

BIDDERS'S NAME:

2-2

PRICE: 2-3

SUBS: 2-9

BB: 2-14

ESTIMATE: \$45,000.00 to \$55,000.00

\CB\ABSTRACT	OPENING DATE: 11/20/2014 at 2:00 P.M.
SOLICITATION NO. 6677	SUPPLIES OR SERVICES: COLLIER PARK BASKETBALL IMPROVEMENTS

OFFEROR/BIDDER	Total Bid	
Kirk Paving Inc.	\$ 42,350 -	
Ramona Paving & Construction	77,200 -	
Jaycon Construction Tech	65,579 -	
Visionary Construction & Consulting	56,915 -	

BIDS TO DEPARTMENT:
DATE: _____

DISTRIBUTION:
____FRONT DESK
____PCO

____SD DAILY TRANSCRIPT

DATE: 11/20/14

BID CLERK: [Signature]
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

**KIRK PAVING, INC.
8722 WINTER GARDENS BLVD.
LAKESIDE, CA 92040**

**CA CONTRACTORS LICENSE NO. 749206
CLASS - A GENERAL ENGINEERING
SBE NO. 42623**

SD CNTY PURCH *14 NOV 20 AM 11:03

LB #1

**COUNTY OF SAN DIEGO
DEPT. OF PURCHASING & CONTRACTING
5560 OVERLAND DRIVE, SUITE 270
SAN DIEGO, CA 92123**

RFB 6677

**CONSTRUCTION OF COLLIER PARK
BASKETBALL COURT
ORACLE PROJECT NO. 1019116
REQUEST FOR BID NO. 6677**

BID DATE: 11/20/2014

PART II

DOCUMENTS TO BE EXECUTED BY BIDDER



RECEIVED

NOV 17 2014

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

Allen R. Hunsberger
Assistant Director

November 17, 2014

ADDENDUM No. 1

CONSTRUCTION OF COLLIER BASKETBALL COURT IMPROVEMENTS ORACLE PROJECT NO. 1019116 - (RFB 6677)

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. PART 5, DIVISION 32 12 16, EXECUTION: All existing surfacing shall be ground down approximately 1 inch so that new surfacing shall be smooth and free of any bumps. All dust and loose materials shall be removed from court before applying new surfacing. Power washing is not required.

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.

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
BID TO THE BOARD
FOR
CONSTRUCTION OF COLLIER PARK BASKETBALL COURT
ORACLE PROJECT NO. 1019116
BID NO.: 6677.

Name of Bidder KIRK PAVING, INC.

Business Address 8722 WINTERGARDENS BLVD. LAKESIDE, CA 92040

Place of Residence SAME AS ABOVE

LOCATION

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

Said work is to be performed in accordance with the Contract and the Special Provisions annexed hereto and including Addenda Nos. _____, _____, and _____, and also in accordance with Vision 1 General Provisions, Sections 1 through 9 of the Standard Specifications of the State of California Department of Transportation, 2010 edition.

The work to be done is shown on plans entitled:

COLLIER PARK BASKETBALL COURT
626 E. Ramona St., Ramona CA 92065

By signing this bid 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 Bid 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 bid; 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 Bid 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:

COLLIER PARK BASKETBALL COURT

BID SCHEDULE

The Contractor is responsible to field verify all measurements prior to bid. The bid schedule is either a unit price or lump sum for every item and no additional compensation will be provided. It is the intent of this bid schedule to include **ALL** Work in all divisions and sections of this specification.

BASE BID

ITEM	SPEC	DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL
1		MOBILIZATION / DEMOBILIZATION	1	LS	1500	1500
2		STORMWATER	1	LS	200	200
3		DEMOLITION	1	LS	2500	2500
4		CUTTING & PATCHING	1	LS	8000	8000
5		BASKETBALL EQUIPMENT	1	LS	4000	4000
6		SITE FURNISHINGS	1	LS	1250	1250
7		ASPHALT PAVING REPAIR	1	LS	13900	13900
8		CONCRETE PAVING, FOOTINGS	1	LS	4400	4400
9		COURT SURFACING & MARKINGS	1	LS	6600	6600

NOTE: Specification and Plan sections listed for each bid item are provided for the convenience of the contractor. Contractor is responsible for all portions of the specifications and plans for this contract.

TOTAL BID: 42350

NAME OF BIDDER: KIRK PAVING, INC.

BID COMPARISON AND AWARD

If this Bid 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 Bid and the acceptance thereof shall be null and void, and the forfeiture of the security accompanying this Bid shall operate and the same shall be the property of the Owner.

Bids are required for the entire work shown in the Base Bid Schedule and for Additive Alternates. The amount of the bid for comparison purposes will be the Total Bid (Base Bid Schedule plus Additive Alternates).

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.

The quantities listed in the Bid 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. **The County may deem non-responsive any bids that contain any mathematical errors.**

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

Award of the Contract, if awarded, will be made to the lowest responsible bidder within seventy-five (75) calendar days from the date specified for the opening of bids.

PROHIBITED CONTRACTS CERTIFICATION

Section 67 of the San Diego County Administrative Code provides that the County shall not contract with, and shall reject any bid or bid 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, offeror certifies that the above provisions of Section 67 of the San Diego County Administrative 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) JON A. KIRK, being first duly sworn, deposes and says that ~~(he or she)~~ is (Title) PRESIDENT of (Company) KIRK PAVING, 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 11/19/14

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of SAN DIEGO }

On 11/19/14 before me, MICHELLE M. LEDIN, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared JON A. KIRK
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. Ledin
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: NON-COLLUSION AFFIDAVIT

Document Date: 11/19/14 Number of Pages: _____

Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)

Signer's Name: JON A. KIRK Signer's Name: _____

Corporate Officer — Title(s): PRESIDENT Corporate Officer — Title(s): _____

Individual Individual

Partner — Limited General Partner — Limited General

Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: KIRK PAVING, INC. Signer Is Representing: _____

Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS

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

BUSINESS TYPE

For-profit Non-profit Government

Attach proof of status for Non-profit.

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

BUSINESS REPRESENTATION

Offeror represents as a part of this offer that the ownership, operation, and control of the business are:

3.1. Are you a small business with:
100 or fewer employees and average annual gross receipts of \$14 million or less or; a manufacturer with 100 or fewer employees? Yes No

3.2. Are you a local business with a physical address within the County of San Diego? Yes No

3.3. Are you certified by the State of California as a:
 Disabled Veteran Business Enterprise (DVBE)
Certification #: _____

Small Business Enterprise (SBE)

Certification #: 421023

See the State of California, Department of General Services website for details on "Certified Small Business" and "Certified DVBE" requirements.

<http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): 100 %

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 disclosed and included in the offer.

4.6 Offeror 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 or related to 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.

CERTIFICATE OF CURRENT COST OR PRICING

This is to certify that, to the best of the Offeror's 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.

CERTIFICATE OF INDEPENDENT PRICING

By submission of this offer, each Offeror certifies, and in the case of a joint offer, 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).

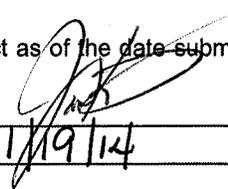
CERTIFICATION

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: JON A. KIRK

Title: PRESIDENT

Company/Organization: KIRK PAVING, INC.

