

SECTION 26 01 41

WIRING DEVICES

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Wall switches.
- B. Receptacles.
- C. Device plates and decorative box covers.

1.2 REFERENCES

- A. NEMA WD 1 - General-Purpose Wiring Devices.
- B. NEMA WD 6 - Wiring Device Configurations.

1.3 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum three years documented experience.

PART 2 - PRODUCTS

2.1 WALL SWITCHES

- A. Single Pole Switch:
 - 1. Hubbell, Model 2121-W.
 - 2. Leviton, Model 5621-2W.
 - 3. Equal by Arrow Hart or Bryant.
- B. Double Pole Switch:
 - 1. Hubbell, Model 2122-W.
 - 2. Leviton, Model 5622-2W.
 - 3. Equal by Arrow Hart or Bryant.
- C. Three-way Switch:
 - 1. Hubbell, Model 2123-W.
 - 2. Leviton, Model 5623-3W.
 - 3. Equal by Arrow Hart or Bryant.
- D. Substitutions: Under provisions of Division 01.

- E. Description: NEMA WD 1, heavy-duty specification grade, AC only general-use quiet type rocker switch, UL approved for tungsten lamp loads or inductive loads without derating.
- F. Device Body: White plastic with rocker handle.
- G. Ratings: 20A., 120-277V A.C. or as required to match with specific branch circuit and load characteristics.

2.2 RECEPTACLES

A. Duplex Convenience Receptacle:

- 1. Hubbell
- 2. Leviton
- 3. Arrow Hart
- 4. Bryant.

B. GFCI Receptacle:

- 1. Hubbell
- 2. Leviton
- 3. Arrow Hart
- 4. Bryant.

C. Surge Protected Outlets:

- 1. Hubbell
- 2. Leviton
- 3. Arrow Hart
- 4. Bryant.

D. Substitutions: Under provisions of Division 01.

E. Description: NEMA WD 1; heavy-duty general-use receptacle. 20 Amp, 125V, 2-pole, 3-wire style line series.

F. Device Body: Plastic.

G. Configuration: NEMA WD 6; type as specified and indicated.

H. Convenience Receptacle: Type 5-20R

I. GFCI Receptacle: Convenience receptacle with integral ground fault circuit interrupter to meet regulatory requirements.

2.3 WALL PLATES

A. Plates shall be nylon and supplied for every local switch and receptacle.

B. Weatherproof Cover Plate: Gasketed cast metal with hinged gasketed device cover.

- C. Locking Weatherproof Cover Plate: Pass & Seymour #WP26-L or equal at locations Indicated on drawings.
- D. Plates shall be engraved and fitted, when used for:
 - 1. More than two gangs.
 - 2. Equipment that cannot be seen from the locations.
 - 3. All lock type switches.
 - 4. All receptacles other than 120 volts.
 - 5. All pilot switches.
 - 6. Switches in locations from which the equipment or circuits controlled cannot be readily seen.
 - 7. Manual motor starting switches.
 - 8. Where so indicated on the drawings.
 - 9. As required on all control circuit switches, such as heater controls, etc.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify outlet boxes are installed at proper height.
- B. Verify wall openings are neatly cut and will be completely covered by wall plates.
- C. Verify branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.

3.2 PREPARATION

- A. Provide extension rings to bring outlet boxes flush with finished surface.
- B. Clean debris from outlet boxes.

3.3 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install devices plumb and level.
- C. Install switches with OFF position down.
- D. Install receptacles with grounding pole on top
- E. Connect wiring device grounding terminal to branch circuit equipment grounding conductor.
- F. Install decorative plates on switches, receptacles, etc., and blank outlets in finished areas.
- G. Connect wiring devices by wrapping conductor around screw terminal.
- H. Use jumbo size plates for outlets installed in masonry walls.

- I. Install galvanized steel plates on outlet boxes and junction boxes in unfinished area, above accessible ceilings, and on surface mounted outlets.

3.4 INTERFACE WITH OTHER PRODUCTS

- A. Coordinate locations of outlet boxes provided under Section 260130 to obtain mounting heights specified and indicated on drawings.
- B. Install wall switches as indicated on drawings.
- C. Install convenience receptacles 18 inches above finished floor.
- D. Install convenience receptacle 6 inches above backsplash of counter.

3.5 FIELD QUALITY CONTROL

- A. Inspect each wiring device for defects.
- B. Operate each wall switch with circuit energized and verify proper operation.
- C. Verify that each receptacle device is energized.
- D. Test each receptacle device for proper polarity.
- E. Test each GFCI receptacle device for proper operation.

3.6 ADJUSTING

- A. Adjust devices and wall plates to be flush and level.

END OF SECTION

SECTION 26 01 70
GROUNDING AND BONDING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Grounding electrodes and conductors.
- B. Equipment grounding conductors.
- C. Bonding.

1.2 REFERENCES

- A. ANSI/NFPA 70 - National Electrical Code.
- B. C.E.C. - California Electrical Code.

1.3 PERFORMANCE REQUIREMENTS

- A. Grounding System Resistance: 20 ohms maximum.

1.4 PROJECT RECORD DOCUMENTS

- A. Submit under provisions of Division 01.
- B. Accurately record actual locations of grounding points.

PART 2 - PRODUCTS

2.1 ROD ELECTRODE

- A. Material: Copper-clad steel.
- B. Diameter: 3/4 inch.
- C. Length: 10 feet.

2.2 MECHANICAL CONNECTORS

- A. Material: Bronze.

2.3 WIRE

- A. Material: Stranded copper.
- B. Foundation Electrodes: 4/0 AWG.
- C. Grounding Electrode Conductor: Size to meet CEC requirements.

- D. Equipment Grounding Conductor: Size conductors based on CEC Table 250-122.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that final backfill and compaction has been completed before driving electrodes.

3.2 INSTALLATION

- A. Install Products in accordance with manufacturer's instructions.
- B. Install rod electrodes at locations indicated.
- C. Provide grounding electrode conductor and connect to reinforcing steel in foundation footing where indicated. Bond steel together.
- D. Provide bonding to meet Regulatory Requirements.
- E. Provide isolated grounding conductor for circuits supplying isolated ground receptacles.
- F. Equipment Grounding Conductor: Provide separate, insulated conductor within each feeder and branch circuit raceway. Terminate each end on suitable lug, bus, or bushing.
- G. Raceway Systems: Install metallic raceways mechanically and electrically secure at all joints and at all boxes, cabinets, fittings and equipment. At the point of electrical service entrance, bond all metallic raceways together with a ground conductor and connect to the system ground bus. Bond all boxes for equipment.
- H. Receptacles: Permanently connect the ground terminal on each receptacle to the green ground conductor.
- I. Motors: Connect the ground conductor to the conduit with an approved grounding bushing and to the metal frame with a bolted solderless lug. Bolts, screws, and washers shall be bronze or cadmium plated steel.
- J. Telecom Room: Provide one No. 6 THW copper wire in 3/4" conduit from the main telephone cabinet to the grounding system or as indicated on drawings.
- K. Ductwork: Provide a flexible ground strap, No. 6 AWG equivalent, at each flexible duct connection at each air handler, exhaust fan, and supply fan, and install to preclude vibration.
- L. Bond together metal siding and other metal objects not attached to grounded structure; bond to ground.
- M. Bond together each metallic raceway, pipe and duct at least at one point; bond to ground.

3.3 FIELD QUALITY CONTROL

- A. Inspect grounding and bonding system conductors and connections for tightness and proper installation.
- B. Use suitable test instrument to measure resistance to ground of system. Perform testing in accordance with test instrument manufacturer's recommendations using the fall-of potential method.

END OF SECTION

SECTION 26 01 90
SUPPORTING DEVICES

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Conduit and equipment supports.
- B. Fastening hardware.

1.2 COORDINATION

- A. Coordinate size, shape and location of concrete pads with Section 03300 Cast-in-Place Concrete.

1.3 QUALITY ASSURANCE

- A. Support systems shall be adequate for weight of equipment and conduit, including wiring, which they carry.

PART 2 - PRODUCTS

2.1 MATERIAL

- A. Support Channel: Galvanized or painted steel.
- B. Hardware: Corrosion resistant.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Use expansion anchors or preset inserts in solid masonry walls; self-drilling anchors or expansion anchor on concrete surfaces; sheet metal screws in sheet metal studs; and wood screws in wood construction.
- B. Do not fasten supports to piping, ductwork, mechanical equipment, or conduit.
- C. Do not use powder-actuated anchors.
- D. Do not drill structural steel members.
- E. Fabricate supports from structural steel or steel channel, rigidly welded or bolted to present a neat appearance. Use hexagon head bolts with spring lock washers under all nuts.
- F. Provide conduit support systems under provisions of Section 260111.

END OF SECTION

SECTION 26 01 95
ELECTRICAL IDENTIFICATION

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Nameplates.
- B. Wire and cable markers.

1.2 SUBMITTALS

- A. Submit shop drawings under provisions of Division 01.
- B. Include schedule for nameplates and tape labels.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Nameplates: Engraved three-layer laminated plastic, white letters on a black background.
- B. Wire and Cable Markers: Cloth markers, split sleeve or tubing type.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Degrease and clean surfaces to receive nameplates.
- B. Install nameplates and tape labels parallel to equipment lines.
- C. Secure nameplates to equipment fronts using screws, or rivets. Secure nameplate to inside face of recessed panelboard doors in finished locations.
- D. Embossed tape will not be permitted for any application.

3.2 WIRE IDENTIFICATION

- A. Provide wire markers on each conductor in panelboard gutters, pull boxes, outlet and junction boxes, and at load connection. Identify with panel and branch circuit or feeder number for power and lighting circuits, and with control wire number as indicated on schematic and interconnection diagrams equipment manufacturer's shop drawings for control wiring.

3.3 NAMEPLATE ENGRAVING

- A. Provide nameplates to identify all circuits in the service distribution and power distribution panelboards; branch circuit panelboards; separately mounted starting switches; disconnecting switches; motor control push-button stations; selector switches; terminal cabinets; telephone cabinets, etc. Clearly identify on the nameplate the equipment such as "Air Handling Unit AH-1" and "Hot Water Cir. Pump P-1" in lieu of abbreviated plan references such as "AH-1" or "P-1". In addition all voice and data racks, patch panels and workstation outlets will be labeled.
- B. Provide nameplates of minimum letter height as scheduled below.
- C. Panelboards and Switchboards: 1/4 inch; identify equipment designation, voltage rating, and source.
- D. Individual Circuit Breakers In Panelboards and Switchboards: 1/8 inch; identify circuit and load served, including location.
- E. Individual Circuit Breakers, Enclosed Switches and Motor Starters: 1/8 inch; identify voltage rating, ampere rating and load served including location.
- F. HVAC and Plumbing Control Equipment: 1/8 inch; identify equipment designation and equipment served including location.

END OF SECTION

SECTION 26 04 40
DISCONNECT SWITCHES

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Disconnect switches.
- B. Fuses.
- C. Enclosures.

1.2 REFERENCES

- A. ANSI/UL 198C - High-Intensity Capacity Fuses; Current Limiting Types.
- B. ANSI/UL 198E - Class R Fuses.
- C. FS W-F-870 - Fuseholders (For Plug and Enclosed Cartridge Fuses).
- D. FS W-S-865 - Switch, Box, (Enclosed), Surface-Mounted.
- E. NEMA KS 1 - Enclosed Switches.
- F. C.E.C. California Electrical Code.

PART 2 - PRODUCTS

2.1 MANUFACTURERS - DISCONNECT SWITCHES

- A. Cutler-Hammer
- B. General Electric.
- C. As specified by Owner.

2.2 DISCONNECT SWITCHES

- A. Fusible Switch Assemblies: NEMA KS 1; quick-make, quick-break, load interrupter enclosed knife switch with externally operable handle interlocked to prevent opening front cover with switch in ON position. Handle lockable in OFF position. Fuse Clips: FS W-F- 870.
- B. Enclosures: NEMA KS 1; Type 1, for interior dry locations; Type 3R for exterior or wet locations. Furnish 1 padlock and two keys for each disconnect, Master 611 or M-20.
- C. Switch Ratings: Number of poles, voltage, current and horsepower rating as required for particular installation.

2.3 ACCEPTABLE MANUFACTURERS - FUSES

- A. Littelfuse.
- B. Gould Shawmut.
- C. Bussman.

2.4 FUSES

- A Fuses 600 Amperes and Less: ANSI/UL 198E, Class RK1; current limiting, one-time fuse, 250 volt.
- B. Interrupting Rating: 200,000 rms amperes.
- C. Size fuses based on motor nameplate rating.

