

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

901



**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
March, 17, 2011

**SUBJECT:** Rubidoux Fleet Services Solar Shade Structure Energy Project – Re-advertise for Bids

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Reject all bids, approve the revised plans and specifications for the Rubidoux Fleet Services Solar Shade Structure Energy Project, and authorize the Clerk of the Board to re-advertise for bids;
2. Upon completion of the bid process, authorize the Assistant County Executive Officer/EDA to determine award of the project and authorize the Chairman of the Board to execute the agreement with the lowest responsive and responsible bidder in accordance with Board Policy B-11; and
3. Delegate project management authority for this project to the Assistant County Executive Officer/EDA in accordance with Board policies.

**BACKGROUND:** (Commences on Page 2)

*Lisa Brandl for*  
\_\_\_\_\_  
Robert Field  
Assistant County Executive Officer/EDA  
By Lisa Brandl, Managing Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

**COMPANION ITEM ON BOARD OF DIRECTORS AGENDA:** No

<b>SOURCE OF FUNDS:</b> Energy Efficient Conservation Block Grant - American Recovery and Reinvestment Act	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE  
*Jennifer L. Sargent*  
BY: \_\_\_\_\_  
Jennifer L. Sargent

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Buster, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley  
Nays: None  
Absent: Tavaglione  
Date: March 29, 2011  
xc: EDA, COB: 15

Kecia Harper-Ihem  
Clerk of the Board  
By: *Kecia Harper-Ihem*  
Deputy

FORM APPROVED COUNTY COUNSEL  
BY: *Marshall Victor* 5/10/11 DATE  
MARSHAL L. VICTOR  
Departmental Concurrence

Dep't Recomm.:  Consent  Policy  Policy  
Per Exec. Ofc.:  Consent  Policy

**BACKGROUND:**

On July 27, 2010, the Board of Supervisors approved the plans and specifications, total project budget in the amount of \$1,435,608, and authorized the Clerk of the Board to advertise for bids for the Rubidoux Fleet Services Solar Shade Structure Energy Project. On August 12, 2010, 18 contractors attended a mandatory job walk. On August 31, 2010, the bids were opened and Petersen Dean was determined to be the lowest responsive bidder.

On September 9, 2010, Petersen Dean notified the Economic Development Agency (EDA) of their intention to withdraw their bid based on a clerical error. EDA and County Counsel have reviewed and accepted Petersen Dean's bid withdrawal. Of the remaining two bids, one was deemed non-responsive by County Counsel and the other bid was over the estimated construction budget. EDA requested the Board of Supervisors to reject the remaining bid and authorize the Clerk of the Board to re-advertise for bid using the same plans and specifications originally approved by the Board of Supervisors.

On January 12, 2011, bids from the second "bidder's conference" were opened and Bestek Engineering, Inc., was the apparent low bidder. However, due to Bestek Engineering, Inc.'s bid documents being incomplete, Bestek Engineering, Inc., was deemed non-responsive by County Counsel. S.H.E. Engineering & Construction Group were the second lowest bid, and were found to be in appropriate form by County Counsel.

On February 4, 2011, we received notification from County Counsel that due to the two bid protests and other issues with the bid documents, they recommend revising the bid documents and re-advertising for bid. EDA has reviewed the recommendations, and is in full agreement. EDA is proceeding accordingly.

**FINANCIAL IMPACT:**

All costs associated with this project will be funded by the Energy Efficient Conservation Block Grant through American Recovery and Reinvestment Act, thus no net county cost will be incurred as a result of this action.



# MEMORANDUM

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RIVERSIDE COUNTY COUNSEL

**CONFIDENTIAL**  
**ATTORNEY-CLIENT PRIVILEGE**

DATE: September 16, 2011

TO: Jane Jennings  
Clerk of the Board

FROM: Marsha L. Victor  
Principal Deputy

RE: Bids for Rubidoux Fleet Services Solar Project

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The five low 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 AAA Solar appears to be in appropriate form and would constitute a proper basis for award of a contract.

All documents submitted are returned herewith.

MLV  
cc: Bruce Norris, EDA

## Bid Summary

TO:	Pamela J. Walls County Counsel	PROJECT:	Rubidoux Fleet Services Solar Project
FROM:	Jane Jennings 955-8042 Clerk of the Board	BID DATE:	09/14/11
Project Mgr:	Bruce Norris (951) 955-0353 EDA	BID TIME:	2:00 p.m.
		ITEM/DATE:	#3.12 of 3/29/11

**(PLEASE REFER ALL QUESTIONS TO THE PROJECT MANAGER)**

### CONTRACTORS

### BID AMOUNT

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AAA Solar Electric, Inc.  
1182 N. Knollwood Circle  
Anaheim, CA 92801  
(714) 484-2711

Total Base Bid: \$ 458,969.20  
Alternate #1: \$ 849,194.54

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Solex Electronics, Inc.  
dba Solex Energies  
19481 Harborgate Way  
Torrance, CA 90501  
(310) 856-3698

Total Base Bid: \$ 588,000.00  
Alternate #1: \$ 578,000.00

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Bestek Engineering, Inc.  
895 S. Crenshaw Blvd.  
Los Angeles, CA 90005  
(323) 879-9051

Total Base Bid: \$ 629,050.00  
Alternate #1: \$ 668,250.00

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Champion Electric Inc.  
3950 Garner Road  
Riverside, CA 92501  
(951) 276-9619

Total Base Bid: \$ 647,000.00  
Alternate #1: \$ 632,000.00

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Stronghold Engineering, Inc.  
2000 Market St.  
Riverside, CA 92501  
(951) 684-9303

Total Base Bid: \$ 683,127.00  
Alternate #1: \$ 610,000.00

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R.I.S. Electrical Contractors, Inc.  
7330 Sycamore Canyon Blvd. Ste #1  
Riverside, CA 92508  
(951)-653-2611

Total Base Bid: \$ 692,000.00  
Alternate #1: \$ 615,000.00

**CONTRACTORS**

**BID AMOUNT**

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S.H.E. Engineering & Construction Group 18645 Sherman Way, Ste. 101 Reseda, CA 91335 (818) 996-2159	Total Base Bid: \$ 694,000.00 Alternate #1: \$ 705,000.00
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Fast-Track Construction Corp. 5857 Uplander Way Culver City, CA 90230 (310) 215-3099	Total Base Bid: \$ 899,000.00 Alternate #1: \$ 1,695,000.00
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Horizons Construction Co. Int'l, Inc. 1173 N. Patt St. Anaheim, CA 92801 (714) 626-0000	Total Base Bid: \$ 849,000.00 Alternate #1: \$ 628,000.00
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Broughton Construction, Inc. 10722 Arrow Rte #810 Rancho Cucamonga, CA 91739 (909) 481-6135	Total Base Bid: \$ 868,000.00 Alternate #1: \$ 713,675.00
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Riverside Construction Company, Inc. P.O. Box 1146 Riverside, CA 92502 (951) 682-8308	Total Base Bid: \$ 922,000.00 Alternate #1: \$ 848,000.00
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Mel Smith Electric, Inc. 10950 Dale Street Stanton, CA 90680 (714) 761-3205	Total Base Bid: \$ 993,600.00 Alternate #1: \$ 992,400.00
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## Company Profile

# ULLICO CASUALTY COMPANY

1625 EYE STREET NW, 5TH FLOOR

WASHINGTON, DC 20006

### Former Names for Company

**Old Name:** ULICO CASUALTY COMPANY

**Effective Date:** 08-26-2008

### Agent for Service of Process

NANCY FLORES, C/O CT CORPORATION SYSTEM 818 WEST SEVENTH STREET LOS ANGELES, CA 90017

Unable to Locate the Agent for Service of Process?

### Reference Information

NAIC #:	37893
NAIC Group #:	0781
California Company ID #:	3198-9
Date authorized in California:	February 02, 1989
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	DELAWARE

### Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

AUTOMOBILE  
 BOILER AND MACHINERY  
 BURGLARY  
 DISABILITY  
 FIRE  
 LIABILITY  
 MARINE  
 MISCELLANEOUS  
 PLATE GLASS  
 SPRINKLER  
 SURETY

TEAM AND VEHICLE  
WORKERS' COMPENSATION

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## **Company Complaint Information**

[Company Enforcement Action Documents](#)  
[Company Performance & Comparison Data](#)  
[Composite Complaint Studies](#)

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## **Want More?**

[Help Me Find a Company Representative in My Area](#)

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Last Revised - May 26, 2011 01:14 PM  
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# **PROPOSAL**

## **RUBIDOUX FLEET SERVICES**

### **SOLAR SYSTEM UPGRADE**

**Bid Date: September 13, 2011**

**SUBMIT TO**

**RIVERSIDE COUNTY ADMINISTRATION CENTER**  
**Clerk of the Board of Supervisors, 1<sup>st</sup> Floor**  
4080 Lemon Street  
Riverside, CA 92501

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**AAA Solar Electric, Inc.**

1182 North Knollwood Circle • Anaheim, CA 92801  
714.484.2711 Phone • 714.484.2994 Fax • [www.aaaSolarElectric.com](http://www.aaaSolarElectric.com)  
Contractor License #938689, Class B, C-7, C-10

COMMERCIAL • RESIDENTIAL • GOVERNMENT • PPA PROJECTS  
Service • Engineering • Project Management • Installation • Consulting Member of CALSEIA, NABCEP, SEPA & BIA

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# INTRODUCTION LETTER



September 13, 2011

**RIVERSIDE COUNTY ADMINISTRATION CENTER**

Clerk of the Board of Supervisors, 1<sup>st</sup> Floor  
4080 Lemon Street  
Riverside, CA 92501

RE: Rubidoux Fleet Services Solar System Upgrade

Dear Sir or Madame:

Thank you for the opportunity to provide our cost proposals for the above stated project

AAA Solar Electric, Inc is a bonded and licensed (B, C46, C7 & C10) electrical contractor and an active member of CALSEIA, NABCEP, and SEPA & BIA. AAA has been providing Solar Renewable and Electrical services to the K-12 Public Schools and Public Works Sector over the past 16 years and has a solid track record.

