

Palomar Medical Center West  
2197 Citracado Parkway  
Escondido, CA 92029

April 4, 2007  
Job No. 3047-0  
Page 1 of 10

**DOCUMENT 00150**  
**REVISED BID FORM**  
**FOR**  
**BID PACKAGE NO. 2A - GRADING**  
**DIVISION 1 - GENERAL REQUIREMENTS**  
**SECTION 31 10 00 - SITE CLEARING**  
**SECTION 31 20 00 - EARTH MOVING**

Bid to:	Rudolph and Sletten, Inc.	From:	<u>Pinnick, Inc.</u>
	10955 Vista Sorrento Parkway	Address:	<u>685 Front Street</u>
	Suite 100		<u>El Cajon, CA 92020</u>
	San Diego, CA 92130	Phone:	<u>619/579-8333</u>
	Attn: Andrew Gaylor	Fax:	<u>619/579-0719</u>
Project:	Palomar Medical Center West	Contact:	<u>Stephen B. Hamilton</u>
	2197 Citracado Parkway	Email:	<u>shamilton@pinnickinc.com</u>
	Escondido, CA 92029		

BID DUE DATE: Tuesday, April 10, 2007 at 2:00 pm  
PLACE: Rudolph and Sletten, Inc. San Diego Office  
10955 Vista Sorrento Parkway, Suite 100  
San Diego, CA 92130

NOTE: All bids shall be mailed or hand delivered in a separate sealed envelope.

Do not modify the Rudolph and Sletten, Inc. bid form.

We propose to furnish all labor, material, equipment, supervision and all other costs necessary to perform the work indicated below in accordance with the Instructions to Bidders for All Trades, and the various documents referred to therein, all for the below listed sum:

1. BASE BID:

1.1. Base Bid for Bid Package No. 2A - Grading:

*Nine Million Nine Hundred Ninety Five Thousand* \$ 9,995,000.00  
(Amount in words) *and 00/100 DOLLARS*

2. ALTERNATE BIDS:

2.1. Alternate Bid No 1: Include the cost to provide the following scopes of work for the future nursing tower basement. Include backfill and compaction with suitable fill after the ramp on move-on four is deleted. This alternate will include the quantities listed below and unit costs provided in the unit cost section of this amendment. The amount to be included on the bid form is a lump sum amount for all the scope items listed in this alternate.

- 2.1.1. 24,000 CY of Rock blasting at Unit Cost No. 2.
- 2.1.2. 4,000 CY of soil excavation at Unit Cost No. 6.
- 2.1.3. 4,000 CY of backfill for an OSHPD/Hospital structure at Unit Cost No. 8.
- 2.1.4. 5,000 CY of rock crushing at Unit Cost No. 3.
- 2.1.5. 20,000 CY off haul of rock excavation material at Unit Cost No. 5.

\$ 427,600.00

2.2. Alternate Bid No. 2: Provide a deductive alternate bid if insurance for this contractor's scope of work is provided through the owner with an OCIP program. This OCIP program will include General Liability and Workmen's Compensation insurance. This alternate bid shall be in terms of percentage to be deducted from the overall contract value.

\$ 1.1%

2.3. Alternate Bid No 3: Include the cost to provide the following scopes of work for the future parking structure located west of the central plant per the Bid Package 2A – Grading Alternate Bid Plan. This alternate will include the quantities listed below and unit costs provided in the unit cost section of this amendment. The amount to be included on the bid form is a lump sum amount for all the scope items listed in this alternate.

- 2.3.1. 66,000 CY of rock blasting at Unit Cost No. 2.
- 2.3.2. 16,000 CY of soil excavation at Unit Cost No. 6.
- 2.3.3. 16,000 CY of backfill for a non-OSHPD/non-hospital/non-central plant structure at Unit Cost No. 9.

- 2.3.4. 10,000 CY of rock crushing at Unit Cost No. 4.
- 2.3.5. 40,000 CY off haul of rock excavation material at Unit Cost No. 5.

\$ 921,400.00

2.4. Alternate Bid No. 4: Include the cost to provide the following scopes of work for the parking structure and outpatient services building shown on south end of the project site per Option 1 of the URS. This alternate will include the quantities listed below and unit costs provided in the unit cost section of this amendment. The amount to be included on the bid form is a lump sum amount for all the scope items listed in this alternate.