PART 3: EXECUTION

3.1 INSTALLATION

- A. Install disconnect switches where indicated on Drawings.
- B. Install fuses in fusible disconnect switches, otherwise required by Code.
- C. Properly align switches and support independent of the connecting raceway.

END OF SECTION

SECTION 26 04 61

DRY TYPE TRANSFORMERS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Provide dry type two-winding transformers, complete.

1.2 QUALITY ASSURANCE

- A. References: ANSI/NEMA TP-1 Energy Efficient - Dry Type Transformers for General Applications.

1.3 SUBMITTALS

- A. Refer to Division 01 for procedures.
- B. Shop Drawings and Product Data: Include both outline and support point dimensions of enclosures and accessories, unit weight, voltage, kVA, impedance ratings, characteristics, loss data, efficiency at 25, 50, 75 and 100 percent rated load, sound level, tap configurations, insulation system type, and rated temperature rise.
- C. Test Reports: Include Certified Test Reports for the Following Commercial Tests: Ratio, Polarity, Exciting Current, No-Load Loss, Resistance, Copper Loss, Impedance, Induced and Applied Potential Test. Provide test report for each unit.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Storage: Store in a warm, dry location with uniform temperature. Cover ventilating openings to keep out dust.
- B. Handling: Handle transformers using only lifting eyes and brackets provided for that purpose. Protect units against entrance of rain, sleet, or snow if handled in inclement weather.

PART 2 - PRODUCTS

2.1 MANUFACTURERS - DRY TYPE TWO-WINDING TRANSFORMERS

- A. Cutler-Hammer, Siemens ITE, or General Electric; refer to Division 01 for substitutions.

2.2 DRY TYPE TWO-WINDING TRANSFORMERS

- A. Dry Type Transformers: ANSI/NEMA TP-1; factory-assembled, air cooled dry type transformers; ratings as shown on the drawings.

- B. Insulation system and average winding temperature rise for rated kVA as follows:

<u>Rating</u>	<u>Class</u>	<u>Rise (degree C)</u>
16-750	220	150

- C. Case Temperature: Shall not exceed 35 degrees C rise above ambient at its warmest point.
- D. Winding Taps, Transformers 15 kVA and Larger: Six 2-1/2 percent full capacity primary taps, two above and four below. Furnish pistol grip for each phase.
- E. Sound Levels: Maximum sound levels are as follows:

<u>kVA Rating</u>	<u>Sound Level</u>
1-5	35 dB
6-25	45 dB
26-150	45 dB
151-225	50 dB
226-300	50 dB
301-500	55 dB

- F. Basic Impulse Level: 10 kV for transformers less than 300 kVA, 30 kV for transformers 300 kVA and larger.
- G. Ground Core and Coil: Ground assembly to enclosure by means of a visible flexible copper grounding strap. Provide ground bus for termination of all conductors.
- H. Mounting: Transformers 75 kVA and less shall be suitable for wall, floor, or trapeze mounting; transformers larger than 75 kVA shall be suitable for floor or trapeze mounting. All transformers shall be mounted on vibration isolation mounts - Cal-Dyn #VT-450.
- I. Coil Conductors: Continuous copper windings with terminations brazed or welded.
- J. Enclosure: ANSI/NEMA ST 20; Type 1. Type 3R. Provide lifting eyes or brackets. Ventilation openings arranged to prevent accidental access to live components. Paint with primer and manufacturer's standard finish.
- K. Isolate Core and Coil: Isolate from enclosure using vibration - absorbing mounts.
- L. Nameplate: Include transformer connection data, sound levels, and overload capacity based on rated allowable temperature rise.
- M. Primary and Secondary Terminals: Terminate at a micarta terminal board.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Set transformer plumb and level.

- B. Use flexible conduit, 2 feet minimum length, for connections to transformer case. Make the conduit connections to the side panel of the enclosure. Mount transformers on vibration isolating pads suitable for isolating the transformer noise from the building structure. Install grounding bushings on all conduits. Install flexible jumpers from enclosure to conduit grounding bushings. Ground transformer neutral as required by CEC for separately derived system, and as per 260170.

3.2 FIELD QUALITY CONTROL

- A. Check for damage and tight connections prior to energizing transformer. Measure primary and secondary voltages with all loads on and make appropriate tap adjustments.

END OF SECTION

SECTION 26 04 70

PANELBOARDS

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Distribution panelboards.
- B. Lighting and appliance branch circuit panelboards.

1.2 REFERENCES

- A. FS W-C-375 - Circuit Breakers, Molded Case, Branch Circuit and Service.
- B. FS W-P-115 - Power Distribution Panel.
- C. NEMA AB 1 - Molded Case Circuit Breakers.
- D. NEMA PB 1 - Panelboards.
- E. NEMA PB 1.1 - Instructions for Safe Installation, Operation and Maintenance of Panelboards Rated 600 Volts or Less.
- F. C.E.C. - California Electrical Code.

1.3 SUBMITTALS

- A. Submit shop drawings for equipment and component devices under provisions of Division 01.
- B. Include outline and support point dimensions, voltage, main bus ampacity, integrated short circuit ampere rating, circuit breaker and fusible switch arrangement and sizes.

1.4 SPARE PARTS

- A. Keys: Furnish 10 each to Owner.

PART 2 - PRODUCTS

2.1 MANUFACTURES - PANELBOARDS

- A. Cutler-Hammer.
- B. GE.
- C. As approved by the Owner.

2.2 BRANCH CIRCUIT PANELBOARDS

- A. Lighting and Appliance Branch Circuit Panelboards: NEMA PB1; circuit breaker type.
- B. Enclosure: NEMA PB 1; Type 1.
- C. Provide cabinet front with concealed trim clamps, concealed hinge and flush lock all keyed alike. Finish in manufacturer's standard gray enamel.
- D. Provide panelboards with copper bus, ratings as scheduled on Drawings. Provide isolated copper ground bus in all panelboards. Provide full size neutral bus.
- E. Minimum Integrated Short Circuit Rating: 10,000 amperes rms symmetrical for 208 volt panelboards.
- F. Molded Case Circuit Breakers: NEMA AB 1; FS W-C-375; bolt- on type thermal magnetic as Type SWD for lighting circuits. Provide UL Class A ground fault interrupter circuit breakers where indicated on Drawings.
- G. Provide solderless lugs or connectors for conductors on mains, load side of breakers, and on ground and neutral bus bars.
- H. Control such as time clocks, time controlled relays, etc., shall be located in a separate compartment with hinged doors within respective panelboards.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install panelboards plumb and flush with wall finishes, in conformance with NEMA PB 1.1.
- B. Height: 6 ft. to the top.
- C. Provide filler plates for unused spaces in panelboards.
- D. Provide typed circuit directory for each branch circuit panelboard. Revise directory to reflect circuiting changes required to balance phase loads and as-built conditions.
- E. Stub 5 empty 3/4 inch conduits to accessible location above ceiling out of each panelboard.

3.2 FIELD QUALITY CONTROL

- A. Measure steady state load currents at each panelboard feeder. Should the difference at any panelboard between phases exceed 20 percent, rearrange circuits in the panelboard to balance the phase loads within 20 percent. Take care to maintain proper phasing for multi-wire branch circuits.

- B. Visual and Mechanical Inspection: Inspect for physical damage, proper alignment, anchorage, and grounding. Check proper installation and tightness of connections for circuit breakers.
- C. Panelboard directories shall be typewritten, arranged in numerical order, and shall show the number of the room in which each outlet served by each panelboard circuit is located. The room numbers used shall be verified and shall indicate the actual room number as supplied by the Owner and shall not necessarily be those used on the drawings. Directories shall be mounted in a 6 by 8 inch metal frame under glass or transparent plastic inside each panelboard door.

END OF SECTION

SECTION 26 04 76
ENCLOSED CIRCUIT BREAKERS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Enclosed molded case circuit breakers.

1.2 REFERENCES

- A. FS W-C-375 - Circuit Breakers, Molded Case, Branch Circuit and Service.
- B. NEMA AB 1 - Molded Case Circuit Breakers.

1.3 SUBMITTALS

- A. Submit product data under provisions of Division 01.
- B. Include circuit breaker and current limiter ratings, trip current and let-through current curves, outline dimensions, and terminal lug sizes.

1.4 REGULATORY REQUIREMENTS

- A. Use circuit breakers listed by Underwriter's Laboratories, Inc., and suitable for specific application.

1.5 EXTRA MATERIALS

- A. Submit extra materials.
- B. Submit three of each size and type current limiter.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Cutler-Hammer
- B. GE.
- C. As approved by the Owner.

2.2 MOLDED CASE CIRCUIT BREAKER

- A. Circuit Breaker: NEMA AB 1.
- B. Service Conditions:

1. Temperature: 115 degrees F.

2.3 CONFIGURATION

- A. Configuration: Inverse time automatic tripping.
- B. Field-Adjustable Trip Circuit Breaker: NEMA AB 1; Provide circuit breakers with frame sizes 200 amperes and larger with mechanism for adjusting long time, short time and continuous current and short time, long time pickup current setting for automatic operation.
- C. Field-Changeable Ampere Rating Circuit Breakers: NEMA AB 1; Provide circuit breakers with frame sizes 200 amperes and larger with changeable trip units.
- D. Current Limiting Circuit Breaker: Provide circuit breaker as indicated on drawings with automatic-resetting current limiting elements in each pole. Let-through Current and Energy: Less than permitted for same size Class RK-5 fuse.
- E. Solid-State Circuit Breaker: Provide circuit breaker as indicated on drawings with electronic sensing, timing and tripping circuits for adjustable current settings; ground fault trip with integral ground fault sensing; instantaneous trip; and adjustable short time trip.

2.4 RATINGS:

- A. Ratings: NEMA AB 1; as indicated on drawings.

2.5 TERMINAL LUGS

- A. Size: NEMA AB 1, copper, aluminum or copper-clad aluminum, suitable for conductor size and quantity indicated on drawings.

2.6 CURRENT LIMITERS

- A. Current Limiter: Designed for application with molded case circuit breaker.
- B. Coordinate limiter size with trip rating of circuit breaker to prevent nuisance tripping and to achieve interrupting current rating specified for circuit breaker.
- C. Provide interlocks to trip circuit breaker and to prevent closing circuit breaker when limiter compartment cover is removed or when one or more limiter is not in place or has operated.

2.7 ENCLOSURE

- A. Enclosure: NEMA AB 1; Type 1 for dry interior locations and Type 3R for exterior or damp locations unless otherwise indicated on drawings.
- B. Fabricate enclosure from steel.
- C. Finish using manufacturer's standard enamel finish, gray color.

2.8 ACCESSORIES

- A. Provide accessories as indicated on drawings to NEMA AB 1.
- B. Handle Lock: Include provisions for padlocking.
- C. Provide mechanical trip device.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that surfaces are ready to receive work.
- B. Verify field measurements are as shown on Drawings.
- C. Verify that required utilities are available, in proper location, and ready for use.
- D. Beginning of installation means installer accepts conditions.

3.2 INSTALLATION

- A. Install enclosed circuit breakers where shown on Drawings, in accordance with manufacturer's instructions.

3.3 ADJUSTING

- A. Adjust trip settings so that circuit breakers coordinate with other overcurrent protective devices in circuit.
- B. Adjust trip settings to provide adequate protection from overcurrent and fault currents.

3.4 FIELD QUALITY CONTROL

- A. Inspect and test each circuit breaker to NEMA AB 1.
- B. Inspect visually and perform several mechanical ON-OFF operations on each circuit breaker.
- C. Verify circuit continuity on each pole in closed position.
- D. Determine that circuit breaker will trip on overcurrent condition, with tripping time to NEMA AB 1 requirements.
- E. Include description of testing and results in test report.

END OF SECTION



OFFICE OF
CLERK OF THE BOARD OF SUPERVISORS
1st FLOOR, COUNTY ADMINISTRATIVE CENTER
P.O. BOX 1147, 4080 LEMON STREET
RIVERSIDE, CA 92502-1147
PHONE: (951) 955-1060
FAX: (951) 955-1071

KECIA HARPER-IHEM
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR
Assistant Clerk of the Board

October 25, 2010

THE PRESS ENTERPRISE
ATTN: LEGALS
PO BOX 792
RIVERSIDE, CA 92501

FAX (951) 368-9018
E-MAIL: legals@pe.com

RE: NOTICE INVITING BIDS: Crestmore Manor HVAC Replacement Project

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **TWO (2) TIMES** on **two consecutive Wednesdays: October 27 and November 3, 2010.**

We require your affidavit of publication immediately upon completion of the last publication.