Our services include:

- Renewable solar energy systems design and installation
- Electrical systems design, wiring and installation
- Structured cabling, networking and integration

AAA understands the public works requirements such as Prevailing Wages, Certified Payrolls, Apprenticeship Programs, labor audit procedures and other regulations, expectation and requirements in providing services to the Local Government Authorities and K-12 school districts... we are confident our team will successfully complete the project within the specified time frame at the clients' satisfaction level.

In submitting this proposal AAA Solar Electric, Inc. has acknowledged and agreed the terms within bid package

We thank you again for the opportunity to bid on the Rubidoux Fleet Services Solar System Upgrade and look forward to serving as the solar contractor to you and the County of Riverside.

Sincerely,

*David Ngo*

David Ngo  
Tel: (714) 484-2711  
Email: [dngo@aaasolarelectric.com](mailto:dngo@aaasolarelectric.com)

# **CONTRACTOR'S PROPOSAL**

**CONTRACTOR'S PROPOSAL**

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: 9/13/11

Bidder: AAA Solar Electric, 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 Rubidoux Fleet Services Shade Structure Solar System, 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 9/8/11

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

The total Base Bid in the amount of,  
Four Hundred Fifty-Eight Thousand Nine Hundred Sixty-Nine and 20/100 dollars (\$ 458,969.20 ),  
Including all applicable taxes, permits, licenses,

Eight Hundred Forty-Nine Thousand One	
Alternate 1 - <u>Hundred Ninety-Four and 54/100 Dollars</u> :	\$ <u>849,194.54</u>
Alternate 2 - <u>N/A</u> :	\$ _____
Alternate 3 - <u>N/A</u> :	\$ _____

**Note:** There is **NO** Course of Construction Insurance included in the bid.

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

**AWARD OF CONTRACT**

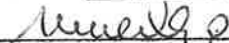
The undersigned fully understands that a Contract is formed upon the acceptance of this Proposal by the Owner and the undersigned further agrees that upon request he will promptly execute and deliver to Owner a written memorial of the Contract together with the required Payment and Performance Bonds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

Type of Organization: Corporation

Signed By:  Nhue (David) Ngo

Title of Signer: Secretary

Affix Seal

Address of Bidder: 1182 N. Knollwood Circle

If

Anaheim, CA 92801

Corporation

Telephone No.: 714-484-2711

Contractor's License No.: 938689

Classification: B,C7,C10 Expiration Date: 10/31/11

**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



**Bid Bond**

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned AAA Solar Electric, Inc. as Principal; and Ullico Casualty 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% ) 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 Rubidoux Fleet Service Solar System Upgrade  
Project Number: FM06720000029 20110029

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 1st day of September, 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.

AAA Solar Electric, Inc.  
(Firm Name - Principal)  
1182 N. Knollwood Circle, Anaheim, CA 92801

(Business Address)  
By [Signature]  
(Original Signature)

Secretary  
(Title)

Ullico Casualty Company  
(Corporation Name - Surety)  
2600 W. Olive Ave. Fl. 5, Burbank, CA 91505

(Business Address)  
By [Signature]  
(Original Signature)

Cynthia J. Young, Attorney-in-Fact

Affix Seal  
If  
Corporation

Affix  
Corporate  
Seal

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

State of California }  
County of San Bernardino } ss.

On September 1, 2011 before me, Pamela McCarthy, Notary Public  
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Cynthia J. Young  
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.

*Pamela McCarthy*  
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**

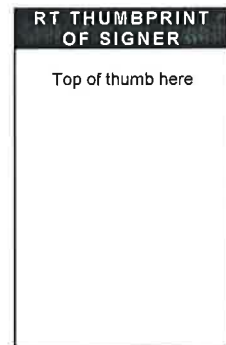
Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**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:  
\_\_\_\_\_





ULLICO Casualty Company  
1625 Eye Street, N.W. Washington D.C. 20006  
Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **ULLICO CASUALTY COMPANY** (the Company), a corporation organized and existing under the laws of the State of Delaware, does hereby constitute and appoint: Jay P. Freeman, Pamela McCarthy, Cynthia J. Young, Laurie B. Druck, Rachelle C. Rheault and Jeri Apodaca of **Alliant Insurance Services, Inc.**

Its true and lawful Attorney (s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$5,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of ULLICO Casualty Company at a meeting duly called the 15th day of July, 2009.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, **ULLICO CASUALTY COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized office this July 16<sup>th</sup>, 2009.



Daniel Aronowitz  
President ULLICO Casualty Company, a Delaware Corporation.

On this 16th day of July 2009, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **ULLICO CASUALTY COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public

CATHERINE M. O'BRIEN  
NOTARY PUBLIC STATE OF MARYLAND  
MONTGOMERY COUNTY  
MY COMMISSION EXPIRES JANUARY 21, 2012  
CERTIFICATE

I, Teresa E. Valentine, Senior Vice President, General Counsel and Secretary of ULLICO Casualty Company, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 15<sup>th</sup> day of September, 2011 are true and correct and are still in full force and effect. I do further certify that that Daniel Aronowitz, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of ULLICO Casualty Company,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 15<sup>th</sup> day of September, 2011.

Teresa E. Valentine  
Senior Vice President, General Counsel & Secretary  
ULLICO Casualty Company

# DESIGNATION OF SUBCONTRACTORS





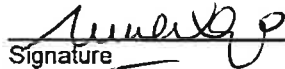
# **NONCOLLUSION AFFIDAVIT**

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

State of California ) ss.  
County of Riverside )

Nhue (David) Ngo, being first duly sworn, deposes and says:

That he or ~~she~~ is Secretary of AAA Solar Electric, 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 13<sup>th</sup> day of SEPTEMBER, 2011.

  
Signature of officer administering oath



**CONTRACTOR'S LICENSE, INSURANCE  
CERTIFICATE & OTHER SUPPORTING  
DOCUMENTATION**





**SOLAR**  
electric<sup>INC</sup>

www.aaaSolarElectric.com  
1182 N. Knollwood Circle • Anaheim, CA 92801  
714.507.8280 T • 714.921.8633 F

## Contractors' License

	State Of California		
	<b>CONTRACTORS STATE LICENSE BOARD</b>		
	<b>ACTIVE LICENSE</b>		
License Number	<b>938689</b>	Entity	<b>CORP</b>
Business Name	<b>A A A SOLAR ELECTRIC INC</b>		
Class	<b>BC-7 C10</b>		
Expiration Date	<b>10/31/2011</b>		



# Commercial Certificate of Insurance



**FARMERS**

Agency • FARMERS INSURANCE  
 Name • THERESA NGUYEN  
 & • 4419 EUCLID AVE # 103  
 Address • SAN DIEGO, CA 92115/619-528-8055

Issue Date (MM/DD/YY) 03/17/11

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies shown below.

St. \_\_\_\_\_ Dist. \_\_\_\_\_ Agent \_\_\_\_\_

**Companies Providing Coverage:**

Insured  
 Name • AAA SOLAR ELECTRIC INC  
 & • 1182 N KNOLLWOOD CIRCLE  
 Address • ANAHEIM, CA 92843  
 • LIC # 938689

Company A Truck Insurance Exchange  
 Letter  
 Company B Farmers Insurance Exchange  
 Letter  
 Company C Mid-Century Insurance Company  
 Letter  
 Company D \_\_\_\_\_  
 Letter

**Coverages**

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

Co. Ltr.	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits
A	General Liability Commercial General Liability - Occurrence Version Contractual - Incidental Only Owners & Contractors Prot.	604856484	10/14/10	10/14/11	General Aggregate \$ 4,000,000 Products-Comp/OPS Aggregate \$ 2,000,000 Personal & Advertising Injury Each Occurrence \$ 2,000,000 Fire Damage (Any one fire) \$ 75,000 Medical Expense (Any one person) \$ 5,000
A	Automobile Liability All Owned Commercial Autos Scheduled Autos Hired Autos Non-Owned Autos Garage Liability	604684832	10/04/10	10/04/11	Combined Single Limit \$ 1,000,000 Bodily Injury (Per person) \$ Bodily Injury (Per accident) \$ Property Damage \$ Garage Aggregate \$
	Umbrella Liability				Limit \$
A	Workers' Compensation and Employers' Liability	A09248619	10/14/10	10/14/11	Statutory Each Accident \$ 1,000,000 Disease - Each Employee \$ 1,000,000 Disease - Policy Limit \$ 1,000,000

**Description of Operations/Vehicles/Restrictions/Special items:**

The City of San Mateo, its elected and appointed officials, employees and agents are named as additional insured.

**Certificate Holder**

Name •  
 & •  
 Address •

**Cancellation**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative 

## **NICK WATSON**

### **Sr. PROJECT MANAGER**

Highly motivated, versatile, and results driven with over 12 years experience in the solar industry. Solar & Electrical contractor with a proven track record of timely delivery and quality results with over 500 residential grid connected installations, and 13 commercial installations ranging from 100kwdc to 850kwdc.

Project management and engineering of large scale high profile projects include: Wal-Mart, Kohl's, Walgreens, US Cold Storage, Sam's Club, Lance Kashian Land Development, Town & County Supermarkets.

### **PROFESSIONAL EXPERIENCE**

#### **AAA Solar Electric, Inc / 1998-Present**

Operations Manager and Sr. Project Manager

- Expanded the company into 4 different cities, and serviced at least 4 other cities via short travel
- Hired project managers, sales managers and other office personnel
- Developed processes to improve efficiency, and complete the necessary workflow
- Analyzed reports from the installation department, sales department, and monthly financial statements  
Complete site evaluations, design systems, order materials, scheduling installations, and managing the installations from the design stage to final operation  
Guaranteed projects were started on time, maintained a tight schedule, and were completed on or before the anticipated deadline
- Provided notification to the customer of the anticipated scheduled start date
- Communicated the project schedule with the sales team, management, and with the installation crews
- Scheduled all subcontractors and rental equipment necessary to complete the installation
- Frequently visited the job sites to ensure safe practices were followed, proper installation techniques were used, and the project was completed to the highest construction standards
- Upon the completion of the project, gathered all commissioning checklists, along with all system documentation, and created a report including all expenses of the project, any concerns or questions during the installation, an evaluation of the installation based on quality of work and timeliness of completion, and compiled the data to create a report card for the project
- Present project reports during weekly meetings with the installers for improvement of installations.
- Compiled all data and present monthly reports to management by the 10th of the following month
- Created training programs, and scheduled safety programs

### **CERTIFICATIONS**

NABCEP Certified (PV), 2006,  
SunPower System Design, 2007 & SunPower Installation, 2007,  
CA C-46 (Solar) Contractor's License, 2007  
C10 (Electrical) Contractor's License, 2009,  
BP Solar Certified Installer 2010.