- 2.4.1. 450,000 CY of soil/rock excavation at Unit Cost No. 15.
- 2.4.2. 400,000 CY of off-haul of soil/rock material at Unit Cost No. 16.
- 2.4.3. 20,000 CY of backfill for a non-OSHPD/non-hospital/non-central plant structure at Unit Cost No. 9.
- 2.4.4. 30,000 CY of backfill for a non-OSHPD/non-hospital/non-central plant structure at Unit Cost No. 14.
- 2.4.5. 10,000 CY of rock crushing at Unit Cost No. 4.
- 2.4.6. 10,000 CY of rock crushing at Unit Cost No. 13.

\$ 7,862,500.00

2.5. Alternate Bid No. 5: Include the cost to provide the following scopes of work for the parking structure and outpatient services building shown on south end of the project site per Option 2 of the URS. This alternate will include the quantities listed below and unit costs provided in the unit cost section of this amendment. The amount to be included on the bid form is a lump sum amount for all the scope items listed in this alternate.

- 2.5.1. 450,000 CY of soil/rock excavation at Unit Cost No. 15.
- 2.5.2. 400,000 CY of backfill for a non-OSHPD/non-hospital/non-central plant structure at Unit Cost No. 9.
- 2.5.3. 50,000 CY of backfill for a non-OSHPD/non-hospital/non-central plant structure at Unit Cost No. 14.
- 2.5.4. 350,000 CY of rock crushing at Unit Cost No. 4.
- 2.5.5. 40,000 CY of rock crushing at Unit Cost No. 13.

\$ 4,762,500.00

2.6. Alternate Bid No. 6: Include the cost to provide the following scopes of work for four (4) structures shown just south of the new hospital building. This includes two parking structures, an outpatient services building, and women and children's center. This alternate will include the quantities listed below and unit costs

provided in the unit cost section of this amendment. The amount to be included on the bid form is a lump sum amount for all the scope items listed in this alternate.

2.6.1. 200,000 CY of soil excavation at Unit Cost No. 6.

2.6.2. 200,000 CY of off-haul of soil material at Unit Cost No. 7.

\$ 3,350,000.00

2.7. Alternate Bid No. 7: Provide a ~~deductive~~ alternate bid if this contractor is allowed to stockpile 80,000 cubic yards of soil at the site just east of the project site. This alternate shall include raising the pad of this site no more than 10' above the existing grade at the fill specs provided in this document.

\$ + 235,000.00  
NOT A DEDUCT

2.8. Alternate Bid No. 8: Provide a deductive alternate if the schedule duration for the pad certification of the tower and D&T and the associated layback scopes of work must be completed November 15, 2007 (138 CALENDAR days from the overall grading scope of work start date of July 1, 2007).

\$ < - \$10,000.00 >

3. UNIT PRICES:

3.1. Unit Cost No. 1: Provide a unit cost per day for compensable delays. If the contractor is entitled to an increase in contract sum pursuant to the contract documents resulting in compensable delay, the contract sum will be increased by the sum of the unit cost quoted per day for each day compensation is allocated. (See Document 00130 – Special Conditions – Project Specific Provisions (All Trades) for the entitlement to this adjustment.)

\$ 250.00/Day

3.2. Revised Unit Cost No. 2: Provide unit cost for rock blasting – \$/CY. (This includes blasting, excavation, and stockpiling of the rock material onsite.)

\$ 4.15 /CY

- 3.3. Unit Cost No. 3: Provide unit cost for rock crushing for rock to be used in fill for the hospital building per the fill specifications in this document, Amendment "C" – \$/CY. (This includes on site rock crushing from a stockpile on site and leaving the material stockpiled on site.)

\$ 6.00 /CY

- 3.4. Revised Unit Cost No. 4: Provide unit cost for rock crushing for rock to be used in fill for the site work per the fill specifications in this document for depths beyond five feet below of the proposed grade as described in Amendment "C" – \$/CY. (This includes on site rock crushing from a stockpile on site and leaving the material stockpiled on site.)

\$ 3.75 /CY

- 3.5. Unit Cost No. 5: Provide unit cost for off haul of rock material – \$/CY.

\$ 12.75 /CY

- 3.6. Unit Cost No. 6: Provide unit cost for excavation of soil – \$/CY. (This includes leaving the soil stockpiled on site.)

\$ 2.75 /CY

- 3.7. Unit Cost No. 7: Provide unit cost for off haul of soil material – \$/CY.

