



# STAFF REPORT

DATE: AUGUST 21, 2012  
 TO: HONORABLE MAYOR AND CITY COUNCIL  
 FROM: ROD FOSTER, CITY MANAGER  
 PREPARED BY: AMER JAKHER, P.E., PUBLIC WORKS DIRECTOR *AJ*  
 SUBJECT: CONSTRUCTION CONTRACT AWARD FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS

## RECOMMENDED ACTION

It is recommended that the City Council:

1. Authorize the award of a construction contract for the CDBG #104-37305-3654 "C" Street Underpass Landscaping Project to TSR Construction and Inspection Inc. as the lowest responsive and responsible bidder in the amount of \$117,000.
2. Authorize the award of a construction contract for the CDBG #104-37205/3655 Mt. Vernon Avenue Crosswalk Signal Project to Steiny and Company, Inc. as the lowest responsive and responsible bidder in the amount of \$171,800.
3. Authorize and approve Resolution No. R-61-12 to transfer the savings from CDBG #104-37105/3625 Mt. Vernon Ave Pavement Rehabilitation Project in the amount of \$94,703.19 to CDBG #104-37305-3654 "C" Street Landscaping Project and CDBG #104-37205/3655 Mt. Vernon Avenue Crosswalk Signal Project.

## GOAL STATEMENT

The proposed action will support the City's goal to improve traffic circulation and pedestrian safety and beautify public right of way.

## BACKGROUND

On March 1, 2011, Council adopted Resolution No. R-22-11, approving the final prioritized list of CDBG projects for FY 2011-2012 which included the CDBG #104-37105/3625 Mt. Vernon Ave Pavement Rehabilitation Project. On October 4, 2011, Council approved an amendment to the consolidated plan for the City of Colton's Community Development Block Grant Funds which included CDBG #104-37305-3654 "C" Street Landscaping Project and CDBG Mt. Vernon Avenue Crosswalk Signal Project. Engineer's Estimate and Project budget for both projects were \$108,055 and \$110,000 respectively.

## ISSUES/ANALYSIS

In accordance with Colton Municipal Code (CMC) Section 3.08.110, Ordinance 0-12-03, staff solicited and received bids for the both Projects. The bids received are as follows:

CDBG 104-37305-3654 "C" Street Underpass Landscaping Project:

1. TSR Construction and Inspection	\$117,000
2. Nature Tech Landscaping, Inc.	\$174,000
3. Marina Landscape, Inc.	\$196,700

CDBG #104-37205/3655 Mt. Vernon Avenue Crosswalk Signal Project:

1. Steiny and Company, Inc.	\$171,800
2. PTM General Engineering	\$172,345
3. FlatIron Electric Group, Inc.	\$174,738
4. TSR Construction and Inspection	\$178,400
5. DBX, Inc.	\$184,973

Both, the "C" Street Landscaping Project and the Mt. Vernon Avenue Crosswalk Project bids came in over the engineer's estimate. To proceed with construction, staff requires an increase in the project budget of \$94,703.19. These funds, if allocated, are available in the savings from a prior CDBG project, the Mt. Vernon Avenue Pavement Rehabilitation Project. The total project budget was \$216,064. Construction and administration for this project came in at \$109,691 with a savings of \$106,373. Staff requests that savings from that project be transferred to fund CDBG projects, "C" Street Landscaping Project and CDBG Mt. Vernon Avenue Crosswalk Project. If approved, the allocations would be: 1) increase the "C" Street Landscaping project by \$23,097.46 and 2) increase the Mt. Vernon Avenue Crosswalk Signal Project by \$71,605.73. Any funds remaining will be used for in-house project management.

On the C Street Underpass Landscaping Project bid process, a letter of protest (Exhibit C) was received from Nature Tech Landscaping Inc. on July 25, 2012. The City initially responded in brief to the protest based on the conclusions of the City Attorney, and indicated that the bid protest was received after the protest deadline and was additionally without merit in its substance notwithstanding the lateness of the protest. Because Nature Tech Landscaping Inc. challenged the City's conclusions, the City again responded to the protest through the City Attorney via letter dated August 9, 2012 (Exhibit D).

Staff has evaluated and reviewed each submitted bid. If funding is approved, staff recommends award of a construction contract to the lowest responsive bidder, TSR Construction and Inspection Inc, in the amount of \$117,000 for the CDBG "C" Street Underpass Landscaping Project and to Steiny and Company, Inc. in the amount of \$171,800 for CDBG #104-37205/3655 Mt. Vernon Avenue Crosswalk Signal Project.

**FISCAL IMPACTS**

Funds for construction of these projects are available in CDBG account 215-1205-6920-3890 for CDBG 104-37305-3654 "C" Street Underpass Landscaping Project and 215-1206-6920-3890 for the CDBG #104-37205/3655 Mt. Vernon Avenue Crosswalk Signal Project. The additional

funds required to fund the entire projects will be from savings in CDBG account 215-1201-6920-3890, CDBG #104-37105/3625 Mt. Vernon Ave Pavement Rehabilitation Project. These funds are 100% reimbursable through the County of San Bernardino Department of Housing and Development.

## **ENVIRONMENTAL IMPACTS**

Staff recommends that the CDBG "C" Street Landscaping Project and CDBG #104-37205/3655 Mt. Vernon Avenue Crosswalk Signal Project, be determined Categorically Exempt under California Environmental Quality Act (CEQA) Guidelines Section 15301(c). A Notice of Exemption will be filed with the County Clerk should Council take the actions recommended by the Staff.

## **ALTERNATIVES**

1. Provide alternative direction to staff.

## **ATTACHMENTS**

1. Exhibit A – Contract CDBG #104-37305-3654 "C" Street Landscaping Project.
2. Exhibit B – Contract CDBG #104-37205/3655 Mt. Vernon Ave. Crosswalk Signal Project
3. Exhibit C – Letter of Protest from Nature Tech Landscaping Inc.
4. Exhibit D – City Response to Nature Tech Landscaping Inc. Protest Letter (City Attorney)
5. Exhibit E – Resolution – Redirecting project funds

## **Exhibit A**

Contract CDBG #104-37305-3654 "C" Street Landscaping  
Project

## CONTRACT

THIS CONTRACT is made this \_\_\_\_\_ day of August, 2012, in the County of San Bernardino, State of California, by and between the City of Colton, hereinafter called City, and TSR Construction and Inspection, hereinafter called Contractor. The City and the Contractor for the considerations stated herein agree as follows:

**ARTICLE 1. SCOPE OF WORK.** The Contractor shall perform all Work within the time stipulated the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

### **COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) C STREET UNDERPASS LANDSCAPING PROJECT**

The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

**ARTICLE 2. TIME FOR COMPLETION.** The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **SIXTY (60)** calendar days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

**ARTICLE 3. CONTRACT PRICE.** The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of One Hundred Eight Thousand Four Hundred and Eighty Four Dollars (\$108,484.00). Payment shall be made as set forth in the General Conditions.

**ARTICLE 4. LIQUIDATED DAMAGES.** In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of **\$500.00** for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

**ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.** The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Contractor's Bid Forms
- Contractor's Certificate Regarding Workers' Compensation
- Bid Bond
- Designation of Subcontractors

CONTRACT

Information Required of Bidders  
Non-Collusion Affidavit form  
Contract  
Performance Bond  
Payment (Labor and Materials) Bond  
General Conditions  
Technical Specifications  
Greenbook Standard Specifications (Sections 1-9 Excluded)  
Addenda  
Plans and Contract Drawings  
Any other documents contained in or incorporated into the Contract

The Contactor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

**ARTICLE 6. PROVISIONS REQUIRED BY LAW.** Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Project.

**ARTICLE 7. INDEMNIFICATION.** Contractor shall provide indemnification as set forth in the General Conditions.

**ARTICLE 8. PREVAILING WAGES.** Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at Public Works Department or may be obtained online at <http://www.dir.ca.gov/dlsr>. and which must be posted at the job site. If the Work involves federal funds or otherwise requires compliance with the Davis-Bacon Fair Labor Standards Act, the Contractor and all its subcontractors shall comply with the higher of the state or federal prevailing wage rates.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

**CITY OF COLTON**

**By:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**Attest:**

\_\_\_\_\_  
City Clerk

**Recommended By:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**CONTRACTOR**

**By:**

\_\_\_\_\_  
Signature

GABRIEL ZAPIRTAN  
\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

881123  
\_\_\_\_\_  
License Number

BID FORM

NAME OF BIDDER: TSR CONSTRUCTION AND INSPECTION

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) C  
STREET UNDERPASS LANDSCAPING PROJECT**

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project for the following TOTAL BID PRICE:

BASE BID	BASE BID PRICE (IN WRITTEN FORM)	BID PRICE (IN NUMBERS)
TOTAL BID PRICE	One Hundred Seven teen Thousand Dollars	\$ 117,000

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

**26. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES**

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents.