### **ADDITIONAL SKILLS**

Excellent communications skills, professional presentation, strong leadership qualities, ability to motivate others, and exceptional problem solver



Recertification Certificate  
Number R093006-32  
Valid for three years from  
the date of October 30, 2009.

# The North American Board of Certified Energy Practitioners

*does hereby certify that*

**Nicholas Watson**



Has satisfied the requirements and standards for Recertification as a  
Solar PV Installer in credentials established by the NABCEP Board of Directors.

Ezra Auerbach

Board Chair

RE-CERTIFIED

**SUNPOWER**

# Certificate Of Completion

This is to certify that

*Nick Watson*

Has successfully completed the

**SunPower System Design Training Course**

Mark Mrohs  
Manager of Training

May 9, 2007  
Date

This course is approved for NABCEP Continuing Education Credits (2 hrs. NEC / 10 hrs. Task Analysis)

**SUNPOWER**

# Certificate Of Completion

This is to certify that

*Nick Watson*

Has successfully completed the

**SunPower Installation Training Course**

Mark Mrohs  
Manager of Training

May 11, 2007  
Date

This course is approved for NABCEP Continuing Education Credits (2 hrs. NEC /10 hrs. Task Analysis)

MULTI-CONTACT USA

**Multi-Contact**



# Certificate of Achievement

*This acknowledges that*

*of*

*Has successfully completed the Multi-Contact®  
certification process for the proper installation of  
the "Plug-n-Play" photovoltaic connector system.*

Nick Watson

*Recipient Signature*

08/17/2010

*Date*

*Cecelia Thompson*

*Authorized Signature*

08/17/2010

*Date*

## GREG LINDNER

### PROJECT MANAGER QUALIFICATIONS

#### SUMMARY OF QUALIFICATIONS

- 10 years of proven experience in commercial solar system installation and integration
- 11 years in construction and landscaping industry – Contracting Management
- 2011-OSHA 30 “Competent Person” Certification
- 2011-CPR Certification
- 2011-Fall Arrest “Competent Person” Certification
- Trained and certified by various Solar Manufacturers as System Designer and Installer
- Familiar with public sector regulations & requirements, Local – NEC Codes
- Successfully completed multiple major commercial projects in the range of 100 KWs – 500 KWs

#### PROFESSIONAL EXPERIENCE

##### AAA Solar Electric, Inc / 2011 – Present

Project Manager

##### Sungevity, Inc / 2010 - 2011

Project Manager & Market Developer

##### REC Solar, Inc / 2005 - 2009

Operations Manager - Project Manager - Market Developer

##### Sharpe Renewable Solar Systems, Inc / 2002 - 2005

Installer & Foreman

##### Lindner Landscape Design and Installation / 1990 - 2002

Self employed - provide graphic design, construction and landscaping services

#### EDUCATION & CERTIFICATIONS

Bachelor of Art in Physical Education

Certificate of Completion in Graphic Design

Certified as solar system installer and designer by: SunPower, BP Solar, REC, SunTech, Motech, Sanyo, Sharp, SMA, PVPower, Satcon, Evergreen and SolarWorld ...

#### ADDITIONAL SKILLS

Excellent communications skills - Professional presentation - Strong leadership qualities - Ability to motivate others - Exceptional problem solver.

Practical knowledge in Oracle Enterprise Software, Solmetric Tool & desktop software, Microsoft Project, Outlook, Excel, Visio, Word, Everest Distribution Management software, DynaScape Landscape management software.





[www.aaaSolarElectric.com](http://www.aaaSolarElectric.com)  
1182 N. Knollwood Circle • Anaheim, CA 92801  
714.507.8280 T • 714.921.8633 F  
SPIN Number 143033956

## **Cynthia Trinh**

Project Coordinator

### **Skills & Qualifications:**

I have worked for AAA Solar Electric - Public Works Sector Division over the past 13 years starting as project coordinator and promoted to project manager, my experience/strength locate in the project coordination / management and estimating. I am familiar with the requirements in performing work with the K-12 School Projects such as prevailing wages, certified payrolls, inspection procedures, housekeeping & safety regulations, CAL OSHA regulations and local codes ...

My daily duties at AAA are involved with assisting the upper management team to prepare/review and negotiate contracts, project estimating, managing, performing quality control, purchasing materials, renting equipment, directing sub-contractors, arranging housing and services for the needs of the project, liaison between the office and the work crews to make sure all needs are cared for ...

### **Certifications:**

C-7 Contractors' License Qualifier.

Trained and certified by various Solar and Telecommunication manufactures such as: REC, SolarWorld, SunTech, Motech, BP Solar, Sanyo, EcoSolargy, Satcon, Enphase, SMA, AMP Act 1/2/3, Lucent Technology, Commscope/Uniprise, Ortronics/Berktek, Seimon, Krone/Belden, General Cable, Panduit, Leviton, ICC, Mohawk Cable, Hitachi Cable, Avaya (Cajun Network Switches and Wireless Access Servers Equipment), and Nortel Networks...

### **Projects coordinated & completed:**

Fresno Unified School District, Salinas City Elementary School District, Buena Park School District, Lynwood Unified School District, Huntington Beach Union High School District, West Sacramento Unified School District, and San Francisco Unified School District, UC Berkeley, UCLA, CSU San Bernardino, OC Court Houses, Fullerton Community College, Los Angeles Unified School District, San Diego Unified School District, Vista Unified School District, Live Oak School District, Fillmore School District, El Centro Elementary School District, Brawley Elementary School District, City of Los Angeles, City of Mission Viejo, City of Orange, City of El Centro ...



[www.aaaSolarElectric.com](http://www.aaaSolarElectric.com)

1182 N. Knollwood Circle • Anaheim, CA 92801  
714.484.2711 T • 714.484.2994 F

## **David Ngo**

Sr. Vice President / General Manager

### **Skills & Qualifications:**

16 years of experience working as a Solar & Electrical Contractor providing services to the Public Works Sector. Extensive knowledge with the Local Government and K-12 School requirements such as rules, regulations, local codes, prevailing wages & certified payroll record requirements, inspection procedures, NEC Codes, CAL-OSHA requirements, job-safety working and house-keeping requirements in the educational environment...

My experience ranges from project management, estimating/sales/marketing, hiring & training employees, customer service and problem solving....

### **Certifications:**

C-10 Contractors' License Holder

Trained and certified by various Solar and Telecommunication manufactures such as: REC, SolarWorld, SunTech, Motech, BP Solar, Sanyo, EcoSolargy, Satcon, Enphase, SMA, AMP Act 1/2/3, Lucent Technology, Commscope/Uniprise, Ortronics/Berktek, Seimon, Krone/Belden, General Cable, Panduit, Leviton, ICC, Mohawk Cable, Hitachi Cable, Avaya (Cajun Network Switches and Wireless Access Servers Equipment), and Nortel Networks...

### **Projects successfully managed & completed:**

City of Mission Viejo, City of Los Angeles, City of Santa Ana, City of Orange, Live Oak School District, Fillmore Unified School District, West Sacramento City USD, Salinas City Elementary Unified School District, Los Angeles Unified School District, Fresno USD, Tulare UHSD, Buena Park SD, Westminster SD, Huntington Beach UHSD, Garden Grove SD, El Monte SD, El Centro ESD, Brawley ESD, Brawley JUHSD, Sacramento SD, Corcoran USD, San Francisco SD, Salinas SD, CSU San Bernadino, CSU Bakersfield, UC Berkeley, UCLA, El Camino College, Fullerton Community College, LA Community College... San Diego Police Station, Santa Ana Police Station, INS Office in Laguna City, IRS Offices, Santa Ana Court Houses, Whittier Correctional Facilities, EDD Offices and all DMV Offices in Southern California ...

Little Company of Marry Services Hospital - Bay Harbor Hospital (18 locations), Long Beach Memorial Hospital, Saddle Back Community Hospital, Fountain Valley hospital, Talbert Medical Centers, Mullikins Medical Centers, Med-Partners Health Care Group, Drummond Medical Center, Various Health care Facilities, Various groups of Escrow Companies ...



[www.aaaSolarElectric.com](http://www.aaaSolarElectric.com)

1182 N. Knollwood Circle • Anaheim, CA 92801  
714.484.2711 Phone • 714.484.2994 Fax

## REFERENCES

Below is a partial list of clients we have supported over the past years

### K – 12 SCHOOL PROJECTS

Fillmore Unified School District  
Live Oak School District  
Fresno Unified School District  
Los Angeles Unified School District  
Buena Park Unified School District  
Lynwood Unified School District  
Rowland Unified School District  
Westminster Unified School District  
Huntington Beach Union H.S. District  
Garden Grove Unified School District  
Modesto Unified School District  
Sierra Sands Unified School District  
Grossmont Union High School District  
San Diego Unified School District  
Tulare Joint Union High School District  
Corcoran Unified School District  
Sacramento Unified School District  
San Francisco Unified School District  
Brawley Elementary School District  
El Monte Elementary School District  
Bonita Unified School District  
Elk Hill Unified School District  
Salinas City Elementary School District  
El Centro Elementary School District  
Brawley Union High School District  
San Bruno Unified School District  
Los Angeles County Office of Education  
Kern County Superintendent of Schools  
Campbell Hall (K-12 Private School)  
Paramount Unified School District  
Imperial County Office of Education

### COLLEGES & UNIVERSITIES PROJECTS

Los Angeles Community College  
El Camino College  
UCLA  
University of California Berkeley  
Cal State University of San Bernardino  
Cal State University of Bakersfield

