



SECTION 16120

WIRE AND CABLE 600 VOLT AND UNDER

PART 1 GENERAL

1.1 PRINCIPAL WORK IN THIS SECTION

- A. Provide wire and cable complete with accessories.

1.2 QUALITY ASSURANCE

- A. Refer to Division 16 Section "General Provisions – Electrical Work".
- B. Size Reference: AWG except as noted.
- C. Individual System Special Wiring: See respective systems.
- D. Required Testing.

1.3 SUBMITTALS

- A. Shop Drawings:
 - 1. Wire and cable.
 - 2. Connectors.

1.4 GUARANTEES

- A. Refer to Division 16 Section "General Provisions – Electrical Work".

PART 2 PRODUCTS

2.1 600 VOLT WIRE AND CABLE

- A. Conductors:
 - 1. Solid copper for sizes No. 10 and smaller and stranded copper for sizes No. 8 and larger.
 - 2. For general uses: Minimum size No. 12. At 120 volts and over 100 feet circuit length, minimum size No. 10. At 277 volts and over 220 feet circuit length, minimum size No. 10.
 - 3. Control and alarm wire: Minimum size No. 14. At 120 volts and over 200 feet circuit length, minimum size No. 12. (Solid or stranded.)
- B. Insulation:



1. Type THWN/THHN: Feeders and branch circuits, except Type XHHW used in raceways located in concrete in direct contact with earth, in raceways direct buried in earth and in raceways in permanently wet locations.
2. Luminaire wiring and branch circuits located in wiring channels of continuous fluorescent fixtures.
3. Color-coding: Conductors shall be color coded to differentiate the phases, the same color being assigned to the same phase throughout the project.

C. Accessories:

1. Cable supports in risers: Clamping device with insulation wedges or "Kellems" grips.
2. Cable ties five feet on centers for cables in vertical risers of cable tray.
3. Tags:
 - a. Flameproof linen or fiber in accessible locations.
 - b. Feeders: Indicate number, size, phase and points of origin and termination. Control or alarm: Indicate type of control or alarm and points of origin and termination.
4. Terminations, splices and taps:
 - a. Copper conductors No. 10 and smaller: Compression type or twist-on spring loaded connectors and clear nylon insulated covering.
 - b. Copper conductors No. 8 and larger: Mechanical bolted pressure or hydraulic compression type using manufacturers recommended tooling.
 - c. Cable lugs and connectors: Compression type of same metal as conductor to match cables with marking indicating size and type.
 - d. For copper lug connections to bus bars provide anti-seize compound.

2.2 MANUFACTURERS

- A. Carol.
- B. Okonite.
- C. Southwire.
- D. Pirelli.
- E. Or approved equal.

PART 3 EXECUTION



3.1 INSTALLATION OF WIRE AND CABLE

A. 600 Volt Cable:

1. Not more than three lighting or convenience outlet circuits in one conduit unless otherwise indicated.
2. Pull no thermoplastic wires at temperatures lower than 32°F.
3. Prior to installation of cables all conduit and wireways shall be thoroughly cleaned and wiped dry. Provide lubricant such as "Polywater J", "Ideal Yellow 77" or "Minerallac #100" pull-in compound shall be used. A mechanical wire puller may be used where needed.
4. Unless specifically indicated, separate raceways for conductors of 120/208 and 277/480 volt systems, except 480 volt motor branch circuit wiring and related 120 volt control wiring. Separate raceways for emergency system conductors.
5. Where conductors in conduit pass through exterior walls, a sealing compound of moisture resistant material shall be applied in the ends of the conduits to seal around the conductors.
6. Individual raceways for two pole ungrounded circuits.

B. Terminal Identification:

1. Provide all wire and cable terminating in panelboards, junction boxes, terminal panels, pull boxes, etc., and special services with pressure sensitive linen identifying labels.
2. Labels to indicate circuit numbers, terminal numbers, etc., of each conductor, as manufactured by W.H. Brady Company.

3.2 TESTS

A. 600 Volt Cable:

1. Visual and mechanical inspection.
 - a. Inspect for physical damage and proper connection in accordance with single line diagram.
 - b. Cable connections shall be tightened using a calibrated torque wrench.
2. Electrical tests.
 - a. Perform insulation resistance test on each cable with respect to ground and adjacent cables. Resistance to ground of all insulated wire and cable to be one megohm or greater.



- b. Be aware that terminated cables in some cases cannot be tested unless disconnected from end devices.
 - c. Test shall be performed on 100% of feeders and motor branch circuits over 25 HP and 10% of branch circuits.
3. Test values: Insulation resistance tests shall be performed at 1000 V.D.C. for one (1) minute.
- B. Perform: Prior to connecting equipment and in presence of authorized representatives.
 - C. Submit written report of results.
 - D. Correct or replace cable testing below manufacturer's standard.

END OF SECTION



SECTION 16140

DEVICES

PART 1 GENERAL

1.1 PRINCIPAL WORK IN THIS SECTION

- A. Complete material as noted.

1.2 QUALITY ASSURANCE

- A. Refer to Division 16 Section "General Provisions – Electrical Work".

1.3 SUBMITTALS

- A. Shop Drawings:

1. Catalog cuts.
2. Wiring diagrams.
3. Dimensions.
4. Colors.
5. Submitted items:
 - a. Wall switches.
 - b. Insertion receptacles.
 - c. Device plates.

1.4 GUARANTEES

- A. Refer to the "General Provisions – Electrical Work".

PART 2 PRODUCTS

2.1 MATERIALS

- A. Wall Switches:

1. Heavy duty, toggle, quiet type, 20 ampere, 120/277 volts AC.
2. Leviton or equal (no known equal).
 - a. Single pole.



- b. Double pole.
- c. Three-way.
- 3. Heavy duty, rocker-type, quiet, 20 ampere, 120/277 volts AC.
- 4. Leviton Decora Nos. or approved equal.
 - a. Single pole.
 - b. Double pole.
 - c. Three-way.
- B. Insertion Receptacles:
 - 1. Grounded, except as noted.
 - 2. Leviton or approved equal.
 - 3. Duplex receptacles:
 - a. For multi-outlet circuits, 125 volts, 2 pole, 3 wire, grounded, 15 ampere.
 - b. For dedicated circuits, 125 volts, 2 pole, 3 wire, grounded, 20 ampere.
 - c. 15 ampere, 125 volts, isolated ground, duplex receptacle.
 - d. 20 ampere, 125 volts, isolated ground, duplex receptacle.
 - 4. Decora Receptacle:
 - a. For multi-outlet circuits, 125 volts, 2 pole, 3 wire, grounded, 15 ampere.
 - b. For dedicated circuits, 125 volts, 2 pole, 3 wire, grounded, 20 ampere.
 - c. 15 ampere, 125 volts, isolated ground, duplex receptacle.
 - d. 20 ampere, 125 volts isolated ground, duplex receptacle.
 - 5. Ground fault interrupter receptacles: Self protecting type, with LED indicator light, duplex 20 ampere, 125 volts, 2 pole, 3 wire, U ground slot.
- C. Device Plates: single plate for multi-devices:
 - 1. 0.04 inch satin finish, stainless steel.
 - 2. For receptacles with other than 120 volt, inscribe voltage available.
 - 3. For receptacles served by emergency circuit inscribe "Emergency".



4. Weatherproof - outdoor.
5. Weatherproof - indoor.

2.2 MANUFACTURERS

- A. Local Wall Switches, Receptacles, Device Plate and Pilot Lights:
1. Arrow-Hart
 2. Hubbell
 3. Leviton
 4. Or approved equal.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Provide suitable outlet box for each device with device plate or ganged devices with multi-device plate.
- B. Provide underplaster reducer for boxes larger than device plate.
- C. Install switches per location shown on drawings.
- D. Provide cast metal "FS" box for exterior or moist locations.
- E. Each device: minimum rating suited to load and circuit characteristics.
- F. After GFCI breaker or device maintain separate neutral for each circuit.

END OF SECTION

SECTION 16170

LOW VOLTAGE DISCONNECT SWITCHES

PART 1 GENERAL

1.1 PRINCIPAL WORK IN THIS SECTION

- A. Complete equipment including: Enclosed switches. Fused or unfused.

1.2 QUALITY ASSURANCE

- A. Refer to the "General Provisions – Electrical Work".

1.3 SUBMITTALS

- A. Shop Drawings:

1. Size.
2. Dimensions.
3. NEMA rating.
4. Catalog cuts.

1.4 GUARANTEES

- A. Refer to the "General Provisions – Electrical Work".

PART 2 PRODUCTS

2.1 MATERIALS

- A. Disconnect Switches:

1. Non-fused or fused as indicated.
2. Heavy-duty, voltage as required.
3. Horsepower rated for motor loads.
4. Cover interlock and pad lockable.
5. Provide NEMA Type 1 enclosure for dry type locations, minimum NEMA 3R for outdoor and wet location. Provide stainless steel enclosure for disconnects mounted under kitchen counters.



6. Toggle type: Non-fused, load break, horsepower rated, maximum rated. Two-pole: 20 ampere at 240 volt and 480 volt GE TC 2228 or approved equal. Three-pole: 30 ampere at 240 volt and 20 ampere at 600 volt, GE-TC 2868 or approved equal.
7. Knife blade type:
 - a. Load break, quick-make, quick-break type with arc quenchers.
 - b. Maximum rating:
 - 1) 600 ampere at 600 volts. Equal to the GE "TH" or approved equal.
 - 2) 800 ampere at 600 volts. Equal to GE "TC" or approved equal.
8. Provide fused disconnect switch with rejection clips for elevator drive motor.
9. Enclosures: Dead front, NEMA type, as noted.

2.2 MANUFACTURERS

A. Switches

1. Siemens.
2. Cutler Hammer.
3. Square D.
4. Or approved equal.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Securely fasten disconnect to structure to withstand wire pulling strains.
- B. Shall be independently mounted adjacent to any vibrating equipment.

END OF SECTION



SECTION 16181

LOW VOLTAGE FUSES

PART 1 GENERAL

1.1 PROVIDE COMPLETE EQUIPMENT INCLUDING: FUSES AND SPARE FUSE CABINETS.

1.2 MATERIALS

A. Fuses:

1. Fuse selection has been based on characteristics published by Bussman. If fuses by other manufacturers are supplied, coordinate the entire distribution system and submit results for evaluation.
2. All fuses shall be current limiting type, rated at 200,000 ampere IC.
3. Dual element, time delay type, maximum rating: 600 ampere at required voltage.
4. All fuses: Same manufacturer.

B. Spare Fuse Cabinets:

1. Heavy duty construction, all welded steel.
2. Primed and gray painted interior and exterior.
3. Positive latching handle with cylinder lock and two keys.
4. Weather-stripped to reduce accumulation of dust, dirt, and moisture.
5. Inventory card located inside door.
6. Shall be dedicated for storage of all specified spare fuses.