**27. EXECUTION OF CONTRACT**

As required herein the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. The City may require appropriate evidence that the persons executing the Contract are duly empowered to do so.

**END OF INSTRUCTIONS TO BIDDERS**

**BID SCHEDULE**  
**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) C STREET**  
**UNDERPASS LANDSCAPING PROJECT**

*TIME OF COMPLETION : 60 CALENDAR DAYS*

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNT COST	EXTENDED AMOUNT
1	MOBILIZATION	1	LS	4,000	4,000
2	TRAFFIC CONTROL	1	LS	3,000	3,000.
3	DEMOLITION AND REMOVALS	1	LS	13,000	13,000
4	CONCRETE WORK	1	LS	50,000	50,000
5	IRRIGATION	1	LS	30,000	30,000
6	LANDSCAPING/PLANTING	1	LS	17,000	17,000.

**TOTAL BASE BID AMOUNT(1 TO 6) =**

OPTIONAL BID ITEM

1	PAINT TRAIN TESTLE (OPTIONAL)	1	LS	31,000	31,000
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\$ 117,000

Total Bid Price in Numbers (1 TO 6)

One Hundred Seventeen Thousand Dollars

Total Bid Price in Written Form

In case of discrepancy between the unit price and the item cost set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit

price. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the unit price.

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

The undersigned agrees that this Bid Form constitutes a firm offer to the City which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the Work is fully executed by the City and a third party, whichever is earlier.

The Contract duration shall commence on the date stated in the City's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents. In no case shall the Contractor commence construction prior to the date stated in the City's Notice to Proceed.

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors, License No. 981123, Expiration Date 1/31/14, class of license A, B. If the bidder is a joint venture, each member of the joint venture must include the above information.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents.

1. Addenda No. 1, 2, 3 thru 4
2. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.
3. Attached is the fully executed Non-Collusion Affidavit form.
4. Attached is the completed Designation of Subcontractors form.
5. Attached is the completed Bidder Information Form.
6. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.
7. Bidder acknowledges and understands that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder TSR CONSTRUCTION AND INSPECTION

BID SCHEDULE

Signature 

Name and Title GABRIEL ZAPIRTAN / PRESIDENT


Dated 7/02/12

*[Faint, illegible text and a circular stamp or seal are visible in the center of the page.]*

**CONTRACTOR'S CERTIFICATE REGARDING  
WORKERS' COMPENSATION**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder TSR CONSTRUCTION AND INSPECTION

Signature 

Name GABRIEL ZAPIRTAN

Title PRESIDENT

Dated 7/02/12

**DESIGNATION OF SUBCONTRACTORS**

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater if the work involves streets or highways, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Portion of the Work	Subcontractor	Location of Business	% of the Work

*N/A*

**DESIGNATION OF SUBCONTRACTORS**

Portion of the Work	Subcontractor	Location of Business	% of the Work

N/A

Name of Bidder TSR CONSTRUCTION AND INSPECTION

Signature

Name and Title GABRIEL Z. / PRESIDENT

Dated 7/07/12

DESIGNATION OF SUBCONTRACTORS

INFORMATION REQUIRED OF BIDDERS

A. INFORMATION ABOUT BIDDER

[\*\*Indicate not applicable ("N/A") where appropriate.\*\*]

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

- 1.0 Name of Bidder: ISR CONSTRUCTION AND INSPECTION
- 2.0 Type, if Entity: CORPORATION
- 3.0 Bidder Address: 8264 AVENIDA LEON  
RANCHO CUCAMONGA, CA 91730
- Facsimile Number: 909 987 7519
- Telephone Number: 909 331 2249
- 4.0 How many years has Bidder's organization been in business as a Contractor? 6
- 5.0 How many years has Bidder's organization been in business under its present name? 6
- 5.1 Under what other or former names has Bidder's organization operated?: N/A
- 6.0 If Bidder's organization is a corporation, answer the following:
  - 6.1 Date of Incorporation: 10/06/2006
  - 6.2 State of Incorporation: CA
  - 6.3 President's Name: \_\_\_\_\_
  - 6.4 Vice-President's Name(s): \_\_\_\_\_
  - 6.5 Secretary's Name: \_\_\_\_\_
  - 6.6 Treasurer's Name: \_\_\_\_\_

GABRIEL  
BARIATAN

INFORMATION REQUIRED OF BIDDERS

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: N/A

7.2 Name and address of all partners (state whether general or limited partnership):

N/A

N/A

N/A

8.0 If other than a corporation or partnership, describe organization and name principals:

N/A

N/A

9.0 List other states in which Bidder's organization is legally qualified to do business.

N/A

N/A

10.0 What type of work does the Bidder normally perform with its own forces?

CONCRETE, DEMO, LANDSCAPE, IRRIGATION  
TR. CONTROL, ETC.

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

NO

-

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

NO

-

14.0 List Trade References:

ALLIANCE WELDING

HOLLIDAY ROCK

ROBERTSON'S

UNITED RENTALS

15.0 List Bank References (Bank and Branch Address):

BANK OF AMERICA

9717 FOOTHILL BLVD

RANCHO CUCAMONGA

16.0 Name of Bonding Company and Name and Address of Agent:

THE INSCO DICO GROUP - BONDING CO

CONTRACTORS BROKERAGE SERVICES - AGENT

TONY CLARK (916) 368 4747 #305



**C. LIST OF COMPLETED PROJECTS - LAST THREE YEARS**

[\*\*Duplicate Page if needed for listing additional completed projects.\*\*]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project Client	Description of Bidder's Work	Period of Performance	Cost of Bidder's Work	Contact Name & Phone
CITY OF COLTON	CONCRETE LANDSC. TR. SIGNAL	5/12	\$ 140,000	AFTAB. H
CITY OF UPLAND	R.B.R. SDW. C&B,	4/12	\$ 95,000	ENAYAT K. 909 291 2961
S.B. COUNTY	S.B. COUNTY R&A SITE IMPR.	3/12	\$ 1,35,000	LEVI OVEGON 404 387 5000
CITY OF CORONA	PATH OF TRAVEL	3/11	\$ 120,000	STEVE LAWSON 951 404 3040

**D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE**

**Personnel:**

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

GABRIEL Z

LUIS F. HERNANDEZ

2. Summarize each person's specialized education:

UNIVERSITY

HIGH SCHOOL

3. List each person's years of construction experience relevant to the project:

15

22

4. Summarize such experience:

VARIOUS CONSTRUCTION PROJECTS

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.

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**Additional Bidder's Statements:**

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**E. VERIFICATION AND EXECUTION**

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder TSA CONSTRUCTION AND INSPECTION

Signature 

Name GABRIEL ZAPIATAN

Title PRESIDENT

Dated 7/07/12

NON-COLLUSION AFFIDAVIT

I, GABRIEL ZAPIRTAN, being first duly sworn, deposes and says that he is PRESIDENT of TSR CONSTR. AND INS. the party making the attached bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Bidder TSR CONSTRUCTION AND INSPECTION

Signature 

Name GABRIEL ZAPIRTAN

Title PRESIDENT

Dated 7/07/12

**BID BOND**

The makers of this bond are, T S R Construction and Inspection, as Principal, and Developers Surety and Indemnity Company, as Surety and are held and firmly bound unto the City of Colton, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to CITY 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, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated July 3rd, 20 12, for **COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) C STREET UNDERPASS LANDSCAPING PROJECT.**

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the City as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 21st day of June, 20 12, the name and corporate seal of each corporation.

(Corporate Seal)

T S R Construction and Inspection  
Principal

By [Signature]

Title Gabriel Zapirtan, President

(Corporate Seal)

Developers Surety and Indemnity Company

Surety

By [Signature]

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title Anthony Clark

**BID BOND**

**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:

\*\*\*Matt Foster, William Rapp, Anthony Clark, Lori Cooknick, jointly or severally\*\*\*

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

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

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

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

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 1st, 2008.

