

**DEPARTMENT OF PUBLIC WORKS
PIEDMONT HILLS UNDERGROUND ASSESSMENT DISTRICT**

BID PROPOSAL

GENTLEMEN:

The undersigned declares that he has carefully examined the location of the proposed work, that he has examined plans and specifications, and read the accompanying instructions to bidders.

In compliance with the notice calling for bids posted in three public places in the City of Piedmont, the undersigned hereby promises and agrees to execute and fully perform the contract for which bids are called in accordance with the specifications for the sum indicated below.

The quantities given in the Notice to Contractors, Proposal, and Contract forms are approximate only, being given as a basis for the comparison of Proposals, and the City does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any item or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Engineer. No allowance will be made for anticipated profit on work, which is deleted or decreased.

BASE BID: All labor, materials, transportation and services necessary for the construction, complete, of all work for the unit prices listed on the following pages:

ITEM NO.	ITEM DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	ITEM TOTAL
1	Mobilization	1	LS		4,500 ⁰⁰
2	Project Wide Traffic Control	1	LS		16,525 ⁰⁰
3	Clearing, Grubbing and Environmental Protection	1	LS		15,790 ⁰⁰
	EXCAVATE/BACKFILL UTILITY TRENCH				
4	(D) 18"X57"	530	LF	75 ⁰⁰	39,750 ⁰⁰
5	(D1) 24"X57"	3040	LF	85 ⁰⁰	258,400 ⁰⁰
6	(D2) 24"X57"	806	LF	85 ⁰⁰	68,510 ⁰⁰
7	(D3) 24"X57"	130	LF	85 ⁰⁰	11,050 ⁰⁰
8	(D4) 24"X59"	304	LF	85 ⁰⁰	25,840 ⁰⁰
9	(D5) 24"X59"	500	LF	85 ⁰⁰	42,500 ⁰⁰
10	(D6) 30"X59"	1651	LF	90 ⁰⁰	148,590 ⁰⁰
11	(D8) 30"X59"	317	LF	90 ⁰⁰	28,530 ⁰⁰
12	(D9) 24"X59"	133	LF	85 ⁰⁰	11,305 ⁰⁰
13	(D11) 36"X59"	52	LF	100 ⁰⁰	5,200 ⁰⁰
14	(F) 12"X54"	86	LF	65 ⁰⁰	5,590 ⁰⁰
15	(G) 30"X56"	200	LF	90 ⁰⁰	18,000 ⁰⁰
16	(G1) 24"X56"	407	LF	85 ⁰⁰	34,595 ⁰⁰
17	(G2) 12"X54"	77	LF	65 ⁰⁰	5,005 ⁰⁰
18	(G3) 36"X56"	83	LF	100 ⁰⁰	8,300 ⁰⁰
19	(H) 12"X39"	634	LF	60 ⁰⁰	38,040 ⁰⁰
20	(H1) 12"X41"	100	LF	60 ⁰⁰	6,000 ⁰⁰

