

CITY OF GALT

Randy Shelton, Mayor
Barbara Payne, Vice Mayor
Darryl Clare, Council Member
Donald Haines, Council Member
Andrew Meredith, Council Member

Elizabeth Aguire, City Clerk
Shaun Farrell, City Treasurer

Steven Rudolph, City Attorney



Ted Anderson, City Manager

Jason Behrmann, Asst. City Manager
Curt Campion, Community Dev. Director
Loren Cattolico, Police Chief
Gregg Halladay, Public Work Director
Paula Islas, Human Resources Admin.
Boyce Jeffries, Parks & Rec. Director
Inez Kiriui, Finance Director

A G E N D A

SPECIAL CITY COUNCIL MEETING

COUNCIL CHAMBERS, 380 CIVIC DRIVE, GALT, CALIFORNIA
TUESDAY, SEPTEMBER 22, 2009, 6:00 P.M.

NOTE: Speaker Request Sheets are provided on the table inside the entrances to the council chambers. If you wish to address the council during the meeting, please complete a speaker sheet and give it to the city clerk. A maximum of five minutes is allowed for each speaker.

NOTE. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the City Clerk's office, 209-366-7130, 380 Civic Drive, at least two days prior to the meeting.

NOTE. Public records, including writings relating to an agenda item for open session of a regular meeting and distributed less than 72 hours prior to the meeting, are available for public inspection at the City Clerk's Office, 380 Civic Drive, Galt, California.

NOTE. Please turn off all cell phones and pagers during the council meeting.

A. **CALL MEETING TO ORDER:**

Roll Call: Payne, Clare, Haines, Meredith, Shelton.
Flag Salute
Video statement

- B. **PUBLIC COMMENT** - Under Government Code Section 54954.3, members of the audience may address the council on any agenda item before or during the council's consideration of the item. Please fill out a speaker sheet located on the table inside the entrances to the council chambers and forward the completed speaker sheet to the city clerk prior to addressing the council. We request that you state whether you live within the Galt city limits or the county area. A maximum of five minutes is allowed for each speaker.

**GALT CITY COUNCIL AGENDA
SPECIAL MEETING OF SEPTEMBER 22, 2009
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C. PRESENTATIONS:

1. Young Marines Program – Steve Estrada.

D. DEPARTMENT REPORTS:

1. **SUBJECT:** Award of bid for the construction of the Lincoln Way Parking Lot Project.
STAFF REPORT: Halladay
RECOMMENDED ACTION: That the city council adopt a resolution: 1) authorizing the city manager to execute the contract for the Lincoln Way Lot Parking Improvements to the lowest responsive and responsible bidder; and 2) authorizing the director of public works to accept the improvements and issue the notice of completion upon completion of the improvements.
2. **SUBJECT:** Award of construction contract for Walker Community Park – Phase 1A.
STAFF REPORT: Halladay
RECOMMENDED ACTION: That the city council adopt a resolution: 1) authorizing the city manager to execute a contract to construct Walker Community Park – Phase 1A to the lowest responsive bidder in an amount not to exceed the lowest responsive bidder's bid; 2) and authorizing the director of public works to accept the improvements and issue the notice of completion upon completion of the improvements.

E. ADJOURN TO SPECIAL CLOSED SESSION:

1. **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION** pursuant to and under the authority of Government Code Section 54956.9(a)

City of Galt v. Boys and Girls Club of Galt – Case Number 34-2009-00046805.

F. RECONVENE TO OPEN SESSION:

ADJOURNMENT:

ELIZABETH AGUIRE, CITY CLERK: Agenda Report. The agenda for this Galt City Council Meeting was posted in the following listed sites before the close of business at 5:00 p.m. on the Friday preceding the meeting:

1. City Hall Lobby, 380 Civic Drive;
2. U.S. Post Office, 600 N. Lincoln Way; and
3. Marian O. Lawrence Library, 1000 Caroline Avenue.

CITY OF GALT

For Meeting Of: September 22, 2009

AGENDA ITEM NO. _____

DATE: September 11, 2009

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: TED ANDERSON, CITY MANAGER

SUBJECT: AWARD OF BID FOR THE CONSTRUCTION OF THE LINCOLN WAY PARKING LOT PROJECT

RECOMMENDATION: That Council:

- 1) Authorizes the City Manager to execute the contract for the Lincoln Way Parking Lot Improvements with Martin General Engineering, Inc., in the amount of \$217,806.00, and;
- 2) Authorizes the Director of Public Works to accept the improvements and issue the Notice of Completion upon completion of the improvements.

DISCUSSION: On December 2, 2008, Council approved a Lease Agreement, a Purchase and Sale Agreement, and a Reciprocal Access Agreement with Peck Properties as well as an appropriation request for the development of a public parking lot on the east side of Lincoln Way between C and A streets. The majority of design and construction plan

Prepared by: Paul Cavanaugh *PC*

City Manager Approval *Ted Anderson*

REVIEWED BY:

Finance _____ City Attorney _____ Public Works *GLH* Building _____ Planning _____

TYPE OF ITEM:

- _____ Consent
- Departmental
- _____ Public Hearing
- _____ Redevelopment Agency
- _____ Other

COUNCIL ACTION: Approved Denied Revised

Reso No _____ Ord No _____

Moved By:

Seconded By:

Vote:

PREVIOUS ACTION/REFERRAL:

Council Order No. _____

Meeting of _____

Elizabeth Aguire, City Clerk

By: _____

preparation was performed in-house. The topographic survey was performed by City's contract consultant, Bureau Veritas. Electrical design and landscape design was performed by the City's contract consultant, Omni Means.

As the original agenda report was prepared prior to the bid opening, in order to expedite the award of contract and the start of construction to give as much time as possible before the start of the rainy season, staff issued a "placeholder" report. This report provides a revised recommendation based on the results of the bid, along with the applicable attachments from the bids. The Invitation for Bids/Notice to Contractors, was issued on August 7, 2009. Bids were opened on September 11, 2009. Eleven bids were received, ranging from \$212,016.50 to \$273,150.00. A copy of the bid summary is attached. The lowest four bids are as follows:

<u>No.</u>	<u>Bidder</u>	<u>Amount</u>
1)	James Riolo Paving	\$212,016.50
2)	Martin General Engineering Inc.	\$217,806.00
3)	George Reed Inc.	\$228,538.00
4)	Biondi Paving	\$235,284.50

Staff reviewed the bid submitted by James Riolo Paving, the apparent low bidder, and found it to be non-responsive due to failure to include required documentation of their good faith effort to comply with federal minority/woman's business enterprise (M/WBE) outreach along with their bid. In accordance with the Community Development Block Grant funding requirements, the bid instructions had a specific requirement to submit the M/WBE Outreach Contact Log and Questionnaire with the bid. The construction contractor, James Riolo Paving, Inc. admitted to have forgotten to include the required outreach documentation along with his submitted bid. Unfortunately the specifications make no allowance for a late submittal.

Staff then reviewed the bid documents of Martin General Engineering, Inc. the second low bidder, and finds them to be responsive in all aspects. Staff also reviewed their listed references and, as the apparent lowest qualified bidder, recommends award of the contract to Martin General Engineering, Inc.

Construction will begin after contracts are executed and will continue into early November 2009.

As previously authorized by Council, the Public Works Director will coordinate with SMUD and execute any needed agreements for SMUD for the new power service for the parking lot lights or to relocate several conflicting electrical service feeds to adjacent buildings.

Staff also requests that Council grants the Director of Public Works authority to accept the project and issue the Notice of Completion following completion of the work. This action allows staff to act promptly upon completion of the project regarding notification to the

County and release of retention to the contractor and all subcontractors and suppliers.

FINANCIAL IMPACT: The approved FY2008-2013 CIP includes the following funding for the subject improvements.

<u>Item</u>	<u>Amount</u>
001-0400-714-8673; CIP #59J050 (CDBG)	\$400,000
090-0400-714-8673; CIP #59J050 (Redev)	<u>\$66,220</u>
Total	<u>\$466,220</u>

The project development and construction related costs to deliver the project are now estimated as follows:

<u>Estimated Project Costs</u>	
<u>Item</u>	<u>Estimated Cost</u>
Reproduction & Mailing	\$1,000
Filing Fees	\$50
Design Consultant – Topo, Elec & Landscape PS&E	\$26,000
Property Purchase – R/W	<u>\$200,000</u>
Subtotal: R/W, Design, PS&E, Bidding	\$227,050
Utility Service Line Relocation at Private Buildings	\$3,000
Materials Testing Services	\$6,000
Construction	\$217,806
Contingency (5.6%)	<u>\$12,364</u>
Subtotal: Estimated Construction Costs	\$239,170
Total Estimated Project Costs	\$466,220

Based on the received bid of \$217,806 for construction, staff anticipates that the budget will be adequate to deliver the project. It should be noted, however, that the available construction contingency of 5.6% of the construction contract is substantially lower than the standard 10%. However, in lieu of requesting an additional appropriation at this time, staff recommends deferring such requests until the need actually arises.

Construction inspection services are anticipated to be performed in-house. Any funds remaining unspent will be returned to fund balance.

In addition to the initial project delivery costs, there will also be new annual costs for electrical power resulting from the installation of five new parking lot lights, as well as for irrigation water, in an estimated total amount of approximately \$2,000 per year. These costs will be incorporated into future general fund budgets as part of the regular budget process.

