved: April 20, 2011, and

SAN DIEGO GAS & ELECTRIC
ELECTRIC CONSTRUCTION ORDER
OH/UG BASE DRAWING
CONSTRUCTION ORDER NO.
2942336

Approved: March 1, 2011, and

JAMACHA BLVD 20B PHASE 2
SPRING VALLEY, CA 91977

Approved: March 28, 2011.

By signing this proposal on the signature portion hereof, the undersigned, as bidder, under penalty of perjury deposes and says: that the only persons or parties interested in this Proposal as Principals are those named herein; that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said proposal; that the undersigned has carefully examined the location of the proposed work, the annexed proposed form of Contract, and the Plans, Special Provisions and Specifications therein referred to; and the undersigned proposes, and agrees if this Proposal is accepted, that the undersigned will furnish the required Bonds and Contract with the Owner, in the form and copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein set forth, and that the undersigned will take in full payment therefor the following unit and lump sum prices, to wit:

BID SCHEDULE 1 – JAMACHA BOULEVARD

(Oracle Project #1013679)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1.	Project Identification Sign	1	EA	1500	1500
2.	Prepare Storm Water Pollution Prevention Plan	LS	LS	LS	5000
3.	Storm Water Annual Report	1	EA	1000	1000
4.	Storm Water Sampling and Analysis	10	DAY	300	3000
5.	Rain Event Action Plan	17	EA	1000	17000
6.	Temporary Stabilized Construction Entrance	1	EA	6000	6000
7.	Temporary Concrete Washout (Portable)	LS	LS	LS	2500
8.	Temporary Gravel Bag	260	EA	5	1300
9.	Temporary Fiber Roll	310	LF	3	930
10.	Temporary Silt Fence	2,300	LF	2.50	5750
11.	BMP Maintenance Cost Sharing	4,000	DLR	1.00	4,000
12.	Construction Site Management	LS	LS	LS	3000
13.	Temporary Fence (Type ESA)	4,114	LF	2	8228
14.	Traffic Control	LS	LS	LS	35000
15.	Remove Traffic Striping and Marking	557	SF	1.50	835.50
16.	Temporary Sound Wall (Timber)	32,544	SF	1	32544
17.	Remove Asphalt Concrete	2,392	SY	10	23920

Name of Bidder LB CIVIL

BID SCHEDULE 1 – JAMACHA BOULEVARD (continued)

(Oracle Project #1013679)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
18.	Plane Asphalt Concrete Pavement	17,724	SY	2	35448
19.	Clearing and Grubbing	LS	LS	LS	55000
20.	Roadway Excavation	986	CY	40	39440
21.	Structure Excavation (Retaining Wall)	3,197	CY	40	127880
22.	Structure Backfill (Retaining Wall)	2,070	CY	75	155250
23.	Trench Safety and Shoring of Excavations	LS	LS	LS	1000
24.	Move In/Move Out (Erosion Control)	1	EA	250	250
25.	Erosion Control (Type D)	1,623	SY	2	3246
26.	Adjust Manhole Cover	10	EA	1200	12000
27.	Adjust Pull Box To Grade	6	EA	150	900
28.	Aggregate Base, Class 2	864	CY	52	44928
29.	Asphalt Concrete, Type B	2,223	TON	94	208962
30.	Rubberized Asphalt Concrete, Type G	2,141	TON	135	289035
31.	Retaining Wall Stem (Masonry)	10,300	SF	23	236900
32.	Class 2 Concrete (Wall Footing)	796	CY	380	302480
33.	Curb Outlet	4	EA	4000	16000
34.	Drainage Ditch (Type B)	1,120	LF	27	30240
35.	Minor Concrete (Curb and Gutter)	2,771	LF	27	74817
36.	Minor Concrete (Cross Gutter)	23	CY	450	10350
37.	Minor Concrete (Sidewalk)	153	CY	450	68850
38.	Minor Concrete (Driveway)	5	CY	450	2250
39.	Minor Concrete (Curb Ramp)	17	CY	450	7650
40.	Minor Concrete (Curb Ramp, DS-21)	10	CY	700	7000
41.	Bioswale	3,372	SF	26	87672

Name of Bidder LB CIVIL

BID SCHEDULE 1 – JAMACHA BOULEVARD (continued)

(Oracle Project #1013679)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
42.	18" Corrugated P.V.C. Pipe	204	LF	65	13260
43.	6" Perforated Plastic Pipe Underdrain	150	LF	1.50	225
44.	Curb Inlet Basket	2	EA	2400	4800
45.	Cable Railing	1,112	LF	15	16680
46.	Roadside Sign (One Post)	5	EA	350	1750
47.	Paint Traffic Stripe (2-Coat)	19,088	LF	0.25	4772
48.	Paint Pavement Marking (2-Coat)	245	SF	2	490
49.	Pavement Marker, Reflective	170	EA	3.50	595
50.	Traffic Signal and Safety Lighting System	LS	LS	LS	25000
51.	Street Light (Concrete Standard)	6	EA	5000	30000
52.	Field Orders	40,000	DLR	1.00	40,000.00
BID SCHEDULE 1 TOTAL					2,106,627.50

BID SCHEDULE 2 – JAMACHA BLVD FRONTAGE ROAD AT OMEGA IMPROVEMENTS

(Oracle Project #1013679)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1.	Project Identification Sign	1	EA	1500	1500
2.	Prepare Storm Water Pollution Prevention Plan	LS	LS	LS	5000
3.	Storm Water Annual Report	1	EA	1000	1000
4.	Storm Water Sampling and Analysis	10	DAY	9/2 300	3000
5.	Rain Event Action Plan	17	EA	1000	17000
6.	Temporary Concrete Washout (Portable)	LS	LS	LS	1500
7.	Temporary Gravel Bag	500	EA	5	2500
8.	Temporary Silt Fence	3,000	LF	2.50	7500
9.	BMP Maintenance Cost Sharing	5,000	DLR	1.00	5,000

Name of Bidder LB CIVIL

BID SCHEDULE 2 – JAMACHA BLVD FRONTAGE ROAD AT OMEGA IMPROVEMENTS (cont'd)
(Oracle Project #1013679)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
10.	Construction Site Management	LS	LS	LS	3000
11.	Traffic Control	LS	LS	LS	8000
12.	Remove Traffic Striping and Marking	6,951	SF	1.50	10426 ⁵⁰
13.	Plane Asphalt Concrete Pavement	4,981	SY	2	9962
14.	Clearing and Grubbing	LS	LS	LS	10000
15.	Roadway Excavation	491	CY	60	29460
16.	Imported Borrow	102	CY	60	6120
17.	Move In/Move Out (Erosion Control)	1	EA	250	250
18.	Erosion Control (Type D)	613	SY	2.50	1532.50
19.	Adjust Manhole Cover	4	EA	1000	4000
20.	Adjust Pull Box To Grade	3	EA	300	900
21.	Aggregate Base, Class 2	350	CY	70	24500
22.	Asphalt Concrete, Type B	206	TON	94	19364
23.	Rubberized Asphalt Concrete, Type G	416	TON	135	56160
24.	Minor Concrete (Curb and Gutter)	2,116	LF	27	57132
25.	Minor Concrete (Cross Gutter)	5	CY	600	3000
26.	Minor Concrete (Sidewalk)	19	CY	450	8550
27.	Minor Concrete (Driveway)	32	CY	500	16000
28.	Pervious Concrete Pavement	94	CY	550	51700
29.	Geogrid	110	SY	8	880
30.	Reconstruct Metal Beam Guardrail	345	LF	25	8625
31.	Fence, Wood (H=6FT)	210	LF	55	11550
32.	Paint Traffic Stripe (2-Coat)	5,420	LF	0.25	1355
33.	Paint Pavement Marking (2-Coat)	500	SF	2.50	1250

Name of Bidder LB CIVIL

BID SCHEDULE 2 – JAMACHA BLVD FRONTAGE ROAD AT OMEGA IMPROVEMENTS
(continued)

(Oracle Project #1013679)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
34.	Pavement Marker, Reflective	146	EA	3	438
35.	Roadside Sign (One Post)	5	EA	300	1500
36.	Cluster Mailbox Unit (8 Deliveries)	2	EA	2500	5000
37.	Relocate Street Light	3	EA	2500	7500
38.	Bioretention Area	60	SF	75	4500
39.	3" Perforated Plastic Pipe Underdrain	12	LF	9	108
40.	Curb Inlet Basket	3	EA	2000	6000
41.	Field Orders	20,000	DLR	1.00	20,000.00
BID SCHEDULE 2 TOTAL					432,763

ADDITIVE ALTERNATE 1

(Oracle Project #1013679)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1.	Undergrounding SDG&E Facilities	LS	LS	LS	240000
ADDITIVE ALTERNATE 1 TOTAL					240000

ADDITIVE ALTERNATE 2

(Oracle Project #1013679)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1.	Undergrounding Cox Cable Facilities	LS	LS	LS	60000
ADDITIVE ALTERNATE 2 TOTAL					60000

Name of Bidder LB CIVIL

BID SCHEDULE 1 TOTAL.....\$ 2,106,627.⁵⁰
BID SCHEDULE 2 TOTAL.....\$ 432,763
BASE BID (BID SCHEDULE 1 PLUS BID SCHEDULE 2).....\$ 2,539,390.⁵⁰
ADDITIVE ALTERNATE 1 TOTAL.....\$ 240,000
ADDITIVE ALTERNATE 2 TOTAL.....\$ 60,000

Name of Bidder LB CIVIL

BID COMPARISON AND AWARD

If this Proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give in sums as stated in the Notice to Contractors Inviting Bids, both a faithful Performance Bond, and a Payment Bond as required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3, of the California Civil Code, with surety satisfactory to the Owner within the time specified in Section 3-1.03 of the Standard Specifications after the undersigned has received notice of the award of the Contract from the Owner and that the Contract is ready for signature, the Owner may, at its option, determine that the bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of the security accompanying this Proposal shall operate and the same shall be the property of the Owner.