ITEM NO.	ITEM DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	ITEM TOTAL
21	(H2) 36"x41"	68	LF	80 ⁰⁰	5,440 ⁰⁰
22	(H3) 24"x41"	37	LF	70 ⁰⁰	2,590 ⁰⁰
23	(H6) 18"x41"	127	LF	65 ⁰⁰	8,255 ⁰⁰
24	(L) 12"x31"	397	LF	60 ⁰⁰	23,820 ⁰⁰
25	(L1) 18"x31"	52	LF	65 ⁰⁰	3,380 ⁰⁰
26	(P1) 12"x53"	2366	LF	65 ⁰⁰	153,790 ⁰⁰
27	(P2) 24"x56"	172	LF	85 ⁰⁰	14,620 ⁰⁰
28	(P3) 18"x54"	308	LF	75 ⁰⁰	23,100 ⁰⁰
29	(S) 12"x48"	27	LF	65 ⁰⁰	1,755 ⁰⁰
30	(S1) 12"x48"	24	LF	65 ⁰⁰	1,560 ⁰⁰
31	(U) 12"x33"	110	LF	60 ⁰⁰	6,600 ⁰⁰
32	(V) 12"x33"	12	LF	60 ⁰⁰	720 ⁰⁰
33	(W) 12"x31"	469	LF	60 ⁰⁰	28,140 ⁰⁰
34	(W1) 12"x32"	409	LF	60 ⁰⁰	24,540 ⁰⁰
35	(W2) 12"x48"	39	LF	65 ⁰⁰	2,535 ⁰⁰
36	SHORING AND TRENCH SAFETY	1	LS		15,000 ⁰⁰
37	OVEREXCAVATION OF TRENCH DUE TO UNSUITABLE BEDDING MATERIAL	EST.	CY	175 ⁰⁰	
38	ROCK EXCAVATION (REVOCABLE)	EST.	CY	350 ⁰⁰	
39	PAVEMENT GRINDING	17,000	LF	18 ⁰⁰	306,000 ⁰⁰
40	ASPHALT CONCRETE	EST.	TON	275 ⁰⁰	
41	INSTALL STREET LIGHT SYSTEM	28	EA	3860 ⁰⁰	108,080 ⁰⁰
42	STREET LIGHT SYSTEM (SPARE)	2	EA	2890 ⁰⁰	5,780 ⁰⁰
CONDUIT WORK					
A. Pacific Gas and Electric Facilities					
43	3 inch Diameter	2400	LF	2 ⁵⁰	6,000 ⁰⁰
44	4 inch Diameter	19800	LF	3 ⁰⁰	59,400 ⁰⁰
45	6 inch Diameter	11100	LF	4 ⁰⁰	44,400 ⁰⁰
46	Capacitor Bank Pad 72"x82"	1	EA	1690 ⁰⁰	1,690 ⁰⁰
B. AT&T Facilities					
47	2 inch Diameter	7800	LF	1 ⁵⁰	11,700 ⁰⁰
48	4 inch Diameter	9500	LF	3 ⁰⁰	28,500 ⁰⁰
C. City Street Lights					
49	1-1/2" SCH. 40 PVC W/2-#8 CU & Grnd	1982	LF	2 ⁰⁰	3,964 ⁰⁰
SPLICE BOXES					
A. Pacific Gas and Electric Facilities					
50	3'X5'X4'6" Subsurface TRXFR vault	19	EA	4705 ⁰⁰	89,395 ⁰⁰
51	4'6"x8'6"x7'6" No. 7FVT Prim. Vault	3	EA	10,585 ⁰⁰	31,755 ⁰⁰
52	3'x5'x3'6" No. 5 Prim. Vault	11	EA	3870 ⁰⁰	42,570 ⁰⁰
53	4'6"x8'6"x7'6" No. 7 Prim. Vault	4	EA	8,030 ⁰⁰	32,120 ⁰⁰
54	24"x36"x18" No. 3 splice box	0	EA	665 ⁰⁰	
55	17"x36"x18" No. 2 splice box	65	EA	560 ⁰⁰	36,400 ⁰⁰
56	13"x24"x18" No. 1 splice box	1	EA	500 ⁰⁰	500 ⁰⁰
B. AT&T Facilities					
57	11"x17"x12" T1 box	32	EA	340 ⁰⁰	10,880 ⁰⁰
58	30"x48"x34" T4 box	31	EA	1615 ⁰⁰	50,065 ⁰⁰
59	36"x60"x44" T5 box	4	EA	4125 ⁰⁰	16,500 ⁰⁰
C. Comcast Facilities (Excavate Only)					
60	17"x30"x12" B-36 box	59	EA	140 ⁰⁰	8,260 ⁰⁰
61	24"Wx36"Lx24"H Node Pedestal	1	EA	140 ⁰⁰	140 ⁰⁰
62	24"x36"x24" Amp splice box	9	EA	140 ⁰⁰	1,260 ⁰⁰
D. Street Light Facilities					
63	3-1/2 SL splice box	34	EA	250 ⁰⁰	8,500 ⁰⁰
Base Bid Total					2,011,724 ⁰⁰

MS4

\$2,011,451

Note: The Base Bid, is calculated in accordance with the Contract Documents, will be used to determine the lowest bidde.

INDIVIDUAL SERVICE CONNECTIONS

Successful completion of the overall undergrounding project requires that the individual service connections between the private homes in the District and the public right of way be relocated underground. This work ("Individual Service Connections") is the responsibility of the property owners of the District. However, to facilitate completion of the overall undergrounding project, the Bidder offers to complete the Individual Service Connections at the prices set forth below. Each property owner shall have the right to accept such offer with respect to their property at any time prior to commencement of the work on the public project in the City's right of way. The Bidder further represents to the City that in the event that it becomes necessary for the City to complete any or all of the Individual Service Connections, the Bidder will perform said work at the price set forth below.

Contractor shall coordinate all work required under the Individual Service Contracts with the work performed under this Contract. The City Contract work shall not be complete, nor shall the City make the final payment (including retainage) until the Contractor has completed all work required under the Individual Service Contracts.

