

**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	—	67,186.00
2	Project Wide Traffic Control	1	LS	—	65,000.00
3	Clearing, Grubbing and Environmental Protection	1	LS	—	14,160.00
EXCAVATE/BACKFILL UTILITY TRENCH					
4	(D) 18"X57"	530	LF	73.00	38,640.00
5	(D1) 24"X57"	3040	LF	99.00	300,960.00
6	(D2) 24"X57"	806	LF	99.00	79,794.00
7	(D3) 24"X57"	130	LF	99.00	12,870.00
8	(D4) 24"X59"	304	LF	103.00	31,312.00
9	(D5) 24"X59"	500	LF	103.00	51,500.00
10	(D6) 30"X59"	1651	LF	130.00	214,630.00
11	(D8) 30"X59"	317	LF	130.00	41,210.00
12	(D9) 24"X59"	133	LF	103.00	13,699.00
13	(D11) 36"X59"	52	LF	154.00	8,008.00
14	(F) 12"X54"	86	LF	105.00	9,030.00
15	(G) 30"X56"	200	LF	123.00	24,600.00
16	(G1) 24"X58"	407	LF	97.00	39,479.00
17	(G2) 12"X54"	77	LF	56.00	4,312.00
18	(G3) 36"X56"	83	LF	149.00	12,367.00
19	(H) 12"X39"	634	LF	78.00	49,452.00
20	(H1) 12"X41"	100	LF	78.00	7,800.00

ITEM NO.	ITEM DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	ITEM TOTAL
21	(H2) 36"X41"	68	LF	106.00	7,208.00
22	(H3) 24"X41"	37	LF	69.00	2,553.00
23	(H6) 18"X41"	127	LF	50.00	6,350.00
24	(L) 12"X31"	397	LF	58.00	23,026.00
25	(L1) 18"X31"	52	LF	50.00	2,600.00
26	(P1) 12"X53"	2366	LF	103.00	243,698.00
27	(P2) 24"X56"	172	LF	97.00	16,684.00
28	(P3) 18"X54"	308	LF	69.00	21,252.00
29	(S) 12"X48"	27	LF	93.00	2,511.00
30	(S1) 12"X48"	24	LF	93.00	2,232.00
31	(U) 12"X33"	110	LF	62.00	6,820.00
32	(V) 12"X33"	12	LF	62.00	744.00
33	(W) 12"X31"	469	LF	58.00	27,202.00
34	(W1) 12"X32"	409	LF	60.00	24,540.00
35	(W2) 12"X48"	39	LF	93.00	3,627.00
36	SHORING AND TRENCH SAFETY	1	LS	-	15,000.00
37	OVEREXCAVATION OF TRENCH DUE TO UNSUITABLE BEDDING MATERIAL	EST.	CY	100.00	100.00
38	ROCK EXCAVATION (REVOCABLE)	EST.	CY	275.00	275.00
39	PAVEMENT GRINDING	17,000	LF	0	0
40	ASPHALT CONCRETE	EST.	TON	257.00	257.00
41	INSTALL STREET LIGHT SYSTEM	28	EA	8220.00	230,160.00
42	STREET LIGHT SYSTEM (SPARE)	2	EA	4210.00	8420.00
CONDUIT WORK					
A. Pacific Gas and Electric Facilities					
43	3 inch Diameter	2400	LF	1.59	3816.00
44	4 inch Diameter	19800	LF	3.42	67716.00
45	6 inch Diameter	11100	LF	4.50	49,950.00
46	Capacitor Bank Pad 72"x82"	1	EA	1,000.00	1,000.00
B. AT&T Facilities					
47	2 inch Diameter	7800	LF	1.31	10,218.00
48	4 inch Diameter	9500	LF	3.42	32,490.00
C. City Street Lights					
49	1-1/2" SCH. 40 PVC W/2-#8 CU & Gmd	1982	LF	2.00	3964.00
SPLICE BOXES					
A. Pacific Gas and Electric Facilities					
50	3'X5'X4'6" Subsurface TRXFR vault	19	EA	7865.00	149,435.00
51	4'6"x8'6"x7'6" No. 7 FVT Prim. Vault	3	EA	15,000.00	45,000.00
52	3'x5'x3'6" No. 5 Prim. Vault	11	EA	7865.00	86,515.00
53	4'6"x8'6"x7'6" No. 7 Prim. Vault	4	EA	15,000.00	60,000.00
54	24"x36"x18" No. 3 splice box	0	EA	600.00	
55	17"x36"x18" No. 2 splice box	65	EA	450.00	29,250.00
56	13"x24"x18" No. 1 splice box	1	EA	150.00	150.00
B. AT&T Facilities					
57	11"x17"x12" T1 box	32	EA	126.00	4,032.00
58	30"x48"x34" T4 box	31	EA	900.00	27,900.00
59	36"x60"x44" T5 box	4	EA	7865.00	31,460.00
C. Comcast Facilities (Excavate Only)					
60	17"x30"x12" B-36 box	59	EA	100.00	5,900.00
61	24"Wx36"Lx24"H Node Pedestal	1	EA	100.00	100.00
62	24"x36"x24" Amp splice box	9	EA	100.00	900.00
D. Street Light Facilities					
63	3-1/2 SL splice box	34	EA	100.00	3400.00
Base Bid Total					2,344,514.00