ATTACHMENTS:

- Resolution
- Contractor's Bid Form
- Bid Summary

RESOLUTION NO. 2009

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALT,
CALIFORNIA, AWARDING THE BID FOR THE LINCOLN WAY PARKING
LOT PROJECT TO MARTIN GENERAL ENGINEERING, INC. IN AN
AMOUNT NOT TO EXCEED \$217,806 AND AUTHORIZING THE
CITY MANAGER TO EXECUTE A CONTRACT**

WHEREAS, the City Council of the City of Galt, California, wishes to enter into a contract with Martin General Engineering, Inc. for the Lincoln Way Parking Lot Project; and

WHEREAS, Council authorized the advertisement of formal bids for the Lincoln Way Parking Lot Project; and

WHEREAS, on September 11, 2009, bids were publicly opened resulting with Martin General Engineering, Inc. submitting the lowest qualified, responsive bid in the amount of \$217,806; and

WHEREAS, the City Council wishes to award the bid to the lowest responsive bidder pursuant to the Public Contracts Code; and

WHEREAS, the City Council wishes to authorize the Public Works Director to accept the improvements and issue the Notice of Completion upon completion of the improvements.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the City Council of the City of Galt, California, hereby awards the contract for the Lincoln Way Parking Lot Project to Martin General Engineering, Inc. in an amount not to exceed \$217,806 and that the City Manager is hereby authorized and directed to execute said contract, subject to City Attorney approval.

BE IT FURTHER RESOLVED AND ORDERED that a copy of the Contract is available and on file in the City Clerk's Office, and is incorporated herein as part of this Resolution.

The City Clerk shall certify the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED by the City Council of the City of Galt, California, this 22nd day of September, 2009, upon a motion by Council Member _____, seconded by Council Member _____, by the following vote, to wit:

AYES:	Council members:
NOES:	Council members:
ABSTAIN:	Council members:
ABSENT:	Council members:

MAYOR, City of Galt

ATTEST:

CITY CLERK, City of Galt

CITY OF GALT
SACRAMENTO COUNTY, CALIFORNIA
BID DOCUMENTS
for

Project Title: **LINCOLN WAY PARKING LOT PROJECT**
CIP NO. 59J

SUBMIT BID TO:
City Clerk's Office
City of Galt
380 Civic Drive
Galt, CA 95632

BID OPENING:
City Clerk's Office
City of Galt
380 Civic Drive
Galt, CA 95632

NO LATER THAN: 2:05 P.M.

**APPROXIMATELY 2:15 P.M.,
SAME DAY**

DATE OF BID: SEPTEMBER 11, 2009

TO: Honorable City Council of the City of Galt, Sacramento County, State of California

TABLE OF CONTENTS FOR BID DOCUMENTS

BID FORM
ADDENDA ACKNOWLEDGEMENT
BID GUARANTEE INSTRUCTIONS
AFFIDAVIT OF NONCOLLUSION
ACKNOWLEDGEMENT OF SUBCONTRACTOR REQUIREMENTS
ATTACHMENT INSTRUCTIONS

Submit with Bid:

- A. Statement of Experience of Bidder
- B. Designation of Subcontractors
- C. Additional Experience Statement (not required)
- D. Bidder's Bond
 - M/WBE Outreach Contact Log
 - M/WBE Outreach Questionnaire

Submit upon Award:

- E. Performance Bond
- F. Payment Bond
- G. Agreement with Attachments
 - New Hire Questionnaire
 - Poster – Section 3 Poster

15	1-inch thick AC overlay of alleyway	TON	65	94 ⁻	6110 ⁻
16	Subgrade preparation & 6-inch thick Aggregate Base	SF	16,000	1 ¹⁵	18400 ⁻
17	3-inch thick Asphalt Concrete pavement	TON	300	84 ⁻	25200 ⁻
18	Electrical, including 5 street lights, 4 outlets, conduits, wiring and service connection, complete and in-place	LS	LS	27000 ⁻	27000 ⁻
19	Irrigation system, complete and in place	LS	LS	6900 ⁻	6900 ⁻
20	Landscaping, complete and in-place	LS	LS	11100 ⁻	11100 ⁻
21	Redwood fencing with gates for Garbage areas and residential yard.	EA	4	2000 ⁻	8000 ⁻
22	365-day Plant Establishment Period (received in 12 equal payments)	LS	LS	500 ⁻	500 ⁻
23	Pavement Striping, including 4-inch concrete wheel stop and signage	LS	LS	2500 ⁻	2500 ⁻
24	New Commercial Driveway in existing sidewalk	LS	LS	10300 ⁻	10300 ⁻
25	4-inch thick concrete sidewalk at handicapped parking stalls	SF	148	950	1406 ⁻
26	Sanitary Sewer Manhole	EA	1	5000 ⁻	5000 ⁻

TOTAL BID

\$ 217,806⁻ OK

PL 1/22/14

In the event that the product of a unit price and an estimated quantity does not equal the extended amount stated, the unit price will govern and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. Award of contract will be based on total bid.

ADDENDA:

Acknowledgment is hereby made of receipt and incorporation of addenda number(s) 1 through 2 into this Bid.

BID GUARANTY:

Bid security must be a bidders bond, a certified check or cashiers check

payable to the City of Galt, or cash. Bids secured by personal checks or personal guarantees will be rejected.

AFFIDAVIT OF NONCOLLUSION:

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

ACKNOWLEDGEMENT OF SUBCONTRACTOR REQUIREMENT:

In accordance with the California Public Contract Code, Division 2, Part 1, Chapter 4, Section 4100, and following, the Contractor acknowledges that the subcontractors listed on the Bid Form will perform the indicated work of improvement on the project.

ATTACHMENTS:

The following attachments are made part of the bid:

- A. Statement of Experience of Bidder
- B. Designation of Subcontractors. In accordance with the California Public Contract Code, Division 2, Part 1, Chapter 4, Section 4100 and the following, the subcontractors listed on Attachment B to the Bid Form will perform the indicated work of improvement on this project.
- C. Additional Experience Statements (*optional*) such as subcontractor experience; supplier listing; or other. (*If not used, so state*).
- D. Bidder's Bond
 - M/WBE Outreach Contact Log
 - M/WBE Outreach Questionnaire

In addition, the following attachments must be submitted upon contract award:

- E. Performance Bond
- F. Payment Bond
- G. Agreement
 - New Hire Questionnaire
 - Poster – Section 3 Poster

TYPE OF BUSINESS FORM:

- CORPORATION: STATE OF INCORPORATION: CA
- PARTNERSHIP
- JOINT VENTURE
- PRIVATE INDIVIDUAL
- INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

CONTRACTOR INFORMATION FORM

Firm Name: Martin General Engineering, Inc.

Contractor's License Number: 844279 ✓

Address: 12485 QUICKSILVER DR, RANCHO CORDOVA CA 95742

License Classification: A

License Expiration Date: 8/31/10

Telephone: 916-355-8101

Contractor's Federal Tax I.D. Number: 20-1270784

bid documents continued

BID DOCUMENTS, SIGNATURE SECTION:

By my signature hereunder, as Contractor or Contractor's agent, I acknowledge all information contained in these bid documents, make all affidavits contained in these bid documents and certify that all information provided in these bid documents (including attachments) by me or the Contractor is correct. By my signature hereunder, as Contractor or Contractor's agent, I offer to do the work as described in these bid documents.

Contractor: Martin General Engineering, Inc. - DANIEL MARTIN

Signature:  Date: 9/11/09
Authorized Representative

Title: VICE PRESIDENT

bid documents continued

**ATTACHMENT A
EXPERIENCE AND PLANT**

STATEMENT OF EXPERIENCE OF BIDDER:

The bidder has been engaged in the contracting business, under the present business name for 5 years. Experience in work of a nature similar to that covered in the proposal extends over a period of 30+ years.

The bidder, as a Contractor, has never failed to satisfactorily complete a Contract awarded to him, except as follows: N/A

The following contracts have been satisfactorily completed in the last three (3) years for the persons, firm or authority indicated, and to whom reference is made:

Year	Type of Work	Contract Amount	Owner/Agency for Whom Work was Performed
	SEE ATTACHED		

The following is a list of plant and equipment owned by the bidder, which is definitely available for use on the proposed work as required. Provide additional sheets if necessary.

Quantity	Name, Type and Capacity	Condition	Location
	SEE ATTACHED		

Project Title: LINCOLN WAY PARKING LOT PROJECT

Contractor's Firm Name: Martin General Engineering, Inc.

