

BIDDERS'S NAME: 2-2

PRICE: 2-3c

SUBS: 2-7

BB: 2-9

ESTIMATE: \$200,000 to \$210,000

VCBAABSTRACT	OPENING DATE: 8/7/14 at 2:00 P.M.
SOLICITATION NO. 6534	SUPPLIES OR SERVICES: REPAIR, REPLACEMENT AND CONSTRUCTION OF CONCRETE CURBS, GUTTER, SIDEWALKS, COUNTYWIDE

OFFEROR/BIDDER	Base Bid Total	Base Bid plus Add Alt 1	Base Bid plus Add Alt 1-2	Base Bid plus Add Alt 1-3	Base Bid plus Add Alt 1-4	Base Bid plus Add Alt 1-5
KT Home Inc.	160,011.00	169,121.00	182,796.00	197,121.00	216,926.00	272,816.00
Ramona Paving	269,685.00	301,005.00	335,500.00	370,520.00	414,270.00	495,735.00
Global Power	385,120.67	400,734.76	422,205.17	451,472.93	490,266.22	608,719.84
Visionary Construction	248,986.84	269,979.00	298,359.75	327,964.99	362,370.41	458,632.92
Portillo Concrete	181,690.00	192,510.00	208,005.00	222,270.00	240,720.00	290,495.00
Just Construction	191,087.50	207,569.90	227,710.80	252,568.50	284,480.60	351,193.40
A.B. Hashmi	196,050.00	210,940.00	231,525.00	253,020.00	277,590.00	339,835.00
Blue Pacific Eng.	192,000.00	205,550.00	226,970.00	252,090.00	284,750.00	372,510.00
New Century Construction	232,375.00	245,230.00	265,160.00	284,395.00	313,910.00	391,750.00
El Camino Construction	200,360.00	211,945.00	227,395.00	243,805.00	264,740.00	321,307.00

BIDS TO DEPARTMENT: _____
DATE: _____

DISTRIBUTION:
____FRONT DESK
____PCO

____SD DAILY TRANSCRIPT

DATE: 8-7-14

BID CLERK: Debra Rogers
BID OFFICER: [Signature]

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

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
PROPOSAL TO THE BOARD
FOR
REPAIR, REPLACEMENT AND CONSTRUCTION OF
CONCRETE CURBS, GUTTER, SIDEWALKS, COUNTYWIDE
ORACLE PROJECT NO. 1018524

RFB NO. 6534

Name of Bidder KT Home, Inc.

Business Address 9353 Bolsa Avenue, Suite K9, Westminster, CA 92683

Place of Residence 14182 Frances Street, Westminster, CA 92683

phone: (714) 553-9530 -- email: info@kthomeinc.com
LOCATION

The work to be performed under this Contract is located at various locations countywide, in the 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 , 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
REPAIR, REPLACEMENT AND
CONSTRUCTION OF
CONCRETE CURBS, GUTTERS, SIDEWALKS,
COUNTYWIDE (DISTRICT 1, 2, AND 5)

Approved: 06/25/14,

and,

The work to be done is listed in the work schedules contained in Part VIII of these Contract Documents.

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:

BASE BID SCHEDULE

(SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	6,500.00
2	CLEARING AND GRUBBING	LS	LS	LS	2,500.00
3	ROADWAY EXCAVATION	450	CY	75.00	33,750.00
4	PREPARE WPCP	LS	LS	LS	3,000.00
5	ASPHALT CONCRETE, TYPE B	125	TON	80.00	10,000.00
6	AGGREGATE BASE, CLASS 2	221	CY	41.00	9,061.00
7	TEMPORARY GRAVEL BAG	300	EA	4.00	1,200.00
8	TEMP. CONC. WASHOUT (PORTABLE)	LS	LS	LS	1,500.00
9	TRAFFIC CONTROL	LS	LS	LS	5,000.00
10	FIELD ORDERS	10,000	DLR	1.00	10,000.00
11	MINOR CONCRETE (SIDEWALK)	11	CY	700.00	7,700.00
12	MINOR CONCRETE (CURB & GUTTER)	2,560	LF	15.00	38,400.00
13	MINOR CONCRETE (CROSS GUTTER)	7	CY	1,000.00	7,000.00
14	MINOR CONCRETE (DRIVEWAY)	29	CY	800.00	23,200.00
15	MINOR CONCRETE (CURB RAMP)	2	CY	1,000.00	2,000.00
BASE BID TOTAL					160,011.00

Name of Bidder _____

ADDITIVE ALTERNATE 1 SCHEDULE

(SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	PREPARE WPCP	LS	LS	LS	500.00
2	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	500.00
3	CLEARING AND GRUBBING	LS	LS	LS	500.00
4	ROADWAY EXCAVATION	8	CY	100.00	800.00
5	MINOR CONCRETE (SIDEWALK)	7	CY	700.00	4,900.00
6	MINOR CONCRETE (CURB & GUTTER)	23	LF	20.00	460.00
7	ASPHALT CONCRETE, TYPE B	2	TON	80.00	160.00
8	AGGREGATE SUBBASE, CLASS 2	2	CY	45.00	90.00
9	TEMPORARY GRAVEL BAG	300	EA	4.00	1,200.00
ADDITIVE ALTERNATE 1 TOTAL					9,110.00

ADDITIVE ALTERNATE 2 SCHEDULE

(SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	PREPARE WPCP	LS	LS	LS	500.00
2	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	500.00
3	CLEARING AND GRUBBING	LS	LS	LS	500.00
4	ROADWAY EXCAVATION	33	CY	100.00	3,300.00
5	MINOR CONCRETE (SIDEWALK)	1	CY	700.00	700.00
6	MINOR CONCRETE (CURB & GUTTER)	38	LF	20.00	760.00
7	MINOR CONCRETE (DRIVEWAY)	7	CY	800.00	5,600.00
8	ASPHALT CONCRETE, TYPE B	12	TON	80.00	960.00
9	AGGREGATE BASE, CLASS 2	19	CY	45.00	855.00
ADDITIVE ALTERNATE 2 TOTAL					13,675.00

Name of Bidder KT Home, Inc.

ADDITIVE ALTERNATE 3 SCHEDULE (SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	PREPARE WPCP	LS	LS	LS	500.00
2	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	500.00
3	CLEARING AND GRUBBING	LS	LS	LS	500.00
4	ROADWAY EXCAVATION	17	CY	100.00	1,700.00
5	MINOR CONCRETE (SIDEWALK)	11	CY	700.00	7,700.00
6	MINOR CONCRETE (CURB & GUTTER)	54	LF	20.00	1,080.00
7	ASPHALT CONCRETE, TYPE B	2	TON	80.00	160.00
8	AGGREGATE BASE, CLASS 2	3	CY	45.00	135.00
9	TEMPORARY GRAVEL BAG	300	EA	4.00	1,200.00
10	TEMP. CONC. WASHOUT (PORTABLE)	LS	LS	LS	150.00
11	TRAFFIC CONTROL	LS	LS	LS	700.00
ADDITIVE ALTERNATE 3 TOTAL					14,325.00

ADDITIVE ALTERNATE 4 SCHEDULE (SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	PREPARE WPCP	LS	LS	LS	500.00
2	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	500.00
3	CLEARING AND GRUBBING	LS	LS	LS	500.00
4	ROADWAY EXCAVATION	34	CY	100.00	3,400.00
5	MINOR CONCRETE (SIDEWALK)	15	CY	700.00	10,500.00
6	MINOR CONCRETE (CURB & GUTTER)	127	LF	20.00	2,540.00
7	ASPHALT CONCRETE, TYPE B	7	TON	80.00	560.00
8	AGGREGATE BASE, CLASS 2	9	CY	45.00	405.00
9	TEMP. CONC. WASHOUT (PORTABLE)	LS	LS	LS	150.00
10	TRAFFIC CONTROL	LS	LS	LS	750.00
ADDITIVE ALTERNATE 4 TOTAL					19,805.00

Name of Bidder KT Home, Inc.

ADDITIVE ALTERNATE 5 SCHEDULE

(SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	PREPARE WPCP	LS	LS	LS	500.00
2	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	500.00
3	CLEARING AND GRUBBING	LS	LS	LS	500.00
4	ROADWAY EXCAVATION	131	CY	100.00	13,100.00
5	MINOR CONCRETE (SIDEWALK)	15	CY	700.00	10,500.00
6	MINOR CONCRETE (CURB & GUTTER)	486	LF	15.00	7,290.00
7	MINOR CONCRETE (DRIVEWAY)	22	CY	800.00	17,600.00
8	ASPHALT CONCRETE, TYPE B	31	TON	80.00	2,480.00
9	AGGREGATE BASE, CLASS 2	56	CY	45.00	2,520.00
10	TEMP. CONC. WASHOUT (PORTABLE)	LS	LS	LS	150.00
11	TRAFFIC CONTROL	LS	LS	LS	750.00
ADDITIVE ALTERNATE 5 TOTAL					55,890.00

BID TOTALS

BASE BID TOTAL.....\$ 160,011.00

BASE BID + ADDITIVE ALTERNATE 1 TOTAL.....\$ 169,121.00

BASE BID + ADDITIVE ALTERNATES 1 AND 2 TOTAL.....\$ 182,796.00

BASE BID + ADDITIVE ALTERNATES 1, 2 AND 3 TOTAL.....\$ 197,121.00

BASE BID + ADDITIVE ALTERNATES 1, 2, 3 AND 4 TOTAL.....\$ 216,926.00

BASE BID + ADDITIVE ALTERNATES 1, 2, 3, 4 AND 5 TOTAL.....\$ 272,816.00

Name of Bidder KT Home, 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 shown in the Base Bid, and for Additive Alternates 1, 2, 3, 4 and 5 Schedules. The lowest bid shall be the lowest total bid price for one of the following combinations, taken in order, based on a fund amount of \$208,333:

1. Base Bid
2. Base Bid plus Additive Alternate 1
3. Base Bid plus Additive Alternates 1 and 2
4. Base Bid plus Additive Alternates 1, 2 and 3
5. Base Bid plus Additive Alternates 1, 2, 3 and 4
6. Base Bid plus Additive Alternates 1, 2, 3, 4 and 5

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 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 within seventy-five (75) calendar days from the date specified for the opening of bids.

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) Thierry Nguyen, being first duly sworn, deposes and says that he or she is (Title) President of (Company) KT Home, 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 07/31/2014

FOR: REPAIR, REPLACEMENT AND CONSTRUCTION OF CONCRETE CURBS, GUTTERS, SIDEWALKS, COUNTYWIDE;
ORACLE PROJECT NO. 1018524

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

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.*

KT Home, Inc.
Thierry Nguyen, President
Terri Thoa Pham, Secretary/Treasurer

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

License No. 983578 Classification (s) B, C8, C16 Exp. Date 7/31/2015

Warning - If an addendum or addenda have been issued by the Department and not noted in the Proposal to the Board on page 2-2 as being received by the bidder, this Proposal may be rejected.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

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

(
(KT Home, Inc.
(_____
(Legal Name of Bidder
SIGN (_____
(_____
(_____
HERE (by Thierry Nguyen (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 KT Home, Inc.

Telephone (714) 553-9530 Fax (951) 329-3434

E-Mail address info@kthomeinc.com

Dated 7/31, 20 14, at Westminster, California.

DATE: 7/31/2014

ORACLE PROJECT NO. 1018524

COUNTY OF SAN DIEGO
 BIDDER DVBE INFORMATION
 (Due within 2 business days of bid opening)

PROJECT TITLE: REPAIR, REPLACEMENT AND CONSTRUCTION OF CONCRETE CURBS, GUTTERS, SIDEWALKS, COUNTYWIDE

BIDDER: KT Home, Inc.

BIDDER REPRESENTATIVE: Thierry Nguyen

BID SCHED & ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL If not entire item indicate as portions of.	NAME OF CERTIFIED DVBE TO BE USED (PRIME, SUBCONTRACTOR OR VENDOR) AND ADDRESS, TELEPHONE, AND CERTIFICATION NUMBER	DOLLAR AMOUNT TO BE PAID THIS DVBE
	Bond and Insurance	Dick Harris Insurance Agency PO Box 534, Roseville, CA 95661 (916) 960-0575. Cert# 645	\$5,039.20
	Payroll Service	Lasting Impressions PO Box 3058, Auburn, CA 95604 (530) 701-6421. Supplier id 1362160	\$1,007.84
TOTAL DOLLARS TO CERTIFIED DVBE (PRIME, SUBCONTRACTOR OR VENDOR)			\$ 6,047.04

COMPUTATION OF UTILIZATION AND COMPARISON WITH THE DVBE PARTICIPATION

Disabled Veterans	$\frac{\text{Total Amount to DVBE}}{\text{Total Bid}} \times 100 = \text{Percent of Utilization}$	3%
	$\frac{6,047.04}{201,568.00} \times 100 = 3\%$	*See DVBE and DVBE Participation information sections to determine if goal required for this solicitation

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we KT Homes, Inc.

as Principal, and Philadelphia Indemnity 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

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 August 7, 2014 for DATE

REPAIR, REPLACEMENT AND CONSTRUCTION OF CONCRETE CURBS, GUTTERS, SIDEWALKS, COUNTYWIDE ORACLE PROJECT NO. 1018524

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 23rd day of July A.D. 20 14

	(SEAL)		(SEAL)
Shauna Conroy, Attorney-in-Fact	(SEAL)	Thierry Nguyen, President	(SEAL)
Philadelphia Indemnity Insurance Company	(SEAL)	KT Homes, Inc.	(SEAL)
Surety		Principal	

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. _____ 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

PHILADELPHIA INDEMNITY INSURANCE COMPANY
231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: **SCOTT A. HARRIS AND SHAUNA CONROY OF DICK HARRIS INC. DBA DICK HARRIS INSURANCE AGENCY**

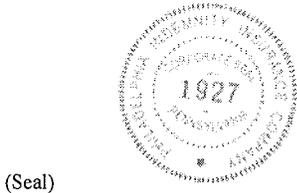
Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$25,000,000.00**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** at a meeting duly called the 1st day of July, 2011.

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

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

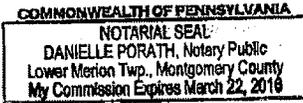
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7TH DAY OF FEBRUARY 2013.



Robert D. O'Leary Jr.

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 7th day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public: *Danielle Porath*
residing at: Bala Cynwyd, PA
My commission expires: March 22, 2016

(Notary Seal)

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 23rd day of July, 2014.

Craig P. Keller

Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Placer

On July 23, 2014
Date

before me, Laurie L. Kester, Notary Public
Here Insert Name and Title of the Officer

personally appeared Shauna Conroy
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person ~~is~~ whose name ~~is~~ 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 on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bid Bond

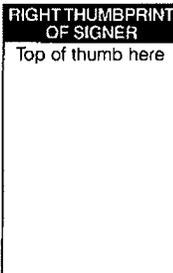
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

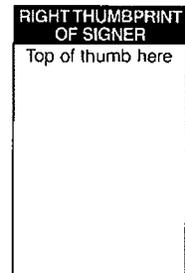
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: Philadelphia Indemnity Insurance Company

Signer's Name: _____

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



Signer Is Representing: _____

Next

Bid

PART II

DOCUMENTS TO BE EXECUTED BY BIDDER

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
PROPOSAL TO THE BOARD
FOR
REPAIR, REPLACEMENT AND CONSTRUCTION OF
CONCRETE CURBS, GUTTER, SIDEWALKS, COUNTYWIDE
ORACLE PROJECT NO. 1018524

RFB NO. 6534

Name of Bidder Ramona Paving & Construction Corp.

Business Address 1303 Olive St, Ramona, CA. 92065

Place of Residence Ramona, CA.

LOCATION

The work to be performed under this Contract is located at various locations countywide, in the 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
REPAIR, REPLACEMENT AND
CONSTRUCTION OF
CONCRETE CURBS, GUTTERS, SIDEWALKS,
COUNTYWIDE (DISTRICT 1, 2, AND 5)

Approved: 06/25/14,

and,

The work to be done is listed in the work schedules contained in Part VIII of these Contract Documents.

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:

BASE BID SCHEDULE

(SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)	
1	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	\$5,000.00	
2	CLEARING AND GRUBBING	LS	LS	LS	\$25,000.00	
3	ROADWAY EXCAVATION	450	CY	\$60.00	\$27,000.00	
4	PREPARE WPCP	LS	LS	LS	\$800.00	
5	ASPHALT CONCRETE, TYPE B	125	TON	\$175.00	\$21,875.00	
6	AGGREGATE BASE, CLASS 2	221	CY	\$65.00	\$14,365.00	
7	TEMPORARY GRAVEL BAG	300	EA	\$2.50	\$750.00	
8	TEMP. CONC. WASHOUT (PORTABLE)	LS	LS	LS	\$1,155.00	
9	TRAFFIC CONTROL	LS	LS	LS	\$15,000.00	
10	FIELD ORDERS	10,000	DLR	1.00	10,000.00	
11	MINOR CONCRETE (SIDEWALK)	11	CY	\$570.00	\$6,270.00	
12	MINOR CONCRETE (CURB & GUTTER)	2,560	LF	\$45.00	\$115,200.00	
13	MINOR CONCRETE (CROSS GUTTER)	7	CY	\$1,050.00	\$7,350.00	
14	MINOR CONCRETE (DRIVEWAY)	29	CY	\$600.00	\$17,400.00	
15	MINOR CONCRETE (CURB RAMP)	2	CY	\$1,260.00	\$2,520.00	
Two hundred sixty nine thousand, six hundred eighty five dollars and zero cents.					BASE BID TOTAL	\$269,685.00

Name of Bidder Ramona Paving & Construction Corp.

ADDITIVE ALTERNATE 1 SCHEDULE

(SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	PREPARE WPCP	LS	LS	LS	850.00
2	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	5,000.00
3	CLEARING AND GRUBBING	LS	LS	LS	15,000.00
4	ROADWAY EXCAVATION	8	CY	50.00	400.00
5	MINOR CONCRETE (SIDEWALK)	7	CY	675.00	4,725.00
6	MINOR CONCRETE (CURB & GUTTER)	23	LF	75.00	1,725.00
7	ASPHALT CONCRETE, TYPE B	2	TON	1,250.00	2,500.00
8	AGGREGATE SUBBASE, CLASS 2	2	CY	185.00	370.00
9	TEMPORARY GRAVEL BAG	300	EA	2.50	750.00
ADDITIVE ALTERNATE 1 TOTAL					\$ 31,320.00

ADDITIVE ALTERNATE 2 SCHEDULE

(SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	PREPARE WPCP	LS	LS	LS	800.00
2	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	1,500.00
3	CLEARING AND GRUBBING	LS	LS	LS	15,000.00
4	ROADWAY EXCAVATION	33	CY	40.00	1,320.00
5	MINOR CONCRETE (SIDEWALK)	1	CY	1,070.00	1,070.00
6	MINOR CONCRETE (CURB & GUTTER)	38	LF	85.00	3,230.00
7	MINOR CONCRETE (DRIVEWAY)	7	CY	600.00	4,200.00
8	ASPHALT CONCRETE, TYPE B	12	TON	480.00	5,760.00
9	AGGREGATE BASE, CLASS 2	19	CY	85.00	1,615.00
ADDITIVE ALTERNATE 2 TOTAL					\$34,495.00

Name of Bidder Ramona Paving & Construction Corp.

ADDITIVE ALTERNATE 3 SCHEDULE (SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	PREPARE WPCP	LS	LS	LS	800.00
2	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	1,500.00
3	CLEARING AND GRUBBING	LS	LS	LS	15,000.00
4	ROADWAY EXCAVATION	17	CY	80.00	1,360.00
5	MINOR CONCRETE (SIDEWALK)	11	CY	470.00	5,170.00
6	MINOR CONCRETE (CURB & GUTTER)	54	LF	75.00	4,050.00
7	ASPHALT CONCRETE, TYPE B	2	TON	1,975.00	3,950.00
8	AGGREGATE BASE, CLASS 2	3	CY	85.00	255.00
9	TEMPORARY GRAVEL BAG	300	EA	2.50	750.00
10	TEMP. CONC. WASHOUT (PORTABLE)	LS	LS	LS	185.00
11	TRAFFIC CONTROL	LS	LS	LS	2,000.00
ADDITIVE ALTERNATE 3 TOTAL					\$ 35,020.00

ADDITIVE ALTERNATE 4 SCHEDULE (SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	PREPARE WPCP	LS	LS	LS	800.00
2	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	1,500.00
3	CLEARING AND GRUBBING	LS	LS	LS	15,000.00
4	ROADWAY EXCAVATION	34	CY	60.00	2,040.00
5	MINOR CONCRETE (SIDEWALK)	15	CY	570.00	8,550.00
6	MINOR CONCRETE (CURB & GUTTER)	127	LF	55.00	6,985.00
7	ASPHALT CONCRETE, TYPE B	7	TON	775.00	5,425.00
8	AGGREGATE BASE, CLASS 2	9	CY	85.00	765.00
9	TEMP. CONC. WASHOUT (PORTABLE)	LS	LS	LS	185.00
10	TRAFFIC CONTROL	LS	LS	LS	2,500.00
ADDITIVE ALTERNATE 4 TOTAL					\$ 43,750.00

Name of Bidder Ramona Paving & Construction Corp.