### HEALTH CARE INDUSTRY PROJECTS

Long Beach Memorial Hospital  
Saddleback Memorial Hospital  
Fountain Valley Hospital  
Bay Harbor Hospital  
Big Bear Lake Community Hospital  
Children Hospital of Orange County  
Gateway Medical Centers  
Talbert Medical Centers  
Mullikin Medical Centers  
Drummond Medical Centers  
Palm Desert Medical Centers  
Friendly Hills Medical Centers  
Med-Partners, Inc  
Pathway Medical Centers

### STATE & FEDERAL FUNDED PROJECTS

Caltrans  
City of Mission Viejo  
City of Orange  
City of Los Angeles  
County of Santa Clara  
County of Orange  
County of Eldorado  
Whittier Public Library  
Whittier Correctional Facility  
Johnwayne International Airport  
San Diego Police Department  
Orange County Court Houses  
INS Department  
Internal Revenue Service – Oregon  
Internal Revenue Service – Florida  
Department of Motor Vehicle

### OTHERS...

Rose Hill Memorial Park  
Orange County Register Newspaper  
Rose Hill Memorial Park  
Avaya/Lucent Technology  
Walgreen Stores



4. Project Name: Photovoltaic Renewable System Installation  
Location: 4810 E. Kings Canyon, Fresno, CA  
Owner: **Walgreens Store**  
Owner Contact: Richard Watson (661) 979.2453  
Architect or Engineer: Design Built  
Architect or Engineer Contact: Design Built  
Construction Manager: Richard Watson (661) 979.2453  
Description of Project: Installation of PV systems at multiple locations (95 KWs Total)  
Initial Contract Value: \$587,000  
Final Cost of Construction: \$587,000  
Original Scheduled Completion Date: 12/21/2009  
Time Extension Granted (# Days): N/A  
Actual Date Completion: 12/15/2009
5. Project Name: Photovoltaic System Installation  
Location: 9400 Rosedale Highway, Bakersfield, CA  
Owner: **Kohl's Department Store**  
Owner Contact: Jason Stevens  
Architect or Engineer: Design Built  
Architect or Engineer Contact: Design Built  
Construction Manager – G.C.: Sharpe Solar Energy Systems, Inc Richard Watson (661) 979-2453  
Description of Project: Installation of 400 KWs rooftop system – Turnkey solution  
Initial Contract Value: \$2,600,000  
Final Cost of Construction: \$2,600,000  
Original Scheduled Completion Date: 05/06/2009  
Time Extension Granted (# Days): N/A  
Actual Date Completion: 04/14/2009
6. Project Name: Photovoltaic System Installation  
Location: 3699 West Shaw, Fresno, Bakersfield, CA  
Owner: **Kohl's Department Store**  
Owner Contact: Jason Stevens  
Architect or Engineer: N/A Design Built  
Architect or Engineer Contact: Design Built  
Construction Manager – G.C.: Sharpe Solar Energy Systems, Inc – Richard Watson (661) 979-2453  
Description of Project: Installation of 365 KWs rooftop system – Turnkey solution  
Initial Contract Value: \$2,058,000  
Final Cost of Construction: \$2,058,000  
Original Scheduled Completion Date: 11/05/2008  
Time Extension Granted (# Days): N/A  
Actual Date Completion: 11/05/2008

## California Certification Report

**1430743 - AAA SOLAR ELECTRIC INC - MB**

Legal Business Name	AAA SOLAR ELECTRIC INC		
Doing Business As	AAA SOLAR ELECTRIC INC		
Address	1182 N KNOLLWOOD CIR	Phone	(714) 484-2711
	ANAHEIM, CA 92801	FAX	(714) 484-2994
Email	<a href="mailto:dngo@aaasolarelectric.com">dngo@aaasolarelectric.com</a>		
Web Page			
Active Certifications	SB (micro) Feb 7, 2011 - Feb 28, 2013		
Business Types	Construction;		
Classifications	[721515] Electrical system services		
Keywords	SOLAR, CABLING, PHOTOVOLTAIC, FIBER OPTIC CABLING, VOICE CABLING, DATA CABLING, LAN CABLING		



Motech-Americas  
231 Lake Drive  
Newark, DE, 19702  
USA

March 3<sup>rd</sup> 2011

Mr. N. Watson  
AAA Solar Electric  
1182 N. Knollwood Circle  
Anaheim, CA 92801

Dear Sirs,

This letter confirms understanding that AAA Solar Electric, of Anaheim, California is an authorized dealer of Delaware based, solar panel manufacturer Motech America.

AAA Solar may, on behalf of its solar project installations, procure solar modules directly from Motech, including modules that comply fully with AARA/ Buy American rules.

High quality modules have been in production at Motech's Delaware site for over two decades. Modules supplied by Motech and installed per installation guidelines as warranted for 25 years.

Regards,

A handwritten signature in blue ink, appearing to read "Richard Bennett", is written over a light blue horizontal line.

Richard Bennett  
Director N. American Modules Sales  
Tel 925 200 2792  
e-mail: [Richard\\_bennett@motech-americas.com](mailto:Richard_bennett@motech-americas.com)



**MADE IN THE USA**

**IM60 Series**

**IM72 Series**

Modules manufactured at MOTECH Americas qualify under the Buy American Act of the federal American Recovery and Reinvestment Act (ARRA). All of our modules are UL certified and CEC listed for use across North America and our in-house test labs are certified by Intertek. Our solar experts are trained in Six Sigma manufacturing and have been producing world-class quality modules in Newark, Delaware since 1998.



231 Lake Drive, Newark, Delaware 19702 U.S.A.  
302-451-7500 | [modules@motech-americas.com](mailto:modules@motech-americas.com)



**MOTECH**  
AMERICAS

**MOTECH Americas U.C. is a division of**  
**MOTECH Industries Inc.**



[www.aaaSolarElectric.com](http://www.aaaSolarElectric.com)

1182 N. Knollwood Circle • Anaheim, CA 92801  
714.484.2711 Tel • 714.484.2994 Fax

**RIVERSIDE COUNTY ADMINISTRATION**  
Clerk of the Board of Supervisors, 1<sup>st</sup> Floor  
4080 Lemon Street, Reiverside, CA 92501  
Bakersfield, CA 93301

**RE: Rubidoux Fleet Services Solar System Upgrade**

**DUE: Wednesday, September 14, 2011 @ 2:00 PM**

**“SEALED BID DO NOT OPEN”**



Express

Page 1 of 1

Ship Date: 13SEP11  
Act/Wgt: 1.0 LB  
CAD: 102149256/NET3180

FedEx Business

Origin ID: FULLA  
From: (714) 484-2711  
Keith Hppard  
1182 N. Knollwood Circle  
Anaheim, CA 92801



J11201105280225

BILL SENDER  
SHIP TO: (951) 955-0353  
Clerk of the Board of Supervisor  
COUNTY OF RIVERSIDE  
4080 LEMON ST, 10<sup>th</sup> Floor  
RIVERSIDE, CA 92501



Delivery Address Bar Code

Ref #  
Invoice #  
PO #  
Dept #

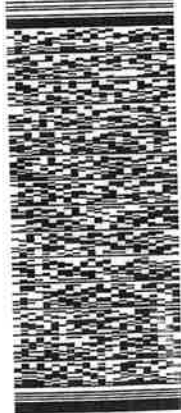
Bid Proposal

WED - 14 SEP A1  
PRIORITY OVERNIGHT

TRK# 7975 1389 3542  
I201

92501  
CA US  
ONT

WM ONTA



KT 719 3 C  
09 14

OPP

Sender: Please seal before shipping.

Press here to seal. Press here to seal. Press here to seal.

Sealed Bid - Rubidoux Fleet Services - Solar System Upgrade  
Due Date - 09/14/11 @ 2PM

**CONTRACTOR'S PROPOSAL**

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: 9/14/11

Bidder: Solex Electronics, Inc. dba Solex Energies

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 Rubidoux Fleet Services Shade Structure Solar System, 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 9/9/11

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

The total Base Bid in the amount of,

Five hundred eighty eight thousand and 00/100 dollars (\$ 588,000.00 ),

(APP)

Alternate 1 - Five hundred seventy eight thousand and 00/100 \$ 578,000.00

Alternate 2 - \_\_\_\_\_ \$ \_\_\_\_\_

Alternate 3 - \_\_\_\_\_ \$ \_\_\_\_\_

Note: There is **NO** Course of Construction Insurance included in the bid.

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 Base Bid. 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: Solex Electronics, Inc. dba Solex Energies  
Type of Organization: Contractor  
Signed By: \_\_\_\_\_  
Title of Signer: President Affix Seal  
Address of Bidder: 19481 Harborgate Way If  
Torrance, CA 90501 Corporation  
\_\_\_\_\_  
Telephone No.: 310-856-3698  
Contractor's License No.: 898681  
Classification: B, C-10, C-46 Expiration Date: 12/11

**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.



2379186

ENDORSED - FILED  
in the office of the Secretary of State  
of the State of California

FEB 04 2002

BILL JONES, Secretary of State

## ARTICLES OF INCORPORATION

### I

The name of this corporation is **SOLEX ELECTRONICS, INC.**

### II

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the **GENERAL CORPORATION LAW** of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

### III

The name and address in the State of California of this corporation's initial agent for service of process is:

**CATHERINE WU  
19481 HARBOR GATEWAY  
TORRANCE, CALIFORNIA 90501**

### IV

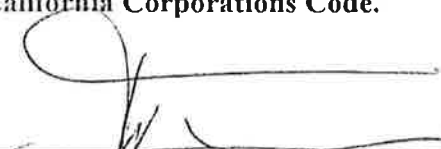
This corporation is authorized to issue only one class of shares of stock; designated "common stock"; and the total number of shares which this corporation is authorized to issue is: 100,000.

### V

The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

The corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) for breach of duty to the corporation and shareholders through bylaw provisions or through agreements with the agents, or both, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code, subject to the limits on such excess indemnification set forth in Section 204 of the California Corporations Code.

Dated: January 31, 2002

  
Saeed Yousefian, Incorporator



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

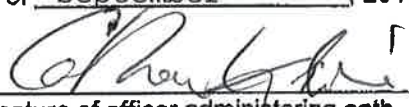
State of California ) ss.  
County of Riverside )

Saeedyousefan, being first duly sworn, deposes and says:  
Solex Electronics, Inc.