SUBMIT THIS SHEET, ADDITIONAL SHEETS, AND/OR A SIMILARLY FORMATTED DOCUMENT AS PART OF YOUR BID



LIC # 844279

MARTIN GENERAL ENGINEERING, INC.
12485 QUICKSILVER DRIVE
RANCHO CORDOVA, CA 95742
916-355-8101 PHONE
916-355-8108 FAX

Statement of Experience

Project Name **37th Street Reconstruction**
Location 37th Street, City of Sacramento
Owner City of Sacramento
Owner Contact Zuhair Amawi, 916-808-7620 ✓

Project Name **ADA Improvements 2007**
Location Woodland, CA
Owner City of Woodland
Owner Contact Miguel Chavez, 530-661-5961 -5951 ✓ oh - good

Project Name **Grant Line Road & Bond Road Intersections Improvements**
Location Grant Line and Bond Roads, Elk Grove
Owner City of Elk Grove
Owner Contact Bert Brown, 916-478-2221 ✓

Project Name **Cambridge Heights ES**
Location Carmichael, CA
Owner San Juan Unified School District
Owner Contact Scott Wightman @ ICS 916-482-0185

Project Name **2008 City Overlay**
Location Various Locations
Owner City of Citrus Heights
Owner Contact Stu Hodgkins 916-727-4770 ✓

Martin Engineering, Inc.
Fixed Asset Listing
April 24, 2007

Item	Purchase Description	Condition	Location
1-01	1997 Chevy C3500 Pickup,1GBGC34R3VE168391	Good	Rancho Cordova
1-03	2001 Chevy 2500 HD,1N6DD26S2WC315378	Good	Rancho Cordova
1-04	2001 Ford Mechanics Truck,1FDXF46F01EA63731	Good	Rancho Cordova
1-05	2002 Ford F250 4x2 Ex Cab P/U,1FTNW20L52EB21011	Good	Rancho Cordova
1-06	2002 Ford F250 Diesel P/U,1FTNX20F62EB02684	Good	Rancho Cordova
1-07	2003 Ford F150 Pickup,1FTRX17W93NB52109	Good	Rancho Cordova
1-08	2003 Ford F250 Diesel Pickup,1FTNX20P03EC31224	Good	Rancho Cordova
1-09	1999 Ford TC Truck,1FDXF46F2XED22941	Good	Rancho Cordova
1-10	2004 Chevy Colorado,1GCCS136X48178633	Good	Rancho Cordova
1-11	1999 Ford F150,1FTRF18L8XKB85004	Good	Rancho Cordova
1-12	1984 GMC pickup,1GTGCZ4J1EJ524523	Good	Rancho Cordova
1-13	1988 Ford-Brown Service Truck,2FDLF47G9JCA95606	Good	Rancho Cordova
1-14	2006 Ford Explorer,1FMEU63E56ZA12066	Good	Rancho Cordova
1-15	2003 GMC Sonoma,1GTCS19X038195911	Good	Rancho Cordova
2-01	1986 Chevy C70 Dump Truck,4D74255	Good	Rancho Cordova
2-02	1993 Intl Dump Truck 4900,6L94118	Good	Rancho Cordova
2-05	1979 19 Ton Zieman Trailer,ZP10188	Good	Rancho Cordova
2-06	1994 7 Ton Zieman Trailer,1ZCT22S23RZP17220	Good	Rancho Cordova
2-07	Arrowboard	Good	Rancho Cordova
2-08	Cozad 60 Ton 16 Wheel Trailer,CC78080	Good	Rancho Cordova
2-09	1991 International Water Truck,1HTSDNWN3MH374299	Good	Rancho Cordova
2-12	Magnum Water Buggy,5AJWS1619B000021	Good	Rancho Cordova
2-13	Muval Trailer,1W13AJ5L1E22X9611	Good	Rancho Cordova
3-03	1997 CAT 143H Motor Grader,1AL00314	Good	Rancho Cordova
3-04	1997 Cedar Rapids CR551 Paver,46145	Good	Rancho Cordova
3-05	Ingersoll Rand DD24 Roller,151061	Good	Rancho Cordova
3-06	John Deere 210LE Skiploader,T0210LE881251	Good	Rancho Cordova
3-07	John Deere 710C Loader Backhoe,T0710CJ779942	Good	Rancho Cordova
3-09	938G Loader	Good	Rancho Cordova
3-11	JD 862 Elevating Motor Scraper,004068T	Good	Rancho Cordova
3-13	System 5 for Blade	Good	Rancho Cordova
3-14	2000 Gehl Skidsteer Loader	Good	Rancho Cordova
3-15	1997 Lincoln Windrow Machine	Good	Rancho Cordova
3-16	Laymore Broom,29429	Good	Rancho Cordova
3-17	John Deere 210 Skiploader,T0210LE883048	Good	Rancho Cordova
3-18	2000 DD90HF Roller,163684	Good	Rancho Cordova
3-19	Midland Shoulder Machine	Good	Rancho Cordova
3-20	2001 Dynapac CA152PD Vibratory Padfoot Compactor	Good	Rancho Cordova
3-21	Power Box T650BD Paver	Good	Rancho Cordova
3-22	Bomag BW120AD-3 Roller	Good	Rancho Cordova
3-23	John Deer 310G Backhoe	Good	Rancho Cordova
4-01	1999 Holland Wacker Vibra Plate	Good	Rancho Cordova
4-02	Billy Goat Blower	Good	Rancho Cordova
4-03	Diamo Emulsion Tank,SE485887	Good	Rancho Cordova
4-05	Laser Spectra Physics	Good	Rancho Cordova
4-06	6000 Watt Generator	Good	Rancho Cordova
4-07	Jack Hammer	Good	Rancho Cordova
4-08	Vibrator Plate	Good	Rancho Cordova
4-09	Pump	Good	Rancho Cordova
4-10	1998 Atlas Copco Air Compressor,298684	Good	Rancho Cordova
4-11	18" Asphalt Planer	Good	Rancho Cordova
4-12	Wacker Rammer DS70	Good	Rancho Cordova
4-13	Troy-Bilt Generator Model #01925	Good	Rancho Cordova
4-14	2001 Wanco Solar Arrowboard Trailer,00718	Good	Rancho Cordova
4-15	2001 Wanco Solar Arrowboard,100369	Good	Rancho Cordova
4-16	2001 Wanco Solar Arrowboard Trailer,1000359	Good	Rancho Cordova
4-17	Drill Bits/Punches/Holder/Wrenches/Nibbler Set	Good	Rancho Cordova
4-18	Generator 6.0-6.4 KW,2100047459	Good	Rancho Cordova

**ATTACHMENT B
DESIGNATION OF SUBCONTRACTORS**

The following are the names and locations of places of business of all subcontractors who will perform work or labor or render service to the bidder in or about the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the total bid or in the case of bids for the construction of streets and highways, including bridges, in an amount in excess of one-half of one percent (0.5%) of the total bid or ten thousand dollars (\$10,000) whichever is greater.

Portion of Work	Subcontractor Name	Address / Place of Business	CA Contractor License #	Est. Work Value
ELECTRIC	CABAR ELECTRICAL COMPANY	SACRAMENTO	488646	30,000 ✓
LANDSCAPE	ENVIRONMENTAL LANDSCAPE SOLUTIONS	FOLSOM	913497	20,000 ✓
STRIPING	STRIPING GRAPHICS	COTATI	576756	2500 ✓
FENCE	CENTRAL FENCE	SACRAMENTO	281556	17000 ✓

N. Miller

Attachment B Signature Sheet:

Project Title: LINCOLN WAY PARKING LOT PROJECT

Contractor's Firm Name: MartIn General Engineering, Inc.

(USE ADDITIONAL SHEETS IF NECESSARY) SUBMIT THE ABOVE INFORMATION AS PART OF YOUR BID

ATTACHMENT D
(Illustrative, to accompany proposal bid)
BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED
Martin General * as principal; and Western ** as Surety, are hereby held
and bound unto the CITY OF GALT, hereinafter called the "City", in the sum of 10% of
Total Amount Bid dollars (\$ //////////) which sum is equal to at least ten (10)
percent of the total amount of the bid for the work, payment of which sum, well and truly to be made, we hereby
jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the City a certain
Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing, for the construction of:
Project Title Project Lincoln Parking Lot Project,
NOW, THEREFORE, Project No: 59J

- (a) If the Bid is rejected, or in the alternative,
- (b) If the Bid is accepted and the Principal shall sign and deliver a Contract, in the form of Contract
attached hereto (all completed in accordance with said Bid and Contract), and shall in all other
respects perform the agreement created by the acceptance of said Bid;

* Engineering, Inc. ** Surety Company
Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood
and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of
this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall
be in no way impaired or affected by any extension of the time within which the City may accept sub bid, and said
Surety does hereby waive notice of any such extension.

Should the City file an action in a court of law to enforce this bond, the prevailing party shall be entitled to recover
any and all costs and fees associated with the litigation, including but not limited to attorneys' fees and experts'
fees. The parties agree that proper venue and jurisdiction for such an action will be the Superior Court of California
in Sacramento County; any party's rights to other venue or jurisdiction under law (such as California Code of Civil
Procedure sections 392 et seq.) are expressly waived.

IN WITNESS THEREOF, the above-bounden parties have executed this instrument under their several seals this
10th day of September, 2009, the name and corporate seal of each corporate party being
hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its
governing body.