Signature: 

Date: 11/19/14

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

DESIGNATION OF SUBCONTRACTORS

Set forth below is the completed Designation of Subcontractors form listing 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, and License Number 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 nonresponsive. 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".

[INTENTIONALLY LEFT BLANK]

FOR: COLLIER PARK BASKETBALL COURT
Oracle Project No. 1019116

Accompanying this bid is BIDDERS BOND

(NOTICE: Insert the words "cash (\$ 4235), "cashier's check," "certified check," or "bidder's bond," as the case may be.) in amount equal to at least ten percent of total of the bid.

The names of all persons interested in the foregoing bid 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.*

KIRK PAVING INC.

JON A. KIRK, PRESIDENT JON A. KIRK, TREASURER

JON A. KIRK, SECRETARY JON A. KIRK, MANAGER

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

License No. 749206 Classification (s) A- General Engineering Exp. Date 5/31/2016

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

KIRK PAVING INC.

Legal Name of Bidder

SIGN

HERE

by



Signature

(SEAL)

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 8722 WINTER GARDENS BLVD. LAKESIDE, CA 92040

Telephone (619) 938-9958 Fax (619) 938-0767

E-Mail address KIRKPAVING@COX.NET

Dated NOVEMBER 20, 2014, at SAN DIEGO California.

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we Kirk Paving, Inc.

as Principal, and Developers Surety and 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 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 _____ for
DATE

COLLIER PARK BASKETBALL COURT, ORACLE PROJECT NO. 1019116

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 judgment 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 5th day of Nov. A.D. 2014.

Kirk Paving, Inc.

(SEAL) Developers Surety and Indemnity Company (SEAL)

(SEAL) Margie Wager (SEAL)

(SEAL) Margie Wager, Attorney-in-Fact (SEAL)

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.
(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 CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

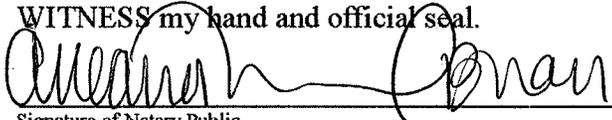
On NOV 05 2014 before me, Aireanna Mannerud Brown, Notary Public
(Here insert name and title of the officer)

personally appeared Margie Wager

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 Public



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
<input type="checkbox"/> Individual (s) <input type="checkbox"/> Corporate Officer _____ (Title)
<input type="checkbox"/> Partner(s) <input checked="" type="checkbox"/> Attorney-in-Fact <input type="checkbox"/> Trustee(s) <input type="checkbox"/> 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

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: ***Margie Wager***

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 October 4th, 2011.

By: Daniel Young
Daniel Young, Senior Vice-President

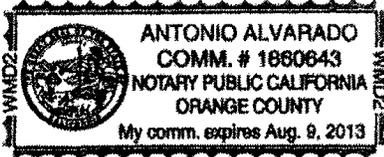
By: Steve A. Tvedt
Steve A. Tvedt, Vice-President



State of California
County of Orange

On October 4, 2011 before me, Antonio Alvarado, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared J Daniel Young and Steve A. Tvedt
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 Antonio Alvarado
Antonio Alvarado, Notary Public

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 5th day of November, 2014 .

By: Gregg Okura
Gregg Okura, Assistant Secretary

COUNTY OF SAN DIEGO
BIDDER/OFFEROR DVBE INFORMATION
 (DUE WITHIN TWO (2) DAYS OF BID OPENING)

DATE: 11 / 19 / 14 Bid/Offer No.: 6677

PROJECT TITLE: COLLIER PARK BASKETBALL COURT Project/Activity No.: 1019116

BIDDER/OFFEROR: KIRK PAVING, INC.

BIDDER/OFFEROR REPRESENTATIVE: JON KIRK

ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL	NAME OF CERTIFIED DVBE (PRIME, SUBCONTRACTOR, VENDOR) TO BE USED INCLUDING ADDRESS, TELEPHONE AND CERTIFICATION NUMBER.	DOLLAR AMOUNT TO BE PAID THIS DVBE
		<div style="font-size: 4em; font-weight: bold;">SEE ATTACHED</div>	
TOTAL DOLLARS TO CERTIFIED DVBE (PRIME, /SUBCONTRACTOR/VENDOR)			\$ 0

COMPUTATION OF UTILIZATION AND COMPARISON WITH THE DVBE PARTICIPATION.

CALCULATION		
Disabled Veterans	$\frac{\text{Total Amount to DVBE}}{\text{Total Bid/Offer}} \times 100 = \text{Percent of Utilization}$	3%
	$\text{_____} \times 100 = \text{_____} \%$	*See DVBE Participation information sections for further information.

PART IIA

**DOCUMENTS TO BE EXECUTED AND SUBMITTED BY ALL
BIDDERS WHO FAIL TO MEET A DVBE GOAL 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 2-15) 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 2-15, but may supplement page 2-15).

COUNTY OF SAN DIEGO
DVBE "Good Faith Effort" Package

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

The DVBE Cover Sheet is to be attached for the required certified DVBE documentation of "Good Faith Effort" estimated by the County to be between \$500.00 and \$1 million.

Date: 11/19/14 Bid/Offer No.: 6677

Project Title: COLLIER PARK BASETBALL COURT

Project/Activity No.: 1019116

Bidder/Offeror: KIRK PAVING, INC.

Bidder/Offeror Representative: JON KIRK

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

COUNTY OF SAN DIEGO
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	Date of Contact (Mail, Fax, Telephone, etc.)	Responded (Yes/No)	
1.		<input type="checkbox"/> Yes	<input type="checkbox"/> No
2.		<input type="checkbox"/> Yes	<input type="checkbox"/> No
3.		<input type="checkbox"/> Yes	<input type="checkbox"/> No
4.		<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.		<input type="checkbox"/> Yes	<input type="checkbox"/> No
6.		<input type="checkbox"/> Yes	<input type="checkbox"/> No
7.		<input type="checkbox"/> Yes	<input type="checkbox"/> No
8.		<input type="checkbox"/> Yes	<input type="checkbox"/> No
9.		<input type="checkbox"/> Yes	<input type="checkbox"/> No
10.		<input type="checkbox"/> Yes	<input type="checkbox"/> No
11.		<input type="checkbox"/> Yes	<input type="checkbox"/> No
12.		<input type="checkbox"/> Yes	<input type="checkbox"/> No
13.		<input type="checkbox"/> Yes	<input type="checkbox"/> No
14.		<input type="checkbox"/> Yes	<input type="checkbox"/> No
15.		<input type="checkbox"/> Yes	<input type="checkbox"/> No

SEE
ATTACHED

B. 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.

Kirk Paving

From: Lisa Lovelace <llovelace@agcsd.org>
Sent: Wednesday, November 12, 2014 11:41 AM
To: kirkpaving@cox.net
Subject: AGC Good Faith Proof of Publication for November 10, 2014
Attachments: AGC Good Faith Report 11-10-14.pdf; 11-10-2014 POP.pdf; Kirk Paving, Inc 11-10-14 Collier Park.pdf

Hi Jon,

Attached is your proof of publication for November 10, 2014

Thanks,

Lisa Lovelace
AGC's Senior Plan Room Reporter
Associated General Contractors of America
San Diego Chapter, Inc.
6212 Ferris Square
San Diego, CA 92121

Ph: 858.874.8560
Fax: 858.874.8569
Cell: 619-876-2172
e-mail: lisa@agcsd.org

WEBSITE: www.agcsd.org



Building Your Quality of Life



AGC EGCC PUBLIC ENTITIES SHOWCASE

Five San Diego Leading Agencies to Preview Upcoming CIP Projects

November 19, 2014
5:30 - 8:00 PM

San Diego Yacht Club
1011 Anchorage Lane
San Diego, CA 92106

REGISTRATION NOW OPEN

* Proof of Publication

November 10th
In the year of 2014

Request For Sub Bids From **ALL** Certified & Qualified
DVBE Subcontractors and Suppliers for:

**Project: RFB 6677 Construction of
Collier Park Basketball Court**

*Stormwater, Demolition, Basketball Equipment, Site Furnishings,
Concrete Paving, Cork Resurfacing & Markings*

Owner: County of San Diego

Location: 626 E. Street, Ramona, CA 92065

Bid Date: November 20, 2014 at 2:00 PM

Kirk Paving, Inc.