That he or she is president of dba Solex Energies  
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 13th day of September, 2011.

  
\_\_\_\_\_  
Signature of officer administering oath



0000311

11-24

CASHIER'S CHECK

0031106193

Office AU #

1210(8)

Operator I.D.: cu014062

September 14, 2011

PAY TO THE ORDER OF \*\*\*THE COUNTY OF RIVERSIDE\*\*\*  
\*\*\*RE: FLEET SVC SOLAR FM06720000029\*\*\*

\*\*\*Sixty-four thousand one hundred dollars and no cents\*\*\*

\*\*\*\$64,100.00\*\*

WELLS FARGO BANK, N.A.  
1403 SARTORI AVE  
TORRANCE, CA 90501  
FOR INQUIRIES CALL (480) 394-3122

For Solex Energies

⑈00311061

10% Bid Security  
BY Bid Bond AND  
CASHIER'S CHECK.

Check is in  
the safe at  
the COB  
office. 88  
5-8097

VOID IF OVER US \$ 64,100.00  
AUTHORIZED SIGNATURE

Bid date 9/14/11

Bruce Norris, PM 5-0353

Rubidoux Fleet Solar Project

**Bid Bond**

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned Solex Energies, as Principal; and Platte River Insurance Company, as Surety, are hereby held and firmly bound unto the County of Riverside, hereinafter called the "Owner", in the sum of \*\*\*Fifty Two Thousand Five Hundred\*\*\* Dollars (\$ 52,500.00 ) 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 Fleet Services Solar System Upgrade FM0672000029

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 13th day of September, 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.

Solex Energies

(Firm Name - Principal)

19481 Harbor Gate Way Torrance CA 90501

(Business Address)

Affix Seal  
If  
Corporation

By [Signature]

(Original Signature)

President

(Title)

Platte River Insurance Company

(Corporation Name - Surety)

2121 N. California Blvd., #300, Walnut Creek, CA 94596

(Business Address)

By Cynthia D. Bell

(Original Signature) Cynthia D. Bell, Attorney-in-fact

Affix  
Corporate  
Seal

PLATTE RIVER INSURANCE COMPANY  
POWER OF ATTORNEY

41232492

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----BRADLEY A PEARCE; CYNTHIA D BELL-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$250,000.00-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

“RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the Corporation; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2007.

Attest:

PLATTE RIVER INSURANCE COMPANY

*David F. Pauly*

David F. Pauly  
Chairman & CEO



*James J. McIntyre*

James J. McIntyre  
President

STATE OF WISCONSIN }  
COUNTY OF DANE } s.s.:

On the 1st day of January, 2007 before me personally came James J. McIntyre, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Dane, State of Wisconsin; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; 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 corporation and that he signed his name thereto by like order.



*Daniel W. Krueger*

Daniel W. Krueger  
Notary Public, Dane Co., WI  
My Commission Is Permanent

STATE OF WISCONSIN }  
COUNTY OF DANE } s.s.:

CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 13th day of September, 2011.



*Alan S. Ogilvie*

Alan S. Ogilvie  
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

**ALL-PURPOSE ACKNOWLEDGEMENT**

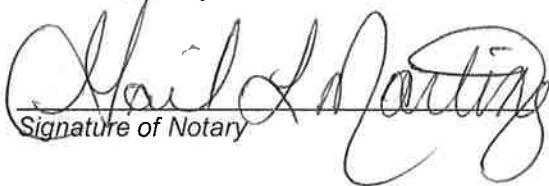
State of Nevada

County of Washoe

On September 13, 2011 before me, Gail L. Martinez  
(Notary)  
Notary Public, personally appeared Cynthia D. Bell  
*Name(s) of Document Signer(s)*

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

WITNESS my hand and official seal

  
*Signature of Notary*



*(Affix seal in the above blank space)*

For Reference Until Contract Awarded  
**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 Rubidoux Fleet Services Solar Project. In strict accordance with the Plans and Specifications dated July 2010 prepared by MRC Engineering, Inc. herein after called the "Architect", 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 Architect and shall be completed within One Hundred Fifty (150) 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: \_\_\_\_\_

For Reference Until Contract Awarded

**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: **Rubidoux Fleet Services Solar Shade 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)

By: \_\_\_\_\_  
(Signature - Attach Notary's Acknowledgment)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Corporation Name - Surety)

\_\_\_\_\_  
(Business Address)

By: \_\_\_\_\_  
(Signature - Attached Notary's Acknowledgment )

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

Affix Seal  
if  
Corporation

Affix  
Corporate  
Seal

For Reference Until Contract Awarded

**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 Rubidoux Fleet Services Solar Shade 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)

By: \_\_\_\_\_  
(Signature - Attach Notary's Acknowledgment)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Corporation Name - Surety)

\_\_\_\_\_  
(Business Address)

By: \_\_\_\_\_  
(Signature - Attach Notary's Acknowledgment)

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

Affix Seal  
if  
Corporation

Affix  
Corporate  
Seal

For Reference Until Contract Awarded

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

**Labor Code Section 3700**

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

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

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

---

Principal

---

Principal

---

Title

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



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

RECEIVED RIVERSIDE COUNTY  
CLERK / BOARD OF SUPERVISORS  
2011 SEP 14 PM 3:25



19481 Harborgate Way  
Torrance, CA 90501

US DEPT OF ENERGY'S SOLAR PROJECT  
RUBIDOUX FLEET SERVICES SOLAR SYSTEM UPGRADE

RIVERSIDE CITY ADMIN CTR  
C/O CLERK OF THE BOARD  
4080 LEMON ST  
RIVERSIDE, CA 92501



BID TIME 9/14 e 2:00P. SHARP

CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: 09/14/2011

Bidder: Bestek 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 Rubidoux Fleet Services Shade Structure Solar System, 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 9/8/2011

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

The total Base Bid in the amount of, Six Hundred Twenty Nine thousand thirty only dollars (\$ 629,050.<sup>00</sup>),  
Including all applicable taxes, permits, licenses,

Alternate 1 - Six Hundred sixty eight thousand two hundred fifty only. \$ 668,250.<sup>00</sup>

Alternate 2 - \_\_\_\_\_; \$ \_\_\_\_\_

Alternate 3 - \_\_\_\_\_; \$ \_\_\_\_\_

**Note:** There is NO Course of Construction Insurance included in the bid.

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 Base Bid. 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: Bestek Engineering Inc.  
Type of Organization: Corporation  
Signed By: Ch. Tung  
Title of Signer: President  
Address of Bidder: 195 Clemshaw Blvd  
Los Angeles CA 90045

Affix Seal  
If  
Corporation

Telephone No.: (323) 879 9051  
Contractor's License No.: A, B, C-10, C-20: 79 ALK54  
Classification: A, B, C-10, C-20 Expiration Date: 09/30/2011

**LICENSURE STATEMENTS ARE MADE UNDER PENALTY OF PERJURY**

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

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

State of California ) ss.  
County of Riverside )

Choo H. Jung, being first duly sworn, deposes and says:

That he or she is Secretary of Bestek 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]  
Signature

Subscribed and sworn to before me this 13th day of September, 2011.

[Signature]  
Signature of officer administering oath



**Bid Bond**

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned Bestek Engineering, Inc.  
as Principal; and \*SEE #1 BELOW\* as Surety, are  
hereby held and firmly bound unto the County of Riverside, hereinafter called the "Owner", in the sum of  
**TEN PERCENT OF THE AMOUNT OF 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  
US Dept. of Energy's Solar Projects - Rubidoux Fleet Services  
Solar System Upgrade

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 September, 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.

Bestek Engineering, Inc.  
(Firm Name - Principal)  
895 Crenshaw Blvd., Los Angeles, CA 90005  
(Business Address)

By [Signature]  
(Original Signature)

Choo H. Jung - President  
(Title)  
International Fidelity Insurance Company  
(Corporation Name - Surety)

233 Wilshire Blvd., #820, Santa Monica, CA 90401  
(Business Address)

By [Signature]  
(Original Signature) **Ryan S. Mantle**  
**Attorney in Fact**

Affix Seal  
If  
Corporation

Affix  
Corporate  
Seal

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Orange

On 9-8-2011 before me, Mary Martignoni - Notary Public

personally appeared Ryan S. Mantle



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 Mary Martignoni  
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: Ryan S. Mantle

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



Signer Is Representing: International Fidelity Insurance Company

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

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



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

# POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR  
NEWARK, NEW JERSEY 07102-5207

**KNOW ALL MEN BY THESE PRESENTS:** That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

**LES M. MANTLE, RYAN S. MANTLE**

Fullerton, CA.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

**INTERNATIONAL FIDELITY INSURANCE COMPANY**

STATE OF NEW JERSEY  
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Nov. 21, 2010

### CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this **8th** day of **September, 2011**

Assistant Secretary



DATE: September 8, 2011  
PROJECT: Riverside Fleet Services Center – Solar Project  
PROJECT NO.: FM06720000029

**ADDENDUM: NUMBER ONE**

I. INSTRUCTIONS:

- a. This supplement to the bid package shall be 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 **NUMBER ONE** on the Contractor's Proposal.

II. PURPOSE OF ADDENDUM:

- a. The purpose of this addendum is to provide all bidders who attended the mandatory bidder's conference held on August 25, 2011 with additional information to be included in the bids.
- b. And to respond to all questions and/or comments that had been verbally raised during the bidder's conference and to all pre-bid submitted RFI's prior to Wednesday, August 31, 2011.
- c. And to provide all bidders who attended the mandatory bidder's conference held on August 25, 2011 with notice of the extension of the bid date. **The bid date is hereby extended to Wednesday, September 14, 2011.** The bids shall be delivered to the Clerk of the Board of Supervisors on the 1<sup>st</sup> floor of the County Administrative Center, 4080 Lemon Street, Riverside, CA 92501 no later than 14:00 hrs (2:00 PM).

III. CHANGES AND CLARIFICATIONS:

- a. The County provides the following responses to questions received during the bidding process:

**RFI #1:**

**Q:** Would copies of the sign in sheet to the mandatory bidder's conference be distributed to all bidding contractors for reference?