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

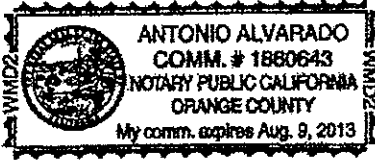
By: *Stephen T. Pate*  
Stephen T. Pate, Senior Vice-President



State of California  
County of Orange

On January 31, 2011 before me, Antonio Alvarado, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Stephen T. Pate  
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 20th day of June, 2012.

By: *Gregg Okun*  
Gregg Okun, Assistant Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF CALIFORNIA

County of Sacramento }

On 6/21/12 before me, Eugene Yuriy Kozlov - Notary Public  
Date Here Insert Name and Title of the Officer

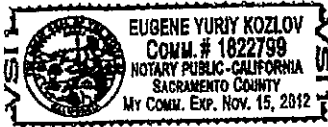
personally appeared Tony Clark  
Name(s) of Signer(s)

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 [Handwritten Signature]  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

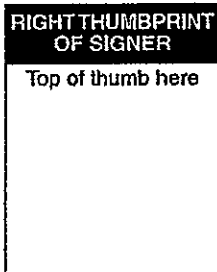
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

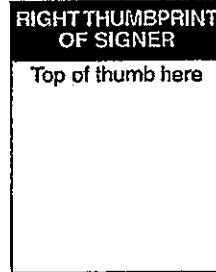
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_




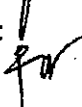
Signer Is Representing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signer's Name: \_\_\_\_\_

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



Signer Is Representing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE:  June 27, 2012  
FROM:  Amer Jakher, P.E.  
CITY ENGINEER  
TO: ALL PLAN HOLDERS

**ADDENDUM I  
PUBLIC WORKS DEPARTMENT  
COMMUNITY DEVELOPMENT BLCOK GRANT (CDBG) "C" STREET  
UNDERPASS LANDSCAPING PROJECT  
EFFECTIVE JUNE 27, 2012**

As of June 27, 2012, the following amendment shall be incorporated into the existing Contract Documents and Specifications for the *COMMUNITY DEVELOPMET BLOCK GRANT (CDBG) "C" STREET UNDERPASS LANDSCAPING PROJECT*

- Bid opening date shall be extended to Thursday July 12, 2012 3:00 PM.


If you have any questions, please contact Victor Ortiz (email: [vortiz@ci.colton.ca.us](mailto:vortiz@ci.colton.ca.us)) Aftab Hussain (email: [ahussain@ci.colton.ca.us](mailto:ahussain@ci.colton.ca.us)), Public Works Department @ (909) 370-5065, FAX (909) 370-5072.

Thank you.


End of Addendum !

**A SIGNED COPY OF THIS ADDENDUM MUST BE INCLUDED IN YOUR BID PROPOSAL**

**BID SET**

  
\_\_\_\_\_  
Contractor's Signature of Acknowledgment

DATE: July 9, 2012

FROM:  Amer Jakher, P.E.  
CITY ENGINEER

TO: ALL PLAN HOLDERS

**ADDENDUM II  
PUBLIC WORKS DEPARTMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) "C" STREET  
UNDERPASS LANDSCAPING PROJECT  
EFFECTIVE JULY 9, 2012**

As of July 9, 2012, the following amendment shall be incorporated into the existing Contract Documents and Specifications for the *COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) "C" STREET UNDERPASS LANDSCAPING PROJECT*

- Bid opening date shall be extended to Thursday, July 19, 2012, 3:00 PM.

If you have any questions, please contact Victor Ortiz (email: [vortiz@ci.colton.ca.us](mailto:vortiz@ci.colton.ca.us)) Aftab Hussain (email: [ahussain@ci.colton.ca.us](mailto:ahussain@ci.colton.ca.us)), Public Works Department @ (909) 370-5065, FAX (909) 370-5072.

Thank you.


End of Addendum II

A SIGNED COPY OF THIS ADDENDUM MUST BE INCLUDED IN YOUR BID PROPOSAL

**BID SET**



Contractor's Signature of Acknowledgment

DATE: July 12, 2012  
FROM:  Amer Jakher, P.E.  
CITY ENGINEER  
TO: ALL PLAN HOLDERS

**ADDENDUM III  
PUBLIC WORKS DEPARTMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) "C" STREET  
UNDERPASS LANDSCAPING PROJECT  
EFFECTIVE JULY 12, 2012**

As of July 12, 2012, the following amendment shall be incorporated into the existing Contract Documents and Specifications for the *COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) "C" STREET UNDERPASS LANDSCAPING PROJECT*

- Bid Schedule of General Specification Page 13 shall be replaced with REV-1 Page 13
- Construction Plan, No. 1280-1 Sheet, No. 2,3, 5,6,8 and 9 shall be replaced with revised sheets dated 7/9/12. Revisions made to the Construction Plans are: reduced stamped concrete area, deleted concrete band, plant material sizes and quantities were reduced, modification to irrigation system and accent boulders were deleted.

If you have any questions, please contact Victor Ortiz (email: [vortiz@ci.colton.ca.us](mailto:vortiz@ci.colton.ca.us)) Aftab Hussain (email: [ahussain@ci.colton.ca.us](mailto:ahussain@ci.colton.ca.us)), Public Works Department @ (909) 370-5065, FAX (909) 370-5072.

Thank you.

End of Addendum III

**A SIGNED COPY OF THIS ADDENDUM MUST BE INCLUDED IN YOUR BID PROPOSAL**

**BID SET**



Contractor's Signature of Acknowledgment

DATE: July 17, 2012  
FROM: *NA* Amer Jakher, P.E.  
*JA* CITY ENGINEER  
TO: ALL PLAN HOLDERS

**ADDENDUM IV  
PUBLIC WORKS DEPARTMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) "C" STREET  
UNDERPASS LANDSCAPING PROJECT  
EFFECTIVE JULY 17, 2012**

As of July 17, 2012, the following amendment shall be incorporated into the existing Contract Documents and Specifications for the *COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) "C" STREET UNDERPASS LANDSCAPING PROJECT*

*Below are the question from contractors and answers from City of Colton.*

- Question 1. Callout #6 on sheet 2 or LC-1 points to existing concrete sidewalk but Construction Legend #6 is for removal of palms. Please clarify.  
Answer- Callouts #6 pointing to existing concrete sidewalk should be labeled callout #7 (Existing Concrete Walk, PIP).
- Question 2. Addendum #3, the last sentence of the second bullet paragraph shows accent boulder were deleted but sheets 2 and 3 or LC-1 and LC-2 still show the accent boulders (also see callout #8). Please clarify.  
Answer – Accent Boulders shall be eliminated from project scope of work.
- Question 3. There are letters E in parentheses (E) in sheets 8 and 9. Does it mean EXISTING?  
Answer - Yes.
- Question 4. Irrigation legends show the controller is new, but specification Item A, under section 2.07, page TP-10 show to reuse of existing controller. Please clarify.  
Answer - Controller is new as listed on sheet legends and Spec Section 02441; Page 6; Part 2 Materials; 2.07A Controller: Rainbird ESP12LXME.
- Question 5. Irrigation legends show lateral line as pvc sch 40 but specification item 5, under B of 3.03, page TP-12 shows lateral line as minimum CLASS 200 PVC. Please clarify.  
Answer - Only Non-pressure lines shall be a minimum Class 200 PVC. Pressurized lateral lines 1-1/2" in diameter and smaller shall be minimum schedule 40 PVC as stated in Spec Section 02441/3.03/B/4. Page 8. And as stated in Irrigation Legends.

- Question 6. Since there are no grading plans, what is the slope factors (1:1, 2:1, 3:1 or 4:1) for planting areas & stamped cobble decorative concrete paving?

Answer – There is no specified slope factor. The existing slope shall be maintained for planting and stamp concrete.

- Question 7. Please provide the duration for Maintenance & Plant Establishment period? The Planting & Irrigation specifications do not show this.

Answer - The Maintenance and Plant Establishment period shall be sixty (60) days upon project completion and acceptance.

- Question 8. Please confirm that this project requires Goals and Timetables for Minority (19%)and Female participation (6.9%).

Answer - No DBE is required on this project.

If you have any questions, please contact Victor Ortiz (email:vortiz@ci.colton.ca.us) Aftab Hussain (email: ahussain@ci.colton.ca.us), Public Works Department @ (909) 370-5065, FAX (909) 370-5072.

Thank you.