ITEM NO.	ITEM DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	ITEM TOTAL
64	141 Saint James Dr.	1	LS		28,350 ⁰⁰
65	135 Saint James Dr.	1	LS		11,390 ⁰⁰
66	129 Saint James Dr.	1	LS		33,830 ⁰⁰
67	125 Saint James Dr.	1	LS		33,830 ⁰⁰
68	121 Saint James Dr.	1	LS		12,190 ⁰⁰
69	115 Saint James Dr.	1	LS		26,630 ⁰⁰
70	109 Saint James Dr.	1	LS		15,300 ⁰⁰
71	105 Saint James Dr.	1	LS		13,140 ⁰⁰
72	101 Saint James Dr.	1	LS		15,510 ⁰⁰
73	142 Saint James Dr.	1	LS		46,300 ⁰⁰
74	140 Saint James Dr.	1	LS		46,300 ⁰⁰
75	110 Saint James Dr.	1	LS		36,590 ⁰⁰
76	106 Saint James Dr.	1	LS		46,300 ⁰⁰
77	100 Saint James Dr.	1	LS		33,850 ⁰⁰
78	46 La Salle Ave.	1	LS		15,350 ⁰⁰
79	44 La Salle Ave.	1	LS		21,000 ⁰⁰
80	42 La Salle Ave.	1	LS		18,470 ⁰⁰
81	38 La Salle Ave.	1	LS		14,870 ⁰⁰
82	21 Saint James Dr.	1	LS		13,625 ⁰⁰
83	15 Saint James Dr.	1	LS		13,625 ⁰⁰
84	7 Saint James Dr.	1	LS		14,535 ⁰⁰
85	10 Saint James Dr.	1	LS		16,590 ⁰⁰
86	16 Saint James Dr.	1	LS		19,110 ⁰⁰
87	39 La Salle Ave.	1	LS		21,000 ⁰⁰
88	37 La Salle Ave.	1	LS		13,625 ⁰⁰
89	35 La Salle Ave.	1	LS		16,145 ⁰⁰
90	33 La Salle Ave.	1	LS		38,630 ⁰⁰
91	31 La Salle Ave.	1	LS		24,500 ⁰⁰
92	29 La Salle Ave.	1	LS		14,100 ⁰⁰
93	25 La Salle Ave.	1	LS		12,300 ⁰⁰
94	34 La Salle Ave.	1	LS		11,935 ⁰⁰
95	400 Hampton Rd.	1	LS		11,580 ⁰⁰
96	406 Hampton Rd.	1	LS		16,755 ⁰⁰
97	410 Hampton Rd.	1	LS		17,965 ⁰⁰
98	414 Hampton Rd.	1	LS		37,200 ⁰⁰