Bids are required for the entire work. The amount of the bid for comparison purposes will be the Base Bid (Bid Schedule 1 plus Bid Schedule 2). Additive alternates will not be considered for purpose of bid comparison.

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

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

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

The quantities listed in the Proposal are approximate only. Payment for work done will be made at the contract unit prices bid as applied to the quantities actually constructed or installed.

Award of the Contract, if awarded, will be to the lowest responsible bidder for the Base Bid (Bid Schedule 1 plus Bid Schedule 2) plus any combination of the additive alternates, as determined by the Owner, subject to the Owner's right to reject any or all bids and to waive any informality or irregularity in the bids or bidding. Bids in which the prices are obviously unbalanced may be rejected.

Contract unit prices bid by the lowest responsive and responsible bidder shall be locked in for the duration of the contract, and the Owner has the right to award additional Additive Alternates at the unit prices bid, if additional funding becomes available.

Award of the Contract, if awarded, will be made to the lowest responsible bidder within forty-five (45) calendar days from the date specified for the opening of bids; within sixty (60) calendar days to the second lowest responsible bidder if the first does not execute the Contract; and within seventy-five (75) calendar days to the third lowest responsible bidder if neither the first nor the second bidder executes the Contract.

PROHIBITED CONTRACTS

Section 67 of the San Diego County Administrative Code provides that the County shall not contract with, and shall reject any bid or proposal submitted by, the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit-making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners, or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months came within the provisions of subsection (a) and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
- (d) Profit-making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners, or major shareholders.

With the affixing of a signature to your response to this solicitation, officer certifies that the above provisions of the Code have been complied with, and that any exception will cause any ensuing contract to be invalid.

DRUG AND ALCOHOL POLICY

It is the policy of the Board of Supervisors that in order to attain or maintain a contract with the County, each contractor shall agree that while any contractor or the contractor's employees are performing services for the County, or using County equipment, that the contractor or the contractor's employees:

1. Shall not in any way be impaired because of being under the influence of alcohol or a drug.
2. Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.
3. Shall not sell, offer, or provide alcohol or a drug to another person.

DEBARMENT AND SUSPENSION

Contractor certifies that it, its principals, its employees and its subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any State or Federal Department or agency.
2. Have not within a 3-year period preceding this Contract been convicted of, or had a civil judgment rendered against them for, the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
4. Have not within a 3-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

State of California)
) ss
)
County of San Diego)

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, (Name) JAMES LUMM, being first duly sworn, deposes and says that he or she is (Title) PRESIDENT of (Company) LB CIVIL CONSTRUCTION the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or 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.

I hereby certify, under penalty of perjury, that the foregoing statement is true and correct.

SIGNATURE OF BIDDER 
DATE 5/19/11

County of San Diego
Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed and returned with the offer.

1. NOT-FOR-PROFIT ORGANIZATIONS

Attach proof of status and omit Paragraph 3.

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) below and the contract must be approved by the Board of Supervisors.

List of for-profit

Entity(ies): _____

If more than one, attach a separate sheet listing them all.

3. BUSINESS REPRESENTATION

3.1. DEFINITION OF A DISABLED VETERANS BUSINESS ENTERPRISE

"Disabled Veterans Business Enterprise" means a business which is at least fifty-one (51%) owned and operated by one or more veterans with a service related disability as certified by Equal Opportunity Management Office (EOMO), California Department of General Services, Office of Small Business and members of Joint Agencies Contracting Opportunities (JACO), (California Military and Veterans code, Article 6, Section 999).

3.2. REPRESENTATION AS DISABLED VETERANS BUSINESS ENTERPRISE:

This Offeror represents as a part of this offer that the ownership, operation and control of the business, in accordance with the specific definition in 3.1, I am currently certified by (Government Agency):

Certification #: _____

4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS

Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

- 4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and
- 4.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

4.3. Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 4.2 of this certification; and

4.4. Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

4.5. Are presently the target or subject of any investigation, accusation or charges by any federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is included in the proposal, as requested in the Submittal Requirements.

4.6. Contractor will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).

5. CERTIFICATE OF CURRENT COST OR PRICING

This is to certify that, to the best of my knowledge and belief, cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.

6. CERTIFICATE OF INDEPENDENT PRICING

By submission of this bid or proposal, each offeror certifies, and in the case of a joint offers, each party thereto certifies as to its own organization, that in relation to this procurement:

6.1. The prices in this bid or proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and

6.2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and

6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

CERTIFICATION

The information furnished in Paragraphs 1 through 7 is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

NAME: JAMES LUMM

SIGNATURE: _____

TITLE: PRESIDENT

DATE: 5/19/11

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

DESIGNATION OF SUBCONTRACTORS

Set forth below is the full name and the location of the place of business of each Subcontractor whom the Bidder proposes to subcontract portions of the work in excess of one-half of one percent of the total bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, and the portion of the work which will be done by each Subcontractor for each subcontract.

The Bidder's attention is directed to the provision titled "Subcontracting" of the Special Provisions contained in these Contract Documents.

NOTE: The Bidder understands that if the Bidder fails to specify a Subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the bid or \$10,000, whichever is greater, the Bidder shall be deemed to have agreed to perform such portion, and that the Bidder shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity in accordance with the provision of the Subletting and Subcontracting Fair Practices Act (Section 4100 et seq. of the California Public Contract Code).

Unless changed in the Special Provisions, at least 50 percent of the original contract price shall be performed by the Contractor's own organization.

The Business Name and Address and the Portion of Work to be Subcontracted information are required at the time of bid submittal. The remainder of the information shall be submitted **by the apparent low bidder** no later than 2:00 pm on the next business day following the bid opening date by e-mail to the Procurement Contracting Officer listed as contact for this RFB.

If no Subcontractors are to be employed on the project, enter the word "NONE."

DESIGNATION OF SUBCONTRACTORS				
PORTION OF WORK TO BE SUBCONTRACTED		BUSINESS NAME AND ADDRESS	PERCENTAGE OF TOTAL CONTRACT	LICENSE NO.
ITEM NO.	DESCRIPTION OF WORK			
1-34	CONC. DITCH	SOUTHWEST V DITCH RIVERSIDE, CA		
1-27,50 51 2-37	ELECTRIC	LEKOS ELEC. EL CAJON, CA		
1-45 2-30,31	FENCE	CROWN FENCE SAN DIEGO, CA		
1-15,46- 49 2-12 32-35	STRIPING	PAYCO SPECIALTIES CHULA VISTA, CA		

Name of Bidder LB CIVIL

TOTAL % SUBCONTRACTED _____

DESIGNATION OF SUBCONTRACTORS

DESIGNATION OF SUBCONTRACTORS				
PORTION OF WORK TO BE SUBCONTRACTED		BUSINESS NAME AND ADDRESS	PERCENTAGE OF TOTAL CONTRACT	LICENSE NO.
ITEM NO.	DESCRIPTION OF WORK			
1-18 2-13	MILL AC	PAVEMENT RECYCLING MIRA LOMA, CA		
2-28	PERVIOUS CONC.	ENVIROCRETE CITRUS HTS, CA		
1-33	STRUCTURES- DRAINAGE	SOLID STRUCT. LA MESA, CA		
1-31	MASONRY	L JOHNSON CONST. GARDENA, CA		
1-29,30 2-22,23	AC PAVING	FRANK & SON CHULA VISTA, CA		
1-32	REBAR	HARRIS REBAR LAKEIDE, CA		
1-35-40 2-24,27	FLATWORK	RENTEX ESCONDIDO, CA		

Name of Bidder LB CIVIL

TOTAL % SUBCONTRACTED _____

FOR: Construction of Jamacha Boulevard Phase II Road Improvements; Oracle Project No. 1013679

Accompanying this proposal is BIDDERS' BOND

(NOTICE: Insert the words "cash (\$ N/A), "cashier's check," "certified check," or "bidder's bond," as the case may be.) in amount equal to at least ten percent of total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows: JAM

IMPORTANT NOTICE If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

LB CIVIL CONSTRUCTION, INC
JAMES LUMM PRES./TREAS.
GEOFF BOHNE VP/SEC

Licensed in accordance with an act providing for the registration of Contractors,
License No. 888696 Classification (s) A, B Exp. Date 12/31/12

I hereby certify, under penalty of perjury, that the foregoing proposal to the Board is true and correct.