\$ 14.00 /CY

- 3.8. Unit Cost No. 8: Provide unit cost for fill of select material at the hospital and central plant per the fill specifications in this document, Amendment "C" – \$/CY. (This includes using material stockpiled onsite.)

\$ 8.00 /CY

- 3.9. Revised Unit Cost No. 9: Provide unit cost for fill of select material for non-OSHPD buildings and site work per the fill specifications in this document for depths beyond five feet below of the proposed grade as described in Amendment "C" – \$/CY. (This includes using material stockpiled onsite.)

\$ 3.50 /CY

- 3.10. Unit Cost No. 10: Provide unit cost of over excavation and compaction, this includes the fill specifications for site work in this document, Amendment "C" – \$/CY.

\$ 7.00 /CY

- 3.11. Unit Cost No. 11: Provide unit cost of import fill for the site work per the fill specifications in this document, Amendment "C" – \$/CY.

\$ 10.00 /CY

- 3.12. Unit Cost No. 12: Provide unit cost of import fill for the hospital building and central plant per the fill specifications in this document, Amendment "C" – \$/CY.

\$ 18.00 /CY

- 3.13. Unit Cost No. 13: Provide unit cost for rock crushing for rock to be used in fill for the site work per the fill specifications in this document for the top five feet as described in Amendment "C" – \$/CY. (This includes on site rock crushing from a stockpile on site and leaving the material stockpiled on site.)

\$ 7.50 /CY

- 3.14. Unit Cost No. 14: Provide a unit cost for fill of select material for non-OSHPD buildings and site work per the fill specifications in this document for the top five feet of fill as described in Amendment "C" – \$/CY. (This includes using material stockpiled onsite.)

\$ 3.50 /CY

- 3.15. Unit Cost No. 15: Provide unit cost for excavation of soil/rock existing fill as described in soils report – \$/CY. (This includes leaving the soil stockpiled on site.)

\$ 3.50 /CY

- 3.16. Unit Cost No. 16: Provide unit cost for off-haul of soil/rock existing fill as described in soils report – \$/CY.

\$ 15.00 /CY

3.17. Unit Cost No. 17: Provide unit cost for blasting, excavation, and off-haul of rock material in the landscape planting areas for rock depths less than two feet - \$/SF. (This is excluded from the base bid scope of work. This work will occur with same move-on as the blasting required in the base bid scope of work.)

\$ 20.00 /CY

3.18. Unit Cost No. 18: Provide unit cost for blasting, excavation, and off-haul of rock material in the landscape planting areas for rock depths greater than two feet and less than five feet - \$/SF. (This is excluded from the base bid scope of work. This work will occur with same move-on as the blasting required in the base bid scope of work.)

\$ 17.00 /CY

4. SCHEDULE OF VALUES: For accounting purposes, provide the following cost breakdowns.

4.1. Cost associated with hospital. (This includes the scope of work within the hospital building footprint and associated layback areas.)

\$ 3.3M

4.2. Cost associated with central plant. (This includes the scope of work within the central plant building footprint and associated layback areas.)

\$ 2.3M

4.3. Cost associated with site work. (This includes all work not included with the central plant or hospital.)

\$ 4.4M

5. REMEDICATION OPTION: Indicate which option this contractor has included in the base bid:

5.1. Remediation per soils reports.

Initial: AA

5.2. Removal and recompact per Amendment "C."

Initial: \_\_\_\_\_

6. SCHEDULE: We have reviewed the Appendix "B" Schedule included in the Project Manual dated February 6, 2007.

X Yes      X No

7. **CHANGE ORDER LABOR RATES:** The following labor rates and premium rates shall be used for the computation of any project change costs that may be incurred after the GMP has been established. List all positions (i.e. add to the list) that will be charging to the project. All costs, including but not necessarily limited to: labor burden, fringes, payroll taxes, worker's compensation, liability insurance, home office administration, estimating; cartage, small tools, pick up trucks, travel time, clean up, as-builts, warranty, taxes, supervision, detailing, etc. shall be included. **THIS RATE DOES NOT INCLUDE OVERHEAD AND PROFIT MARK-UPS.**

Labor Rates Hourly Rates	Regular	Shift	1½ x Hourly Overtime	2 x Hourly Rate
General Foreman	<i>ATTACHED</i>			
Foreman				
Operator				
Laborer				
CAD Detailer				