ITEM NO.	ITEM DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	ITEM TOTAL
99	10 Crest Rd.	1	LS		3,060 ⁰⁰
100	12 Crest Rd.	1	LS		13,185 ⁰⁰
101	18 Crest Rd.	1	LS		11,600 ⁰⁰
102	24 Crest Rd.	1	LS		16,055 ⁰⁰
103	28 Crest Rd.	1	LS		19,550 ⁰⁰
104	36 Crest Rd.	1	LS		3,060 ⁰⁰
105	44 Crest Rd.	1	LS		17,720 ⁰⁰
106	48 Crest Rd.	1	LS		11,365 ⁰⁰
107	50 Crest Rd.	1	LS		13,275 ⁰⁰
108	54 Crest Rd.	1	LS		19,730 ⁰⁰
109	58 Crest Rd.	1	LS		13,190 ⁰⁰
110	60 Crest Rd.	1	LS		17,235 ⁰⁰
111	64 Crest Rd.	1	LS		13,635 ⁰⁰
112	2 Somerset Rd.	1	LS		15,290 ⁰⁰
113	1 Crest Rd.	1	LS		14,870 ⁰⁰
114	9 Crest Rd.	1	LS		22,075 ⁰⁰
115	11 Crest Rd.	1	LS		13,620 ⁰⁰
116	15 Crest Rd.	1	LS		16,145 ⁰⁰
117	21 Crest Rd.	1	LS		19,545 ⁰⁰
118	25 Crest Rd.	1	LS		16,145 ⁰⁰
119	33 Crest Rd.	1	LS		17,660 ⁰⁰
120	39 Crest Rd.	1	LS		3,060 ⁰⁰
121	49 Crest Rd.	1	LS		3,060 ⁰⁰
122	51 Crest Rd.	1	LS		28,260 ⁰⁰
123	53 Crest Rd.	1	LS		19,075 ⁰⁰
124	57 Crest Rd.	1	LS		15,490 ⁰⁰
125	75 Crest Rd.	1	LS		18,010 ⁰⁰
126	99 Crest Rd.	1	LS		23,525 ⁰⁰
127	11 Somerset Rd.	1	LS		3,060 ⁰⁰
128	100 Crest Rd.	1	LS		3,060 ⁰⁰
129	102 Crest Rd.	1	LS		3,060 ⁰⁰
130	5440 La Salle Ave.	1	LS		3,060 ⁰⁰
131	380 Hampton Rd.	1	LS		8,385 ⁰⁰
132	390 Hampton Rd.	1	LS		13,760 ⁰⁰
133	395 Hampton Rd.	1	LS		3,060 ⁰⁰
134	5 Glen Alpine Rd.	1	LS		3,060 ⁰⁰
135	11 Glen Alpine Rd.	1	LS		3,060 ⁰⁰
136	15 Glen Alpine Rd.	1	LS		3,060 ⁰⁰
137	21 Glen Alpine Rd.	1	LS		3,060 ⁰⁰
138	25 Glen Alpine Rd.	1	LS		18,030 ⁰⁰
139	27 Glen Alpine Rd.	1	LS		3,060 ⁰⁰
140	37 Glen Alpine Rd.	1	LS		3,060 ⁰⁰
141	45 Glen Alpine Rd.	1	LS		13,420 ⁰⁰
142	51 Glen Alpine Rd.	1	LS		3,060 ⁰⁰
143	55 Glen Alpine Rd.	1	LS		3,060 ⁰⁰
144	61 Glen Alpine Rd.	1	LS		NOT ON PLANS
145	67 Glen Alpine Rd.	1	LS		13,625 ⁰⁰
146	33 Sotelo Ave.	1	LS		14,840 ⁰⁰
147	27 Sotelo Ave.	1	LS		13,625 ⁰⁰
148	52 Glen Alpine Rd.	1	LS		14,680 ⁰⁰
149	42 Glen Alpine Rd.	1	LS		14,680 ⁰⁰
150	22 Glen Alpine Rd.	1	LS		16,055 ⁰⁰
151	14 Glen Alpine Rd.	1	LS		14,680 ⁰⁰

ITEM NO.	ITEM DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	ITEM TOTAL
152	12 Glen Alpine Rd.	1	LS		19,370 ⁰⁰
153	10 Glen Alpine Rd.	1	LS		17,715 ⁰⁰
154	8 Glen Alpine Rd.	1	LS		16,055 ⁰⁰
155	6 Glen Alpine Rd.	1	LS		14,235 ⁰⁰
156	4 Glen Alpine Rd.	1	LS		9,160 ⁰⁰
157	1 Sotelo Ave.	1	LS		14,540 ⁰⁰
158	5 Sotelo Ave.	1	LS		16,055 ⁰⁰
159	7 Sotelo Ave.	1	LS		13,625 ⁰⁰
160	9 Sotelo Ave.	1	LS		13,625 ⁰⁰
161	11 Sotelo Ave.	1	LS		19,700 ⁰⁰
162	13 Sotelo Ave.	1	LS		17,270 ⁰⁰
163	15 Sotelo Ave.	1	LS		18,485 ⁰⁰
164	17 Sotelo Ave.	1	LS		13,625 ⁰⁰
165	18 Glen Alpine Rd.	1	LS		NO SERVICE
166	19 Sotelo Ave.	1	LS		19,700 ⁰⁰
167	21 Sotelo Ave.	1	LS		19,700 ⁰⁰
168	Hampton Field	1	LS		3,060 ⁰⁰
169	403 Hampton Rd.	1	LS		20,145 ⁰⁰
170	2 Glen Alpine Rd.	1	LS		3,060 ⁰⁰
171	4 Sotelo Ave.	1	LS		18,485 ⁰⁰
172	6 Sotelo Ave.	1	LS		13,790 ⁰⁰
173	8 Sotelo Ave.	1	LS		22,080 ⁰⁰
174	12 Sotelo Ave.	1	LS		13,625 ⁰⁰
175	16 Sotelo Ave.	1	LS		13,625 ⁰⁰
176	24 Sotelo Ave.	1	LS		13,625 ⁰⁰
177	32 Sotelo Ave.	1	LS		15,000 ⁰⁰
178	36 Sotelo Ave.	1	LS		23,250 ⁰⁰
179	42 Soelo Ave.	1	LS		26,660 ⁰⁰
180	46 Sotelo Ave.	1	LS		3,060 ⁰⁰
181	50 Sotelo Ave.	1	LS		13,625 ⁰⁰
182	54 Sotelo Ave.	1	LS		13,625 ⁰⁰
183	58 Sotelo Ave.	1	LS		13,625 ⁰⁰
184	60 Sotelo Ave.	1	LS		15,280 ⁰⁰
185	70 Sotelo Ave.	1	LS		3,060 ⁰⁰
186	141 Glen Alpine Rd.	1	LS		NOT ON PLANS
187	75 Glen Alpine Rd.	1	LS		33,290 ⁰⁰
188	71 Glen Alpine Rd.	1	LS		33,290 ⁰⁰
189	66 Calvert Ct.	1	LS		16,940 ⁰⁰
190	58 Calvert Ct.	1	LS		16,450 ⁰⁰
191	50 Calvert Ct.	1	LS		11,960 ⁰⁰
192	42 Calvert Ct.	1	LS		16,940 ⁰⁰
193	34 Calvert Ct.	1	LS		20,150 ⁰⁰
194	26 Calvert Ct.	1	LS		13,790 ⁰⁰
195	18 Calvert Ct.	1	LS		3,060 ⁰⁰
196	19 Calvert Ct.	1	LS		13,185 ⁰⁰
197	25 Calvert Ct.	1	LS		14,185 ⁰⁰
198	33 Calvert Ct.	1	LS		17,270 ⁰⁰
199	41 Calvert Ct.	1	LS		11,960 ⁰⁰
200	53 Calvert Ct.	1	LS		11,960 ⁰⁰
201	61 Calvert Ct.	1	LS		11,960 ⁰⁰
202	73 Calvert Ct.	1	LS		13,200 ⁰⁰
203	81 Calvert Ct.	1	LS		13,790 ⁰⁰
204	85 Calvert Ct.	1	LS		11,960 ⁰⁰
205	90 Calvert Ct.	1	LS		NO SERVICE