SIGN
HERE
(LB CIVIL CONSTRUCTION, INC
(Legal Name of Bidder
(
(by [Signature] (SEAL)
(Signature
(
(PRESIDENT
(Title

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a copartnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the copartnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be submitted with the bid; otherwise, the bid may be disregarded as irregular and unauthorized.

Business address 11585 SORRENTO VALLEY RD. # 104 SAN DIEGO, CA 92121

Telephone () (858) 481-5222 Fax () (858) 481-5010

E-Mail address j1umm@lbcivil.com

Dated 5/19, 20 11, at SAN DIEGO California.

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we LB Civil Construction, Inc.

as Principal, and The Guarantee Company of North America USA

as Surety, are held and firmly bound unto the County of San Diego, a political subdivision of the State of California, hereinafter called the County, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the County for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the Surety hereunder exceed the sum of Ten Percent (10%) of Bid Amount

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above-mentioned bid to the County of San Diego for certain construction specifically described as follows, for which bids are to be opened on 05/19/11 for
DATE

CONSTRUCTION OF JAMACHA BOULEVARD PHASE II ROAD IMPROVEMENTS; ORACLE PROJECT NO. 1013879

NOW THEREFORE, if the aforesaid principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefor, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the County, in the prescribed form, in accordance with the bid as accepted, and file the two bonds with the County, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

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

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this 17th day of May A.D. 2011

The Guarantee Company of North America USA

LB Civil Construction, Inc.

Capitino (SEAL) *James Lohm* (SEAL)
Charlotte Aquino, Attorney-in-Fact (SEAL) JAMES LOHM, PRESIDENT (SEAL)
Surety Principal

*Please see attached California All-Purpose Acknowledgment

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF _____)
COUNTY OF _____)

ss

On this _____ day of _____ in the year 20____, before me _____ a notary public in and for said County and State personally appeared _____ known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the _____ the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

- NOTE: (a) Signature of those executing for Surety must be properly acknowledged.
- (b) The Attorney-in-fact must attach a certified copy of Power of Attorney.

Notary Public In and for the County of _____
State of California

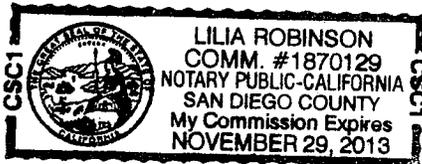
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of San Diego }

On MAY 17 2011 before me, Lilia Robinson, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Charlotte Aquino
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 [Handwritten Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- 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:
Surety 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:



THE GUARANTEE COMPANY OF NORTH AMERICA USA

Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Lawrence F. McMahon, Maria Vhanneza Guise, Sarah Myers, Charlotte Aquino
Alliant Insurance Services, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31st day of December 2003, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 18th day of January, 2011.



STATE OF MICHIGAN
County of Oakland

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

On this 18th day of January, 2011 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2012
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this _____ day of **MAY 17 2011**



Randall Musselman, Secretary

DATE: 5/19/11

ORACLE PROJECT NO. 1013679

COUNTY OF SAN DIEGO
 BIDDER DVBE INFORMATION

PROJECT TITLE: Construction of Jamacha Boulevard Phase II Road Improvements

BIDDER: LB CIVIL

BIDDER REPRESENTATIVE: JIM LUMM

ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL	NAME OF CERTIFIED DVBE TO BE USED (PRIME, SUBCONTRACTOR OR VENDOR) AND ADDRESS, TELEPHONE, AND CERTIFICATION NUMBER	DOLLAR AMOUNT TO BE PAID THIS DVBE
1/35-40 2/24-27	FLATWORK	RENTEK 419 W. 9 TH AVE ESCONDIDO, CA #1075945 760-803-4596	174,236
TOTAL DOLLARS TO CERTIFIED DVBE (PRIME, SUBCONTRACTOR OR VENDOR)			\$ 174,236

COMPUTATION OF UTILIZATION AND COMPARISON WITH THE GOAL IF BID EXCEEDS \$500,000

	CALCULATION	ESTABLISHED GOAL IF BID EXCEEDS \$500,000
Disabled Veterans	$\frac{\text{Total Amount to DVBE}}{\text{Total Bid}} \times 100 = \text{Percent of Utilization}$	
	$\frac{174,236}{2,539,391} \times 100 = 6.86\%$	3%

PART IIA

**DOCUMENTS TO BE EXECUTED BY LOW AND SECOND
LOW BIDDERS WHO FAIL TO MEET A DVBE GOAL**

**(SHALL BE SUBMITTED BY E-MAIL TO THE PROCUREMENT
CONTRACTING OFFICER LISTED AS CONTACT FOR THIS RFB
NO LATER THAN 2:00 P.M. ON THE SECOND BUSINESS DAY
FOLLOWING BID OPENING DAY)**

(Bidders are cautioned that even if their BIDDER DVBE INFORMATION form (page 2-10) indicates they will meet a stated DVBE goal, they should still consider submitting Documentation of Good Faith Effort. Submittal of satisfactory Documentation of Good Faith Effort will protect eligibility for award of a contract in the event the County, in its review, finds that a DVBE goal has not been met.)

COUNTY OF SAN DIEGO

Disabled Veteran Business Enterprise (DVBE)
“Good Faith Effort” Package

Documentation of Good Faith Effort

Transmittal Form

The DVBE Transmittal Form is to be attached and used as a cover sheet for the required certified DVBE documentation of “Good Faith Effort” which must be submitted by the low bidder and second low bidder to the County no later than 2:00 p.m. on the second business day following bid opening date.

Project Title: Construction of Jamacha Boulevard Phase II Road Improvements

Oracle Project No. : 1013679

Bid No.: _____

Bid Date: _____

Name of Contractor Submitting Bid:

Please check off the following to insure you have included them in your documentation:

____ Documentation of “Good Faith Effort” (3 pages, including this page)

____ Attachment of Any Additional Supporting Documentation

DOCUMENTATION OF GOOD FAITH EFFORT

A. List potential DVBEs that the bidder solicited for participation in this contract along with dates.

Certified DVBE Firm Name and Certification No.	Date and Method of Contact (Mail, Fax, Telephone, etc.)	Responded (Yes/No)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

Solicitations

DVBE Solicitation Sample:
Bidder must attach a sample of the solicitation sent to certified DVBE firms. If phone contact was made, document conversation: date, time, contact person, and business opportunities discussed.

DOCUMENTATION OF GOOD FAITH EFFORT

Identification of (1) all DVBEs who submitted bids or quotations. (2) Item of work, supplies or services offered which are not accepted, (3) dollar amounts of the DVBEs bids not accepted, (4) subcontractors and/or vendors who will be used instead of the DVBEs, (5) dollar amounts of these subcontractors and/or suppliers' bids, and (6) the reason for the bidder not accepting the DVBE's bid. Use additional sheets if necessary.

DVBE Name, address and Phone No. (1)	Item of Work, Supplies or Services (2)	DVBE Bid Amount (3)	Name of Subcontractor/ Vendor to be used (4)	Bid Amount Accepted (5)	Reason DVBE Bid Not Accepted (6)

NEXT BID

PART II

DOCUMENTS TO BE EXECUTED BY BIDDER

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
PROPOSAL TO THE BOARD
FOR
CONSTRUCTION OF
JAMACHA BOULEVARD PHASE II
ROAD IMPROVEMENTS
ORACLE PROJECT NO. 1013679

RFB NO.: 5070

Name of Bidder Sim J Harris, Inc.
Business Address 9685 Via Excelencia Ste 200, San Diego, CA 92126
Place of Residence --

LOCATION

The work to be performed under this Contract is located in the vicinity of Spring Valley, County of San Diego, State of California.

Said work is to be performed in accordance with the Contract and the Special Provisions annexed hereto and including Addenda Nos. 1, 2, 3, and 4, and also in accordance with the Standard Specifications of the State of California, Department of Transportation, dated May 2006, the Amendments to said Standard Specifications contained in Part VI of these Contract Documents and the modifications to said Standard Specifications and said Amendments contained in Part VII of these Contract Documents.