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

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		12,073.00
65	135 Saint James Dr.	1	LS		16,303.00
66	129 Saint James Dr.	1	LS		13,468.00
67	125 Saint James Dr.	1	LS		13,187.00
68	121 Saint James Dr.	1	LS		10,000.00
69	115 Saint James Dr.	1	LS		13,218.00
70	109 Saint James Dr.	1	LS		15,185.00
71	105 Saint James Dr.	1	LS		15,268.00
72	101 Saint James Dr.	1	LS		13,273.00
73	142 Saint James Dr.	1	LS		29,732.00
74	140 Saint James Dr.	1	LS		39,896.00
75	110 Saint James Dr.	1	LS		26,365.00
76	106 Saint James Dr.	1	LS		26,167.00
77	100 Saint James Dr.	1	LS		34,153.00
78	46 La Salle Ave.	1	LS		116,546.00
79	44 La Salle Ave.	1	LS		19,058.00
80	42 La Salle Ave.	1	LS		19,208.00
81	38 La Salle Ave.	1	LS		14,960.00
82	21 Saint James Dr.	1	LS		10,000.00
83	15 Saint James Dr.	1	LS		11,878.00
84	7 Saint James Dr.	1	LS		15,031.00
85	10 Saint James Dr.	1	LS		21,332.00
86	16 Saint James Dr.	1	LS		28,235.00
87	39 La Salle Ave.	1	LS		15,966.00
88	37 La Salle Ave.	1	LS		11,612.00
89	35 La Salle Ave.	1	LS		11,776.00
90	33 La Salle Ave.	1	LS		13,063.00
91	31 La Salle Ave.	1	LS		12,226.00
92	29 La Salle Ave.	1	LS		11,473.00
93	25 La Salle Ave.	1	LS		13,979.00
94	34 La Salle Ave.	1	LS		13,323.00
95	400 Hampton Rd.	1	LS		12,556.00
96	406 Hampton Rd.	1	LS		15,410.00
97	410 Hampton Rd.	1	LS		18,286.00
98	414 Hampton Rd.	1	LS		24,634.00