ADDITIVE ALTERNATE 5 SCHEDULE

(SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	PREPARE WPCP	LS	LS	LS	800.00
2	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	1,500.00
3	CLEARING AND GRUBBING	LS	LS	LS	15,000.00
4	ROADWAY EXCAVATION	131	CY	60.00	7,860.00
5	MINOR CONCRETE (SIDEWALK)	15	CY	500.00	7,500.00
6	MINOR CONCRETE (CURB & GUTTER)	486	LF	45.00	21,870.00
7	MINOR CONCRETE (DRIVEWAY)	22	CY	450.00	9,900.00
8	ASPHALT CONCRETE, TYPE B	31	TON	295.00	9,145.00
9	AGGREGATE BASE, CLASS 2	56	CY	65.00	3,640.00
10	TEMP. CONC. WASHOUT (PORTABLE)	LS	LS	LS	250.00
11	TRAFFIC CONTROL	LS	LS	LS	4,000.00
ADDITIVE ALTERNATE 5 TOTAL					\$ 81,465.00

BID TOTALS

BASE BID TOTAL.....\$ 269,685.00

BASE BID + ADDITIVE ALTERNATE 1 TOTAL.....\$ 301,005.00

BASE BID + ADDITIVE ALTERNATES 1 AND 2 TOTAL.....\$ 335,500.00

BASE BID + ADDITIVE ALTERNATES 1, 2 AND 3 TOTAL.....\$ 370,520.00

BASE BID + ADDITIVE ALTERNATES 1, 2, 3 AND 4 TOTAL.....\$ 414,270.00

BASE BID + ADDITIVE ALTERNATES 1, 2, 3, 4 AND 5 TOTAL.....\$ 495,735.00

Name of Bidder Ramona Paving & Construction Corp.

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 shown in the Base Bid, and for Additive Alternates 1, 2, 3, 4 and 5 Schedules. The lowest bid shall be the lowest total bid price for one of the following combinations, taken in order, based on a fund amount of \$208,333:

1. Base Bid
2. Base Bid plus Additive Alternate 1
3. Base Bid plus Additive Alternates 1 and 2
4. Base Bid plus Additive Alternates 1, 2 and 3
5. Base Bid plus Additive Alternates 1, 2, 3 and 4
6. Base Bid plus Additive Alternates 1, 2, 3, 4 and 5

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 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 within seventy-five (75) calendar days from the date specified for the opening of bids.

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:

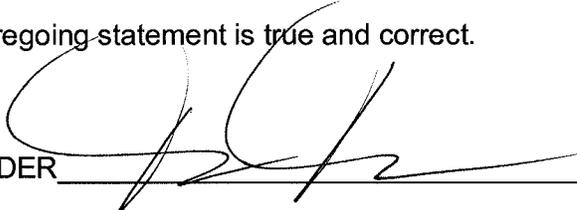
- 1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any State or Federal Department or agency.
- 2. Have not within a 3-year period preceding this Contract been convicted of, or had a civil judgment rendered 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) Thomas Theaker, being first duly sworn, deposes and says that he or she is (Title) President of (Company) Ramona Paving & Construction Corp. 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 August 6, 2014

ACKNOWLEDGMENT

State of California
County of San Diego)

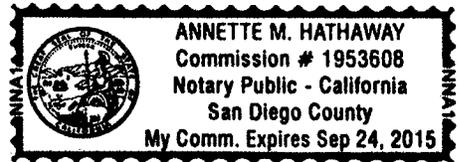
On August 6, 2014 before me, Annette M. Hathaway, Notary Public
(insert name and title of the officer)

personally appeared Thomas Theaker,
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 Annette M. Hathaway (Seal)



**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) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors

3. BUSINESS REPRESENTATION

3.1. REPRESENTATION AS 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).

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

Certifying 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).
- 4.7. Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.

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 offer, 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 offer 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).

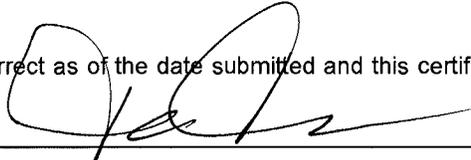
CERTIFICATION

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: Thomas Theaker

Title: President

Company/Organization: Ramona Paving & Construction Corp.

Signature: 

Date: August 6, 2014

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", the "Portion of Work to be Contracted" and the "License No." that will be done by each subcontractor are required at the time of bid submittal. An inadvertent error in listing the California contractor license number must be corrected **by the prime contractor within 24 hours after bid opening** by email to the Procurement Contracting Officer listed as contact for this RFB, provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor, or else the bid may be determined non-responsive. The remainder of the information shall be submitted **by all bidders within two business days of bid opening** by e-mail to said Procurement Contracting Officer.

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

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Bart Stewart or Molly Cashman of Encinitas, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Ten Million***** Dollars (\$ *10,000,000.00*).

This Power of Attorney shall expire without further action on December 08, 2016. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of December, 2012.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



[Signature]
Daniel P. Aguilar, Vice President

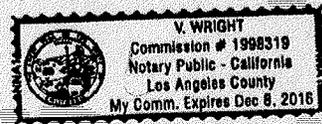
State of California

County of Los Angeles SS:

On 10th day of December, 2012, before me, Vanessa Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature 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]* (Seal)



I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 31st day of July 2014.

Corporate Seals

Bond No. N/A
Agency No. 10541



[Signature]
Jeannie Lee, Assistant Secretary

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

On 7/31/2014 before me, Brittany Aceves, Notary Public
(Here insert name and title of the officer)

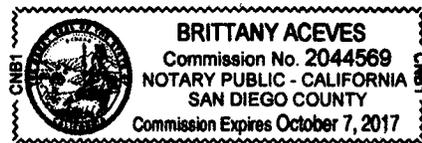
personally appeared Bart Stewart

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.

[Handwritten Signature]
 Signature of Notary Public



(Notary Seal)

ADDITIONAL 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)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

 (Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- 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 acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DATE: August 6, 2014

ORACLE PROJECT NO. 1018524

COUNTY OF SAN DIEGO
 BIDDER DVBE INFORMATION
 (Due within 2 business days of bid opening)

PROJECT TITLE: Repair, Replacement and Construction of Concrete Curbs, Gutter, Sidewalks, Countywide

BIDDER: Ramona Paving & Construction Corp.

BIDDER REPRESENTATIVE: Jess Libsack

BID SCHED & ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL If not entire item indicate as portions of.	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 DVBE PARTICIPATION

Disabled Veterans	<u>Total Amount to DVBE</u> x 100 = Percent of Utilization Total Bid	3% *See DVBE and DVBE Participation information sections to determine if goal required for this solicitation
	_____ x 100 = _____%	

Next

Bid

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
PROPOSAL TO THE BOARD
FOR
REPAIR, REPLACEMENT AND CONSTRUCTION OF
CONCRETE CURBS, GUTTER, SIDEWALKS, COUNTYWIDE
ORACLE PROJECT NO. 1018524

RFB NO. 6534

Name of Bidder GLOBAL POWER GROUP, INC.

Business Address 12060 WOODSIDE AVE., LAKESIDE, CA 92040

Place of Residence _____

LOCATION

The work to be performed under this Contract is located at various locations countywide, in the 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
REPAIR, REPLACEMENT AND
CONSTRUCTION OF
CONCRETE CURBS, GUTTERS, SIDEWALKS,
COUNTYWIDE (DISTRICT 1, 2, AND 5)

Approved: 06/25/14,

and,

The work to be done is listed in the work schedules contained in Part VIII of these Contract Documents.

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:

BASE BID SCHEDULE

(SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	\$ 18,339.08
2	CLEARING AND GRUBBING	LS	LS	LS	\$ 17,156.27
3	ROADWAY EXCAVATION	450	CY	338	\$ 152,100.00
4	PREPARE WPCP	LS	LS	LS	\$ 4,500.00
5	ASPHALT CONCRETE, TYPE B	125	TON	320	\$ 40,000.00
6	AGGREGATE BASE, CLASS 2	221	CY	35	\$ 7,735.00
7	TEMPORARY GRAVEL BAG	300	EA	10	\$ 3,000.00
8	TEMP. CONC. WASHOUT (PORTABLE)	LS	LS	LS	\$ 1,500.00
9	TRAFFIC CONTROL	LS	LS	LS	\$ 5,000.00
10	FIELD ORDERS	10,000	DLR	1.00	10,000.00
11	MINOR CONCRETE (SIDEWALK)	11	CY	679.1	\$ 7,470.10
12	MINOR CONCRETE (CURB & GUTTER)	2,560	LF	37	\$ 94,720.00
13	MINOR CONCRETE (CROSS GUTTER)	7	CY	672.86	\$ 4,710.02
14	MINOR CONCRETE (DRIVEWAY)	29	CY	573.8	\$ 16,640.20
15	MINOR CONCRETE (CURB RAMP)	2	CY	1125	\$ 2,250.00
BASE BID TOTAL					\$ 385,120.67

Name of Bidder GLOBAL POWER GROUP, INC.

3/13

2-3 (Addendum 1)

PART 2/COUNTY

ADDITIVE ALTERNATE 1 SCHEDULE

(SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	PREPARE WPCP	LS	LS	LS	\$ 1,500.00
2	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	\$ 1419.46
3	CLEARING AND GRUBBING	LS	LS	LS	\$ 675.94
4	ROADWAY EXCAVATION	8	CY	338	\$ 2,704.00
5	MINOR CONCRETE (SIDEWALK)	7	CY	679.1	\$ 4,753.70
6	MINOR CONCRETE (CURB & GUTTER)	23	LF	37	\$ 851.00
7	ASPHALT CONCRETE, TYPE B	2	TON	320	\$ 640.00
8	AGGREGATE SUBBASE, CLASS 2	2	CY	35	\$ 70.00
9	TEMPORARY GRAVEL BAG	300	EA	10	\$ 3,000.00
ADDITIVE ALTERNATE 1 TOTAL					\$ 15,614.10

ADDITIVE ALTERNATE 2 SCHEDULE

(SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	PREPARE WPCP	LS	LS	LS	\$ 2,500.00
2	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	\$ 1,951.86
3	CLEARING AND GRUBBING	LS	LS	LS	\$ 929.46
4	ROADWAY EXCAVATION	33	CY	338	\$ 11,154.00
5	MINOR CONCRETE (SIDEWALK)	1	CY	679.1	\$ 679.10
6	MINOR CONCRETE (CURB & GUTTER)	38	LF	37	\$ 1,406.00
7	MINOR CONCRETE (DRIVEWAY)	7	CY	320	\$ 2,240.00
8	ASPHALT CONCRETE, TYPE B	12	TON	35	\$ 420.00
9	AGGREGATE BASE, CLASS 2	19	CY	10	\$ 190.00
ADDITIVE ALTERNATE 2 TOTAL					\$ 21,470.41

Name of Bidder GLOBAL POWER GROUP, INC.

ADDITIVE ALTERNATE 3 SCHEDULE (SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	PREPARE WPCP	LS	LS	LS	\$ 2,500.00
2	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	\$ 2,660.71
3	CLEARING AND GRUBBING	LS	LS	LS	\$ 1,147.96
4	ROADWAY EXCAVATION	17	CY	338	\$ 5,746.00
5	MINOR CONCRETE (SIDEWALK)	11	CY	679.1	\$ 7,470.10
6	MINOR CONCRETE (CURB & GUTTER)	54	LF	37	\$ 1,998.00
7	ASPHALT CONCRETE, TYPE B	2	TON	320	\$ 640.00
8	AGGREGATE BASE, CLASS 2	3	CY	35	\$ 105.00
9	TEMPORARY GRAVEL BAG	300	EA	10	\$ 3,000.00
10	TEMP. CONC. WASHOUT (PORTABLE)	LS	LS	LS	\$ 1,000.00
11	TRAFFIC CONTROL	LS	LS	LS	\$ 3,000.00
ADDITIVE ALTERNATE 3 TOTAL					\$ 29,267.76

ADDITIVE ALTERNATE 4 SCHEDULE (SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	PREPARE WPCP	LS	LS	LS	\$ 2,000.00
2	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	\$ 3,526.66
3	CLEARING AND GRUBBING	LS	LS	LS	\$ 1,584.13
4	ROADWAY EXCAVATION	34	CY	338	\$ 11,492.00
5	MINOR CONCRETE (SIDEWALK)	15	CY	679.1	\$ 10,186.50
6	MINOR CONCRETE (CURB & GUTTER)	127	LF	37	\$ 4,699.00
7	ASPHALT CONCRETE, TYPE B	7	TON	320	\$ 2,240.00
8	AGGREGATE BASE, CLASS 2	9	CY	35	\$ 315.00
9	TEMP. CONC. WASHOUT (PORTABLE)	LS	LS	LS	\$ 1,000.00
10	TRAFFIC CONTROL	LS	LS	LS	\$ 1,750.00
ADDITIVE ALTERNATE 4 TOTAL					\$ 38,793.29

Name of Bidder GLOBAL POWER GROUP, INC.

ADDITIVE ALTERNATE 5 SCHEDULE

(SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	PREPARE WPCP	LS	LS	LS	\$ 3,000.00
2	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	\$ 10,768.51
3	CLEARING AND GRUBBING	LS	LS	LS	\$ 4,985.01
4	ROADWAY EXCAVATION	131	CY	338	\$ 44,278.00
5	MINOR CONCRETE (SIDEWALK)	15	CY	679.1	\$ 10,186.50
6	MINOR CONCRETE (CURB & GUTTER)	486	LF	37	\$ 17,982.00
7	MINOR CONCRETE (DRIVEWAY)	22	CY	573.8	\$ 12,623.60
8	ASPHALT CONCRETE, TYPE B	31	TON	320	\$ 9,920.00
9	AGGREGATE BASE, CLASS 2	56	CY	35	\$ 1,960.00
10	TEMP. CONC. WASHOUT (PORTABLE)	LS	LS	LS	\$ 1,000.00
11	TRAFFIC CONTROL	LS	LS	LS	\$ 1,750.00
ADDITIVE ALTERNATE 5 TOTAL					\$ 118,453.62

BID TOTALS

BASE BID TOTAL.....	\$ 385,120.67
BASE BID + ADDITIVE ALTERNATE 1 TOTAL.....	\$ 400,734.76
BASE BID + ADDITIVE ALTERNATES 1 AND 2 TOTAL.....	\$ 422,205.17
BASE BID + ADDITIVE ALTERNATES 1, 2 AND 3 TOTAL.....	\$ 451,472.93
BASE BID + ADDITIVE ALTERNATES 1, 2, 3 AND 4 TOTAL.....	\$ 490,266.22
BASE BID + ADDITIVE ALTERNATES 1, 2, 3, 4 AND 5 TOTAL.....	\$ 608,719.84

Name of Bidder GLOBAL POWER GROUP, 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 shown in the Base Bid, and for Additive Alternates 1, 2, 3, 4 and 5 Schedules. The lowest bid shall be the lowest total bid price for one of the following combinations, taken in order, based on a fund amount of \$208,333:

1. Base Bid
2. Base Bid plus Additive Alternate 1
3. Base Bid plus Additive Alternates 1 and 2
4. Base Bid plus Additive Alternates 1, 2 and 3
5. Base Bid plus Additive Alternates 1, 2, 3 and 4
6. Base Bid plus Additive Alternates 1, 2, 3, 4 and 5

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 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 within seventy-five (75) calendar days from the date specified for the opening of bids.

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:

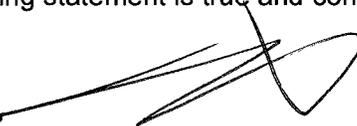
- 1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any State or Federal Department or agency.
- 2. Have not within a 3-year period preceding this Contract been convicted of, or had a civil judgment rendered 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) SALVATORE MARTORANA, being first duly sworn, deposes and says that he or she is (Title) PRESIDENT of (Company) GLOBAL POWER GROUP, 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 7/31/2014

**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) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors

3. BUSINESS REPRESENTATION

3.1. REPRESENTATION AS 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).

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

Certifying 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).

4.7. Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.

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 offer, 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 offer 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: SALVATORE MARTORANA

Title: PRESIDENT

Company/Organization: GLOBAL POWER GROUP, INC.

Signature: _____

Date: 11/30/2014

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", the "Portion of Work to be Contracted" and the "License No." that will be done by each subcontractor are required at the time of bid submittal. An inadvertent error in listing the California contractor license number must be corrected **by the prime contractor within 24 hours after bid opening** by email to the Procurement Contracting Officer listed as contact for this RFB, provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor, or else the bid may be determined non-responsive. The remainder of the information shall be submitted **by all bidders within two business days of bid opening** by e-mail to said Procurement Contracting Officer.

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

FOR: REPAIR, REPLACEMENT AND CONSTRUCTION OF CONCRETE CURBS, GUTTERS, SIDEWALKS, COUNTYWIDE;
ORACLE PROJECT NO. 1018524

Accompanying this proposal is BIDDER'S BOND
in amount equal to at least ten percent of total of the bid.
(NOTICE: Insert the words "cash (\$ _____)," "cashier's check," "certified check," or "bidder's bond," as the case may be.)

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.*
GLOBAL POWER GROUP, INC.

TERRY MAMMEN: CEO
SALVADOR CEBALLOS: CFO
SALVATORE MARTORANA: PRESIDENT/ SECRETARY

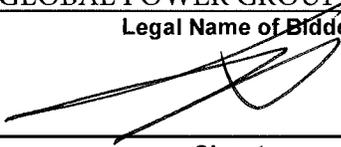
Licensed in accordance with an act providing for the registration of Contractors,

License No. 870741 Classification (s) A, B, C-10 Exp. Date 1/31/16

Warning - If an addendum or addenda have been issued by the Department and not noted in the Proposal to the Board on page 2-2 as being received by the bidder, this Proposal may be rejected.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

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

(
(GLOBAL POWER GROUP, INC.
(Legal Name of Bidder
(
(
SIGN (
(
HERE (by _____ (SEAL)
(Signature
(
(
(SALVATORE MARTORANA, 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 12060 WOODSIDE AVE., LAKESIDE, CA 92040

Telephone (619) 579-1221 Fax (619) 579-1166

E-Mail address smartorana@gpgpower.com

Dated 7/31, 20 14, at SAN DIEGO, California.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)

County of San Diego)

On July 31, 2014 before me, B. Lafrenz, Notary Public
(here insert name and title of the officer)

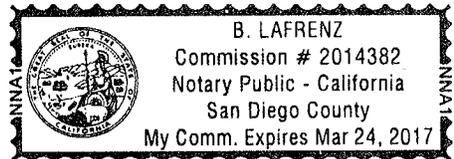
personally appeared Audrey Rodriguez

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

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

WITNESS my hand and official seal.

B. Lafrenz
Signature of Notary Public



(Seal)

ADDITIONAL 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)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

Signer is Representing: Surety Company

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Larry D. Cogdill, Michael W. Thomas, Brooke Lafrenz, Audrey Rodriguez, or Gladys Rogers of Del Mar, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Ten Million***** Dollars (\$**10,000,000.00**).

This Power of Attorney shall expire without further action on December 08, 2016. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of December, 2012.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



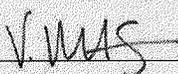

Daniel P. Aguilar, Vice President

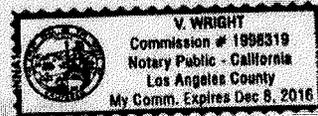
State of California

County of Los Angeles SS:

On 10th day of December, 2012, before me, Vanessa Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature  (Seal)



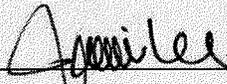
I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 31st day of July, 2014

Corporate Seals

Bond No. N/A
Agency No. 18276




Jeannie Lee, Assistant Secretary

Next

Bid

PART II

DOCUMENTS TO BE EXECUTED BY BIDDER

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
PROPOSAL TO THE BOARD
FOR
REPAIR, REPLACEMENT AND CONSTRUCTION OF
CONCRETE CURBS, GUTTER, SIDEWALKS, COUNTYWIDE
ORACLE PROJECT NO. 1018524

RFB NO. 6534

Name of Bidder Visionary Construction & Consulting Inc.

Business Address 508 W. Mission Ave. Ste. 206, Escondido, CA 92025

Place of Residence 10277 Bell Gardens DR#3, Santee, CA 92071

LOCATION

The work to be performed under this Contract is located at various locations countywide, in the 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
REPAIR, REPLACEMENT AND
CONSTRUCTION OF
CONCRETE CURBS, GUTTERS, SIDEWALKS,
COUNTYWIDE (DISTRICT 1, 2, AND 5)

Approved: 06/25/14,

and,

The work to be done is listed in the work schedules contained in Part VIII of these Contract Documents.