The work to be done is shown on plans entitled:

PLANS FOR
CONSTRUCTION OF
JAMACHA BOULEVARD
RS 629
In the Vicinity of Spring Valley
Net Length = 0.5 miles

Approved: March 30, 2011, and

PLANS FOR CONSTRUCTION OF
JAMACHA BLVD FRONTAGE ROAD
AT OMEGA IMPROVEMENTS
RS 1343-66
In The Vicinity of Spring Valley
LENGTH = 0.13 MILES

Approved: April 20, 2011, and

SAN DIEGO GAS & ELECTRIC
ELECTRIC CONSTRUCTION ORDER
OH/UG BASE DRAWING
CONSTRUCTION ORDER NO.
2942336

Approved: March 1, 2011, and

JAMACHA BLVD 20B PHASE 2
SPRING VALLEY, CA 91977

Approved: March 28, 2011.

By signing this proposal on the signature portion hereof, the undersigned, as bidder, under penalty of perjury deposes and says: that the only persons or parties interested in this Proposal as Principals are those named herein; that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said proposal; that the undersigned has carefully examined the location of the proposed work, the annexed proposed form of Contract, and the Plans, Special Provisions and Specifications therein referred to; and the undersigned proposes, and agrees if this Proposal is accepted, that the undersigned will furnish the required Bonds and Contract with the Owner, in the form and copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein set forth, and that the undersigned will take in full payment therefor the following unit and lump sum prices, to wit:

BID SCHEDULE 1 – JAMACHA BOULEVARD

(Oracle Project #1013679)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1.	Project Identification Sign	1	EA	1,250. ⁰⁰	1,250. ⁰⁰
2.	Prepare Storm Water Pollution Prevention Plan	LS	LS	LS	1,500. ⁰⁰
3.	Storm Water Annual Report	1	EA	500. ⁰⁰	500. ⁰⁰
4.	Storm Water Sampling and Analysis	10	DAY	300. ⁰⁰	3,000. ⁰⁰
5.	Rain Event Action Plan	17	EA	200. ⁰⁰	3,400. ⁰⁰
6.	Temporary Stabilized Construction Entrance	1	EA	2,000. ⁰⁰	2,000. ⁰⁰
7.	Temporary Concrete Washout (Portable)	LS	LS	LS	2,000. ⁰⁰
8.	Temporary Gravel Bag	260	EA	2. ⁰⁰	520. ⁰⁰
9.	Temporary Fiber Roll	310	LF	10. ⁰⁰	3,100. ⁰⁰
10.	Temporary Silt Fence	2,300	LF	2.50	5,750. ⁰⁰
11.	BMP Maintenance Cost Sharing	4,000	DLR	1.00	4,000
12.	Construction Site Management	LS	LS	LS	10,000. ⁰⁰
13.	Temporary Fence (Type ESA)	4,114	LF	3.00	12,342. ⁰⁰
14.	Traffic Control	LS	LS	LS	135,000. ⁰⁰
15.	Remove Traffic Striping and Marking	557	SF	1.00	557. ⁰⁰
16.	Temporary Sound Wall (Timber)	32,544	SF	6. ⁰⁰	195,264. ⁰⁰
17.	Remove Asphalt Concrete	2,392	SY	2.50	5,980. ⁰⁰

Name of Bidder Sim J Harris, Inc.

BID SCHEDULE 1 – JAMACHA BOULEVARD (continued)

(Oracle Project #1013679)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
18.	Plane Asphalt Concrete Pavement	17,724	SY	2.00	35,448.00
19.	Clearing and Grubbing	LS	LS	LS	55,000.00
20.	Roadway Excavation	986	CY	85.00	83,810.00
21.	Structure Excavation (Retaining Wall)	3,197	CY	40.00	127,880.00
22.	Structure Backfill (Retaining Wall)	2,070	CY	25.00	51,750.00
23.	Trench Safety and Shoring of Excavations	LS	LS	LS	10,000.00
24.	Move In/Move Out (Erosion Control)	1	EA	250.00	250.00
25.	Erosion Control (Type D)	1,623	SY	2.00	3,246.00
26.	Adjust Manhole Cover	10	EA	400.00	4,000.00
27.	Adjust Pull Box To Grade	6	EA	150.00	900.00
28.	Aggregate Base, Class 2	864	CY	55.00	47,520.00
29.	Asphalt Concrete, Type B	2,223	TON	105.00	233,415.00
30.	Rubberized Asphalt Concrete, Type G	2,141	TON	110.00	235,510.00
31.	Retaining Wall Stem (Masonry)	10,300	SF	25.00	257,500.00
32.	Class 2 Concrete (Wall Footing)	796	CY	400.00	318,400.00
33.	Curb Outlet	4	EA	1,500.00	6,000.00
34.	Drainage Ditch (Type B)	1,120	LF	25.00	28,000.00
35.	Minor Concrete (Curb and Gutter)	2,771	LF	20.00	55,420.00
36.	Minor Concrete (Cross Gutter)	23	CY	1,200.00	27,600.00
37.	Minor Concrete (Sidewalk)	153	CY	350.00	53,550.00
38.	Minor Concrete (Driveway)	5	CY	2,500.00	12,500.00
39.	Minor Concrete (Curb Ramp)	17	CY	475.00	8,075.00
40.	Minor Concrete (Curb Ramp, DS-21)	10	CY	725.00	7,250.00
41.	Bioswale	3,372	SF	12.00	40,464.00

Name of Bidder Sim J Harris, Inc.

BID SCHEDULE 1 – JAMACHA BOULEVARD (continued)

(Oracle Project #1013679)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
42.	18" Corrugated P.V.C. Pipe	204	LF	60. ⁰⁰	12,240. ⁰⁰
43.	6" Perforated Plastic Pipe Underdrain	150	LF	65. ⁰⁰	9,750. ⁰⁰
44.	Curb Inlet Basket	2	EA	600. ⁰⁰	1,200. ⁰⁰
45.	Cable Railing	1,112	LF	13. ⁰⁰	14,456. ⁰⁰
46.	Roadside Sign (One Post)	5	EA	300. ⁰⁰	1,500. ⁰⁰
47.	Paint Traffic Stripe (2-Coat)	19,088	LF	0.25	4,772. ⁰⁰
48.	Paint Pavement Marking (2-Coat)	245	SF	2. ⁰⁰	490. ⁰⁰
49.	Pavement Marker, Reflective	170	EA	3. ⁰⁰	510. ⁰⁰
50.	Traffic Signal and Safety Lighting System	LS	LS	LS	35,000. ⁰⁰
51.	Street Light (Concrete Standard)	6	EA	5,000. ⁰⁰	30,000. ⁰⁰
52.	Field Orders	40,000	DLR	1.00	40,000.00
BID SCHEDULE 1 TOTAL					2,239,569. ⁰⁰

BID SCHEDULE 2 – JAMACHA BLVD FRONTAGE ROAD AT OMEGA IMPROVEMENTS

(Oracle Project #1013679)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1.	Project Identification Sign	1	EA	1,250. ⁰⁰	1,250. ⁰⁰
2.	Prepare Storm Water Pollution Prevention Plan	LS	LS	LS	2,500. ⁰⁰
3.	Storm Water Annual Report	1	EA	500. ⁰⁰	500. ⁰⁰
4.	Storm Water Sampling and Analysis	10	DAY	300. ⁰⁰	3,000. ⁰⁰
5.	Rain Event Action Plan	17	EA	250. ⁰⁰	4,250. ⁰⁰
6.	Temporary Concrete Washout (Portable)	LS	LS	LS	1,000. ⁰⁰
7.	Temporary Gravel Bag	500	EA	2. ⁰⁰	1,000. ⁰⁰
8.	Temporary Silt Fence	3,000	LF	2.50	7,500. ⁰⁰
9.	BMP Maintenance Cost Sharing	5,000	DLR	1.00	5,000

Name of Bidder Sim J Harris, Inc.