1.3 MANUFACTURERS

A. Fuses:

1. Bussman.
2. Chase Shawmut.
3. Littelfuse.
4. Or approved equal.

B. Spare Fuse Cabinets:

County of Riverside



Dedicated A/C for IT Rooms at
Riverside Center
Project FM08740000174

1. Bussman.
2. Chase Shawmut.
3. Littelfuse.
4. Or approved equal.

END OF SECTION

SECTION 16182

LOW VOLTAGE CIRCUIT BREAKER

PART 1 GENERAL

1.1 PRINCIPAL WORK IN THIS SECTION

- A. The Contractor shall furnish and install the molded case circuit breakers as specified herein and as shown on the contract drawings.

1.2 QUALITY ASSURANCE

- A. Refer to the General Provisions.
 - 1. UL 1066, Low Voltage AC and DC Power Circuit Breakers Used in Enclosures.
 - 2. UL 1087, Molded Case Switches.
 - 3. UL 489, Molded Case Circuit Breakers and Circuit Breaker Enclosures.
- B. Qualifications: For the equipment specified herein, the manufacturer shall be ISO 9001 certified.
- C. Delivery, storage and handling: Equipment shall be handled and stored in accordance with manufacturer's instructions. One (1) copy of these instructions shall be included with the equipment at time of shipment.

1.3 SUBMITTALS

- A. Shop Drawings:
 - 1. Device ratings:
 - a. Voltage.
 - b. Continuous current.
 - c. Interrupting ratings.
 - 2. Time-current characteristic curves.
 - 3. Catalog cuts.

1.4 GUARANTEES

- A. Refer to the "General Provisions – Electrical Work".

PART 2 PRODUCTS



2.1 MATERIALS

1. Molded Case:
 - a. Thermal-magnetic, 400 amp frame and below.
 - 1) Quick-make quick-break.
 - 2) Auxiliary devices as indicated.
 - b. Solid state, 600 amp frame and above, 100% rated.
 - 1) Quick-make quick-break.
 - 2) Solid state time/current devices, as indicated, including:
 - a) Continuous ampere setting.
 - b) Long time delay.
 - c) Short time pickup.
 - d) Short time delay.
 - e) Ground fault pickup.
 - f) Ground fault delay.
 - g) Instantaneous pickup.
 - c. Manually operated with insulated trip free handle.
 - d. Multi-pole types: With internal trip bar.
 - e. Terminals: UL listed for 75EC and suitable for copper or aluminum cable.
 - f. Auxiliary devices as indicated.
 - g. Enclosures: Dead front, NEMA Type I, except as noted.
 - h. Frames, interrupting capacity and interchangeable trips: See schedule at end of this Section.
 - i. Where indicated, circuit breakers shall be UL listed for series application.
 - j. Where indicated, circuit breakers shall be current limiting.
 - k. Where indicated, provide circuit breakers UL listed for application at 100% of their continuous ampere rating in their intended enclosure.



2.2 MANUFACTURERS

- A. General Electric.
- B. Sq.D.
- C. Cutler Hammer.
- D. Or approved equal.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Provide protective covering during construction.
- B. Tighten all bolted connections prior to energizing.
- C. Provide multi-cable lugs where required. Double lugging shall not be permitted.
- D. Mounting height shall be maximum 6 feet, 6 inches from floor to top switch unit.

3.2 TESTS

- A. 600 ampere and above.
 - 1. Visual and mechanical inspection:
 - a. Check breaker for proper mounting, conductor size and feeder designation.
 - b. Operate circuit breaker to insure smooth operation.
 - c. Inspect cast for cracks or other defect.
 - d. Check tightness of connection with torque wrench in accordance with manufacturer's recommendations.
 - 2. Measure contact resistance.
 - 3. Perform time-current characteristic tests by passing 300% rated current through each pole. Determine trip time.
 - 4. Determine instantaneous pickup current by run-up or pulse method, clearing time shall be within 4 cycles or less.
 - 5. Determine insulation resistance pole to pole, across pole and pole to ground. Test voltage shall be 1000 volts D.C.



6. Do not megger solid state devices.
 7. Follow manufacturer's recommendations for solid state trip units.
 - a. Primary injection recommended to evaluate complete trip circuit operation.
 - b. Secondary injection can be used for evaluating the electronic portion of the trip unit.
 8. Set solid state circuit breakers to recommended settings.
- B. Less than 600 Amperes: Visual and mechanical inspection:
- a. Inspect for physical, electrical and mechanical condition.
 - b. Inspect for proper alignment, anchorage and grounding.

3.3 LABELS

- A. Provide labels indicating amperage, voltage, phase, disconnect size (as applicable) and floor level (as applicable).

END OF SECTION

SECTION 16240

VARIABLE FREQUENCY DRIVE

PART 1 GENERAL

1.1 DESCRIPTION

- A. This specification is to cover a complete Variable Frequency motor Drive (VFD) consisting of a pulse width modulated (PWM) inverter designed for use on a standard NEMA Design B induction motor.
- B. The drive manufacturer shall supply the drive and all necessary options as herein specified. VFD's that are manufactured by a third party and "brand labeled" shall not be acceptable. All VFDs installed on this project shall be from the same manufacturer.

1.2 QUALITY ASSURANCE

A. Referenced Standards:

- 1. Standard 519-1992, IEEE Guide for Harmonic Content and Control.
- 2. UL508C
- 3. ICS 7.0, AC Adjustable Speed Drives
- 4. IEC 16800 Parts 1, 2 and 3
- 5. NEC 430.120, Adjustable-Speed Drive Systems
- 6. IBC 2006 Seismic – referencing ASC 7-05 and ICC AC-156

B. Qualifications:

- 1. VFDs and options shall be UL listed as a complete assembly. The base VFD shall be UL listed for 100 KAIC without the need for input fuses.
- 2. CE Mark – The VFD shall meet product standard EN 61800-3 for the First Environment restricted level. (RFI / EMI Filter spec).
- 3. The entire VFD enclosure, including the bypass shall be seismically certified and labeled in accordance with the IBC 2006 International Building Code:
 - a. VFD manufacturer shall provide Seismic Certification and Installation requirements at time of submittal.
 - b. Seismic importance factor of 1.5 rating is required, and shall be based upon actual shake test data as defined by ICC AC-156.



- c. Seismic ratings based upon calculations alone are not acceptable. Certification of Seismic rating must be based on testing done in all three axis of motion by a certified lab.

1.3 SUBMITTALS

A. Submittals shall include the following information:

1. Outline dimensions, conduit entry locations and weight.
2. Customer connection and power wiring diagrams.
3. Complete technical product description including a complete list of options.
4. Compliance to IEEE 519 – harmonic analysis for particular jobsite including total harmonic voltage distortion and total harmonic current distortion (TDD).
 - a. The VFD manufacturer shall provide calculations; specific to this installation, showing total harmonic voltage distortion is less than 5%. All VFD's shall include a minimum of 5% impedance reactors, no exceptions.

PART 2 PRODUCTS

2.1 VARIABLE FREQUENCY DRIVES

A. The VFD package as specified herein shall be enclosed in a UL Listed Type enclosure, (enclosures with only NEMA ratings are not acceptable).

1. Environmental operating conditions: 32 to 104°F continuous. Altitude 0 to 3300 feet above sea level, less than 95% humidity, non-condensing. All circuit boards shall have conformal coating.
2. Enclosure shall be UL rated.
3. VFD for outdoor application shall be in a NEMA3R enclosure.

B. All VFDs shall have the following standard features:

1. All VFDs shall have the same customer interface, including digital display, and keypad, regardless of horsepower rating. The keypad shall be removable, capable of remote mounting and allow for uploading and downloading of parameter settings as an aid for start-up of multiple VFDs.
2. The keypad shall include Hand-Off-Auto selections and manual speed control. There shall be fault reset and "Help" buttons on the keypad. The Help button shall include "on-line" assistance for programming and troubleshooting.
3. The VFD shall have internal 5% impedance reactors to reduce the harmonics to the power line and to add protection from AC line transients.



4. The input current rating of the VFD shall be no more than 3% greater than the output current rating. VFD's with higher input current ratings require the upstream wiring, protection devices, and source transformers to be oversized per NEC 430.120.
 5. The VFD shall provide a programmable loss-of-load (broken belt / broken coupling) Form-C relay output. The drive shall be programmable to signal the loss-of-load condition via a keypad warning, Form-C relay output, and / or over the serial communications bus.
- C. All VFDs to have the following adjustments:
1. Run permissive circuit - There shall be a run permissive circuit for damper or valve control. Regardless of the source of a run command (keypad command, input contact closure, time-clock control, or serial communications), the VFD shall provide a dry contact closure that will signal the damper to open (VFD motor does not operate). When the damper is fully open, a normally open dry contact (end-switch) shall close. The closed end-switch is wired to a VFD digital input and allows VFD motor operation. A minimum of two separate safety interlock inputs shall be provided. When any safety is opened, the motor shall be commanded to coast to stop and the damper shall be commanded to close.
 2. The VFD control shall include a programmable time delay for VFD start and a keypad indication that this time delay is active. A Form C relay output provides a contact closure to signal the VAV boxes open. This will allow VAV boxes to be driven open before the motor operates.
 3. The VFD shall include a fireman's override input. The mode shall override all other inputs (analog/digital, serial communication, and all keypad commands), except customer defined safety run interlocks, and force the motor to run at a preset speed or in a separate PID mode.
- D. Serial Communications:
1. The VFD shall have an EIA-485 port as standard. The standard protocols shall be Modbus, Johnson Controls N2, Siemens Building Technologies FLN, and BACnet MS/TP. The use of third party gateways and multiplexers is not acceptable. All protocols shall be "certified" by the governing authority (i.e. BTL Listing for BACnet).
- E. EMI / RFI filters. All VFD's shall include EMI/RFI filters. The onboard filters shall allow the entire VFD assembly to be CE Marked and the VFD shall meet product standard EN 61800-3 for the First Environment restricted. No Exceptions.
- F. Optional Features – Optional features to be furnished and mounted by the drive manufacturer. All optional features shall be UL Listed by the drive manufacturer as a complete assembly and carry a UL508 label.
- G. Bypass Controller:



1. A complete factory wired and tested bypass system consisting of a door interlocked, padlockable circuit breaker, output contactor, bypass contactor, and fast acting VFD isolation fuses.
2. The bypass enclosure door and VFD enclosure must be mechanically interlocked such that the disconnecting device must be in the "Off" position before either enclosure may be accessed.
3. The VFD and bypass package shall have a UL listed short circuit current rating (SCCR) of 100,000 amps and this rating shall be indicated on the UL data label.
4. The drive and bypass package shall be seismic certified and labeled to the IBC:
 - a. Seismic importance factor of 1.5 rating is required, and shall be based upon actual shake test data as defined by ICC AC-156.
5. Drive Isolation Fuses - To ensure maximum possible bypass operation, fast acting fuses, exclusive to the VFD, shall be provided to allow the VFD to disconnect from the line prior to clearing upstream branch circuit protection. This maintains bypass operation capability in the event of a VFD failure. Bypass designs, which have no such fuses will not be accepted.
6. The system (VFD and Bypass) tolerated voltage window shall allow the system to operate from a line of +30%, -35% nominal voltage range. The system shall incorporate circuitry that will allow the drive or bypass contactor to remain "sealed in" over this voltage tolerance at a minimum.
7. The bypass shall maintain positive contactor control throughout the voltage tolerance window of nominal voltage +30%, -35%. This feature is designed to avoid contactor coil failure during brown out / low line conditions and allow for input single phase operation when in the VFD mode. Designs that will not allow input single phase operation in the VFD mode are not acceptable.
8. Motor protection from single phase power conditions - the bypass system must be able to detect a single phase input power condition while running in bypass, disengage the motor in a controlled fashion, and give a single phase input power indication. Bypass systems not incorporating single phase protection in bypass mode are not acceptable.
9. The bypass system shall NOT depend on the VFD for bypass operation. The bypass system shall be designed for stand alone operation and shall be completely functional in both Hand and Automatic modes even if the VFD has been removed from the system for repair / replacement. Serial communications shall remain functional even with the VFD removed.
10. Serial communications – the bypass shall be capable of being monitored and / or controlled via serial communications. On-board communications protocols shall include ModBus, Johnson Controls N2, Siemens Building Technologies FLN (P1), and BACnet MS/TP.