8722 Winter Gardens Blvd.

Lakeside, CA 92040

Phone: (619) 938-9958 / Fax (619) 938-0767

Contact: Jon Kirk: kirkpaving@cox.net

PROOF OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA

County of San Diego

I am a permanent resident of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the publisher of **AGC GOOD FAITH ADVERTISING REPORT (formerly DAILY CONSTRUCTION REPORTER)**, a publication of general circulation, published weekly in the city of San Diego, County of San Diego, and which publication has been **ADJUDGED A PUBLICATION OF GENERAL CIRCULATION by the Superior Court of the County of San Diego, State of California, under the date of February 20, 1973, case number 337691, and a Trade and Focus publication approved by the California Department of General Services on May 3, 2004**, that the notice of which the annexed is a printed copy (set in type not smaller than nonpareil) has been published in each regular and entire issue of said publication and not in any supplement thereof of the following dates to-wit:

November 10
In the year of 2014

*Proof of publication is attached.

I certify (or declare) under penalty of perjury that the foregoing is true and correct.
Dated at: San Diego California, this 10th day of November, 2014

Lisa Lovelace

LISA LOVELACE
Editor

Jessica Kovack

JESSICA KOVACK
Publisher

Request For Sub Bids From **ALL** Certified & Qualified DVBE Subcontractors and Suppliers for:

Project: RFB 6677 Construction of Collier Park Basketball Court

Stormwater, Demolition, Basketball Equipment, Site Furnishings, Concrete Paving, Cork Resurfacing & Markings

Owner: County of San Diego

Location: 626 E. Street, Ramona, CA 92065

Bid Date: November 20, 2014 at 2:00 PM

Kirk Paving, Inc.

8722 Winter Gardens Blvd.

Lakeside, CA 92040

Phone: (619) 938-9958 / Fax (619) 938-0767

Contact: Jon Kirk: kirkpaving@cox.net

ADVERTISEMENT FOR BID

San Diego State University, South Campus Plaza (Mixed Use Development)

Subject to conditions prescribed by California State University – San Diego, Bids are sought from the **Approved Subcontractors** for the following work:

Phase 2A Trades:

07 Masonry, 09 Structural Steel, Metal Stairs & Misc. Metals, 11 Waterproofing, 13 Doors/Frames/Hardware, 14 Overhead Doors, 15 Glazing Systems, 26 Trash Chutes & Compactors, 28 Landscaping & Irrigation

DESCRIPTION:

The project scope of work includes but is not limited to two 6-story structures with retail spaces on ground level and student housing and support spaces at upper levels, and a 6-story parking structure. Housing buildings are located west of College Ave. to Montezuma Place, and south of Montezuma Road to Parking Lot B. The parking structure is located at the corner of Lindo Paseo and Montezuma Place.

Construction begins in November 2014 and completes August 2016.

This is a **Public Works Project**, and is subject to **Prevailing Wage Rate** laws. DVBE participation requirement is a minimum of 6% of the contract amount.

ALL QUALIFIERS MUST HAVE THE APPROPRIATE LICENSE:
See Description of Classifications (www.cslb.ca.gov)

Bid Due Date/Time:
12/12/2014 by 10:00am

Submit Bid to:

Mary Homan
Sundt Construction Inc.
1660 Hotel Circle North, Suite 400
San Diego, CA 92108
Tel: 619-321-4837 or mchoman@sundt.com

Bids will only be accepted from the Approved Bidders for this project.

BONDS MAY BE REQUIRED.

REQUESTING SUB-BIDS

From All Qualified **Disadvantage Business Enterprise (DBE)** Subcontractors/Sub-consultants/Suppliers/Vendors registered as a DBE or small business for:

Foothill Boulevard Bridge Widening Over San Dimas Wash

Owner: City of San Dimas
Public Works Department

Reyes Construction is requesting bids for: **Subcontractors:** *Striping, Rebar, CIDH Piles, Cold Milling, Asphalt, Minor Concrete (Sidewalk, curb and gutter), Fencing, Structural Concrete (Bridge, catch basin, approach slab), Utilities Installation – Waterline, Electrical - Street Lighting, Concrete Barrier, Landscaping & Irrigation, Demo - (Bridge Removal), Survey, Concrete Staining (Painting of Handrail & staining concrete barrier)* **Material & Suppliers:** *Waterwork Supply (3" PVC, 12" CIP, 16" Steel Casing, 2" Copper, couplings etc.), RCP (18", 24" 2000D) T & G, Rebar, Miscellaneous, Metals (Manhole Steps (SS)), Concrete Accessories (Filter Fabric, Expansion Paper), Concrete (3250 PSI, 3600 PSI, 4000 PSI, Slurry 1 Sack, 4000 PSI), Crushed Aggregate Base, Sand for Bedding (SE>30), Gravel 3/4", Electrical - 4" Conduit, Fuel, Formliner*

BID DATE: November 18, 2014 @ 10:00 AM

REYES CONSTRUCTION, INC.

State License Number 507561

1383 South Signal Drive, Pomona, CA 91766

Phone: 909-622-2259 • Fax: 909-622-3053
Contact: Estimating Mon-Fri 8am-5pm

Assistance will be available for obtaining Bonds, Lines of Credit, and/or Insurance, necessary equipment, supplies, materials or related assistance services.

Plans and Specifications can be viewed online at no additional cost at 1.) <http://www.bidmail.com/Sublogin.aspx> (To request an invite please email estimating@reyesconstruction.com)

2.) Via ShareFile requesting to estimating@reyesconstruction.com

Please fax quotes to: 909.622.3053

Requesting bids - **ALL TRADES** Especially From Certified **DBE** for the following **SUBTRADES:**

Asphalt Concrete, AC Dike, Cold Planing, Lead Dirt Removal, Erosion Control, Metal Beam Guardrail, Fencing, Storm Drain, Misc. Iron and Steel, Electrical, Clear and Grubbing, Landscaping, Traffic Control, WPCP, Striping Removals, Thermoplastic Striping and Pavement Markings, Pavement Markers, Construction Area Signs.

Project: Highway Improvements at Various Locations Route 15, 95 and 805

Owner: Caltrans Project # 11-282504

Location: *Lemon Grove and West San Diego near Home Ave., CA*

BID DATE: November 19, 2014 at 2:00 PM

Hazard Construction Company

Contact: Chad Opper

PO Box 229000, San Diego, CA 92192

Phone: (858) 587-3600 / Fax: (858) 453-6034

E-Mail: copper@hazardcon.com

Federal Aid Project ACNHP-X073(109)E

IMPORTANT! We are an Equal Opportunity Employer. We seek and encourage bids from certified SLBE, ELBE, DBE, UDBE, DVBE, SBE, MBE, WBE and OBE businesses. If your scope of work requires materials, please consider and list suppliers on your quote.