End of Addendum IV

**A SIGNED COPY OF THIS ADDENDUM MUST BE INCLUDED IN YOUR BID PROPOSAL**

**BID SET**



Contractor's Signature of Acknowledgment

## **Exhibit B**

Contract CDBG #104-37205/3655 Mt. Vernon Avenue  
Crosswalk Signal Project

## CONTRACT

THIS CONTRACT is made this \_\_\_\_ day of August, 2012, in the County of San Bernardino, State of California, by and between the City of Colton, hereinafter called City, and Steiny and Company, Inc., hereinafter called Contractor. The City and the Contractor for the considerations stated herein agree as follows:

**ARTICLE 1. SCOPE OF WORK.** The Contractor shall perform all Work within the time stipulated the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

### **COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) MOUNT VERNON AVE CROSSWALK SIGNAL PROJECT**

The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

**ARTICLE 2. TIME FOR COMPLETION.** The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **SIXTY (60)** calendar days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

**ARTICLE 3. CONTRACT PRICE.** The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of One Hundred Eight Thousand Four Hundred and Eighty Four Dollars (\$108,484.00). Payment shall be made as set forth in the General Conditions.

**ARTICLE 4. LIQUIDATED DAMAGES.** In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of **\$500.00** for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

**ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.** The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Contractor's Bid Forms
- Contractor's Certificate Regarding Workers' Compensation
- Bid Bond
- Designation of Subcontractors

CONTRACT

Information Required of Bidders  
Non-Collusion Affidavit form  
Contract  
Performance Bond  
Payment (Labor and Materials) Bond  
General Conditions  
Special Provisions (or Special Conditions)  
-DBE Requirements  
Technical Specifications  
Greenbook Standard Specifications (Sections 1-9 Excluded)  
Addenda  
Plans and Contract Drawings  
Approved and fully executed change orders  
Any other documents contained in or incorporated into the Contract

The Contactor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

**ARTICLE 6. PROVISIONS REQUIRED BY LAW.** Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Project.

**ARTICLE 7. INDEMNIFICATION.** Contractor shall provide indemnification as set forth in the General Conditions.

**ARTICLE 8. PREVAILING WAGES.** Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at Public Works and Utility Services Department or may be obtained online at <http://www.dir.ca.gov/dlsr>. and which must be posted at the job site. If the Work involves federal funds or otherwise requires compliance with the Davis-Bacon Fair Labor Standards Act, the Contractor and all its subcontractors shall comply with the higher of the state or federal prevailing wage rates.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

**CITY OF COLTON**

**By:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**Attest:**

\_\_\_\_\_  
City Clerk

**Recommended By:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**CONTRACTOR**

**By:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
License Number

**BID FORM**

**NAME OF BIDDER:** Steiny and Company, Inc.

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
MOUNT VERNON AVE CROSSWALK SIGNAL PROJECT**

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project for the following TOTAL BID PRICE:

BASE BID	BASE BID PRICE (IN WRITTEN FORM)	BID PRICE (IN NUMBERS)
TOTAL BID PRICE	<del>172,000</del> 171,800- ONE THOUSAND SEVEN HUNDRED One hundred seventy <del>two</del> thousand <del>two</del> hundred dollars and zero cents	<del>172,000</del> 171,800 -

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

**BID SCHEDULE**  
**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) MOUNT VERNON**  
**AVE CROSSWALK SIGNAL PROJECT**

*TIME OF COMPLETION : 60 CALENDAR DAYS*

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT COST	EXTENDED AMOUNT
1	MOBILIZATION	1	LS	2565.-	2565.-
2	TRAFFIC CONTROL	1	LS	3016.-	3016.-
3	INSTALL TRAFFIC SIGNAL	1	LS	<del>122,442.-</del> 122,539	<del>122,442.-</del> 122,539
4	TRAFFIC SIGNS, LEGENDS, MARKINGS & STRIPINGS	1	LS	<del>11,618.-</del> 12,515.-	<del>11,618.-</del> 12,515.-
5	CONCRETE and ASPHALT WORKS	1	LS	21,360.-	21,360.-
6	DEMOLITION AND REMOVAL	1	LS	10,702.-	10,702.-

TOTAL BASE BID AMOUNT =

TOTAL BID PRICE (1 TO 6):

~~172,600.-~~    171,800.-

---

Total Bid Price in Numbers

One hundred seventy <sup>ONE</sup> ~~two~~ thousand <sup>EIGHT</sup> ~~six~~ hundred dollars and zero cents

---

Total Bid Price in Written Form

In case of discrepancy between the unit price and the item cost set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit

BID SCHEDULE

price. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the unit price.  
In case of discrepancy between the written price and the numerical price, the written price shall prevail.

The undersigned agrees that this Bid Form constitutes a firm offer to the City which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the Work is fully executed by the City and a third party, whichever is earlier.

The Contract duration shall commence on the date stated in the City's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents. In no case shall the Contractor commence construction prior to the date stated in the City's Notice to Proceed.

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors, License No. 161273, Expiration Date 5/31/13 class of license A, B, C, 7, C10. If the bidder is a joint venture, each member of the joint venture must include the above information.

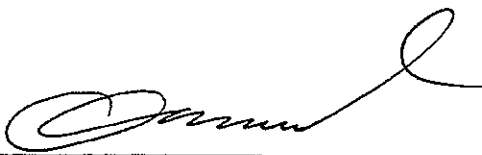
The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents.

1. Addenda No. 1 thru 3
2. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.
3. Attached is the fully executed Non-Collusion Affidavit form.
4. Attached is the completed Designation of Subcontractors form.
5. Attached is the completed Bidder Information Form.
6. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.
7. Bidder acknowledges and understands that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder Steiny and Company, Inc.

**BID SCHEDULE**

Signature 


Name and Title Vincent P. Mauch, CFO

Dated 05/23/12

**CONTRACTOR'S CERTIFICATE REGARDING  
WORKERS' COMPENSATION**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder Steiny and Company, Inc.

Signature 

Name Vincent P. Mauch

Title CFO

Dated 05/23/12

**DESIGNATION OF SUBCONTRACTORS**

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater if the work involves streets or highways, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Portion of the Work	Subcontractor	Location of Business	% of the Work
Roadwork	EBS	Corona CA	15% +/-
Striping & Signing	<del>JP Stripes</del> J S S	<del>San Joaquin CA</del> DUNBAR, CA	6% +/-
Loops	Smithson Electric	Orange CA	1% +/-

**DESIGNATION OF SUBCONTRACTORS**



## INFORMATION REQUIRED OF BIDDERS

### A. INFORMATION ABOUT BIDDER

[\*\*Indicate not applicable ("N/A") where appropriate.\*\*]

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

- 1.0 Name of Bidder: Steiny and Company, Inc.
- 2.0 Type, if Entity: Corporation
- 3.0 Bidder Address: 12907 E. Garvey Avenue  
Baldwin Park, CA 91706
- 
- 626-338-8343 626-338-9923  
Facsimile Number Telephone Number
- 4.0 How many years has Bidder's organization been in business as a Contractor?  
55 years
- 5.0 How many years has Bidder's organization been in business under its present name? 55 years
- 5.1 Under what other or former names has Bidder's organization operated?: N/A
- 6.0 If Bidder's organization is a corporation, answer the following:
- 6.1 Date of Incorporation: 5/8/56
- 6.2 State of Incorporation: California
- 6.3 President's Name: Susan Steiny
- 6.4 Vice-President's Name(s): Willie B Hadley, Wzltter E. Johansen III  
Vincent P. Mauch, CFO
- 6.5 Secretary's Name: Gayle C. Kappelman
- 6.6 Treasurer's Name: Susan Steiny

## INFORMATION REQUIRED OF BIDDERS

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: N/A

7.2 Name and address of all partners (state whether general or limited partnership):

N/A

8.0 If other than a corporation or partnership, describe organization and name principals:

N/A

9.0 List other states in which Bidder's organization is legally qualified to do business.

N/A

10.0 What type of work does the Bidder normally perform with its own forces?

Electrical, Traffic Signal, Street Lighting

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

No

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

No

**INFORMATION REQUIRED OF BIDDERS**

14.0 List Trade References:

See Attached

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15.0 List Bank References (Bank and Branch Address):

See Attached

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16.0 Name of Bonding Company and Name and Address of Agent:

Safeco Insurance Company of America, a Liberty Mutual Company  
330 N. Brand Blvd., Suite 1000, Glendale, CA 91203  
Mike Parizino, (949) 608-6381

---



STEINY AND COMPANY, INC.