11. The bypass control shall include a programmable time delay for bypass start and keypad indication that this time delay is in process. A Form C relay output provides a contact closure to signal the VAV boxes open. This will allow VAV boxes to be driven open before the motor operates at full speed in the bypass mode. The time delay shall be field programmable from 0 – 120 seconds.
12. The user shall be able to select the text to be displayed on the keypad when an external safety opens. Example text display indications include “FireStat”, “FreezStat”, “Over pressure” and “Low suction”. The user shall also be able to determine which of the up to four (4) customer safety contacts is open over the serial communications connection.

2.2 MANUFACTURER

- A. ABB.
- B. Danfoss.
- C. Or approved equal .

PART 3 EXECUTION

3.1 INSTALLATION

- A. Installation shall be the responsibility of the contractor.
- B. Power wiring shall be completed by the contractor, to NEC code 430.122 wiring requirements based on the VFD input current.
- C. The contractor shall complete all wiring in accordance with the recommendations of the VFD manufacturer as outlined in the VFD installation manual.

3.2 START-UP

- A. Certified factory start-up shall be provided for each drive by a factory authorized service center.

3.3 WARRANTY

- A. The VFD Product Warranty shall be 24 months from the date of certified start-up, not to exceed 30 months from the date of shipment. The warranty shall include all parts, labor, travel time and expenses. A toll free 24/365 technical support line shall be available.

END OF SECTION



SECTION 16450

GROUNDING SYSTEM

PART 1 GENERAL

1.1 PRINCIPAL WORK IN THIS SECTION

- A. Ground system and equipment as indicated and specified, including:
 - 1. Generator
 - 2. Paralleling Switchgear
 - 3. ATS/MTS
 - 4. Distribution and Panel Boards
 - 5. Low voltage transformers
 - 6. Underground distribution
 - 7. Equipment grounding conductor
- B. Ground all neutral conductors, conduit systems, cabinets, equipment, motor frames, device plates, etc., in accordance with NEC and applicable codes.
- C. In non-metallic conduits, maintain continuity of equipment grounding system by conductor installed and connected by an acceptable method.

1.2 QUALITY ASSURANCE

- A. Requirements for General Conditions, Division 1 and Division 16 Section "General Provisions - Electrical Work" apply to all work in this Section.
- B. Comply with all applicable National, State and local codes and UL 467 - Grounding and Bonding Equipment.

1.3 SUBMITTALS

- A. Submit catalog cuts for all equipment provided under this section.
- B. Submit ground resistance test reports where noted.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Copper Conductor, 98% conductivity, Class B stranding, Type TW insulation for:



1. Service: Size per NEC, conductor in rigid metallic conduit.
 2. Emergency distribution: Insulated, 25% of distribution capacity, in rigid metallic conduit.
 3. Center tap of Y-connected transformers: Size per NEC, conductor in rigid metallic conduit.
 4. Metallic raceway continuity: No. 6 AWG.
 5. Primary switches: Bare No. 1/0 AWG.
 6. Outdoor metallic equipment and hardware: Bare No. 1/0 AWG.
 7. Underground grids: Bare No. 4/0.
- B. Ground Clamps:
1. Bronze, solderless type with bronze screws, suitable to receiving noted conductors. Similar to Burndy Corp. Type GAR.
- C. Ground Rods: Copperweld, suitable for adding multiple sections, minimum 10 feet by 3/4 inch diameter.
- D. Buried cable and ground rod connecting shall be exothermic welds similar to Erico Products Inc. "CADWELD".
- E. Provide and install green ground conductor in all branch circuit conduits and feeder conduits.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Service and Equipment:
1. Ground neutral conductor through disconnecting link and ground terminal to:
 - a. Water service ground clamp.
 - b. Metal frame of building.
 - c. UFER Grounding as per drawing.
 - d. Driven ground rods.
 2. Ground center tap of Y-connected transformers through secondary neutral and ground bus to: Main ground bus in electrical room.
 3. Mount ground clamp on water service at street side of main service valve.



4. Provide jumper to by-pass water meter.
5. Separately ground center taps of Y-connected transformers to: Main ground bus.
6. Ground at service entrances: Service equipment including ground straps and jumper.

B. Underground Distribution:

1. Ground:

- a. Interrupted metallic raceways with ground conductors connected to metallic raceway at each end.
- b. Manhole equipment and wiring through bonding trees to driven ground rods including:
 - 1) Cable shielding.
 - 2) Cable sheathing.
 - 3) Metallic raceways.
 - 4) Hardware.
 - 5) Grounding conductors.
- c. Handhole hardware to driven ground rods.

2. Provide vertically driven ground rods with tops 2 feet below finished grade.

C. Equipment Ground Conductor

1. Install green equipment ground conductor in all branch and feeder conduits.

D. Ground Bushing

1. Install ground bushing at all metallic conduit termination to equipment enclosure. Bond the bushing to equipment ground bus using green ground conductor.

E. Miscellaneous Systems:

1. Ground:
 - a. Emergency distribution system.

3.2 TESTS

A. For ground continuity at:

1. Switchboards



2. Transformers

3. Panelboards

B. Ground Resistance Test.

1. Conduct ground grid-to-earth tests prior to tie into system at sufficient points throughout the grid system to assure a measured resistance of 2 ohms or less to ground.

2. Conduct the tests under the following conditions:

a. After the installed ground grid is backfilled and compacted.

b. Dry weather, not less than 48 hours after rainfall.

3. Test instrument: Null balance type, Biddle Megger Earth Tester or approved equal.

4. Compile all resistance readings and calculations and prepare as a report and submit to the Architect after the tests are conducted.

C. Provide written certification of compliance.

END OF SECTION

SECTION 16471

BRANCH CIRCUIT PANELBOARD

PART 1 GENERAL

1.1 PRINCIPAL WORK IN THIS SECTION

- A. Complete equipment including circuit breakers and panelboards.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Division 16 Section "Low Voltage Circuit Breaker".

1.3 QUALITY ASSURANCE

- A. Refer to Division 16 Section "General Provisions – Electrical Work".

1.4 SUBMITTALS

- A. Shop Drawings:
 - 1. Dimensions and schedules.
 - 2. Overcurrent protective device short circuit ratings.
 - 3. Catalog cuts.

1.5 GUARANTEES

- A. Refer to Division 16 Section "General Provisions – Electrical Work".

PART 2 PRODUCTS

2.1 MATERIALS

- A. Provide factory assembled, enclosed panelboards in dead front cabinets, with door in door, surface mounted or recessed as indicated not less than 20 inches wide and 5-3/4 inches deep. Height will depend on the number of breakers and contactor. Panel shall be provided with hinged dual covers (one to access wireway and other to access circuit breaker).
- B. Provide feeder terminal lugs for both main lugs only and main breakers rated for use with copper.
- C. Provide full size copper phase bussing, neutral bus where indicated, equipment ground bus, bolt-on circuit breakers.
- D. All door locks shall be keyed alike.
- E. Provide separate hinged and lockable doors for all main contactor compartments.



- F. Maximum short circuit rating for the panel shall be as indicated.
- G. Outdoor locations: Provide NEMA 3R enclosure with gasketing.
- H. Directory: Metal frame with clear plastic, transparent cover. Typewritten list indicating circuit numbers, equipment supplied and their locations.
- I. Double lugs or feed-through lugs, where indicated on drawings or schedules.
- J. Temperature rating: Panelboards including terminals for feeder and branch circuit wiring shall be UL listed for 75°C.

2.2 MANUFACTURERS

- A. Branch Circuit Panelboards:
 - 1. General Electric.
 - 2. Square D.
 - 3. Cutler Hammer.
 - 4. Or approved equal.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Circuit wiring shall be distributed evenly over three phases. Circuit numbers are for identification purposes only.
- B. Provide multi-cable lugs where required.
- C. Mounting height shall be maximum 6 feet, 6 inches from floor to top overcurrent protective device.
- D. Secure panelboards to building structure to withstand wire pulling strains.
- E. Use plywood backboard or strut material spanning studs on walls with metal studs.
- F. Do not use toggle bolts or expansion anchors in gypsum board or plaster walls.
- G. Provide free standing metal frame or panel installation where no walls are available.

3.2 TESTS

- A. Branch Circuit Panelboards:
 - 1. Visual and mechanical inspection:



- a. Inspect for physical, electrical and mechanical condition.
- b. Inspect for proper alignment, anchorage, and grounding.
- c. Inspect all indicating devices for proper operation.

END OF SECTION



MEMORANDUM

RIVERSIDE COUNTY COUNSEL

CONFIDENTIAL
ATTORNEY-CLIENT PRIVILEGE

DATE: November 28, 2011

TO: Jane Jennings
Clerk of the Board

FROM: Marsha L. Victor
Principal Deputy

RE: Bids for Dedicated A/C for IT Room at Riverside Centre Building

The seven bids submitted for the above referenced project have been reviewed by this office. The bids are as shown in your summary of bids.

The apparent low bid by Ran Enterprises Inc. has been reviewed and appears to be in appropriate form. A request for relief from bid due to clerical error has been submitted and a determination is pending on that request.

The second low bid by Allison Mechanical has also been reviewed and appears to be in appropriate form.

All documents submitted are returned herewith.

MLV

cc: Dawn Torres, EDA/PM

Bid Summary

TO: Pamela J. Walls
County Counsel

PROJECT: Dedicated A/C for the IT Rooms at
the Riverside Centre Building

FROM: Jane Jennings 955-8092
Board Assistant, COB

BID DATE: 11/10/11/11

Project Mgr: Dawn Torres - EDA
(951) 955-4880

BID TIME: 10:00 a.m.