For all public projects Payment and Performance Bonds are required for 100% of the subcontract amount. Hazard will compensate for up to 3% for the required Bonds.

Please contact Hazard Construction Company should you need assistance in obtaining bonding, lines of credit or required insurance, equipment, supplies and/or materials. Please visit our website to view Hazard Construction Co's Insurance Requirements for General Liability, Auto and Workers' Compensation for Subcontractors at <http://www.hazardconstruction.com/HCCInsReg.pdf>

Kirk Paving

From: Lisa Lovelace <llovelace@agcsd.org>
Sent: Tuesday, November 18, 2014 2:32 PM
To: kirkpaving@cox.net
Subject: AGC Good Faith Proof of Publication for November 17, 2014
Attachments: Kirk Paving, Inc 11-17-14 Collier Park.pdf; AGC Good Faith Report 11-17-14.pdf; 11-17-2014 POP.pdf

Jon,

Attached is your proof of publication for November 17, 2014

RECEIVED

NOV 18 2014

Lisa Lovelace
AGC's Senior Plan Room Reporter
Associated General Contractors of America
San Diego Chapter, Inc.
6212 Ferris Square
San Diego, CA 92121

Ph: 858.874.8560
Fax: 858.874.8569
Cell: 619-876-2172
e-mail: lisa@agcsd.org

WEBSITE: www.agcsd.org



Building Your Quality of Life



AGC 2014 ANNUAL MEETING
December 16, 2014

Hilton San Diego Resort
1775 E Mission Bay Dr.
San Diego, CA 92109
11:30 AM - 1:30 PM

Featuring Guest Speaker:
Al Landes - Herzog Contracting
AGC of America President

REGISTRATION NOW OPEN

* Proof of Publication

November 17th
In the year of 2014

Request For Sub Bids From **ALL** Certified & Qualified
DVBE Subcontractors and Suppliers for:

**Project: RFB 6677 Construction of
Collier Park Basketball Court**

*Stormwater, Demolition, Basketball Equipment, Site Furnishings,
Concrete Paving, Cork Resurfacing & Markings*

Owner: County of San Diego

Location: 626 E. Street, Ramona, CA 92065

Bid Date: November 20, 2014 at 2:00 PM

Kirk Paving, Inc.

8722 Winter Gardens Blvd.

Lakeside, CA 92040

Phone: (619) 938-9958 / Fax (619) 938-0767

Contact: Jon Kirk: kirkpaving@cox.net

PROOF OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA

County of San Diego

I am a permanent resident of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the publisher of **AGC GOOD FAITH ADVERTISING REPORT (formerly DAILY CONSTRUCTION REPORTER)**, a publication of general circulation, published weekly in the city of San Diego, County of San Diego, and which publication has been **ADJUDGED A PUBLICATION OF GENERAL CIRCULATION by the Superior Court of the County of San Diego, State of California, under the date of February 20, 1973, case number 337691, and a Trade and Focus publication approved by the California Department of General Services on May 3, 2004**, that the notice of which the annexed is a printed copy (set in type not smaller than nonpareil) has been published in each regular and entire issue of said publication and not in any supplement thereof of the following dates to-wit:

November 17

In the year of 2014

*Proof of publication is attached.

I certify (or declare) under penalty of perjury that the foregoing is true and correct.
Dated at: San Diego California, this 17th day of November, 2014

Lisa Lovelace

LISA LOVELACE
Editor

Jessica Kovack

JESSICA KOVACK
Publisher

Request For Sub Bids From **ALL** Certified & Qualified
DVBE Subcontractors and Suppliers for:

**Project: RFB 6677 Construction of
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Lakeside, CA 92040

Phone: (619) 938-9958 / Fax (619) 938-0767

Contact: Jon Kirk: kirkpaving@cox.net



Achieving Construction Excellence Through Leadership and Innovation

Soltek Pacific Construction Company

is requesting Bids from certified SLBE & ELBE Subcontractors and
 Suppliers for **ALL TRADES & MATERIALS** on the following project:

SOUTH MISSION BEACH LIFEGUARD STATION

Bid #K-15-1180-DBB-3

City of San Diego

Bids Due: November 20, 2014 before 2:00 PM

We encourage all Subcontractors to use certified SLBE and ELBE suppliers.

The complete project documents can be viewed or downloaded for free on our
 website at: <https://intranet.soltekpacific.com/estimating>

As stated in the project specifications: Bidder's must guarantee their price for
 a period of (120) days from the bid date/opening.

Prior to the Award of the Contract, Subcontractors and Suppliers must register
 with the City's contract compliance website,
 Prism@: <https://pro.prismm.com/default.aspx>

Please contact us for assistance regarding obtaining bonding, lines of credit,
 and insurance. We can also assist with obtaining the necessary equipment,
 supplies and materials to bid the project.

The Successful Subcontractors will be required to provide a waiver of
 subrogation and sign a standard AGC-approved contract with SPC's standard
 Attachment A thru N. At SPC's discretion the Subcontractor must be prepared
 to provide a Payment and Performance Bond from a Treasury listed or similar
 Surety approved by SPC. SPC agrees to pay a maximum of 1% cost of the
 subcontractors Payment and Performance Bonds.

Main Contact/Estimator: John Cammall

Email: jcammall@soltekpacific.com or estimating@soltekpacific.com

Phone (619) 296-6247 Fax 296-4314

Info: 2424 Congress Street, San Diego, CA 92110-2888.

Soltek Pacific Construction Company is an Equal Opportunity Affirmative Action Employer



Achieving Construction Excellence Through Leadership and Innovation

Soltek Pacific Construction Company

is requesting Bids from certified SLBE & ELBE Subcontractors and
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 Prism@: <https://pro.prismm.com/default.aspx>

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 Attachment A thru N. At SPC's discretion the Subcontractor must be prepared
 to provide a Payment and Performance Bond from a Treasury listed or similar
 Surety approved by SPC. SPC agrees to pay a maximum of 1% cost of the
 subcontractors Payment and Performance Bonds.

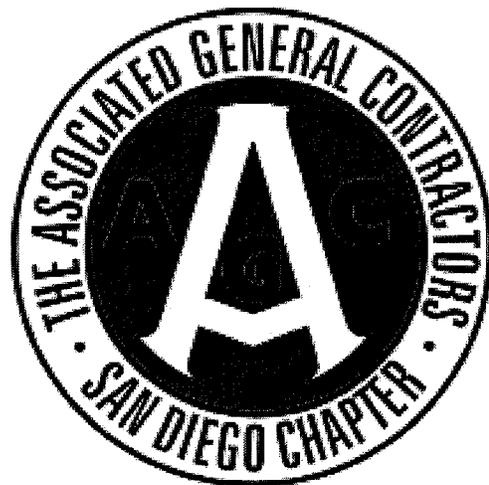
Main Contact/Estimator: John Cammall

Email: jcammall@soltekpacific.com or estimating@soltekpacific.com

Phone (619) 296-6247 Fax 296-4314

Info: 2424 Congress Street, San Diego, CA 92110-2888.