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:

BASE BID SCHEDULE

(SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	\$22,157.00
2	CLEARING AND GRUBBING	LS	LS	LS	\$6,433.00
3	ROADWAY EXCAVATION	450	CY	\$90.54	\$40,743.00
4	PREPARE WPCP	LS	LS	LS	\$929.00
5	ASPHALT CONCRETE, TYPE B	125	TON	\$276.00 \$394.54	\$49,317.50
6	AGGREGATE BASE, CLASS 2	221	CY	\$126.13	\$27,874.73
7	TEMPORARY GRAVEL BAG	300	EA	\$10.36	\$3,108.00
8	TEMP. CONC. WASHOUT (PORTABLE)	LS	LS	LS	\$1,072.00
9	TRAFFIC CONTROL	LS	LS	LS	\$6,433.00
10	FIELD ORDERS	10,000	DLR	1.00	10,000.00
11	MINOR CONCRETE (SIDEWALK)	11	CY	\$623.79	\$6,861.69
12	MINOR CONCRETE (CURB & GUTTER)	2,560	LF	\$18.71	\$47,897.60
13	MINOR CONCRETE (CROSS GUTTER)	7	CY	\$765.81	\$5,360.67
14	MINOR CONCRETE (DRIVEWAY)	29	CY	\$591.53	\$17,154.37
15	MINOR CONCRETE (CURB RAMP)	2	CY	\$1,822.64	\$3,645.28
BASE BID TOTAL					\$248,986.84

Name of Bidder Visionary Construction & Consulting Inc.

ADDITIVE ALTERNATE 1 SCHEDULE

(SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	PREPARE WPCP	LS	LS	LS	\$ 578.00
2	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	\$ 3,614.00
3	CLEARING AND GRUBBING	LS	LS	LS	\$ 1,952.00
4	ROADWAY EXCAVATION	8	CY	\$ 280.10	\$ 2,240.80
5	MINOR CONCRETE (SIDEWALK)	7	CY	\$ 320.11	\$ 2,240.77
6	MINOR CONCRETE (CURB & GUTTER)	23	LF	\$ 97.43	\$ 2,240.89
7	ASPHALT CONCRETE, TYPE B	2	TON	\$ 975.82	\$ 1,951.64
8	AGGREGATE SUBBASE, CLASS 2	2	CY	\$ 1,156.53	\$ 2,313.06
9	TEMPORARY GRAVEL BAG	300	EA	\$ 12.87	\$ 3,861.00
ADDITIVE ALTERNATE 1 TOTAL					\$ 20,992.16

ADDITIVE ALTERNATE 2 SCHEDULE

(SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	PREPARE WPCP	LS	LS	LS	\$ 563.00
2	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	\$ 3,521.00
3	CLEARING AND GRUBBING	LS	LS	LS	\$ 1,902.00
4	ROADWAY EXCAVATION	33	CY	\$ 119.51	\$ 3,943.83
5	MINOR CONCRETE (SIDEWALK)	1	CY	\$ 2,183.00	\$ 2,183.00
6	MINOR CONCRETE (CURB & GUTTER)	38	LF	\$ 57.45	\$ 2,183.10
7	MINOR CONCRETE (DRIVEWAY)	7	CY	\$ 794.79	\$ 5,563.53
8	ASPHALT CONCRETE, TYPE B	12	TON	\$ 410.81	\$ 4,929.72
9	AGGREGATE BASE, CLASS 2	19	CY	\$ 189.03	\$ 3,591.57
ADDITIVE ALTERNATE 2 TOTAL					\$ 28,380.75

Name of Bidder Visionary Construction & Consulting Inc.

ADDITIVE ALTERNATE 3 SCHEDULE (SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	PREPARE WPCP	LS	LS	LS	\$562.56
2	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	\$3,516.02
3	CLEARING AND GRUBBING	LS	LS	LS	\$1,898.65
4	ROADWAY EXCAVATION	17	CY	\$190.28	\$3,234.76
5	MINOR CONCRETE (SIDEWALK)	11	CY	\$383.57	\$4,219.27
6	MINOR CONCRETE (CURB & GUTTER)	54	LF	\$52.09	\$2,812.86
7	ASPHALT CONCRETE, TYPE B	2	TON	\$1,617.37	\$3,234.74
8	AGGREGATE BASE, CLASS 2	3	CY	\$961.05	\$2,883.15
9	TEMPORARY GRAVEL BAG	300	EA	\$10.08	\$3,024.00
10	TEMP. CONC. WASHOUT (PORTABLE)	LS	LS	LS	\$1,054.81
11	TRAFFIC CONTROL	LS	LS	LS	\$3,164.42
ADDITIVE ALTERNATE 3 TOTAL					\$29,605.24

ADDITIVE ALTERNATE 4 SCHEDULE (SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	PREPARE WPCP	LS	LS	LS	\$565.19
2	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	\$3,532.45
3	CLEARING AND GRUBBING	LS	LS	LS	\$1,907.52
4	ROADWAY EXCAVATION	34	CY	\$147.53	\$5,016.02
5	MINOR CONCRETE (SIDEWALK)	15	CY	\$395.63	\$5,934.45
6	MINOR CONCRETE (CURB & GUTTER)	127	LF	\$33.93	\$4,309.11
7	ASPHALT CONCRETE, TYPE B	7	TON	\$666.12	\$4,662.84
8	AGGREGATE BASE, CLASS 2	9	CY	\$470.99	\$4,238.91
9	TEMP. CONC. WASHOUT (PORTABLE)	LS	LS	LS	\$1,059.73
10	TRAFFIC CONTROL	LS	LS	LS	\$3,179.20
ADDITIVE ALTERNATE 4 TOTAL					\$34,405.42

Name of Bidder Visionary Construction & Consulting Inc.

ADDITIVE ALTERNATE 5 SCHEDULE

(SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	PREPARE WPCP	LS	LS	LS	\$554.02
2	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	\$3,462.65
3	CLEARING AND GRUBBING	LS	LS	LS	\$1,869.83
4	ROADWAY EXCAVATION	131	CY	\$114.19	\$14,958.89
5	MINOR CONCRETE (SIDEWALK)	15	CY	\$387.82	\$5,817.30
6	MINOR CONCRETE (CURB & GUTTER)	486	LF	\$46.17	\$22,438.62
7	MINOR CONCRETE (DRIVEWAY)	22	CY	\$566.62	\$12,465.64
8	ASPHALT CONCRETE, TYPE B	31	TON	\$558.49	\$17,313.19
9	AGGREGATE BASE, CLASS 2	56	CY	\$236.20	\$13,227.20
10	TEMP. CONC. WASHOUT (PORTABLE)	LS	LS	LS	\$1,038.79
11	TRAFFIC CONTROL	LS	LS	LS	\$3,116.38
ADDITIVE ALTERNATE 5 TOTAL					\$96,262.51

BID TOTALS

BASE BID TOTAL.....\$ 248,986.84

BASE BID + ADDITIVE ALTERNATE 1 TOTAL.....\$ 269,979.00

BASE BID + ADDITIVE ALTERNATES 1 AND 2 TOTAL.....\$ 298,359.75

BASE BID + ADDITIVE ALTERNATES 1, 2 AND 3 TOTAL.....\$ 327,964.99

BASE BID + ADDITIVE ALTERNATES 1, 2, 3 AND 4 TOTAL.....\$ 362,370.41

BASE BID + ADDITIVE ALTERNATES 1, 2, 3, 4 AND 5 TOTAL.....\$ 458,632.92

Name of Bidder Visionary Construction & Consulting 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 shown in the Base Bid, and for Additive Alternates 1, 2, 3, 4 and 5 Schedules. The lowest bid shall be the lowest total bid price for one of the following combinations, taken in order, based on a fund amount of \$208,333:

1. Base Bid
2. Base Bid plus Additive Alternate 1
3. Base Bid plus Additive Alternates 1 and 2
4. Base Bid plus Additive Alternates 1, 2 and 3
5. Base Bid plus Additive Alternates 1, 2, 3 and 4
6. Base Bid plus Additive Alternates 1, 2, 3, 4 and 5

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 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 within seventy-five (75) calendar days from the date specified for the opening of bids.

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.

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) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors

3. BUSINESS REPRESENTATION

3.1. REPRESENTATION AS 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).

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

Certifying Government Agency: N/A

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).

4.7. Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.

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 offer, 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 offer 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

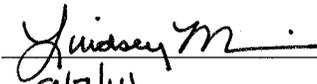
6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

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: Lindsey Morris

Signature: 

Title: President

Date: 8/7/14

Company/Organization: Visionary Construction & Consulting Inc.

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", the "Portion of Work to be Contracted" and the "License No." that will be done by each subcontractor are required at the time of bid submittal. An inadvertent error in listing the California contractor license number must be corrected **by the prime contractor within 24 hours after bid opening** by email to the Procurement Contracting Officer listed as contact for this RFB, provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor, or else the bid may be determined non-responsive. The remainder of the information shall be submitted **by all bidders within two business days of bid opening** by e-mail to said Procurement Contracting Officer.

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

Superior Pavement Markings, Inc.

PO Box 278

Beaumont, CA 92223

Phone 951.845.2799

Fax 951.845.6399



License# 776306

Union Local 1184

dale@superiorpavementmarkings.com

Proposal & Contract B10482

Submit To:	Contact:	Project
Estimating		Riverside Downtown Security Control Center @ 4344 Vine St R C T C Agreement # 14-31-149-00 Riverside TG:

Date:	Estimator
8/7/14	Dale Stults

#	Description	Qty	um	Price	Ext Price
1	Paint Parking Stall: Auto - Single-Lined	6	EA	20.00	120.00
2	Paint Parking Stall: ADA Accessible w/ISA Symbol	7	EA	100.00	700.00
3	Paint Hatched ADA Access Aisle w/12" White "NO PARKING"	4	EA	80.00	320.00
4	Paint Hatched No Parking Shoulder/Buffer Zone	1	EA	50.00	50.00
5	Install Precast Concrete Wheel Stop (6')	4	EA	60.00	240.00
6	Planned Move-In(s)	1	EA	300.00	300.00

One week day mobilization is included. Additional mobilizations at \$300.00 each.

A Minimum Of TWO WEEKS NOTICE Is Required Prior To Move In.

Quote Includes: Traffic Paint [YES] - Thermoplastic [NO] - RPM's [NO] - Removals [NO] - Dump Site [NO] - Sealing of Eradicated Surfaces [NO] - Signing [NO] - Temp Striping [NO-Quoted Upon Request Only] - Wheel Stops [YES - ADA Stalls Only] Curb Painting [NO - Unspecified] - Furnish/Install Truncated Dome - Detectable Warning Surface Material [NO] - Furnish/Install Boulders [NO] - Items Not Specifically Stated Above [NO]

Superior Pavement Markings, Inc. by: <i>[Signature]</i>	Total \$1,730.00
Estimator - Superior Pavement Markings, Inc. (Subject to office approval)	Proposal valid for 30 days from 8/7/2014.

All areas to be free and clear of ALL debris prior to Superior Pavement Markings' crews arriving on-site. All moves and job requirements are mentioned in notes- nothing is implied unless specifically noted. Not responsible for scheduling other sub's work or scheduling conflicts with other subs. We DOT NOT provide shop drawings of any type unless prior arrangements are made. Not responsible for removing temporary striping or temporary "tabs", tape or chip seal markers unless specifically noted. Signs on signal poles, overhead or truss structure not included unless specifically mentioned in proposal. Superior Pavement Markings is a union company and all jobs are bid using current union or prevailing wage rates.

Acceptance of Proposal and Contract: I/we accept the within proposal. You are authorized to perform the work comprehended here under and I/we agree to pay the said amount in accordance with the terms set forth. By signing this Proposal/Contract below I/we agree to the attached Terms and Conditions.

Date: _____ Owner/Customer: _____ Print: _____

PLEASE SIGN AND RETURN THIS 1 PAGE DOCUMENT TO ABOVE ADDRESS.

DESIGNATION OF SUBCONTRACTORS

DESIGNATION OF SUBCONTRACTORS				
PORTION OF WORK TO BE SUBCONTRACTED		BUSINESS NAME AND ADDRESS	PERCENTAGE OF TOTAL CONTRACT	LICENSE NO.
BID SCHED & ITEM NO.	DESCRIPTION OF WORK (Indicate if work includes only a "portion" of the bid item)			
Surveying All Bids	<u>Surveying</u>	<u>WMB & Associates</u> <u>22421 Barton Rd #125</u> <u>Grand Terrace, CA 92313</u>	<u>3.8%</u>	<u>PLS 7229</u>
Base Bid #4 #1 on all alternates	<u>WPCP</u>	<u>TerraWest Inc.</u> <u>1061 Tierra del Rey Ste. 204</u> <u>Chula Vista, CA 91910</u>	<u>1%</u>	<u>N/A</u>
All Bid Schedules	<u>Striping & Wheelstops</u>	<u>Superior Pavement Markings</u> <u>P.O. Box 278</u> <u>Beaumont, CA 92223</u>	<u>1%</u>	<u>776306</u>
Base Bid #2 #3 on all alternates	<u>Demo, Clearing & grubbing</u>	<u>Fast Demolition</u> <u>601C East Palomar St. #123</u> <u>Chula Vista, CA 91911</u>	<u>5%</u>	<u>792729</u>

Name of Bidder Visionary Construction & Consulting Inc.

TOTAL % SUBCONTRACTED 10.8%

FOR: REPAIR, REPLACEMENT AND CONSTRUCTION OF CONCRETE CURBS, GUTTERS, SIDEWALKS, COUNTYWIDE:
ORACLE PROJECT NO. 1018524

Accompanying this proposal is Bidder's Bond
in amount equal to at least ten percent of total of the bid.
(NOTICE: Insert the words "cash (\$ 1070)," "cashier's check," "certified check," or "bidder's bond," as the case may be.)

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.

Visionary Construction & Consulting Inc.
Lindsey Morris - President, Secretary & Treasurer & Manager

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

License No. 977027 Classification (s) A & B Exp. Date 9/30/14

Warning - If an addendum or addenda have been issued by the Department and not noted in the Proposal to the Board on page 2-2 as being received by the bidder, this Proposal may be rejected.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

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

(
(Visionary Construction & Consulting Inc.
(Legal Name of Bidder)
(
(
(SIGN
(
(HERE (by Lindsey Morris (SEAL)
(Signature
(
(
(Lindsey Morris, 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 508 W. Mission Ave. Ste. 206, Escondido, CA 92025

Telephone (760) 743-3581 Fax (760) 743-3589

E-Mail address Lindsey@visionarycc.com

Dated August 7, 2014, at San Diego, CA, California.

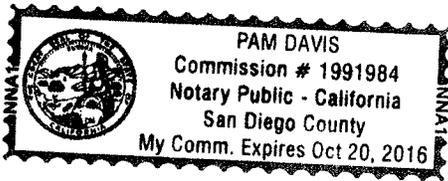
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of San Diego }

On July 28, 2014 before me, Pam Davis, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Cyndi Beilman
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 *Pam Davis*
Signature of Notary Public Pam Davis

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

POWER OF ATTORNEY
RLI Insurance Company
Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company**, a Illinois corporation, and/or **Contractors Bonding and Insurance Company**, a Washington corporation (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Dana Michaelis, Cyndi Beilman, Anne Wright, jointly or severally

in the City of La Mesa, State of California, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 4th day of March, 2014.

State of Illinois }
County of Peoria } SS



RLI Insurance Company
Contractors Bonding and Insurance Company
Roy C. Die Vice President

On this 4th day of March, 2014, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Bockler
Notary Public



CERTIFICATE
I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, and/or **Contractors Bonding and Insurance Company**, a Washington corporation, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 28th day of July, 2014.

RLI Insurance Company
Contractors Bonding and Insurance Company
Roy C. Die Vice President

DATE: 8/7/14

ORACLE PROJECT NO. 1018524

COUNTY OF SAN DIEGO
 BIDDER DVBE INFORMATION
 (Due within 2 business days of bid opening)

PROJECT TITLE: Repair, Replacement and Construction of Concrete curbs, Gutter, Sidewalks

BIDDER:  Visionary Construction & Consulting Inc.

BIDDER REPRESENTATIVE: Lindsay Morris

BID SCHED & ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL If not entire item indicate as portions of.	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 DVBE PARTICIPATION

Disabled Veterans	$\frac{\text{Total Amount to DVBE}}{\text{Total Bid}} \times 100 = \text{Percent of Utilization}$	3% *See DVBE and DVBE Participation information sections to determine if goal required for this solicitation
	_____ x 100 = _____%	

PART IIA

**DOCUMENTS TO BE EXECUTED AND SUBMITTED BY ALL
BIDDERS WHO FAIL TO MEET DVBE PARTICIPATION FOR PUBLIC WORK PROJECTS
ESTIMATED (BY THE COUNTY) TO BE BETWEEN \$500,000 AND \$1 MILLION**

**(SHALL BE SUBMITTED BY E-MAIL TO THE PROCUREMENT
CONTRACTING OFFICER LISTED AS CONTACT FOR THIS RFB
WITHIN TWO (2) BUSINESS DAYS
OF THE BID OPENING)**

(Bidders are cautioned that even if their BIDDER DVBE INFORMATION form (page 2-10) indicates the stated DVBE participation has been met, all bidders 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 the stated DVBE participation has not been met.) These documents cannot be submitted in lieu of page 2-10, but may supplement page 2-10.

COUNTY OF SAN DIEGO

Disabled Veteran Business Enterprise (DVBE)
"Good Faith Effort" Package

Documentation of Good Faith Effort

(Due within 2 business days of bid opening)

The DVBE Cover Sheet is to be attached for the required certified DVBE documentation of "Good Faith Effort" for public works projects estimated by the County to be between \$500,000 and \$1 million.

Project Title: N/A

Oracle Project No. : _____

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

N/A

DOCUMENTATION OF GOOD FAITH EFFORT

- A. List potential DVBEs that the bidder solicited prior to prime contractor bid submittal 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.

Next

Bid

CONTRACT DOCUMENTS
FOR
REPAIR, REPLACEMENT AND CONSTRUCTION OF
CONCRETE CURBS, GUTTER, SIDEWALKS, COUNTYWIDE
ORACLE PROJECT NO. 1018524

BID OPENING DATE: August 07, 2014

BID NO. 6534

SPECIAL NOTICES

Disabled Veterans Business Enterprise (DVBE): Attention is directed to pages 1-7 through 1-9 of the contract documents concerning DVBE participation. These pages contain specific requirements for meeting an established participation requirement or a Good Faith Effort (GFE). GFE submittals must include required individual solicitations of DVBE firms and appropriate supporting documentation.

Addenda and Interpretations: The Owner will not be responsible for any oral interpretation of the meaning of the plans, specifications, or other pre-bid documents. Every request for such interpretation shall be in writing and forwarded via email to Brad.Nguyen@sdcounty.ca.gov and Kristen.Hill@sdcounty.ca.gov and to be given consideration must be received at least ten (10) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted on the County BuyNet website at <http://buynet.sdcounty.ca.gov>. It is the responsibility of all prospective bidders to check the County BuyNet website for any updates to contract documents. All addenda so issued shall become part of the Contract Documents.

Plan Holders List: All interested parties who would like to be placed on the plan holders list, please submit your information (company name, contact person, general or sub, address, phone and fax) in its entirety to the points of contact above on or before the due date for all RFIs. Plan holders lists will be posted on BuyNet labeled "plan holders list" as a courtesy and is not a requirement of this solicitation. The County of San Diego makes no representation as to the accuracy or for the completeness of the plan holders list.



COUNTY OF SAN DIEGO

DEPARTMENT OF PUBLIC WORKS
5500 OVERLAND AVENUE, SUITE 320
SAN DIEGO, CA 92123

COUNTY

PART II

DOCUMENTS TO BE EXECUTED BY BIDDER

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
PROPOSAL TO THE BOARD
FOR
REPAIR, REPLACEMENT AND CONSTRUCTION OF
CONCRETE CURBS, GUTTER, SIDEWALKS, COUNTYWIDE
ORACLE PROJECT NO. 1018524

RFB NO. 6534

Name of Bidder PORTILLO CONCRETE INC.

Business Address 3527 CITRUS STREET, LEMON GROVE, CA 91945

Place of Residence 873 LAGASCA PL, CHULA VISTA, CA 91911

LOCATION

The work to be performed under this Contract is located at various locations countywide, in the 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
REPAIR, REPLACEMENT AND
CONSTRUCTION OF
CONCRETE CURBS, GUTTERS, SIDEWALKS,
COUNTYWIDE (DISTRICT 1, 2, AND 5)

Approved: 06/25/14,

and,

The work to be done is listed in the work schedules contained in Part VIII of these Contract Documents.

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:

BASE BID SCHEDULE

(SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	\$ 4,000 -
2	CLEARING AND GRUBBING	LS	LS	LS	\$ 15,000 -
3	ROADWAY EXCAVATION	450	CY	\$ 50 -	\$ 22,500 -
4	PREPARE WPCP	LS	LS	LS	\$ 1,500 -
5	ASPHALT CONCRETE, TYPE B	125	TON	\$ 185 -	\$ 23,125 -
6	AGGREGATE BASE, CLASS 2	221	CY	\$ 65 -	\$ 14,365 -
7	TEMPORARY GRAVEL BAG	300	EA	\$ 3.50	\$ 1,050 -
8	TEMP. CONC. WASHOUT (PORTABLE)	LS	LS	LS	\$ 1,000 -
9	TRAFFIC CONTROL	LS	LS	LS	\$ 4,000 -
10	FIELD ORDERS	10,000	DLR	1.00	10,000.00
11	MINOR CONCRETE (SIDEWALK)	11	CY	\$ 450 -	\$ 4,950 -
12	MINOR CONCRETE (CURB & GUTTER)	2,560	LF	\$ 25 -	\$ 64,000 -
13	MINOR CONCRETE (CROSS GUTTER)	7	CY	\$ 400 -	\$ 2,800 -
14	MINOR CONCRETE (DRIVEWAY)	29	CY	\$ 400 -	\$ 11,600 -
15	MINOR CONCRETE (CURB RAMP)	2	CY	\$ 900 -	\$ 1,800 -
BASE BID TOTAL					\$ 181,690 -

Name of Bidder PORTILLO CONCRETE, INC.