8. **CHANGE ORDER EQUIPMENT RATES:** All costs, including but not necessarily limited to: labor burden, fringes, payroll taxes, worker's compensation, liability insurance, home office administration, estimating, cartage, small tools, pick up trucks, travel time, clean up, as-builts, warranty, taxes and supervision, etc. shall be included. **THIS RATE DOES NOT INCLUDE OPERATORS, OVERHEAD, AND PROFIT MARK-UPS.**

Labor Rates Hourly Rates	Regular	Shift	1½ x Hourly Overtime	2 x Hourly Rate
	<i>ATTACHED</i>			



PINNICK INC.  
P.O. BOX 945  
EL CAJON, CA 92022-0945

## LABOR RATES

DESCRIPTION	Regular 8 Hr Day	Add 1/2 time	Add Double time	
SUPERINTENDENT	\$100.00	\$28.00	\$56.00	/ HOUR
FOREMAN	\$90.00	\$28.00	\$56.00	/ HOUR
GRADE CHECKER	\$69.00	\$28.00	\$56.00	/ HOUR
OPERATOR	\$69.00	\$28.00	\$56.00	/ HOUR
LABORER	\$55.00	\$28.00	\$56.00	/ HOUR
CARPENTER	\$69.00	\$28.00	\$56.00	/ HOUR
OILER	\$69.00	\$28.00	\$56.00	/ HOUR
MECHANIC w/ TRUCK	\$95.00	\$28.00	\$56.00	/ HOUR
TEAMSTER	\$59.00	\$28.00	\$56.00	/ HOUR
CAD DETAILER	\$90.00	\$28.00	\$56.00	/ HOUR

Listed prices include no markup for profit or overhead.

## EQUIPMENT RATES

DESCRIPTION	Regular 8 Hr Day	Add 1/2 time	Add Double time	
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D4C DOZER	\$42.00	\$0.00	\$0.00	HOUR
D5M DOZER	\$61.00	\$0.00	\$0.00	HOUR
D6R DOZER	\$74.00	\$0.00	\$0.00	HOUR
D6 SWAMP DOZER	\$104.00	\$0.00	\$0.00	HOUR
D8R DOZER	\$132.00	\$0.00	\$0.00	HOUR
D9R DOZER	\$178.60	\$0.00	\$0.00	HOUR
D10R DOZER	\$237.50	\$0.00	\$0.00	HOUR
D10L DOZER	\$262.00	\$0.00	\$0.00	HOUR
D11R DOZER	\$304.60	\$0.00	\$0.00	HOUR
824 COMP. / RUBBER TIRE DOZER	\$102.00	\$0.00	\$0.00	HOUR
834 COMP. / RUBBER TIRE DOZER	\$141.80	\$0.00	\$0.00	HOUR
WD 600 COMP / RUBBER TIRE DOZER	\$139.00	\$0.00	\$0.00	HOUR
FORD - COMPACTOR w/o BEE GEE	\$95.00	\$0.00	\$0.00	HOUR
BEE GEE	\$32.00	\$0.00	\$0.00	HOUR
651 - COMPACTOR	\$143.00	\$0.00	\$0.00	HOUR
SKID STEER LOADER CAT 226	\$45.00	\$0.00	\$0.00	HOUR
SKID STEER LOADER CAT 246	\$50.00	\$0.00	\$0.00	HOUR
SKIP LOADER	\$55.00	\$0.00	\$0.00	HOUR
933 TRACK LOADER	\$69.00	\$0.00	\$0.00	HOUR
963 TRACK LOADER	\$122.00	\$0.00	\$0.00	HOUR
950 LOADER	\$72.00	\$0.00	\$0.00	HOUR
966G LOADER	\$105.00	\$0.00	\$0.00	HOUR
980F LOADER	\$117.30	\$0.00	\$0.00	HOUR
988B LOADER	\$149.20	\$0.00	\$0.00	HOUR
992C LOADER	\$232.80	\$0.00	\$0.00	HOUR
416 RUBBER TIRE BACKHOE	\$45.00	\$0.00	\$0.00	HOUR
446 RUBBER TIRE BACKHOE	\$50.00	\$0.00	\$0.00	HOUR
446 RUBBER TIRE BACKHOE	\$75.00	\$0.00	\$0.00	HOUR