IN PRESENCE OF: Martin General Engineering, Inc.
Principal Signature [Signature] (Seal)
Principal Name DANIEL MARTIN
Business Address 12485 Quicksilver Drive, Rancho Cordova, CA 95742
Surety Signature [Signature]
Surety Principal Name Rosalie A. Miszkiel, Attorney-in-Fact (Seal)
Surety Name Western Surety Company
Business Address 2210 Plaza Drive, Suite 150, Rocklin, CA 95765

The rate of premium on this bond is N/A per thousand.
Total amount of premium charged \$ NIL

(Note: This bond must be signed and acknowledged by both the Principal and Surety before a Notary Public, and
acknowledgments, with Notarial Seals, attached hereto. Surety must be authorized and licensed by the California
Insurance Commissioner as an "admitted surety insurer.") 1/05
SUBMIT BOND OR OTHER CASH GUARANTEE AS PART OF YOUR BID

ACKNOWLEDGMENT

State of California
County of Sacramento

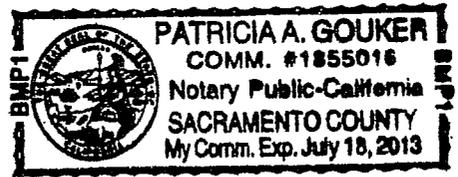
On September 10, 2009 before me, Patricia A. Gouker, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota; and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas R Hucik, Jo Anne Hucik, Rosalie A Miszkiel, P A Gouker, Individually

of Folsom, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 3rd day of November, 2006.



WESTERN SURETY COMPANY

Paul T. Bruflat

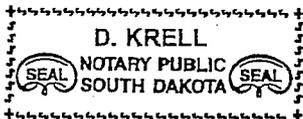
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 3rd day of November, 2006, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell

D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 10th day of September, 2009



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

BUSINESS ENTERPRISE CERTIFICATE

MARTIN GENERAL ENGINEERING INC

12485 QUICKSILVER DRIVE
RANCHO CORDOVA, CA 95742

Owner: TRANQUILINO MARTIN

Business Structure: CORPORATION

Programs: STATE MINORITY BUSINESS ENTERPRISE

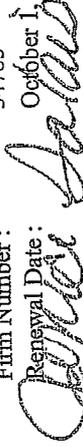
This certificate acknowledges that said firm is approved by the California Department of Transportation as a State Minority Business Enterprise or State Women Business Enterprise (or in some cases both) in accordance with Assembly Bill Number 486, Chapter 1329 and the California Public Code, Chapter 2.5 (commencing with Section 2050), for the following NAICS codes:

- * 237310 Highway, Street, and Bridge Construction
- 237990 Other Heavy and Civil Engineering Construction

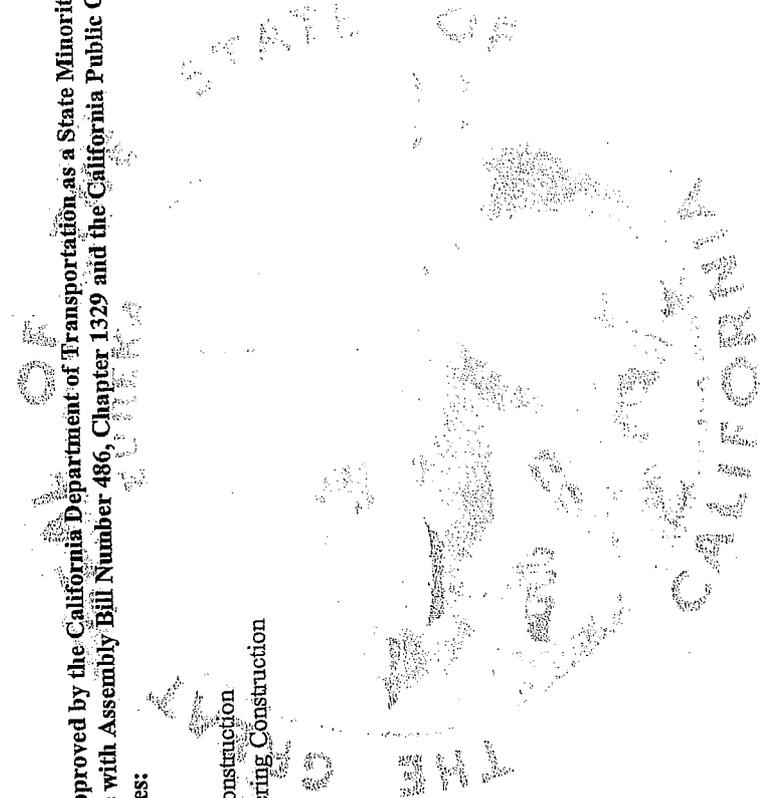
* Indicates primary NAICS code

CERTIFYING AGENCY:
DEPARTMENT OF TRANSPORTATION
1823 14TH STREET, MS 79
SACRAMENTO, CA 95814 0000
(916) 324-1700

Firm Number: 34783
Renewal Date: October 1, 2009



JANICE SALAIS, CERTIFYING AGENCY REPRESENTATIVE
October 9, 2007



M/WBE OUTREACH CONTACT LOG
INDICATE ALL M/WBE Subcontractors and Materials/Suppliers that were contacted during the course of your M/WBE Outreach. Of those contacted indicate whether they were either rejected or accepted.

M/WBE Subcontractors and Materials/Suppliers Contacted:
 (Include Name of Business, Address, Phone, Name of Contact Person)
 *Include Services or Materials/Supplies Description (if accepted)

PIPER FENCE
 PO BOX 7213
 CIRCLE HTS. CA
 95021
 JOE KUEN

Date Notified

9/11

Bid

How Notified*
 (Direct mail, phone, etc)

PHONE

Yes

X

No

Amount

22339

M/WBE Accepted

M/WBE Rejected

X

If Rejected Give Reason, i.e. Non-response, etc.

NOT LOW BID

Efforts to Remedy Deficiency in Sub-Bid (Assistance in referring for bonding or insurance for increasing work force, etc.)

N/A

M/WBE OUTREACH CONTACT LOG

BIDDER'S/OFFEROR'S SIGNATURE:

* Attach copies of all solicitations made via direct mail and/or advertisement and responses received. (Submit with bid/offeror)

QUESTIONNAIRE

(Submit with the bid/offer.)

1. Probable Subcontracting Trades involved in this Contract:

FENCING, LANDSCAPING, ELECTRICAL, AND TRUCKING

2. List trades to be performed by Prime:

GRADING, PAVING, CONCRETE, UNDERGROUND

3. State how the work was divided into economically feasible units to facilitate using MBE's and WBE's:

SCOPE BROKEN UP PER TRADE

A. Was the work divided into all the individual subtrades? / If not, then why?

YES

B. Was the work divided into separate material and services? / If so, then list them:

NO

4. What information about the work items was provided to M/WBEs? e.g. copies of plans, specifications, subcontracting requirements, etc. (Provide copies of correspondence or description of information sent to MBEs/WBEs.)

NOTIFIED THAT PLANS ARE AVAILABLE VIA
BUILDER'S EXCHANGE

QUESTIONNAIRE

5. What assistance was requested and received from M/WBE referral agencies? e.g. community organizations, M/WBE contractor groups, public agencies, etc. (Provide the names and dates of all referral agencies contacted.)

NONE

6. What assistance was offered or provided to M/WBEs? e.g. meeting insurance and bonding requirements, obtaining lines of credit, becoming recognized as an M/WBE, opportunity to review plans and specifications, etc.

NONE

7. State anything else that you would like to add in support of your demonstration to meet the minimum requirements of your good faith effort. List any problems encountered in soliciting subcontracting opportunities.

BIDDING CONTRACTOR IS MBE CERTIFIED. ATTACHED IS A COPY OF OUR CERTIFICATION

AFFIDAVIT

The undersigned hereby declares under penalty of perjury under the Laws of the State of California that the foregoing statements on this questionnaire are true and correct.

I acknowledge that any misrepresentation of a material fact in said statements may be grounds for initiating action under Federal or State laws and for rejecting the bid/offer.

Bidder's/Offeror's
Signature:


DANIEL MARTIN - VICE PRESIDENT

Date:

9/11/09

County where signed:

SACRAMENTO

CITY OF GALT

For Meeting Of: September 22, 2009

AGENDA ITEM NO. _____

DATE: September 14, 2009

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: TED ANDERSON, CITY MANAGER

SUBJECT: AWARD OF CONSTRUCTION CONTRACT FOR WALKER COMMUNITY PARK – PHASE 1A

RECOMMENDATION: That the City Council:

1. Authorizes the City Manager to execute a contract to construct Walker Community Park – Phase 1A (CIP project #66A050) with Goodland Landscape Construction Inc., in the amount of \$3,292,000.00, and;
2. Authorizes the Director of Public Works to accept the improvements and issue the Notice Of Completion upon completion of the improvements;

DISCUSSION:

Environmental Analysis

At the January 2, 2007, meeting, Council certified the Final Environmental Impact Report and adopted the Mitigation Monitoring Plan for the Walker Park and Quail Hollow Elementary School Project.

Prepared by: Bill Faust City Manager Approval Ted Anderson

REVIEWED BY:

Finance _____ City Attorney _____ Public Works GH Building _____ Planning _____

TYPE OF ITEM:

- ___ Consent
- Departmental
- ___ Public Hearing
- ___ Redevelopment Agency
- ___ Other

COUNCIL ACTION: Approved Denied Revised

Reso No _____ Ord No _____
Moved By:
Seconded By:
Vote:

PREVIOUS ACTION/REFERRAL:

Council Order No. _____
Meeting of _____

Elizabeth Aguire, City Clerk

By: _____

Bid Summary and Award

Walker Park was designed by Stantec under a design contract awarded by Council on June 20, 2006. The Invitation for Bids/Notice to Contractors was issued on August 4, 2009. The project includes a base bid and two additive alternates.