7/09

2-3b

PART 2/COUNTY

BID SCHEDULE 2 – JAMACHA BLVD FRONTAGE ROAD AT OMEGA IMPROVEMENTS (cont'd)
 (Oracle Project #1013679)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
10.	Construction Site Management	LS	LS	LS	26,928.00 ✓
11.	Traffic Control	LS	LS	LS	36,000.00 ✓
12.	Remove Traffic Striping and Marking	6,951	SF	1.00	6,951.00
13.	Plane Asphalt Concrete Pavement	4,981	SY	4.00	19,924.00
14.	Clearing and Grubbing	LS	LS	LS	10,000.00
15.	Roadway Excavation	491	CY	90.00	44,190.00
16.	Imported Borrow	102	CY	55.00	5,610.00
17.	Move In/Move Out (Erosion Control)	1	EA	200.00	200.00
18.	Erosion Control (Type D)	613	SY	2.00	1,226.00
19.	Adjust Manhole Cover	4	EA	425.00	1,700.00
20.	Adjust Pull Box To Grade	3	EA	175.00	525.00
21.	Aggregate Base, Class 2	350	CY	105.00	36,750.00
22.	Asphalt Concrete, Type B	206	TON	115.00	23,690.00
23.	Rubberized Asphalt Concrete, Type G	416	TON	120.00	49,920.00
24.	Minor Concrete (Curb and Gutter)	2,116	LF	20.00	42,320.00 ✓
25.	Minor Concrete (Cross Gutter)	5	CY	1,200.00	6,000.00
26.	Minor Concrete (Sidewalk)	19	CY	350.00	6,650.00
27.	Minor Concrete (Driveway)	32	CY	375.00	12,000.00
28.	Pervious Concrete Pavement	94	CY	535.00	50,290.00
29.	Geogrid	110	SY	5.00	550.00
30.	Reconstruct Metal Beam Guardrail	345	LF	22.00	7,590.00
31.	Fence, Wood (H=6FT)	210	LF	50.00	10,500.00
32.	Paint Traffic Stripe (2-Coat)	5,420	LF	0.30	1,626.00
33.	Paint Pavement Marking (2-Coat)	500	SF	2.00	1,000.00

Name of Bidder Sim J Harris, Inc.

BID SCHEDULE 2 – JAMACHA BLVD FRONTAGE ROAD AT OMEGA IMPROVEMENTS
(continued)

(Oracle Project #1013679)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
34.	Pavement Marker, Reflective	146	EA	3. ⁰⁰	438. ⁰⁰
35.	Roadside Sign (One Post)	5	EA	300. ⁰⁰	1500. ⁰⁰
36.	Cluster Mailbox Unit (8 Deliveries)	2	EA	4,000. ⁰⁰	8,000. ⁰⁰
37.	Relocate Street Light	3	EA	2,000. ⁰⁰	6,000. ⁰⁰
38.	Bioretention Area	60	SF	50. ⁰⁰	3,000. ⁰⁰
39.	3" Perforated Plastic Pipe Underdrain	12	LF	130. ⁰⁰	1,560. ⁰⁰
40.	Curb Inlet Basket	3	EA	3,500. ⁰⁰	10,500. ⁰⁰
41.	Field Orders	20,000	DLR	1.00	20,000.00
BID SCHEDULE 2 TOTAL					485,930.⁰⁰

ADDITIVE ALTERNATE 1

(Oracle Project #1013679)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1.	Undergrounding SDG&E Facilities	LS	LS	LS	205,000. ⁰⁰
ADDITIVE ALTERNATE 1 TOTAL					205,000.⁰⁰

ADDITIVE ALTERNATE 2

(Oracle Project #1013679)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1.	Undergrounding Cox Cable Facilities	LS	LS	LS	65,000. ⁰⁰
ADDITIVE ALTERNATE 2 TOTAL					65,000.⁰⁰

Name of Bidder Sim J Harris, Inc.

BID SCHEDULE 1 TOTAL.....\$ 2,239,569.⁰⁰
BID SCHEDULE 2 TOTAL.....\$ 485,431.⁰⁰
BASE BID (BID SCHEDULE 1 PLUS BID SCHEDULE 2).....\$ 2,725,000.⁰⁰
ADDITIVE ALTERNATE 1 TOTAL.....\$ 205,000.⁰⁰
ADDITIVE ALTERNATE 2 TOTAL.....\$ 65,000.⁰⁰

Name of Bidder Sim J Harris, Inc

BID COMPARISON AND AWARD

If this Proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give in sums as stated in the Notice to Contractors Inviting Bids, both a faithful Performance Bond, and a Payment Bond as required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3, of the California Civil Code, with surety satisfactory to the Owner within the time specified in Section 3-1.03 of the Standard Specifications after the undersigned has received notice of the award of the Contract from the Owner and that the Contract is ready for signature, the Owner may, at its option, determine that the bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of the security accompanying this Proposal shall operate and the same shall be the property of the Owner.

Bids are required for the entire work. The amount of the bid for comparison purposes will be the Base Bid (Bid Schedule 1 plus Bid Schedule 2). Additive alternates will not be considered for purpose of bid comparison.

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

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

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

The quantities listed in the Proposal are approximate only. Payment for work done will be made at the contract unit prices bid as applied to the quantities actually constructed or installed.

Award of the Contract, if awarded, will be to the lowest responsible bidder for the Base Bid (Bid Schedule 1 plus Bid Schedule 2) plus any combination of the additive alternates, as determined by the Owner, subject to the Owner's right to reject any or all bids and to waive any informality or irregularity in the bids or bidding. Bids in which the prices are obviously unbalanced may be rejected.

Contract unit prices bid by the lowest responsive and responsible bidder shall be locked in for the duration of the contract, and the Owner has the right to award additional Additive Alternates at the unit prices bid, if additional funding becomes available.

Award of the Contract, if awarded, will be made to the lowest responsible bidder within forty-five (45) calendar days from the date specified for the opening of bids; within sixty (60) calendar days to the second lowest responsible bidder if the first does not execute the Contract; and within seventy-five (75) calendar days to the third lowest responsible bidder if neither the first nor the second bidder executes the Contract.

PROHIBITED CONTRACTS

Section 67 of the San Diego County Administrative Code provides that the County shall not contract with, and shall reject any bid or proposal submitted by, the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit-making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners, or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months came within the provisions of subsection (a) and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
- (d) Profit-making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners, or major shareholders.

With the affixing of a signature to your response to this solicitation, officer certifies that the above provisions of the Code have been complied with, and that any exception will cause any ensuing contract to be invalid.

DRUG AND ALCOHOL POLICY

It is the policy of the Board of Supervisors that in order to attain or maintain a contract with the County, each contractor shall agree that while any contractor or the contractor's employees are performing services for the County, or using County equipment, that the contractor or the contractor's employees:

- 1. Shall not in any way be impaired because of being under the influence of alcohol or a drug.
- 2. Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.
- 3. Shall not sell, offer, or provide alcohol or a drug to another person.

DEBARMENT AND SUSPENSION

Contractor certifies that it, its principals, its employees and its subcontractors:

- 1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any State or Federal Department or agency.
- 2. Have not within a 3-year period preceding this Contract been convicted of, or had a civil judgment rendered against them for, the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- 4. Have not within a 3-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

State of California)
) ss
)
County of San Diego)

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, (Name) Jim Coffman, being first duly sworn, deposes and says that he or she is (Title) President/Sec/Owner of (Company) Sim J Harris, Inc the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or 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.

I hereby certify, under penalty of perjury, that the foregoing statement is true and correct.

SIGNATURE OF BIDDER 
DATE 05/19/2011

County of San Diego
Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed and returned with the offer.

1. NOT-FOR-PROFIT ORGANIZATIONS
Attach proof of status and omit Paragraph 3.

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) below and the contract must be approved by the Board of Supervisors.

List of for-profit Entity(ies): N / A
If more than one, attach a separate sheet listing them all.

3. BUSINESS REPRESENTATION

3.1. DEFINITION OF A DISABLED VETERANS BUSINESS ENTERPRISE

"Disabled Veterans Business Enterprise" means a business which is at least fifty-one (51%) owned and operated by one or more veterans with a service related disability as certified by Equal Opportunity Management Office (EOMO), California Department of General Services, Office of Small Business and members of Joint Agencies Contracting Opportunities (JACO), (California Military and Veterans code, Article 6, Section 999).

3.2. REPRESENTATION AS DISABLED VETERANS BUSINESS ENTERPRISE:

This Offeror represents as a part of this offer that the ownership, operation and control of the business, in accordance with the specific definition in 3.1, I am currently certified by (Government. Agency):

Certification #: N / A

4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS

Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

- 4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and
- 4.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

- 4.3. Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 4.2 of this certification; and
- 4.4. Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
- 4.5. Are presently the target or subject of any investigation, accusation or charges by any federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is included in the proposal, as requested in the Submittal Requirements.
- 4.6. Contractor will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).

5. CERTIFICATE OF CURRENT COST OR PRICING

This is to certify that, to the best of my knowledge and belief, cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.

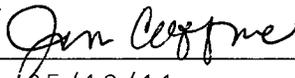
6. CERTIFICATE OF INDEPENDENT PRICING

By submission of this bid or proposal, each offeror certifies, and in the case of a joint offers, each party thereto certifies as to its own organization, that in relation to this procurement:

- 6.1. The prices in this bid or proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and
 - 6.2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and
 - 6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.
7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

CERTIFICATION

The information furnished in Paragraphs 1 through 7 is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

NAME: Jim Coffman SIGNATURE: 
TITLE: President DATE: 05/19/11

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

DESIGNATION OF SUBCONTRACTORS

Set forth below is the full name and the location of the place of business of each Subcontractor whom the Bidder proposes to subcontract portions of the work in excess of one-half of one percent of the total bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, and the portion of the work which will be done by each Subcontractor for each subcontract.