**-CREDIT APPLICATION INFORMATION**

**FIRM NAME:** STEINY AND COMPANY, INC.  
**ADDRESS:** 12907 EAST GARVEY AVENUE  
BALDWIN PARK, CA 91706

**TELEPHONE:** 626-962-1055  
**FAX:** 626-337-6899

**CONTRACTORS LICENSE:** C10-161273      **FEDERAL ID NO.:** 95-1889828

**INCORPORATED:** MAY, 1956 – CALIFORNIA

**BUSINESS:** ELECTRICAL CONTRACTOR

**BONDING COMPANY:** SAFECO INSURANCE COMPANY OF AMERICA, A LIBERTY MUTUAL CO.  
330 N. BRAND BLVD., SUITE #1000  
GLENDALE, CA 91203  
818-956-4257

**OFFICERS:** CHAIRMAN OF THE BOARD      J.O. STEINY  
PRESIDENT      SUSAN STEINY  
CHIEF FINANCIAL OFFICER      VINCENT MAUCH

**BANKING INFORMATION:** CALIFORNIA BANK & TRUST CO.  
EAST BAY CORP. BANKING OFFICE  
300 LAKESIDE DRIVE 8<sup>TH</sup> FLR.  
OAKLAND, CA 94612  
510-627-7962  
ACCOUNT NO. 1170054881  
MEREDITH DAVIS

**REFERENCES:** ANIXTER      MAIN ELECTRIC SUPPLY CO.  
5055 E. LANDON DRIVE      2691 RICHTER AVE., STE.119  
ANAHEIM, CA 92807      IRVINE, CA 92606  
VIA WEB ACCESS ONLY      SARA HARDIN  
<http://credref.anixter.com>      TEL. # 949-732-3629  
ACCOUNT # 475752      FAX# 949-732-3651

GEXPRO      ENTERPRISE FLEET MANAGEMENT  
2099 S. STATE COLLEGE BLVD.      17210 S. MAIN ST.  
ANAHEIM, CA 92806      GARDENA, CA 90248  
IRV FIETZ      MARKAYE MOORE  
TEL.# 714 712-8500      TEL.# 310 851-3410  
FAX # 714 712-8501

STEINY AND COMPANY, INC.

BY: \_\_\_\_\_  
VILMA V. YAP  
ASSISTANT CONTROLLER

5/23/2012





**STEINY AND COMPANY, INC.**

Electrical Contractors and Engineers

**CURRENT, PREVIOUS, AND MAJOR PROJECTS**

<b>4822</b>	<b>OCTA SR22</b>	<b>4695</b>	<b>Fair Oaks Corridor Transportation Improvements</b>
Owner:	Orange County Transportation Authority (OCTA)	Owner:	City of Pasadena
General:	Granite-Myers-Rados	General:	Steiny and Company, Inc.
Value:	\$24,236,072.42	Value :	\$1,919,738
Contact:	David Smith (GMR) (714) 712-1600	Contact:	Dave Ortega (626) 744-4312
Completion:	7/11/2008	Completion:	10/18/2005
<b>4895</b>	<b>FY2005 Street &amp; Park Lighting</b>	<b>4853</b>	<b>TSM0010151 Traffic Signal Mod. @ Artesia Bl. ETAL</b>
Owner:	City of Santa Monica	Owner:	County of Los Angeles
General:	Steiny and Company, Inc.	General:	Steiny and Company, Inc.
Value:	\$2,045,021.04	Value:	\$933,524.51
Contact:	Gene Higginbotham (310) 458-8721	Contact:	Issa Adawiya (626) 458-5100
Completion:	2/28/2008	Completion:	04/17/08
<b>4811</b>	<b>LACO - Pacific</b>	<b>4819</b>	<b>RDC0013015, Eastern Ave/Garfield Av Traffic Sync.</b>
Owner:	County of Los Angeles	Owner:	County of Los Angeles
General:	Steiny and Company, Inc.	General:	Steiny and Company, Inc.
Value:	\$1,229,488.15	Value:	\$1,022,690.65
Contact:	Cliff Craig (626) 458-5100	Contact:	Cliff Craig (626) 458-5100
Completion:	02/28/08	Completion:	05/20/08
<b>4769</b>	<b>Phase III Res. Street Lighting Improvements</b>	<b>4506</b>	<b>L.A. - ATSAC (S.D. Fwy. Corridor)</b>
Owner:	City of Beverly Hills	Owner:	County of Los Angeles
General:	Balfour Beatty Infrastructure, Inc.	General:	Steiny and Company, Inc.
Value:	\$7,046,523.89	Value:	\$12,330,899.06
Contact:	Chris Theisen (310) 285-2504	Contact:	Manoochehr Adhami (213) 847-5102
Completion:	10/5/2006	Completion:	07/31/05
<b>4926</b>	<b>University Park</b>	<b>4908</b>	<b>Mission Viejo - Crown Valley Parkway Widening</b>
Owner:	Palm Desert Funding Co., LP	Owner:	City of Mission Viejo
General:	Granite Construction Co.	General:	All American Asphalt
Value:	1,381,500.29	Value:	\$1,205,612
Contact:	Joe Richardson (760) 775-7500	Contact:	Jerry LeBouef (951) 739-4671
Completion:	12/30/2007	Completion:	01/04/10
<b>4998</b>	<b>1683-Red Bath &amp; Beyond</b>	<b>4997</b>	<b>Anaheim - Garden Walk</b>
Owner:	ABAH LLC/KDMM LLC	Owner:	Anaheim GW, LLC
General:	VCC - West Coast	General:	Bayley Construction
Value:	\$795,428.10	Value:	\$1,192,109.07
Contact:	George Erskine (949) 851-8474	Contact:	Chuck HJazi (714) 540-8863
Completion:	12/16/2007	Completion:	02/28/09
<b>4935</b>	<b>Rosecrans Ave./Aviation Bl. Intersection Project PH11</b>	<b>4124</b>	<b>08-Riv., SBd-10,91,215-Var., Contract 08 OK5004</b>
Owner:	City of Hawthorne	Owner:	State of CA Dept. of Transportation
General:	Griffith Company	General:	Steiny and Company, Inc.
Value:	\$1,376,742.95	Value:	\$3,123,970.38
Contact:	Jason Spear (562) 929-1128	Contact:	John C. McMillan (916) 227-6300
Completion:	11/11/2007	Completion:	07/30/10
<b>4912</b>	<b>Agoura Hills - Kanan Rd.</b>	<b>4107</b>	<b>RDC0015060 - As Needed Traffic Signals</b>
Owner:	City of Agoura Hills	Owner:	County of Los Angeles
General:	Security Paving Company, Inc.	General:	Steiny and Company, Inc.
Value:	\$1,138,824.75	Value:	\$913,319.23
Contact:	Chris Wenzel (818) 767-8418	Contact:	Robert Eisenhamer (626) 458-3155
Completion:	12/16/2007	Completion:	05/05/09
<b>4960</b>	<b>Tustin - Offsite Backbone Infrastructure</b>	<b>4030</b>	<b>Caltrans RT 710 Project</b>
Owner:	Vestar/Kimco Tustin, L.P., Bayley Slater Tustin Venture	Owner:	Caltrans
General:	Sema Construction	General:	Atkinson Construction
Value:	\$1,647,239.48	Value:	\$9,310,889.87
Contact:	Eric Westman (949) 470-0500	Contact:	Felipe Olivar (949) 855-9755
Completion:	11/9/2008	Completion:	Open