The additive alternates are as follows:

- A – Synthetic turf football/soccer field foundation and related improvements (but not the synthetic turf itself)
- B – Install field lighting for the two natural turf soccer fields.

As the original agenda report was prepared prior to the bid opening, in order to expedite the award of contract and the start of construction to give as much time as possible before the start of the rainy season, staff issued a “placeholder” report. This report provides a revised recommendation based on the results of the bid, along with the applicable attachments from the bids. Bids for were opened on September 4, 2009. Twelve bids were received ranging from \$3,292,000.00 to \$3,968,123.74. The budgeted amount was \$3.3 million dollars. A copy of the complete bid summary is attached.

Following the provisions of the California Public Contract code regarding additive alternates, the low bidder was selected using a “blind” selection process and the additive alternates were chosen based on the available budget. Based on the available budget and received bids, the base bid plus Additive Alternate A was selected for award. Additive Alternate B was not selected for construction at this time. The four lowest bidders for the base bid and Additive Alternate A are shown below.

	<u>Bidder Name</u>	<u>Base Bid</u>	<u>ADD ALT A</u>	<u>ADD ALT B</u>	<u>Base Bid + ADD ALT A</u>
1	Goodland	\$ 2,400,000.00	\$ 892,000.00	\$ 260,500.00	\$ 3,292,000.00
2	Parker	\$ 2,442,514.00	\$ 978,414.00	\$ 259,638.00	\$ 3,420,928.00
3	Biondi	\$ 2,710,600.00	\$ 919,100.00	\$ 252,900.00	\$ 3,629,700.00
4	Elite	\$ 2,580,000.00	\$ 1,070,000.00	\$ 285,000.00	\$ 3,650,000.00

Goodland Landscape Construction was the lowest bidder for the base bid plus Additive Alternate A at \$3,292,000. Staff reviewed the bid documents for Goodland Landscape Construction and finds them responsive in all aspects. Staff has also reviewed their listed qualifications and references and, as the apparent lowest qualified bidder, recommends award of the contract for the base bid plus Additive Alternate A to Goodland Landscape Construction, Inc.

Two bidders, McGuire and Hester and A.E. Lueck, requested that their bids be withdrawn due to material mistakes they made in filling out their bid forms. Under Section 2-15 of the General Specifications, their requests were submitted in a timely manner and the bid withdrawal request is warranted. Neither of these withdrawals affects the lowest bidder.

The estimated start date for this project is October 2009, with completion anticipated by summer 2010.

To allow flexibility for the City in terms of available equipment and materials and reducing contractor markup, the bid did not include the playground equipment, synthetic turf, and security cameras and equipment. Those items will be purchased by separate purchase contract or from the State Bidders List (aka California Multiple Award Schedules, CMAS). Staff will be bringing back for Council consideration and input a separate contract for the playground equipment purchase.

Lastly, staff requests that Council grants the Director of Public Works authority to accept the project and issue the Notice of Completion following completion of the work. This action allows staff to act promptly upon completion of the project regarding notification to the County and release of retention to the contractor and all subcontractors and suppliers.

FINANCIAL IMPACT:

The park construction is funded by Funds 011 and 012. The approved CIP budget (including mid-term budget adjustments approved at the June 8, 2009, Council meeting) for construction of the park improvements is as follows:

Account	CIP Project #	Amount
011-2146-751-8557	66A050	\$2,167,787
012-2146-751-8557	66A050	\$2,473,195
	TOTAL	\$4,640,982

Based on the received bid and current engineer's estimate for the remaining items, the estimated costs to deliver Walker Community Park – Phase 1A are as follows:

Construction Contract	\$3,292,000
Playground Equipment and Surface	\$150,000
Synthetic Turf	\$400,000
SMUD	\$33,200
Security Cameras	\$25,000
Construction Inspection	\$60,000
Materials Testing	\$24,000
Design and Contract Admin (Stantec)	\$294,400
Demolition (completed)	\$119,000
Printing	\$4,500
State Water Resources Control Board	\$2,900
Mitigation Monitoring Plan Surveys	\$900
Contingency (7% of construction contract)	\$235,000
Total	\$4,640,900

As shown above, staff currently anticipates the budget amounts will be adequate to deliver the project. It should be noted that the available construction contingency of 7% of the construction contract is slightly lower than the standard 10%, but staff anticipates it will be adequate and will further review it concurrent with purchase of the synthetic turf and

playground equipment.

As mentioned, the park is estimated to be completed in summer 2010. The new annual operation and maintenance (including electric and water charges) costs of this new facility will be included in the budget for the 2010-2011 fiscal year.

ATTACHMENTS:

- Resolution
- Bid Forms for lowest responsive bidder
- Bid Summary

CITY OF GALT
SACRAMENTO COUNTY, CALIFORNIA

BID FORM

Project Title: WALKER COMMUNITY PARK - PHASE 1A

Project No. 66A050

SUBMIT BID TO:

**City Clerk's Office
City of Galt
380 Civic Drive
Galt, CA 95632**

BID OPENING:

**City Clerk's Office
City of Galt
380 Civic Drive
Galt, CA 95632**

**NO LATER THAN: 2:05 P.M.
DATE OF BID:**

**APPROXIMATELY 2:15 P.M.,
SAME DAY**

TO: Honorable City Council of the City of Galt, Sacramento County, State of California

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ADDENDUM ATTACHMENT 2-1

I. BID:

Pursuant to your published Notice to Contractors for the above-referenced project, and in accordance with the approved Plans and Specifications for that project, the following bid for said entire project is submitted by the firm indicated on this Bid Form.

BID SCHEDULE
PROJECT NO. 66A050
WALKER COMMUNITY PARK - PHASE 1A

BASE BID					
Item	Description	Approx. quantity	Unit	Unit price, dollars	Total bid item price, dollars
1.	Site Preparation: Clearing, Grubbing, Demolition, Pavement Sawcutting, Erosion and Sediment Control, Temporary Construction Fence, Construction Surveying, Site Staking and Layout	1	l.s.	105,620.00	105,620.00
2.	Site Grading	1	l.s.	210,000.00	210,000.00
3.	Storm Drain System: Storm Drain Manholes, Catch Basins, Drain Inlets, Play Area Drain Inlets (including Drain Rock and Geotextile Fabric) Area Drains, Outfall Structures, PVC, HDPE, RCP, and CMP Storm Drain Pipe	1	l.s.	287,000.00	287,000.00
4.	Sanitary Sewer System: Sanitary Sewer Manholes, Sanitary Sewer Yard Drain, Sanitary Sewer Cleanouts, Sanitary Sewer Drain Pipe and Connection to Existing Sanitary Sewer Pipe	1	l.s.	83,500.00	83,500.00
5.	Domestic Water System: Ductile Iron Water Mains, Domestic Water Gate Valves, Reducers, Fire Hydrant Assemblies, Water Meters (for both irrigation and domestic service), Domestic Water Lateral Lines, and Connection to Existing Water Service.	1	l.s.	247,500.00	247,500.00
6.	Asphalt Concrete Paving (including Aggregate Base) and Trench Patch Existing Asphalt Concrete Paving	1	l.s.	254,000.00	254,000.00
7.	Portland Cement Concrete Flatwork, Concrete Crosswalks and Curb Ramps (including Aggregate Base)	1	l.s.	192,000.00	192,000.00
8.	Portland Cement Concrete Curbs, Curb and Gutter, Mowstrips, Play Area Concrete Curb, Play Area Transition Curb (including Aggregate Base)	1	l.s.	81,500.00	81,500.00
9.	Chain Link Fences and Gates (including the concrete mowstrips)	1	l.s.	71,500.00	71,500.00

ADDENDUM ATTACHMENT 2-1

	below the fence)				
10.	Irrigation System: PVC Mainline and Lateral Pipes, Sleeves, Sprayheads, Rotors, Tree Root Watering Assemblies, Gate Valves, Quick Coupling Valves, Remote Control Valves, Automatic Sprinkler Controller, Decoders, Two-Wire Path, Master Valve, Flow Sensor, Booster Pump Assembly, Reduced Pressure Backflow Preventers, Hose Bib, Valve Boxes, Ball Valves and Related Appurtenances	1	l.s.	266,600.00	200,000.00
11.	Landscape Planting: Soil Amendments, Non-Irrigated Hydroseed, Turf from Stolons, 15 Gallon Trees, 5 Gallon Shrubs, 1 Gallon Shrubs, Pre-Emergent, Bark Mulch and Root Barriers	1	l.s.	113,000.00	113,000.00
12.	Plant Establishment Period 365 Calendar Days	1	l.s.	45,000.00	45,000.00
13.	Park Sign & Concrete Base	1	l.s.	7,860.00	7,860.00
14.	Park Benches (with and without Backs)	1	l.s.	3,510.00	3,510.00
15.	Trash and Recycling Receptacles	1	l.s.	6,650.00	6,650.00
16.	Picnic Tables	1	l.s.	19,050.00	19,050.00
17.	Drinking Fountains	4	l.s.	-	-
18.	Bicycle Racks	1	l.s.	3,000.00	3,000.00
19.	Barbeque Grills	1	l.s.	3,560.00	3,560.00
20.	Tree Grates	1	l.s.	5,500.00	5,500.00
21.	Soccer Goals	1	l.s.	13,500.00	13,500.00
22.	Flag Pole	1	l.s.	2,950.00	2,950.00
23.	Shade Structures	1	l.s.	57,000.00	57,000.00
24.	Pre-Fabricated Restroom Building "A" Base Preparation Utility Connections, Furnish and Install Prefabricated Restroom Building "A"	1	l.s.	132,000.00	132,000.00
25.	Fold Down Bollard	1	l.s.	4,700.00	4,700.00
26.	Vehicle Access Gate	1	l.s.	4,800.00	4,800.00
27.	Pavement Striping and Signage and Parking Lot Wheelstops	1	l.s.	7,300.00	7,300.00
28.	Lighting and Electrical System (excluding lighting, standards, conduit and wiring for the field lighting for soccer fields 1 and 2; see ADDITIVE ALTERNATE B bid item)	1	l.s.	238,000.00	238,000.00