**A:** Yes, copies were available at the end of the conference.

Bestek Engineering, Inc.  
895 Crenshaw Blvd.  
Los Angeles, CA 90005

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

RECEIVED RIVERSIDE COUNTY  
CLERK / BOARD OF SUPERVISORS

2011 SEP 14 PM 1:25

FREE SERVICE SOLAR SYSTEM

FM 06720000029

**CONTRACTOR'S PROPOSAL**

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: September 14, 2011

Bidder: Champion Electric 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 Rubidoux Fleet Services Shade Structure Solar System, 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 09/08/2011  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

The total Base Bid in the amount of,

Six-Hundred Forty-Seven Thousand dollars (\$ 647,000.00)  
Including all applicable taxes, permits, licenses,

Alternate 1 - Six-Hundred Thirty-Two Thousand \$ 632,000.00  
Alternate 2 - \_\_\_\_\_ : \$ \_\_\_\_\_  
Alternate 3 - \_\_\_\_\_ : \$ \_\_\_\_\_

**Note:** There is **NO** Course of Construction Insurance included in the bid.

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 Base Bid. 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: Champion Electric Inc.

Type of Organization: Corporation

Signed By: 

Title of Signer: Randall C. Robison, Senior Estimator

Address of Bidder: 3950 Garner Road

Riverside, CA 92501

Telephone No.: 951-276-9619

Contractor's License No.: 743774

Classification: B/C-10 Expiration Date: 1/31/2012

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.

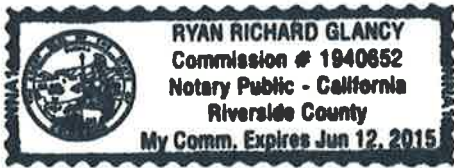


# CALIFORNIA JURAT

State of California

County of Riverside

Subscribed and sworn to (~~or affirmed~~) before me on this 14th day of September,  
2011, by Randall C. Robison, proved to me on the basis of  
satisfactory evidence to be the person(s) who appeared before me.



(Notary Seal)

Signature of Notary Public

See attached Document

---

## 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 THE ATTACHED DOCUMENT
Non-Collusion Affidavit
(Title or description of attached document)
Bid – Rubidoux Solar Project
(Title or description of attached document continued)
Number of Pages _____ Document Date _____
<i>Acknowledgement void if detached from original document</i>
(Additional information)



**Bid Bond**

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned Champion Electric Inc., as Principal; and Safeco 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 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 United States Department of Energy's Solar Projects  
Rubidoux Fleet Services Solar System Upgrade

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 SEPTEMBER, 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.

Champion Electric Inc.  
(Firm Name - Principal)

3950 Garner Road, Riverside, CA 92501  
(Business Address)

By [Signature]  
(Original Signature)

Affix Seal  
If  
Corporation

Randall C. Robison, Senior Estimator  
(Title)

SAFECO INSURANCE COMPANY OF AMERICA  
(Corporation Name - Surety)

333 CITY BLVD WEST STE 300, ORANGE, CA 92868  
(Business Address)

By [Signature]  
(Original Signature)

Affix  
Corporate  
Seal

JEREMY PENDERGAST, ATTORNEY-IN-FACT

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGEMENT

State of California

County of Riverside

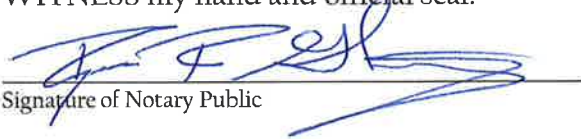
On 09/08/2011 before me, Ryan Richard Glancy "Notary Public",

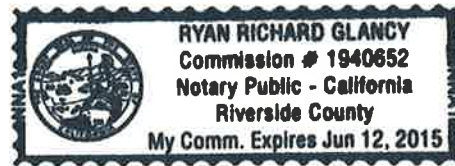
personally appeared Randall C. Robison,

who proved to me 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 of Notary Public



## ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Bid Bond
(Title or description of attached document)
Bid – Rubidoux Solar Project
(Title or description of attached document continued)
Number of Pages _____ Document Date _____
<i>Acknowledgement void if detached from original document</i>
(Additional information)

CAPACITY CLAIMED BY THE SIGNER	
<input type="checkbox"/> Individual(s)	
<input type="checkbox"/> Corporate Officer	
	(Title)
<input type="checkbox"/> Partners(s)	
<input type="checkbox"/> Attorney-in-Fact	
<input type="checkbox"/> Trustee(s)	
<input type="checkbox"/> Other _____	

### INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of RIVERSIDE

On 9/8/11 before me, R. NAPPI "NOTARY PUBLIC",  
(Here insert name and title of the officer)

personally appeared JEREMY PENDERGAST

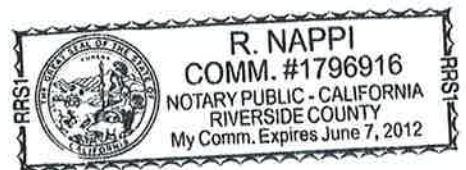
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument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

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

WITNESS my hand and official seal.

R. Nappi  
 Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_  
 (Title or description of attached document)

\_\_\_\_\_  
 (Title or description of attached document continued)

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

\_\_\_\_\_  
 (Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

\_\_\_\_\_  
 (Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

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.

SAFECO INSURANCE COMPANY OF AMERICA
SEATTLE, WASHINGTON
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Safeco 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 ROSEMARY NAPPI, JEREMY PENDERGAST, MICHAEL D. STONG, 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 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 - Officers: Section 12. Power of Attorney.

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, David M. Carey, Assistant Secretary of Safeco 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 Safeco Insurance Company of America has been affixed thereto in Plymouth Meeting, Pennsylvania this 24th day of May 2011.



SAFECO INSURANCE COMPANY OF AMERICA

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

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 24th day of May, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Safeco 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 Safeco Insurance Company of America thereto with the authority and at the direction of said corporation.

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



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

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Vice President of Safeco 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 Officer 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 Safeco 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 Safeco 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 8th day of September, 2011.



By Gregory W. Davenport
Gregory W. Davenport, Vice President

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.

**CORPORATE RESOLUTION**

BE IT RESOLVED that Randall C. Robison, Senior Estimator of Champion Electric, Inc. is hereby authorized to sign on behalf of and bind the corporation.

I, Thomas G. Rowden, Corporate Secretary of Champion Electric incorporated under the laws of the State of California, hereby certify that the foregoing is a true copy of a resolution duly adopted by the Board of Directors of said corporation at a meeting duly held the 14th day of September, 2011, at which a quorum was present and voting, and that the same has not been replaced or amended, and remains in full force and effect and does not conflict with the by-laws of said corporation.

(CORPORATE SEAL)

Date: September 14, 2011

Signature:   
Thomas G. Rowden, Corporate Secretary

State of California  
County of Riverside

Subscribed and sworn to (~~or affirmed~~) before me on this 14th day of September, 2011, by Thomas G. Rowden, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

  
Signature of Notary Public



(Notary Seal)



3950 Garner Road, Riverside, CA 92501  
(951) 276-9619 (951) 276-1460 fax  
License No. 744374 Class: B/C-10

**Bid Package for:**  
**Rubidoux Fleet Services**  
**Solar System Upgrade**  
**US Department of Energy's Solar Projects**  
County of Riverside  
4080 Lemon St. Riverside, CA 92501  
**September 14, 2011 2:00pm**

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

---

RECEIVED RIVERSIDE COUNTY  
CLERK / BOARD OF SUPERVISORS

2011 SEP 14 PM 2:40

CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: 09.14.11

Bidder: Stronghold 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 Rubidoux Fleet Services Shade Structure Solar System, 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. 01 Date 09.08.11

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

The total Base Bid in the amount of, Six hundred eighty seven thousand one hundred dollars (\$ 683,127.00),  
Including all applicable taxes, permits, licenses, twenty seven dollars

Alternate 1 - Six hundred ten thousand dollars \$ 610,000.00

Alternate 2 - \_\_\_\_\_ \$ N/A

Alternate 3 - \_\_\_\_\_ \$ N/A

Note: There is **NO** Course of Construction Insurance included in the bid.

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 Base Bid. 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: Stronghold Engineering Inc  
Type of Organization: Corporation  
Signed By: \_\_\_\_\_  
Title of Signer: Charles R. Gossage, Executive Vice President  
Address of Bidder: 2000 Market Street  
Riverside CA 92501  
\_\_\_\_\_  
Telephone No.: (951) 684.9303  
Contractor's License No.: 787490  
Classification: A/B/C-10 Expiration Date: 11.30.12

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.

Resolution of Board of Directors

**Whereas, at a duly executed meeting of the Board of Directors of Stronghold Engineering Inc. existing under the laws of the State of California, where a quorum was present, did adopt the following.**

**IT WAS RESOLVED THAT:**

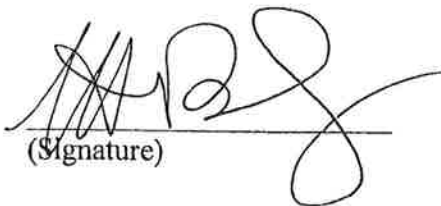
1. The following individual is authorized as appointed to bind the Corporation in all matters relating to the said Corporation.

Chuck Gossage: Executive Vice President

2. Any one director or officer of the Corporation is authorized to sign all documents and perform such acts as may be necessary or desirable to give effect to the above resolutions.
3. The Secretary of the Corporation is directed to update the minute book of the Corporation, as appropriate.
4. The resolutions have been legally adopted by the director.

Dated in the State of California on January 3, 2011.

Scott Bailey, Secretary

  
\_\_\_\_\_  
(Signature)

See Attached Notary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Riverside }

On January 3, 2011 before me, Patricia McNicholas  
Date Here Insert Name and Title of the Officer

personally appeared Scott Bailey  
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 Patricia McNicholas  
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: Resolution of Board of Directors

Document Date: January 3, 2011 Number of Pages: 1

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: \_\_\_\_\_




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

State of California ) ss.  
County of Riverside )

Charles R. Gossage, being first duly sworn, deposes and says:

That he or she is Executive Vice President of Stronhold 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 Charles R. Gossage, Executive Vice President

Subscribed and sworn to before me this 14 day of September, 2011.