ITEM/DATE: #3.9 of 09/20/11

(PLEASE REFER ALL QUESTIONS TO THE PROJECT MANAGER)

CONTRACTORS

BID AMOUNT

Ran Enterprises, Inc.
17621 Sampson Lane
Huntington Beach, CA 92647
(714) 847-3688

Total Bid: \$ 289,000.00

Allison Mechanical, Inc.
1968 Essex Court
Redlands, CA 92373
(909) 478-5633

Total Bid: \$ 358,000.0

Couts Heating & Cooling, Inc.
1693 Rimpau Ave.
Corona, CA 92881
(951) 278-5560

Total Bid: \$ 447,400.00

California Bldg Evaluation & Constr. Inc.
6281 Beach Blvd., #306
Buena Park, CA 90621
(714) 609-7625

Total Bid: \$ 450,000.00

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

Total Bid: \$ 456,000.00

Golden Arrow Engineering, Inc.
1960 Chicago Ave., Suite #D13
Rivrside, CA 92507
(951-686-2449

Total Bid: \$ 560,000.00

Avi-Con, Inc. dba CA Construction
981 Iowa Ave. Suite A
Riverside, CA 92507
(951) 781-8055

Total Bid: \$ 567,000.00

CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: 11/10/2011

Bidder: RAN ENTERPRISES 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, the General Conditions for the construction of the **Dedicated Air Conditioning for Information Technology Rooms at Riverside Center 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 11/3/2011
Addendum No. 2 Date 11/7/2011
Addendum No. _____ Date _____
Addendum No. _____ Date _____

For the total Base Bid TWO HUNDRED EIGHTY NINE THOUSANDS DOLLARS dollars (\$ 289,000.00), including all applicable taxes, permits, and licenses.

(Add or Deduct - mark which)

Alternate 1	\$ <u>N/A</u>	ADD _____	DEDUCT _____
Alternate 2	\$ <u>N/A</u>	ADD _____	DEDUCT _____
Alternate 3	\$ <u>N/A</u>	ADD _____	DEDUCT _____
Alternate 4	\$ <u>N/A</u>	ADD _____	DEDUCT _____

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 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.

PORTION OF THE WORK

SUBCONTRACTOR

LOCATION

Piping, ~~plumbing~~ ~~controls~~
AIR CONTROL Mepro services inc 9268 1/2 HALL RD. Downey, CA

Air & WATER
BALANCE. Los Angeles Air Balance Co 1848 W. 11th L.A.N. Upland, CA

Electrical ANTOINE Khoury 3128 Heather Dr, Fullerton, CA

Roofing CABRAL Roofing & WATER 815 West Olympic Blvd. Monte Delo, CA

Bid Bond

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned RAN Enterprises, Inc.
, as Principal; and Hartford Fire Insurance Company, as Surety, are
 hereby held and firmly bound unto the County of Riverside, hereinafter called the "Owner", in the sum of
 Ten Percent of Amount Bid _____ Dollars (\$ 10% of amount 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.

WHEREAS, the said Principal is herewith submitting its Proposal for the **Dedicated Air Conditioning for
 Information Technology Rooms at Riverside Center 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 8th day of November, 2011, 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.

RAN Enterprises, Inc.
 (Firm Name - Principal)
17621 Sampson Lane, Huntington Beach, CA 92647
 (Business Address)
 By _____
 (Original Signature)
president
 (Title)
Hartford Fire Insurance Company
 (Corporation Name - Surety)
One Pointe Drive Brea, CA 92821
 (Business Address)
 By _____
 (Original Signature)
 ATTORNEY-IN-FACT Frank Morones

Affix Seal
 If
 Corporation

Affix
 Corporate
 Seal

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-4
One Hartford Plaza
Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 72-186590

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

Frank Morones
of
Yorba Linda, CA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Scott Sadowsky

Scott Sadowsky, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Paseka

Scott E. Paseka
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, 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 still in full force effective as of November 8, 2011.
Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

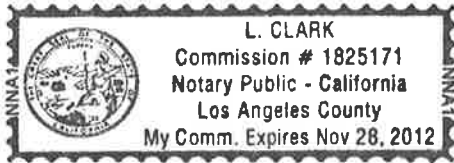
State of California

County of Orange

On 11/8/2011 before me, L. Clark, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Frank Morones, who proved to me on the basis of satisfactory evidence to be the person(s) whose names (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.

L. Clark

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

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S) LIMITED
- GENERAL

ATTORNEY-IN-FACT

TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER: _____

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

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

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: RAN ENTERPRISES INC
Type of Organization: Corporation
Signed By: Roger Abinader
Title of Signer: President and Secretary Affix Seal
Address of Bidder: 17621 Sampson Lane If
 Huntington Beach, CA 92647 Corporation

Telephone No.: (714) 847-3688
Contractor's License No.: 818754
Classification: B and C70 Expiration Date: 4/30/2013

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)

Roger Abinader _____, being first duly sworn, deposes and says:

That he or she is The president of RAW ENTERPRISES 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 _____, 2011.

Signature of officer administering oath

SEE ATTACHED CERTIFICATE
DATE 11/8/11 NOTARY INITIAL [Signature]

JURAT

State of California
County of Orange } ss

Attached doc bears embossment

Subscribed and sworn to (or affirmed) before me on this 8 day of
November, 2011, by Roger Abiradeh,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared
before me

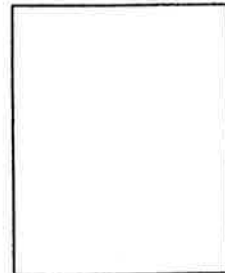


SCH
Signature of Notary

OPTIONAL INFORMATION

Date of Document _____
Type or Title of Document _____
Number of Pages in Document _____
Document in a Foreign Language _____

Thumbprint of Signer



Type of Satisfactory Evidence:
 Personally Known with Paper Identification
 Paper Identification
 Credible Witness(es)

Capacity of Signer:
 Trustee
 Power of Attorney
 CEO / CFO / COO
 President / Vice-President / Secretary / Treasurer
 Other: _____

Check here if
no thumbprint
or fingerprint
is available.

Other Information: _____

**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.

RAN ENTERPRISES INC
Roger Abinodun
Principal
Roger Abinodun
Principal
President and Secretary
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.)

RAN ENTERPRISES INC
17621 Sampson lane
Stunhington Beach, CA 92617

Project: Dedicated Air Conditioning for Information
Technology Rooms At Riverside Center project.

BID DATE: 11/10/11 at 10:00 am

SEALED BID RECEIVED
CLERK OF THE BOARD OF SUPERVISORS

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS
2011 NOV 10 AM 9:41

Clerk of The Board of Supervisors.
1st floor of The County Administrative Center.
4080 Lemon Street.
Riverside, CA 92501

CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: 11/10/11

Bidder: Allison 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, the General Conditions for the construction of the **Dedicated Air Conditioning for Information Technology Rooms at Riverside Center 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 11/3/11

Addendum No. 2 Date 11/7/11

Addendum No. _____ Date _____

Addendum No. _____ Date _____

For the total Base Bid Three Hundred Fifty Eight Thousand dollars (\$ 358,000⁰⁰), including all applicable taxes, permits, and licenses.

(Add or Deduct - mark which)

Alternate 1	\$ <u>0</u>	ADD _____	DEDUCT _____
Alternate 2	\$ <u>0</u>	ADD _____	DEDUCT _____
Alternate 3	\$ <u>0</u>	ADD _____	DEDUCT _____
Alternate 4	\$ <u>0</u>	ADD _____	DEDUCT _____

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 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>LOCATION</u>
Electrical	Inland Pacific	Rancho Cucamonga
Insulation	Preferred	Corona
CRANE	CRANE Rental	ORANGE
CONCRETE Coring	Harbor Companies	San Bernardino
concrete	Cell-Crete	Monrovia.
X-RAY	DAVIS ENR	BREA
Test And Balances	Davis Test + Balance	Yucaipa
Roofing	CABRAL Roofing	Montebello

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: ALLISON MECHANICAL, INC.
Type of Organization: CORPORATION
Signed By: Raymond Butch
Title of Signer: PROJECT MANAGER
Address of Bidder: 1968 ESSEX CT
Redlands, CA 92373

Telephone No.: (909) 478-5633
Contractor's License No.: 679866
Classification: B, C20 Expiration Date: 11/30/2011

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)

Reginald Butler, being first duly sworn, deposes and says:

That he ~~or she~~ is Project Manager of Allison 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.

Reginald Butler
Signature

Subscribed and sworn to before me this 10th day of November, 2011.

[Signature]
Signature of officer administering oath

Bid Bond

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned Allison Mechanical, Inc., as Principal; and (1) _____, as Surety, are hereby held and firmly bound unto the County of Riverside, hereinafter called the "Owner", in the sum of (2) _____ Dollars (\$ -----) 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. (1) Liberty Mutual Insurance Company (2) not to exceed ten percent (10%) of the total bid amount

WHEREAS, the said Principal is herewith submitting its Proposal for the **Dedicated Air Conditioning for Information Technology Rooms at Riverside Center 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 4th day of November, 2011, 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.

Allison Mechanical, Inc.
(Firm Name - Principal)

1968 Essex Court, Redlands, CA 92373
(Business Address)

By *Ronald Butch*
(Original Signature)

Project Manager
(Title)

Liberty Mutual Insurance Company
(Corporation Name - Surety)

790 The City Drive South, Suite 200, Orange, CA 92868
(Business Address)

By *[Signature]*
(Original Signature) Julia B. Gladding

ATTORNEY-IN-FACT

Affix Seal
If
Corporation

Affix
Corporate
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.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint KENNETH A. COATE, JULIA B. GLADDING, ALL OF THE CITY OF RIVERSIDE, 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 TWENTY FIVE MILLION AND 00/100***** DOLLARS (\$ 25,000,000.00*****) 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 XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company 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 Company 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 Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so 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 XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company 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 Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 8th day of October, 2009.

LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 8th day of October, 2009, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company 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.



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

By Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, 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 XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

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 Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

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 4th day of November, 2011.



By 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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Riverside

On NOV 04 2011 before me, Stephanie D. Montague, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Julia B. Gladding
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature: [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Individual Individual

Partner — Limited General Partner — Limited General

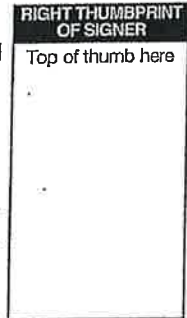
Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____



Allison Mechanical, Inc.
1968 Essex Court
Redlands, CA 92373

CLEN

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS

2011 NOV 10 AM 9:40

Clerk of the Board of Supervisors
4080 Lemon Street
Riverside, CA 92501

Dedicated Air Conditioning for
Information Technology Rooms

FM08740000174

Bid Date: 11/10/11

Bid Time: 10:00 am

CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: 11-10-11

Bidder: COUTS HEATING & COOLING, 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, the General Conditions for the construction of the **Dedicated Air Conditioning for Information Technology Rooms at Riverside Center 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 11-03-11

Addendum No. 2 Date 11-07-11

Addendum No. _____ Date _____

Addendum No. _____ Date _____

For the total Base Bid Four hundred forty-seven thousand four hundred dollars (\$ 447,400.00), including all applicable taxes, permits, and licenses.