TOTAL BASE BID (in figures) Items 1 through 28	2,400,000.00
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ADDENDUM ATTACHMENT 2-1

ADDITIVE ALTERNATE A					
		1	ls.		
29.	To construct all shown on the plans within the limits of the "ADD ALTERNATIVE A" boundary, which shall include, but shall not be limited to the following list: Synthetic Turf Field; Geotextile Fabric, Coarse Crushed Stone Layer, Finishing Crushed Stone Layer, HDPE Flat Drain Line, 12" HDPE Perforated Perimeter Drain Pipe, Concrete Turf Anchor and Trex Header; Tube Steel Fence and Gates (including the concrete mowstrips below the fence); Combination Football/Soccer Goal; Protective Netting Assembly (Football/Soccer Field); Electronic Score Board; Fabric Shade Canopies; Lighting and Electrical Systems; Irrigation System; Landscape Planting; Final Site Grading; Storm Drain Systems; Sanitary Sewer Systems; Domestic Water Systems; Portland Cement Concrete Flatwork; Portland Cement Concrete Curbs, Curb and Gutter, Mowstrips; 365-day Plant Establishment Period; drinking fountain.			892,000.00	892,000.00

TOTAL ADDITIVE ALTERNATE A (in figures) Item 29	892,000.00
---	------------

ADDENDUM ATTACHMENT 2-1

ADDITIVE ALTERNATE B					
		1	1.s.		
30.	Soccer Fields 1 and 2: Lighting, Standards, caisson foundations and footings, conduit, wire, and connection.			260,500.00	260,500.00

TOTAL ADDITIVE ALTERNATE B (in figures) Item 30	260,500.00
---	------------

NOTES: Bidders must submit Bids for both the Base Bid and the additive alternates. It is the City's intent to award the Base Bid plus the two additive alternates, subject to available funding. The City reserves the right to award a contract for the Base Bid schedule, or the Base Bid plus either or both additive alternates, as determined by the City to be in the best interest of the City. Award of Bid, if made, shall be to the lowest responsive bidder for the work to be completed. Only one bid will be awarded and only one bidder will be selected to receive the award. The City reserves the right to reject all bids.

In the event that the product of a unit price and an estimated quantity does not equal the extended amount stated, the unit price will govern and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid

II. ADDENDA:

Acknowledgment is hereby made of receipt and incorporation of addenda number(s) 1 through 2 into this Bid.

III. BID GUARANTY:

Bid security must be a bidders bond, a certified check or cashiers check payable to the City of Galt, or cash. Bids secured by personal checks or personal guarantees will be rejected.

IV. AFFIDAVIT OF NONCOLLUSION:

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

V. SUBCONTRACTOR LISTING

In accordance with the California Public Contract Code, Division 2, Part 1, Chapter 4, Section 4100, and following, the subcontractors listed on the Bid Form attachment will perform the indicated work of improvement on the project.

VI. ATTACHMENTS:

The bidder shall complete all parts of, and submit with his/her bid, the following attachments:

- A. Statement of Experience of Bidder
- B. Designation of Subcontractors. In accordance with the California Public Contract Code, Division 2, Part 1, Chapter 4, Section 4100 and the following, the

subcontractors listed on Attachment B to the Bid Form will perform the indicated work of improvement on this project.

- C. Additional Experience Statements such as subcontractor experience; supplier listing; or other.
- D. Bidder's Bond

In addition, the following attachments require submittal upon contract award:

- E. Performance Bond
- F. Payment Bond

VII. TYPE OF BUSINESS:

- CORPORATION: STATE OF INCORPORATION: CALIFORNIA
- PARTNERSHIP
- JOINT VENTURE
- PRIVATE INDIVIDUAL
- INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

VIII. CONTRACTOR INFORMATION

Firm Name: Goodland Landscape Construction, LLC Contractor's License Number: 710914
Address: 2455 N. Naglee Rd. #402 Tracy, CA 95304 License Classification: A, C27
Telephone: 209-825-9956 License Expiration Date: 1/31/2010
Contractor's Federal Tax I.D. Number: 680267954

I HEREBY SWEAR AND CERTIFY UNDER PENALTY OF PERJURY THAT THE ABOVE STATEMENTS ARE TRUE.

Bid and certification by:

Signature Dana Mc [Signature] Date 9/4/09
Authorized Representative
Title President

ATTACHMENT A

STATEMENT OF EXPERIENCE OF BIDDER

The bidder has been engaged in the contracting business, under the present business name for 15 years. Experience in work of a nature similar to that covered in the proposal extends over a period of 15 years.

The bidder, as a Contractor, has never failed to satisfactorily complete a Contract awarded to him, except as follows: N/A

The following contracts have been satisfactorily completed in the last three (3) years for the persons, firm or authority indicated, and to whom reference is made:

Year	Type of Work	Contract Amount	Owner/Agency for Whom Work was Performed
09	Manuel Valverde Park	3,022,942. ⁰⁰	City of Lathrop
08	MORSE PARK	10,326,747. ⁰⁰	OSUMMISED
08	VETERANS PARK	2,708,525. ⁰⁰	City of Tracy

The following is a list of plant and equipment owned by the bidder, which is definitely available for use on the proposed work as required. Provide additional sheets if necessary.

Quantity	Name, Type and Capacity	Condition	Location
2	Backhoes w/buckets	Excellent	Tracy Yard
5/2	skidloaders/trenchers	Excellent	Tracy Yard
2/2	skidsteers/rollers	Excellent	Tracy Yard

Project Title: Walker Community Park - Phase 1A

Contractor's Firm Name: Woodland Landscape Construction, LLC

SUBMIT THIS SHEET, ADDITIONAL SHEETS, AND/OR A SIMILARLY FORMATTED DOCUMENT AS PART OF YOUR BID

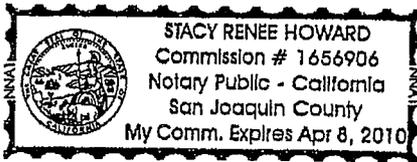
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Joaquin

On Sept. 4, 2009 before me, Stacy Renee Howard - Notary Public

personally appeared Dena Wolfham



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

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

WITNESS my hand and official seal.

Signature [Signature] Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____
 Document Date: _____ Number of Pages: _____
 Signer(s) Other Than Named Above: _____

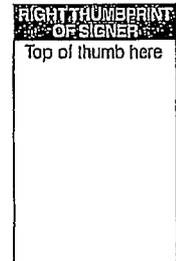
Capacity(ies) Claimed by Signer(s)

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: _____

**ADDENDUM ATTACHMENT 2-2
ATTACHMENT B**

DESIGNATION OF SUBCONTRACTORS

The following are the names and locations of places of business of all subcontractors who will perform work or labor or render service to the bidder in or about the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the total bid or in the case of bids for the construction of streets and highways, including bridges, in an amount in excess of one-half of one percent (0.5%) of the total bid or ten thousand dollars (\$10,000) whichever is greater.

Portion of Work (%)	Subcontractor Name	Address / Place of Business	CA Contractor License #
55%	O'Dell Engineering	1165 Scenic Dr STE A Modesto, CA 95350	PL5 7788
1.15%	Mark Seeding Services	P.O. Box 187 Galt, CA 95632	537905
6.00%	Fayundessan Inc.	650 Armstrong Way Oakdale, CA 95361	631141
9.41%	R&R Maher	1324 Lemon St. Room 21 Vallejo, CA 94590	508930
3.95%	Crucader Fence	315 Edd Valley Dr. Rancho Cordova, CA 95672	726527
3.81%	Bob Asphalt	1100 Asher Lane Sacramento, CA 95828	590302
14.07%	Mozingo Construct.	751 Walker Rd of Oakdale, CA 95361	702125-A
19.81%	BRC Construction	3033 I Street North Highlands, CA 95662	018800

59.35

Project Title: Walker Community Park - Phase 1A

Contractor's Firm Name: Woodland Landscape Construction, Inc.

(USE ADDITIONAL SHEETS IF NECESSARY)

SUBMIT THIS SHEET AS PART OF YOUR BID

ADDENDUM ATTACHMENT 2

ATTACHMENT C

ADDITIONAL EXPERIENCE STATEMENT

In accordance with bid item 2.29 of the technical provisions, bidders shall list a minimum of three projects in which the bidder or his qualified subcontractor(s) has successfully constructed the field preparation work (grading and subgrade preparation, geotextile fabric, storm drainage and crushed stone foundation layer) for a synthetic turf field. Bidder shall list the name of the facility, location, and date of completion.

The bidder is requested to state below the experience as stated.