Offices in Vallejo, Los Angeles, El Cajon and Baldwin Park

# STEINY AND COMPANY, INC.

*Electrical Contractors and Engineers*

## CURRENT, PREVIOUS, AND MAJOR PROJECTS

<b>4105</b>	<b>5 Traffic Signal Synch. Sys., Project SV 07-24</b>	<b>4012</b>	<b>Signalization Improvements - Audle Murphy Ranch</b>
Owner:	City of Simi Valley	Owner:	Audle Murphy Ranch, LLC
General:	Steiny and Company, Inc.	General:	Woodside Homes of CA, Inc.
Value:	\$979,447.35	Value:	\$543,286.30
Contact:	David Medina (805) 583-6810	Contact:	Pat Celella (951) 710-1900
Completion:	12/31/2009	Completion:	05/04/09
<b>4055</b>	<b>2nd &amp; 4th St. Ped. Streetscape Project - Contract 8814</b>	<b>4996</b>	<b>San Clemente - Marblehead Coasta (TTM 8817)</b>
Owner:	City of Santa Monica	Owner:	City of San Clemente
General:	Griffith Company	General:	Suncal Companies
Value:	\$2,905,635.36	Value:	\$692,431.86
Contact:	Jason Spear (562) 929-1128	Contact:	Cynthia Kendall (949) 241-8437
Completion:	Open	Completion:	11/04/09
<b>4114</b>	<b>Crystal Cove State Park - Laguna Beach</b>	<b>4957</b>	<b>Rancho Cucamonga - 5 Signals</b>
Owner:	State of California - Department of Parks & Recreation	Owner:	The City of Rancho Cucamonga
General:	L.A. Engineering, Inc.	General:	Steiny and Company, Inc.
Value:	\$1,133,908.26	Value:	\$1,084,641.47
Contact:	John Risch (626) 454-5222	Contact:	Jim Harris (909) 477-2740
Completion:	Open	Completion:	12/01/07
<b>4982</b>	<b>Jefferson Blvd. Widening, Contract 2006-3001</b>	<b>4945</b>	<b>Port Incident Mgmt. System Project HDS2232</b>
Owner:	Playa Capital Company, LLC	Owner:	Port of Long Beach
General:	Excel Paving Company	General:	Peterson Chase General Engineering
Value:	\$1,047,782.89	Value:	\$1,183,348.59
Contact:	David Cook (562) 599-5841	Contact:	Dick Vogels (949) 252-0441
Completion:	10/07/08	Completion:	07/28/09
<b>4963</b>	<b>SANBAG - Various</b>	<b>4661</b>	<b>L.A. - Wilshire Center</b>
Owner:	San Bernardino Associated Governments	Owner:	City of Los Angeles
General:	Steiny and Company, Inc.	General:	Steiny and Company, Inc.
Value:	\$1,640,243.55	Value:	\$2,932,052.39
Contact:	David Nelson (TES) (909) 291-2424	Contact:	Greg Tworek (213) 978-0262
Completion:	01/10/09	Completion:	5/18/2008
<b>4040</b>	<b>Chino Hills - Peyton Drive</b>	<b>4038</b>	<b>Fred Waring Widening Project #655-01</b>
Owner:	City of Chino Hills	Owner:	City of Palm Desert
General:	Herman Weissker, Inc.	General:	Granite Construction Co.
Value:	\$634,927.98	Value:	\$782,885.00
Contact:	Jimmy Lee (951) 826-8800	Contact:	Joe Richardson (760) 775-7500
Completion:	11/30/2008	Completion:	07/24/08
<b>4216</b>	<b>SCRRA - Various</b>	<b>4218</b>	<b>Corona - ATMS Phase 2</b>
Owner:	SCRRA-Metrolink Commuter Rail System	Owner:	City of Corona
General:	Herzog Contracting Corp.	General:	Steiny and Company, Inc.
Value:	\$4,059,401.63	Value:	\$1,938,740.56
Contact:	Deron Haptonstall (714) 535-8175	Contact:	Clint Herrera (951) 739-4888
Completion:	Open	Completion:	Open
<b>4213</b>	<b>07-LA-10-50.2/53.4</b>	<b>4198</b>	<b>LA CO - West Coast Basin</b>
Owner:	State of California	Owner:	County of Los Angeles
General:	Flatiron Construction Corporation	General:	Steiny and Company, Inc.
Value:	\$2,836,965.20	Value:	\$2,885,438.16
Contact:	Sean Tarp (760) 535-8175	Contact:	Jose Pou (626) 458-4951
Completion:	Open	Completion:	Open
<b>4240</b>	<b>Beverly Hills-Street Light Ph III Commercial</b>	<b>4285</b>	<b>Irvine - OC Great Park Ph I</b>
Owner:	City of Beverly Hills	Owner:	City of Irvine
General:	Steiny and Company, Inc.	General:	Los Angeles Engineering
Value:	\$8,457,391.80	Value:	\$1,213,812.00
Contact:	Tristan Malabanan (310) 285-2512	Contact:	Mike Domanski (626) 454-5222
Completion:	Open	Completion:	Open

Offices in Vallejo, Los Angeles, El Cajon and Baldwin Park

**STEINY AND COMPANY, INC.**  
Electrical Contractors and Engineers

**CURRENT, PREVIOUS, AND MAJOR PROJECTS**

<b>4297</b>	<b>Various 22/405/605 HOV Connector</b>	<b>4238</b>	<b>Riv. Co. - Rte 10/Palm Dr./ Gene Autry</b>
Owner:	State of California	Owner:	State of California
General:	Atkinson Contractors, LP	General:	Skanska USA Civil West
Value:	\$5,200,000.00	Value:	\$1,222,967.07
Contact:	Jan Bohn (949) 855-9755	Contact:	Chad Mathes (951) 684-5360
Completion:	Open	Completion:	Open
<b>4254</b>	<b>Cedars Sinai Adv. Health Sciences Pavilion-TS</b>	<b>4255</b>	<b>Long Beach Blvd. N/O 56th &amp; Del Amo</b>
Owner:	Cedars Sinai Medical Center	Owner:	City of Long Beach
General:	Hathaway Dinwiddie	General:	Sully-Miller Contracting Co.
Value:	\$632,149.54	Value:	\$740,823.50
Contact:	Paul Banuelos (213) 236-0500	Contact:	Gary Downey (714) 578-9600
Completion:	Open	Completion:	Open
<b>4264</b>	<b>Hermosa Ave. / Church St. - Rancho Cucamonga</b>	<b>4304</b>	<b>Parker Dam Rd/ Earp / Third Street</b>
Owner:	City of Rancho Cucamonga	Owner:	State of California
General:	Steiny and Company, Inc.	General:	MCM Construction
Value:	\$401,577.83	Value:	\$523,800.00
Contact:	Shelley Hayes (909) 477-2740	Contact:	H.D. Mc Govern (916) 334-1221
Completion:	Open	Completion:	Open
Owner:		Owner:	
General:		General:	
Value:		Value:	
Contact:		Contact:	
Completion:		Completion:	
Owner:		Owner:	
General:		General:	
Value:		Value:	
Contact:		Contact:	
Completion:		Completion:	
Owner:		Owner:	
General:		General:	
Value:		Value:	
Contact:		Contact:	
Completion:		Completion:	
Owner:		Owner:	
General:		General:	
Value:		Value:	
Contact:		Contact:	
Completion:		Completion:	

**D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE**

**Personnel: \*\*\*\*To Be Determined\*\*\*\*\***

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

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2. Summarize each person's specialized education:

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3. List each person's years of construction experience relevant to the project:

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4. Summarize such experience:

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Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.

***Additional Bidder's Statements:***

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

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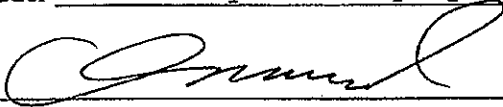
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**E. VERIFICATION AND EXECUTION**

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder Steiny and Company, Inc.

Signature 

Name Vincent P. Mauch

Title CFO

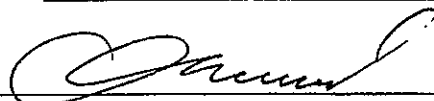
Dated 05/23/12

NON-COLLUSION AFFIDAVIT

I, Vincent P. Mauch, being first duly sworn, deposes and says that he is CFO of Steiny and Company, Inc. the party making the attached bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price; or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Bidder Steiny and Company, Inc.

Signature 

Name Vincent P. Mauch

Title CFO

Dated 05/23/12

**BID BOND**

The makers of this bond are, Steiny and Company, Inc., as Principal, and

Safeco Insurance Company of America, as Surety and are held and firmly bound unto the City of Colton, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to CITY 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, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated May 30, 2012, for **COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) MOUNT VERNON AVE CROSSWALK SIGNAL PROJECT**.

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the City as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.


Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 23rd day of May, 2012, the name and corporate seal of each corporation.


(Corporate Seal)

Steiny and Company, Inc.  
Principal

By   
Title Vincent P. Mauch, CFO

Safeco Insurance Company of America  
Surety

(Corporate Seal)

By   
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title Jeri Apodaca, Attorney in Fact

STATE OF CALIFORNIA )  
 )  
CITY OF \_\_\_\_\_ )

See Attached Notary Acknowledgment ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2011, before me, \_\_\_\_\_, a Notary Public in and for said state, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the within instrument as the Attorney-In-Fact of the (Surety) acknowledged to me that he subscribed the name of the \_\_\_\_\_ (Surety) thereto and his own name as Attorney-In-Fact.