ITEM NO.	ITEM DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	ITEM TOTAL
206	105 Calvert Ct.	1	LS		9,620 ⁰⁰
207	135 Calvert Ct.	1	LS		21,800 ⁰⁰
208	143 Calvert Ct.	1	LS		11,960 ⁰⁰
209	111 Calvert Ct.	1	LS		13,625 ⁰⁰
210	129 Calvert Ct.	1	LS		19,815 ⁰⁰
211	109 Calvert Ct.	1	LS		11,600 ⁰⁰

IMPORTANT: All proposals offered shall be accompanied by a cashier's check or a check certified by a responsible bank, payable to the order of the City of Piedmont for an amount not less than ten (10%) percent of the aggregate of the proposal; and no proposal shall be considered unless accompanied by such check except that an acceptable Bidder's Bond in like amount may be substituted therefor.

The undersigned further agrees that in case of default in executing the required contract, with necessary bonds, within ten (10) days, not including Sunday, after having received notice that the contract is ready for signature, the proceeds of the check or bond accompanying his bid shall become the property of the City of Piedmont.

The undersigned acknowledges the receipt of the following addenda to the drawings and specifications.

<u>Addendum No.</u>	<u>Date</u>	<u>Addendum No.</u>	<u>Date</u>
<u>1</u>	<u>2/19/09</u>	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

State California

License No. 606314

Classification A, B, C-10 & C-36

Expiration Date 11/10

Signature of bidder SMITH DENISON CORPORATION (If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individual co partnership, state the firm. If a corporation, also names of president, secretary, treasurer, and manager, and manager thereof.)

DOUGLAS K. ARNDT PRESIDENT/
RECORDS
OLIVER HILLMAN CEO/SECRETARY

Dated March 2, 2009

Business Address: SMITH DENISON
500 Greenville Rd
Livorno, CA 94550

INFORMATION REQUIRED OF BIDDER

The bidder shall furnish the following information. Additional sheets may be attached if necessary.

1. Name and Address:

SMITH PIEDMONT CONSTRUCTION CO.
500 GREENVILLE
LIVERMORE CA 94550

2 Type of Firm
(Check One):
Individual
Partnership
Corporation

3. Telephone: (925) 606-4433

4. a. If a Corporation: State of Incorporation CA

Location of Head Office (if different from above) _____

Names and Titles of Officers:

DOUGLAS BIRKHEAD PRESIDENT/TREASURER
OLIVER MCALISTER CFO/SECRETARY

b. If a Partnership:

Names and Addresses of Each General and Limited Partner:

5. Number of years as contractor in construction work of this type: 32

NOTE: If requested by the Owner, the bidder shall furnish a notarized financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of bidder's current financial condition.