  
\_\_\_\_\_  
Signature of officer administering oath

**Bid Bond**

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned Stronghold Engineering Incorporated, as Principal; and Safeco 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 the Total Amount Bid Dollars (\$ 10% ) for the payment of such sum, well and truly to be made, do hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the said Principal is herewith submitting its Proposal for the US DEPARTMENT of ENERGY - SOLAR PROJECTS / Fleet Services Solar System Upgrade - FM0672000029

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 31st day of August, 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.

Stronghold Engineering Incorporated  
(Firm Name - Principal)

2000 Market Street, Riverside, CA 92501  
(Business Address)

By [Signature]  
(Original Signature)

Charles R. Gossage, Executive Vice President  
(Title)

Safeco Insurance Company of America  
(Corporation Name - Surety)

330 N. Brand Blvd, Ste 950, Glendale, CA 91203  
(Business Address)

By [Signature]  
(Original Signature)

Jennifer L. Cox, Attorney-in-Fact

Affix Seal  
If  
Corporation

Affix  
Corporate  
Seal

POWER OF ATTORNEY

No. 9979

KNOW ALL BY THESE PRESENTS:

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

GERRIT E. BROUWER; JEFFREY W. CAVIGNAC; JENNIFER L. COX; JAMES P. SCHABARUM, II; JANIS THEODORE; San Diego, California

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

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

this 23rd day of June, 2010

Dexter R. Legg

TAMIKOLAJEWSKI

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

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

Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business...

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

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

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

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

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

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

this 31st day of August, 2011



Dexter R. Legg

Dexter R. Legg, Secretary

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of San Diego

On August 31, 2011 before me, J. E. Theodore, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Jennifer L. Cox  
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/~~the~~ 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 J. E. Theodore  
Signature of Notary Public

## OPTIONAL

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

### Description of Attached Document

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

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

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

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

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

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



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

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

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



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



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California        }  
  }  
County of Riverside        }

On September 14, 2011 before me, Marilyn Rainwater, Notary Public,  
personally appeared Charles R. Gossage -----

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 he executed the same in his authorized capacity, and that by his/her/their signatures 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.



Place Notary Seal Above

Signature Marilyn Rainwater  
Signature of Notary Public

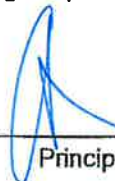
**CONTRACTOR'S CERTIFICATE  
REGARDING WORKERS' COMPENSATION**

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

Charles R Gossage  
Principal

Executive Vice 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.)

DATE: September 8, 2011  
PROJECT: Riverside Fleet Services Center – Solar Project  
PROJECT NO.: FM06720000029

**ADDENDUM: NUMBER ONE**

I. INSTRUCTIONS:

- a. This supplement to the bid package shall be 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 **NUMBER ONE** on the Contractor's Proposal.

II. PURPOSE OF ADDENDUM:

- a. The purpose of this addendum is to provide all bidders who attended the mandatory bidder's conference held on August 25, 2011 with additional information to be included in the bids.
- b. And to respond to all questions and/or comments that had been verbally raised during the bidder's conference and to all pre-bid submitted RFI's prior to Wednesday, August 31, 2011.
- c. And to provide all bidders who attended the mandatory bidder's conference held on August 25, 2011 with notice of the extension of the bid date. **The bid date is hereby extended to Wednesday, September 14, 2011.** The bids shall be delivered to the Clerk of the Board of Supervisors on the 1<sup>st</sup> floor of the County Administrative Center, 4080 Lemon Street, Riverside, CA 92501 no later than 14:00 hrs (2:00 PM).

III. CHANGES AND CLARIFICATIONS:

- a. The County provides the following responses to questions received during the bidding process:

**RFI #1:**

**Q:** Would copies of the sign in sheet to the mandatory bidder's conference be distributed to all bidding contractors for reference?

**A:** **Yes, copies were available at the end of the conference.**

09.08.11

Charles R. Gossage, Executive Vice President

**STRONGHOLD ENGINEERING INC.  
2000 MARKET STREET  
RIVERSIDE, CA 92501**

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

**RECEIVED RIVERSIDE COUNTY  
CLERK / BOARD OF SUPERVISORS  
2011 SEP 14 PM 3:48**

**County of Riverside Administration Center  
4080 Lemon Street  
Riverside, CA 92501**

**US DEPT OF ENERGY SOLAR PROJECTS RUBIDOUX FLEET SERVICES  
SOLAR SYSTEM UPGRADE  
PRICE PROPOSAL ENCLOSED  
SEPTEMBER 14, (WEDNESDAY), 2:00 P.M.**

**CONTRACTOR'S PROPOSAL**

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: 9/7/11

Bidder: R.I.S. Electrical Contractors, 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 Rubidoux Fleet Services Shade Structure Solar System, 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 9-8-11

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

The total Base Bid in the amount of, SIX HUNDRED NINETY TWO THOUSAND DOLLARS dollars (\$ 692,000<sup>00</sup>),  
Including all applicable taxes, permits, licenses,

Alternate 1 - ADD - SIX HUNDRED FIFTEEN THOUSAND DOLLARS \$ 615,000<sup>00</sup>

Alternate 2 - N/A : \$ N/A

Alternate 3 - N/A : \$ N/A

**Note:** There is NO Course of Construction Insurance included in the bid.

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 Base Bid. 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: R.I.S. Electrical Contractors, Inc.

Type of Organization: Corporation

Signed By:  Robert M. Hayes

Title of Signer: President

Address of Bidder: 7330 Sycamore Canyon Blvd St#1  
Riverside, CA 92508

Affix Seal  
If  
Corporation

Telephone No.: 951-653-2611

Contractor's License No.: 712468

Classification: B, C-10 Expiration Date: 9/30/13

**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.

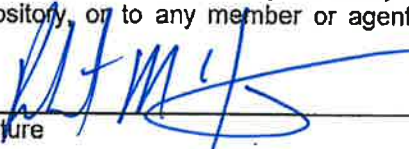


**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND  
SUBMITTED WITH BID**


State of California ) ss.  
County of Riverside )

Robert M. Hayes, being first duly sworn, deposes and says:

That he or she is President of R.I.S. Electrical Contractors, 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 7th day of September, 2011.

  
\_\_\_\_\_  
Signature of officer administering oath



**Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned R.I.S. Electrical Contractors, Inc., as Principal; and Fidelity and Deposit Company of Maryland, 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 County of Riverside Fleet Service/Shade Structure Solar 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 September, 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.

R.I.S. Electrical Contractors, Inc.  
(Firm Name - Principal)

7330 Sycamore Canyon Blvd. #1, Riverside, CA 92508  
(Business Address)

By [Signature]  
(Original Signature)

\_\_\_\_\_  
(Title)

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

777 South Figueroa Street, Suite 3900  
Los Angeles, CA 90017  
(Business Address)

By [Signature]  
(Original Signature) Dwight Reilly, Attorney-in-Fact

Affix Seal  
If  
Corporation

Affix  
Corporate  
Seal

**ACKNOWLEDGMENT**

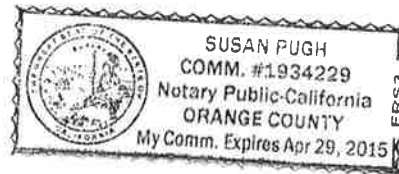
State of California  
County of Orange )

On September 8, 2011 before me, Susan Pugh, Notary Public  
(insert name and title of the officer)

personally appeared Dwight Reilly  
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 *Susan Pugh* (Seal)  
Susan Pugh

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

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Daniel HUCKABAY, Dwight REILLY, Allison RITTO and Arturo AYALA, all of Orange, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: ~~any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.~~ This power of attorney revokes that issued on behalf of Daniel HUCKABAY, Arturo AYALA, dated July 19, 2007.

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

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 28th day of January, A.D. 2011.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Eric D. Barnes*

Eric D. Barnes      Assistant Secretary

*Theodore G. Martinez*

By: Theodore G. Martinez

State of Maryland }  
City of Baltimore } ss:

On this 28th day of January, A.D. 2011, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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



*Maria D. Adamski*

Maria D. Adamski      Notary Public  
My Commission Expires: July 8, 2015

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

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

### CERTIFICATE

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

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

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

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

this 8th day of September, 2011.



*Assistant Secretary*



**R.I.S. ELECTRICAL CONTRACTORS, INC.**  
7330 Sycamore Canyon Blvd., Suite 1  
Riverside, California 92508  
(951) 653-2611 • Fax (951) 653-5611

County of Riverside Fleet Services  
Shade Structure Solar Project  
Bid Date: 9/14/11 Bid Time: 2:00pm

RECEIVED RIVERSIDE COUNTY  
CLERK / BOARD OF SUPERVISORS

2011 SEP 14 PM 1:30

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

**CONTRACTOR'S PROPOSAL**

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: 9/14/2011

Bidder: S.H.E. ENGINEERING & CONSTRUCTION GROUP, 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 Rubidoux Fleet Services Shade Structure Solar System, 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. NUMBER ONE Date SEPT. 8, 2011

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

The total Base Bid in the amount of, SIX ~~694,000~~ hundred ninety four thousand dollars (\$ 694,000 ),  
Including all applicable taxes, permits, licenses,

Alternate 1 - Seven ~~hundred thousand~~ and five thousand \$ 705,000  
Alternate 2 - \_\_\_\_\_ : \$ \_\_\_\_\_  
Alternate 3 - \_\_\_\_\_ : \$ \_\_\_\_\_

**Note:** There is **NO** Course of Construction Insurance included in the bid.

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 Base Bid. 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: S.H.E. ENGINEERING & CONSTRUCTION GROUP, INC.