Your invoice must be submitted to this office in duplicate, **WITH TWO CLIPPINGS OF THE PUBLICATION.**

NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.

Thank you in advance for your assistance and expertise.

Sincerely,

Mcgil

Cecilia Gil, Board Assistant to
KECIA HARPER-IHEM, CLERK OF THE BOARD

Gil, Cecilia

From: PE Legals [legals@pe.com]
Sent: Monday, October 25, 2010 10:55 AM
To: Gil, Cecilia
Subject: RE: FOR PUBLICATION: Notice Inviting Bids: Crestmore Manor HVAC

Received for publication on Oct. 27 & Nov. 3

Thank You!
Maria

Maria G. Tinajero · Legal Advertising Department · 1-800-880-0345 · Fax: 951-368-9018

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Please Note: Deadline is 10:30 AM two (2) business days prior to the date you would like to publish.
Additional days required for larger ad sizes

From: Gil, Cecilia [<mailto:CCGIL@rcbos.org>]
Sent: Monday, October 25, 2010 10:11 AM
To: PE Legals
Subject: FOR PUBLICATION: Notice Inviting Bids: Crestmore Manor HVAC

Hello!

Attached is a Notice Inviting Bids, for publication on 2 Wednesdays: Oct. 27 and Nov. 3, 2010. Please confirm. THANK YOU!

Cecilia Gil

Board Assistant to the
Clerk of the Board of Supervisors
951-955-8464

**THE COUNTY ADMINISTRATIVE CENTER IS CLOSED EVERY FRIDAY UNTIL FURTHER NOTICE.
PLEASE CONSIDER THE ENVIRONMENT BEFORE PRINTING.**

NOTICE INVITING BIDS

COUNTY OF RIVERSIDE, herein called Owner, invites sealed proposals for:

CRESTMORE MANOR HVAC REPLACEMENT PROJECT #2009002249

This Project consists of the construction of a Variable Refrigerant Flow (VRF) HVAC System within the County of Riverside Regional Parks and Open Space District executive offices (a historic building known as the Crestmore Manor).

Proposals shall be delivered to the Clerk of the Board of Supervisors, on the 1st floor of the County Administrative Center located at 4080 Lemon Street, Riverside, CA 92501 no later than **10:30 am on Wednesday, November 17th, 2010** and will be promptly opened in public at said address.

Each Proposal shall be in accordance with the Plans, Specifications, and other Contract Documents prepared by the Economic Development Agency, County of Riverside. A nonrefundable fee of (\$40.00) will be charged for each set of Plans and Specifications furnished to Contractors. An additional nonrefundable fee will be charged for each set of Plans and Specifications furnished that are requested to be mailed to Contractors. Plans and Specifications may be obtained from Mission Reprographics, 2050 E. La Cadena Drive, Suite L, Riverside, CA 92507, 951-686-8828.

Pursuant to the Labor Code, the Governing Board of the Owner has obtained from the Director of the Department of Industrial Relations, State of California, his determination of general prevailing rates of per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, as set forth on the schedule which is on file at the principal office of the Owner, and which will be made available to any interested person upon request.

The Contract General Conditions for this project will contain provisions allowing successful contractor to substitute securities for monies withheld by the County to ensure performance (Public Contract Code 22300).

A Performance Bond and Payment Bond shall be required for this Project.

The Contractor will be required, per Public Contracts Code, Section 3300 and for this contract, to have a State of California contractor's license classification of 'C-20' - HVAC Contractor. A **mandatory** pre-bid job walk inspection will be held on November 10th, 2010 at 11:00 a.m., meeting at 4600 Crestmore Road, Riverside, California. **No bids will be accepted from bidders who have not attended the pre-bid job walk.**

For further information, contact Dennis Downs at the Economic Development Agency, located at 3403 10th Street, Suite 400, Riverside, CA 92501 whose telephone number is (951) 955-0391.

Dated: October 25, 2010

Kecia Harper-Ihem, Clerk of the Board
By: Cecilia Gil, Board Assistant

⑨ REMITTANCE ADDRESS
 POST OFFICE BOX 12009
 RIVERSIDE, CA 92502-2209
 FAX (951) 368-9026

① BILLING PERIOD 11/03/10 - 11/03/10
 ② ADVERTISING/CLIENT NAME BOARD OF SUPERVISORS
 ③ BILLING DATE 11/03/10
 FOR BILLING INFORMATION CALL (951) 368-9713
 ④ PAGE NO 1
 ⑤ TOTAL AMOUNT DUE 347.50
 * UNAPPLIED AMOUNT ⑥ TERMS OF PAYMENT Due Upon Receipt

⑦ BILLED ACCOUNT NAME AND ADDRESS
 BOARD OF SUPERVISORS
 COUNTY OF RIVERSIDE
 P.O. BOX 1147
 RIVERSIDE CA 92502

⑧ BILLED ACCOUNT NUMBER 045202
 REP NO LE04

Statement #: 56569048 Amount Paid \$ _____ Your Check # _____


PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE

⑩ DATE	⑪ REFERENCE	⑫ ⑬ DESCRIPTION-OTHER COMMENTS/CHARGES	⑭ SAU SIZE ⑮ BILLED UNITS	⑯ RATE	⑰ GROSS AMOUNT	⑱ NET AMOUNT
10/27	4241136 CO	NIB - CRESTMORE MANOR HVAC REP Class : 10 Ctext Ad# 10443935 Placed By : Cecilia Gil	139 L	1.30		180.70
11/03	4241136 CO	NIB - CRESTMORE MANOR HVAC REP Class : 10 Ctext Ad# 10443935 Placed By : Cecilia Gil	139 L	1.20		166.80


EDA
3.35 of 09/28/10
1hr

RECEIVED RIVERSIDE COUNTY
 CLERK/BOARD OF SUPERVISORS
 2010 NOV 15 PM 12:46

⑲ CURRENT NET AMOUNT DUE	⑳ 30 DAYS	㉑ 60 DAYS	㉒ OVER 90 DAYS	* UNAPPLIED AMOUNT	㉓ PLEASE PAY THIS AMOUNT
					347.50

THE PRESS-ENTERPRISE  P.O. BOX 12009
 RIVERSIDE, CA 92502-2209
 TELEPHONE (951) 368-9711
 (951) 368-9720 □ (951) 368-9713

ADVERTISING STATEMENT/INVOICE

* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE 

⑳ STATEMENT NUMBER	㉑ BILLING PERIOD	㉒ BILLED ACCOUNT NUMBER	㉓ ADVERTISER/CLIENT NUMBER	㉔ ADVERTISER/CLIENT NAME
56569048	11/03/10 - 11/03/10	045202		BOARD OF SUPERVISORS

THE PRESS-ENTERPRISE

3450 Fourteenth Street
Riverside CA 92501-3878
951-684-1200
951-368-9018 FAX

**PROOF OF PUBLICATION
(2010, 2015.5 C.C.P.)**

Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc.: NIB - Crestmore Manor HVAC Replacem

I am a citizen of the United States. I am over the age of eighteen years and not a party to or interested in the above entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper of general circulation, printed and published daily in the County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of April 25, 1952, Case Number 54446, under date of March 29, 1957, Case Number 65673 and under date of August 25, 1995, Case Number 267864; that the notice, of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

10-27-10
11-03-10

I Certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date: Nov. 3, 2010
At: Riverside, California



BOARD OF SUPERVISORS
P.O. BOX 1147
COUNTY OF RIVERSIDE
RIVERSIDE CA 92502

Ad #: 10443935

PO #:

Agency #: _____

Ad Copy:

**NOTICE INVITING BIDS
COUNTY OF RIVER-
SIDE, herein called
Owner, invites sealed proposals for:**

**CRESTMORE MANOR
HVAC REPLACEMENT
PROJECT #2009002249**

This Project consists of the construction of a Variable Refrigerant Flow (VRF) HVAC System within the County of Riverside Regional Parks and Open Space District executive offices (a historic building known as the Crestmore Manor).

Proposals shall be delivered to the Clerk of the Board of Supervisors, on the 1st floor of the County Administrative Center located at 4080 Lemon Street, Riverside, CA 92501 no later than 10:30 am on Wednesday, November 17th, 2010 and will be promptly opened in public at said address.

Each Proposal shall be in accordance with the Plans, Specifications, and other Contract Documents prepared by the Economic Development Agency, County of Riverside. A nonrefundable fee of (\$40.00) will be charged for each set of Plans and Specifications furnished to Contractors. An additional nonrefundable fee will be charged for each set of Plans and Specifications furnished that are requested to be mailed to Contractors. Plans and Specifications may be obtained from Mission Reprographics, 2050 E. La Cadena Drive, Suite L, Riverside, CA 92507, 951-686-8828.

Pursuant to the Labor Code, the Governing Board of the Owner has obtained from the Director of the Department of Industrial Relations, State of California, his determination of general prevailing rates of per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, as set forth on the schedule which is on file at the principal office of the Owner, and which will be made available to any interested person upon request.

The Contract General Conditions for this project will contain provisions allowing successful contractor to substitute securities for monies withheld by the County to ensure performance (Public Contract Code 22300).

A Performance Bond and Payment Bond shall be required for this Project.

The Contractor will be required, per Public Contracts Code, Section 3300 and for this contract, to have a State of California contractor's license classification of 'C-20' - HVAC Contractor. A mandatory pre-bid job walk inspection will be held on November 10th, 2010 at 11:00 a.m., meeting at 4600 Crestmore Road, Riverside, California. No bids will be accepted from bidders who have not attended the pre-bid job walk.

For further information, contact Dennis Downs at the Economic Development Agency, located at 3403 10th Street, Suite 400, Riverside, CA 92501 whose telephone number is (951) 955-0391.

Dated: October 25, 2010

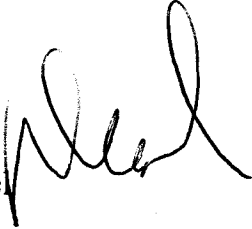
MEMORANDUM



RIVERSIDE COUNTY COUNSEL

December 3, 2010

TO: Jane Jennings
Clerk of the Board

FROM: Neal Kipnis
Deputy County Counsel 

RE: Crestmore Manor HVAC

I am returning the bids for this project. The low bid of D. Webb Inc. is approved as to form.

Please let me know if you have any questions.

Enclosures
cc: Dennis Downs, EDA (by email)

Bid Summary

TO:	Pamela J. Walls County Counsel	PROJECT:	Crestmore Manor HVAC Replacement Project
FROM:	Jane Jennings 955-8092 Clerk of the Board	BID DATE:	11/29/10
Project Mgr:	Dennis Downs 951-955-0391 EDA	BID TIME:	2:00 p.m.
		ITEM/DATE:	#3.35 of 09/28/10

(PLEASE REFER ALL QUESTIONS TO THE PROJECT MANAGER)

CONTRACTORS

BID AMOUNT

D. Webb, Inc.
9066 Fortuna Ave.
Yucca Valley, CA 92284
(760) 401-2034

Base Bid: \$ 300,254.00
Alternate 1: \$ + 3,478.00

Pardess Air Inc.
1769 Kelton Ave.
Los Angeles, CA 90024
(310) 477-3628

Base Bid: \$ 342,000.00
Alternate 1: \$ + 8,000.00

NKS Mechanical Contracting, Inc.
5753 E. Santa Ana Canyon Rd.
Suite #6559
Anaheim, CA 92807

Base Bid: \$ 372,594.00
Alternate 1: \$ + 7,880.00

Arrowhead Mechanical, Inc.
209 N. Waterman Ave.
San Bernardino, CA 92408
(909) 884-0174

Base Bid: \$ 381,000.00
Alternate 1: \$ + 12,500.00

Riverside Construction Company, Inc.
4225 Garner Road
Riverside, CA 92501
(951) 682-8308

Base Bid: \$ 398,000.00
Alternate 1: \$ + 9,950.00

Air-Ex Air Conditioning, Inc.
157 Gentry Street
Pomona, CA 91767
(909) 596-6856

Base Bid: \$ 475,000.00
Alternate 1: \$ + 26,588.00

RECEIVED

NOV 30 2010

COUNTY COUNSEL
TO

MW

CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: 11-29-10

Bidder: D. Webb, Incorporated

The undersigned, having carefully examined the proposed site and the Plans and Specifications, the Notice Inviting Bids, the Instructions to Bidders, the Agreement Form, the Bond Forms, and the General Conditions for the Construction of the Crestmore Manor HVAC Replacement Project, hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the work in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Addendum No. 1 Date 11-15-10

Addendum No. _____ Date _____

Addendum No. _____ Date _____

For the total Base Bid Three hundred thousand - two hundred fifty-four dollars (\$ 300,254-), including all applicable taxes, permits, licenses, AND Course of Construction Insurance.