ITEM NO.	ITEM DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	ITEM TOTAL
99	10 Crest Rd.	1	LS		0.00
100	12 Crest Rd.	1	LS		15,895.00
101	18 Crest Rd.	1	LS		13,639.00
102	24 Crest Rd.	1	LS		15,597.00
103	28 Crest Rd.	1	LS		20,411.00
104	36 Crest Rd.	1	LS		0.00
105	44 Crest Rd.	1	LS		19,892.00
106	48 Crest Rd.	1	LS		17,413.00
107	50 Crest Rd.	1	LS		16,070.00
108	54 Crest Rd.	1	LS		17,482.00
109	58 Crest Rd.	1	LS		12,463.00
110	60 Crest Rd.	1	LS		16,789.00
111	64 Crest Rd.	1	LS		17,474.00
112	2 Somerset Rd.	1	LS		6,168.00
113	1 Crest Rd.	1	LS		16,456.00
114	9 Crest Rd.	1	LS		13,537.00
115	11 Crest Rd.	1	LS		12,342.00
116	15 Crest Rd.	1	LS		16,658.00
117	21 Crest Rd.	1	LS		19,967.00
118	25 Crest Rd.	1	LS		16,824.00
119	33 Crest Rd.	1	LS		19,724.00
120	39 Crest Rd.	1	LS		0.00
121	49 Crest Rd.	1	LS		0.00
122	51 Crest Rd.	1	LS		33,604.00
123	53 Crest Rd.	1	LS		23,402.00
124	57 Crest Rd.	1	LS		11,609.00
125	75 Crest Rd.	1	LS		18,027.00
126	99 Crest Rd.	1	LS		15,699.00
127	11 Somerset Rd.	1	LS		11,609.00
128	100 Crest Rd.	1	LS		0.00
129	102 Crest Rd.	1	LS		0.00
130	5440 La Salle Ave.	1	LS		0.00
131	380 Hampton Rd.	1	LS		12,030.00
132	390 Hampton Rd.	1	LS		18,412.00
133	395 Hampton Rd.	1	LS		15,45.00
134	5 Glen Alpine Rd.	1	LS		12,487.00
135	11 Glen Alpine Rd.	1	LS		25,142.00
136	15 Glen Alpine Rd.	1	LS		27,109.00
137	21 Glen Alpine Rd.	1	LS		29,068.00
138	25 Glen Alpine Rd.	1	LS		0.00
139	27 Glen Alpine Rd.	1	LS		0.00
140	37 Glen Alpine Rd.	1	LS		0.00
141	45 Glen Alpine Rd.	1	LS		17,616.00
142	51 Glen Alpine Rd.	1	LS		30,071.00
143	55 Glen Alpine Rd.	1	LS		0.00
144	61 Glen Alpine Rd.	1	LS		0.00
145	67 Glen Alpine Rd.	1	LS		26,100.00
146	33 Sotelo Ave.	1	LS		15,601.00
147	27 Sotelo Ave.	1	LS		14,156.00
148	52 Glen Alpine Rd.	1	LS		17,638.00
149	42 Glen Alpine Rd.	1	LS		17,188.00
150	22 Glen Alpine Rd.	1	LS		17,241.00
151	14 Glen Alpine Rd.	1	LS		22,626.00

ITEM NO.	ITEM DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	ITEM TOTAL
152	12 Glen Alpine Rd.	1	LS		22,817.00
153	10 Glen Alpine Rd.	1	LS		20,818.00
154	8 Glen Alpine Rd.	1	LS		18,057.00
155	6 Glen Alpine Rd.	1	LS		15,132.00
156	4 Glen Alpine Rd.	1	LS		13,258.00
157	1 Sotelo Ave.	1	LS		15,308.00
158	5 Sotelo Ave.	1	LS		19,150.00
159	7 Sotelo Ave.	1	LS		19,981.00
160	9 Sotelo Ave.	1	LS		15,795.00
161	11 Sotelo Ave.	1	LS		19,293.00
162	13 Sotelo Ave.	1	LS		16,013.00
163	15 Sotelo Ave.	1	LS		16,746.00
164	17 Sotelo Ave.	1	LS		16,818.00
165	18 Glen Alpine Rd.	1	LS		0.00
166	19 Sotelo Ave.	1	LS		9,853.00
167	21 Sotelo Ave.	1	LS		9,928.00
168	Hampton Field	1	LS		19,361.00
169	403 Hampton Rd.	1	LS		0.00
170	2 Glen Alpine Rd.	1	LS		0.00
171	4 Sotelo Ave.	1	LS		21,872.00
172	6 Sotelo Ave.	1	LS		13,208.00
173	8 Sotelo Ave.	1	LS		31,328.00
174	12 Sotelo Ave.	1	LS		18,565.00
175	16 Sotelo Ave.	1	LS		27,693.00
176	24 Sotelo Ave.	1	LS		23,208.00
177	32 Sotelo Ave.	1	LS		15,933.00
178	36 Sotelo Ave.	1	LS		20,780.00
179	42 Soelo Ave.	1	LS		24,597.00
180	46 Sotelo Ave.	1	LS		15,676.00
181	50 Sotelo Ave.	1	LS		19,795.00
182	54 Sotelo Ave.	1	LS		19,420.00
183	58 Sotelo Ave.	1	LS		21,235.00
184	60 Sotelo Ave.	1	LS		23,221.00
185	70 Sotelo Ave.	1	LS		0.00
186	141 Glen Alpine Rd.	1	LS		0.00
187	75 Glen Alpine Rd.	1	LS		45,903.00
188	71 Glen Alpine Rd.	1	LS		45,875.00
189	66 Calvert Ct.	1	LS		17,768.00
190	58 Calvert Ct.	1	LS		17,575.00
191	50 Calvert Ct.	1	LS		15,415.00
192	42 Calvert Ct.	1	LS		23,422.00
193	34 Calvert Ct.	1	LS		23,422.00
194	26 Calvert Ct.	1	LS		5,349.00
195	18 Calvert Ct.	1	LS		20,493.00
196	19 Calvert Ct.	1	LS		6,795.00
197	25 Calvert Ct.	1	LS		5,350.00
198	33 Calvert Ct.	1	LS		16,197.00
199	41 Calvert Ct.	1	LS		16,854.00
200	53 Calvert Ct.	1	LS		13,480.00
201	61 Calvert Ct.	1	LS		15,292.00
202	73 Calvert Ct.	1	LS		15,100.00
203	81 Calvert Ct.	1	LS		15,286.00
204	85 Calvert Ct.	1	LS		13,125.00
205	90 Calvert Ct.	1	LS		0.00