(Add or Deduct - mark which)

Alternate 1	\$ <u>Ø</u>	ADD _____	DEDUCT _____
Alternate 2	\$ <u>Ø</u>	ADD _____	DEDUCT _____
Alternate 3	\$ <u>Ø</u>	ADD _____	DEDUCT _____
Alternate 4	\$ <u>Ø</u>	ADD _____	DEDUCT _____

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 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.

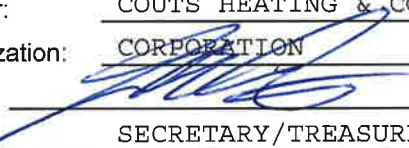
<u>PORTION OF THE WORK</u>	<u>SUBCONTRACTOR</u>	<u>LOCATION</u>
Concrete, Ceilings	 MRK Construction Co.	9695 Mignonne St. Alhambra CA 91701
Roofing	Cabral Roofing & Waterproofing Corp.	815 W. Olympic Blvd. Montebello CA 90640
Test & Balance	L.A. Air Balance Co.	1848 W. 11th St., Unit N Upland CA 91786
Insulation	So-Cal Insulation	2401 Eads St. Los Angeles CA 90031
Controls	Control Technologies West, Inc.	4165 E. La Palma Ave. Anaheim CA 92807
Electric	Murry Electric	1158 Melville Dr. Riverside CA 92506

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: COUTS HEATING & COOLING, INC.
Type of Organization: CORPORATION
Signed By:  JOHN R. COUTS
Title of Signer: SECRETARY/TREASURER Affix Seal
Address of Bidder: 1693 RIMPAU AVENUE If
CORONA, CA 92881 Corporation
Telephone No.: 951-278-5560
Contractor's License No.: 375584
Classification: C20 C43 B C36 C-4 Expiration Date: 05-31-13

LICENSURE STATEMENTS ARE MADE UNDER PENALTY OF PERJURY

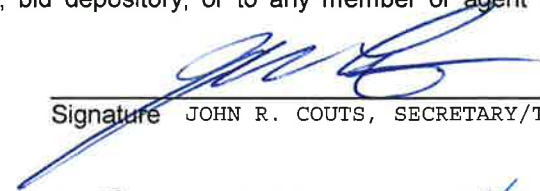
If bidder is a corporation, and signer is not President or Secretary, attach a certified copy of By-Laws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach Power of Attorney. If bidder is not an individual, list names of other persons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

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

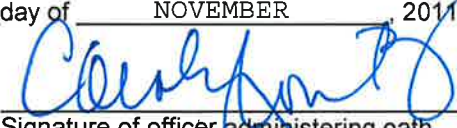
State of California) ss.
County of Riverside)

JOHN R. COUTS, being first duly sworn, deposes and says:

That he or she is SECRETARY/TREASURER of COUTS HEATING & COOLING, 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 JOHN R. COUTS, SECRETARY/TREASURER

Subscribed and sworn to before me this 10 day of NOVEMBER, 2011.


Signature of officer administering oath

Carolyn Coutts president

Bid Bond

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned COUTS HEATING & COOLING, INC., as Principal; and HANOVER INSURANCE COMPANY, as Surety, are hereby held and firmly bound unto the County of Riverside, hereinafter called the "Owner", in the sum of TEN PERCENT 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 **Dedicated Air Conditioning for Information Technology Rooms at Riverside Center 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 10 day of NOVEMBER, 2011, 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.

COUTS HEATING & COOLING, INC.
(Firm Name - Principal)

1693 RIMPAU AVE. - CORONA, CA 92881
(Business Address)

By [Signature]
(Original Signature) JOHN R. COUTS

SECRETARY/TREASURER
(Title)

HANOVER INSURANCE COMPANY
(Corporation Name - Surety)

1411 N. BATAVIA ST. #111 - ORANGE, CA 92867
(Business Address)

By [Signature]
(Original Signature) BREW EBRIGHT

ATTORNEY-IN-FACT

Affix Seal
If
Corporation

Affix
Corporate
Seal

CALIFORNIA COPY CERTIFICATION BY DOCUMENT CUSTODIAN

I, JOHN R. COUTS, hereby swear (or affirm) that the attached reproduction of BID BOND is a true, correct and complete

Description of Original Document

photocopy of a document in my possession.

[Signature]
Signature of Custodian of Original Document

1693 RIMPAU AVENUE - CORONA, CALIFORNIA 92881
Address

State of California

County of RIVERSIDE

Subscribed and sworn to (or affirmed) before me on this 10 day of NOVEMBER, 20 11, by

Date Month Year

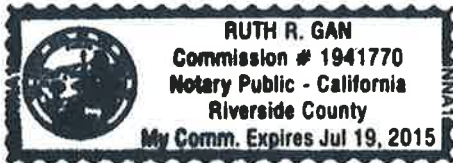
JOHN R. COUTS

Name of Custodian of Original Document

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

Signature *[Signature]*

Signature of Notary Public
RUTH R. GAN



Place Notary Seal Above

OPTIONAL

Though the information in this section 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 Copy

Title or Type of Document: _____

Document Date: _____ Identifying No.: _____ No. of Pages: _____

Signer(s) or Issuing Agency: _____

Capacity Claimed by Custodian

Individual Attorney Trustee Business Proprietor or Manager

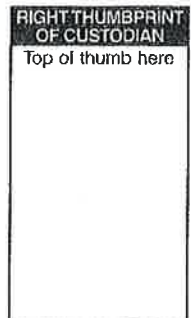
Corporate Officer — Title: _____

University or School Officer — Title: _____

Governmental Officer or Agent — Title: _____

Other: _____

Custodian Is Representing: _____



ACKNOWLEDGMENT

State of California
County of ORANGE)

On 10 November 2011 before me, MARK HODE EBRIGHT NOTARY
(insert name and title of the officer)

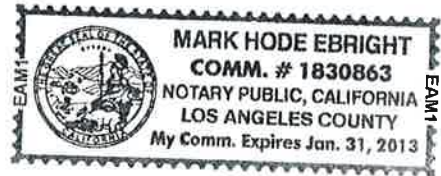
personally appeared DREW EBRIGHT
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Signature 

(Seal)



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint Daniel Huckabay, Arturo Ayala, Dwight Reilly, Allison Ritto and/or Drew Ebright

Of Orange, CA and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:
Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Assistant Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by a Vice President and an Assistant Vice President, this 12th day of July, 2010.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Mary Jeanne Anderson
Mary Jeanne Anderson, Vice President

Robert K. Grennan
Robert K. Grennan, Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 12th day of July, 2010 before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Barbara A. Garlick
Notary Public

My commission expires on November 3, 2011

I, the undersigned Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Assistant Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 10 day of NOVEMBER, 20 11

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Stephen L. Braull
Stephen L. Braull, Assistant Vice President

BIDDER: COUTS HEATING & COOLING, INC.
1693 RIMPAU AVENUE
CORONA, CALIFORNIA 92881
LICENSE #375584
951-278-5560

FOR: DEDICATED AC FOR INFORMATION
TECHNOLOGY ROOMS @ RIVERSIDE
CENTER PROJECT

DATE: NOVEMBER 10, 2011

TIME: 10:00 A.M.

COUNTY ADMINISTRATIVE CENTER
CLERK OF THE BOARD OF SUPERVISORS
4080 LEMON STREET
RIVERSIDE CA 92501

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS

2011 NOV 10 AM 9:47

CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: 11/10/2011

Bidder: CALIFORNIA BUILDING EVALUATION & CONSTRUCTION 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, the General Conditions for the construction of the **Dedicated Air Conditioning for Information Technology Rooms at Riverside Center 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 11/3/2011
Addendum No. 2 Date 11/7/2011
Addendum No. _____ Date _____
Addendum No. _____ Date _____

For the total Base Bid Four hundred fifty thousand dollars (\$ 450,000⁰⁰)
including all applicable taxes, permits, and licenses thousand dollars
(Add or Deduct - mark which)

Alternate 1	\$ _____	ADD _____	DEDUCT _____
Alternate 2	\$ _____	ADD _____	DEDUCT _____
Alternate 3	\$ _____	ADD _____	DEDUCT _____
Alternate 4	\$ _____	ADD _____	DEDUCT _____

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 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: CALIFORNIA BUILDING EVALUATION & CONSTRUCTION INC.
Type of Organization: CORPORATION
Signed By: EDDIE QADER
Title of Signer: VICE PRESIDENT/SECRETARY Affix Seal
Address of Bidder: 6281 BEACH BLVD., #306 If
BUENA PARK, CA 90621 Corporation
Telephone No.: 714) 609-7625
Contractor's License No.: 785685
Classification: A,B Expiration Date: 10/31/2012

LICENSURE STATEMENTS ARE MADE UNDER PENALTY OF PERJURY

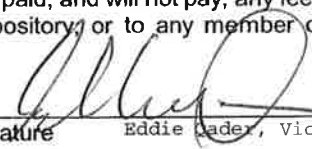
If bidder is a corporation, and signer is not President or Secretary, attach a certified copy of By-Laws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach Power of Attorney. If bidder is not an individual, list names of other persons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

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California) ss.
County of ~~Riverside~~)
Orange

Eddie Qader, being first duly sworn, deposes and says:

That he or she is Vice President of California Building Evaluation and Construction, 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 Eddie Qader, Vice President

Subscribed and sworn to before me this _____ day of _____, 2011.

Signature of officer administering oath

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange }

On 10/21/11 before me, Daniel Huckabay, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Eddie Qader
Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature [Signature]
Signature of Notary Public

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: Noncollusion Affidavit

Document Date: 10/21/11 Number of Pages: One

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Eddie Qader

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Bid Bond

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned California Building Evaluation and Construction, Inc., as Principal; and SureTec Insurance Company, as Surety, are hereby held and firmly bound unto the County of Riverside, hereinafter called the "Owner", in the sum of Ten Percent of Amount 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.

WHEREAS, the said Principal is herewith submitting its Proposal for the **Dedicated Air Conditioning for Information Technology Rooms at Riverside Center 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 21st day of October, 2011, 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.

California Building Evaluation and Construction, Inc.

(Firm Name - Principal)

6281 Beach Blvd, Suite 306, Buena Park, CA 90621

(Business Address)

By _____

(Original Signature)

Eddie Qader, Vice President

(Title)

SureTec Insurance Company

(Corporation Name - Surety)

3033 5th Avenue, Suite 300, San Diego, CA 92103

(Business Address)

By _____

(Original Signature) Daniel Huckabay

ATTORNEY-IN-FACT

Affix Seal
If
Corporation

Affix
Corporate
Seal

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange }

On 10/21/11

Date

before me, Daniel Huckabay, Notary Public

Here Insert Name and Title of the Officer

personally appeared Eddie Qader

Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal

Signature

Signature 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: Bid Bond

Document Date: 10/21/11

Number of Pages: One

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Eddie Qader

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange

On 10/21/11
Date

before me, Arturo Ayala, Notary Public
Here Insert Name and Title of the Officer

personally appeared Daniel Huckabay

Name(s) of Signer(s)

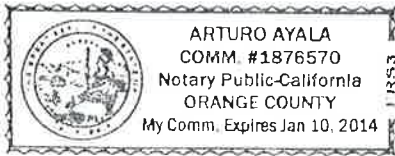
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument the person(s),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

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

Witness my hand and official seal.