KUBOTA KH191 TRACKHOE	\$45.00	\$0.00	\$0.00	HOUR
320B EXCAVATOR	\$90.00	\$0.00	\$0.00	HOUR
325B EXCAVATOR	\$125.00	\$0.00	\$0.00	HOUR
330B EXCAVATOR	\$140.00	\$0.00	\$0.00	HOUR
345B EXCAVATOR	\$175.00	\$0.00	\$0.00	HOUR
365B EXCAVATOR	\$220.00	\$0.00	\$0.00	HOUR
235 EXC w/ 10,000# ROCK BREAKER	\$255.00	\$0.00	\$0.00	HOUR
5130 EXCAVATOR	\$563.00	\$0.00	\$0.00	HOUR
12G BLADE	\$80.00	\$0.00	\$0.00	HOUR
140H BLADE	\$85.00	\$0.00	\$0.00	HOUR
14G & 14H BLADE	\$95.00	\$0.00	\$0.00	HOUR
16G BLADE	\$120.00	\$0.00	\$0.00	HOUR
613 SCRAPER SELF-LOADING	\$88.00	\$0.00	\$0.00	HOUR
615 SCRAPER SELF-LOADING	\$99.00	\$0.00	\$0.00	HOUR
623 SCRAPER SELF-LOADING	\$118.00	\$0.00	\$0.00	HOUR
633 SCRAPER SELF-LOADING	\$143.00	\$0.00	\$0.00	HOUR
637D SCRAPER PUSH-PULL	\$208.00	\$0.00	\$0.00	HOUR
657E SCRAPER PUSH-PULL	\$305.00	\$0.00	\$0.00	HOUR
773 A ROCK TRUCK	\$144.00	\$0.00	\$0.00	HOUR
773 B ROCK TRUCK	\$167.00	\$0.00	\$0.00	HOUR
777 B ROCK TRUCK	\$245.00	\$0.00	\$0.00	HOUR
10 WHEEL DUMP TRUCK	\$55.00	\$0.00	\$0.00	HOUR
TRUCK & PUP / TRANSFER / BOOSTER	\$70.00	\$0.00	\$0.00	HOUR
SEMI BOTTOM	\$70.00	\$0.00	\$0.00	HOUR
SEMI DOUBLED	\$70.00	\$0.00	\$0.00	HOUR
SEMI END	\$70.00	\$0.00	\$0.00	HOUR
RUBBLE TRUCKS	\$75.00	\$0.00	\$0.00	HOUR
HIGH SIDES	\$78.00	\$0.00	\$0.00	HOUR
1 TON TRUCK	\$40.00	\$0.00	\$0.00	HOUR
2 TON TRUCK	\$45.00	\$0.00	\$0.00	HOUR
STREET SWEEPER	\$74.00	\$0.00	\$0.00	HOUR
HAND TAMPER / WACKER	\$52.00	\$0.00	\$0.00	DAY
PLATE COMPACTOR 20"	\$52.00	\$0.00	\$0.00	DAY
WALK BEHIND 24" OR 33"	\$120.00	\$0.00	\$0.00	DAY
66" SINGLE DRUM SMOOTH OR PAD FOOT RC	\$65.00	\$0.00	\$0.00	HOUR
84" SINGLE DRUM SMOOTH OR PAD FOOT RC	\$76.00	\$0.00	\$0.00	HOUR
4X4 SHEEP FOOT	\$146.00	\$0.00	\$0.00	DAY
5X5 SHEEP FOOT	\$196.00	\$0.00	\$0.00	DAY
G - 800 GRADALL	\$167.00	\$0.00	\$0.00	HOUR
G - 1000 GRADALL	\$172.00	\$0.00	\$0.00	HOUR
G - 5100 GRADALL	\$182.00	\$0.00	\$0.00	HOUR
2,000 / 2,500 GALLON WATER TRUCK	\$70.00	\$0.00	\$0.00	HOUR
3,000 / 4,000 GALLON WATER TRUCK	\$90.00	\$0.00	\$0.00	HOUR