Soltek Pacific Construction Company is an Equal Opportunity Affirmative Action Employer



Next

Bid

Bidder: Ramona Paving & Construction Corp.
1303 Olive Street Ramona, CA. 92065
ph: 760-788-2847 License No. 795526 (A, B, C-12. Haz)

Proposal to: County of San Diego

Project: Collier Park Basketball Court
RFB No. 6677 / Oracle No. 1019116

Bid Date: Nov. 20, 2014 (2:00 pm)

PK

#2

SD CITY PURCH*14 NOV 20 PM 12:47

PART II

DOCUMENTS TO BE EXECUTED BY BIDDER

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
BID TO THE BOARD
FOR
CONSTRUCTION OF [COLLIER PARK BASKETBALL COURT]
ORACLE PROJECT NO. [1019116]
BID NO.: 6677.

Name of Bidder Ramona Paving & Construction Corp.

Business Address 1303 Olive St. Ramona, CA. 92065

Place of Residence Ramona,CA. (San Diego County)

LOCATION

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

Said work is to be performed in accordance with the Contract and the Special Provisions annexed hereto and including Addenda Nos. 1, _____, and _____, and also in accordance with Vision 1 General Provisions, Sections 1 through 9 of the Standard Specifications of the State of California Department of Transportation, [2010] edition.

The work to be done is shown on plans entitled:

[COLLIER PARK BASKETBALL COURT]
[626 E. Ramona St., Ramona CA 92065]

By signing this bid 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 Bid 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 bid; 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 Bid 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:

[COLLIER PARK BASKETBALL COURT]

BID SCHEDULE

The Contractor is responsible to field verify all measurements prior to bid. The bid schedule is either a unit price or lump sum for every item and no additional compensation will be provided. It is the intent of this bid schedule to include **ALL** Work in all divisions and sections of this specification.

BASE BID						
ITEM	SPEC	DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL
1		MOBILIZATION / DEMOBILIZATION	1	LS	10,000.00	\$10,000.00
2		STORMWATER	1	LS	1,500.00	1,500.00
3		DEMOLITION	1	LS	20,000.00	20,000.00
4		CUTTING & PATCHING	1	LS	5,000.00	5,000.00
5		BASKETBALL EQUIPMENT	1	LS	7,700.00	7,700.00
6		SITE FURNISHINGS	1	LS	1,000.00	1,000.00
7		ASPHALT PAVING REPAIR	1	LS	17,000.00	17,000.00
8		CONCRETE PAVING, FOOTINGS	1	LS	5,000.00	5,000.00
9		COURT SURFACING & MARKINGS	1	LS	10,000.00	10,000.00

NOTE: Specification and Plan sections listed for each bid item are provided for the convenience of the contractor. Contractor is responsible for all portions of the specifications and plans for this contract.

TOTAL BID: \$ 77,200.00

NAME OF BIDDER: Ramona Paving & Construction Corp.

BID COMPARISON AND AWARD

If this Bid 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 Bid and the acceptance thereof shall be null and void, and the forfeiture of the security accompanying this Bid shall operate and the same shall be the property of the Owner.

Bids are required for the entire work shown in the Base Bid Schedule and for Additive Alternates. The amount of the bid for comparison purposes will be the Total Bid (Base Bid Schedule plus Additive Alternates).

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.

The quantities listed in the Bid 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. **The County may deem non-responsive any bids that contain any mathematical errors.**

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

Award of the Contract, if awarded, will be made to the lowest responsible bidder within seventy-five (75) calendar days from the date specified for the opening of bids.

PROHIBITED CONTRACTS CERTIFICATION

Section 67 of the San Diego County Administrative Code provides that the County shall not contract with, and shall reject any bid or bid 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, offeror certifies that the above provisions of Section 67 of the San Diego County Administrative 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.

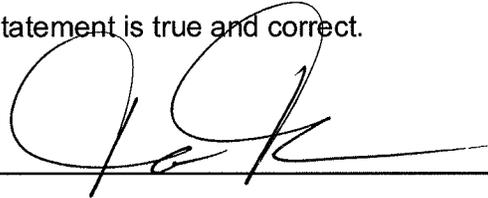
NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

(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 November 19, 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. BUSINESS TYPE

For-profit Non-profit Government
Attach proof of status for Non-profit.

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

Offeror represents as a part of this offer that the ownership, operation, and control of the business are:

3.1. Are you a small business with:
100 or fewer employees and average annual gross receipts of \$14 million or less or; a manufacturer with 100 or fewer employees? Yes No

3.2. Are you a local business with a physical address within the County of San Diego? Yes No

3.3. Are you certified by the State of California as a:
 Disabled Veteran Business Enterprise (DVBE)
Certification #: _____

Small Business Enterprise (SBE)
Certification #: 45647

See the State of California, Department of General Services website for details on "Certified Small Business" and "Certified DVBE" requirements.
<http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): 100 %

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 disclosed and included in the offer.

4.6 Offeror 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 or related to 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 the Offeror's 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 offer, 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).

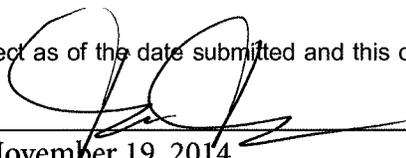
CERTIFICATION

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: November 19, 2014

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

DESIGNATION OF SUBCONTRACTORS

Set forth below is the completed Designation of Subcontractors form listing 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, and License Number 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 nonresponsive. 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".

[INTENTIONALLY LEFT BLANK]

DESIGNATION OF SUBCONTRACTORS

PORTION OF WORK TO BE SUBCONTRACTED		BUSINESS NAME AND ADDRESS	PERCENTAGE OF TOTAL CONTRACT	LICENSE NO.
ITEM NO.	DESCRIPTION OF WORK			
9	Court Markings	Ambrit Services, Inc. 1345 Horsemill Rd. El Cajon, CA. 92021	8.42%	985013
1	Fencing	Hurricane/Poway Fence P.O. Box 1636 Ramona, Ca. 92065	4%	891123

TOTAL % SUBCONTRACTED: 12.42%

NAME OF BIDDER: Ramona Paving & Construction Corp.

FOR: COLLIER PARK BASKETBALL COURT
Oracle Project No. 1019116

Accompanying this bid is Bidder's Bond

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

The names of all persons interested in the foregoing bid 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.*

Ramona Paving & Construction Corp.

President: Thomas Theaker General Manager: Jess Libsack

Sec. / Treas. : Annette Theaker

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

License No. 795526 Classification (s) A, B, C-12, Haz Exp. Date 05/31/2015

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

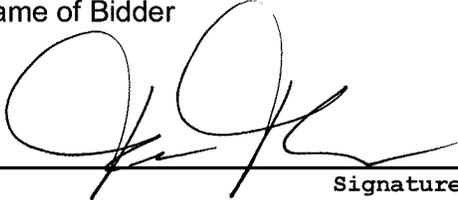
Ramona Paving & Construction Corp.

Legal Name of Bidder

SIGN

HERE

by



Signature

(SEAL)

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 1303 Olive St. Ramona, CA. 92065

Telephone (760) 788-2847 Fax (760) 789-9935

E-Mail address info@ramonapaving.com

Dated November 18, 20 14, at Ramona, California.