ITEM NO.	ITEM DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	ITEM TOTAL
206	105 Calvert Ct.	1	LS		15,264.00
207	135 Calvert Ct.	1	LS		20,922.00
208	143 Calvert Ct.	1	LS		14,193.00
209	111 Calvert Ct.	1	LS		27,668.00
210	129 Calvert Ct.	1	LS		24,274.00
211	109 Calvert Ct.	1	LS		18,017.00

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>2/18/09</u>	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

State CALIFORNIA

License No. 760750

Classification A

Expiration Date 3/31/09

Signature of bidder [Signature] (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.)

Dated 3.2.09, 2009

Business Address: 5145 INDUSTRIAL WAY
BENICIA, CA, 94510

INFORMATION REQUIRED OF BIDDER

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

1. Name and Address:

UNDERGROUND CONSTRUCTION
5145 INDUSTRIAL WAY
BENICIA, CA, 94510

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

3. Telephone:

(707) 746-8800

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

Location of Head Office (if different from above) SAME

Names and Titles of Officers:

CHRIS RONCO - PRESIDENT
GEORGE BRADSHAW - VP
JEFF TINSLEY - CFO

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:

73

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, Underground Construction Co., Inc. AS PRINCIPAL, AND Federal Insurance Company 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 the total amount 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 2nd day of March, 2009.

Underground Construction Co., Inc.

Name of Contractor

Vice President
Title of Signator

Signature of Principal

Address: 5145 Industrial Way
Benicun, CA 94510

Federal Insurance Company

Name of Surety

Attorney-in-Fact
Title of Signator

Signature of Surety DiLynn Guern

Address: 15 Mountain View Rd., Warren, NJ 07059

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



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

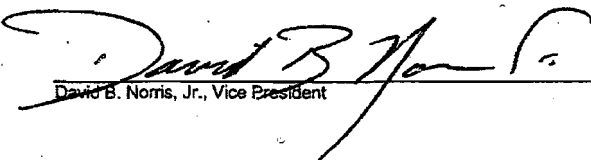
**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Gloria C. Blackburn of Dallas, Texas and Florietta Acosta, Donald E. Appleby, Danielle M. Bechard, Dilynn Guern, Susan J. Lattarulo, Tiffany McGonigle,, Kevin W. McMahon, Frank C. Penn, J.R. Richards, Deanna M. Robichaud, James S. Rosulek and Mark Sweigart of Denver, Colorado

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **15th** day of **December, 2008**


Kenneth C. Wendel, Assistant Secretary


David B. Norris, Jr., Vice President


STATE OF NEW JERSEY
County of Somerset ss.

On this **15th** day of **December, 2008** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



STEPHEN B. BRADT
Notary Public, State of New Jersey
No. 2321097
Commission Expires Oct. 25, 2009


Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **March 2, 2009**.




Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656
e-mail: surety@chubb.com

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 SEE ATTACHED
Owner: _____
Construction Cost: \$ _____
Construction Time: _____ Calendar Days
Owner's Representative: _____
Owner's Telephone No.: () _____
Date of Substantial Completion: _____

- 2. Project Name: _____
Owner: _____
Construction Cost: \$ _____
Construction Time: _____ Calendar Days
Owner's Representative: _____
Owner's Telephone No.: () _____
Date of Substantial Completion: _____

3. Project Name: _____

Owner: _____

Construction Cost: \$ _____

Construction Time: _____ Calendar Days

Owner's Representative: _____

Owner's Telephone No.: () _____

Date of Substantial Completion: _____

4. Project Name: _____

Owner: _____

Construction Cost: \$ _____

Construction Time: _____ Calendar Days

Owner's Representative: _____

Owner's Telephone No.: () _____

Date of Substantial Completion: _____

5. Project Name: _____

Owner: _____

Construction Cost: \$ _____

Construction Time: _____ Calendar Days

Owner's Representative: _____

Owner's Telephone No.: () _____

Date of Substantial Completion: _____

Underground Construction Co. Inc.