2" TRASH PUMP w/ 100' HOSE	\$50.00	\$0.00	\$0.00	DAY
3" TRASH PUMP w/ 100' HOSE	\$75.00	\$0.00	\$0.00	DAY
4" TRAILER TRASH PUMP w/ 100' HOSE	\$160.00	\$0.00	\$0.00	DAY
6" TRAILER TRASH PUMP w/ 100' HOSE	\$295.00	\$0.00	\$0.00	DAY
8,000 GALLON DROP TANK	\$1,250.00	\$0.00	\$0.00	MONTH
10,000 GALLON DROP TANK	\$1,350.00	\$0.00	\$0.00	MONTH
12,000 GALLON DROP TANK	\$1,450.00	\$0.00	\$0.00	MONTH
FIRE HOSE 500 LF	\$30.00	\$0.00	\$0.00	DAY
LASER BEAM	\$20.00	\$0.00	\$0.00	HOURLY
LASER SET - UP	\$20.00	\$0.00	\$0.00	HOURLY
LIGHT PLANT	\$400.00	\$0.00	\$0.00	WEEK
AIR COMPRESSOR	\$30.00	\$0.00	\$0.00	HOURLY

Listed prices include no markup for profit or overhead.

**STIPULATIONS:**

1. LISTED RATES ARE FOR EQUIPMENT FUELED AND MAINTAINED (NO OPERATOR).
2. ADDITIONAL CHARGES TO LISTED RENTAL RATES:
  - A. MOVE-IN COST CHARGED AT COST PLUS 5%
  - B. MOVE-OUT COST FOR EQUIPMENT THAT IS RENTED FOR FIVE DAYS OR LESS CHARGED AT COST PLUS 5%
  - C. NO MOVE OUT CHARGE FOR EQUIPMENT RENTED MORE THAN FIVE DAYS

**IN ROCK:**

- D. INCREASE ALL RATES 25% FOR EQUIPMENT USED IN ROCK, EXCEPT ROCK TRUCKS, LOADERS AND 5130's.
  - E. RIPPER TEETH.
4. ALL MATERIALS, PERMITS, CONSTRUCTION WATER, DUMP FEES, OR OTHER ITEMS PURCHASED BY PINNICK, INC. THAT ARE NECESSARY TO COMPLETE REQUESTED WORK WILL BE CHARGED AT COST PLUS 15%.

9. **INSURANCE:** We have carefully reviewed the stated insurance requirements and limits as stated in Appendix "C" (see Project Manual dated February 6, 2007) and will include all costs to meet or exceed them when establishing the GMP or computing change orders.

  X   Yes                             No

9.1. Indicate the deductive percentage that may be used in the event of an OCIP insurance program.

      1.1       %

10. **BOND:** Total percentage to be added to the finished GMP or any change orders if this contractor is required to provide a Performance and Payment Bond:

      0.9       %

11. **ACKNOWLEDGMENTS:**

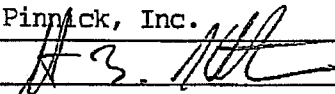
11.1. We acknowledge that we have examined the Rudolph and Sletten, Inc. Special Conditions – Project Specific Provisions (All Trades) dated February 6, 2007, addenda, and amendments (listed below) and we understand their effect on our work schedule.

Addendum	<u>  A  </u>	Dated	<u>  2/6/07  </u>	Amendment	<u>  D  </u>	Dated	<u>  4/4/07  </u>
Addendum	<u>  B  </u>	Dated	<u>  3/22/07  </u>	Amendment	<u>      </u>	Dated	<u>      </u>
Addendum	<u>  C  </u>	Dated	<u>  3/30/07  </u>	Amendment	<u>      </u>	Dated	<u>      </u>

11.2. We acknowledge that the Owner and Rudolph and Sletten, Inc. may rely upon this Bid in determining whether to proceed with the project and/or contracts there under; and that once submitted, this bid may not be altered, amended, or withdrawn for a period of sixty (60) days without prior written consent of Rudolph and Sletten, Inc.

11.3. We and our insurance brokers, representing and speaking for our insurance carriers, acknowledge that we have read and understand all requirements in the instructions to bidders and other contract documents for insurance coverage.

12. TRADE CONTRACT: We agree that if we are awarded the work on the basis of this proposal, we will enter into and execute a contract with Palomar Pomerado Health, as outlined in the instructions to bidders.

FIRM: Pinnacle, Inc.  
SIGNATURE:   
NAME: Stephen B. Hamilton  
TITLE: Vice President  
DATE: April 10, 2007  
CONTRACTOR'S LICENSE NO.: 299932  
FEDERAL TAXPAYER I.D. NO.: 95-2915808  
LICENSE CLASSIFICATION: A

END OF BID FORM

## SUBCONTRACTORS LIST

Bidder: Pinnick, Inc.