		(Add or Deduct state which)
Alternate 1	\$ <u>3,478-</u>	<u>Add</u>
Alternate 2	\$ _____	_____
Alternate 3	\$ _____	_____
Alternate 4	\$ _____	_____

And,
Cost of Contractor's Course of Construction Insurance Five hundred dollars (\$ 500-) and deductible \$ 500-.

Bids must be submitted on all items. Failure to bid on all items may result in the bid being rejected as non-responsive. The basis for award will be the qualified bidder with the lowest total of the Base Bid WITH COURSE OF CONSTRUCTION INSURANCE and all alternates. Alternates may be awarded in any order after determination of the lowest responsible and responsive bidder.

Abracadabra Electric
P.O. Box 715
Pioneertown, CA 92268
Lic# 557400
760 365-7503

Electrical

Desert Insulation
55665 Pipes Canyon Rd.
Yucca Valley, CA 92284
Lic#833710
760-365-9582

Insulation

Sonrise Drywall
P.O. Box 1153
Yucca Valley, CA 92286
Lic# 848068
760-333-6148

Drywall

Diversified Heating & Cooling
60616 La Mirada Tr.
Joshua Tree, CA 92252
Lic. # 932767
(760) 285-9644

HVAC

AWARD OF CONTRACT

The undersigned fully understands that a Contract is formed upon the acceptance of this Proposal by the Owner and the undersigned further agrees that upon request he will promptly execute and deliver to Owner a written memorial of the Contract together with the required Payment and Performance Bonds and proof of insurance.

BID GUARANTEE

The enclosed certified or cashier's check or bidder's bond on approved form, made payable to the Owner in the amount of ten percent of the total bid submitted herewith, is hereby given as a guarantee that the bidder will execute and deliver the above mentioned written memorial and required bonds and insurance if awarded the contract, and in the event that the undersigned fails or refuses to execute and deliver said documents, such check or bond is to be charged with the costs of the damages experienced by the Owner as a result of such failure or refusal, including but not limited to publication costs, the difference in money between the amount of the bid of the said principal and the amount for which obligee may legally contract with another party to perform the said work if such amount be in excess of the former, building lease or rental costs, transportation costs and additional salary costs that result from the delay due to the principal's default on the awarded contract. In no event, however, shall the Surety's liability exceed the penal sum hereof.

Name of Bidder: D. Webb, Incorporated

Type of Organization: Corporation

Signed By: David Webb

Title of Signer: President

Address of Bidder: 9066 Fortrose Ave.
Yucca Valley CA 92284

Affix Seal
If
Corporation

Telephone No.: 760 401-2034

Contractor's License No.: 794667

Classification: B Expiration Date: 11-30-12

LICENSURE STATEMENTS ARE MADE UNDER PENALTY OF PERJURY

If bidder is a corporation, and signer is not President or Secretary, attach a certified copy of By-Laws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach Power of Attorney. If bidder is not an individual, list names of other persons authorized to bind the organization.

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID**

State of California) ss.
County of Riverside)

David Webb, being first duly sworn, deposes and says:

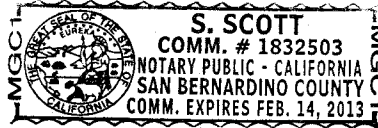
That he or she is President of D. Webb Incorporated the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder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

[Signature]
Signature

Subscribed and sworn to before me this 29th day of NOVEMBER, 2010.

[Signature]
Signature of officer administering oath

State of California
County of SAN BERNARDINO
Subscribed and sworn to (or affirmed) before me on this
29th day of NOV, 2010
by DAVID WEBB, proved
to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



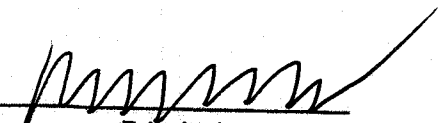
**CONTRACTOR'S CERTIFICATE
REGARDING WORKERS' COMPENSATION**

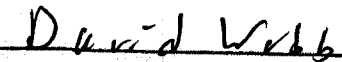
Labor Code Section 3700

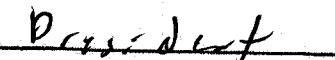
Every employer, except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a Certificate of Consent to Self-Insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees

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


Principal


Principal


Title

(In accordance with Article 5 [commencing at Section 1860], Chapter, Part 7, Division 2 of the Labor Code, the above Certificate must be signed and filed with the Owner prior to performing any work under this Contract.)

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Ed Soo, Doug Lindley, jointly or severally

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

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

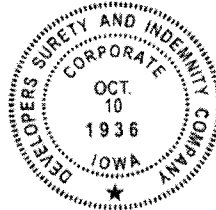
RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power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

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

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

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

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



State of California
County of Orange

On August 13th, 2008 before me, Jenny TT Nguyen, Notary Public
Date Here Insert Name and Title of the Officer

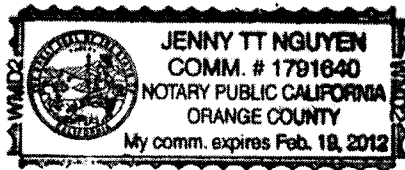
personally appeared Daniel Young and Stephen T. Pate
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature *Jenny TT Nguyen*
Jenny TT Nguyen, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 15 day of NOVEMBER 2010

By: *Gregg Okura*
Gregg Okura, Assistant Secretary

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Placer

On 11/15/10 before me, Jennifer Diane Moldrup Notary Public
(Here insert name and title of the officer)

personally appeared Doug Lindberg

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.

J. Moldrup
Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

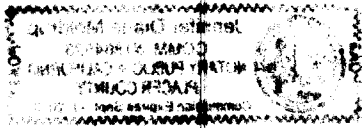
(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document



D. Webb, Inc.
9066 Fortuna Ave.
Yucca Valley, CA 92284

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS

2010 NOV 29 PM 1:33

SEALED BID
Crestmore Manor HVAC
11/29/10 2:00pm
Clerk of the Board – 4080 Lemon St.
D. Webb, Incorporated

CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: 11/17/10

Bidder: PARDESS AIR INC.

The undersigned, having carefully examined the proposed site and the Plans and Specifications, the Notice Inviting Bids, the Instructions to Bidders, the Agreement Form, the Bond Forms, and the General Conditions for the Construction of the Crestmore Manor HVAC Replacement Project, hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the work in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Addendum No. 1 Date 11/16/10

Addendum No. _____ Date _____

Addendum No. _____ Date _____

For the total Base Bid THREE Hundred Forty Two thousand dollars (\$ 342,000.) including all applicable taxes, permits, licenses, **AND Course of Construction Insurance.**

Alternate 1	\$ <u>8,000.</u>	(Add or Deduct state which) <u>EIGHT THOUSAND DOLLARS</u>
Alternate 2	\$ _____	_____
Alternate 3	\$ _____	_____
Alternate 4	\$ _____	_____

And,
Cost of Contractor's Course of Construction Insurance ONE THOUSAND dollars (\$ 1,000.) and deductible \$ 2,500.

Bids must be submitted on all items. Failure to bid on all items may result in the bid being rejected as non-responsive. The basis for award will be the qualified bidder with the lowest total of the Base Bid WITH COURSE OF CONSTRUCTION INSURANCE and all alternates. Alternates may be awarded in any order after determination of the lowest responsible and responsive bidder.

AWARD OF CONTRACT

The undersigned fully understands that a Contract is formed upon the acceptance of this Proposal by the Owner and the undersigned further agrees that upon request he will promptly execute and deliver to Owner a written memorial of the Contract together with the required Payment and Performance Bonds and proof of insurance.

BID GUARANTEE

The enclosed certified or cashier's check or bidder's bond on approved form, made payable to the Owner in the amount of ten percent of the total bid submitted herewith, is hereby given as a guarantee that the bidder will execute and deliver the above mentioned written memorial and required bonds and insurance if awarded the contract, and in the event that the undersigned fails or refuses to execute and deliver said documents, such check or bond is to be charged with the costs of the damages experienced by the Owner as a result of such failure or refusal, including but not limited to publication costs, the difference in money between the amount of the bid of the said principal and the amount for which obligee may legally contract with another party to perform the said work if such amount be in excess of the former, building lease or rental costs, transportation costs and additional salary costs that result from the delay due to the principal's default on the awarded contract. In no event, however, shall the Surety's liability exceed the penal sum hereof.

Name of Bidder: PARDESS AIR INC.

Type of Organization: CORPORATION

Signed By: MOZAFAR SHAYE

Title of Signer: PRESIDENT

Address of Bidder: 1769 KELTON AVE
LA CA 90024

Telephone No.: 310 477 3628

Contractor's License No.: 766553

Classification: B, C-20 Expiration Date: 7/31/11

Affix Seal
If
Corporation

LICENSURE STATEMENTS ARE MADE UNDER PENALTY OF PERJURY

If bidder is a corporation, and signer is not President or Secretary, attach a certified copy of By-Laws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach Power of Attorney. If bidder is not an individual, list names of other persons authorized to bind the organization.

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID**

State of California) ss.
County of Riverside)

MOZAFFAR SHAYE, being first duly sworn, deposes and says:

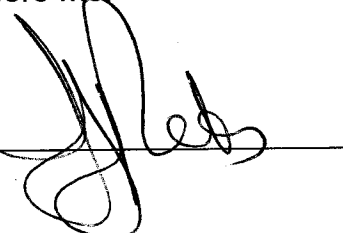
That he or she is PRESIDENT of PARDESS AIR INC.
the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that

JURAT

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 12th day of
December, 20 10, by MOZAFFAR SHAYE,
proved to me on the basis of satisfactory evidence to be the person(s) who
appeared before me.

(seal)
Signature



NON-COLLUSION AFFIDAVIT COUNTY OF RIVERSIDE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

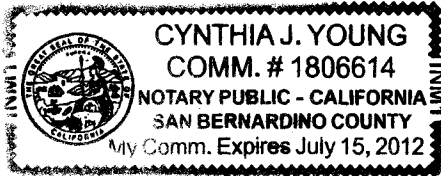
State of California
County of San Bernardino } ss.

On November 12, 2010 before me, Cynthia J. Young, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Personally appeared Pamela McCarthy

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.

Cynthia J. Young
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

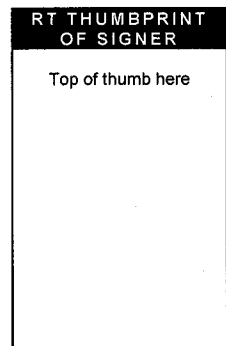
Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer is Representing:



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

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

FIRST NATIONAL INSURANCE COMPANY OF AMERICA
SEATTLE, WASHINGTON
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That First National Insurance Company of America (the "Company"), a Washington stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **JAY P. FREEMAN, PAMELA MCCARTHY, CYNTHIA J. YOUNG, LAURIE B. DRUCK, ALL OF THE CITY OF SAN BERNARDINO, STATE OF CALIFORNIA**

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100***** DOLLARS (\$ 50,000,000.00*****)** each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE IV - Execution of Contracts: Section 12. Surety Bonds and Undertakings.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article IV, Section 12 of the By-laws, Garnet W. Elliott, Assistant Secretary of First National Insurance Company of America, is authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of First National Insurance Company of America has been affixed thereto in Plymouth Meeting, Pennsylvania this 13th day of August, 2010.



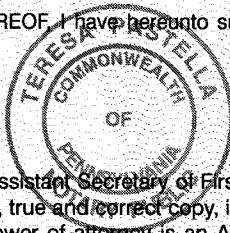
FIRST NATIONAL INSURANCE COMPANY OF AMERICA

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 13th day of August, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of First National Insurance Company of America; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of First National Insurance Company of America thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of First National Insurance Company of America, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-laws of First National Insurance Company of America.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of First National Insurance Company of America at a meeting duly called and held on the 18th day of September, 2009.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 12 day of November, 2010



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

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

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

Bidder:

Pardess Air Inc.
1769 KELTON AVENUE
LOS ANGELES, CA 90024
TEL: 310-477-3628

**TO: COUNTY OF RIVERSIDE
CLERK, 1ST FLOOR ADMIN. CENTER
4080 LEMON STREET
RIVERSIDE, CA 92501**

**SEALED BID RECEIVED
CLERK OF THE BOARD OF SUPERVISORS**

CRESTMORE MANOR HVAC REPLACEMENT

2009002249

~~11/29/10~~

~~10:30 AM~~

11/29/10

2:00 P.M.