Signature

Signature of Notary Public Arturo Ayala



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: 10/21/11 Number of Pages: One

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Daniel Huckabay

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

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer Is Representing:

Signer's Name: _____

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

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer Is Representing:

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Arturo Ayala, Ralph Eidem Jr., Daniel Huckabay, Dwight Reilly

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/2013 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A.D. 2010.

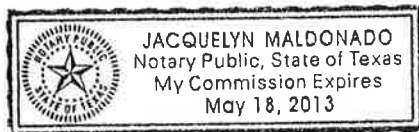
SURETEC INSURANCE COMPANY

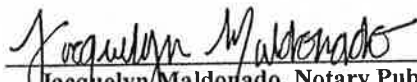
By: 
John Knox Jr., President



State of Texas ss:
County of Harris

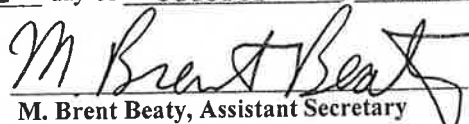
On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2013

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 21st day of October, 2011, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

AGREEMENT FORM

THIS AGREEMENT, entered into this _____ day of _____, 2011, by and between _____, hereinafter called the "Contractor", and the County of Riverside hereinafter called the "Owner".

WITNESSETH: That the parties hereto have mutually covenanted and agreed as follows:

CONTRACT: The Complete Contract includes all of the Contract Documents, to wit: The Notice Inviting Bids, the Instructions to Bidders, the Contractor's Proposal, Wage Schedule, Payment and Performance Bonds, the Plans and Specifications plus any Addenda thereto, the General Conditions, the Supplementary General Conditions, if applicable and this Agreement. All Contract Documents are intended to cooperate and be complimentary so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all Contract Documents.

STATEMENT OF WORK: The Contractor hereby agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials for the **Dedicated Air Conditioning for Information Technology Rooms at Riverside Center Project**. In strict accordance with the Plans and Specifications dated August 2011 prepared by SC Engineers, hereinafter called the "Engineer", and County of Riverside including Addenda thereto as listed in the Contractor's Proposal, all of which are made a part hereof.

TIME FOR COMPLETION: The work shall be commenced on a date to be specified in a written order of the Engineer and shall be completed within one-hundred, twenty (120) calendar days from and after said date. It is expressly agreed that except for extensions of time duly granted in the manner and for the reasons specified in the General Conditions, time shall be of the essence.

COMPENSATION TO BE PAID TO CONTRACTOR: The Owner agrees to pay and the Contractor agrees to accept in full consideration for the performance of the Contract, subject to additions and deductions as provided in the General Conditions, the sum of _____ dollars (\$ _____) being the total of the base bid plus the following addenda: __, __, __, __. The sum is to be paid according to the schedule as provided in the General Conditions.

Pursuant to Labor Code, Section 1861, the Contractor gives the following certification: I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's 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 the work of this Contract.

IN WITNESS WHEREOF, the parties hereto on the day and year first above written have executed this agreement in four (4) counterparts.

Type of Contractor's organization: _____
If other than individual or corporation, list names of all members who have authority to bind firm.

Firm Name: _____

Address: _____

Contractor's License No.: _____

IF OTHER THAN CORPORATION EXECUTE HERE

Signature: _____

Title: _____

IF CORPORATION, FILL OUT FOLLOWING AND EXECUTE

Name of President of Corporation: _____

Name of Secretary of Corporation: _____

Corporation is organized under the laws of State of _____

Signature: _____

Title: _____

Owner: COUNTY OF RIVERSIDE

Signature: _____

Title: Chairman - Board of Supervisors

Attest: Clerk - Board of Supervisors

By: _____

Title: _____

Affix Seal
If
Corporation

PAYMENT BOND

(Public Work - Civil Code Section 3247 et seq.)

The makers of this Bond are _____ as Principal and Original Contractor and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated _____, 2011 between Principal and County of Riverside, a public entity, as owner, for _____ dollars (\$ _____) the total amount payable. THE AMOUNT OF THIS BOND IS 100% OF SAID SUM. Said contract is for public work of: **Dedicated Air Conditioning for Information Technology Rooms at Riverside Center Project.**

The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and the requirements and conditions of this Bond are as is set forth in Sections 3248, 3249, 3250 and 3252 of said Code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said Contract.

Signed and Sealed this _____ Day of _____ 2011.

(Firm Name - Principal)

(Business Address)

Affix Seal
if
Corporation

By: _____
(Signature - Attach Notary's Acknowledgment)

(Title)

(Corporation Name - Surety)

(Business Address)

Affix
Corporate
Seal

By: _____
(Signature - Attached Notary's Acknowledgment)

ATTORNEY-IN-FACT
(Title-Attach Power of Attorney)

PERFORMANCE BOND

The makers of this Bond, _____, as Principal, and _____ as Surety, are held and firmly bound unto County of Riverside, hereinafter called the Owner, in the sum of _____ Dollars (\$ _____) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal entered into a certain contract, hereto attached, with the Owner, dated _____, 2011 for: **Dedicated Air Conditioning for Information Technology Rooms at Riverside Center Project.**

Now therefore, if the Principal shall well and truly perform and fulfill all the undertakings covenants, terms, conditions and agreements of said Contract during the original term of said Contract and any extension thereof that may be granted by the Owner, with or without notice to the Surety, and during the file of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may thereafter be made, then this obligation to be void, otherwise to remain in full force and virtue. Without notice, Surety consents to extension of time for performance, change in requirements, change in compensation or prepayment under said Contract.

Signed and Sealed this _____ Day of _____, 2011.

(Firm Name - Principal)

(Business Address)

Affix Seal
if
Corporation

By: _____
(Signature - Attach Notary's Acknowledgment)

(Title)

(Corporation Name - Surety)

(Business Address)

Affix
Corporate
Seal

By: _____
(Signature - Attach Notary's Acknowledgment)

ATTORNEY-IN-FACT
(Title-Attach Power of Attorney)

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

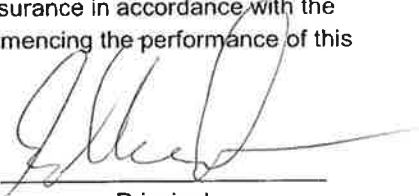
Labor Code Section 3700

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

EDDIE QADER

Principal

VICE PRESIDENT/SECRETARY

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.)

**COUNTY OF RIVERSIDE
ECONOMIC DEVELOPMENT AGENCY
PROJECT MANAGEMENT OFFICE
3403 TENTH STREET, 4TH FLOOR
RIVERSIDE, CA 92501**

DATE: November 3, 2011

PROJECT: Dedicated Air Conditioning for Information Technology Rooms at Riverside Centre

PROJECT NO.: FM08740000174 (20110174)

ADDENDUM: NUMBER 01

I. INSTRUCTIONS:

- A. This supplement to the bid package is issued prior to the receipt of proposals. All changes covered in this supplement shall be included in the original quotation and the supplement will be considered one of the contract documents.
- B. Contractors, Manufacturers and/or Distributors shall confirm the receipt and consideration of this addendum prior to the submittal of their proposal by noting inclusion of Addendum One on the Contractor's Proposal.

II. PURPOSE OF ADDENDUM

- A. The purpose of this addendum is to provide all bidders who attended the pre-bid job walk held Thursday, October 20, 2011 with additional information to be included in your bids.

III. CHANGES AND CLARIFICATIONS:

- A. Reminder: Sealed Bids are due Thursday, November 10, 2011 by 10:00 a.m. at the Clerk of the Board office on 1st floor of County Administrative Center located at 4080 Lemon Street, Riverside, CA 92501.
- B. Liquidated Damages noted on page 16 of the General Conditions, Article 7, 7.2 were incorrectly noted as \$3,000.00 per day. The correct amount is \$500.00 per day.
- C. Drawing M3.0 Key Note-1, Change reference from M6.0 Detail #5 to M6.0 Detail #1.
- D. Drawing E-3 Key Note #1: Change reference from E-3 to E-4.

IV. RFI RESPONSES:

Submitted by:	RFI #	Question	Response	Responder
Pardess Air, Inc	1	Is temporary AC unit required for this project?	Contractor does not need to bring in any temporary AC. Continue to use existing temporary AC and/or main building AC during construction.	County
Pardess Air, Inc	2	Page M6.2 Detail 1 for pipe support design & Page M6.0 Detail 5 for fan coil installation refer to structural drawing for design & anchorage. There is no structural sheet in the set of plans.	Reference to Structural Drawings: Delete reference to structural drawings from drawings including M6.0 and M6.2. Comply with details shown and specifications sections 15060 "Hangers and Supports" and 15071 "Mechanical Vibration and Seismic Controls".	Engineer
Pardess Air, Inc	3	What is the existing control system? Could you please provide contact information for the control company?	Provide Independent LonWorks DDC system as specified for all equipment provided under this contract. All components shall be compatible with the LonWorks building DDC system provided under this contract. There is one reference to compatibility with the "building" control system on the VFD control diagram, M-5.1 Detail 1 and that refers to the LonWorks controls provided under this project.	Engineer
Pardess Air, Inc	4	Sheet E-8 Note #2, 6 are not clear. Do the existing pumps P1 & P2 require disconnect switch and starter (not shown) or just starter since panel PH is right there?	Drawing E-8 Key Note #6: Existing disconnects remain per drawing E-3/E-4.	Engineer

Pardess Air, Inc	5	Is there a freight elevator? If not, can we use public elevators and if there are any restrictions?	There is no freight elevator. Elevator #3 on west end can be used by contractor, weight limits noted in elevator. County will have pads in place. Public use will continue during construction period. Temporary elevator lock out can be coordinated with County.	County
Pardess Air, Inc	6	What are the working hours?	Normal working hours in this building are M-F 6:30 a.m. to 6:00 p.m.; custodians are here until approximately 11:00 p.m. Saturday hours 7:00 a.m. to 2:00 p.m. After hours work can be scheduled as needed with the County with advanced notice.	County
DJD Group	1	Where on County premises will we be able to store materials with a storage bin & place a temporary toilet?	It is possible to store some items on the roof either inside the mechanical rooms or on the roof itself. However, contractor will be responsible to protect existing membrane roof and have repairs made if any damage occurs. (also see item 3 below) No temporary toilet is allowed. Contractors can use restrooms on 4 th or 5 th Floors.	County
DJD Group	2	Is owner supplying Scroll Water Chiller(s) according to Section 15628 or is contractor supplying the equipment?	Spec Section 15628: Delete Paragraph 1.2.A.3. Chillers are not owner furnished. They are to be provided by the Contractor as a part of the construction contract.	Engineer
DJD Group	3	Are we allowed to store the materials on the roof if we protect /cover the roof up with plywood or is there a weight restriction to how	Refer to item DJD Group item 1 above. All material storage must be pre-approved by County.	County

		much we can put on the roof?		
DJD Group	4	<p>Insurance requirements: 2.3.3 Commercial General Liability –confirm limits required as \$1,000,000 Occ. 2,000,000 Aggregate. 2.3.4 Vehicle Liability limits –confirm limits required as \$1,000,000. 2.3.5 Property (Physical Damage) A. confirm you require us to cover the property and improvements being put into the building and will then become yours when completed...”Builders Risk policy”. B. Are you requiring us to cover our own property (saws, drills, tools, etc.)</p>	<p>In the Specifications and Contract Documents book, refer to General Conditions, Article 2 for insurance requirements. Your insurance provider should review that section with you and provide guidance. County Counsel will review all bid documents and make final determination as to correctness of insurance documents submitted by the apparent low bidder prior to formal award of the construction contract.</p>	County