3/13

2-3 (Addendum 1)

PART 2/COUNTY

ADDITIVE ALTERNATE 1 SCHEDULE

(SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	PREPARE WPCP	LS	LS	LS	\$750-
2	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	\$1,000-
3	CLEARING AND GRUBBING	LS	LS	LS	\$3,000-
4	ROADWAY EXCAVATION	8	CY	\$75-	\$600-
5	MINOR CONCRETE (SIDEWALK)	7	CY	\$400-	\$2,800-
6	MINOR CONCRETE (CURB & GUTTER)	23	LF	\$40-	\$920-
7	ASPHALT CONCRETE, TYPE B	2	TON	\$250-	\$500-
8	AGGREGATE SUBBASE, CLASS 2	2	CY	\$100-	\$200-
9	TEMPORARY GRAVEL BAG	300	EA	\$350-	\$1,050-
ADDITIVE ALTERNATE 1 TOTAL					\$10,820-

ADDITIVE ALTERNATE 2 SCHEDULE

(SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	PREPARE WPCP	LS	LS	LS	\$500-
2	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	\$1,000-
3	CLEARING AND GRUBBING	LS	LS	LS	\$3,000-
4	ROADWAY EXCAVATION	33	CY	\$75-	\$2,475-
5	MINOR CONCRETE (SIDEWALK)	1	CY	\$500-	\$500-
6	MINOR CONCRETE (CURB & GUTTER)	38	LF	\$40-	\$1,520-
7	MINOR CONCRETE (DRIVEWAY)	7	CY	\$450-	\$3,150-
8	ASPHALT CONCRETE, TYPE B	12	TON	\$200-	\$2,400-
9	AGGREGATE BASE, CLASS 2	19	CY	\$50-	\$950-
ADDITIVE ALTERNATE 2 TOTAL					\$15,495-

Name of Bidder PORTILLO CONCRETE INC.

ADDITIVE ALTERNATE 3 SCHEDULE (SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	PREPARE WPCP	LS	LS	LS	\$250-
2	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	\$500-
3	CLEARING AND GRUBBING	LS	LS	LS	\$2,500-
4	ROADWAY EXCAVATION	17	CY	\$75-	\$1,275-
5	MINOR CONCRETE (SIDEWALK)	11	CY	\$350-	\$3,850-
6	MINOR CONCRETE (CURB & GUTTER)	54	LF	\$35-	\$1,890-
7	ASPHALT CONCRETE, TYPE B	2	TON	\$500-	\$1,000-
8	AGGREGATE BASE, CLASS 2	3	CY	\$100-	\$300-
9	TEMPORARY GRAVEL BAG	300	EA	\$3.50	\$1,050-
10	TEMP. CONC. WASHOUT (PORTABLE)	LS	LS	LS	\$150-
11	TRAFFIC CONTROL	LS	LS	LS	\$1,500-
ADDITIVE ALTERNATE 3 TOTAL					\$14,265-

ADDITIVE ALTERNATE 4 SCHEDULE (SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	PREPARE WPCP	LS	LS	LS	\$250-
2	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	\$750-
3	CLEARING AND GRUBBING	LS	LS	LS	\$3,000-
4	ROADWAY EXCAVATION	34	CY	\$75-	\$2,550-
5	MINOR CONCRETE (SIDEWALK)	15	CY	\$350-	\$5,250-
6	MINOR CONCRETE (CURB & GUTTER)	127	LF	\$25-	\$3,175-
7	ASPHALT CONCRETE, TYPE B	7	TON	\$150-	\$1,050-
8	AGGREGATE BASE, CLASS 2	9	CY	\$75-	\$675-
9	TEMP. CONC. WASHOUT (PORTABLE)	LS	LS	LS	\$250-
10	TRAFFIC CONTROL	LS	LS	LS	\$1,500-
ADDITIVE ALTERNATE 4 TOTAL					\$18,450-

Name of Bidder PORTILLO CONCRETE INC.

ADDITIVE ALTERNATE 5 SCHEDULE

(SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	PREPARE WPCP	LS	LS	LS	\$250-
2	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	\$750-
3	CLEARING AND GRUBBING	LS	LS	LS	\$5,000-
4	ROADWAY EXCAVATION	131	CY	\$75-	\$9,825-
5	MINOR CONCRETE (SIDEWALK)	15	CY	\$350-	\$5,250-
6	MINOR CONCRETE (CURB & GUTTER)	486	LF	\$25-	\$12,150-
7	MINOR CONCRETE (DRIVEWAY)	22	CY	\$350-	\$7,700-
8	ASPHALT CONCRETE, TYPE B	31	TON	\$150-	\$4,650-
9	AGGREGATE BASE, CLASS 2	56	CY	\$25-	\$1,400-
10	TEMP. CONC. WASHOUT (PORTABLE)	LS	LS	LS	\$300-
11	TRAFFIC CONTROL	LS	LS	LS	\$2,500-
ADDITIVE ALTERNATE 5 TOTAL					\$49,775-

BID TOTALS

BASE BID TOTAL.....\$ 181,690-

BASE BID + ADDITIVE ALTERNATE 1 TOTAL.....\$ 192,510-

BASE BID + ADDITIVE ALTERNATES 1 AND 2 TOTAL.....\$ 208,005-

BASE BID + ADDITIVE ALTERNATES 1, 2 AND 3 TOTAL.....\$ 222,270-

BASE BID + ADDITIVE ALTERNATES 1, 2, 3 AND 4 TOTAL.....\$ 240,720-

BASE BID + ADDITIVE ALTERNATES 1, 2, 3, 4 AND 5 TOTAL.....\$ 290,495-

Name of Bidder PORTILLO CONCRETE 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 shown in the Base Bid, and for Additive Alternates 1, 2, 3, 4 and 5 Schedules. The lowest bid shall be the lowest total bid price for one of the following combinations, taken in order, based on a fund amount of \$208,333:

1. Base Bid
2. Base Bid plus Additive Alternate 1
3. Base Bid plus Additive Alternates 1 and 2
4. Base Bid plus Additive Alternates 1, 2 and 3
5. Base Bid plus Additive Alternates 1, 2, 3 and 4
6. Base Bid plus Additive Alternates 1, 2, 3, 4 and 5

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 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 within seventy-five (75) calendar days from the date specified for the opening of bids.

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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of San Diego

}

On 08/07/2014

Date

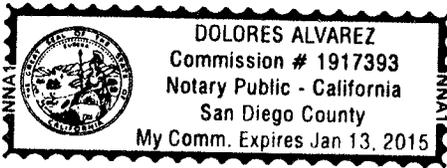
before me, Dolores Alvarez, Notary Public

Here Insert Name and Title of the Officer

personally appeared Mario Portillo

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person ~~(X)~~ whose name ~~(X)~~ 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 ~~(X)~~, or the entity upon behalf of which the person ~~(X)~~ acted, executed the instrument.



Place Notary Seal Above

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

Witness my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Individual

Corporate Officer — Title(s): _____

Partner — Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer's Name: _____

Individual

Corporate Officer — Title(s): _____

Partner — Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

**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) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors

3. BUSINESS REPRESENTATION

3.1. REPRESENTATION AS 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).

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

Certifying 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).

4.7. Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.

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 offer, 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 offer 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

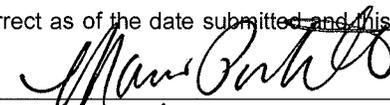
6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

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: MARIO PORTILLO

Signature: 

Title: PRES/CEO

Date: 7/30/14

Company/Organization: PORTILLO CONCRETE INC.

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", the "Portion of Work to be Contracted" and the "License No." that will be done by each subcontractor are required at the time of bid submittal. An inadvertent error in listing the California contractor license number must be corrected **by the prime contractor within 24 hours after bid opening** by email to the Procurement Contracting Officer listed as contact for this RFB, provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor, or else the bid may be determined non-responsive. The remainder of the information shall be submitted **by all bidders within two business days of bid opening** by e-mail to said Procurement Contracting Officer.

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

DESIGNATION OF SUBCONTRACTORS

DESIGNATION OF SUBCONTRACTORS				
PORTION OF WORK TO BE SUBCONTRACTED		BUSINESS NAME AND ADDRESS	PERCENTAGE OF TOTAL CONTRACT	LICENSE NO.
BID SCHED & ITEM NO.	DESCRIPTION OF WORK (Indicate if work includes only a "portion" of the bid item)			
NONE	NONE	NONE	NONE	NONE

TOTAL % SUBCONTRACTED _____

Name of Bidder PORTULLO CONCRETE INC.

FOR: REPAIR, REPLACEMENT AND CONSTRUCTION OF CONCRETE CURBS, GUTTERS, SIDEWALKS, COUNTYWIDE:
ORACLE PROJECT NO. 1018524

Accompanying this proposal is BIDDER'S BOND
in amount equal to at least ten percent of total of the bid.
(NOTICE: Insert the words "cash (\$ _____)," "cashier's check," "certified check," or "bidder's bond," as the case may be.)

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.

PORTILLO CONCRETE INC.
MARIO PORTILLO - PRES./CEO
TINA PORTILLO - SEC./CFO

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

License No. 680144 Classification (s) A, B, C-8 Exp. Date 10/31/14

Warning - If an addendum or addenda have been issued by the Department and not noted in the Proposal to the Board on page 2-2 as being received by the bidder, this Proposal may be rejected.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

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

SIGN
HERE

(
(MARIO PORTILLO
(Legal Name of Bidder
(
(
(by _____ (SEAL)
(Signature
(
(PRES./CEO
(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 3527 CITRUS ST., LEMON GROVE, CA 91945

Telephone (619) 466-4639 Fax (619) 466-4685

E-Mail address MPORTILLO@PORTILLOCONCRETEINC.COM

Dated JULY 30th, 20 14, at SAN DIEGO, California.

BOND NO. n/a

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we Portillo Concrete, 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 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 August 7, 2014 for
DATE

REPAIR, REPLACEMENT AND CONSTRUCTION OF CONCRETE CURBS, GUTTERS, SIDEWALKS, COUNTYWIDE
ORACLE PROJECT NO. 1018524

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 4th. day of August A.D. 2014.

The Ohio Casualty Insurance Company (SEAL) Portillo Concrete, Inc. (SEAL)
Cyndi Beilman, Attorney-in-Fact (SEAL) Maria Gutierrez (SEAL)
Surety Principal

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.

** SEE ATTACHED ACKNOWLEDGEMENT **

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

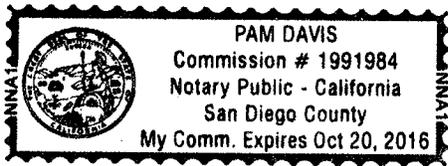
STATE OF CALIFORNIA

County of San Diego }

On August 4, 2014 before me, Pam Davis, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Cyndi Beilman
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.



Place Notary Seal Above

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 *Pam Davis*
Signature of Notary Public Pam Davis

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

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

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

Certificate No. 6625930

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anne Wright; Cyndi Beilman; Dana Michaelis

all of the city of La Mesa, state of CA 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 pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of June, 2014.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

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



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 30th day of June, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation 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 execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that 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.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, 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 4th day of August, 2014.

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary



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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of San Diego

}

On 08/07/2014

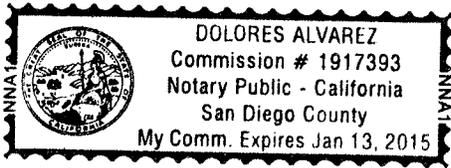
Date

before me, Dolores Alvarez, Notary Public

Here Insert Name and Title of the Officer

personally appeared Mario Portillo

Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

DATE: 7/30/14

ORACLE PROJECT NO. 1018524

COUNTY OF SAN DIEGO
 BIDDER DVBE INFORMATION
 (Due within 2 business days of bid opening)

PROJECT TITLE: REPAIR, REPLACEMENT AND CONSTRUCTION OF CONCRETE CURBS, GUTTER, SIDEWALKS, COUNTYWIDE

BIDDER: PORTILLO CONCRETE INC.

BIDDER REPRESENTATIVE: MARIO PORTILLO

BID SCHED & ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL If not entire item indicate as portions of.	NAME OF CERTIFIED DVBE TO BE USED (PRIME, SUBCONTRACTOR OR VENDOR) AND ADDRESS, TELEPHONE, AND CERTIFICATION NUMBER	DOLLAR AMOUNT TO BE PAID THIS DVBE
N/A	N/A	N/A	N/A
TOTAL DOLLARS TO CERTIFIED DVBE (PRIME, SUBCONTRACTOR OR VENDOR)			\$

COMPUTATION OF UTILIZATION AND COMPARISON WITH THE DVBE PARTICIPATION

Disabled Veterans	$\frac{\text{Total Amount to DVBE}}{\text{Total Bid}} \times 100 = \text{Percent of Utilization}$	3% *See DVBE and DVBE Participation information sections to determine if goal required for this solicitation
	_____ x 100 = _____%	

PART IIA

**DOCUMENTS TO BE EXECUTED AND SUBMITTED BY ALL
BIDDERS WHO FAIL TO MEET DVBE PARTICIPATION FOR PUBLIC WORK PROJECTS
ESTIMATED (BY THE COUNTY) TO BE BETWEEN \$500,000 AND \$1 MILLION**

**(SHALL BE SUBMITTED BY E-MAIL TO THE PROCUREMENT
CONTRACTING OFFICER LISTED AS CONTACT FOR THIS RFB
WITHIN TWO (2) BUSINESS DAYS
OF THE BID OPENING)**

(Bidders are cautioned that even if their BIDDER DVBE INFORMATION form (page 2-10) indicates the stated DVBE participation has been met, all bidders 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 the stated DVBE participation has not been met.) These documents cannot be submitted in lieu of page 2-10, but may supplement page 2-10.

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

Documentation of Good Faith Effort
(Due within 2 business days of bid opening)

The DVBE Cover Sheet is to be attached for the required certified DVBE documentation of “Good Faith Effort” for public works projects estimated by the County to be between \$500,000 and \$1 million.

Project Title: _____

Oracle Project No. : _____

Bid No.: _____

Bid Date: _____

Name of Contractor Submitting Bid:

N/A

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 prior to prime contractor bid submittal 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.	N/A	
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.

Next

Bid

PART II

DOCUMENTS TO BE EXECUTED BY BIDDER

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
PROPOSAL TO THE BOARD
FOR
REPAIR, REPLACEMENT AND CONSTRUCTION OF
CONCRETE CURBS, GUTTER, SIDEWALKS, COUNTYWIDE
ORACLE PROJECT NO. 1018524

RFB NO. 6534

Name of Bidder Just Construction, Inc.

Business Address 3103 Market Street, San Diego, CA 92102

Place of Residence 3103 Market Street, San Deigo, CA 92102

LOCATION

The work to be performed under this Contract is located at various locations countywide, in the 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
REPAIR, REPLACEMENT AND
CONSTRUCTION OF
CONCRETE CURBS, GUTTERS, SIDEWALKS,
COUNTYWIDE (DISTRICT 1, 2, AND 5)

Approved: 06/25/14,

and,

The work to be done is listed in the work schedules contained in Part VIII of these Contract Documents.

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:

BASE BID SCHEDULE

(SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	\$11,000.00
2	CLEARING AND GRUBBING	LS	LS	LS	\$ 8,800.00
3	ROADWAY EXCAVATION	450	CY	\$44.00	\$19,800.00
4	PREPARE WPCP	LS	LS	LS	\$ 990.00
5	ASPHALT CONCRETE, TYPE B	125	TON	\$327.80	\$40,975.00
6	AGGREGATE BASE, CLASS 2	221	CY	\$38.50	\$ 8,508.50
7	TEMPORARY GRAVEL BAG	300	EA	\$5.50	\$1,650.00
8	TEMP. CONC. WASHOUT (PORTABLE)	LS	LS	LS	\$ 880.00
9	TRAFFIC CONTROL	LS	LS	LS	\$8,800.00
10	FIELD ORDERS	10,000	DLR	1.00	10,000.00
11	MINOR CONCRETE (SIDEWALK)	11	CY	\$528.00	\$5,808.00
12	MINOR CONCRETE (CURB & GUTTER)	2,560	LF	\$19.80	\$50,688.00
13	MINOR CONCRETE (CROSS GUTTER)	7	CY	\$605.00	\$4,235.00
14	MINOR CONCRETE (DRIVEWAY)	29	CY	\$605.00	\$17,545.00
15	MINOR CONCRETE (CURB RAMP)	2	CY	\$704.00	\$1,408.00
BASE BID TOTAL					\$191,087.50

Name of Bidder Just Construction, Inc.

ADDITIVE ALTERNATE 1 SCHEDULE

(SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	PREPARE WPCP	LS	LS	LS	\$ 220.00
2	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	\$3,300.00
3	CLEARING AND GRUBBING	LS	LS	LS	\$2,200.00
4	ROADWAY EXCAVATION	8	CY	\$44.00	\$ 352.00
5	MINOR CONCRETE (SIDEWALK)	7	CY	\$704.00	\$4,928.00
6	MINOR CONCRETE (CURB & GUTTER)	23	LF	\$19.80	\$455.40
7	ASPHALT CONCRETE, TYPE B	2	TON	\$1,650.00	\$3,300.00
8	AGGREGATE SUBBASE, CLASS 2	2	CY	\$38.50	\$77.00
9	TEMPORARY GRAVEL BAG	300	EA	\$5.50	\$1,650.00
ADDITIVE ALTERNATE 1 TOTAL					\$16,482.40

ADDITIVE ALTERNATE 2 SCHEDULE

(SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	PREPARE WPCP	LS	LS	LS	\$220.00
2	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	\$2,750.00
3	CLEARING AND GRUBBING	LS	LS	LS	\$2,200.00
4	ROADWAY EXCAVATION	33	CY	\$44.00	\$1,452.00
5	MINOR CONCRETE (SIDEWALK)	1	CY	\$704.00	\$704.00
6	MINOR CONCRETE (CURB & GUTTER)	38	LF	\$19.80	\$752.40
7	MINOR CONCRETE (DRIVEWAY)	7	CY	\$660.00	\$4,620.00
8	ASPHALT CONCRETE, TYPE B	12	TON	\$577.50	\$6,930.00
9	AGGREGATE BASE, CLASS 2	19	CY	\$38.50	\$731.50
ADDITIVE ALTERNATE 2 TOTAL					\$20,140.90

Name of Bidder Just Construction, Inc.

ADDITIVE ALTERNATE 3 SCHEDULE (SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	PREPARE WPCP	LS	LS	LS	\$220.00
2	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	\$2,750.00
3	CLEARING AND GRUBBING	LS	LS	LS	\$3,850.00
4	ROADWAY EXCAVATION	17	CY	\$44.00	\$748.00
5	MINOR CONCRETE (SIDEWALK)	11	CY	\$704.00	\$7,744.00
6	MINOR CONCRETE (CURB & GUTTER)	54	LF	\$19.80	\$1,069.20
7	ASPHALT CONCRETE, TYPE B	2	TON	\$1,650.00	\$3,300.00
8	AGGREGATE BASE, CLASS 2	3	CY	\$38.50	\$115.50
9	TEMPORARY GRAVEL BAG	300	EA	\$5.50	\$1,650.00
10	TEMP. CONC. WASHOUT (PORTABLE)	LS	LS	LS	\$880.00
11	TRAFFIC CONTROL	LS	LS	LS	\$2,750.00
ADDITIVE ALTERNATE 3 TOTAL					\$24,857.70

ADDITIVE ALTERNATE 4 SCHEDULE (SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	PREPARE WPCP	LS	LS	LS	\$220.00
2	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	\$2,750.00
3	CLEARING AND GRUBBING	LS	LS	LS	\$3,850.00
4	ROADWAY EXCAVATION	34	CY	\$44.00	\$1,496.00
5	MINOR CONCRETE (SIDEWALK)	15	CY	\$704.00	\$10,560.00
6	MINOR CONCRETE (CURB & GUTTER)	127	LF	\$19.80	\$2,514.60
7	ASPHALT CONCRETE, TYPE B	7	TON	\$935.00	\$6,545.00
8	AGGREGATE BASE, CLASS 2	9	CY	\$38.50	\$346.50
9	TEMP. CONC. WASHOUT (PORTABLE)	LS	LS	LS	\$880.00
10	TRAFFIC CONTROL	LS	LS	LS	\$2,750.00
ADDITIVE ALTERNATE 4 TOTAL					\$31,912.10

Name of Bidder Just Construction, Inc.