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we Ramona Paving & Construction, Corp.

as Principal, and U.S. 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, 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% of Bid Amount)

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above-mentioned bid to the County of San Diego for certain construction specifically described as follows, for which bids are to be opened on Nov 20, 2014 for
DATE

COLLIER PARK BASKETBALL COURT, ORACLE PROJECT NO. 1019116

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 judgment 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 10th day of November A.D. 2014.

Ramona Paving & Construction, Corp.
[Signature]
President
Principal

(SEAL) U.S. Specialty Insurance Company (SEAL)
(SEAL) *[Signature]* (SEAL)
(SEAL) Dirk DeGraw, Attorney-in-Fact (SEAL)

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF _____)
COUNTY OF _____)

ss ***SEE ATTACHED CERTIFICATE***

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

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

Notary Public In and for the County of

State of California

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:

Dirk Degraw of San Diego, 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 March 18, 2015. 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 3rd day of October, 2011.

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

Corporate Seals



By:

[Signature]
Daniel P. Aguilar, Vice President

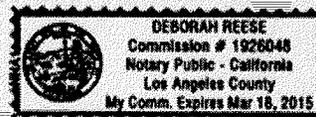
State of California

County of Los Angeles SS:

On this 3rd day of October, 2011, before me, Deborah Reese, 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 *Deborah Reese* (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 10th day of November, 2011

Corporate Seals



Bond No. n/a
Agency No. 9003

[Signature]
Jeannie Lee, Assistant Secretary

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

On 11/10/2014 before me, Brittany Aceves, Notary Public
(Here insert name and title of the officer)

personally appeared Dirk DeGraw

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ 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 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

COUNTY OF SAN DIEGO
BIDDER/OFFEROR DVBE INFORMATION
 (DUE WITHIN TWO (2) DAYS OF BID OPENING)

DATE: November 18, 2014 Bid/Offer No.: RFB No. 6677

PROJECT TITLE: COLLIER PARK BASKETBALL COURT Project/Activity No.: 1019116

BIDDER/OFFEROR: Ramona Paving & Construction Corp.

BIDDER/OFFEROR REPRESENTATIVE: Thomas Theaker

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

COMPUTATION OF UTILIZATION AND COMPARISON WITH THE DVBE PARTICIPATION.

CALCULATION		
Disabled Veterans	$\frac{\text{Total Amount to DVBE}}{\text{Total Bid/Offer}} \times 100 = \text{Percent of Utilization}$	3%
	$\text{_____} \times 100 = \text{_____} \%$	*See DVBE Participation information sections for further information.

Next

Bid

JAVICON CONSTRUCTION TECHNOLOGIES, INC.
DBA ADORAX ELECTRIC
P.O. BOX 21436
EL PASO, CA. 92021
LIC. 295999 A & C-10

BID FO.
COLLIER PARK BASKETS
ORACLE PROJECT NO.
BID DATE 11/26/14

SO CITY PURCH 11/17/10 990129

3

COUNTY OF SAN DIEGO
DEPARTMENT OF PURCHASING & CONSTRUCTION
5560 OURLAND AVENUE, SUITE 210
SAN DIEGO, CA. 92123

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
BID TO THE BOARD
FOR
CONSTRUCTION OF [COLLIER PARK BASKETBALL COURT]
ORACLE PROJECT NO. [1019116]
BID NO.: 6677.

Name of Bidder Taylor Construction Technologies, Inc. DBA ANNA ELECTRIC INC
Business Address 8406 N. MAGNOLIA, STE D, SWITZER, CA. 92110
Place of Residence 8406 N. MAGNOLIA, STE D, SWITZER, CA. 92110

LOCATION

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

Said work is to be performed in accordance with the Contract and the Special Provisions annexed hereto and including Addenda Nos. 1, , and , and also in accordance with Vision 1 General Provisions, Sections 1 through 9 of the Standard Specifications of the State of California Department of Transportation, [2010] edition.

The work to be done is shown on plans entitled:

**[COLLIER PARK BASKETBALL COURT |
626 E. Ramona St., Ramona CA 92065]**

By signing this bid 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 Bid 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 bid; 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 Bid 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:

COLLIER PARK BASKETBALL COURT

BID SCHEDULE

The Contractor is responsible to field verify all measurements prior to bid. The bid schedule is either a unit price or lump sum for every item and no additional compensation will be provided. It is the intent of this bid schedule to include ALL Work in all divisions and sections of this specification.

BASE BID

ITEM	SPEC	DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL
1		MOBILIZATION / DEMOBILIZATION	1	LS	6000.00	6000.00
2		STORMWATER	1	LS	2000.00	2000.00
3		DEMOLITION	1	LS	14,132.00	14,132.00
4		CUTTING & PATCHING	1	LS	6000.00	6000.00
5		BASKETBALL EQUIPMENT	1	LS	6000.00	6000.00
6		SITE FURNISHINGS	1	LS	1000.00	1000.00
7		ASPHALT PAVING REPAIR	1	LS	17,847.00	17,847.00
8		CONCRETE PAVING, FOOTINGS	1	LS	4000.00	4000.00
9		COURT SURFACING & MARKINGS	1	LS	8600.00	8600.00

NOTE: Specification and Plan sections listed for each bid item are provided for the convenience of the contractor. Contractor is responsible for all portions of the specifications and plans for this contract.


 TOTAL BID: 65,579.00

NAME OF BIDDER: JAYCOR CONSTRUCTION TECHNOLOGIES, INC
D/B/A ADNAK ELECTRIC

BID COMPARISON AND AWARD

If this Bid 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 Bid and the acceptance thereof shall be null and void, and the forfeiture of the security accompanying this Bid shall operate and the same shall be the property of the Owner.

Bids are required for the entire work shown in the Base Bid Schedule and for Additive Alternates. The amount of the bid for comparison purposes will be the Total Bid (Base Bid Schedule plus Additive Alternates).

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.

The quantities listed in the Bid 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. **The County may deem non-responsive any bids that contain any mathematical errors.**

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

Award of the Contract, if awarded, will be made to the lowest responsible bidder within seventy-five (75) calendar days from the date specified for the opening of bids.

PROHIBITED CONTRACTS CERTIFICATION

Section 67 of the San Diego County Administrative Code provides that the County shall not contract with, and shall reject any bid or bid 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, offeror certifies that the above provisions of Section 67 of the San Diego County Administrative 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.

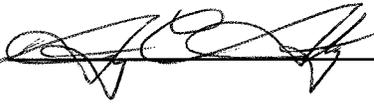
NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

(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) Greg C. Gentry being first duly sworn, deposes and says that he or she is (Title) President of (Company) _____ 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.
→ JACO CONSTRUCTION TECHNOLOGIES, INC DBA AORAK ELECTRIC

SIGNATURE OF BIDDER 

DATE 11/20/14

**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. BUSINESS TYPE

For-profit Non-profit Government
Attach proof of status for Non-profit.

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

Offeror represents as a part of this offer that the ownership, operation, and control of the business are:

3.1. Are you a small business with:
100 or fewer employees and average annual gross receipts of \$14 million or less or; a manufacturer with 100 or fewer employees? Yes No

3.2. Are you a local business with a physical address within the County of San Diego? Yes No

3.3. Are you certified by the State of California as a:
 Disabled Veteran Business Enterprise (DVBE)
Certification #: 174359
 Small Business Enterprise (SBE)
Certification #: 174359

See the State of California, Department of General Services website for details on "Certified Small Business" and "Certified DVBE" requirements.
<http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): 100 %

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 disclosed and included in the offer.