The Bidder's attention is directed to the provision titled "Subcontracting" of the Special Provisions contained in these Contract Documents.

NOTE: The Bidder understands that if the Bidder fails to specify a Subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the bid or \$10,000, whichever is greater, the Bidder shall be deemed to have agreed to perform such portion, and that the Bidder shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity in accordance with the provision of the Subletting and Subcontracting Fair Practices Act (Section 4100 et seq. of the California Public Contract Code).

Unless changed in the Special Provisions, at least 50 percent of the original contract price shall be performed by the Contractor's own organization.

The Business Name and Address and the Portion of Work to be Subcontracted information are required at the time of bid submittal. The remainder of the information shall be submitted **by the apparent low bidder** no later than 2:00 pm on the next business day following the bid opening date by e-mail to the Procurement Contracting Officer listed as contact for this RFB.

If no Subcontractors are to be employed on the project, enter the word "NONE."

DESIGNATION OF SUBCONTRACTORS				
PORTION OF WORK TO BE SUBCONTRACTED		BUSINESS NAME AND ADDRESS	PERCENTAGE OF TOTAL CONTRACT	LICENSE NO.
ITEM NO.	DESCRIPTION OF WORK			
31(P) 32	Retaining Wall (masonry) Class 2 concrete	L Johnson Gardena, CA		
Sch. 1 Sch. 2 alt. 1 & 2 50, 51 37	Electrical / Street Light Underground utilities	Select Electric Inc PO Box 143957, Sparks Valley, CA 91977		297034
Sch. 2 28	PerVIOUS Concrete Pavement	Enviro-Crete, Inc PO Box 213 Citrus Heights CA 95621		902980
31(P)		Harris Rebar Lakeside CA		

Name of Bidder Sim J HARRIS, Inc. TOTAL % SUBCONTRACTED _____

DESIGNATION OF SUBCONTRACTORS

DESIGNATION OF SUBCONTRACTORS				
PORTION OF WORK TO BE SUBCONTRACTED		BUSINESS NAME AND ADDRESS	PERCENTAGE OF TOTAL CONTRACT	LICENSE NO.
ITEM NO.	DESCRIPTION OF WORK			
34	Dumpster Ditch	Southwest V-Ditch Riverside, CA		
	Striping + Marking	Provo Specialties Chula Vista		
	Cable Railing MDR Fence	Crown Fence CA San Diego		
	Plane AC Pavement	Reverent Recycling Systems Mira Loma, CA		

Name of Bidder Sim J Harris, Inc. TOTAL % SUBCONTRACTED _____

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we SIM J. HARRIS, INC.

as Principal, and SAFECO INSURANCE COMPANY OF AMERICA

as Surety, are held and firmly bound unto the County of San Diego, a political subdivision of the State of California, hereinafter called the County, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the County for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the Surety hereunder exceed the sum of TEN PERCENT OF THE TOTAL AMOUNT BID IN DOLLARS - - -

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above-mentioned bid to the County of San Diego for certain construction specifically described as follows, for which bids are to be opened on 5/19/2011 for DATE

CONSTRUCTION OF JAMACHA BOULEVARD PHASE II ROAD IMPROVEMENTS; ORACLE PROJECT NO. 1013679

NOW THEREFORE, if the aforesaid principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefor, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the County, in the prescribed form, in accordance with the bid as accepted, and file the two bonds with the County, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

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

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this 12TH day of MAY A.D. 2011.

SAFECO INSURANCE COMPANY OF AMERICA

(SEAL) SIM J. HARRIS, INC.

(SEAL)

Erika A. Nicholas
Surety

(SEAL)

Jim Coffman
Principal

(SEAL)

(SEAL)

ERIKA A. NICHOLAS, ATTORNEY-IN-FACT

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF _____

ss

COUNTY OF _____

On this _____ day of _____

in the year 20_____ before me

appeared _____ a notary public in and for said County and State personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the _____ the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

- NOTE: (a) Signature of those executing for Surety must be properly acknowledged.
- (b) The Attorney-in-fact must attach a certified copy of Power of Attorney.

Notary Public In and for the County of _____

State of California

see attached acknowledgment for surety

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

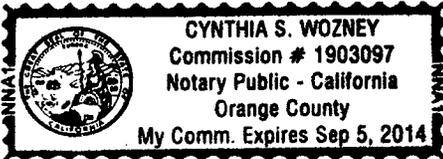
County of Orange

On May 12, 2011 before me, Cynthia S. Wozney, Notary Public

Personally appeared Erika A. Nicholas

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 *Cynthia S. Wozney*
Signature of Notary Public

OPTIONAL

Capacity(ies) Claimed by Signer(s)

- Individual
- Partner Limited General
- Attorney-in-Fact
- Trustee
- Guardian of Conservator
- Other _____

Signer is Representing: SAFECO INSURANCE COMPANY OF AMERICA

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.

**SAFECO INSURANCE COMPANY OF AMERICA
SEATTLE, WASHINGTON
POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS: That Safeco 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 **JOHN M. GARRETT, STEVEN C. MOSIER, DENISE BENNETT, ERIKA A. NICHOLAS, CYNTHIA S. WOZNEY, CHARISE EBERHARD, PAUL A. BLAND, ALL OF THE CITY OF IRVINE, 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 **SEVENTY FIVE MILLION AND 00/100***** DOLLARS (\$ 75,000,000.00*****)** each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

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

ARTICLE 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 Safeco 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 Safeco Insurance Company of America has been affixed thereto in Plymouth Meeting, Pennsylvania this 21st day of October, 2010.



SAFECO INSURANCE COMPANY OF AMERICA

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

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 21st day of October, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Safeco 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 Safeco 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 Safeco 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 Safeco 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 Safeco 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 12TH 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 fiducial value guaranties.

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.

DATE: 05/19/11

ORACLE PROJECT NO. 1013679

COUNTY OF SAN DIEGO
 BIDDER DVBE INFORMATION

PROJECT TITLE: Construction of Jamacha Boulevard Phase II Road Improvements

BIDDER: Sim J Harris, Inc.

BIDDER REPRESENTATIVE: Maria Corrao

ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL	NAME OF CERTIFIED DVBE TO BE USED (PRIME, SUBCONTRACTOR OR VENDOR) AND ADDRESS, TELEPHONE, AND CERTIFICATION NUMBER	DOLLAR AMOUNT TO BE PAID THIS DVBE
TOTAL DOLLARS TO CERTIFIED DVBE (PRIME, SUBCONTRACTOR OR VENDOR)			\$

COMPUTATION OF UTILIZATION AND COMPARISON WITH THE GOAL IF BID EXCEEDS \$500,000
 ESTABLISHED GOAL IF BID EXCEEDS \$500,000

CALCULATION		ESTABLISHED GOAL IF BID EXCEEDS \$500,000
Disabled Veterans	$\frac{\text{Total Amount to DVBE}}{\text{Total Bid}} \times 100 = \text{Percent of Utilization}$	3%
	$\text{_____} \times 100 = \text{_____}\%$	



Winston F. McColl
Director

County of San Diego
Department of Purchasing and Contracting
10089 Willow Creek Road, Suite 150, San Diego, California 92131-1699

TELEPHONE (858) 537-2500
FAX (858) 715-6452

May 12, 2011

ADDENDUM 1

TO: Jamacha Boulevard Phase II Road Improvements; Oracle Project No. 1013679

BID OPENING DATE: May 19, 2011

RFB 5070

This Addendum 1 corrects and clarifies the contract documents.

1. Delete page 2-3d from the contract document, and replace with the attached page 2-3d (Addendum 1). Changes are marked with a vertical line along the left margin.
2. Two locations for Relocate Street Light are identified in the Omega (B) plan set. One additional location, not shown on the Omega (B) plan set but included in the work to be done, is at Station 6+40 on the north side of Jamacha Boulevard and it is to be relocated to the back of new sidewalk.
3. For additional clarification regarding existing site topography for Jamacha Boulevard, "Additional existing topo northwest of Jamacha Blvd sta 69+00 to 72+00 (extension of sheets 6 & 7 of 25)" has been posted to BuyNet for informational purposes only and is not part of the Contract Documents.
4. One curb inlet basket is identified in the Omega (B) plan set. Two additional locations, not shown on the Omega (B) plan set but included in the work to be done, are at curb inlets on east side of San Diego Street, approximately 50 feet south of intersection with Jamacha Boulevard and on north side of Jamacha Blvd approximately 100 feet west of intersection with Huron Street.
5. Under Part V.A., Section 34. "Bioswale", add the following section:

"EPDM Liner

DESCRIPTION

EPDM liner shall be Mule-Hide Products Co., Inc. P.O. Box 1057, Beloit, WI 53512-1057 • Tel: 608/365-3111 • Fax: 608/365-7852 or approved equal. EPDM liner is a nominal 0.040" thick non-reinforced Ethylene Propylene Diene Terpolymer (EPDM) based elastomeric waterproofing liner for use in recreational, commercial and industrial water containment applications. EPDM liner is available in 10'- 45' widths and 50'- 100' lengths (Special Order 20' x 200' also available). EPDM liner has a wide variety of applications including landscaping and the lining of agricultural, commercial and industrial reservoirs, catch basins, and retention ponds. Liner is typically marked in blue non-fading ink with a PL1MM marking to distinguish it from roofing membranes.