ADDITIVE ALTERNATE 5 SCHEDULE

(SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	PREPARE WPCP	LS	LS	LS	\$220.00
2	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	\$2,750.00
3	CLEARING AND GRUBBING	LS	LS	LS	\$3,850.00
4	ROADWAY EXCAVATION	131	CY	\$44.00	\$5,764.00
5	MINOR CONCRETE (SIDEWALK)	15	CY	\$704.00	\$10,560.00
6	MINOR CONCRETE (CURB & GUTTER)	486	LF	\$19.80	\$9,622.80
7	MINOR CONCRETE (DRIVEWAY)	22	CY	\$660.00	\$14,520.00
8	ASPHALT CONCRETE, TYPE B	31	TON	\$440.00	\$13,640.00
9	AGGREGATE BASE, CLASS 2	56	CY	\$38.50	\$2,156.00
10	TEMP. CONC. WASHOUT (PORTABLE)	LS	LS	LS	\$880.00
11	TRAFFIC CONTROL	LS	LS	LS	\$2,750.00
ADDITIVE ALTERNATE 5 TOTAL					\$66,712.80

BID TOTALS

BASE BID TOTAL.....	\$	<u>\$191,087.50</u>
BASE BID + ADDITIVE ALTERNATE 1 TOTAL.....	\$	<u>\$207,569.90</u>
BASE BID + ADDITIVE ALTERNATES 1 AND 2 TOTAL.....	\$	<u>\$227,710.80</u>
BASE BID + ADDITIVE ALTERNATES 1, 2 AND 3 TOTAL.....	\$	<u>\$252,568.50</u>
BASE BID + ADDITIVE ALTERNATES 1, 2, 3 AND 4 TOTAL.....	\$	<u>\$284,480.60</u>
BASE BID + ADDITIVE ALTERNATES 1, 2, 3, 4 AND 5 TOTAL.....	\$	<u>\$351,193.40</u>

Name of Bidder Just Construction, 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 shown in the Base Bid, and for Additive Alternates 1, 2, 3, 4 and 5 Schedules. The lowest bid shall be the lowest total bid price for one of the following combinations, taken in order, based on a fund amount of \$208,333:

1. Base Bid
2. Base Bid plus Additive Alternate 1
3. Base Bid plus Additive Alternates 1 and 2
4. Base Bid plus Additive Alternates 1, 2 and 3
5. Base Bid plus Additive Alternates 1, 2, 3 and 4
6. Base Bid plus Additive Alternates 1, 2, 3, 4 and 5

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 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 within seventy-five (75) calendar days from the date specified for the opening of bids.

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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego }

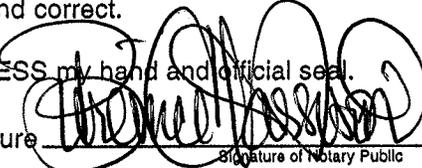
On 8-7-14 before me, Berenice C. Harrison
Date Here Insert Name and Title of the Officer

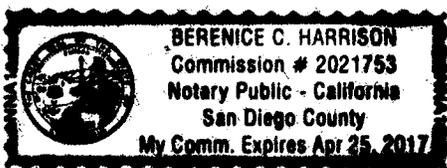
personally appeared H. Andres Romero
Name(s) of Signer(s)

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

**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) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors

3. BUSINESS REPRESENTATION

3.1. REPRESENTATION AS 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).

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

Certifying 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).

4.7. Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.

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 offer, 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 offer 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).

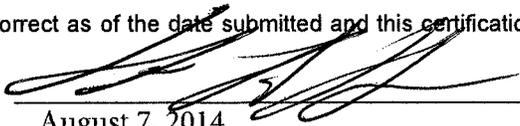
CERTIFICATION

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: H. Andres Romero

Title: President

Company/Organization: Just Construction, Inc.

Signature: 

Date: August 7, 2014

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", the "Portion of Work to be Contracted" and the "License No." that will be done by each subcontractor are required at the time of bid submittal. An inadvertent error in listing the California contractor license number must be corrected **by the prime contractor within 24 hours after bid opening** by email to the Procurement Contracting Officer listed as contact for this RFB, provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor, or else the bid may be determined non-responsive. The remainder of the information shall be submitted **by all bidders within two business days of bid opening** by e-mail to said Procurement Contracting Officer.

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

**FOR: REPAIR, REPLACEMENT AND CONSTRUCTION OF CONCRETE CURBS, GUTTERS, SIDEWALKS, COUNTYWIDE;
ORACLE PROJECT NO. 1018524**

Accompanying this proposal is Bidder's Bond
in amount equal to at least ten percent of total of the bid.
(NOTICE: Insert the words "cash (\$ _____)," "cashier's check," "certified check," or "bidder's bond," as the case may be.)

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.*

- Just Construction, Inc.
- H. Andres Romero, President
- Gabriel Fonseca, Manager
- Sonia Garcia, Secretary/Treasurer

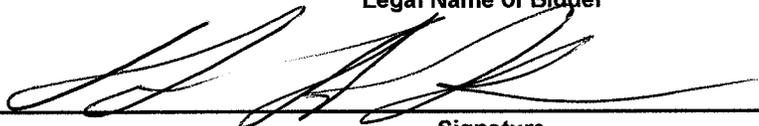
Licensed in accordance with an act providing for the registration of Contractors,

License No. 968910 Classification (s) A, B, C-8 Exp. Date 01/31/2016

Warning - If an addendum or addenda have been issued by the Department and not noted in the Proposal to the Board on page 2-2 as being received by the bidder, this Proposal may be rejected.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

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

(
(Just Construction, Inc.
(Legal Name of Bidder
(
(
(
(by  (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 3103 Market Street, San Deigo, CA 92102

Telephone (619) 702-7220 Fax (619) 702-7110

E-Mail address andres@justconstructioninc.com

Dated August 7, 20 14, at San Diego, California.

State National Insurance Company, Inc. Administered by:
CONTRACTOR MANAGING GENERAL INSURANCE AGENCY, INC.

POWER OF ATTORNEY

KNOW BY ALL THESE PRESENTS That STATE NATIONAL INSURANCE COMPANY, INC. a corporation organized and existing under the laws of the State of Texas, having its principal office in Bedford, Texas does hereby constitute and appoint

Stephanie Hope Shear

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, the following bond described as:
County of San Diego - Repair, Replacement and Construction of Concrete Curbs, Gutter, Siewalks,
Countywide Oracle Project No. 1018524

for: Three Million and 00/100 Dollars (\$3,000,000)

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 present, shall be as binding upon STATE NATIONAL INSURANCE COMPANY, INC. 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.

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, STATE NATIONAL INSURANCE COMPANY, INC. has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 24th day of March, 2014.

STATE NATIONAL INSURANCE COMPANY, INC.

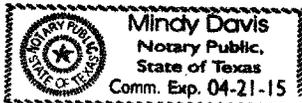
Terry L. Ledbetter, President

Trace Ledbetter, Secretary

STATE OF TEXAS
County of Tarrant

On this 24th day of March, 2014 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each of the herein described and authorized officer of STATE NATIONAL INSURANCE COMPANY, INC.; 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.

IN WITNESS WHEREOF, I have hereunto set my hand at Bedford, Texas the day and year above written.



[Notary Stamp]

Signature of Notary

I, Trace Ledbetter, Secretary of STATE NATIONAL INSURANCE COMPANY, INC., do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by STATE NATIONAL INSURANCE COMPANY, INC., which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attested the seal of said Company this 5th day of August, 2014.

Trace Ledbetter, Secretary

CALIFORNIA ALL - PURPOSE ACKNOWLEDGEMENT

State of California

County of Los Angeles

On AUG 05 2014 before me, JAN MICHELLE RIVERA, NOTARY PUBLIC
DATE NAME, TITLE OF OFFICER

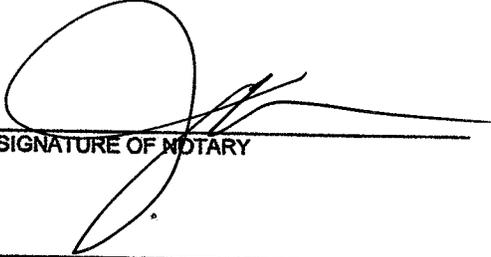
Personally appeared STEPHANIE HOPE SHEAR
NAME(S) OF SIGNER(S)

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 OF NOTARY

NOTARY SEAL

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego }

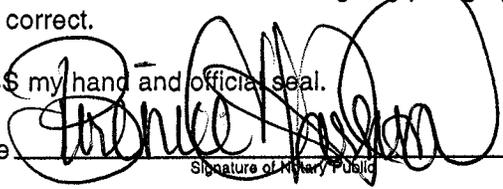
On 8-7-14 before me, Berenice C. Harrison
Date Here Insert Name and Title of the Officer

personally appeared H. Andres Romero
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

DATE: _____

ORACLE PROJECT NO. _____

**COUNTY OF SAN DIEGO
 BIDDER DVBE INFORMATION
 (Due within 2 business days of bid opening)**

PROJECT TITLE: _____

BIDDER: _____

BIDDER REPRESENTATIVE: _____

BID SCHED & ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL If not entire item indicate as portions of.	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 DVBE PARTICIPATION

Disabled Veterans	$\frac{\text{Total Amount to DVBE}}{\text{Total Bid}} \times 100 = \text{Percent of Utilization}$	3% *See DVBE and DVBE Participation information sections to determine if goal required for this solicitation
	$\text{_____} \times 100 = \text{_____}\%$	

PART IIA

**DOCUMENTS TO BE EXECUTED AND SUBMITTED BY ALL
BIDDERS WHO FAIL TO MEET DVBE PARTICIPATION FOR PUBLIC WORK PROJECTS
ESTIMATED (BY THE COUNTY) TO BE BETWEEN \$500,000 AND \$1 MILLION**

**(SHALL BE SUBMITTED BY E-MAIL TO THE PROCUREMENT
CONTRACTING OFFICER LISTED AS CONTACT FOR THIS RFB
WITHIN TWO (2) BUSINESS DAYS
OF THE BID OPENING)**

(Bidders are cautioned that even if their BIDDER DVBE INFORMATION form (page 2-10) indicates the stated DVBE participation has been met, all bidders 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 the stated DVBE participation has not been met.) These documents cannot be submitted in lieu of page 2-10, but may supplement page 2-10.

COUNTY OF SAN DIEGO

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

Documentation of Good Faith Effort
(Due within 2 business days of bid opening)

The DVBE Cover Sheet is to be attached for the required certified DVBE documentation of “Good Faith Effort” for public works projects estimated by the County to be between \$500,000 and \$1 million.

Project Title: _____

Oracle Project No. : _____

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 prior to prime contractor bid submittal 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.



County of San Diego

JOHN M. PELLEGRINO
DIRECTOR

DEPARTMENT OF PURCHASING AND CONTRACTING
5560 OVERLAND AVENUE, SUITE 270, SAN DIEGO, CALIFORNIA 92123-1204
Phone (858) 505-6367 Fax (858) 715-6452

August 1, 2014

ADDENDUM No. 1

REQUEST FOR BID (RFB) 6534 REPAIR, REPLACEMENT AND CONSTRUCTION OF CONCRETE CURBS, GUTTER, SIDEWALK, COUNTYWIDE, ORACLE PROJECT NO. 1018524

Addendum No. 1 forms a part of the contract documents and changes the original documents only in the manner and to the extent stated.

CHANGES:

1. Delete page 2-3 in Part 2 and replace with page 2-3 (Addendum 1).

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, please contact Kristen Hill, Procurement Contracting Officer at (858) 505-6360, or by email at kristen.hill@sdcounty.ca.gov.

Attachments

1. Page 2-3 (Addendum 1)

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:

BASE BID SCHEDULE

(SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	
2	CLEARING AND GRUBBING	LS	LS	LS	
3	ROADWAY EXCAVATION	450	CY		
4	PREPARE WPCP	LS	LS	LS	
5	ASPHALT CONCRETE, TYPE B	125	TON		
6	AGGREGATE BASE, CLASS 2	221	CY		
7	TEMPORARY GRAVEL BAG	300	EA		
8	TEMP. CONC. WASHOUT (PORTABLE)	LS	LS	LS	
9	TRAFFIC CONTROL	LS	LS	LS	
10	FIELD ORDERS	10,000	DLR	1.00	10,000.00
11	MINOR CONCRETE (SIDEWALK)	11	CY		
12	MINOR CONCRETE (CURB & GUTTER)	2,560	LF		
13	MINOR CONCRETE (CROSS GUTTER)	7	CY		
14	MINOR CONCRETE (DRIVEWAY)	29	CY		
15	MINOR CONCRETE (CURB RAMP)	2	CY		
BASE BID TOTAL					

Name of Bidder _____



County of San Diego

JOHN M. PELLEGRINO
DIRECTOR

DEPARTMENT OF PURCHASING AND CONTRACTING
5560 OVERLAND AVENUE, SUITE 270, SAN DIEGO, CALIFORNIA 92123-1204
Phone (858) 505-6367 Fax (858) 715-6452

August 6, 2014

ADDENDUM No. 2

REQUEST FOR BID (RFB) 6534 REPAIR, REPLACEMENT AND CONSTRUCTION OF CONCRETE CURBS, GUTTER, SIDEWALK, COUNTYWIDE, ORACLE PROJECT NO. 1018524

Addendum No. 2 forms a part of the contract documents and changes the original documents only in the manner and to the extent stated.

CHANGES:

1. Delete pages 5-28, 5-30 and 5-32 in Part 5 and replace with pages 5-28 (Addendum 2), 5-30 (Addendum 2) and 5-32 (Addendum 2).

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, please contact Kristen Hill, Procurement Contracting Officer at (858) 505-6360, or by email at kristen.hill@sdcounty.ca.gov.

Attachments

1. Page 5-28 (Addendum 2)
2. Page 5-30 (Addendum 2)
3. Page 5-32 (Addendum 2)

Asphalt concrete for temporary tapers shall be commercial quality and may be spread and compacted by any method that will produce a smooth riding surface. Temporary asphalt concrete tapers shall be completely removed, including the removal of all loose material from the underlying surface, before placing the permanent resurfacing. Such removed material shall be disposed of outside the highway right of way in accordance with Section 7-1.13, "Disposal of Material Outside the Highway Right of Way", of the Standard Specifications.

The Contractor shall take steps to insure the underlying base is not exposed during planing operations. Underlying base that is exposed, as a result of the Contractor's operation, shall be immediately protected with asphalt concrete paving material at the Contractor's expense. Operations shall be scheduled such that not more than seven (7) days shall elapse between the time cold planing operations are performed and permanent resurfacing is placed. In the event paving operations are not completed within the time restraints specified in this contract, the Owner may suspend or cease planing operations until such time all required paving operations are performed to the satisfaction of the Engineer.

Advance warning signs shall be placed in accordance with the Standard Specifications and these Special Provisions.

Immediately prior to beginning cold planing operations the Contractor shall furnish and place W8-8 "ROUGH ROAD" (construction orange) signs, and the required advance warning signs. The W8-8 signs shall be placed 200 feet in advance and at the beginning of the cold planing operation for each direction of travel, at a maximum of 1,000-foot intervals along each side of the traveled way, at all intersections, on-ramps and public roads or streets entering the cold planing area, and as directed by the Engineer.

W8-8 signs shall be set on barricades and shall be maintained in place at each location until resurfacing of the roadway is completed. Advance warning and W8-8 signs shall conform to the requirements for construction area signs in Section 12, "Construction Area Traffic Control Devices", of the Standard Specifications.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in cold planing asphalt concrete pavement, including furnishing asphalt concrete for constructing, maintaining and removing temporary asphalt concrete tapers, and disposing of planed and asphalt concrete taper material, as shown on the plans, as specified in these Special Provisions, and as directed by the Engineer shall be considered as included in the contract price paid per ton for asphalt concrete, type B, and no separate payment will be made therefor.

10. MINOR CONCRETE

Minor concrete shall consist of constructing concrete curb & gutter, sidewalks, driveways, cross gutters, and curb ramps, in conformance with the details shown on the plans and in accordance with Section 73, "Concrete Curbs and Sidewalks," of the Standard Specifications and these special provisions.

Minor concrete for curb & gutter, sidewalks, and curb ramps, shall contain not less than 520 pounds of cementitious material per cubic yard, except as otherwise specified for extruded or slip-formed curbs in Section 73, "Payment," of the Standard Specifications.

Minor concrete (cross-gutter), Minor concrete (driveway) and Minor concrete (curb ramp) will be measured and paid for by the cubic yard in the same manner specified for minor concrete (sidewalk) in Section 73-1.08, "Payment", of the Standard Specifications.

Minor concrete (curb and gutter) will be measured and paid for by the linear foot as specified in Section 73-1.08, "Payment", of the Standard Specifications.

Limits for payment of Minor concrete (driveway) shall consist of the width and length of the driveway and driveway wings excluding limits of curb and gutter.

Limits for payment of Minor concrete (curb ramp) shall be from point of curb return (PCR) to PCR or between saw cut lines whichever is less.

Minor concrete (curb & gutter) placed in front of concrete curb ramps will be paid for separately as Minor concrete (curb & gutter).

Full compensation for detectable warning surfaces shall be considered as included in the contract price paid per cubic yard for minor concrete (curb ramp) and no additional compensation will be allowed therefor.

Full compensation for premolded expansion joint fillers shall be considered as included in the contract price paid per cubic yard for minor concrete items of work involved and no additional compensation will be allowed therefore.

11. TRAFFIC CONTROL

Traffic control shall conform to Section 12, "Construction Area Traffic Control Devices", of the Standard Specifications, to Special Condition No. 21, "Maintaining Traffic" of the Special Conditions and these Special Provisions.

The contract lump sum price paid for traffic control shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in providing traffic control, complete in place, including, but not limited to, providing access to homeowners, furnishing and placing construction area traffic control devices, as specified in the Standard Specifications, the Special Conditions, and these Special Provisions, and as directed by the Engineer. Traffic control in base bid includes traffic control for all awarded additive alternates unless a separate bid item for traffic control is listed for the additive alternate.

12. TEMPORARY GRAVEL BAG

Temporary gravel bag shall conform to the details shown on the plans and these special provisions.

Temporary gravel bag shall be furnished, installed, maintained and removed at the locations shown on the plans.

Preparation shall conform to the provisions in Section 20-3.02, "Preparation," of the Standard Specifications.

Attention is directed to "Water Pollution Control" of these special provisions.

MATERIALS

Materials shall conform to the provisions in Section 20-2, "Materials," of the Standard Specifications.

drum shall be stenciled "Concrete Waste Material." The letters shall be black and 4 inches in height on a white background. The top of the stenciling shall be 12 inches from the top of the barrel.

A portable temporary concrete washout shall be as follows:

- A. A portable temporary concrete washout shall be in place prior to placement of concrete and shall be located in the immediate area of the concrete work as approved by the Engineer. The temporary concrete washout shall be located away from construction traffic or public access areas. After initial placement, temporary concrete washout shall be moved as needed for concrete construction work. When the temporary concrete washout is no longer required, as determined by the Engineer, it shall be removed and disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.
- B. A sign shall be installed adjacent to each washout at a location determined by the Contractor and approved by the Engineer. Sign shall be installed in conformance with the provisions in Section 12-3.06B, "Portable Signs" of the Standard Specifications. Each portable sign shall consist of a base, framework and a sign panel. The sign panel shall be made out of plywood and shall have a minimum size of 48" x 24". The sign panel shall read "Concrete Washout" with black letters, 6 inches in height, on a white background.
- C. The Contractor shall provide sufficient temporary concrete washout capacity to contain liquid and concrete waste generated by washout operations without seepage or spills.

Maintaining the portable temporary concrete washout shall include removing and disposing of concrete waste. Concrete waste material generated shall be removed each day and disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way" of the Standard Specifications.

The Contractor shall provide the name and location of the disposal facility to the Engineer before disposal of solid and liquid concrete waste. The Contractor shall provide verification that the off-site commercial or noncommercial disposal site has a permit issued by the California Regional Water Quality Control Board (RWQCB). If the disposal site is located outside of the State of California, the Contractor shall provide a copy of the permit issued by the state or local agency having jurisdiction over the disposal site.

When relocating or transporting a portable temporary concrete washout, the portable washout shall be properly secured to prevent spilling of concrete waste material.

The contract lump sum price paid for temporary concrete washout (portable) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing, placing, maintaining, repairing, removing and disposing of temporary concrete washout (portable), complete in place, including furnishing, erecting, maintaining, removing and disposing of all sign material, and conformance to all provisions of the Regional Water Quality Control Board (RWQCB) permit, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer. Temporary concrete washout (portable) in base bid includes temporary concrete washout (portable) for all awarded additive alternates unless a separate bid item for temporary concrete washout (portable) is listed for the additive alternate.

14. FIELD ORDERS

Next

Bid



County of San Diego

JOHN M. PELLEGRINO
DIRECTOR

DEPARTMENT OF PURCHASING AND CONTRACTING
5560 OVERLAND AVENUE, SUITE 270, SAN DIEGO, CALIFORNIA 92123-1204
Phone (858) 505-6367 Fax (858) 715-6452

August 1, 2014

ADDENDUM No. 1

REQUEST FOR BID (RFB) 6534 REPAIR, REPLACEMENT AND CONSTRUCTION OF CONCRETE CURBS, GUTTER, SIDEWALK, COUNTYWIDE, ORACLE PROJECT NO. 1018524

Addendum No. 1 forms a part of the contract documents and changes the original documents only in the manner and to the extent stated.

CHANGES:

1. Delete page 2-3 in Part 2 and replace with page 2-3 (Addendum 1).

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, please contact Kristen Hill, Procurement Contracting Officer at (858) 505-6360, or by email at kristen.hill@sdcounty.ca.gov.