JOB NAME:

PROJECT NO.:

BID DATE:

BID TIME:

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS
2010 NOV 29 PM 11:54

CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: 11/29/2010

Bidder: NKS MECHANICAL CONTRACTING INC.

The undersigned, having carefully examined the proposed site and the Plans and Specifications, the Notice Inviting Bids, the Instructions to Bidders, the Agreement Form, the Bond Forms, and the General Conditions for the Construction of the Crestmore Manor HVAC Replacement Project, hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the work in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Addendum No. # 1 Date 11/15/2010

Addendum No. _____ Date _____

Addendum No. _____ Date _____

For the total Base Bid THREE HUNDREDS AND SEVENTY TWO THOUSAND FIVE HUNDRED dollars (\$ 372,594.00), including all applicable taxes, permits, licenses, **AND Course of Construction Insurance.**

		(Add or Deduct state which)
Alternate 1	\$ <u>7000.00</u>	<u>ADSD</u>
Alternate 2	\$ _____	_____
Alternate 3	\$ _____	_____
Alternate 4	\$ _____	_____

And,
Cost of Contractor's Course of Construction Insurance FOUR THOUSAND FOUR HUNDRED FIFTY dollars (\$ 4,450.00) and deductible \$ 10,000.00.

Bids must be submitted on all items. Failure to bid on all items may result in the bid being rejected as non-responsive. The basis for award will be the qualified bidder with the lowest total of the Base Bid WITH COURSE OF CONSTRUCTION INSURANCE and all alternates. Alternates may be awarded in any order after determination of the lowest responsible and responsive bidder.

AWARD OF CONTRACT

The undersigned fully understands that a Contract is formed upon the acceptance of this Proposal by the Owner and the undersigned further agrees that upon request he will promptly execute and deliver to Owner a written memorial of the Contract together with the required Payment and Performance Bonds and proof of insurance.

BID GUARANTEE

The enclosed certified or cashier's check or bidder's bond on approved form, made payable to the Owner in the amount of ten percent of the total bid submitted herewith, is hereby given as a guarantee that the bidder will execute and deliver the above mentioned written memorial and required bonds and insurance if awarded the contract, and in the event that the undersigned fails or refuses to execute and deliver said documents, such check or bond is to be charged with the costs of the damages experienced by the Owner as a result of such failure or refusal, including but not limited to publication costs, the difference in money between the amount of the bid of the said principal and the amount for which obligee may legally contract with another party to perform the said work if such amount be in excess of the former, building lease or rental costs, transportation costs and additional salary costs that result from the delay due to the principal's default on the awarded contract. In no event, however, shall the Surety's liability exceed the penal sum hereof.

Name of Bidder: NKS MECHANICAL CONTRACTING LLC.
Type of Organization: CONTRACTOR
Signed By: NAMIR SHAMARA
Title of Signer: PRESIDENT
Address of Bidder: 5753 E. SANTA ANA CYN. Rd.
SUITE 6559
ANAHEIM CA 92807
Telephone No.: 714 281 5123
Contractor's License No.: 865725
Classification: C20 Expiration Date: 10/31/2011

Affix Seal
If
Corporation

LICENSURE STATEMENTS ARE MADE UNDER PENALTY OF PERJURY

If bidder is a corporation, and signer is not President or Secretary, attach a certified copy of By-Laws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach Power of Attorney. If bidder is not an individual, list names of other persons authorized to bind the organization.

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID**

State of California) ss.
County of Riverside)

NAMIR SHMARA

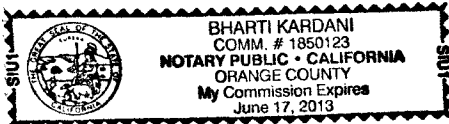
, being first duly sworn, deposes and says:

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

Namir Shmara
Signature

Subscribed and sworn to before me this 29th day of NOVEMBER, 2010.

Bharti Kardani
Signature of officer administering oath



County of Orange
State of Ca.

Bid Bond

Bond No. NKSME-010

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned NKS Mechanical Contracting, Inc., as Principal; and North American Specialty* as Surety, are hereby held and firmly bound unto the County of Riverside, hereinafter called the "Owner", in the sum of Ten Percent of Total Bid Dollars (\$ 10% of Bid) for the payment of such sum, well and truly to be made, do hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. *Insurance Company

WHEREAS, the said Principal is herewith submitting its Proposal for the Retrofit an Existing Historical Building with a HVAC System, Job/Bid No. 2009002249

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the Contract upon said Proposal and shall, within the required number of days after the notice of such award, execute a written memorial of the awarded Contract and submit the required Labor and Material Payment and faithful Performance Bond and proof of insurance, then this obligation shall be null and void; and in the event that the Principal fails and/or refuses to execute and deliver said documents this Bond will be charged with the costs of the damages experienced by the Owner as a result of such refusal, including but not limited to, publication cost, the difference in money between the amount of the bid of the said Principal and the amount for which the obligee may legally contract with another party to perform the said work if such amount be in excess of the former; building lease or rental costs, transportation cost, and additional salary costs that result from the delay due to the Principal's default on the awarded Contract. In no event however, shall the Surety's liability exceed the penal sum hereof.

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

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their separate seals this 24th day of November, 2010, the name and corporate seal of each corporate party being hereto affixed and those present duly signed by its undersigned representative, pursuant to authority of its governing body.

NKS Mechanical Contracting, Inc.

(Firm Name - Principal)

5733 E. Santa Ana Cyn. Rd. #G559 Anaheim, CA 92867

(Business Address)

By

[Handwritten Signature]
(Original Signature)

Affix Seal
If
Corporation

(Title)

North American Specialty Insurnace Company

(Corporation Name - Surety)

701 S. Parker St. #3800 Orange, CA 92868

(Business Address)

By

[Handwritten Signature: Matthew R. Doby]
(Original Signature) Matthew R. Doby,
Attorney-In-Fact

Affix
Corporate
Seal

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

RANDY SPOHN and MATTHEW R. DOBYNS

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWENTY-FIVE MILLION (\$25,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24th of March, 2000:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

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



By [Signature]
Steven P. Anderson, President & Chief Executive Officer of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



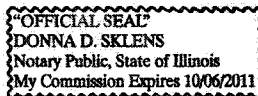
By [Signature]
David M. Layman, Senior Vice President of Washington International Insurance Company
& Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 2nd day of September, 2010.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 2nd day of September, 2010, before me, a Notary Public personally appeared Steven P. Anderson, President and CEO of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Senior Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
Donna D. Sklens, Notary Public

I, James A. Carpenter, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 24th day of November, 2010.

[Signature]

James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

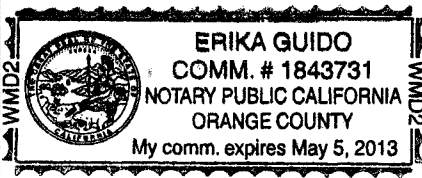
State of CALIFORNIA

County of ORANGE

On November 24, 2010 before me, Erika Guido, NOTARY PUBLIC,

personally appeared MATTHEW R. DOBYNS

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.

A handwritten signature in cursive script, appearing to read "Erika Guido", written over a horizontal line.

Signature of Notary

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

- PARTNER(S) LIMITED
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

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

Labor Code Section 3700

Every employer, except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a Certificate of Consent to Self-Insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees

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

Nauy 11/29/2010
Principal

Principal
PRESIDENT
Title

(In accordance with Article 5 [commencing at Section 1860], Chapter, Part 7, Division 2 of the Labor Code, the above Certificate must be signed and filed with the Owner prior to performing any work under this Contract.)

INSTRUCTIONS TO BIDDERS

- A. **FORM OF PROPOSAL:** The Proposal must be made on the attached Contractor's Proposal Form which must be filled out completely, dated and signed by the bidder or duly authorized agent in accordance with the directions on the Proposal Form. Each Proposal shall include a complete list of the Subcontractors proposed for every portion of the work, in accordance with Public Contract Code, Section 4100-4114, inclusive.
- B. **SUBMISSION OF THE PROPOSAL:** Signed copies of each Proposal shall be sealed in an envelope labeled with Title of Bid and Opening Time. Proposals shall be submitted at the place designated in the Notice Inviting Bids at or before the time specified in said notice. Before that time a proposal may be withdrawn, but only in person by the bidder or someone authorized by him in writing, and not by telephone or telegram.
- C. **DRAWINGS AND SPECIFICATIONS:** All drawings, herein enclosed, become a part of the Bid Documents. Additional sets may be provided if requested by bidders and deemed necessary and if there is sufficient time, for the sum of forty dollars (\$40.00) per set plus an additional fee per set for mailing if required. Plans and Specifications may be obtained from Mission Reprographics, located at 2050 E. La Cadena Dr., Suite L, Riverside, 951-686-882, Attn: Mario Silva. All fees are due at the time of request and must be paid by check or money order made payable to "Mission Reprographics".
- D. **INTERPRETATION OF THE DOCUMENTS:** Discrepancies in and omissions from the Plans, Specifications or other Contract Documents or questions as to their meaning shall, at once, be brought to the attention of the Owner. Any interpretation of the Documents will be made only by Addenda duly issued and a copy of such Addenda will be mailed or delivered to each person or firm receiving a set of such documents. The Owner will not be responsible for any other explanations or interpretations. Should anything in the scope of the work or any of the sections of the Specifications be of such nature as to be apt to cause disputes between the various trades involved, such information shall be promptly called to the attention of the Owner.
- ADDENDA TO THE DOCUMENTS:** The Owner reserves the right to issue such Addenda to the documents as it may desire at any time prior to the time fixed for receiving Proposals. A copy of all such Addenda will be promptly mailed or delivered to each bidder. The number and date of each Addenda shall be listed on the Contractor's Proposal in the space provided.
- F. **OWNER'S RESERVATION OF RIGHTS:** The Owner reserves the right to reject any or all Proposals and to waive any informalities in a bid or in the bidding. No bidder may withdraw his bid for a period of sixty (60) days after the time set for the opening thereof.
- G. **BIDDER'S CHECK OR BOND:** Each Proposal must be accompanied by a certified or cashier's check or by a bid bond on the form supplied by the Owner, drawn in favor of the Owner in an amount not less than ten percent (10%) of the total Proposal. This check or bond shall be given as a guarantee that the bidder, if awarded the contract, will execute and deliver the Contract Documents and the required Payment and Performance Bonds and proof of insurance in accordance with his Proposal accepted by the Owner. In default of execution of the Contract upon award and/or delivery of said Payment and Performance Bonds, such Proposal bond or check shall be held subject to payment to the Owner of the difference in money between the amount of the bidder's Proposal and the amount for which the Owner may legally contract with another party to perform the said work, together with the costs to the Owner of redrafting, redrawing and publishing documents and papers shall, in addition, be held subject to all other actual damages suffered by the Owner, as set forth on the Contract Documents. Said check or bond will be returned upon the close of the period mentioned in Paragraph F above, and to the successful bidder upon execution of the Contract Documents. **NO BONDS WILL BE ACCEPTED UNLESS SUBMITTED ON THE FORM SUPPLIED BY OWNER.**
- H. **AWARD OF CONTRACT:** The Contract shall be awarded upon a Resolution or Minute Order to that effect duly adopted by the Governing Board of the Owner. Execution of the Contract Documents shall constitute a written memorial thereof.

- I. **ADDITIONAL INFORMATION:** The Owner reserves the right to require of a bidder, information regarding financial responsibility or such other information as the Owner determines is necessary to ascertain whether a bid is in fact the lowest responsible bid submitted. All references to an Architect shall be deemed to refer to the Owner where no Architect has been employed by the Owner.
- J. **PROMPT ACTION BY THE CONTRACTOR:** After the award of the Contract by the Governing Board and within four (4) days after the Agreement Forms are presented to the Contractor for signing, he shall return to the Owner the signed Agreements, along with all necessary Bonds and insurance.
- K. **PRE-BID CONFERENCE:** There will be a mandatory pre-bid conference for this project that will be held at the site. No bids will be accepted from bidders who have not attended the pre-bid conference.
- L. **BIDS:** Under the bidding items listed on the Contractor's Proposal, bidders shall state prices for each basis for bid given hereinafter.
1. Base Bid shall be the entire work complete in accordance with the contract documents, but not including work indicated or specified to be provided under any of the other bid items.
 2. Please note that a separate cost quotation for Contractor's Course of Construction insurance is required per General Conditions Section 2.3.6.

The basis for award will be the qualified bidder with the lowest total of the Base Bid with Course of Construction Insurance and all alternates. Alternates may be awarded in any order after determination of the lowest responsible and responsive bidder.