See attached

Project Title: Walker Community Park - Phase IA
Contractor's Firm Name: Goodland Landscape Construction, Inc.

SUBMIT THIS SHEET AS PART OF YOUR BID



EXPERIENCE AND REFERENCES

GoodLand Landscape Construction, Inc. has a vast experience in Site Development and Landscape Construction for Commercial, Industrial, and Residential Projects, working as both General Contractor, and Subcontractor. Our Construction Experience includes Public Works Projects, such as Community Parks, Sports Fields, and School Athletic Fields. The following is a list of various completed projects.

PROJECT HISTORY

Project Name: Cubberley Turf Renovation

Owner: City of Palo Alto

Representative: Chris Rafferty 650-329-2475

Contract Amount: 1,015,770.00

Scope of Work: Synthetic Field Turf Installation

Project Name: Las Lomas High School Field Renovation

Owner: Acalanes Union High School District

Representative: Dave Humphrey: 925-376-6200

Contract Amount: 925,785.00

Scope of Work: Synthetic Field Turf Installation

Project Name: Acalanes High School Field Renovation

Owner: Acalanes Union High School District

Representative: Jaque Keller- Keller Mitchell Assoc.: 510-451-9887

Contract Amount: 1,010,000.00

Scope of Work: Synthetic Field Turf Installation.

Project Name: Cannary Park

Owner: Hayward Area Recreation Dept.

Representative: Larry Lepore: 510-455-1261

Contract Amount: 4,777,374.00

Scope of Work: Grading, Underground, Electrical, Landscape, Irrigation, Resilient Surfacing, Water Play Feature, Asphalt, Concrete, Site Furnishings.

Project Name: Morse Park

Owner: Consumes Community Services District

Representative: Sheri Noblett: 916-405-5337

Contract Amount: 6,326,747.00

Scope of Work: Sports Park; Baseball Fields, Softball Fields, Water Play Area, Picnic Area, Dog Park, Skate Park Area and Play Areas.

Project Name: Veterans Park

Owner: City of Tracy

Representative: Paul Verma: 209-831-4460

Contract Amount: 2,708,525.00

Scope of Work: Soccer Field, Baseball Field, Skate Park, Play Area and Picnic Area.

Project Name: Manuel Valverde Park

Owner: City of Lathrop

Representative: Nathan Houx: 209-941-7363

Contract Amount: 3,022,942.00

Scope of Work: Soccer Field, Baseball Field, Water Play Area, Play Area, and Picnic Area.

Project Name: Kunsting Park

Owner: Consumes Community Services District

Representative: Sheri Noblett: 916-405-5337

Contract Amount: 1,685,139.00

Scope of Work: Soccer Field, Water Play Area, Reflexology Area, Play Area, and Picnic Area.

Project Name: Sanders Park

Owner: City of Modesto

Representative: Rick Salinas 209-571-5474

Contract Amount: 2,596,899.00

Scope of Work: Grading, Underground, Electrical, Landscape, Irrigation, Asphalt, Site Furnishings, Pre-Fab Restroom Building, Water Play Feature, Resilient Surfacing and Concrete.

Project Name: Machado Dairy Park

Owner: Consumes Community Services District

Representative: Sheri Noblett: 916-405-5309

Contract Amount: 2,207,173.00

Scope of Work: Grading, Underground, Electrical, Landscape, Irrigation, Resilient Surfacing, Asphalt, Site Furnishings, and Concrete.

Project Name: Oakdale High School Renovation

Owner: Oakdale Unified School District

Representative: Tim Hern: 209-848-4884

Contract Amount: 4,954,115.00

Scope of Work: Grading, Underground, Electrical, Landscape, Irrigation, Fencing, Asphalt, Site Furnishings, and Concrete. Reno of Baseball, Softball and Soccer Fields.

Project Name: Edna Gleason Park

Owner: City of Stockton

Representative: Victor Machado: 209-937-8899

Contract Amount: 3,040,481.00

Scope of Work: Grading, Underground, Electrical, Landscape, Irrigation, Asphalt Site Furnishings, Pre-Fab Restroom Building, Water Play Feature, Joint Trench, Resilient Surfacing and Concrete.

Project Name: Freedom Park

Owner: City of Modesto

Representative: Nathan Houx 209-571-5526

Contract Amount: 2,184,262.00

Scope of Work: Grading, Underground, Electrical, Landscape, Irrigation, Asphalt, Site Furnishings, Pre-Fab Restroom Building, Water Play Feature, Resilient Surfacing and Concrete.

Project Name: Warm Springs Park Renovation

Owner: City of Fremont

Representative: Myles Herman 510-494-4700

Contract Amount: 1,741,680.00

Scope of Work: Grading, Underground, Electrical, Landscape, Irrigation, Site Furnishings, Play Equipment and Concrete.

Project Name: South Natomas Park

Owner: City of Sacramento

Representative: Sue Akayama 916-944-8100

Contract Amount: 1,593,065.00

Scope of Work: Grading, Underground, Electrical, Landscape, Irrigation, Site Furnishings, Play Equipment, and Concrete.

Project Name: Laney College

Owner: Peralta Community College

Representative: Kelly Lynch 510-709-6348

Contract Amount: 3,331,656.00

Scope of Work: Underground, Electrical, Masonry, Landscape, Irrigation, Asphalt, Site Furnishing, Tennis Court Construction and Concrete.

Project Name: Weston and Long Park

Owner: City of Stockton

Representative: Victor Machado 209-937-8899

Contract Amount: 3,707,752.00

Scope of Work: Construction of 2 new Parks, Grading, Underground, Electrical, Masonry, Landscape, Irrigation, Asphalt, Site Furnishings and Concrete.

Project Name: Woodward Park

Owner: City of Manteca

Representative: Jim Podesta (209) 239-8462

Contract Amount: \$3,275,000.00

Scope of Work: Construction of 22 acre Park, Concrete, Irrigation, Landscape, Site Furnishings, Electrical, Asphalt and Underground Utilities.

Project Name: **Burberry Park**

Owner: City of Sacramento

Representative: Roy Tatman (916) 808-5326

Contract Amount: \$1,090,263.00

Scope of Work: Construction of New Park, Concrete, Irrigation, Landscape, Site Furnishings, Electrical, Asphalt, and Underground Utilities.

Project Name: **Freedom Soccer Fields**

Owner: City of Oakley

Representative: Nancy Kaiser (925) 625-7030

Contract Amount: \$ 807,510.00

Scope of Work: Construction of Soccer Fields, Irrigation, Fencing, Landscape.

Project Name: **Detention Basin #5-20Acre Sodded Soccer Fields**

Owner: City of Tracy

Representative: Paul Verma (209) 831-4460

Contract Amount: \$1,236,682.00

Scope of Work: Construction of Sodded Soccer Fields, Irrigation, Fencing, Landscape, Top Soil Import, Parking Lot Construction.

Project Name: **Garrigan Park**

Owner: City of Stockton

Representative: Victor Machaco (209) 937-8899

Contract Amount: \$840,848.00

Scope of Work: Construction of a New Park, Landscape, Irrigation, Electrical, Skate Park, Site Furnishings, Concrete, Shade Structures and Miscellaneous Items.

Project Name: **Galli Family Park**

Owner: City of Tracy

Representative: Paul Verma (209) 831-4460

Contract Amount: \$ 965,000.00

Scope of Work: Construction of a New Park , Landscape, Irrigation, Electrical, Restroom Building, Site Furnishings, Concrete, and Miscellaneous Items.

Project Name: **Matt Equonia Park**

Owner: City of Stockton

Representative: Victor Machado (209) 937-8899

Contract Amount: \$ 1,207,655.00

Scope of Work: Construction of a New Park, Landscape, Irrigation, Electrical, Restroom Building, Site Furnishings, Concrete and Miscellaneous Items.

Project Name: **Ustach Park**

Owner: City of Modesto

Representative: Robert Snell (209) 577-5452

Contract Amount: \$1,126,248.00

Scope of Work: Construction of New Park, Landscape, Irrigation, Electrical, Restroom Building, Concrete, Site Furnishings, and Miscellaneous Items

Project Name: Cochran Park/Tilloston Parkway

Owner: Southgate Park and Recreation Department

Representative: Judy Robinson (916) 428-1171

Contract Amount: \$1,286,607.00

Scope of Work: Construction of New Park, and Extension of Parkway, Landscape Irrigation, Drainage, Electrical, Site Furnishings, Concrete, etc.

Project Name: Castlerock Field Restoration

Owner: City of Walnut Creek

Representative: Paul Causey (925) 778-4040

Contract Amount: \$ 785,000.00

Scope of Work: Construction of a New Baseball Fields.

Project Name: Nelson Park

Owner: City of Stockton

Representative: Kleinfelder & Associates-John Donat (209) 948-1345

Contract Amount: \$ 1,485,000.00

Scope of Work: Construction of a New 12 Acre Park with Restroom Building, Play Area, Sports Field Lighting and Landscape Improvements.