4.6. Offeror 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 or related to 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 the Offeror's 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 offer, 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: GARY C. GAWOY
Title: PRESIDENT
Company/Organization: JAYCOR CONSTRUCTION TECHNOLOGIES, INC. DBA NOVAX ELECTRICAL

Signature: [Signature]
Date: 11/20/14

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

DESIGNATION OF SUBCONTRACTORS

Set forth below is the completed Designation of Subcontractors form listing 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, and License Number 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 nonresponsive. 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".

[INTENTIONALLY LEFT BLANK]

BOND NO. BBSU

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we Jaycor Construction Technologies, Inc. dba ADDAX ELECTRIC

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 of total 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 11/20/14 for DATE

COLLIER PARK BASKETBALL COURT, ORACLE PROJECT NO. 1019116

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 judgment 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 NOV, A.D. 2014

Jaycor Construction Technologies, Inc. DBA ADDAX ELECTRIC (SEAL) Philadelphia Indemnity Insurance Company (SEAL)
[Signature] (SEAL) [Signature] (SEAL)
Principal (SEAL) Michael R. Strahan, Attorney-In-Fact (SEAL)

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF

COUNTY OF

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

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: MICHAEL R. STRAHAN AND JENNIFER PALMER OF KPS INSURANCE SERVICES, INC.

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.

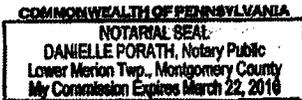
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7TH DAY OF FEBRUARY 2013.



(Seal)

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 Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

March 22, 2016

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 18th day of NOVEMBER, 2014



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

ACKNOWLEDGMENT

State of California
County of San Diego

On November 18th, 2014 before me, E.B. Strahan, Notary Public
(insert name and title of the officer)

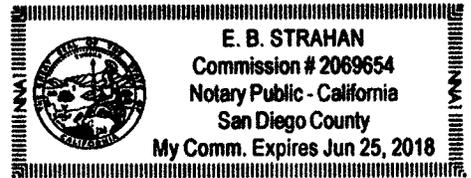
personally appeared Michael R. Strahan
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in
~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~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

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

WITNESS my hand and official seal.

Signature 

(Seal)



COUNTY OF SAN DIEGO
BIDDER/OFFEROR DVBE INFORMATION
 (DUE WITHIN TWO (2) DAYS OF BID OPENING)

DATE: _____ Bid/Offer No.: _____

PROJECT TITLE: COLLIER PARK BASKETBALL COURT Project/Activity No.: 1019116

BIDDER/OFFEROR: _____

BIDDER/OFFEROR REPRESENTATIVE: _____

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

COMPUTATION OF UTILIZATION AND COMPARISON WITH THE DVBE PARTICIPATION.

CALCULATION		
Disabled Veterans	$\frac{\text{Total Amount to DVBE}}{\text{Total Bid/Offer}} \times 100 = \text{Percent of Utilization}$	3% *See DVBE Participation information sections for further information.
	$\text{_____} \times 100 = \text{_____} \%$	

PART IIA

**DOCUMENTS TO BE EXECUTED AND SUBMITTED BY ALL
BIDDERS WHO FAIL TO MEET A DVBE GOAL 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 2-15) 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 2-15, but may supplement page 2-15).

COUNTY OF SAN DIEGO
DVBE "Good Faith Effort" Package

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

The DVBE Cover Sheet is to be attached for the required certified DVBE documentation of "Good Faith Effort" estimated by the County to be between \$500.00 and \$1 million.

Date: _____ Bid/Offer No.: _____

Project Title: COLLIER PARK BASETBALL COURT |

Project/Activity No.: 1019116

Bidder/Offeror: _____ *N/A*

Bidder/Offeror Representative: _____

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

COUNTY OF SAN DIEGO
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	Date of Contact (Mail, Fax, Telephone, etc.)	Responded (Yes/No)	
1. _____	<i>N/A</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2. _____		<input type="checkbox"/> Yes	<input type="checkbox"/> No
3. _____		<input type="checkbox"/> Yes	<input type="checkbox"/> No
4. _____		<input type="checkbox"/> Yes	<input type="checkbox"/> No
5. _____		<input type="checkbox"/> Yes	<input type="checkbox"/> No
6. _____		<input type="checkbox"/> Yes	<input type="checkbox"/> No
7. _____		<input type="checkbox"/> Yes	<input type="checkbox"/> No
8. _____		<input type="checkbox"/> Yes	<input type="checkbox"/> No
9. _____		<input type="checkbox"/> Yes	<input type="checkbox"/> No
10. _____		<input type="checkbox"/> Yes	<input type="checkbox"/> No
11. _____		<input type="checkbox"/> Yes	<input type="checkbox"/> No
12. _____		<input type="checkbox"/> Yes	<input type="checkbox"/> No
13. _____		<input type="checkbox"/> Yes	<input type="checkbox"/> No
14. _____		<input type="checkbox"/> Yes	<input type="checkbox"/> No
15. _____		<input type="checkbox"/> Yes	<input type="checkbox"/> No

B. **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



VISIONARY
Construction and Consulting, Inc.

508 West Mission Ave., Ste. 206
Escondido, CA 92025
Lic #977027 (A & B)

#4 [Signature]

SD CITY PURCH #14 NOV 20 PM0140

County of San Diego
Purchasing and Contracting Department
5560 Overland Avenue, Suite 270
San Diego, CA 92123

**“DO NOT OPEN WITH REGULAR MAIL,
THIS IS A SEALED BID FOR THE PROJECT LISTED BELOW”**

Project: Construction of Collier Park Basketball Court

RFB No.: 6677

Bid Date: Thursday, November 20, 2014

Bid Time: 2:00 PM

PART II

DOCUMENTS TO BE EXECUTED BY BIDDER

8/5/2014

2-1

PART 2 / RFB #6677

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
BID TO THE BOARD
FOR
CONSTRUCTION OF COLLIER PARK BASKETBALL COURT
ORACLE PROJECT NO. 1019116
BID NO.: 6677.

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 in the vicinity of Spring Valley, County of San Diego, State of California.

Said work is to be performed in accordance with the Contract and the Special Provisions annexed hereto and including Addenda Nos. 1, _____, and _____, and also in accordance with Vision 1 General Provisions, Sections 1 through 9 of the Standard Specifications of the State of California Department of Transportation, 2010 edition.

The work to be done is shown on plans entitled:

**COLLIER PARK BASKETBALL COURT
626 E. Ramona St., Ramona CA 92065**

By signing this bid 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 Bid 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 bid; 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 Bid 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:

COLLIER PARK BASKETBALL COURT

BID SCHEDULE

The Contractor is responsible to field verify all measurements prior to bid. The bid schedule is either a unit price or lump sum for every item and no additional compensation will be provided. It is the intent of this bid schedule to include ALL Work in all divisions and sections of this specification.