- I. **ADDITIONAL INFORMATION:** The Owner reserves the right to require of a bidder, information regarding financial responsibility or such other information as the Owner determines is necessary to ascertain whether a bid is in fact the lowest responsible bid submitted. All references to an Architect shall be deemed to refer to the Owner where no Architect has been employed by the Owner.
- J. **PROMPT ACTION BY THE CONTRACTOR:** After the award of the Contract by the Governing Board and within four (4) days after the Agreement Forms are presented to the Contractor for signing, he shall return to the Owner the signed Agreements, along with all necessary Bonds and insurance.
- K. **PRE-BID CONFERENCE:** There will be a mandatory pre-bid conference for this project that will be held at the site. No bids will be accepted from bidders who have not attended the pre-bid conference.
- L. **BIDS:** Under the bidding items listed on the Contractor's Proposal, bidders shall state prices for each basis for bid given hereinafter.
1. Base Bid shall be the entire work complete in accordance with the contract documents, but not including work indicated or specified to be provided under any of the other bid items.
 2. Please note that a separate cost quotation for Contractor's Course of Construction insurance is required per General Conditions Section 2.3.6.

The basis for award will be the qualified bidder with the lowest total of the Base Bid with Course of Construction Insurance and all alternates. Alternates may be awarded in any order after determination of the lowest responsible and responsive bidder.

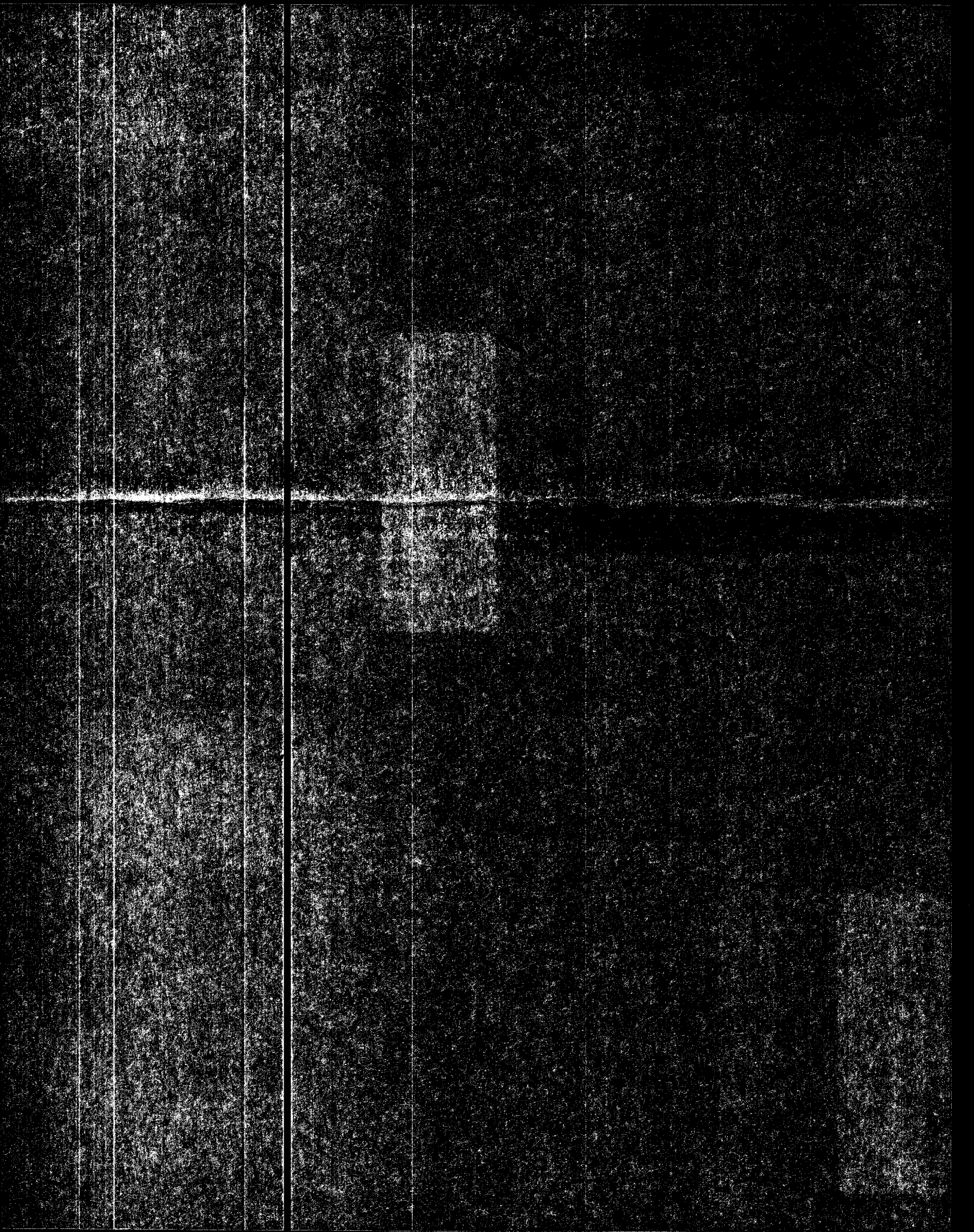
NKS Mechanical Contracting Inc.
5753 E. Santa Ana Cyn. Rd. Suite: G559
Anaheim CA 92807

Board of supervisors
4080 Lemon Street
Riverside CA 92501
Attn Clerk of The Board, 1st Flr.
Project: Cristmore Manor HVAC Replacement
Project # 2009002249

SEALED BID RECEIVED
CLERK OF THE BOARD OF SUPERVISORS

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS

2010 NOV 29 PM 1:49



CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: November 29, 2010

Bidder: Arrowhead Mechanical Inc

The undersigned, having carefully examined the proposed site and the Plans and Specifications, the Notice Inviting Bids, the Instructions to Bidders, the Agreement Form, the Bond Forms, and the General Conditions for the Construction of the Crestmore Manor HVAC Replacement Project, hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the work in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Addendum No. 1 Date 11/15/10

Addendum No. — Date —

Addendum No. — Date —

For the total Base Bid Three hundred Eight One Thousand dollars (\$ 381,000.00), including all applicable taxes, permits, licenses, **AND Course of Construction Insurance.**

		(Add or Deduct state which)
Alternate 1	\$ <u>12,500.00</u>	<u>ADD</u>
Alternate 2	\$ <u>N/A</u>	<u>N/A</u>
Alternate 3	\$ <u>N/A</u>	<u>N/A</u>
Alternate 4	\$ <u>N/A</u>	<u>N/A</u>

And,
Cost of Contractor's Course of Construction Insurance one thousand eight hundred ^{x/100} dollars (\$ 1800.00) and deductible \$ 1000.00

Bids must be submitted on all items. Failure to bid on all items may result in the bid being rejected as non-responsive. The basis for award will be the qualified bidder with the lowest total of the Base Bid WITH COURSE OF CONSTRUCTION INSURANCE and all alternates. Alternates may be awarded in any order after determination of the lowest responsible and responsive bidder.

AWARD OF CONTRACT

The undersigned fully understands that a Contract is formed upon the acceptance of this Proposal by the Owner and the undersigned further agrees that upon request he will promptly execute and deliver to Owner a written memorial of the Contract together with the required Payment and Performance Bonds and proof of insurance.

BID GUARANTEE

The enclosed certified or cashier's check or bidder's bond on approved form, made payable to the Owner in the amount of ten percent of the total bid submitted herewith, is hereby given as a guarantee that the bidder will execute and deliver the above mentioned written memorial and required bonds and insurance if awarded the contract, and in the event that the undersigned fails or refuses to execute and deliver said documents, such check or bond is to be charged with the costs of the damages experienced by the Owner as a result of such failure or refusal, including but not limited to publication costs, the difference in money between the amount of the bid of the said principal and the amount for which obligee may legally contract with another party to perform the said work if such amount be in excess of the former, building lease or rental costs, transportation costs and additional salary costs that result from the delay due to the principal's default on the awarded contract. In no event, however, shall the Surety's liability exceed the penal sum hereof.

Name of Bidder: Arrowhead Mechanical Inc
Type of Organization: California Corporation
Signed By: [Signature], Robert Gastel
Title of Signer: Secretary/Treasurer
Address of Bidder: 209 N waterman Avenue
San Bernardino, CA 92408
Telephone No.: (909) 884-0174
Contractor's License No.: 334422
Classification: C20, B, C43 Expiration Date: 6/30/12

Affix Seal
If
Corporation

LICENSURE STATEMENTS ARE MADE UNDER PENALTY OF PERJURY

If bidder is a corporation, and signer is not President or Secretary, attach a certified copy of By-Laws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach Power of Attorney. If bidder is not an individual, list names of other persons authorized to bind the organization.

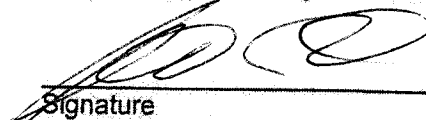
**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID**

State of California) ss.
County of Riverside)
San Bernardino

Robert Gastel

_____ being first duly sworn, deposes and says:

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



Signature

Subscribed and sworn to before me this _____ day of _____ 2010.

PLEASE SEE ATTACHED NOTARIZATION

Signature of officer administering oath

CALIFORNIA JURAT WITH AFFIANT STATEMENT

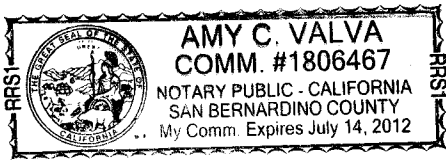
- See Attached Document (Notary to cross out lines 1-6 below)
 See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

1
2
3
4
5
6

~~Signature of Document Signer No. 1~~ ~~Signature of Document Signer No. 2 (if any)~~

State of California
County of San Bernardino

Subscribed and sworn to (or affirmed) before me on this
29 day of November, 2010, by
Date Month Year
(1) Robert Gastel
Name of Signer



proved to me on the basis of satisfactory evidence
to be the person who appeared before me (.) ϕ
(and
(2) _____
Name of Signer

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

Signature Amy C Valva
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

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

RIGHT THUMBPRINT OF SIGNER #1
Top of thumb here

RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here

Bid Bond

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned **Arrowhead Mechanical, Inc.** dba: **Arrowhead Sheet Metal**, as Principal; and **First National Insurance*(1)**, as Surety, are hereby held and firmly bound unto the County of Riverside, hereinafter called the "Owner", in the sum of **Ten Percent of the Total Amount Bid** Dollars (\$ **10%**) for the payment of such sum, well and truly to be made, do hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the said Principal is herewith submitting its Proposal for the **Crestmore Manor HVAC Replacement Project**

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the Contract upon said Proposal and shall, within the required number of days after the notice of such award, execute a written memorial of the awarded Contract and submit the required Labor and Material Payment and faithful Performance Bond and proof of insurance, then this obligation shall be null and void; and in the event that the Principal fails and/or refuses to execute and deliver said documents this Bond will be charged with the costs of the damages experienced by the Owner as a result of such refusal, including but not limited to, publication cost, the difference in money between the amount of the bid of the said Principal and the amount for which the obligee may legally contract with another party to perform the said work if such amount be in excess of the former; building lease or rental costs, transportation cost, and additional salary costs that result from the delay due to the Principal's default on the awarded Contract. In no event however, shall the Surety's liability exceed the penal sum hereof.

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

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their separate seals this 16th day of November, 2010, the name and corporate seal of each corporate party being hereto affixed and those present duly signed by its undersigned representative, pursuant to authority of its governing body.

Arrowhead Mechanical, Inc. dba: Arrowhead Sheet Metal

(Firm Name - Principal)

P.O. Box 8063, San Bernardino, CA 92412-8063

(Business Address)

By

(Original Signature)

Robert Gastel, Secretary/Treasurer

(Title)

First National Insurance Company of America

(Corporation Name - Surety)

P.O. Box 11053, Orange, CA 92856-1053

(Business Address)

By

(Original Signature)

**Shannon Lopez
Attorney-in-Fact**

Affix Seal
If
Corporation

Affix
Corporate
Seal

*(1) Company of America

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

On November 16, 2010 before me Raquel L. Soto, Notary Public,

personally appeared Shannon Lopez,

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature(s) on the instrument the person, or the entity upon behalf of which the person 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 *Raquel L. Soto* (Seal)



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

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

FIRST NATIONAL INSURANCE COMPANY OF AMERICA
SEATTLE, WASHINGTON
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That First National Insurance Company of America (the "Company"), a Washington stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint. **MARTIN M. DAVIS, PETER M. DAVIS, GEORGE A. DECRISTO, GALE DELO, SHANNON LOPEZ, KENZIE K. THOMPSON, ALL OF THE CITY OF REDLANDS, STATE OF CALIFORNIA**

....., each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100***** DOLLARS (\$ 50,000,000.00*****)** each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE IV - Execution of Contracts: Section 12. Surety Bonds and Undertakings.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article IV, Section 12 of the By-laws, Garnet W. Elliott, Assistant Secretary of First National Insurance Company of America, is authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of First National Insurance Company of America has been affixed thereto in Plymouth Meeting, Pennsylvania this 21st day of June, 2010.