BID GUARANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WE, _____ AS PRINCIPAL, AND AS SURETY, are held and firmly bound unto the **City of Piedmont** in the penal sum of 10 PERCENT OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the **City of Piedmont** for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the **City of Piedmont** to which said bid was submitted, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents, in no case shall the liability of the surety hereunder exceed the sum of \$ _____

THE CONDITION OF THIS OBLIGATION IS SUCH

THAT WHEREAS, the Principal has submitted the above-mentioned bid to the **City of Piedmont**, aforesaid, for certain construction specifically described as follows, for which bids are to be opened at **120 Vista Avenue, Piedmont, California 94611**.

FOR: PIEDMONT HILLS UNDERGROUND ASSESSMENT DISTRICT

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him/her for signature enters into a written contract in the prescribed form, in accordance with the bid, and files two bonds with the **City of Piedmont**, one to guarantee faithful performance, and the other to guarantee payment for labor and materials as required by law, and provide certificate of insurance coverage required by the Contract Documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we have hereunto set our hands on this _____ day of _____, 20____.

Name of Contractor

Name of Surety

Title of Signator

Title of Signator

Signature of Principal

Signature of Surety

Address: _____

Address: _____

Note: Signatures of those executing for the surety must be properly acknowledged.

See Attached

BID GUARANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WE, Smith Denison Construction Co., (Inc.) AS PRINCIPAL, AND AS SURETY, are held and firmly bound unto the **City of Piedmont** in the penal sum of 10 PERCENT OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the **City of Piedmont** for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the **City of Piedmont** to which said bid was submitted, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents, in no case shall the liability of the surety hereunder exceed the sum of \$ 10% of bid.

THE CONDITION OF THIS OBLIGATION IS SUCH

THAT WHEREAS, the Principal has submitted the above-mentioned bid to the **City of Piedmont**, aforesaid, for certain construction specifically described as follows, for which bids are to be opened at **120 Vista Avenue, Piedmont, California 94611**.

FOR: PIEDMONT HILLS UNDERGROUND ASSESSMENT DISTRICT

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him/her for signature enters into a written contract in the prescribed form, in accordance with the bid, and files two bonds with the **City of Piedmont**, one to guarantee faithful performance, and the other to guarantee payment for labor and materials as required by law, and provide certificate of insurance coverage required by the Contract Documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we have hereunto set our hands on this 27th day of February, 2009.

Smith Denison Construction Co., (Inc.)

Name of Contractor

Cody H. [Signature] CEO

Title of Signator

[Signature]

Signature of Principal

Address: UVERMORE, CA

AMCO Insurance Company

Name of Surety

Jeanne Winter - Attorney In Fact

Title of Signator

[Signature]

Signature of Surety

Address: Des Moines, Iowa

Note: Signatures of those executing for the surety must be properly acknowledged.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS That AMCO Insurance Company, a corporation organized under the laws of the State of Iowa, with its principal office in the City of Des Moines, Iowa, hereinafter called "Company", does hereby make, constitute and appoint
WAYNE M. RUDICK
JEANNE A. WINTER
MARARET D. HOTTING

PLEASANTON CA

each in his individual capacity, its true and lawful Attorney-In-Fact with full power and authority to sign, seal, and execute in its behalf any and all bonds and undertakings and other obligatory instruments of similar nature (except bonds guaranteeing the payment of principal and interest of notes, mortgage bonds and mortgages) in penalties not exceeding the sum of

FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$ 500,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all 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 following By-Laws duly adopted by the Board of Directors of the Company.

ARTICLE 7 EXECUTION OF CONTRACTS

"Section 7.4 Instruments Issued by the Corporation. Bonds, undertakings, and other obligatory instruments of similar nature, other than insurance policies and insurance endorsements, issued by the Corporation shall be validly executed and binding on the Corporation when signed by the President or a Vice President or by the Attorney(s)-In-Fact appointed by the President or by a Vice President."

"Section 7.5 Appointment of Agents. The President or a Vice President shall have the power to appoint agents of the Corporation, or other persons, as Attorney(s)-In-Fact to act on behalf of the Corporation in the execution of bonds, undertakings, and other obligatory instruments of similar nature, other than insurance policies and endorsements, with full power to bind the Corporation by their signature and execution of any such instrument. The appointment of such Attorney(s)-In-Fact shall be accomplished by Powers of Attorney signed by the President or the Vice President."

This Power of Attorney is signed and sealed by facsimile under and by the following By-Laws duly adopted by the Board of Directors of the Company.

ARTICLE 7 EXECUTION OF CONTRACTS

"Section 7.6 Verifications. The Secretary, or any Assistant Secretary, is authorized to certify that any such Power of Attorney signed is validly executed and binding on the Corporation and to certify that any bond, undertaking, or obligatory instrument of similar nature, other than insurance policies and endorsements, to which the Power of Attorney is attached is and shall continue to be a valid and binding obligation of the Corporation, according to its terms, when executed by Attorney(s)-In-Fact appointed by the President or Vice President."