Attachments

1. Page 2-3 (Addendum 1)



County of San Diego

JOHN M. PELLEGRINO
DIRECTOR

DEPARTMENT OF PURCHASING AND CONTRACTING
5560 OVERLAND AVENUE, SUITE 270, SAN DIEGO, CALIFORNIA 92123-1204
Phone (858) 505-6367 Fax (858) 715-6452

August 6, 2014

ADDENDUM No. 2

REQUEST FOR BID (RFB) 6534 REPAIR, REPLACEMENT AND CONSTRUCTION OF CONCRETE CURBS, GUTTER, SIDEWALK, COUNTYWIDE, ORACLE PROJECT NO. 1018524

Addendum No. 2 forms a part of the contract documents and changes the original documents only in the manner and to the extent stated.

CHANGES:

1. Delete pages 5-28, 5-30 and 5-32 in Part 5 and replace with pages 5-28 (Addendum 2), 5-30 (Addendum 2) and 5-32 (Addendum 2).

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, please contact Kristen Hill, Procurement Contracting Officer at (858) 505-6360, or by email at kristen.hill@sdcounty.ca.gov.

Attachments

1. Page 5-28 (Addendum 2)
2. Page 5-30 (Addendum 2)
3. Page 5-32 (Addendum 2)

PART II

DOCUMENTS TO BE EXECUTED BY BIDDER

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
PROPOSAL TO THE BOARD
FOR
REPAIR, REPLACEMENT AND CONSTRUCTION OF
CONCRETE CURBS, GUTTER, SIDEWALKS, COUNTYWIDE
ORACLE PROJECT NO. 1018524

RFB NO. 6534

Name of Bidder A. B. HASHMI, INC.
13066 DEER CANYON CT.
Business Address SAN DIEGO, CA 92131
13066 DEER CANYON CT.
Place of Residence SAN DIEGO, CA 92131

LOCATION

The work to be performed under this Contract is located at various locations countywide, in the 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
REPAIR, REPLACEMENT AND
CONSTRUCTION OF
CONCRETE CURBS, GUTTERS, SIDEWALKS,
COUNTYWIDE (DISTRICT 1, 2, AND 5)

Approved: 06/25/14,

and,

The work to be done is listed in the work schedules contained in Part VIII of these Contract Documents.

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:

BASE BID SCHEDULE

(SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	2000.00
2	CLEARING AND GRUBBING	LS	LS	LS	25000.00
3	ROADWAY EXCAVATION	450	CY	75	33750.00
4	PREPARE WPCP	LS	LS	LS	1000.00
5	ASPHALT CONCRETE, TYPE B	125	TON	185	23125.00
6	AGGREGATE BASE, CLASS 2	221	CY	75	16575.00
7	TEMPORARY GRAVEL BAG	300	EA	5	1500.00
8	TEMP. CONC. WASHOUT (PORTABLE)	LS	LS	LS	1000.00
9	TRAFFIC CONTROL	LS	LS	LS	5000.00
10	FIELD ORDERS	10,000	DLR	1.00	10,000.00
11	MINOR CONCRETE (SIDEWALK)	11	CY	480	5280.00
12	MINOR CONCRETE (CURB & GUTTER)	2,560	LF	20	51200.00
13	MINOR CONCRETE (CROSS GUTTER)	7	CY	600	4200.00
14	MINOR CONCRETE (DRIVEWAY)	29	CY	480	13920.00
15	MINOR CONCRETE (CURB RAMP)	2	CY	1250	2500.00
BASE BID TOTAL					196050.00

Name of Bidder A. B. HASHMI, INC.

ADDITIVE ALTERNATE 1 SCHEDULE

(SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	PREPARE WPCP	LS	LS	LS	500.00
2	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	1000.00
3	CLEARING AND GRUBBING	LS	LS	LS	1500.00
4	ROADWAY EXCAVATION	8	CY	150	1200.00
5	MINOR CONCRETE (SIDEWALK)	7	CY	500	3500.00
6	MINOR CONCRETE (CURB & GUTTER)	23	LF	30	690.00
7	ASPHALT CONCRETE, TYPE B	2	TON	2250	4500.00
8	AGGREGATE SUBBASE, CLASS 2	2	CY	250	500.00
9	TEMPORARY GRAVEL BAG	300	EA	5	1500.00
ADDITIVE ALTERNATE 1 TOTAL					14890.00

ADDITIVE ALTERNATE 2 SCHEDULE

(SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	PREPARE WPCP	LS	LS	LS	500.00
2	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	1000.00
3	CLEARING AND GRUBBING	LS	LS	LS	1500.00
4	ROADWAY EXCAVATION	33	CY	125	4125.00
5	MINOR CONCRETE (SIDEWALK)	1	CY	750	750.00
6	MINOR CONCRETE (CURB & GUTTER)	38	LF	30	1140.00
7	MINOR CONCRETE (DRIVEWAY)	7	CY	500	3500.00
8	ASPHALT CONCRETE, TYPE B	12	TON	435	5220.00
9	AGGREGATE BASE, CLASS 2	19	CY	150	2850.00
ADDITIVE ALTERNATE 2 TOTAL					20585.00

Name of Bidder A.B. HASHMI, INC.

ADDITIVE ALTERNATE 3 SCHEDULE (SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	PREPARE WPCP	LS	LS	LS	500.00
2	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	1000.00
3	CLEARING AND GRUBBING	LS	LS	LS	2500.00
4	ROADWAY EXCAVATION	17	CY	125	2125.00
5	MINOR CONCRETE (SIDEWALK)	11	CY	500	5500.00
6	MINOR CONCRETE (CURB & GUTTER)	54	LF	30	1620.00
7	ASPHALT CONCRETE, TYPE B	2	TON	2250	4500.00
8	AGGREGATE BASE, CLASS 2	3	CY	250	750.00
9	TEMPORARY GRAVEL BAG	300	EA	5	1500.00
10	TEMP. CONC. WASHOUT (PORTABLE)	LS	LS	LS	250.00
11	TRAFFIC CONTROL	LS	LS	LS	1250.00
ADDITIVE ALTERNATE 3 TOTAL					21495.00

ADDITIVE ALTERNATE 4 SCHEDULE (SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	PREPARE WPCP	LS	LS	LS	500.00
2	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	1000.00
3	CLEARING AND GRUBBING	LS	LS	LS	3500.00
4	ROADWAY EXCAVATION	34	CY	125	4250.00
5	MINOR CONCRETE (SIDEWALK)	15	CY	500	7500.00
6	MINOR CONCRETE (CURB & GUTTER)	127	LF	25	3175.00
7	ASPHALT CONCRETE, TYPE B	7	TON	685	4795.00
8	AGGREGATE BASE, CLASS 2	9	CY	150	1350.00
9	TEMP. CONC. WASHOUT (PORTABLE)	LS	LS	LS	250.00
10	TRAFFIC CONTROL	LS	LS	LS	1250.00
ADDITIVE ALTERNATE 4 TOTAL					24570.00

Name of Bidder A.B. HASHMI, INC.

ADDITIVE ALTERNATE 5 SCHEDULE

(SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	PREPARE WPCP	LS	LS	LS	500.00
2	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	1000.00
3	CLEARING AND GRUBBING	LS	LS	LS	5000.00
4	ROADWAY EXCAVATION	131	CY	80 80	10480.00
5	MINOR CONCRETE (SIDEWALK)	15	CY	500	7500.00
6	MINOR CONCRETE (CURB & GUTTER)	486	LF	20	9720.00
7	MINOR CONCRETE (DRIVEWAY)	22	CY	450	9900.00
8	ASPHALT CONCRETE, TYPE B	31	TON	345	10695.00
9	AGGREGATE BASE, CLASS 2	56	CY	100	5600.00
10	TEMP. CONC. WASHOUT (PORTABLE)	LS	LS	LS	350.00
11	TRAFFIC CONTROL	LS	LS	LS	1500.00
ADDITIVE ALTERNATE 5 TOTAL					62245.00

BID TOTALS

BASE BID TOTAL.....\$ 196050.00

BASE BID + ADDITIVE ALTERNATE 1 TOTAL.....\$ 210940.00

BASE BID + ADDITIVE ALTERNATES 1 AND 2 TOTAL.....\$ 231525.00

BASE BID + ADDITIVE ALTERNATES 1, 2 AND 3 TOTAL.....\$ 253020.00

BASE BID + ADDITIVE ALTERNATES 1, 2, 3 AND 4 TOTAL.....\$ 277590.00

BASE BID + ADDITIVE ALTERNATES 1, 2, 3, 4 AND 5 TOTAL.....\$ 339835.00

Name of Bidder A.B. HASHMI, 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 shown in the Base Bid, and for Additive Alternates 1, 2, 3, 4 and 5 Schedules. The lowest bid shall be the lowest total bid price for one of the following combinations, taken in order, based on a fund amount of \$208,333:

1. Base Bid
2. Base Bid plus Additive Alternate 1
3. Base Bid plus Additive Alternates 1 and 2
4. Base Bid plus Additive Alternates 1, 2 and 3
5. Base Bid plus Additive Alternates 1, 2, 3 and 4
6. Base Bid plus Additive Alternates 1, 2, 3, 4 and 5

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 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 within seventy-five (75) calendar days from the date specified for the opening of bids.

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.

**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) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors

3. BUSINESS REPRESENTATION

3.1. REPRESENTATION AS 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).

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

Certifying 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).

4.7. Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.

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 offer, 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 offer 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: AHMAD HASHMI

Title: CEO

Company/Organization: A.B. HASHMI, INC.

Signature: 

Date: 3/7/14

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", the "Portion of Work to be Contracted" and the "License No." that will be done by each subcontractor are required at the time of bid submittal. An inadvertent error in listing the California contractor license number must be corrected **by the prime contractor within 24 hours after bid opening** by email to the Procurement Contracting Officer listed as contact for this RFB, provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor, or else the bid may be determined non-responsive. The remainder of the information shall be submitted **by all bidders within two business days of bid opening** by e-mail to said Procurement Contracting Officer.

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

FOR: REPAIR, REPLACEMENT AND CONSTRUCTION OF CONCRETE CURBS, GUTTERS, SIDEWALKS, COUNTYWIDE;
ORACLE PROJECT NO. 1018524

Accompanying this proposal is BIDDER'S BOND
in amount equal to at least ten percent of total of the bid.
(NOTICE: Insert the words "cash (\$ _____)," "cashier's check," "certified check," or "bidder's bond," as the case may be.)

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.

A.B. HASHMI, INC.
AHMAD HASHMI - CEO & SEC.
NAZIA HASHMI - CFO

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

License No. 798383 Classification (s) A Exp. Date 1/31/16

Warning - If an addendum or addenda have been issued by the Department and not noted in the Proposal to the Board on page 2-2 as being received by the bidder, this Proposal may be rejected.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

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

(
(A. B. HASHMI, INC.
(Legal Name of Bidder
SIGN (
(
HERE (by [Signature] (SEAL)
(Signature
(
(CEO
(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 13066 DEER CANYON CT.
SAN DIEGO, CA 92131

Telephone (760) 672-8059 Fax (652) 433-7215

E-Mail address info@abhashmi.com

Dated 8/7/14, 20 14, at SAN DIEGO, California.

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we A.B. Hashmi, Inc.
as Principal, and Indemnity Company of California

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 August 7, 2014 for
DATE

REPAIR, REPLACEMENT AND CONSTRUCTION OF CONCRETE CURBS, GUTTERS, SIDEWALKS, COUNTYWIDE
ORACLE PROJECT NO. 1018524

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 4th day of August A.D. 2014.

Indemnity Company of California (SEAL) A.B. Hashmi, Inc. (SEAL)
By: [Signature] (SEAL) By: [Signature] (SEAL)
Brooke Lafrenz, Attorney-in-fact (SEAL) Principal (SEAL)
Surety

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF) See attached California All-Purpose Notary Acknowledgment as
COUNTY OF) SS prescribed by California Civil Codes 1188-1190
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. 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)

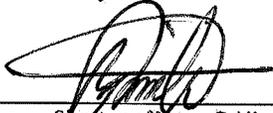
On 04 August 2014 before me, Joy Rogers, Notary Public
(here insert name and title of the officer)

personally appeared Brooke Lafrenz

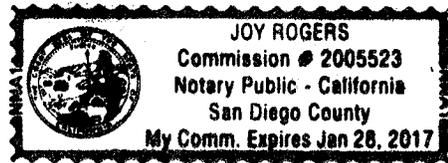
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person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

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

WITNESS my hand and official seal.



Signature of Notary Public



(Seal)

ADDITIONAL 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)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

Signer is Representing: Surety Company

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA**
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Larry D. Cogdill, Michael W. Thomas, Brooke Lafrenz, Gladys Rogers, Audrey Rodriguez, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

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

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this November 21, 2013.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark J. Lansdon*
Mark J. Lansdon, Vice-President



State of California
County of Orange

On November 21, 2013 before me, Antonio Alvarado, Notary Public
Date Here Insert Name and Title of the Officer

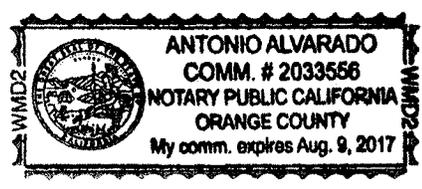
personally appeared Daniel Young and Mark J. Lansdon
Name(s) of Signer(s)

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 *Antonio Alvarado*
Antonio Alvarado, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 4th day of August, 2014.

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary

DATE: _____

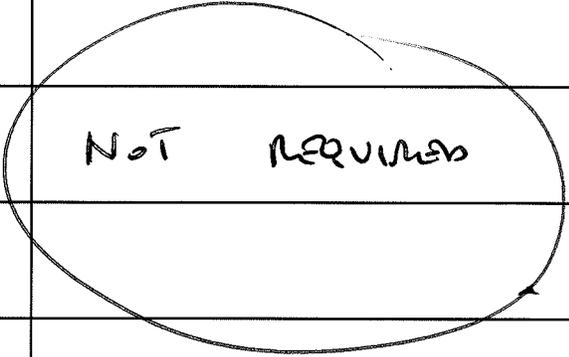
ORACLE PROJECT NO. _____

**COUNTY OF SAN DIEGO
 BIDDER DVBE INFORMATION**
 (Due within 2 business days of bid opening)

PROJECT TITLE: _____

BIDDER: _____

BIDDER REPRESENTATIVE: _____

BID SCHED & ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL If not entire item indicate as portions of.	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 DVBE PARTICIPATION

Disabled Veterans	$\frac{\text{Total Amount to DVBE}}{\text{Total Bid}} \times 100 = \text{Percent of Utilization}$ $\text{_____} \times 100 = \text{_____}\%$	3% *See DVBE and DVBE Participation information sections to determine if goal required for this solicitation
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PART IIA

**DOCUMENTS TO BE EXECUTED AND SUBMITTED BY ALL
BIDDERS WHO FAIL TO MEET DVBE PARTICIPATION FOR PUBLIC WORK PROJECTS
ESTIMATED (BY THE COUNTY) TO BE BETWEEN \$500,000 AND \$1 MILLION**

**(SHALL BE SUBMITTED BY E-MAIL TO THE PROCUREMENT
CONTRACTING OFFICER LISTED AS CONTACT FOR THIS RFB
WITHIN TWO (2) BUSINESS DAYS
OF THE BID OPENING)**

(Bidders are cautioned that even if their BIDDER DVBE INFORMATION form (page 2-10) indicates the stated DVBE participation has been met, all bidders 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 the stated DVBE participation has not been met.) These documents cannot be submitted in lieu of page 2-10, but may supplement page 2-10.

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

Documentation of Good Faith Effort
(Due within 2 business days of bid opening)

The DVBE Cover Sheet is to be attached for the required certified DVBE documentation of “Good Faith Effort” for public works projects estimated by the County to be between \$500,000 and \$1 million.

N/A

Project Title: _____

Oracle Project No. : _____

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 prior to prime contractor bid submittal 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.	(N/A)	
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.

Next

Bid

PART II

DOCUMENTS TO BE EXECUTED BY BIDDER

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
PROPOSAL TO THE BOARD
FOR
REPAIR, REPLACEMENT AND CONSTRUCTION OF
CONCRETE CURBS, GUTTER, SIDEWALKS, COUNTYWIDE
ORACLE PROJECT NO. 1018524

RFB NO. 6534

Name of Bidder BLUE PACIFIC ENGINEERING & CONSTRUCTION

Business Address 7330 OPPORTUNITY ROAD, SUITE J, SAN DIEGO, CA 92111

Place of Residence 7330 OPPORTUNITY ROAD, SUITE J, SAN DIEGO, CA 92111

LOCATION

The work to be performed under this Contract is located at various locations countywide, in the 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
REPAIR, REPLACEMENT AND
CONSTRUCTION OF
CONCRETE CURBS, GUTTERS, SIDEWALKS,
COUNTYWIDE (DISTRICT 1, 2, AND 5)

Approved: 06/25/14,

and,

The work to be done is listed in the work schedules contained in Part VIII of these Contract Documents.

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:

BASE BID SCHEDULE

(SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	5000
2	CLEARING AND GRUBBING	LS	LS	LS	10000
3	ROADWAY EXCAVATION	450	CY	60	27000
4	PREPARE WPCP	LS	LS	LS	2000
5	ASPHALT CONCRETE, TYPE B	125	TON	200	25000
6	AGGREGATE BASE, CLASS 2	221	CY	80	17680
7	TEMPORARY GRAVEL BAG	300	EA	5	1500
8	TEMP. CONC. WASHOUT (PORTABLE)	LS	LS	LS	1500
9	TRAFFIC CONTROL	LS	LS	LS	15000
10	FIELD ORDERS	10,000	DLR	1.00	10,000.00
11	MINOR CONCRETE (SIDEWALK)	11	CY	400	4400
12	MINOR CONCRETE (CURB & GUTTER)	2,560	LF	22	56320
13	MINOR CONCRETE (CROSS GUTTER)	7	CY	400	2800
14	MINOR CONCRETE (DRIVEWAY)	29	CY	400	11600
15	MINOR CONCRETE (CURB RAMP)	2	CY	1100	2200
BASE BID TOTAL					192,000

Name of Bidder BLUE PACIFIC ENGINEERING & CONSTRUCTION
 3/13 2-3 (Addendum 1)

PART 2/COUNTY

ADDITIVE ALTERNATE 1 SCHEDULE

(SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	PREPARE WPCP	LS	LS	LS	200
2	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	2000
3	CLEARING AND GRUBBING	LS	LS	LS	3000
4	ROADWAY EXCAVATION	8	CY	100	800
5	MINOR CONCRETE (SIDEWALK)	7	CY	500	3500
6	MINOR CONCRETE (CURB & GUTTER)	23	LF	50	1150
7	ASPHALT CONCRETE, TYPE B	2	TON	400	800
8	AGGREGATE SUBBASE, CLASS 2	2	CY	150	300
9	TEMPORARY GRAVEL BAG	300	EA	6	1800
ADDITIVE ALTERNATE 1 TOTAL					13,550

ADDITIVE ALTERNATE 2 SCHEDULE

(SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	PREPARE WPCP	LS	LS	LS	200
2	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	2000
3	CLEARING AND GRUBBING	LS	LS	LS	3000
4	ROADWAY EXCAVATION	33	CY	80	2640
5	MINOR CONCRETE (SIDEWALK)	1	CY	1000	1000
6	MINOR CONCRETE (CURB & GUTTER)	38	LF	50	1900
7	MINOR CONCRETE (DRIVEWAY)	7	CY	600	4200
8	ASPHALT CONCRETE, TYPE B	12	TON	350	4200
9	AGGREGATE BASE, CLASS 2	19	CY	120	2280
ADDITIVE ALTERNATE 2 TOTAL					21,420

Name of Bidder BLUE PACIFIC ENGINEERING & CONSTRUCTION

ADDITIVE ALTERNATE 3 SCHEDULE (SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	PREPARE WPCP	LS	LS	LS	1000
2	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	2000
3	CLEARING AND GRUBBING	LS	LS	LS	5000
4	ROADWAY EXCAVATION	17	CY	100	1700
5	MINOR CONCRETE (SIDEWALK)	11	CY	600	6600
6	MINOR CONCRETE (CURB & GUTTER)	54	LF	40	2160
7	ASPHALT CONCRETE, TYPE B	2	TON	400	800
8	AGGREGATE BASE, CLASS 2	3	CY	120	3600
9	TEMPORARY GRAVEL BAG	300	EA	5	1500
10	TEMP. CONC. WASHOUT (PORTABLE)	LS	LS	LS	1000
11	TRAFFIC CONTROL	LS	LS	LS	3000
ADDITIVE ALTERNATE 3 TOTAL					25,120

ADDITIVE ALTERNATE 4 SCHEDULE (SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	PREPARE WPCP	LS	LS	LS	1000
2	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	2000
3	CLEARING AND GRUBBING	LS	LS	LS	5000
4	ROADWAY EXCAVATION	34	CY	100	3400
5	MINOR CONCRETE (SIDEWALK)	15	CY	600	9000
6	MINOR CONCRETE (CURB & GUTTER)	127	LF	40	5080
7	ASPHALT CONCRETE, TYPE B	7	TON	300	2100
8	AGGREGATE BASE, CLASS 2	9	CY	120	1080
9	TEMP. CONC. WASHOUT (PORTABLE)	LS	LS	LS	1000
10	TRAFFIC CONTROL	LS	LS	LS	3000
ADDITIVE ALTERNATE 4 TOTAL					32,660

Name of Bidder BLUE PACIFIC ENGINEERING & CONSTRUCTION

ADDITIVE ALTERNATE 5 SCHEDULE

(SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	PREPARE WPCP	LS	LS	LS	1000
2	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	2000
3	CLEARING AND GRUBBING	LS	LS	LS	5000
4	ROADWAY EXCAVATION	131	CY	120	15720
5	MINOR CONCRETE (SIDEWALK)	15	CY	600	9000
6	MINOR CONCRETE (CURB & GUTTER)	486	LF	40	19440
7	MINOR CONCRETE (DRIVEWAY)	22	CY	600	13200
8	ASPHALT CONCRETE, TYPE B	31	TON	280	8680
9	AGGREGATE BASE, CLASS 2	56	CY	120	6720
10	TEMP. CONC. WASHOUT (PORTABLE)	LS	LS	LS	1000
11	TRAFFIC CONTROL	LS	LS	LS	6000
ADDITIVE ALTERNATE 5 TOTAL					87,760

BID TOTALS

BASE BID TOTAL.....	\$ 192,000
BASE BID + ADDITIVE ALTERNATE 1 TOTAL.....	\$ 205,550
BASE BID + ADDITIVE ALTERNATES 1 AND 2 TOTAL.....	\$ 226,970
BASE BID + ADDITIVE ALTERNATES 1, 2 AND 3 TOTAL.....	\$ 252,090
BASE BID + ADDITIVE ALTERNATES 1, 2, 3 AND 4 TOTAL.....	\$ 284,750
BASE BID + ADDITIVE ALTERNATES 1, 2, 3, 4 AND 5 TOTAL.....	\$ 372,510

Name of Bidder BLUE PACIFIC ENGINEERING & CONSTRUCTION

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 shown in the Base Bid, and for Additive Alternates 1, 2, 3, 4 and 5 Schedules. The lowest bid shall be the lowest total bid price for one of the following combinations, taken in order, based on a fund amount of \$208,333:

1. Base Bid
2. Base Bid plus Additive Alternate 1
3. Base Bid plus Additive Alternates 1 and 2
4. Base Bid plus Additive Alternates 1, 2 and 3
5. Base Bid plus Additive Alternates 1, 2, 3 and 4
6. Base Bid plus Additive Alternates 1, 2, 3, 4 and 5

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 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 within seventy-five (75) calendar days from the date specified for the opening of bids.