Project Name: Tracy Sports Park

Owner: City of Tracy

Representative: Paul Verma (209) 831-4460

Contract Amount: \$ 5,321,022.00

Scope of Work: Construction of a New 2 Acre Sports Park with (4) Softball Fields, (4) Soccer Fields, Restroom/Concession Building, Maintenance Building, Play Areas, Sports Field Lighting, and Landscape Improvements

Project Name: Santa Clara High School Athletic Field Improvement

Owner: Santa Clara Unified School District

Representative: Larry Adams, (408) 983-2055

Contract Amount: \$ 3,3

Scope of Work: Complete Renovation of Existing Athletic Fields, including a **Sand Base Football/Soccer Field with Special Sand Channel Drainage System and Bermuda Sod**, Girls Softball Field with Special Infield Mix and Drainage, Boys Baseball Field with Special Infield Mix and Drainage, Tennis Courts, Play Courts for Volleyball and Basketball, New All-Weather Running Track, Track and Field Elements, and Landscape Improvements.

Project Name: Emerald Glen Park

Owner: City of Dublin

Representative: Don Santina, City of Dublin (925) 833-6630

Contract Amount: \$ 4,283,434.00

Scope of Work: Construction of a New 17 acre Community Park with (3) Baseball Fields, (1) Soccer Field, (4) Tennis Courts, Basketball Courts, Skateboard Park, Children's Water Play Area, Restroom/Concession Building, Scorekeeper's Booths, Artificial Rock Play Area, and Landscape Improvements.

Project Name: Muirfield Neighborhood Park

Owner: City of Tracy

Representative: John Best, Assistant City Engineer, (209) 831-4456

Contract Amount: \$ 873,238.70

Scope of Work: Construction of a New 6 Acre Community Park with a Water Play Area, Basketball/Roller Hockey Court, Play Area, Concrete and Wood Arbor Picnic Structures, Multi-Purpose Grass Sports Field, and Landscape Improvements.

Project Name: Katzakian Park Improvements

Owner: City of Lodi

Representative: Wes Fujitani, Senior Civil Engineer (209) 333-6706

Contract Amount: \$ 629,984.00

Scope of Work: Construction of a New 5 Acre Community Park with Basketball Court, Parking Lot, Pedestrian Lighting, Multi-Purpose Grass Sports Field, Restroom Building, Shade Structure, Picnic and Play Area, and Landscape Improvements.

Project Name: Bayside Park, Phase 1

Owner: City of Burlingame

Representative: Frank Erbacher, PE, Assistant Director of Public Works, (650) 558-7230

Contract Amount: \$ 2,045,561.00

Scope of Work: Construction of New Community Park including completion of (1) Sand Baseball Field with Sports Field Lights and Bermuda Sod, Dog Park Area, Pedestrian/Bicycle Pathways with Lights, Scorekeepers Booth, and Landscape Improvements.

REFERENCES

Landscape Architects:

Callendar & Associates

Contact: Ben Woodside

Phone #: (916) 631-1312

Rose Associates

Contact: Don Rose

Phone #: (925) 945-1112

Royston, Hanamoto, Alley, & Abbey

Contact: James Ingles

Phone #: (415) 383-7900

City Agencies

Consumes Services District

Contact: Sheri Noblett

Phone #: (916) 405-5337

City of Lathrop

Contact: Nathan Houx

Phone #: (209) 941-7363

Callendar Associates

Contact: Shawn Sanfelleppi

Phone #: (650) 375-1313

Thomas Baak Associates

Contact: Tom Baak

Phone #: (925) 933-2583

KELLER MITCHELL ASSOC.

Contact: Jaque Keller

Phone: (510)451-9887

City of Tracy

Contact: Paul Verma

Phone #: (209) 831-4460

City of Oakley

Contact: Danny York

Phone #: 925) 625-7015

City of Union City
Contact: Nelson Kirk
Phone #: (510) 675-5355

City of Stockton
Contact: Victor Machado
Phone # (209) 937-8899

City of Palo Alto
Contact: Chris Rafferty
Phone# (650) 329-2475

Clients

Standard Pacific of Northern California
Contact: Clay Adams
(925) 847-8700

Bright Development
Contact: Norm Soares
(209) 571-9451

ATTACHMENT D

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED Goodland Landscape Construction, Inc. as principal; and The Guarantee Company of North America USA as Surety, are hereby held and bound unto the CITY OF GALT, hereinafter called the "City", in the sum of Ten Percent of Total Bid Amount dollars (\$ 10%) which sum is equal to at least ten (10) percent of the total amount of the bid for the work, payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the City a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing, for the construction of:

Walker Community Park - Phase IA Project

NOW, THEREFORE,

- (a) If the Bid is rejected, or in the alternative,
(b) If the Bid is accepted and the Principal shall sign and deliver a Contract, in the form of Contract attached hereto (all completed in accordance with said Bid and Contract), and shall in all other respects perform the agreement created by the acceptance of said Bid;

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the City may accept sub bid, and said Surety does hereby waive notice of any such extension.

Should the City file an action in a court of law to enforce this bond, the prevailing party shall be entitled to recover any and all costs and fees associated with the litigation, including but not limited to attorneys' fees and experts' fees. The parties agree that proper venue and jurisdiction for such an action will be the Superior Court of California in Sacramento County; any party's rights to other venue or jurisdiction under law (such as California Code of Civil Procedure sections 392 et seq.) are expressly waived.

IN WITNESS THEREOF, the above-bounden parties have executed this instrument under their several seals this 28th day of August, 2009, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

Principal Signature [Signature] Dena Wortham, President (Seal)
Principal Name Goodland Landscape Construction, Inc.
Business Address 2455 N. Naglee Road, #402, Tracy, CA 95304

Surety Signature [Signature]
Surety Principal Name Jenny Hon, Attorney-in-Fact
Surety Name The Guarantee Company of North America USA (Seal)
Business Address 25800 Northwestern Highway, Suite 720, Southfield, MI 48075

The rate of premium on this bond is N/A per thousand.
Total amount of premium charged \$ N/A

(Note: This bond must be signed and acknowledged by both the Principal and Surety before a Notary Public, and acknowledgments, with Notarial Seals, attached hereto. Surety must be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer.") 1/05

SUBMIT BOND OR OTHER CASH GUARANTEE AS PART OF YOUR BID



THE GUARANTEE COMPANY OF NORTH AMERICA USA
Southfield, Michigan

POWER OF ATTORNEY

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

Robert W. Babcock, Daniel Law, Lynna M. Ludwig, Jenny Hon, Aubri Lee
R. W. Babcock Insurance Brokerage, Inc.

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

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

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

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

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

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

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 15th day of November, 2007.

THE GUARANTEE COMPANY OF NORTH AMERICA USA



STATE OF MICHIGAN
County of Oakland

Stephen Dullard

Stephen Dullard, Vice President

Randall Musselman

Randall Musselman, Secretary

On this 13th day of November, 2007 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



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

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

Cynthia A. Takai

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

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 28th day of August, 2009.



Randall Musselman

Randall Musselman, Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of SANTA CLARA }

On August 28, 2009 before me, AUBRI LEE, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

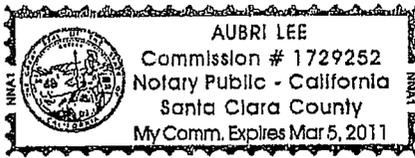
personally appeared JENNY HON
Name(s) of Signer(s)

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: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing:

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing:

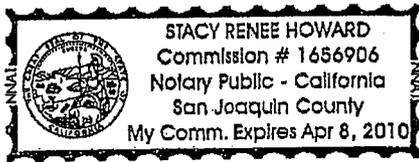
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Joaquin

On Aug. 28, 2009 before me, Stacy Renee Howard - Notary Public

personally appeared Dena Northam



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.

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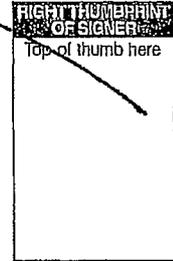
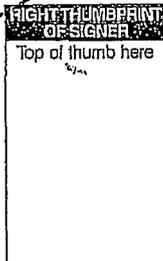
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Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____
Signer Is Representing: _____



**Apparent Low Bidder Ranking for Walker Community Park – Phase 1A
 Bid Opening- September 4, 2009
 Base Bid + Add Alt A**

	Bidder Name	Base Bid	ADD ALT A	ADD ALT B	Base Bid + ADD ALT A
1	Goodland	\$2,400,000.00	\$892,000.00	\$ 260,500.00	\$3,292,000.00
2	Parker	\$2,442,514.00	\$978,414.00	\$ 259,638.00	\$3,420,928.00
3	Biondi	\$2,710,600.00	\$919,100.00	\$ 252,900.00	\$3,629,700.00
4	Elite	\$2,580,000.00	\$1,070,000.00	\$ 285,000.00	\$3,650,000.00
5	Western Engineering Contractors	\$2,677,100.00	\$996,200.00	\$246,100.00	\$3,673,300.00
6	ValleyCrest	\$2,749,625.00	\$930,000.00	\$265,000.00	\$3,679,625.00
7	Bothman	\$2,888,000.00	\$1,013,167.00	\$318,618.00	\$3,901,167.00
8	Hemington	\$2,821,968.00	\$1,083,065.00	\$243,164.00	\$3,905,033.00
9	Reeve-Knight	\$2,898,953.00 *	\$1,043,221.00	\$302,965.00	\$3,942,174.00
10	Diede	\$2,978,123.68	\$990,000.00	\$287,000.00	\$3,968,123.68

* mathematically corrected bid

~~Base Bid + ADD ALT A below estimate of \$3.3M~~