FIRST NATIONAL INSURANCE COMPANY OF AMERICA

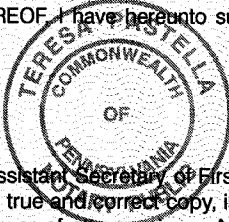


By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 21st day of June, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of First National Insurance Company of America; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of First National Insurance Company of America thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of First National Insurance Company of America, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-laws of First National Insurance Company of America.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of First National Insurance Company of America at a meeting duly called and held on the 18th day of September, 2009.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 16TH day of NOVEMBER, 2010.



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

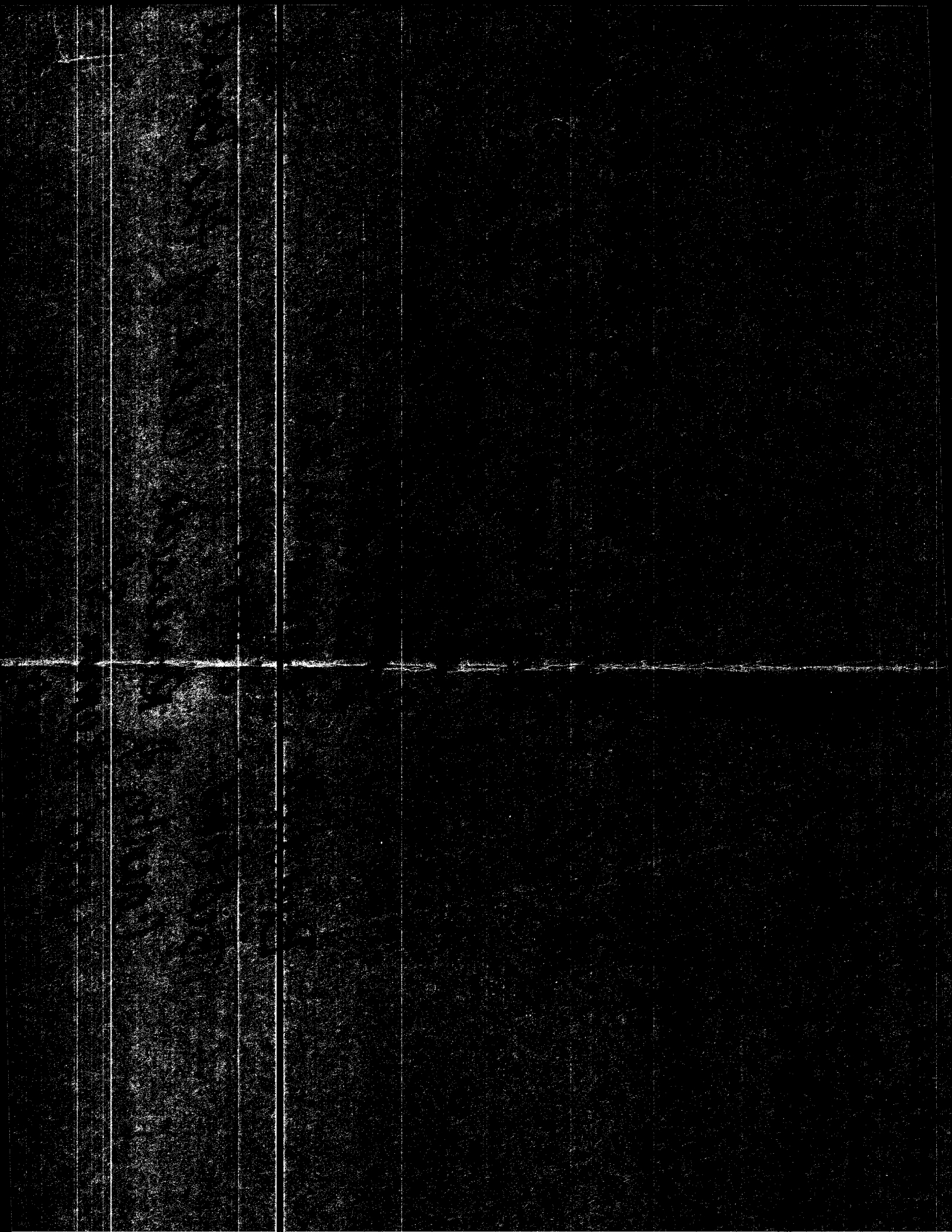
Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

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

SEALED BID RECEIVED
CLERK OF THE BOARD OF SUPERVISORS

2010 NOV 29 PM 1:10

RECEIVED RIVERSIDE CO
CLERK / BOARD OF SUPER



CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: 11/17/2010

Bidder: Riverside Construction Company, Inc.

The undersigned, having carefully examined the proposed site and the Plans and Specifications, the Notice Inviting Bids, the Instructions to Bidders, the Agreement Form, the Bond Forms, and the General Conditions for the Construction of the Crestmore Manor HVAC Replacement Project, hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the work in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Addendum No. 1 Date 11/18/10

Addendum No. N/A Date N/A

Addendum No. N/A Date N/A

For the total Base Bid Three Hundred ninety eight thousand ~~five~~ dollars (\$ 398,000.00), including all applicable taxes, permits, licenses, **AND Course of Construction Insurance.**

		(Add or Deduct state which)
Alternate 1	\$ <u>9,950.00</u>	<u>ADD</u>
Alternate 2	\$ <u>N/A</u>	<u>N/A</u>
Alternate 3	\$ <u>N/A</u>	<u>N/A</u>
Alternate 4	\$ <u>N/A</u>	<u>N/A</u>

And,
Cost of Contractor's Course of Construction Insurance TWO THOUSAND SEVEN HUNDRED FIFTY dollars (\$ 2,750.00)
and deductible \$ 1,000.00 TERN SUBJECT

Bids must be submitted on all items. Failure to bid on all items may result in the bid being rejected as non-responsive. The basis for award will be the qualified bidder with the lowest total of the Base Bid WITH COURSE OF CONSTRUCTION INSURANCE and all alternates. Alternates may be awarded in any order after determination of the lowest responsible and responsive bidder.

DESIGNATION OF SUBCONTRACTORS

In compliance with Section 4104 of the Public Contract Code the undersigned submits the following complete list of each Subcontractor who will perform work or labor or render service in or about the construction/installation in an amount in excess of 1/2 of 1% of said total bid.

<u>PORTION OF THE WORK</u>	<u>SUBCONTRACTOR</u>	<u>ADDRESS</u>
ELECTRICAL	<i>Inland Pacific Electric</i>	<i>Rancho Cucamonga Ca</i>
PIPING & PLUMBING	<i>Ranshaw Plumbing</i>	<i>Palmdale Ca</i>
DUCT CLEANING	<i>Professional Duct Cleaning</i>	<i>Los Angeles, Ca.</i>
EXCAUATION	RIVERSIDE CONSTRUCTION CO. INC.	RIVERSIDE, CA
CONTROLS	PAGE INTEGRATED CONTROLS	RANCHO SANTA MARGARITA, CA
MECHANICAL INSULATION	<i>A/E Mechanical</i>	<i>Yucaipa, Ca</i>
INSULATION BUILDING	<i>South Coast Acoustical</i>	<i>Rancho Cucamonga Ca.</i>
ACOUSTICAL CEILINGS	<i>South Coast Acoustical</i>	<i>Rancho Cucamonga Ca.</i>
DRYWALL, PATCH PAINT	RIVERSIDE CONSTRUCTION CO. INC.	RIVERSIDE, CA
HVAC	RIVERSIDE CONSTRUCTION CO. INC.	RIVERSIDE, CA
CONCRETE	RIVERSIDE CONSTRUCTION, CO. INC.	RIVERSIDE, CA

Bid Bond

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned Riverside Construction Company, Inc., as Principal; and Fidelity and Deposit*, as Surety, are hereby held and firmly bound unto the County of Riverside, hereinafter called the "Owner", in the sum of ten percent of the total bid amount Dollars (\$ 10%) for the payment of such sum, well and truly to be made, do hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.
 *Company of Maryland

WHEREAS, the said Principal is herewith submitting its Proposal for the Crestmore Manor-HVAC Replacement Project #2009002249

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the Contract upon said Proposal and shall, within the required number of days after the notice of such award, execute a written memorial of the awarded Contract and submit the required Labor and Material Payment and faithful Performance Bond and proof of insurance, then this obligation shall be null and void; and in the event that the Principal fails and/or refuses to execute and deliver said documents this Bond will be charged with the costs of the damages experienced by the Owner as a result of such refusal, including but not limited to, publication cost, the difference in money between the amount of the bid of the said Principal and the amount for which the obligee may legally contract with another party to perform the said work if such amount be in excess of the former; building lease or rental costs, transportation cost, and additional salary costs that result from the delay due to the Principal's default on the awarded Contract. In no event however, shall the Surety's liability exceed the penal sum hereof.

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

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their separate seals this 15th day of November, 2010, the name and corporate seal of each corporate party being hereto affixed and those present duly signed by its undersigned representative, pursuant to authority of its governing body.

Riverside Construction Company, Inc.
(Firm Name - Principal)

4225 CABER RD., RIVERSIDE, CA 92501
(Business Address)

By [Signature]
(Original Signature)

SECRETARY
(Title)

Fidelity and Deposit Company of Maryland
(Corporation Name - Surety)

801 N. Brand Blvd., PH, Glendale, CA 91203
(Business Address)

By [Signature]
(Original Signature) Cristin Nolette
Attorney-in-Fact

Affix Seal
If
Corporation

Affix
Corporate
Seal

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Cristin NOLETTE, of Irvine, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Cristin NOLETTE dated October 15, 2008.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 24th day of June, A.D. 2009.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gregory E. Murray

William J. Mills

Gregory E. Murray Assistant Secretary

By:

William J. Mills

Vice President

State of Maryland }
City of Baltimore } ss:

On this 24th day of June, A.D. 2009, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2011

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 15th day of November, 2010.

Gerald F. Halcy
Assistant Secretary

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

“Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto.”

CERTIFICATE

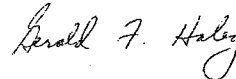
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 15th day of November, 2010.



Assistant Secretary

SECRET
MILITARY
PROPERTY
NO UNCLASSIFIED
DISSEMINATION
PERMITTED
WITHOUT
APPROPRIATE
AUTHORITY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of RIVERSIDE

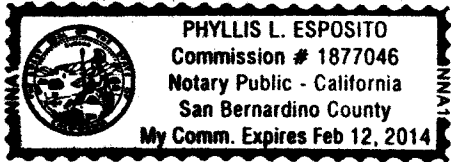
On 11/16/10 before me, Phyllis L. Esposito Notary Public
Date Here Insert Name and Title of the Officer

personally appeared George J. Alvaro
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

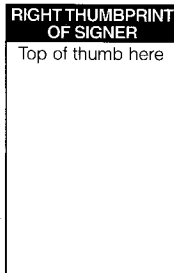
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

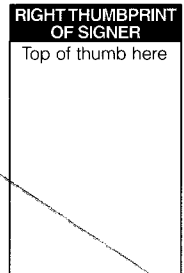
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



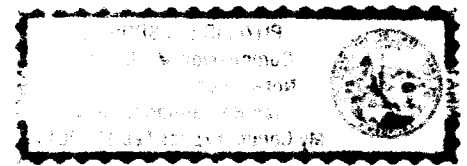
Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____



AWARD OF CONTRACT

The undersigned fully understands that a Contract is formed upon the acceptance of this Proposal by the Owner and the undersigned further agrees that upon request he will promptly execute and deliver to Owner a written memorial of the Contract together with the required Payment and Performance Bonds and proof of insurance.

BID GUARANTEE

The enclosed certified or cashier's check or bidder's bond on approved form, made payable to the Owner in the amount of ten percent of the total bid submitted herewith, is hereby given as a guarantee that the bidder will execute and deliver the above mentioned written memorial and required bonds and insurance if awarded the contract, and in the event that the undersigned fails or refuses to execute and deliver said documents, such check or bond is to be charged with the costs of the damages experienced by the Owner as a result of such failure or refusal, including but not limited to publication costs, the difference in money between the amount of the bid of the said principal and the amount for which obligee may legally contract with another party to perform the said work if such amount be in excess of the former, building lease or rental costs, transportation costs and additional salary costs that result from the delay due to the principal's default on the awarded contract. In no event, however, shall the Surety's liability exceed the penal sum hereof.