EPDM Liner Specifications

Property	Test Method	Specification	Typical Properties
Color		Gray/Black	
Thickness Tolerance %	ASTM D 412	± 10	± 10
Tensile Strength min., Psi	ASTM D 412	1305	1600
Elongation, ultimate min., %	ASTM D 412	350	500
Hardness, Durometer A	ASTM D 2240	60 ± 10	60
Tear Resistance min., lbf/in	ASTM D 624 (Die C)	175	200
Brittleness Temperature max., °F	ASTM D 746	- 75	- 85
Water Vapor Permeance max., perms	ASTM E 96 (Proc. B or BW)	0.10	0.05
Resistance to Water Absorption % Change in mass max., after 7 d immersion @ 158 °F	ASTM D 471	+ 4.0 -2.0	± 2.0
Resistance to Soil Burial (Maximum % change in original value) 1. Tensile Strength 2. Elongation, ultimate	ASTM D 3083 (modified)**	± 5 ± 10	Pass Pass
Resistance to Heat Aging Properties after 4 weeks @ 240° F Tensile Strength, min psi Elongation, ultimate min., % Tear Resistance, min., lbf/in Linear dimensional change, max., %	ASTM D 573	1205 225 150 ± 1.0	1600 250 240 -0.4
Ozone Resistance Condition after exposure to 100 pphm ozone in air for 168 hrs @ 140°F (sample under 50% strain)	ASTM D 1149	No Cracks	No Cracks
Root Penetration	DIN 4106	No Penetration	No Penetration
Resistance to Outdoor Ultraviolet Weathering, Xenon-Arc, 4000 h exposure @ 176°F Black panel temperature, visual condition	ASTM G 26	No Cracks	No Cracks

INSTALLATION INSTRUCTIONS

Installation procedures vary as to the type of application employed and the specific job requirements.

When installed correctly, it is difficult to find a more efficient water barrier. Surfaces in contact with the EPDM liner must be clean, smooth, free of fins, sharp edges, loose and foreign materials, oil and grease. Before installing the liner, examine surfaces and find them satisfactory. It is recommended that a protective liner or fabric, such as a reinforced stone mat, be installed prior to installation of the EPDM liner. Place the EPDM liner in its final position without stretching and allow the to relax for ½ hour before final positioning and securement.

LINER SPLICING

Fold the top sheet back 12 inches for cleaning and splice adhesive application. Remove dirt, foreign materials and excess dust from splice area by brooming or wiping with Seam

Cleaner. If necessary, scrub the sheet with warm soapy water and rinse with clean water. Clean the dry splice area of both sheets by scrubbing with clean natural fiber rags using Seam Cleaner. The liner surface shall be solid black in color. Extra cleaning is required along a factory seam which intersects a splice area. Sponges, sponge mops, squeegees, brushes, paint rollers, etc. must not be used.

Seam cleaner and its fumes are extremely flammable. Do not breathe vapors or use near fire, flame, or in a confined or unventilated area. Dispense only from an OSHA approved or equivalent safety can. Neoprene solvent resistant gloves are recommended for hand protection when seam cleaner is being used.

Stir splice adhesive, thoroughly scraping the sides and bottom of the can (minimum 5 minutes stirring is recommended). Splice adhesive should be used with the EPDM liner. Properly stirred splice adhesive will have a solid black appearance with no heavier black material remaining on the bottom or sides of the can.

Most EPDM adhesives and their fumes contain petroleum distillates and are extremely flammable. They contain solvents that are dangerous fire and explosion hazards when exposed to heat, flame or sparks. Consult container label, Material Safety Data Sheets, and product data sheet for specific information.

Apply splice adhesive to both mating surfaces with either a 3 or 4 inch wide medium nap roller. Apply adhesive smoothly and evenly to obtain 100% coverage. Do not allow the adhesive to glob or puddle. One gallon of splice adhesive will achieve an approximate coverage rate of 85 linear feet of 6" wide completed seam (when coated surface is approximately 7 inches wide on both mating surfaces). Allow the adhesive to dry until it is tacky but will not string to a dry finger touch and will not move when pushed with a dry finger. Roll the top sheet onto the mating surface. Take care not to stretch or wrinkle the EPDM liner sheet and assemble the seam with hand pressure by wiping toward the splice edge. Roll the splice with a 2 inch wide steel roller using positive pressure toward the splice edge. Do not roll parallel to the splice edge. Wait at least two hours and clean the dry splice edge, extending at least 1 inch onto the top and bottom liner with Seam Cleaner. Apply a minimum of ¼ inch bead of Lap Sealant to the splice edge. Lap sealant must be completed by the end of each day. Allow a minimum of 24 hours for Lap Sealant to cure.

Full compensation for EPDM liner is included in the contract price paid per square foot for bioswale and no additional compensation will be allowed therefor."

6. Under Part V.B., Section 31. "Bioretention Area", add the following section:

"EPDM Liner

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Full compensation for EPDM liner is included in the contract price paid per square foot for bioretention area and no additional compensation will be allowed therefor."

7. Under Part V.A., Section 34. "Bioswale", and under Part V.B., Section 31. "Bioretention Area", delete all references to "waterproof fabric" and replace with "EPDM liner".
8. Section 22. "Minor Concrete", on Page 5B-67 of the Contract Documents, add the following paragraph immediately following the paragraph starting with, "Minor concrete (Cross-gutter).....":

"Full compensation for Minor concrete for Raised Concrete Island and Raised 4" PCC Concrete Island is included in the contract price paid per square yard price for Minor Concrete (sidewalk) and no separate payment will be made therefor."

9. Part IV of the Contract Documents replace Section 34. (Blank) with the following:

"34. Compensation Adjustments for Price Index Fluctuations

The provisions of this section shall apply only to the following contract items:

Asphalt Concrete, Type B
Rubberized Asphalt Concrete, Type G

The compensation payable for the above said items will be subject to being increased or decreased in accordance with the provisions of this section for paving asphalt price fluctuations exceeding five percent (I_u / I_b is greater than 1.05 or less than 0.95) which occur during performance of the work.

Asphalt Quantities

Asphalt Concrete

The Engineer calculates the quantity of asphalt in asphalt-concrete using the following formula:

$$Q_h = ACTT \times [X_a / (100 + X_a)]$$

where:

Q_h = quantity in tons of asphalt used in asphalt concrete

ACTT = asphalt concrete total tons placed

X_a = theoretical asphalt content from mix formula expressed as a percentage of weight of dry aggregate

Rubberized Asphalt Concrete

The Engineer calculates the quantity of asphalt in asphalt-concrete using the following formula:

$$Q_{rac} = RACTT \times [X_a / (100 + X_a)]$$

where:

Q_{rap} = quantity in tons of asphalt used in asphalt concrete

RACTT = rubberized asphalt concrete total tons placed

X_a = theoretical asphalt content from mix formula expressed as a percentage of weight of dry aggregate

The adjustment in compensation will be determined in accordance with the following formulas when asphalt concrete Type B or G is included in a monthly estimate:

Total monthly payment adjustment is as follows:

$$PA = Q_t A$$

For an increase in crude oil price index exceeding five percent:

$$A = [(I_u/I_b) - 1.05] \times I_b \times [1 + (T/100)]$$

For a decrease in crude oil price index exceeding five percent:

$$A = [(I_u/I_b) - 0.95] \times I_b \times [1 + (T/100)]$$

Where:

- A = Adjustment in dollars per ton of paving asphalt used to produce materials placed in the work rounded to the nearest \$0.01.
- I_u = California Statewide Crude Oil Price Index for the month in which the quantity of asphalt subject to adjustment was placed in the work.
- I_b = California Statewide Crude Oil Price Index for the month in which the bid opening for the project occurred.
- Q_t = Sum of quantities of asphalt used (Q_h + Q_{rap}) in producing the quantity of asphalt concrete shown under "This Estimate" on the monthly estimate using the amount of asphalt determined by the Engineer.
- T = Sales and use tax, expressed as a percentage, currently in effect in the tax jurisdiction where the material is placed.