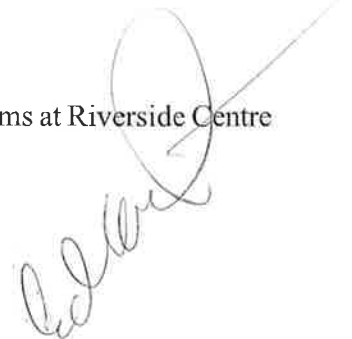
**COUNTY OF RIVERSIDE
ECONOMIC DEVELOPMENT AGENCY
PROJECT MANAGEMENT OFFICE
3403 TENTH STREET, 4TH FLOOR
RIVERSIDE, CA 92501**

DATE: November 7, 2011

PROJECT: Dedicated Air Conditioning for Information Technology Rooms at Riverside Centre

PROJECT NO.: FM08740000174 (20110174)

ADDENDUM: NUMBER 02



I. INSTRUCTIONS:

- A. This supplement to the bid package is issued prior to the receipt of proposals. All changes covered in this supplement shall be included in the original quotation and the supplement will be considered one of the contract documents.
- B. Contractors, Manufacturers and/or Distributors shall confirm the receipt and consideration of this addendum prior to the submittal of their proposal by noting inclusion of Addendum One on the Contractor's Proposal.

II. PURPOSE OF ADDENDUM

- A. The purpose of this addendum is to provide all bidders who attended the pre-bid job walk held Thursday, October 20, 2011 with additional information to be included in your bids.

III. CHANGES AND CLARIFICATIONS:

- A. The following is contact information for the roofing company that installed the existing membrane roof on the Riverside Centre building:

Cabral Roofing & Waterproofing Corp.
323-832-910 office 323-832-9300 fax
815 West Olympic Blvd, Montebello, CA 90640-5101
Website: cabralroofing.com
Email: Fidel@cabralroofing.com
State License # 746649

CALIF. BUDG. EVALUATION & CONST., INC.
6281 Beach Blvd #306
Buena Park, CA 90621

Bid date: 11/10/2011

Bid # FM084000174
Dedicated Air Conditioning
for Information Tech
Rooms at Riverside Centre

County of Riverside
4080 Lemon St., 1st Floor
Riverside, CA 92501

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS
2011 NOV 10 AM 9:56

SEALED BID RECEIVED
CLERK OF THE BOARD OF SUPERVISORS

CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: 11/10/11

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, the General Conditions for the construction of the **Dedicated Air Conditioning for Information Technology Rooms at Riverside Center 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 11/3/11

Addendum No. 2 Date 11/7/11

Addendum No. _____ Date _____

Addendum No. _____ Date _____

For the total Base Bid FOUR HUNDRED FIFTY dollars (\$ 456,000)
including all applicable taxes, permits, and licenses.
SIX THOUSAND DOLLARS
(Add or Deduct - mark which)

Alternate 1	\$ _____	ADD _____	DEDUCT _____
Alternate 2	\$ _____	ADD _____	DEDUCT _____
Alternate 3	\$ _____	ADD _____	DEDUCT _____
Alternate 4	\$ _____	ADD _____	DEDUCT _____

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 and all alternates. Alternates may be awarded in any order after determination of the lowest responsible and responsive bidder.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

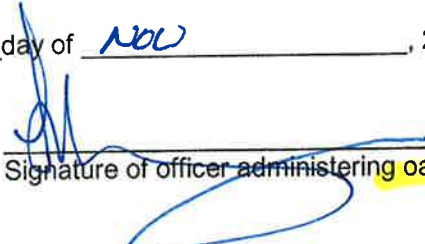
State of California) ss.
County of Riverside)

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 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 9 day of NOV, 2011.


Signature of officer administering oath



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: [Signature]
Title of Signer: MOZAFAR SHAYE - PRESIDENT Affix Seal
Address of Bidder: 1769 KELTON AVENUE If
LA CA 90024 Corporation
Telephone No.: 310-477-3628
Contractor's License No.: 466553
Classification: B, C-20 Expiration Date: 7/31/13

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.

Bid Bond

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned Pardess Air, Inc., as Principal; and First National Insurance Company of America, as Surety, are hereby held and firmly bound unto the County of Riverside, hereinafter called the "Owner", in the sum of Ten percent of 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 **Dedicated Air Conditioning for Information Technology Rooms at Riverside Center 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 18th day of October, 2011, 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.

Pardess Air, Inc.
(Firm Name - Principal)
11340 W.Olympic BL#302, LA, CA 90064
(Business Address)
By [Signature]
(Original Signature)

Affix Seal
If
Corporation

PRESIDENT
(Title)
First National Insurance Company of America
(Corporation Name - Surety)
1001 4th Ave, Suite 1700, Seattle, WA 98154
(Business Address)
By [Signature]
(Original Signature) Pamela McCarthy
ATTORNEY-IN-FACT

Affix
Corporate
Seal

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

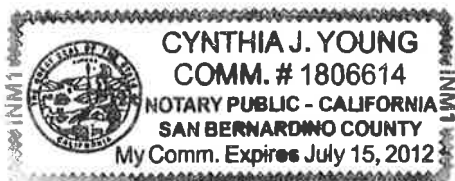
State of California
County of San Bernardino } SS.

On October 18, 2011 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

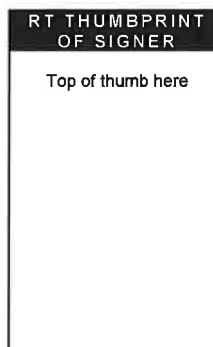
Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

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 27th day of January, 2011.

FIRST NATIONAL INSURANCE COMPANY OF AMERICA

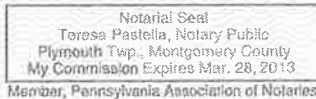


By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 27th day of January, 2011, 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.



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 18 day of October, 2011



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

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS
2011 NOV 10 AM 9:45

BIDDER
PARDESS AIR INC.
1769 KELTON AVENUE
LOS ANGELES, CA 90024
TEL: 310-477-3628

CLERK of *Board of Supervisors*
COUNTY OF RIVERSIDE
1ST FLOOR OF ADMINISTRATIVE CENTER
4080 LEMON STREET
RIVERSIDE, CA 92501

TO:

JOB NAME: DEDICATED AC FOR INFORMATION TECHNOLOGY ROOMS
AT RIVERSIDE CENTER
BID DATE: NOVEMBER 10, 2011
BID TIME: 10:00 AM



**1960 CHICAGO AVE, SUITE D-13 RIVERSIDE CA 92507 951-686-2449
LIC# A, B & C8 - 943356**

**BID No. FM08740000174
DEDICATED AIR CONDITIONING FOR INFORMATION
TECHNOLOGY ROOMS AT RIVERSIDE CENTER**

**CLOSING/RECEIPT REQUIRED DATE:
10 NOVEMBER 2011**

**CLOSING/RECEIPT REQUIRED TIME:
10:00AM**

**SUBMITTED TO:
PROJECT MANAGEMENT OFFICE
3403 TENTH STREET, 4TH FLOOR
RIVERSIDE, CA 92501**

CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: November 9, 2011

Bidder: Golden Arrow Engineering, 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, the General Conditions for the construction of the **Dedicated Air Conditioning for Information Technology Rooms at Riverside Center 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 November 3, 2011
Addendum No. 2 Date November 7, 2011
Addendum No. _____ Date _____
Addendum No. _____ Date _____

For the total Base Bid five hundred and sixty thousand dollars (\$ 560,000.00), including all applicable taxes, permits, and licenses.

(Add or Deduct - mark which)

Alternate 1	\$ _____	ADD _____	DEDUCT _____
Alternate 2	\$ _____	ADD _____	DEDUCT _____
Alternate 3	\$ _____	ADD _____	DEDUCT _____
Alternate 4	\$ _____	ADD _____	DEDUCT _____

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 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: Golden Arrow Engineering, Inc.

Type of Organization: Corporation

Signed By: 

Title of Signer: Kirby Hays, President

Address of Bidder: 1960 Chicago Avenue Suite D13
Riverside, CA 92507

Affix Seal
If
Corporation

Telephone No.: 951-686-2449

Contractor's License No.: 943356

Classification: A, B & C-8 Expiration Date: 02/29/2012

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)

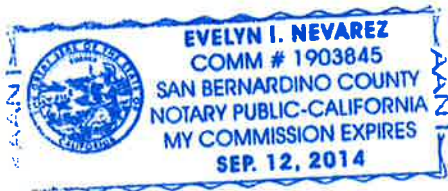
Kirby Hays, being first duly sworn, deposes and says:

That he or ~~she~~ is President of Golden Arrow Engineering, 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 9th day of November, 2011.


Signature of officer administering oath



**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

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.)

Bid Bond

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned Golden Arrow Engineering, Inc., as Principal; and Western Surety Company, 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 Price----- 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 **Dedicated Air Conditioning for Information Technology Rooms at Riverside Center 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 4th day of November, 2011, 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.

Golden Arrow Engineering, Inc.
(Firm Name - Principal)


1960 Chicago Ave Suite D-13, Riverside, CA 92507
(Business Address)

By 
(Original Signature)

PRESIDENT
(Title)

Western Surety Company
(Corporation Name - Surety)

6300 Cahoga Ave., Ste 1150W, Trillium West Towers,
Woodland Hills, CA 91367
(Business Address)

By 
(Original Signature) William Syrkin

ATTORNEY-IN-FACT

Affix Seal
If
Corporation

Affix
Corporate
Seal

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Owen Brown, Richard Adair, William Syrkin, Sergio D Bechara, Margaret Gilmore, Rebecca Haas-Bates, P. Bauer, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 17th day of March, 2011.