"Section 7.7 Use of Corporate Seal. It shall not be necessary to the valid execution and binding effect on the Corporation of any bond, undertaking, or obligatory instrument of similar nature, other than insurance policies and endorsements, signed on behalf of the Corporation by the President or a Vice President, or Attorney(s)-In-Fact appointed by the President or a Vice President, or of any Power of Attorney executed on behalf of the Corporation appointing Attorney(s)-In-Fact to act for the Corporation, or of any certificate to be executed by the Secretary or an Assistant Secretary, as hereinabove in Sections 7.4, 7.5, and 7.6 provided, that the corporate seal be affixed to any such instrument, but the person authorized to sign such instrument may affix the corporate seal. A facsimile corporate seal affixed to any such instrument shall be as effective and binding as the original seal."

"Section 7.8 Other Facsimile Signatures. A facsimile signature of the President or of a Vice President affixed to any bond, undertaking, or obligatory instrument of similar nature, other than policies and endorsements, or to a Power of Attorney signed by such President or a Vice President, as herein in Sections 7.4 and 7.5 provided, or a facsimile signature of the Secretary or of an Assistant Secretary to any certificate as herein in Section 7.6 provided, shall be effective and binding upon the Corporation with the same force and effect as the original signatures of any such officers."

"Section 7.9 Former Officers. A facsimile signature of a former officer shall be of the same validity as that of an existing officer, when affixed to any insurance policy or insurance endorsement, any bond or undertaking, any Power of Attorney or certificate, as herein in Sections 7.1, 7.2, 7.4, 7.5, and 7.6 provided."

IN WITNESS WHEREOF, the Company has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed this 21 day of AUGUST, 2006

AMCO INSURANCE COMPANY

By: *Brett Harman* Vice President

STATE OF IOWA
COUNTY OF POLK ss



On this 21 day of AUGUST, 2006 before me personally came Brett Harman, to me known, who, being by me duly sworn, did depose and say that he is Vice President of AMCO Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation, that the seal affixed to said instrument is such corporation seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he has signed his name thereto pursuant to like authority, and acknowledged the same to be the act and deed of said corporation.



Sandy Alitz *Sandy Alitz*
Notary Public in and for the State of Iowa

CERTIFICATE

I, the undersigned, Assistant Secretary of AMCO Insurance Company, a corporation organized under the laws of the State of Iowa, do hereby certify that the foregoing Power of Attorney is still in force, and further certify that Sections 7.4 through 7.9 inclusion of Article 7 of the By-Laws of the Company set forth in said Power of Attorney are still in force.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed the seal of the company this 27th day of February, 2009

21549

This Power of Attorney expires
08/21/09



John Delaney
Assistant Secretary

ACKNOWLEDGMENT

State of California

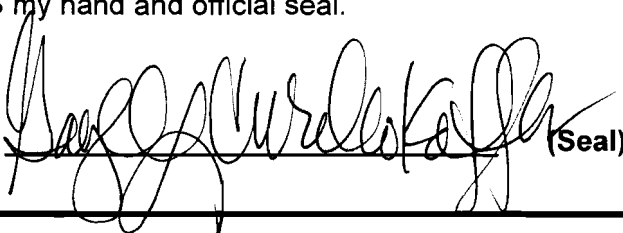
County of Alameda

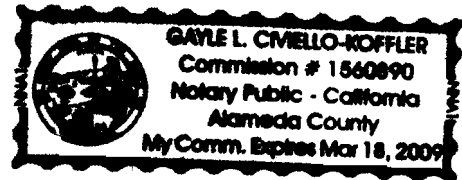
On February 27, 2009 before me, Gayle L. Civello-Koffler
(insert name and title of the officer)

personally appeared Jeanne Winter,
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)



ACKNOWLEDGMENT

State of California
County of ALAMEDA)

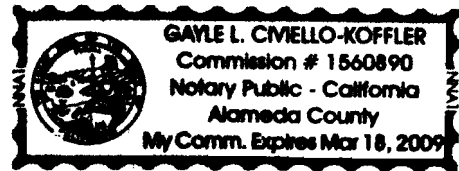
On February 27, 2009 before me, Gayle L. Civiello-Koffler, Notary Public
(insert name and title of the officer)

personally appeared Cindy McCaustland,
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)



CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS

The undersigned Bidder certifies that it is, at the time of bidding, and shall be, throughout the period of the contract, licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California, to do the type of work contemplated in the Contract Documents. Bidder shall further certify that it is skilled and regularly engaged in the general class and type of work called for in the Contract Documents. In accordance with Public Contract Code Section 20103.5, any Bidder not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractor's State License Board.