Name of Bidder
760750/3/31/09 (Being Renewed)

Contractor's License #/Expiration



Signature of Bidder
Vice President

Title of Signator

Certification of Bidders Experience

<i>Job #</i>	<i>Owner</i>	<i>Address</i>	<i>City,State,Zip</i>	<i>Owner's Contact</i>	<i>Project Description</i>	<i>Contract Amount</i>	<i>Date</i>
38251	National Park Service	9039 Village Dr.	Yosemite, CA 95389	Jim Reynolds 372.0257	Trenching, water, sewer, elec. And telecom conduits and vaults, Yosemite National Park	\$9,686,000	10/15/2007
22412	City of Oakland	7101 Edgewater Bldg. 2	Oakland, CA 94621	Paul Chan (510) 615-5427	Rule 20 underground conversion, Oakland, CA	\$9,842,523	4/2/2007
22384	City of Santa Clara	1500 Warburton Ave.	Santa Clara, CA 95050	Jeff Camden (816) 822-4365 (816)333.3690	Install electrical transmission ductbank and manholes, Santa Clara.	\$6,385,616	2/1/2006
22411	PG&E/Black&Veatch Construction	2373 Lincoln Ave.	Hayward, CA 94545	Luis Cabreriza 925.828.1135 925.556.2201	Electric duct bank and vaults, Daly City	\$3,799,373	12/31/2005
22408	PG&E/Black & Veatch	2373 Lincoln Ave.	Hayward, CA 94545	Luis Cabreriza (510) 264-9360	Electric Duct Bank and Vaults, Colma, San Bruno, South San Francisco, San Mateo County	\$8,754,882	12/5/2005
22405	Pacific Gas & Electric/Black&Veatch Construction	2373 Lincoln Avenue	Hayward, CA 94545	Luis Cabreriza (510) 264-9360	Electric Duct Bank and Vaults, Skyline Blvd. In Burlingame, Hillsborough, San Mateo County	\$6,039,064	9/30/2005
38215	State of Nevada Public Works Brd	505 E. King Street	Carson City, NV 89701	Ron Crook (775) 684-4141	Relocate Water, Electrical and Telecommunications Conduit/Lines for UNR	\$1,455,581	12/1/2004
22378	Pacific Gas & Electric	2180 Harrison Street, 3rd Flr	San Francisco, CA 94110	Cameron Rowland (415) 695-3604	Joint Trench with Gas Services, San Francisco, Ca	\$2,425,411	4/1/2004
22316	Silicon Valley Power	1500 Warburton Ave.	Santa Clara, CA 95050	Robert Blankenship (408) 615-5601	City of Santa Clara	\$1,064,074	1/8/2004
22379	SBC	3675 T Street, Room 205	Sacramento, CA 95816	Steve DePalma (530) 621-6953	Joint Trench, El Dorado Hills, CA	\$1,077,447	12/5/2003
22325	University of CA, Berkeley	1936 University Ave, Room 250	Berkeley, CA 94720	Dennis Town 510-643-8511	Excavate and place vaults, conduit, steam lines, sewer and storm drains	\$6,804,852	11/3/2003
22333	Pacific Gas & Electric Co.	2180 Harrison Street	San Francisco, CA 94110-1130	Jack Lum (415) 973-2025	Installation of joint trench and gas	\$2,548,010	7/11/2003
38147	Octopus Holdings, LP	745 Mountain Home Road	Woodside, CA	David Dhaliwal (415) 383-5589	Phase III underground utilities for residence on Mountain Home Road, north of Portola Rd.	\$3,117,948	9/25/2002

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>
	SEE ATTACHED		



 Signature of Bidder
Underground Construction Co. Inc.

 Name of Bidder

PROPOSED SUBCONTRACTORS

Name	Buisness Address	Description of Work	% of Work
Bayline Cutting & Coring	1033 Yerba Buena Ave, Oakland, CA, 94608	Sawcut Trench	Less than %1
W.F Anderson Electric, Inc	1850 Williams St, San Leandro, CA, 94577	Provide & install street light system. Electrical work for services.	1%
Professional Tree Care Company	P.O. Box 2377, Berkley, CA, 94702	Arborist	1%

NON-COLLUSION AFFIDAVIT

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

State of California }
County of SOLANO } ss

I, George R. Bradshaw; being first duly sworn, deposes and says that he
or she is

Vice President of Underground Carsts 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]

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 March 2, 2009

Jeanette M. Hunter
(Notary Public)