Address: 685 Front Street

Telephone: 619/579-8333

Telecopier: 619/579-0719

Bidder's Authorized Representative(s): Stephen B. Hamilton

PROJECT: **Pomerado Hospital Expansion Phase 1**

BID PACKAGE NO. 2A; BID PACKAGE DESCRIPTION: Grading

NAME OF SUBCONTRACTOR	BUSINESS LOCATION/ ADDRESS OF SUBCONTRACTOR	TRADE OR PORTION OF THE WORK
Burns & Sons	9157 Olive Drive Spring Valley, CA 91977	Import/Export
Tom C. Dyke Drilling & Blasting	PO Box 352 Alpine, CA 91903	Blasting
All American Asphalt	400 East Sixth St Corona, CA 92878	Paving

PHOTOCOPY THIS PAGE AS NECESSARY TO LIST ADDITIONAL SUBCONTRACTORS

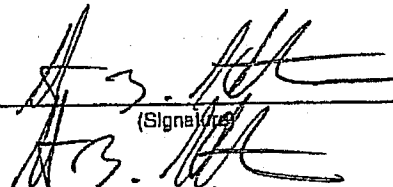




4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

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

Executed at El Cajon, California this 10 day of  
(City and State)  
April, 2007.

  
\_\_\_\_\_  
(Signature)  
Stephen B. Hamilton  
\_\_\_\_\_  
(Handwritten or Typed Name)

### NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA )  
COUNTY OF San Diego )

PROJECT: Pomerado Hospital Expansion Phase 1

Bid Package No. 2A; Bid Package Description Grading

I, Stephen B. Hamilton, being first duly sworn, deposes and says that I am  
(Typed or Printed Name)  
the Vice President of Pinnick, Inc., the party submitting  
(Title) (Bidder Name)  
the foregoing Bid Proposal ("the Bidder"). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Bid Proposal is genuine and not collusive or sham.
3. 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 other bidder or anyone else to put in sham bid, or to refrain from bidding.
4. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of 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 or of anyone interested in the proposed contract.
5. All statements contained in the Bid Proposal and related documents are true.
6. The bidder has not, directly or indirectly, submitted the 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 person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this 10 day of April, 2007 at El Cajon, CA  
(City, County and State)

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

[Signature]  
Signature

685 Front Street  
(Address)

Stephen B. Hamilton  
Name Printed or Typed

El Cajon, Ca 92020  
(City, County and State)

( 619 ) 579-8333  
(Area Code and Telephone Number)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of San Diego

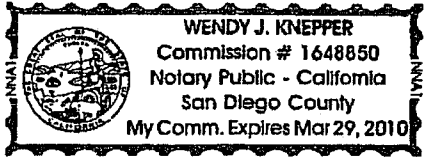
On April 10, 2007 before me, Wendy J. Knepper, Notary Public

personally appeared Stephen Hamilton

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~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Place Notary Seal Above

Wendy J. Knepper  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Non-Collusion Affidavit

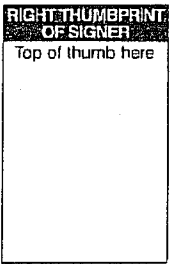
Document Date: April 10, 2007 Number of Pages: 1

Signer(s) Other Than Named Above: N/A

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

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

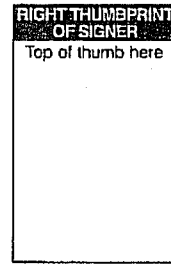
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



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: \_\_\_\_\_

## BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, SAFECO INSURANCE COMPANY OF AMERICA,  
 Surety and PINNICK, INC., as Principal, are jointly and severally, along with  
 their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto  
PALOMAR POMERADO HEALTH, hereinafter "the Oblige," for payment of the penal sum hereof in  
 lawful money of the United States, as more particularly set forth herein.

### THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Oblige for the  
 Work commonly described as the Pomerado Hospital Expansion Phase 1; Bid Package No. 2A ;  
 Bid Package Description GRADING .