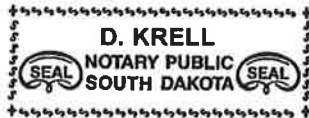
WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 17th day of March, 2011, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012



D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 4th day of November, 2011.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of Orange }

On 11/04/11 before me, A. Wilkison, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared William Syrkin
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: Bid Bond

Document Date: 11/04/2011 Number of Pages: One (1)

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: William Syrkin

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



Signer Is Representing: _____
Western Surety Company

Signer's Name: _____

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



Signer Is Representing: _____

Golden Arrow Engineering, Inc.
1960 Chicago Ave. Ste. D13
Riverside, CA 92507



Title: Dedicated Air Conditioning
for Information Technology Rooms at
Riverside Center Project

Opening Bid Time: 10:00am
Thursday, November 10, 2011

SEALED BID RECEIVED
CLERK OF THE BOARD OF SUPERVISORS

NOV 10 AM 9:43
RIVERSIDE COUNTY
CLERK OF SUPERVISORS

CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: 11/9/11

Bidder: Avi-Con, Inc. dba CA Construction

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, the General Conditions for the construction of the **Dedicated Air Conditioning for Information Technology Rooms at Riverside Center 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 11/3/11
Addendum No. 2 Date 11/7/11
Addendum No. _____ Date _____
Addendum No. _____ Date _____

For the total Base Bid Five hundred and sixty seven thousand dollars (\$ 567,000.00), including all applicable taxes, permits, and licenses.

(Add or Deduct - mark which)

Alternate 1	\$ _____	ADD _____	DEDUCT _____
Alternate 2	\$ _____	ADD _____	DEDUCT _____
Alternate 3	\$ _____	ADD _____	DEDUCT _____
Alternate 4	\$ _____	ADD _____	DEDUCT _____

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 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: Avi-Con, Inc. dba CA Construction
Type of Organization: Corporation
Signed By: 
Title of Signer: Secretary
Address of Bidder: 981 Iowa Avenue Suite A
Riverside, CA 92507
Telephone No.: 951-781-8055
Contractor's License No.: 588602
Classification: A, B, D06 Expiration Date: 6/30/12

Affix Seal
If
Corporation

LICENSURE STATEMENTS ARE MADE UNDER PENALTY OF PERJURY

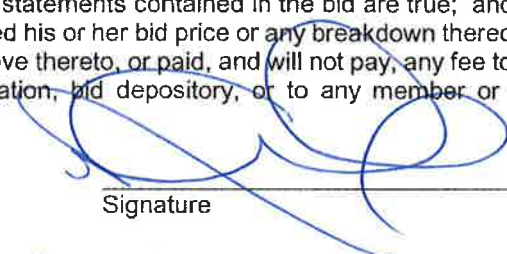
If bidder is a corporation, and signer is not President or Secretary, attach a certified copy of By-Laws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach Power of Attorney. If bidder is not an individual, list names of other persons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

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California) ss.
County of Riverside)

Naomi Avila, being first duly sworn, deposes and says:

That he or she is Vice President/CFO of Avi-Con, Inc. dba CA Construction 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 4th day of November, 2011.

(see attached)

Signature of officer administering oath

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside



On 11/4/11 before me, Stephanie D. Montague, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Naomi Avila
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 _____
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____



Signer's Name: _____

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

Signer Is Representing: _____



Bid Bond

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned AVI-CON, Inc.
dba CA Construction, as Principal; and (1), as Surety, are
hereby held and firmly bound unto the County of Riverside, hereinafter called the "Owner", in the sum of
(2) Dollars (\$ -----) 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. (1) First National Insurance Company of America (2) not to exceed ten
percent (10%) of the total bid amount

WHEREAS, the said Principal is herewith submitting its Proposal for the **Dedicated Air Conditioning for
Information Technology Rooms at Riverside Center 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 4th day of November, 2011, 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.

AVI-CON, Inc. dba CA Construction
(Firm Name - Principal)

981 Iowa Avenue, Suite A, Riverside, CA 92507
(Business Address)

By [Signature]
(Original Signature)

V.P. CEO
(Title)

First National Insurance Company of America
(Corporation Name - Surety)

790 The City Drive South, Suite 200, Orange, CA 92868
(Business Address)

By [Signature]
(Original Signature) Julia B. Gladding

ATTORNEY-IN-FACT

Affix Seal
If
Corporation

Affix
Corporate
Seal



POWER OF ATTORNEY

First National Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

KNOW ALL BY THESE PRESENTS:

No. 12417

That FIRST NATIONAL INSURANCE COMPANY OF AMERICA, a Washington corporation, does hereby appoint

*****KENNETH A. COATE; JULIA B. GLADDING; Riverside, California*****

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind FIRST NATIONAL INSURANCE COMPANY OF AMERICA thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, FIRST NATIONAL INSURANCE COMPANY OF AMERICA has executed and attested these presents

this 21st day of March 2009

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of FIRST NATIONAL INSURANCE COMPANY OF AMERICA:

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

Extract from a Resolution of the Board of Directors of
FIRST NATIONAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

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

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

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

I, Dexter R. Legg, Secretary of FIRST NATIONAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

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

this NOV 04 2011 day of



Dexter R. Legg, Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Riverside

On NOV 04 2011 before me, Stephanie D. Montague, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Julia B. Gladding
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature: [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer -- Title(s): _____

Individual

Partner -- Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer's Name: _____

Corporate Officer -- Title(s): _____

Individual

Partner -- Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On NOV 04 2011 before me, Stephanie D. Montague, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Naomi Avila
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bid Bond - County of Riverside

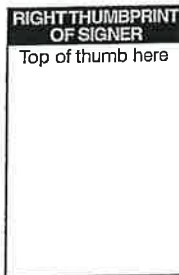
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Naomi Avila

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



Signer Is Representing: _____

AVI-CON, Inc.
dba CA Construction

Signer's Name: _____

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



Signer Is Representing: _____

AGREEMENT FORM

THIS AGREEMENT, entered into this _____ day of _____, 2011, by and between _____, hereinafter called the "Contractor", and the County of Riverside hereinafter called the "Owner".

WITNESSETH: That the parties hereto have mutually covenanted and agreed as follows:

CONTRACT: The Complete Contract includes all of the Contract Documents, to wit: The Notice Inviting Bids, the Instructions to Bidders, the Contractor's Proposal, Wage Schedule, Payment and Performance Bonds, the Plans and Specifications plus any Addenda thereto, the General Conditions, the Supplementary General Conditions, if applicable and this Agreement. All Contract Documents are intended to cooperate and be complimentary so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all Contract Documents.

STATEMENT OF WORK: The Contractor hereby agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials for the **Dedicated Air Conditioning for Information Technology Rooms at Riverside Center Project**. In strict accordance with the Plans and Specifications dated August 2011 prepared by SC Engineers, hereinafter called the "Engineer", and County of Riverside including Addenda thereto as listed in the Contractor's Proposal, all of which are made a part hereof.

TIME FOR COMPLETION: The work shall be commenced on a date to be specified in a written order of the Engineer and shall be completed within one-hundred, twenty (120) calendar days from and after said date. It is expressly agreed that except for extensions of time duly granted in the manner and for the reasons specified in the General Conditions, time shall be of the essence.

COMPENSATION TO BE PAID TO CONTRACTOR: The Owner agrees to pay and the Contractor agrees to accept in full consideration for the performance of the Contract, subject to additions and deductions as provided in the General Conditions, the sum of _____ dollars (\$) being the total of the base bid plus the following addenda: __, __, __, __. The sum is to be paid according to the schedule as provided in the General Conditions.

Pursuant to Labor Code, Section 1861, the Contractor gives the following certification: I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's 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 the work of this Contract.

IN WITNESS WHEREOF, the parties hereto on the day and year first above written have executed this agreement in four (4) counterparts.

Type of Contractor's organization: _____.

If other than individual or corporation, list names of all members who have authority to bind firm.

Firm Name: _____

Address: _____

Contractor's License No.: _____

IF OTHER THAN CORPORATION EXECUTE HERE

Signature: _____

Title: _____

IF CORPORATION, FILL OUT FOLLOWING AND EXECUTE

Name of President of Corporation: _____

Name of Secretary of Corporation: _____

Corporation is organized under the laws of State of _____

Signature: _____

Title: _____

Affix Seal
if
Corporation

Owner: COUNTY OF RIVERSIDE

Signature: _____

Title: Chairman - Board of Supervisors

Attest: Clerk - Board of Supervisors

By: _____

Title: _____

PAYMENT BOND

(Public Work - Civil Code Section 3247 et seq.)

The makers of this Bond are _____ as Principal and Original Contractor and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated _____, 2011 between Principal and County of Riverside, a public entity, as owner, for _____ dollars (\$ _____) the total amount payable. THE AMOUNT OF THIS BOND IS 100% OF SAID SUM. Said contract is for public work of: **Dedicated Air Conditioning for Information Technology Rooms at Riverside Center Project.**

The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and the requirements and conditions of this Bond are as is set forth in Sections 3248, 3249, 3250 and 3252 of said Code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said Contract.

Signed and Sealed this _____ Day of _____ 2011.

(Firm Name - Principal)

(Business Address)

Affix Seal
if
Corporation

By: _____
(Signature - Attach Notary's Acknowledgment)

(Title)

(Corporation Name - Surety)

(Business Address)

Affix
Corporate
Seal

By: _____
(Signature - Attached Notary's Acknowledgment)

ATTORNEY-IN-FACT
(Title-Attach Power of Attorney)

PERFORMANCE BOND

The makers of this Bond, _____, as Principal, and _____ as Surety, are held and firmly bound unto County of Riverside, hereinafter called the Owner, in the sum of _____ Dollars (\$ _____) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal entered into a certain contract, hereto attached, with the Owner, dated _____, 2011 for: **Dedicated Air Conditioning for Information Technology Rooms at Riverside Center Project.**

Now therefore, if the Principal shall well and truly perform and fulfill all the undertakings covenants, terms, conditions and agreements of said Contract during the original term of said Contract and any extension thereof that may be granted by the Owner, with or without notice to the Surety, and during the file of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may thereafter be made, then this obligation to be void, otherwise to remain in full force and virtue. Without notice, Surety consents to extension of time for performance, change in requirements, change in compensation or prepayment under said Contract.

Signed and Sealed this _____ Day of _____, 2011.

(Firm Name - Principal)

(Business Address)

Affix Seal
if
Corporation

By: _____
(Signature - Attach Notary's Acknowledgment)

(Title)

(Corporation Name - Surety)

(Business Address)

Affix
Corporate
Seal

By: _____
(Signature - Attach Notary's Acknowledgment)

ATTORNEY-IN-FACT
(Title-Attach Power of Attorney)

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

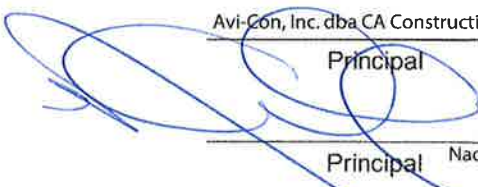
Labor Code Section 3700

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.



Avi-Con, Inc. dba CA Construction
Principal

Principal Naomi Avila

Vice President/CFO

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.)

Avi-Con, Inc. dba CA Construction
991 Iowa Ave. Suite A
Riverside, CA 92507

County of Riverside
Clerk of the Board
4090 Lemon Street
Riverside, CA 92501

Project: Dedicated A/C for IT Rooms at Riverside Centre
Project No: 41090740000174

SEALED BID RECEIVED
CLERK OF THE BOARD OF SUPERVISORS

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS

NOV 10 AM 9:56