The Bidder represents that it is competent, knowledgeable, and has special skills on the nature, extent, and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

The Bidder shall list below five (5) projects completed in the last seven (7) years of similar size and complexity that indicate the Bidder's experience as a Contractor.

1. Project Name Byron Rd. Rmk 20, Mountain House, CA
Owner: Shea Mountain House LLC
Construction Cost: \$ 1,219,915
Construction Time: 254 Calendar Days
Owner's Representative: Chris Johnson
Owner's Telephone No.: (925) 382-0122
Date of Substantial Completion: October 2008
2. Project Name: Zephyr Gate, Oakland, CA
Owner: Pulte Homes
Construction Cost: \$ 825,660⁰⁰
Construction Time: 144 Calendar Days
Owner's Representative: Tim Fisher
Owner's Telephone No.: (925) 249-3293
Date of Substantial Completion: December 2008

3. Project Name: Galashaus, Emeryville, CA
 Owner: Pulte Homes
 Construction Cost: \$ 1,102,517⁰⁰
 Construction Time: 210 Calendar Days
 Owner's Representative: Tim Fisher
 Owner's Telephone No.: (925) 249-3293
 Date of Substantial Completion: _____
4. Project Name: Land Park IA Backbone, Lathrop, CA
 Owner: Richland America
 Construction Cost: \$ 1,476,823⁰⁰
 Construction Time: 279 Calendar Days
 Owner's Representative: Stan Ploof
 Owner's Telephone No.: (925) 595-5965
 Date of Substantial Completion: June 2008
5. Project Name: Mare Island
 Owner: Lennar Homes
 Construction Cost: \$ 2,051,906⁰⁰
 Construction Time: 489 Calendar Days
 Owner's Representative: Brian McDonough
 Owner's Telephone No.: (707) 310-2204
 Date of Substantial Completion: December 2007

Smith Davison Construction Co.

Name of Bidder

606314 A,B,C-10 & C-36 11/10

Contractor's License #/Expiration

[Signature]

Signature of Bidder

Old Secretary
 Title of Signator

PROPOSED SUBCONTRACTORS

The Subletting And Subcontracting Fair Practices Act requires that any person (or entity) making a bid or offer to perform a contract shall, in his or her bid or offer, set forth the following:

1) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or in the case of bids or offers for the construction of streets or highways, including bridges in excess of one-half or 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

2) The portion of work that will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each portion of work as is defined by the prime contractor in his or her bid or offer.

These requirements apply to the information required relating to subcontractors certified as minority or women business enterprises. For purposes of this requirement, "subcontractor" and "prime contractor" shall have the same meaning as those terms are defined in Section 4113 of the Public Contracts Code.

(Additional supporting data may be attached to this page. Each page shall be sequentially numbered, and headed "Proposed Subcontractors" and shall be signed.)

<u>Name</u>	<u>Business Address</u>	<u>Description of Work</u>	<u>% of Work</u>
RANSOME COMPANY	1933 WILLIAMS ST SAN LEANDRO, CA 94577	Paving & Concrete	17%
NATIONAL CONCRETE CUTTING	4634 WATERLOO STOCKTON, CA 95215	Saw cutting	1%
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

[Signature]
Signature of Bidder

SMITH DESIGN CONSTRUCTION CO.
Name of Bidder

NON-COLLUSION AFFIDAVIT

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

State of California }
County of ALAMEDA } ss

CINDY MCCOUSTON; being first duly sworn, deposes and says that he
or she is

City Secretary SHIRAZ DEKISO City Council 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 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 the effectuate a collusive or sham bid.

By [Signature] City Secretary 3/2/09

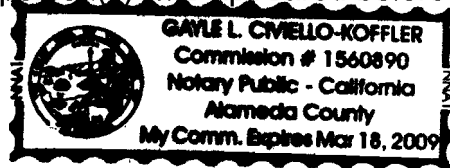
personally known to me OR proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the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

Subscribed and sworn to before me on _____
[Signature]
(Notary Public)

State of California
County of ALAMEDA

Subscribed and sworn to (or affirmed) before me on this 2nd
day of March, 2009, by Cindy McCaustland

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



(Seal)

Signature

A handwritten signature in cursive script, appearing to read "Gavle L. Civiello-Koffler". The signature is written in black ink and extends to the right of the "Signature" label.