WHEREAS, subject to the terms of this Bond, the Surety is firmly bound unto the Oblige in the  
 penal sum of ten percent (10%) of the maximum amount of the Bid Proposal submitted by the Principal to  
 the Oblige, as set forth above.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified  
 therein after the opening of the same, or, if no period be specified, for sixty (60) days after opening of said  
 Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefor, or  
 if no period be specified, within five (5) days after the prescribed forms are presented to him for signature,  
 enter into a written contract with the Oblige, in accordance with the Bid Proposal as accepted and give  
 such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance  
 and proper fulfillment of such Contract and for the payment for labor and materials used for the  
 performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period  
 specified for the holding open of the Bid Proposal or the failure of the Principal to enter into such Contract  
 and give such bonds within the time specified, if the Principal shall pay the Oblige the difference between  
 the amount specified in said Bid Proposal and the amount for which the Oblige may procure the required  
 Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the  
 Oblige in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to  
 remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time,  
 alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed  
 thereunder, the Drawings or the Specifications accompanying the same, or any other portion of the  
 Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice  
 of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids,  
 the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Oblige, the Surety shall pay  
 to the Oblige all costs, expenses and fees incurred by the Oblige in connection therewith, including  
 without limitation, attorneys fees.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this 5TH day of APRIL, 2007 by their duly authorized agents or representatives.

(Principal's Corporate Seal)

PINNICK, INC.

(Principal Name)

By: [Signature]

STEPHEN B. HAMILTON

(Typed or Printed Name)

Title: VP

(Surety's Corporate Seal)

SAFECO INSURANCE COMPANY OF AMERICA

(Surety Name)

By: [Signature]

(Signature of Attorney-in-Fact for Surety)

INGRID ERIKA CROSBY

(Typed or Printed Name)

(Attach Attorney-in-Fact Certificate)

( 818 ) 956-4208

(Area Code and Telephone Number of Surety)

Contact name, address, telephone number and email address for notices to the Surety

TIM FINNEGAN

(Contact Name)

330 N BRAND BOULEVARD GLENDALE CA 91203

(Address)

818-956-4208

(Telephone)

TIMFIN@SAFECO.COM

(Email address)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of SAN DIEGO

} SS.

On 5 APRIL 2007, before me, JEANETTE SEIDL, NOTARY PUBLIC

Date

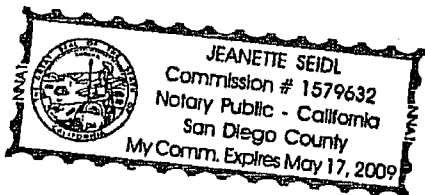
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared INGRID ERIKA CROSBY

Name(s) of Signer(s)

personally known to me

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



Place Notary Seal Above

WITNESS my hand and official seal.

*Jeanette Seidl*  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

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

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

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

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

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

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

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

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

**SURETY**

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: \_\_\_\_\_



POWER OF ATTORNEY

Safeco Insurance Companies  
PO Box 34526  
Seattle, WA 98124-1526

No. 11566

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

\*\*\*\*\*LARRY D. COGDILL; INGRID ERIKA CROSBY; BROOKE LAFRENZ; JEANETTE SEIDL; MICHAEL W. THOMAS;  
La Jolla, California\*\*\*\*\*

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 1st day of December 2005

STEPHANIE DALEY-WATSON, SECRETARY

MIKE PETERS, PRESIDENT, SURETY

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA  
and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA  
and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Stephanie Daley-Watson, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 5TH day of APRIL 2007



STEPHANIE DALEY-WATSON, SECRETARY

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## Change Order Procedure

1. Bulletin – Project manager assigns the most appropriate project engineer to issue a Request for Quotation (RFQ) to the trade contractor.
2. Project engineer enters change order into Prolog and distributes RFQ to the team.
3. If a schedule issue arises then a Rough Order of Magnitude (ROM) needs to be generated.
4. Project engineer obtains pricing from the trade contractor and enters updated information into Prolog.
5. An engineer prints out the Potential Change Order (PCO) package puts it into the project manager's inbox for review.
6. Project manager either makes corrections or confirms change order.
7. Repeat until complete.
8. Change order is issued to Mike Samudio for signature and final R&S approval.
9. Upload change order to Buzzsaw.
10. Issue notification via Buzzsaw to CO Architects for review and approval.
11. After CO Architects approval, issue to PPH for approval.
12. Rejected change orders are given back to the project engineer to revise appropriately.
13. Approved change orders are given back to the project engineer to issue a Project Budget Adjustment (PBA).
14. Engineer then places file with sub changes and PBA in the project manager's box for review.
15. Project manager will review the final change order and then forward to Matt for distribution.
16. Matt inputs change into Control Estimate Adjustment (CEA) reconciliation and Prolog.