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:

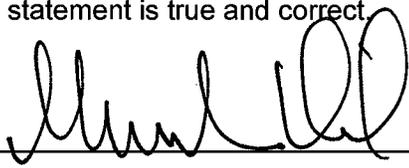
1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any State or Federal Department or agency.
2. Have not within a 3-year period preceding this Contract been convicted of, or had a civil judgment rendered against 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) STANLEY ELIYU, being first duly sworn, deposes and says that he or she is (Title) OWNER of (Company) BLUE PACIFIC ENGINEERING & 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 8/7/2014

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) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors

3. BUSINESS REPRESENTATION

3.1. REPRESENTATION AS 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).

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

Certifying Government Agency: N/A

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).

4.7. Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.

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 offer, 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 offer 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

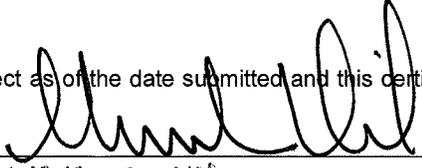
6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

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: SHAHRAM ELIHV

Signature: 

Title: OWNER

Date: AUGUST 7, 2014

Company/Organization: BLUE PACIFIC ENGINEERING & CONSTRUCTION

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", the "Portion of Work to be Contracted" and the "License No." that will be done by each subcontractor are required at the time of bid submittal. An inadvertent error in listing the California contractor license number must be corrected **by the prime contractor within 24 hours after bid opening** by email to the Procurement Contracting Officer listed as contact for this RFB, provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor, or else the bid may be determined non-responsive. The remainder of the information shall be submitted **by all bidders within two business days of bid opening** by e-mail to said Procurement Contracting Officer.

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

FOR: REPAIR, REPLACEMENT AND CONSTRUCTION OF CONCRETE CURBS, GUTTERS, SIDEWALKS, COUNTYWIDE;
ORACLE PROJECT NO. 1018524

Accompanying this proposal is BIDDER'S BOND
in amount equal to at least ten percent of total of the bid.
(NOTICE: Insert the words "cash (\$ _____)," "cashier's check," "certified check," or "bidder's bond," as the case may be.)

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.*

BLUE PACIFIC ENGINEERING & CONSTRUCTION
SHAHRAM ELIHU, OWNER

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

License No. 824455 Classification (s) A,B,C27,C-8,C10 Exp. Date 9/30/2015

Warning - If an addendum or addenda have been issued by the Department and not noted in the Proposal to the Board on page 2-2 as being received by the bidder, this Proposal may be rejected.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

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

SIGN
HERE
(BLUE PACIFIC ENGINEERING & CONSTRUCTION
(Legal Name of Bidder
(
(
(by [Signature] (SEAL)
(Signature
(
(OWNER
(
(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 7330 OPPORTUNITY ROAD, STE J, SAN DIEGO, CA, 92111

Telephone (858) 956-1456 Fax (619) 291-0482

E-Mail address SElihu@bluepacificeng.com

Dated AUGUST 7, 20 14, at SAN DIEGO, California.

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we BLUE PACIFIC ENGINEERING & CONSTRUCTION
as Principal, and NORTH AMERICAN SPECIALTY 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, exactors, 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 GREATER 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 AUGUST 7, 2014, for
DATE

REPAIR, REPLACEMENT AND CONSTRUCTION OF CONCRETE CURBS, GUTTERS, SIDEWALKS, COUNTYWIDE
ORACLE PROJECT NO. 1018524

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 18TH day of JULY, A.D. 2014.

BY: MARK D. IATAROLA (SEAL) BLUE PACIFIC ENGINEERING & CONSTRUCTION (SEAL)
MARK D. IATAROLA, ATTORNEY-IN-FACT (SEAL) BY: [Signature] (SEAL)
Surety Principal

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. _____ 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 07/18/2014 before me, MICHELLE M. BASUIL, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared MARK D. IATAROLA
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 Michelle M. Basuil
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: MARK D. IATAROLA

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

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

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

JOHN G. MALONEY, HELEN MALONEY, MICHELLE M. BASUIL,

GLENDIA J. ROONEY, and MARK D. IATAROLA

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

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

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



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



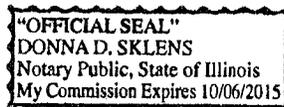
By [Signature] David M. Layman, Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 9th day of May, 2014.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 9th day of May, 2014, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] Donna D. Sklens, Notary Public

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 18th day of JULY, 2014.

[Signature] Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

On 8/7/2014 before me, Margarita Amine, Notary Public
(Here insert name and title of the officer)

personally appeared Shahram Elihu

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.

Margarita Amine
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be primed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, ~~is /are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- 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 acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

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)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

DATE: 8/7/2014

ORACLE PROJECT NO. 1018524

COUNTY OF SAN DIEGO
 BIDDER DVBE INFORMATION
 (Due within 2 business days of bid opening)

PROJECT TITLE: REPAIR, REPLACEMENT AND CONSTRUCTION OF CONCRETE CURBS, GUTTER, SIDEWALKS, COUNTYWIDE (DISTRICT 1, 2, AND 5)

BIDDER: BLUE PACIFIC ENG. & CONST.

BIDDER REPRESENTATIVE: SHAHRAM ELIHU

BID SCHED & ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL If not entire item indicate as portions of.	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 DVBE PARTICIPATION

Disabled Veterans	$\frac{\text{Total Amount to DVBE}}{\text{Total Bid}} \times 100 = \text{Percent of Utilization}$	3% *See DVBE and DVBE Participation information sections to determine if goal required for this solicitation
	_____ x 100 = _____%	

PART IIA

**DOCUMENTS TO BE EXECUTED AND SUBMITTED BY ALL
BIDDERS WHO FAIL TO MEET DVBE PARTICIPATION FOR PUBLIC WORK PROJECTS
ESTIMATED (BY THE COUNTY) TO BE BETWEEN \$500,000 AND \$1 MILLION**

**(SHALL BE SUBMITTED BY E-MAIL TO THE PROCUREMENT
CONTRACTING OFFICER LISTED AS CONTACT FOR THIS RFB
WITHIN TWO (2) BUSINESS DAYS
OF THE BID OPENING)**

(Bidders are cautioned that even if their BIDDER DVBE INFORMATION form (page 2-10) indicates the stated DVBE participation has been met, all bidders 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 the stated DVBE participation has not been met.) These documents cannot be submitted in lieu of page 2-10, but may supplement page 2-10.

COUNTY OF SAN DIEGO

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

Documentation of Good Faith Effort
(Due within 2 business days of bid opening)

The DVBE Cover Sheet is to be attached for the required certified DVBE documentation of “Good Faith Effort” for public works projects estimated by the County to be between \$500,000 and \$1 million.

Project Title: REPAIR, REPLACEMENT AND CONSTRUCTION OF CONCRETE CURBS, GUTTER, SIDEWALKS, COUNTYWIDE

Oracle Project No. : 1018524

Bid No.: 6534

Bid Date: AUGUST 7, 2014

Name of Contractor Submitting Bid:

BLUE PACIFIC ENGINEERING & CONSTRUCTION

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 prior to prime contractor bid submittal 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.

Next

Bid

New Century Construction, Inc.

9119 Emerald Grove Ave.

Lakeside, CA 92040

License # 614517, A & B

PART II

DOCUMENTS TO BE EXECUTED BY BIDDER

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
PROPOSAL TO THE BOARD
FOR
REPAIR, REPLACEMENT AND CONSTRUCTION OF
CONCRETE CURBS, GUTTER, SIDEWALKS, COUNTYWIDE
ORACLE PROJECT NO. 1018524

RFB NO. 6534

Name of Bidder NEW CENTURY CONSTRUCTION, INC.

Business Address 9119 EMERALD GROVE AVE. LAKESIDE, CA 92040

Place of Residence LAKESIDE, CA

LOCATION

The work to be performed under this Contract is located at various locations countywide, in the 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. 11, 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
REPAIR, REPLACEMENT AND
CONSTRUCTION OF
CONCRETE CURBS, GUTTERS, SIDEWALKS,
COUNTYWIDE (DISTRICT 1, 2, AND 5)

Approved: 06/25/14,

and,

The work to be done is listed in the work schedules contained in Part VIII of these Contract Documents.

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:

BASE BID SCHEDULE

(SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	2,000.-
2	CLEARING AND GRUBBING	LS	LS	LS	5,000.-
3	ROADWAY EXCAVATION	450	CY	80.-	36,000.-
4	PREPARE WPCP	LS	LS	LS	1,500.-
5	ASPHALT CONCRETE, TYPE B	125	TON	185.-	23,125.-
6	AGGREGATE BASE, CLASS 2	221	CY	100.-	22,100.-
7	TEMPORARY GRAVEL BAG	300	EA	5.-	1,500.-
8	TEMP. CONC. WASHOUT (PORTABLE)	LS	LS	LS	1,500.-
9	TRAFFIC CONTROL	LS	LS	LS	12,000.-
10	FIELD ORDERS	10,000	DLR	1.00	10,000.00
11	MINOR CONCRETE (SIDEWALK)	11	CY	550.-	6,050.-
12	MINOR CONCRETE (CURB & GUTTER)	2,560	LF	35.-	89,600.-
13	MINOR CONCRETE (CROSS GUTTER)	7	CY	550.-	3,850.-
14	MINOR CONCRETE (DRIVEWAY)	29	CY	550.-	15,950.-
15	MINOR CONCRETE (CURB RAMP)	2	CY	1,100.-	2,200.-
BASE BID TOTAL					232,375.-

Name of Bidder NEW CENTURY CONST., INC.

3/13

2-3 (Addendum 1)

PART 2/COUNTY

ADDITIVE ALTERNATE 1 SCHEDULE

(SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	PREPARE WPCP	LS	LS	LS	400.-
2	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	500.-
3	CLEARING AND GRUBBING	LS	LS	LS	2500.-
4	ROADWAY EXCAVATION	8	CY	125.-	1,000.-
5	MINOR CONCRETE (SIDEWALK)	7	CY	550.-	3,850.-
6	MINOR CONCRETE (CURB & GUTTER)	23	LF	55.-	1,265.-
7	ASPHALT CONCRETE, TYPE B	2	TON	850.-	1,700.-
8	AGGREGATE SUBBASE, CLASS 2	2	CY	220.-	440.-
9	TEMPORARY GRAVEL BAG	300	EA	4.-	1,200.-
ADDITIVE ALTERNATE 1 TOTAL					12,855.-

ADDITIVE ALTERNATE 2 SCHEDULE

(SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	PREPARE WPCP	LS	LS	LS	500.-
2	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	500.-
3	CLEARING AND GRUBBING	LS	LS	LS	2000.-
4	ROADWAY EXCAVATION	33	CY	100.-	3,300.-
5	MINOR CONCRETE (SIDEWALK)	1	CY	750.-	750.-
6	MINOR CONCRETE (CURB & GUTTER)	38	LF	55.-	2,090.-
7	MINOR CONCRETE (DRIVEWAY)	7	CY	550.-	3,850.-
8	ASPHALT CONCRETE, TYPE B	12	TON	420.-	5,040.-
9	AGGREGATE BASE, CLASS 2	19	CY	100.-	1,900.-
ADDITIVE ALTERNATE 2 TOTAL					19,930.-

Name of Bidder const. NEW CENTURY INC

ADDITIVE ALTERNATE 3 SCHEDULE (SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	PREPARE WPCP	LS	LS	LS	500.-
2	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	500.-
3	CLEARING AND GRUBBING	LS	LS	LS	2,000.-
4	ROADWAY EXCAVATION	17	CY	125.-	2,125.-
5	MINOR CONCRETE (SIDEWALK)	11	CY	550.-	6,050.-
6	MINOR CONCRETE (CURB & GUTTER)	54	LF	40.-	2,160.-
7	ASPHALT CONCRETE, TYPE B	2	TON	4) 800.-	1,600.-
8	AGGREGATE BASE, CLASS 2	3	CY	200.-	600.-
9	TEMPORARY GRAVEL BAG	300	EA	4.-	1,200.-
10	TEMP. CONC. WASHOUT (PORTABLE)	LS	LS	LS	500.-
11	TRAFFIC CONTROL	LS	LS	LS	2,000.-
ADDITIVE ALTERNATE 3 TOTAL					19,235.-

ADDITIVE ALTERNATE 4 SCHEDULE (SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	PREPARE WPCP	LS	LS	LS	500.-
2	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	500.-
3	CLEARING AND GRUBBING	LS	LS	LS	2,000.-
4	ROADWAY EXCAVATION	34	CY	125.-	4,250.-
5	MINOR CONCRETE (SIDEWALK)	15	CY	550.-	8,250.-
6	MINOR CONCRETE (CURB & GUTTER)	127	LF	45.-	5,715.-
7	ASPHALT CONCRETE, TYPE B	7	TON	700.-	4,900.-
8	AGGREGATE BASE, CLASS 2	9	CY	100.-	900.-
9	TEMP. CONC. WASHOUT (PORTABLE)	LS	LS	LS	500.-
10	TRAFFIC CONTROL	LS	LS	LS	2,000.-
ADDITIVE ALTERNATE 4 TOTAL					29,515.-

Name of Bidder New Century Const. Inc.

ADDITIVE ALTERNATE 5 SCHEDULE

(SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	PREPARE WPCP	LS	LS	LS	500.-
2	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	500.-
3	CLEARING AND GRUBBING	LS	LS	LS	2,000.-
4	ROADWAY EXCAVATION	131	CY	100.-	13,100.-
5	MINOR CONCRETE (SIDEWALK)	15	CY	550.-	8,250.-
6	MINOR CONCRETE (CURB & GUTTER)	486	LF	40.-	19,440.-
7	MINOR CONCRETE (DRIVEWAY)	22	CY	550.-	12,100.-
8	ASPHALT CONCRETE, TYPE B	31	TON	350.-	10,850.-
9	AGGREGATE BASE, CLASS 2	56	CY	100.-	5,600.-
10	TEMP. CONC. WASHOUT (PORTABLE)	LS	LS	LS	500.-
11	TRAFFIC CONTROL	LS	LS	LS	5,000.-
ADDITIVE ALTERNATE 5 TOTAL					77,840.-

BID TOTALS

BASE BID TOTAL.....\$ 232,375.-

BASE BID + ADDITIVE ALTERNATE 1 TOTAL.....\$ ~~412,855.-~~ 245,230.-

BASE BID + ADDITIVE ALTERNATES 1 AND 2 TOTAL.....\$ ~~412,855.-~~ 265,160.-

BASE BID + ADDITIVE ALTERNATES 1, 2 AND 3 TOTAL.....\$ ~~412,855.-~~ 284,395.-

BASE BID + ADDITIVE ALTERNATES 1, 2, 3 AND 4 TOTAL.....\$ 313,910.-

BASE BID + ADDITIVE ALTERNATES 1, 2, 3, 4 AND 5 TOTAL.....\$ 391,750.-

Name of Bidder NEW CENTURY CONST., 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 shown in the Base Bid, and for Additive Alternates 1, 2, 3, 4 and 5 Schedules. The lowest bid shall be the lowest total bid price for one of the following combinations, taken in order, based on a fund amount of \$208,333:

1. Base Bid
2. Base Bid plus Additive Alternate 1
3. Base Bid plus Additive Alternates 1 and 2
4. Base Bid plus Additive Alternates 1, 2 and 3
5. Base Bid plus Additive Alternates 1, 2, 3 and 4
6. Base Bid plus Additive Alternates 1, 2, 3, 4 and 5

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 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 within seventy-five (75) calendar days from the date specified for the opening of bids.

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) LEE P. SHEWBERG, II, being first duly sworn, deposes and says that he or she is (Title) PRESIDENT of (Company) NEW CENTURY 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 Lee P. Shewberg
DATE 8/2/14

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", the "Portion of Work to be Contracted" and the "License No." that will be done by each subcontractor are required at the time of bid submittal. An inadvertent error in listing the California contractor license number must be corrected **by the prime contractor within 24 hours after bid opening** by email to the Procurement Contracting Officer listed as contact for this RFB, provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor, or else the bid may be determined non-responsive. The remainder of the information shall be submitted **by all bidders within two business days of bid opening** by e-mail to said Procurement Contracting Officer.

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

DESIGNATION OF SUBCONTRACTORS

DESIGNATION OF SUBCONTRACTORS				
PORTION OF WORK TO BE SUBCONTRACTED		BUSINESS NAME AND ADDRESS	PERCENTAGE OF TOTAL CONTRACT	LICENSE NO.
BID SCHED & ITEM NO.	DESCRIPTION OF WORK (Indicate if work includes only a "portion" of the bid item)			
	<i>None</i>			

Name of Bidder NEW CENTURY CONST. INC. TOTAL % SUBCONTRACTED _____

FOR: REPAIR, REPLACEMENT AND CONSTRUCTION OF CONCRETE CURBS, GUTTERS, SIDEWALKS, COUNTYWIDE;
ORACLE PROJECT NO. 1018524

Accompanying this proposal is BIDDERS BOND
in amount equal to at least ten percent of total of the bid.

(NOTICE: Insert the words "cash (\$1075)," "cashier's check," "certified check," or "bidder's bond," as the case may be.)

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.

NEW CENTURY CONSTRUCTION, INC
LEE P. SHEUBERG II - PRESIDENT
(HOLDS ALL OFFICES)

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

License No. 614517 Classification (s) A, B Exp. Date 9/30/14

Warning - If an addendum or addenda have been issued by the Department and not noted in the Proposal to the Board on page 2-2 as being received by the bidder, this Proposal may be rejected.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

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

SIGN
HERE
(NEW CENTURY CONSTRUCTION, INC
(Legal Name of Bidder
(Lee P. Sheuberg II
(by _____ (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 9119 EMERALD GROVE AVE - LAKESIDE, CA 92040

Telephone (619) 390-3300 Fax (619) 390-3311

E-Mail address newCenturyConstruction@yahoo.com

Dated 8-7, 20 14, at LAKESIDE, CA, California.

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we New Century Construction, Inc.
as Principal, and SureTec 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%)

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 August 7th, 2014 for
DATE

REPAIR, REPLACEMENT AND CONSTRUCTION OF CONCRETE CURBS, GUTTERS, SIDEWALKS, COUNTYWIDE
ORACLE PROJECT NO. 1018524

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 30th day of July A.D. 2014.

SureTec Insurance Company (SEAL) New Century Construction, Inc. (SEAL)
Dwight Reilly, Attorney-in-Fact (SEAL) LEE P. SELLBERG, PRES (SEAL)
Surety Principal

See Attached 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

ACKNOWLEDGMENT

State of California

County of Orange)

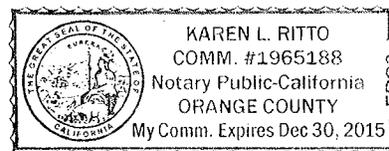
On July 30, 2014 before me, Karen L. Ritto, Notary Public
(insert name and title of the officer)

personally appeared Dwight Reilly,
who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) 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(x) on the instrument the
person(x), or the entity upon behalf of which the person(x) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (Seal)
Karen L. Ritto



POA #: 510023

Bond No. NEWCE-334

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Arturo Ayala, Daniel Huckabay, Dwight Reilly

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/2015 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

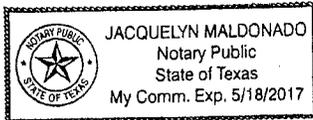


SURETEC INSURANCE COMPANY

By: [Signature]
John Knox Jr., President

State of Texas ss:
County of Harris

On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]
Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 30th day of July, 2014, A.D.