The adjustment in compensation will also be subject to the following:

- a. The compensation adjustments provided herein will be shown separately on payment estimates. The Contractor shall be liable to the Owner for decreased compensation adjustments and the Owner may deduct the amount thereof from any moneys due or that may become due the Contractor.
- b. Compensation adjustments made under this section will be taken into account in making adjustments under Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications.
- c. The total price adjustment for price index increases of paving asphalt on this project shall not exceed \$147,700.
- d. In the event of an overrun of contract time, adjustment in compensation for paving asphalt included in estimates during the overrun period will be determined using the California Statewide Paving Asphalt Price Index in effect on the first business day of the month within the pay period in which the overrun began.

The California Statewide Crude Oil Price Index is determined each month of the first business day of the month by the Department of Transportation of the State of California using the median of posted prices in effect as posted by Chevron, Exxon Mobil and Union 76 for the Buena Vista, Huntington Beach, and Midway Sunset fields."

This addendum is required to be inserted in the Contract Documents by the bidder and acknowledged by the bidder on page 2-2 of the Proposal to the Board, at the time of submitting the bid.

If you have any questions or comments, please contact Hugo Mora, Procurement Contracting Officer at: Hugo.Mora@sdcounty.ca.gov.

Hugo Mora for

WINSTON F. McCOLL, Director
Department of Purchasing and Contracting

WFM:HM

Attachment forming part of this Addendum 1:

1. Page 2-3d (Addendum 1)

BID SCHEDULE 2 – JAMACHA BLVD FRONTAGE ROAD AT OMEGA IMPROVEMENTS
(continued)

(Oracle Project #1013679)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
34.	Pavement Marker, Reflective	146	EA		
35.	Roadside Sign (One Post)	5	EA		
36.	Cluster Mailbox Unit (8 Deliveries)	2	EA		
37.	Relocate Street Light	4	EA		
38.	Bioretention Area	22	SF		
39.	3" Perforated Plastic Pipe Underdrain	12	LF		
40.	Curb Inlet Basket	2	EA		
41.	Field Orders	20,000	DLR	1.00	20,000.00
 BID SCHEDULE 2 TOTAL					

ADDITIVE ALTERNATE 1

(Oracle Project #1013679)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1.	Undergrounding SDG&E Facilities	LS	LS	LS	
ADDITIVE ALTERNATE 1 TOTAL					

ADDITIVE ALTERNATE 2

(Oracle Project #1013679)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1.	Undergrounding Cox Cable Facilities	LS	LS	LS	
ADDITIVE ALTERNATE 2 TOTAL					

Name of Bidder _____



Winston F. McColl
Director

County of San Diego
Department of Purchasing and Contracting
10089 Willow Creek Road, Suite 150, San Diego, California 92131-1699

TELEPHONE (858) 537-2500
FAX (858) 715-6452

May 16, 2011

ADDENDUM 2

TO: Jamacha Boulevard Phase II Road Improvements; Oracle Project No. 1013679

BID OPENING DATE: May 19, 2011

RFB 5070

This Addendum 2 corrects and clarifies the contract documents.

1. Insert the attached Page 8-32a (Addendum 2), "Limits of Payment for Excavation and Backfill Bridge Surcharge and Wall", immediately following Page 8-32.
2. SWPPP Template, "Storm Water Pollution Prevention Plan (SWPPP) for Risk Level 1 Construction Activities" has been posted to BuyNet per Part V.A., Section 4 and Part V.B. Section 2, "Water Pollution Control".
3. "Jamacha Boulevard Phase II – Section at Temporary Wood Frame Sound Wall" for Temporary Fence (Type ESA) has been posted to BuyNet for information only and is not part of the contract documents.
4. Under Part V.A., Section 18. "Clearing and Grubbing", under "TREE REMOVAL" delete the second paragraph and replace with the following:

"All tree removal shall occur prior to January 15, 2012, the raptor breeding season. All other vegetation shall be removed by March 1, 2012 prior to the sensitive bird breeding season. Vegetation can be removed within the temporary impact area from start of construction until March 1, 2012. During the bird breeding season, March 1 through September 15, vegetation should be maintained below 8" in height until it is permanently removed. If vegetation grows above 8" in height it will need to be surveyed by a county provided biologist prior to removing it during the breeding season (Trees and vegetation have been trimmed down by the county to discourage birds from nesting on the project site)."

This addendum is required to be inserted in the Contract Documents by the bidder and acknowledged by the bidder on page 2-2 of the Proposal to the Board, at the time of submitting the bid.

If you have any questions or comments, please contact Hugo Mora, Procurement Contracting Officer at: Hugo.Mora@sdcounty.ca.gov.

Hugo Mora for

WINSTON F. McCOLL, Director
Department of Purchasing and Contracting

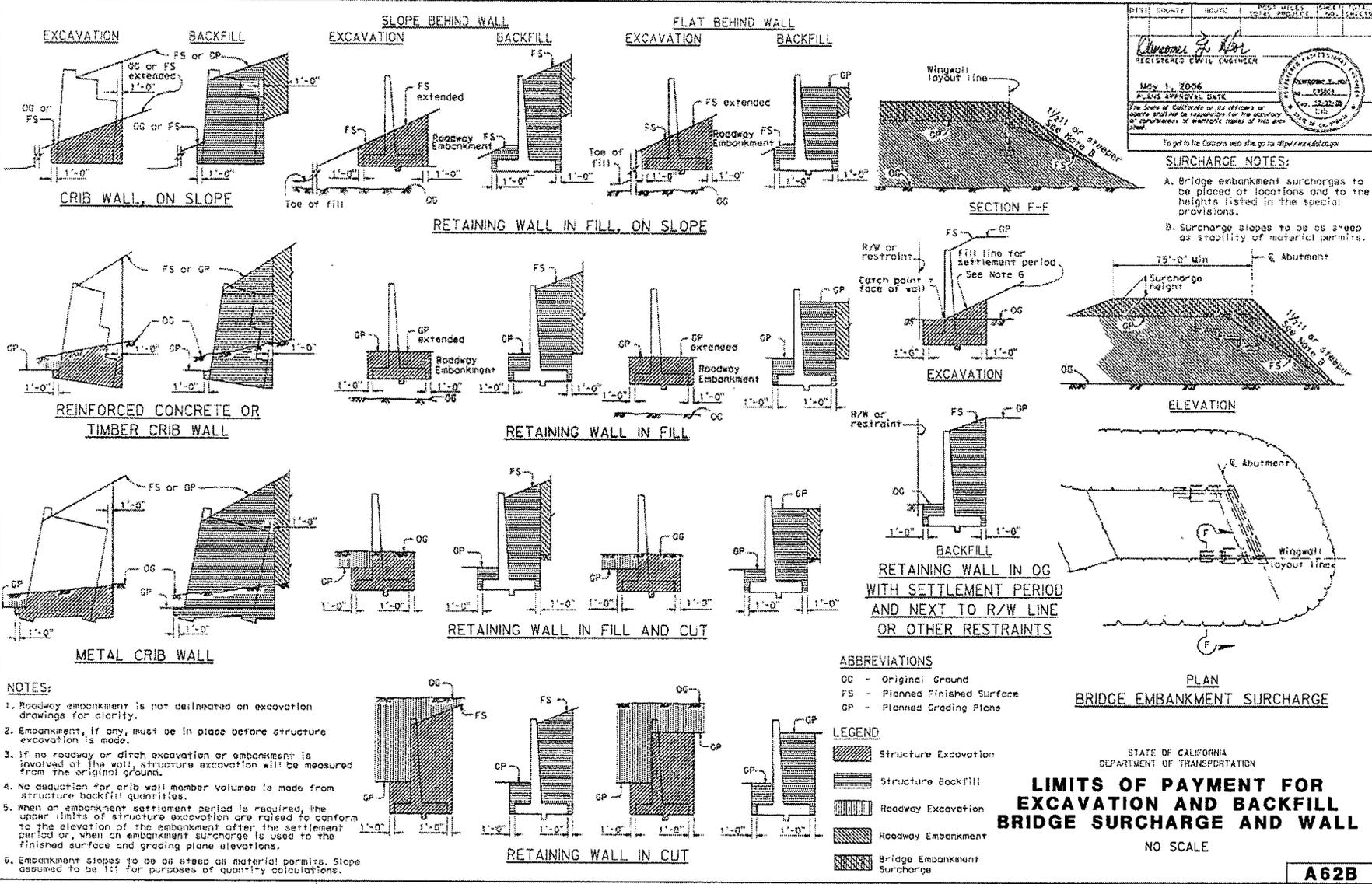
WFM:HM

Attachment forming part of this Addendum 2:

1. Page 8-32a (Addendum 2)

8-32a (Addendum 2)

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2006 STANDARD PLAN A62B

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