Name of Bidder: Riverside Construction Company, Inc.

Type of Organization: Corporation

Signed By: George J. Olivo 

Title of Signer: Secretary

Address of Bidder: 4225 Garner Road
Riverside, Ca 92501

Affix Seal
If
Corporation

Telephone No.: (951) 682-8308

Contractor's License No.: 266222

Classification: A, B, C-20 Expiration Date: 2/28/2011

LICENSURE STATEMENTS ARE MADE UNDER PENALTY OF PERJURY

If bidder is a corporation, and signer is not President or Secretary, attach a certified copy of By-Laws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach Power of Attorney. If bidder is not an individual, list names of other persons authorized to bind the organization.


**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID**

State of California) ss.
County of Riverside)

George J. Olivo

, being first duly sworn, deposes and says:

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

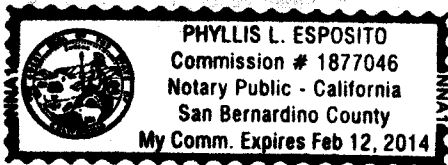


Signature

Subscribed and sworn to before me this 16 day of November, 2010.



Signature of officer administering oath





RIVERSIDE CONSTRUCTION CO.

P.O. BOX 1146 • 4225 GARNER ROAD
RIVERSIDE, CALIFORNIA 92502

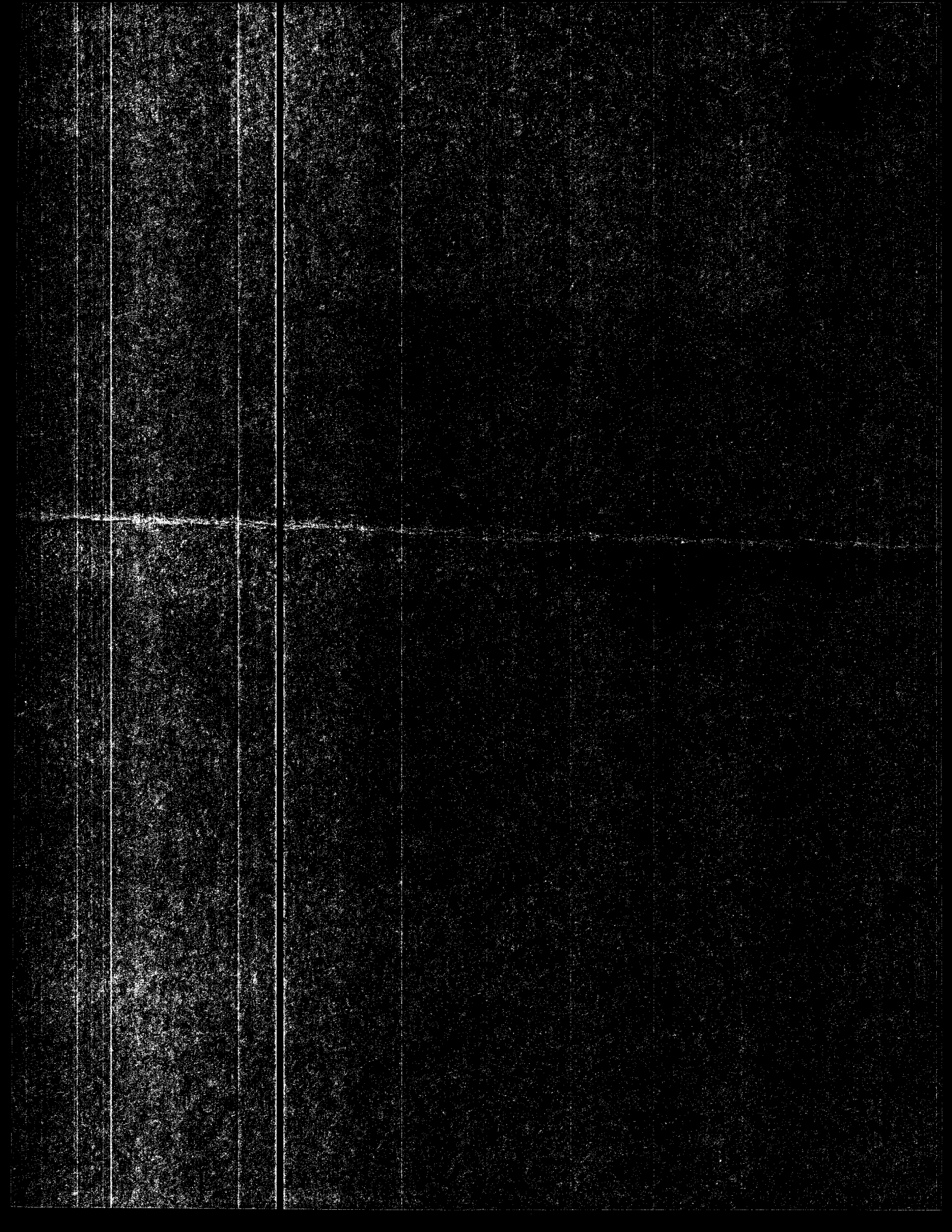
To

CRESTMORE MANOR
HVAC REPLACEMENT
PROJECT #2009002249
NOVEMBER 17, 2010 @ 10:30 AM

CLERK OF THE BOARD OF SUPERVISORS
4080 LEMON STREET, 1ST FL COUNTY ADM. CNTR
RIVERSIDE, CA 92501

SEALED BID RECEIVED
CLERK OF THE BOARD OF SUPERVISORS

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS
2010 NOV 29 PM 3:46



CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: 11/16/2010

Bidder: Air-Ex Air Conditioning, Inc.

The undersigned, having carefully examined the proposed site and the Plans and Specifications, the Notice Inviting Bids, the Instructions to Bidders, the Agreement Form, the Bond Forms, and the General Conditions for the Construction of the Crestmore Manor HVAC Replacement Project, hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the work in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Addendum No. 1 Date 11/15/2010

Addendum No. _____ Date _____

Addendum No. _____ Date _____

For the total Base Bid FOUR HUNDRED SEVENTY FIVE THOUSAND dollars (\$ 475,000.-), including all applicable taxes, permits, licenses, **AND Course of Construction Insurance.**

		(Add or Deduct state which)
Alternate 1	\$ <u>26,588.00</u>	<u>ADD</u>
Alternate 2	\$ _____	_____
Alternate 3	\$ _____	_____
Alternate 4	\$ _____	_____

And,
Cost of Contractor's Course of Construction Insurance TWELVE THOUSAND FIVE HUNDRED dollars (\$ 12,500.-)
and deductible \$ 5000.00.

Bids must be submitted on all items. Failure to bid on all items may result in the bid being rejected as non-responsive. The basis for award will be the qualified bidder with the lowest total of the Base Bid WITH COURSE OF CONSTRUCTION INSURANCE and all alternates. Alternates may be awarded in any order after determination of the lowest responsible and responsive bidder.

AWARD OF CONTRACT

The undersigned fully understands that a Contract is formed upon the acceptance of this Proposal by the Owner and the undersigned further agrees that upon request he will promptly execute and deliver to Owner a written memorial of the Contract together with the required Payment and Performance Bonds and proof of insurance.

BID GUARANTEE

The enclosed certified or cashier's check or bidder's bond on approved form, made payable to the Owner in the amount of ten percent of the total bid submitted herewith, is hereby given as a guarantee that the bidder will execute and deliver the above mentioned written memorial and required bonds and insurance if awarded the contract, and in the event that the undersigned fails or refuses to execute and deliver said documents, such check or bond is to be charged with the costs of the damages experienced by the Owner as a result of such failure or refusal, including but not limited to publication costs, the difference in money between the amount of the bid of the said principal and the amount for which obligee may legally contract with another party to perform the said work if such amount be in excess of the former, building lease or rental costs, transportation costs and additional salary costs that result from the delay due to the principal's default on the awarded contract. In no event, however, shall the Surety's liability exceed the penal sum hereof.

Name of Bidder: Air-Ex Air Conditioning, Inc.

Type of Organization: Corporation

Signed By: *Richard S. Cazal* Richard S. Cazal

Title of Signer: Secretary

Affix Seal

Address of Bidder: 157 Gentry Street

If

Pomona, CA 91767

Corporation

Telephone No.: 909-596-6856

Contractor's License No.: 418759

Classification: C20, C7, C4 and B Expiration Date: 3/31/2012

LICENSURE STATEMENTS ARE MADE UNDER PENALTY OF PERJURY

If bidder is a corporation, and signer is not President or Secretary, attach a certified copy of By-Laws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach Power of Attorney. If bidder is not an individual, list names of other persons authorized to bind the organization.

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID**

State of California) ss.
County of Riverside)

Richard S. Cazal

, being first duly sworn, deposes and says:

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

By: Richard S. Cazal
Signature

Subscribed and sworn to before me this 22nd day of November, 2010.



Teri Vernieri
Signature of officer administering oath

My Comm. Expires Jan 27, 2015
Los Angeles County
Notary Public - California
Commission # 180492
TERRI VERMIRI



Bid Bond

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned Air-Ex Air Conditioning, Inc., as Principal; and TRAVELERS CASUALTY AND *, as Surety, are hereby held and firmly bound unto the County of Riverside, hereinafter called the "Owner", in the sum of Ten Percent of Bid Amount Dollars (\$ 10% of Bid) for the payment of such sum, well and truly to be made, do hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

*SURETY COMPANY OF AMERICA

WHEREAS, the said Principal is herewith submitting its Proposal for the Crestmore Manor HVAC

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the Contract upon said Proposal and shall, within the required number of days after the notice of such award, execute a written memorial of the awarded Contract and submit the required Labor and Material Payment and faithful Performance Bond and proof of insurance, then this obligation shall be null and void; and in the event that the Principal fails and/or refuses to execute and deliver said documents this Bond will be charged with the costs of the damages experienced by the Owner as a result of such refusal, including but not limited to, publication cost, the difference in money between the amount of the bid of the said Principal and the amount for which the obligee may legally contract with another party to perform the said work if such amount be in excess of the former; building lease or rental costs, transportation cost, and additional salary costs that result from the delay due to the Principal's default on the awarded Contract. In no event however, shall the Surety's liability exceed the penal sum hereof.

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

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their separate seals this 9th day of November, 2010, the name and corporate seal of each corporate party being hereto affixed and those present duly signed by its undersigned representative, pursuant to authority of its governing body.

Air-Ex Air Conditioning, Inc.

(Firm Name - Principal)

157 Gentry St. Pomona, CA 91767

(Business Address)

By Robert H. Carder
(Original Signature) Robert H. Carder

President

(Title)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

(Corporation Name - Surety)

21688 GATEWAY CENTER DR. DIAMOND BAR CA 91765

(Business Address)

By Michael D. Stong
(Original Signature)

MICHAEL D. STONG, ATTORNEY-IN-FACT

Affix Seal
If
Corporation

Affix
Corporate
Seal

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of RIVERSIDE

On 11/9/10 before me, R. NAPPI "NOTARY PUBLIC"
(Here insert name and title of the officer)

personally appeared MICHAEL D. STONG

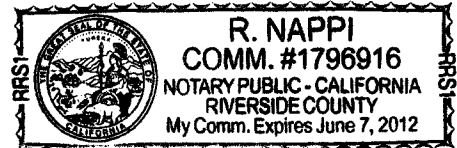
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

R. Nappi
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

POWER OF ATTORNEY



Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 222079

Certificate No. 003677634

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Michael D. Stong, Rosemary Nappi, and Jeremy Pendergast

of the City of Riverside, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 20th day of May, 2010.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 20th day of May, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice 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 Resident Vice Presidents, Resident 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 on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

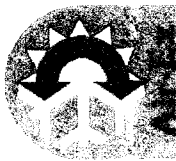
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of November, 2010.

ATTESTED AND SEALED WITHOUT THE RED BORDER

Kori M. Johanson
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



Air-Ex

Air Conditioning, Inc.

157 Gentry Street, Pomona, CA 91767-2184

The Air Conditioning Experts St. Lic. #418759

Co. of RIVERSIDE
CLERK OF THE BOARD OFFICERS
4080 LEMON ST.
RIVERSIDE, CA 92501
PROJECT # 20092249
BID DATE 11/29/2010
2:00 PM

RECEIVED
CLERK

2010

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS

2010 NOV 29 PM 1:53

SEALED BID RECEIVED

CLERK OF THE BOARD OF SUPERVISORS