Type of Organization: CORPORATION

Signed By: DAVID SHEETRI

Title of Signer: PRESIDENT

Address of Bidder: 18645 SHERMAN WAY, SUITE 101  
RESEDA, CA 91335

Telephone No.: 818.996.2159

Contractor's License No.: 837212

Classification: A, B, C10, C16, C46 Expiration Date: 4/30/2012



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**

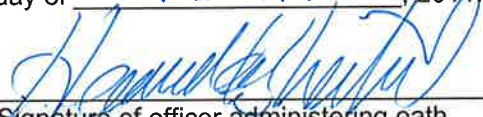
State of California ) ss.  
County of Riverside )

DAVID SHEETRI, being first duly sworn, deposes and says:

That he or she is PRESIDENT of S.H.E. ENGINEERING & CONSTRUCTION GROUP, 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 8th day of SEPTEMBER, 2011

  
\_\_\_\_\_  
Signature of officer administering oath



**Bid Bond**

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned S.H.E. Engineering & Construction Group, Inc., as Principal; and The Hanover Insurance Company, as Surety, are hereby held and firmly bound unto the County of Riverside, hereinafter called the "Owner", in the sum of (10%) Ten percent of bid amount Dollars (\$ 10.0% 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 County of Riverside Fleet Service Shade Structure Solar 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 1st day of September, 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.

S.H.E. Engineering & Construction Group, Inc.  
(Firm Name - Principal)  
18645 Sherman Way, Ste. 101, Reseda, CA 91335  
(Business Address)  
By [Signature]  
(Original Signature) DAVID SHEETRIE  
PRESIDENT  
(Title)

The Hanover Insurance Company  
(Corporation Name - Surety)  
440 Lincoln Street, Worcester, MA 01653  
(Business Address)  
By [Signature]  
(Original Signature) Stephanie Hoang, Attorney-in-Fact



Affix Seal  
If  
Corporation

Affix  
Corporate  
Seal

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange }

On 9/1/11 before me, Irene Luong, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Stephanie Hoang  
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 [Handwritten Signature]  
Signature of Notary Public

## OPTIONAL

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

### Description of Attached Document

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

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

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

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

Signer's Name: Stephanie Hoang

- 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: \_\_\_\_\_

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

**Mark Richardson, Shawn Blume, Eric Lowey, Stephanie Hoang and/or Jennifer Grenrod**

of **Costa Mesa, 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 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 two Vice Presidents, this **25th** day of **August 2011**.



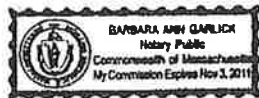
THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

*Robert Thomas*  
Robert Thomas, Vice President

*Mark Fitzgerald*  
Mark Fitzgerald, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this **25th** day of **August 2011**, before me came the above named Vice Presidents 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*  
Barbara A. Garlick, Notary Public  
My Commission Expires November 3, 2011

I, the undersigned 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 thereof, granted and executed by the President or any Vice President in conjunction with any 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 **1st** day of **September 20 11**.

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

*Glenn Margosian*  
Glenn Margosian, Vice President

**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.

DAVID SHEETRI

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.)



**S.H.E. ENGINEERING &  
CONSTRUCTION GROUP, INC.  
18645 Sherman Way , Suite 101  
Reseda, CA 91335**

**U.S. Department of Energy's  
Solar Projects  
Rubidoux Fleet Services  
Solar System Upgrade  
Bid Date: Sept.14,2011  
@ 2:00 PM**

**CONTRACTOR'S PROPOSAL**

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: 9/9/11

Bidder: Fast-Track Construction Corporation

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 Rubidoux Fleet Services Shade Structure Solar System, 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 (ONE) Date 9/8/11  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

The total Base Bid in the amount of, EIGHT HUNDRED NINETY-NINE THOUSAND & 00/100 dollars (\$ 899,000<sup>00</sup>),  
Including all applicable taxes, permits, licenses,

ONE MILLION SIX HUNDRED  
Alternate 1 - NINETY-FIVE THOUSAND DOLLARS \$ 1,695,000<sup>00</sup>  
Alternate 2 - \_\_\_\_\_ \$ \_\_\_\_\_  
Alternate 3 - \_\_\_\_\_ \$ \_\_\_\_\_

Note: There is NO Course of Construction Insurance included in the bid.

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 Base Bid. 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: Fast-Track Construction Corp.  
Type of Organization: Corporation  
Signed By: Richard Tyler  
Title of Signer: Richard Tyler, C.O.O.  
Address of Bidder: 5857 Uplander Way  
Culver City, CA 90230  
Telephone No.: (310) 215-3099  
Contractor's License No.: 674880  
Classification: B Expiration Date: 7/31/13

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.

*See attached*

**ACTION BY UNANIMOUS WRITTEN CONSENT  
OF THE  
BOARD OF DIRECTORS  
OF  
FAST-TRACK CONSTRUCTION CORPORATION  
a California corporation**

The undersigned, being all of the directors of Fast-Track Construction Corporation, a California corporation (the "Corporation"), hereby unanimously adopt the following recitals and resolutions pursuant to the terms of the Bylaws of this Corporation and of the California Corporations Code, effective as of the date of the last signature hereon:

**Election/Confirmation of Officers**

**BE IT RESOLVED**, that the following persons are hereby elected and confirmed as the officers of this Corporation:

Randy L. Tyler	Chief Executive Officer and Secretary
Angela P. Grant	President and Chief Financial Officer
Richard Tyler	Chief Operating Officer
Shiva Ramakrishnan	Vice president

**RESOLVED FURTHER**, that any other persons claiming to be executive officers of this Corporation are hereby removed, effective immediately.

**Ratification of Past Actions**

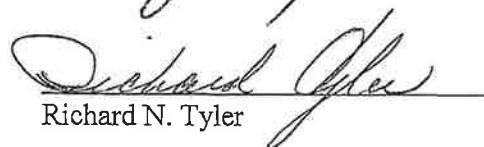
**BE IT RESOLVED**, that the undersigned directors ratify and confirm all actions heretofore taken by the Board of Directors of this Corporation reflected on the books and records of this Corporation (whether or not adopted by the Board consisting of only one member), and adopt such actions as the acts and deeds of this Corporation.

**IN WITNESS WHEREOF**, the undersigned, being 100% of the Directors of this Corporation, have executed this Action by Unanimous Written Consent as of the day and year set forth next to their signatures, below.

Dated: April 29, 2011

  
Randy L. Tyler

Dated: April 29, 2011

  
Richard N. Tyler

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

State of California ) ss.  
County of Riverside )

Richard Tyler

, being first duly sworn, deposes and says:

That he or she is C.O.O. of Fast-Track Construction Corporation  
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.

Richard Tyler  
Signature

Subscribed and sworn to before me this 9th day of September, 2011.

[Signature]  
Signature of officer administering oath



**Bid Bond**

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned Fast Track Construction Corporation, as Principal; and Arch Insurance Company as Surety, are hereby held and firmly bound unto the County of Riverside, hereinafter called the "Owner", in the sum of \*\*\*\*\* Dollars (\$100,000.00) 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. \*10% percent of bid amount not to exceed One Hundred Thousand and 00/100\* (\$100,000.00) Dollars

WHEREAS, the said Principal is herewith submitting its Proposal for the Fleet Services Solar System Upgrade, #FM0672000029

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 31st day of August, 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.

Fast Track Construction Corporation

(Firm Name - Principal)  
5857 Uplander Way  
Culver City, CA 90230

(Business Address)

By Richard Gail  
(Original Signature)

C.O.O.  
(Title)

Arch Insurance Company

(Corporation Name - Surety)  
865 South Figueroa Street, Suite 2700  
Los Angeles, CA 90017

(Business Address)

By R.E. Gail  
(Original Signature)

R.E. Gail, Attorney in Fact

Affix Seal  
if  
Corporation

Affix  
Corporate  
Seal



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

On AUG 31 2011 before me, Stacia C. Baker, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared R.E. Gail  
Name(s) of Signer(s)

N/A

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 Stacia C. Baker  
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: \_\_\_\_\_

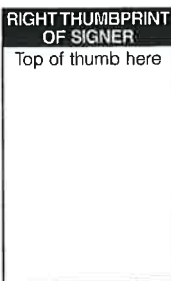
Signer(s) Other Than Named Above: \_\_\_\_\_

### 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: \_\_\_\_\_



## POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

R.E. Gail of Rancho Cucamonga, CA

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 24th day of June, 2011.

Arch Insurance Company

Attested and Certified

  
Martin J. Nilsen, Secretary

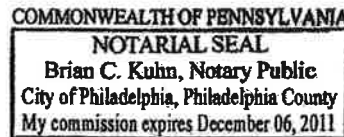


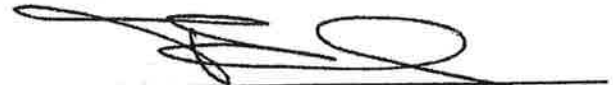
  
J. Michael Pete, Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Brian C. Kuhn, a Notary Public, do hereby certify that Martin J. Nilsen and J. Michael Pete personally known to me to be the same persons whose names are respectively as Secretary and Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

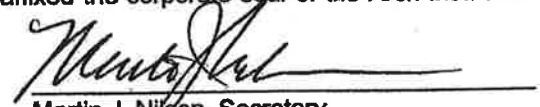


  
Brian C. Kuhn, Notary Public  
My commission expires 12-06-2011

**CERTIFICATION**

I, Martin J. Nilsen, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated June 24, 2011 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said J. Michael Pete, who executed the Power of Attorney as Vice President, was on the date of execution of the attached Power of Attorney the duly elected Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this \_\_\_\_\_ day of AUG 31 2011, 20\_\_\_\_.

  
Martin J. Nilsen, Secretary

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

**PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:**

**Arch Surety  
3 Parkway, Ste. 1500  
Philadelphia, PA 19102**





Fast-Track Construction Corporation  
5857 Uplander Way, Culver City, CA 90230-6607  
(310) 215-3099 Lic#674880

County of Riverside  
Clerk of the Board  
Riverside County Administration, 1<sup>st</sup> Floor  
4080 Lemon St.  
Riverside, CA 92501

Sealed bid for:

Project: US Depart. Of Energy Solar Projects Rubidoux  
Fleet Services Solar System Upgrade  
Project No: FM06720000029  
Bid Date & Time: September 14, 2011 at 2:00PM

RECEIVED RIVERSIDE COUNTY  
CLERK / BOARD OF SUPERVISORS  
2011 SEP 14 PM 12:59

SEALED BID RECEIVED  
CLERK OF THE BOARD OF SUPERVISORS