\_\_\_\_\_  
Notary Public in and for said State

(SEAL)

Commission expires: \_\_\_\_\_

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

**CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT**

State of California }  
County of Los Angeles } ss.

On May 24, 2012 before me, Kathy M. Edwards - Notary Public  
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Vincent P. Mauch  
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.

*Kathy M. Edwards*  
Signature



(Seal)

**OPTIONAL**

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

**Description of Attached Document:**

Title or Type of Document: BID BOND

Document Date: 5/23/2012 Number of Pages: 1

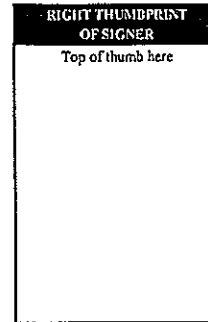
Signer(s) Other Than Named Jeri Apodaca - Safeco Insurance Co of America

**Capacity(ies) Claimed by Signer**

Signer's Name: Vincent P. Mauch

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

Signer is Representing: Steiny and Company, Inc.



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Orange

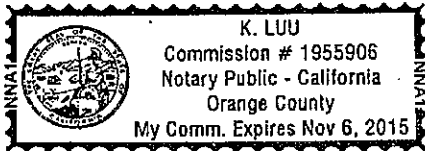
On MAY 23 2012 before me, K. Luu, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Jeri Apodaca  
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.



Place Notary Seal Above

Signature [Handwritten Signature]  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

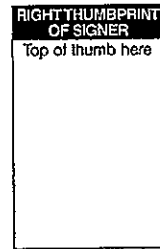
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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



Signer Is Representing: \_\_\_\_\_

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

5265590

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

Certificate No. \_\_\_\_\_

First National Insurance Company of America  
General Insurance Company of America  
Safeco Insurance Company of America

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America are corporations duly organized under the laws of the State of New Hampshire (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, RHONDA C. ABEL, JERI APODACA, NANETTE MYERS, MICHAEL D. PARIZINO, JAMES A. SCHALLER, RACHELLE RHEAULT, KIM LUU, \_\_\_\_\_

all of the city of NEWPORT BEACH, state of CALIFORNIA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of March 2012.



First National Insurance Company of America  
General Insurance Company of America  
Safeco Insurance Company of America

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

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 26th day of March 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley  
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, which are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS** - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

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

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America do hereby certify that the original power of attorney of which the foregoing is a full above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

MAY 28 2012

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.




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

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

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

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DATE: May 24, 2012  
FROM:  Amer Jakher, P.E.  
CITY ENGINEER  
TO: ALL PLAN HOLDERS

**ADDENDUM II  
PUBLIC WORKS DEPARTMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT  
MT. VERNON AVE. CROSSWALK SIGNAL PROJECT  
EFFECTIVE MAY 24, 2012**

As of May 24, 2012, the following amendment shall be incorporated into the existing Contract Documents and Specifications for the *COMMUNITY DEVELOPMENT BLOCK GRANT MT. VERNON AVE. CROSSWALK SIGNAL PROJECT*:

- Page 13 Bid Schedule shall be replaced with revised bid schedule Page 13-Rev1
- The bid item "Demolition and Removal" shall include removal of existing in-pavement lights including control box, push button pole and removal/cutting of anchor bolts and dry pack/non-shrink grout at both locations, removal of existing electrical service (removal concrete pad and replace sidewalk) at D Street, demolition of existing median and sidewalk, and other necessary items to perform the work specified on Plan No. 6147 and 6148.
- Electrical point of connection (POC) for Mt. Vernon and Palm Ave signal shall be intercepted at existing power poles on the west side of Mt. Vernon Ave approx. 75 feet north of the proposed Crosswalk Signal location including the riser installation per City of Colton Standard drawing 402.02.
- Electrical POC for Mt. Vernon and D St signal shall be intercepted at existing power poles on the west side of Mt. Vernon Ave approx. 10 feet north of the proposed Crosswalk Signal location including the riser installation per City of Colton Standard drawing 402.02

If you have any questions, please contact Victor Ortiz (email: [vortiz@ci.colton.ca.us](mailto:vortiz@ci.colton.ca.us)) Aftab Hussain (email: [ahussain@ci.colton.ca.us](mailto:ahussain@ci.colton.ca.us)), Public Works Department @ (909) 370-5065, FAX (909) 370-5072.

Thank you.

End of Addendum II


A SIGNED COPY OF THIS ADDENDUM MUST BE INCLUDED IN YOUR BID PROPOSAL

**BID SET**



Contractor's Signature of Acknowledgment

Vincent P. Mauch, CFO

DATE: May 29, 2012  
FROM:  Amer Jakher, P.E.  
CITY ENGINEER  
TO: ALL PLAN HOLDERS

**ADDENDUM III  
PUBLIC WORKS DEPARTMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT  
MT. VERNON AVE. CROSSWALK SIGNAL PROJECT  
EFFECTIVE MAY 29, 2012**

As of May 29, 2012, the following amendment shall be incorporated into the existing Contract Documents and Specifications for the *COMMUNITY DEVELOPMENT BLOCK GRANT MT. VERNON AVE. CROSSWALK SIGNAL PROJECT*:

- Caltrans Standard Plans and Specification shall be the 2010 edition.
- Note 5 of Plan #6147 and 6148 shall read "Contractor to remove/modify existing curb/sidewalk and install ADA curb ramp per APWA Standard Plan No. 111-3 2006 edition.

If you have any questions, please contact Victor Ortiz (email: [vortiz@ci.colton.ca.us](mailto:vortiz@ci.colton.ca.us)) Aftab Hussain (email; [ahussain@ci.colton.ca.us](mailto:ahussain@ci.colton.ca.us)), Public Works Department @ (909) 370-5065, FAX (909) 370-5072.

Thank you.

End of Addendum III

A SIGNED COPY OF THIS ADDENDUM MUST BE INCLUDED IN YOUR BID PROPOSAL

**BID SET**



Contractor's Signature of Acknowledgment

Vincent P. Mauch, CFO

DATE: May 16, 2012

FROM:  Amer Jakher, P.E.  
CITY ENGINEER

TO: ALL PLAN HOLDERS

**ADDENDUM I  
PUBLIC WORKS DEPARTMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT  
MT. VERNON AVE. CROSSWALK SIGNAL PROJECT  
EFFECTIVE MAY 16, 2012**

As of May 16, 2012, the following amendment shall be incorporated into the existing Contract Documents and Specifications for the *COMMUNITY DEVELOPMENT BLOCK GRANT MT. VERNON AVE. CROSSWALK SIGNAL PROJECT*:

- Disadvantage Business Enterprise (DBE) is not a requirement for this Project.


If you have any questions, please contact Victor Ortiz (email: [vortiz@ci.colton.ca.us](mailto:vortiz@ci.colton.ca.us)), Aftab Hussain (email: [ahussain@ci.colton.ca.us](mailto:ahussain@ci.colton.ca.us)), Public Works Department @ (909) 370-5065; FAX (909) 370-5072.

Thank you.

End of Addendum I

A SIGNED COPY OF THIS ADDENDUM MUST BE INCLUDED IN YOUR BID PROPOSAL

**BID SET**

  
Contractor's Signature of Acknowledgment  
Vincent P. Mauch, CFO

# **Exhibit C**

Bid Protest Letter



July 24, 2012

City of Colton -City Engineer  
650 North La Cadena  
Colton, CA. 92324

Attention: Amer Jakher

Regarding: Protest – “C” St Underpass Landscaping Project

Mr. Jakher,

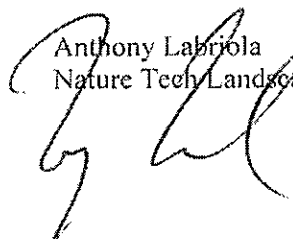
Please let this letter serve as a formal Protest of Bid for the above referenced project. Upon review of bid documents submitted by TSR Construction and Inspection their documents are clearly missing a listed sub-contractor with a C-27 to install the planting scope of work as outlined in the bid documents. In order to self perform a planting scope without a vertical structure a California Contractor would have to possess a C- 27 classification per the State of California, California Registrar of Contractors and paragraph 10 (Licensing Requirements) of Instructions to Bidders per the bid documents.

By not listing the proper sub-contractor with the correct classification TSR Construction and Inspection gains an unfair bidding advantage by claiming to self perform a scope in which they are not properly licensed for. All other bidders would have to maintain the correct staff and equipment for this scope thus increasing cost and adding a higher budget to their bids.