BASE BID

ITEM	SPEC	DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL
1		MOBILIZATION / DEMOBILIZATION	1	LS	\$11,015.00	\$11,015.00
2		STORMWATER	1	LS	\$110 \$1,650.00	\$1,650.00
3		DEMOLITION	1	LS	\$2,200.00	\$2,200.00
4		CUTTING & PATCHING	1	LS	\$1,550.00	\$1,550.00
5		BASKETBALL EQUIPMENT	1	LS	\$7,360.60	\$7,360.60
6		SITE FURNISHINGS	1	LS	\$9,000.00	\$9,000.00
7		ASPHALT PAVING REPAIR	1	LS	\$7,500.00	\$7,500.00
8		CONCRETE PAVING, FOOTINGS	1	LS	\$6,500.00	\$6,500.00
9		COURT SURFACING & MARKINGS	1	LS	\$10,260.00	\$10,260.00

NOTE: Specification and Plan sections listed for each bid item are provided for the convenience of the contractor. Contractor is responsible for all portions of the specifications and plans for this contract.

TOTAL BID: \$56,915.00

NAME OF BIDDER: Visionary Construction & Consulting Inc.

BID COMPARISON AND AWARD

If this Bid 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 Bid and the acceptance thereof shall be null and void, and the forfeiture of the security accompanying this Bid shall operate and the same shall be the property of the Owner.

Bids are required for the entire work shown in the Base Bid Schedule and for Additive Alternates. The amount of the bid for comparison purposes will be the Total Bid (Base Bid Schedule plus Additive Alternates).

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.

The quantities listed in the Bid 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. **The County may deem non-responsive any bids that contain any mathematical errors.**

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

Award of the Contract, if awarded, will be made to the lowest responsible bidder within seventy-five (75) calendar days from the date specified for the opening of bids.

PROHIBITED CONTRACTS CERTIFICATION

Section 67 of the San Diego County Administrative Code provides that the County shall not contract with, and shall reject any bid or bid 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, offeror certifies that the above provisions of Section 67 of the San Diego County Administrative 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) Lindsey Morris, being first duly sworn, deposes and says that he or she is (Title) President of (Company) Visionary Construction & Consulting 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 11/20/14

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. BUSINESS TYPE

For-profit Non-profit Government
Attach proof of status for Non-profit.

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

Offeror represents as a part of this offer that the ownership, operation, and control of the business are:

3.1. Are you a small business with:
100 or fewer employees and average annual gross receipts of \$14 million or less or; a manufacturer with 100 or fewer employees? Yes No

3.2. Are you a local business with a physical address within the County of San Diego? Yes No

3.3. Are you certified by the State of California as a:
 Disabled Veteran Business Enterprise (DVBE)
Certification #: _____
 Small Business Enterprise (SBE)
Certification #: 1745957

See the State of California, Department of General Services website for details on "Certified Small Business" and "Certified DVBE" requirements.
<http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): 100 %

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 disclosed and included in the offer.

4.6. Offeror 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 or related to 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 the Offeror's 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 offer, 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

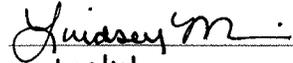
6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

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
Title: President
Company/Organization: Visionary Construction & Consulting Inc.

Signature: 
Date: 11/20/14

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

DESIGNATION OF SUBCONTRACTORS

Set forth below is the completed Designation of Subcontractors form listing 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, and License Number 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 nonresponsive. 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".

[INTENTIONALLY LEFT BLANK]

FOR: COLLIER PARK BASKETBALL COURT
Oracle Project No. 1019116

Accompanying this bid is bidder's bond

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

The names of all persons interested in the foregoing bid 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 9/30/16

I hereby certify, under penalty of perjury, that the foregoing bid 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. 209-206, Escondido, CA 92025

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

E-Mail address Lindsey@visionarycc.com

Dated November 20, 2014, at San Diego California.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

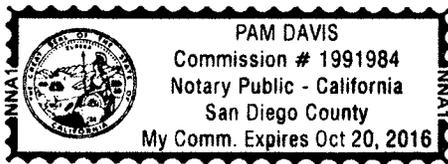
STATE OF CALIFORNIA

County of San Diego }

On November 10, 2014 before me, Pam Davis, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Anne Wright
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: _____

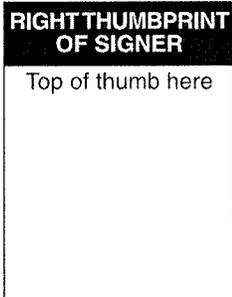
Document Date: _____ Number of Pages: _____

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: _____



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
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 18th day of August, 2014.

State of Illinois }
County of Peoria } SS



RLI Insurance Company
Contractors Bonding and Insurance Company

Roy C. Die Vice President

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 10th day of November, 2014

RLI Insurance Company
Contractors Bonding and Insurance Company

Roy C. Die Vice President

Jacqueline M. Bockler
Notary Public



COUNTY OF SAN DIEGO
BIDDER/OFFEROR DVBE INFORMATION
 (DUE WITHIN TWO (2) DAYS OF BID OPENING)

DATE: 11/20/14 Bid/Offer No.: 6677

PROJECT TITLE: COLLIER PARK BASKETBALL COURT Project/Activity No.: 1019116

BIDDER/OFFEROR: Visionary Construction & Consulting Inc.

BIDDER/OFFEROR REPRESENTATIVE: Lindsey Morris

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

COMPUTATION OF UTILIZATION AND COMPARISON WITH THE DVBE PARTICIPATION.

CALCULATION		
Disabled Veterans	$\frac{\text{Total Amount to DVBE}}{\text{Total Bid/Offer}} \times 100 = \text{Percent of Utilization}$	3%
	$\text{_____} \times 100 = \text{_____}\%$	*See DVBE Participation information sections for further information.

PART IIA

**DOCUMENTS TO BE EXECUTED AND SUBMITTED BY ALL
BIDDERS WHO FAIL TO MEET A DVBE GOAL 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 2-15) 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 2-15, but may supplement page 2-15).

COUNTY OF SAN DIEGO
DVBE "Good Faith Effort" Package

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

The DVBE Cover Sheet is to be attached for the required certified DVBE documentation of "Good Faith Effort" estimated by the County to be between \$500.00 and \$1 million.

Date: 11/20/14 Bid/Offer No.: 6677

Project Title: COLLIER PARK BASETBALL COURT

Project/Activity No.: 1019116

Bidder/Offeror: Visionary Construction & Consulting Inc.

Bidder/Offeror Representative: Lindsey Morris

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

COUNTY OF SAN DIEGO
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	Date of Contact (Mail, Fax, Telephone, etc.)	Responded (Yes/No)	
1. <u>N/A</u>		<input type="checkbox"/> Yes	<input type="checkbox"/> No
2.		<input type="checkbox"/> Yes	<input type="checkbox"/> No
3.		<input type="checkbox"/> Yes	<input type="checkbox"/> No
4.		<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.		<input type="checkbox"/> Yes	<input type="checkbox"/> No
6.		<input type="checkbox"/> Yes	<input type="checkbox"/> No
7.		<input type="checkbox"/> Yes	<input type="checkbox"/> No
8.		<input type="checkbox"/> Yes	<input type="checkbox"/> No
9.		<input type="checkbox"/> Yes	<input type="checkbox"/> No
10.		<input type="checkbox"/> Yes	<input type="checkbox"/> No
11.		<input type="checkbox"/> Yes	<input type="checkbox"/> No
12.		<input type="checkbox"/> Yes	<input type="checkbox"/> No
13.		<input type="checkbox"/> Yes	<input type="checkbox"/> No
14.		<input type="checkbox"/> Yes	<input type="checkbox"/> No
15.		<input type="checkbox"/> Yes	<input type="checkbox"/> No

B. 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.