[Signature]
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

DATE: 8-7-14

ORACLE PROJECT NO. 1018524

COUNTY OF SAN DIEGO
 BIDDER DVBE INFORMATION
 (Due within 2 business days of bid opening)

PROJECT TITLE: Repair, Replacement & Const. of Concrete Arbs, Gutter, Sidewalks

BIDDER: New Century Const., Inc. BIDDER REPRESENTATIVE: LEE SHELBERG

BID SCHED & ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL If not entire item indicate as portions of.	NAME OF CERTIFIED DVBE TO BE USED (PRIME, SUBCONTRACTOR OR VENDOR) AND ADDRESS, TELEPHONE, AND CERTIFICATION NUMBER	DOLLAR AMOUNT TO BE PAID THIS DVBE
		<i>None</i>	
TOTAL DOLLARS TO CERTIFIED DVBE (PRIME, SUBCONTRACTOR OR VENDOR)			\$

COMPUTATION OF UTILIZATION AND COMPARISON WITH THE DVBE PARTICIPATION

Disabled Veterans	$\frac{\text{Total Amount to DVBE}}{\text{Total Bid}} \times 100 = \text{Percent of Utilization}$	3% *See DVBE and DVBE Participation information sections to determine if goal required for this solicitation
	_____ x 100 = _____%	

PART IIA

**DOCUMENTS TO BE EXECUTED AND SUBMITTED BY ALL
BIDDERS WHO FAIL TO MEET DVBE PARTICIPATION FOR PUBLIC WORK PROJECTS
ESTIMATED (BY THE COUNTY) TO BE BETWEEN \$500,000 AND \$1 MILLION**

**(SHALL BE SUBMITTED BY E-MAIL TO THE PROCUREMENT
CONTRACTING OFFICER LISTED AS CONTACT FOR THIS RFB
WITHIN TWO (2) BUSINESS DAYS
OF THE BID OPENING)**

(Bidders are cautioned that even if their BIDDER DVBE INFORMATION form (page 2-10) indicates the stated DVBE participation has been met, all bidders 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 the stated DVBE participation has not been met.) These documents cannot be submitted in lieu of page 2-10, but may supplement page 2-10.

Disabled Veteran Business Enterprise (DVBE)
"Good Faith Effort" Package

Documentation of Good Faith Effort

(Due within 2 business days of bid opening)

The DVBE Cover Sheet is to be attached for the required certified DVBE documentation of "Good Faith Effort" for public works projects estimated by the County to be between \$500,000 and \$1 million.

Project Title: Repair, Replacement & Const. of Concrete curbs,
Gutters, sidewalks

Oracle Project No.: 1018524

Bid No.: RFB 6534

Bid Date: 8/7/14

Name of Contractor Submitting Bid:

NEW CENTURY CONST, INC.

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

N/A - under \$500,000

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 prior to prime contractor bid submittal 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.	N/A	
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.

Next

Bid



County of San Diego

JOHN M. PELLEGRINO
DIRECTOR

DEPARTMENT OF PURCHASING AND CONTRACTING
5560 OVERLAND AVENUE, SUITE 270, SAN DIEGO, CALIFORNIA 92123-1204
Phone (858) 505-6367 Fax (858) 715-6452

August 1, 2014

ADDENDUM No. 1

REQUEST FOR BID (RFB) 6534 REPAIR, REPLACEMENT AND CONSTRUCTION OF CONCRETE CURBS, GUTTER, SIDEWALK, COUNTYWIDE, ORACLE PROJECT NO. 1018524

Addendum No. 1 forms a part of the contract documents and changes the original documents only in the manner and to the extent stated.

CHANGES:

1. Delete page 2-3 in Part 2 and replace with page 2-3 (Addendum 1).

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, please contact Kristen Hill, Procurement Contracting Officer at (858) 505-6360, or by email at kristen.hill@sdcounty.ca.gov.

Attachments

1. Page 2-3 (Addendum 1)

PART II

DOCUMENTS TO BE EXECUTED BY BIDDER

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
PROPOSAL TO THE BOARD
FOR
REPAIR, REPLACEMENT AND CONSTRUCTION OF
CONCRETE CURBS, GUTTER, SIDEWALKS, COUNTYWIDE
ORACLE PROJECT NO. 1018524

RFB NO. 6534

Name of Bidder El Camino Construction + Engineering
Business Address 655 W. Esther St., Long Beach CA 90803
Place of Residence _____

LOCATION

The work to be performed under this Contract is located at various locations countywide, in the 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. _____, 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
REPAIR, REPLACEMENT AND
CONSTRUCTION OF
CONCRETE CURBS, GUTTERS, SIDEWALKS,
COUNTYWIDE (DISTRICT 1, 2, AND 5)

Approved: 06/25/14,

and,

The work to be done is listed in the work schedules contained in Part VIII of these Contract Documents.

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:

BASE BID SCHEDULE

(SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	500 ⁰⁰
2	CLEARING AND GRUBBING	LS	LS	LS	3,000 ⁰⁰
3	ROADWAY EXCAVATION	450	CY	60	27,000 ⁰⁰
4	PREPARE WPCP	LS	LS	LS	1,500 ⁰⁰
5	ASPHALT CONCRETE, TYPE B	125	TON	185 ⁰⁰	23,125 ⁰⁰
6	AGGREGATE BASE, CLASS 2	221	CY	65 ⁰⁰	14,365 ⁰⁰
7	TEMPORARY GRAVEL BAG	300	EA	2 ⁰⁰	600 ⁰⁰
8	TEMP. CONC. WASHOUT (PORTABLE)	LS	LS	LS	2500 ⁰⁰
9	TRAFFIC CONTROL	LS	LS	LS	10,000 ⁰⁰
10	FIELD ORDERS	10,000	DLR	1.00	10,000.00
11	MINOR CONCRETE (SIDEWALK)	11	CY	500 ⁰⁰	5,500 ⁰⁰
12	MINOR CONCRETE (CURB & GUTTER)	2,560	LF	32 ⁰⁰	81,920 ⁰⁰
13	MINOR CONCRETE (CROSS GUTTER)	7	CY	550 ⁰⁰	3,850 ⁰⁰
14	MINOR CONCRETE (DRIVEWAY)	29	CY	500 ⁰⁰	14,500 ⁰⁰
15	MINOR CONCRETE (CURB RAMP)	2	CY	1,000 ⁰⁰	2,000 ⁰⁰
BASE BID TOTAL					200,360 ⁰⁰

Name of Bidder El Camino Construction & Engineering
 3/13 2-3 (Addendum 1)

PART 2/COUNTY

ADDITIVE ALTERNATE 1 SCHEDULE

(SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	PREPARE WPCP	LS	LS	LS	500 ⁰⁰
2	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	1000 ⁰⁰
3	CLEARING AND GRUBBING	LS	LS	LS	2500 ⁰⁰
4	ROADWAY EXCAVATION	8	CY	80 ⁰⁰	640 ⁰⁰
5	MINOR CONCRETE (SIDEWALK)	7	CY	550 ⁰⁰	3850 ⁰⁰
6	MINOR CONCRETE (CURB & GUTTER)	23	LF	65 ⁰⁰	1495 ⁰⁰
7	ASPHALT CONCRETE, TYPE B	2	TON	250 ⁰⁰	500 ⁰⁰
8	AGGREGATE SUBBASE, CLASS 2	2	CY	100 ⁰⁰	200 ⁰⁰
9	TEMPORARY GRAVEL BAG	300	EA	3 ⁰⁰	900 ⁰⁰
ADDITIVE ALTERNATE 1 TOTAL					11,585 ⁰⁰

ADDITIVE ALTERNATE 2 SCHEDULE

(SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	PREPARE WPCP	LS	LS	LS	500 ⁰⁰
2	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	500 ⁰⁰
3	CLEARING AND GRUBBING	LS	LS	LS	2000 ⁰⁰
4	ROADWAY EXCAVATION	33	CY	65 ⁰⁰	2145 ⁰⁰
5	MINOR CONCRETE (SIDEWALK)	1	CY	700 ⁰⁰	700 ⁰⁰
6	MINOR CONCRETE (CURB & GUTTER)	38	LF	65 ⁰⁰	2470 ⁰⁰
7	MINOR CONCRETE (DRIVEWAY)	7	CY	500 ⁰⁰	3500 ⁰⁰
8	ASPHALT CONCRETE, TYPE B	12	TON	200 ⁰⁰	2400 ⁰⁰
9	AGGREGATE BASE, CLASS 2	19	CY	65 ⁰⁰	1235 ⁰⁰
ADDITIVE ALTERNATE 2 TOTAL					15,450 ⁰⁰

Name of Bidder El Camino Construction & Engineering

ADDITIVE ALTERNATE 3 SCHEDULE (SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	PREPARE WPCP	LS	LS	LS	500 ⁰⁰
2	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	500 ⁰⁰
3	CLEARING AND GRUBBING	LS	LS	LS	1000 ⁰⁰
4	ROADWAY EXCAVATION	17	CY	85 ⁰⁰	1445 ⁰⁰
5	MINOR CONCRETE (SIDEWALK)	11	CY	500 ⁰⁰	5,500 ⁰⁰
6	MINOR CONCRETE (CURB & GUTTER)	54	LF	65 ⁰⁰	3510 ⁰⁰
7	ASPHALT CONCRETE, TYPE B	2	TON	250 ⁰⁰	500 ⁰⁰
8	AGGREGATE BASE, CLASS 2	3	CY	85 ⁰⁰	255 ⁰⁰
9	TEMPORARY GRAVEL BAG	300	EA	3 ⁰⁰	900 ⁰⁰
10	TEMP. CONC. WASHOUT (PORTABLE)	LS	LS	LS	800 ⁰⁰
11	TRAFFIC CONTROL	LS	LS	LS	1500 ⁰⁰
ADDITIVE ALTERNATE 3 TOTAL					16,410⁰⁰

ADDITIVE ALTERNATE 4 SCHEDULE (SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	PREPARE WPCP	LS	LS	LS	500 ⁰⁰
2	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	500 ⁰⁰
3	CLEARING AND GRUBBING	LS	LS	LS	1000 ⁰⁰
4	ROADWAY EXCAVATION	34	CY	65	2210 ⁰⁰
5	MINOR CONCRETE (SIDEWALK)	15	CY	500	7500 ⁰⁰
6	MINOR CONCRETE (CURB & GUTTER)	127	LF	40	5080 ⁰⁰
7	ASPHALT CONCRETE, TYPE B	7	TON	180	1260 ⁰⁰
8	AGGREGATE BASE, CLASS 2	9	CY	65	585 ⁰⁰
9	TEMP. CONC. WASHOUT (PORTABLE)	LS	LS	LS	800 ⁰⁰
10	TRAFFIC CONTROL	LS	LS	LS	1500 ⁰⁰
ADDITIVE ALTERNATE 4 TOTAL					20,935⁰⁰

Name of Bidder El Camino Construction & Engineering

ADDITIVE ALTERNATE 5 SCHEDULE

(SharpeSoft #1018524)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	PREPARE WPCP	LS	LS	LS	500 ⁰⁰
2	CONSTRUCTION SITE MANAGEMENT	LS	LS	LS	500 ⁰⁰
3	CLEARING AND GRUBBING	LS	LS	LS	1500 ⁰⁰
4	ROADWAY EXCAVATION	131	CY	60 ⁰⁰	7860 ⁰⁰
5	MINOR CONCRETE (SIDEWALK)	15	CY	500 ⁰⁰	7500 ⁰⁰
6	MINOR CONCRETE (CURB & GUTTER)	486	LF	32 ⁰⁰	15,552 ⁰⁰
7	MINOR CONCRETE (DRIVEWAY)	22	CY	500 ⁰⁰	11,000 ⁰⁰
8	ASPHALT CONCRETE, TYPE B	31	TON	165 ⁰⁰	5,115 ⁰⁰
9	AGGREGATE BASE, CLASS 2	56	CY	65 ⁰⁰	3,640 ⁰⁰
10	TEMP. CONC. WASHOUT (PORTABLE)	LS	LS	LS	1,600 ⁰⁰
11	TRAFFIC CONTROL	LS	LS	LS	4800 ⁰⁰
ADDITIVE ALTERNATE 5 TOTAL					56,567⁰⁰

BID TOTALS

BASE BID TOTAL.....	\$ 200,360 ⁰⁰
BASE BID + ADDITIVE ALTERNATE 1 TOTAL.....	\$ 211,945 ⁰⁰
BASE BID + ADDITIVE ALTERNATES 1 AND 2 TOTAL.....	\$ 227,395 ⁰⁰
BASE BID + ADDITIVE ALTERNATES 1, 2 AND 3 TOTAL.....	\$ 243,805 ⁰⁰
BASE BID + ADDITIVE ALTERNATES 1, 2, 3 AND 4 TOTAL.....	\$ 264,740 ⁰⁰
BASE BID + ADDITIVE ALTERNATES 1, 2, 3, 4 AND 5 TOTAL.....	\$ 321,307 ⁰⁰

El Camino Construction & Engineering

Name of Bidder _____

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 shown in the Base Bid, and for Additive Alternates 1, 2, 3, 4 and 5 Schedules. The lowest bid shall be the lowest total bid price for one of the following combinations, taken in order, based on a fund amount of \$208,333:

1. Base Bid
2. Base Bid plus Additive Alternate 1
3. Base Bid plus Additive Alternates 1 and 2
4. Base Bid plus Additive Alternates 1, 2 and 3
5. Base Bid plus Additive Alternates 1, 2, 3 and 4
6. Base Bid plus Additive Alternates 1, 2, 3, 4 and 5

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 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 within seventy-five (75) calendar days from the date specified for the opening of bids.

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 Los Angeles)
~~San Diego~~)

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, (Name) Miguel Guajardo, being first duly sworn, deposes and says that he or she is (Title) President of (Company) El Camino Construction & Engineering 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 P-7-14 Miguel Guajardo

CALIFORNIA JURAT WITH AFFIANT STATEMENT
GOVERNMENT CODE § 8202

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

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

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me

on this 30th day of July, 2014,
by Date Month Year

(1) Miguel Guajardo

(2) _____
Name(s) of Signer(s)

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

Signature Sarah Lambert
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Noncollusion Affidavit

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

**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) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors

3. BUSINESS REPRESENTATION

3.1. REPRESENTATION AS 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).

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

Certifying Government Agency: NA

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).
- 4.7. Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.

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 offer, 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 offer 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: Miguel Guajardo

Title: President

Company/Organization: El Camino Construction & Engineering

Signature: Miguel Guajardo

Date: 8-7-14

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", the "Portion of Work to be Contracted" and the "License No." that will be done by each subcontractor are required at the time of bid submittal. An inadvertent error in listing the California contractor license number must be corrected **by the prime contractor within 24 hours after bid opening** by email to the Procurement Contracting Officer listed as contact for this RFB, provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor, or else the bid may be determined non-responsive. The remainder of the information shall be submitted **by all bidders within two business days of bid opening** by e-mail to said Procurement Contracting Officer.

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

DESIGNATION OF SUBCONTRACTORS

DESIGNATION OF SUBCONTRACTORS				
PORTION OF WORK TO BE SUBCONTRACTED		BUSINESS NAME AND ADDRESS	PERCENTAGE OF TOTAL CONTRACT	LICENSE NO.
BID SCHED & ITEM NO.	DESCRIPTION OF WORK (Indicate if work includes only a "portion" of the bid item)			
	<i>None</i>			

Name of Bidder El Camino Construction & Engineering TOTAL % SUBCONTRACTED _____

FOR: REPAIR, REPLACEMENT AND CONSTRUCTION OF CONCRETE CURBS, GUTTERS, SIDEWALKS, COUNTYWIDE;
ORACLE PROJECT NO. 1018524

Accompanying this proposal is Bidder's Bond
in amount equal to at least ten percent of total of the bid.

(NOTICE: Insert the words "cash (\$ _____)," "cashier's check," "certified check," or "bidder's bond," as the case may be.)

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.

El Camino Construction and Engineering
Miguel Guajardo - President

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

License No. 922497 Classification (s) A/B Exp. Date 9-30-14

Warning - If an addendum or addenda have been issued by the Department and not noted in the Proposal to the Board on page 2-2 as being received by the bidder, this Proposal may be rejected.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

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

SIGN
HERE
(by Miguel Guajardo Miguel Guajardo (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 655 W. Esther St.

Telephone (562) 983-8811 Fax (562) 983-8817

E-Mail address Miguel @ elcamino con eng. com

Dated 8-7-14, 20 14, at Long Beach, California.

DATE: _____

ORACLE PROJECT NO. _____

COUNTY OF SAN DIEGO
BIDDER DVBE INFORMATION
(Due within 2 business days of bid opening)

PROJECT TITLE: _____

BIDDER: _____

BIDDER REPRESENTATIVE: _____

BID SCHED & ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL If not entire item indicate as portions of.	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 DVBE PARTICIPATION

Disabled Veterans	$\frac{\text{Total Amount to DVBE}}{\text{Total Bid}} \times 100 = \text{Percent of Utilization}$	3% *See DVBE and DVBE Participation information sections to determine if goal required for this solicitation
	$\text{_____} \times 100 = \text{_____}\%$	

PART IIA

**DOCUMENTS TO BE EXECUTED AND SUBMITTED BY ALL
BIDDERS WHO FAIL TO MEET DVBE PARTICIPATION FOR PUBLIC WORK PROJECTS
ESTIMATED (BY THE COUNTY) TO BE BETWEEN \$500,000 AND \$1 MILLION**

**(SHALL BE SUBMITTED BY E-MAIL TO THE PROCUREMENT
CONTRACTING OFFICER LISTED AS CONTACT FOR THIS RFB
WITHIN TWO (2) BUSINESS DAYS
OF THE BID OPENING)**

(Bidders are cautioned that even if their BIDDER DVBE INFORMATION form (page 2-10) indicates the stated DVBE participation has been met, all bidders 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 the stated DVBE participation has not been met.) These documents cannot be submitted in lieu of page 2-10, but may supplement page 2-10.

COUNTY OF SAN DIEGO

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

Documentation of Good Faith Effort

(Due within 2 business days of bid opening)

The DVBE Cover Sheet is to be attached for the required certified DVBE documentation of “Good Faith Effort” for public works projects estimated by the County to be between \$500,000 and \$1 million.

Project Title: _____

Oracle Project No. : _____

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 prior to prime contractor bid submittal 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.

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we El Camino Construction & Engineering Corp.
as Principal, and American Contractors Indemnity 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 (10%) of the Total Amount of the 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 August 7, 2014 for
DATE

REPAIR, REPLACEMENT AND CONSTRUCTION OF CONCRETE CURBS, GUTTERS, SIDEWALKS, COUNTYWIDE
ORACLE PROJECT NO. 1018524

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 28th day of July A.D. 2014.

El Camino Construction & Engineering Corp. (SEAL) American Contractors Indemnity Company (SEAL)
Miguel Guajardo (SEAL) BY: Elisabete Salazar (SEAL) Attorney-in-Fact (SEAL)
Surety Principal Principal Surety

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF _____)
COUNTY OF _____) ss

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. _____ 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 Los Angeles



On July 28, 2014 before me, Trina Lee Vega, Notary Public
Date Here insert Name and Title of the Officer

personally appeared Elisabete Salazar
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(\$) whose name(\$) 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(\$) on the instrument the person(\$), or the entity upon behalf of which the person(\$) acted, executed the instrument.

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

WITNESS my hand and official seal.



Place Notary Seal Above

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: _____

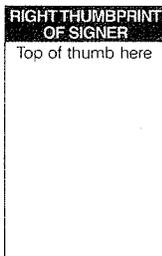
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

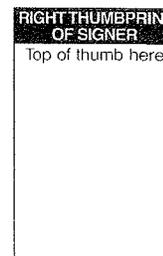
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Pietro Micciche, Elisabete Salazar or Patricia Zenizo of Los Angeles, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Three Million***** Dollars (\$ **3,000,000.00**).

This Power of Attorney shall expire without further action on December 08, 2016. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of December, 2012.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



[Signature]
Daniel P. Aguilar, Vice President

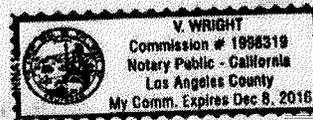
State of California

County of Los Angeles SS:

On 10th day of December, 2012, before me, Vanessa Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature 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] (Seal)



I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 20th day of July, 2014.

Corporate Seals

Bond No. N/A
Agency No. 3057



[Signature]
Jeannie Lee, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California }
County of Los Angeles }
On 7/30/2014 before me, Sarah Lambert, Notary Public
Date Name and Title of the Officer
personally appeared Miguel Guajardo
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: Sarah Lambert
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer's Name: _____

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

Signer Is Representing: _____

Signer Is Representing: _____