In closing Nature Tech Landscaping, Inc. is requesting that TSR Construction and Inspections bid be deemed non responsive for not adhering to California State law, regulations by the California Registrar of Contractors and Instructions to Bidders per the bid documents.

Regards,

Anthony Labriola  
Nature Tech Landscaping, Inc.



1760 Marlborough Ave., Riverside, CA. 92507  
Phone (951) 684-8808 Fax (951) 779-1064  
A/B/C27 681207

# **Exhibit D**

Bid Protest Respond Letter



**BEST BEST & KRIEGER**  
ATTORNEYS AT LAW

Indian Wells  
(760) 568-2611  
Irvine  
(949) 263-2600  
Los Angeles  
(213) 617-8100  
Riverside  
(951) 686-1450

3500 Porsche Way, Suite 200, Ontario, CA 91764  
Phone: (909) 989-8584 | Fax: (909) 944-1441 | www.bbklaw.com

Sacramento  
(916) 325-4000  
San Diego  
(619) 525-1300  
Walnut Creek  
(925) 977-3300  
Washington, DC  
(202) 785-0600

Dean Derleth  
(909) 483-6655  
dean.derleth@bbklaw.com  
File No. 23152.06160

August 9, 2012

**VIA CERTIFIED MAIL**

Mr. Anthony Labriola  
Nature Tech Landscaping, Inc.  
1760 Marlborough Ave.  
Riverside, CA 92507

Re: "C" Street Underpass Landscaping Project Bid Protest

Dear Mr. Labriola:

As you may know, we are City Attorney for the City of Colton ("Colton"). The City received your bid protest letter relating to the "C" Street Underpass Landscaping Project ("Project") and responded with its conclusions and denial of your protest. You responded back to the City via email refuting the City's reasons for denying your protest, and now we have been asked to reply to you on behalf of the City.

As a threshold matter, the bid protest was not received within the time frame prescribed in the Notice Inviting Bids. The City is well within its rights to reject the protest as untimely on that basis alone, and pursue the matter no further. Specifically, section 19 of the City's Notice Inviting Bids states that a protest must be filed in writing within five (5) calendar days after the bid opening date. Each bidder, including Nature Tech, had open access to the Notice Inviting Bids and its requirements regarding protests. The bids were opened on July 19th, thus requiring any bid protests to be filed no later than July 24th. Although Nature Tech's bid protest letter is dated July 24th, it was sent electronically from you to the City on July 25th via an e-mail attachment. Thus, the bid protest by Nature Tech is untimely as it was filed more than five days after bid opening.

Even if the bid protest was timely, the apparent lowest bidder TSR cannot be considered non-responsive and your protest is without merit.

The City is entitled to exercise its judgment or discretion in determining which license class is permitted for a particular project. (Cal. Bus. & Prof. Code, § 7059) Page 2 of the City's Notice Inviting Bids required either a Class A or a Class C-27 license. The apparent lowest bidder, TSR, has a valid Class A license.



**BEST BEST & KRIEGER**  
ATTORNEYS AT LAW

Mr. Anthony Labriola  
August 9, 2012  
Page 2

Class A (General Engineering) contractors may contract to perform all or any part of a project that falls under the description of a Class A license. Business & Professions Code section 7056 indicates that a General Engineering contractor can perform, among other things, “fixed works requiring specialized engineering knowledge and skill, including the following divisions or subjects: *irrigation, drainage...parks, playgrounds and other recreational works...land leveling and earthmoving projects*, excavating, *grading*, trenching, paving and surfacing work and cement and concrete works in connection with the above-mentioned fixed works.” (emphasis added.) In contrast, a C-27 landscaping contractor “constructs, maintains, repairs, installs, or subcontracts the development of *landscape systems and facilities* for public and private gardens and other areas which are designed to aesthetically, architecturally, horticulturally, or functionally improve the grounds within or surrounding a structure or a tract or plot of land. In connection therewith, a landscape contractor *prepares and grades plots and areas of land* for the installation of any architectural, horticultural and decorative treatment or arrangement.” (16 Cal. Code Regs. 832.27.)

Not only is “planting” not specifically called out in the description of either a Class A or a Class C-27 contractor, but the planting is reasonably related to the scope of the Project and is similar to other types of work permitted under a Class A license such as “parks, playgrounds, or other recreational works...land leveling and earthmoving projects...[and] grading...” Thus, TSR could self-perform the planting portion of the Project as it can be considered allowable pursuant to the Class A licensing provisions and the Project requirements. Either a Class A or a Class C-27 contractor may complete the work related to the Project.

Also, California case law supports a broad construction of the term “specialized engineering knowledge and skill” within the Class A license description, such that it encompasses other activities not specifically called out in the text of Business & Professions Code section 7056. (*Ron Yates Construction Co. v. Superior Court* (1986) 186 Cal App 3d 337.) Pursuant to the Notice Inviting Bids, the Project requires “specialized engineering knowledge and skill” due to the “concrete work, paving, and curbs” and “irrigation” requirements of the Project. (Notice Inviting Bids, Bid Form, p. 13). Accordingly, TSR is also authorized to perform the work for the Project under its Class A license as work requiring “specialized engineering knowledge and skill.”

In addition, a Class A licensed contractor is not legally required to possess the specialty licenses for each portion of specialty work in a project if such specialty work is a part of a larger project which the contractor is entitled to perform. (See *Pacific Caisson & Shoring, Inc. v. Bernards Bros. Inc.* (2011) 198 Cal. App. 4th 681.) TSR is a Class A contractor as required by the Notice Inviting Bids, and therefore TSR is legally authorized to self-perform the planting work (which is a component of the Project for which the City required a Class A license).



**BEST BEST & KRIEGER**  
ATTORNEYS AT LAW

Mr. Anthony Labriola  
August 9, 2012  
Page 3

Thank you for taking the time to submit a bid for the City's Project. We hope that you will continue to bid on future projects. The City seeks to expend the lowest amount of public funds necessary to achieve the highest quality public projects in the City of Colton, and we hope that Nature Tech will continue to be a part of that effort.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dean Derleth'.

Dean R. Derleth  
for Best Best & Krieger LLP  
City Attorney, City of Colton

Cc: Rod Foster, City Manager  
Amer Jakher, Public Works Director

# **Exhibit E**

## Resolution

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**RESOLUTION NO. R-61-12**

1. **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON, APPROVING REDIRECTING THE FISCAL YEAR 2011/2012 CDBG FUNDS BY \$94,703.19 TO INCLUDE INCREASING THE BUDGET FOR CDBG #104-37305-3654 "C" STREET LANDSCAPING PROJECT AND CDBG #104-37205/3655 MT. VERNON AVENUE CROSSWALK SIGNAL PROJECT AND DECREASING THE BUDGET FOR CDBG #104-37105/3625 MT. VERNON AVE PAVEMENT REHABILITATION PROJECT**

**WHEREAS**, the City Council of the City of Colton elected to enter into a Cooperation Agreement with the County of San Bernardino in order to receive Community Development Block Grant (CDBG) funds; and

**WHEREAS**, as a Cooperating City, the City of Colton will receive allocation of Community Development Block Grant funds for Fiscal Year 2011/2012; and,

**WHEREAS**, the City has informed the San Bernardino County Department of Community Development and Housing that they are transferring available funds from one existing project to two existing projects in Fiscal Year 2011/2012; and,

**WHEREAS**, the City has identified several projects it requests the budget to be decreased and funding be redirected.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COLTON DOES HEREBY RESOLVE AS FOLLOWS:**

- CDBG #104-37105/3625 Mt. Vernon Ave Pavement Rehabilitation Project.
  - Project budget to decrease from original budget of \$ 216,064 by (\$-94,703.19) from account 215-1201-6920-3890
  
- CDBG #104-37305-3654 "C" Street Landscaping Project
  - Increase budget by \$23,097.46 from project 104-37105/3625 in account 215-1205-6920-3890
  
- CDBG #104-37205/3655 Mt. Vernon Avenue Crosswalk Signal
  - Increase budget by \$71,605.73 from project 104-37105/3625 in account 215-1206-6920-3890

1 PASSED, APPROVED AND ADOPTED THIS 21ST DAY OF AUGUST 2012.

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4 SARAH S. ZAMORA  
Mayor  
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8 ATTEST:

9 EILEEN C. GOMEZ  
10 City Clerk  
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