



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

KECIA HARPER-IHEM  
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR  
Assistant Clerk of the Board

May 18, 2011

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

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

**RE: NOTICE INVITING BIDS: PALM DESERT LIBRARY RENOVATION**

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **TWO (2) TIMES:**  
**Fridays: May 20 and 27, 2011.**

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

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

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

Thank you in advance for your assistance and expertise.

Sincerely,

*Mcgil*

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

**Gil, Cecilia**

---

**From:** PE Legals <legals@pe.com>  
**Sent:** Tuesday, May 17, 2011 4:56 PM  
**To:** Gil, Cecilia  
**Subject:** RE: FOR PUBLICATION: Palm Desert Library Renovation

Received for publication on May 20 and 27

Thank You!

**enterprise**media

Publisher of the Press-Enterprise

Maria G. Tinajero · Legal Advertising Department

1-800-880-0345 · Fax: 951-368-9018 · email: [legals@pe.com](mailto:legals@pe.com)

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

---

**From:** Gil, Cecilia [mailto:CCGIL@rcbos.org]  
**Sent:** Tuesday, May 17, 2011 4:43 PM  
**To:** PE Legals  
**Subject:** FOR PUBLICATION: Palm Desert Library Renovation

Hello! Here's one for publication for 2 Fridays: May 20 and 27, 2011. Please confirm. THANK YOU!

*Cecilia Gil*

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

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



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KECIA HARPER-IHEM  
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KIMBERLY A. RECTOR  
Assistant Clerk of the Board

May 18, 2011

THE DESERT SUN  
ATTN: LEGALS  
PO BOX 2734  
RIVERSIDE, CA 92519

FAX (760) 778-4731  
E-MAIL: [legals@thedesertsun.com](mailto:legals@thedesertsun.com)

**RE: NOTICE INVITING BIDS: PALM DESERT LIBRARY RENOVATION**

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*Mcgil*

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

## Gil, Cecilia

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**From:** Moeller, Charlene <CMOELLER@palmspri.gannett.com>  
**Sent:** Tuesday, May 17, 2011 4:48 PM  
**To:** Gil, Cecilia  
**Subject:** RE: FOR PUBLICATION: Palm Desert Library Renovation

Ad received and will publish on date(s) requested.

**Charlene Moeller** | Media Sales Legal Notice Coordinator

The Desert Sun Media Group

750 N. Gene Autry Trail, Palm Springs, CA 92262

t 760.778.4578 | f 760.778.4731

[legals@thedesertsun.com](mailto:legals@thedesertsun.com) | [dpwlegals@thedesertsun.com](mailto:dpwlegals@thedesertsun.com)

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---

**From:** Gil, Cecilia [mailto:CCGIL@rcbos.org]  
**Sent:** Tuesday, May 17, 2011 4:43 PM  
**To:** tds-legals  
**Subject:** FOR PUBLICATION: Palm Desert Library Renovation

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*Cecilia Gil*

Board Assistant to the

Clerk of the Board of Supervisors

951-955-8464

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## NOTICE INVITING BIDS

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

### **Palm Desert Library Renovation**

The Palm Desert Library renovation entails renovating 18,000 SF of space under the jurisdiction of the State of California, Division of the State Architect. **Engineer's estimate is currently \$1,200,000.00.**

The Contractor will be required, per Public Contracts Code, Section 3300 and for this contract, to have a State of California contractor's license classification **B** – General Building Contractor.

A **mandatory** pre-bid job walk inspection will be held on **June 3<sup>rd</sup> 2011 at 9:00 a.m.**, meeting at 73300 Fred Waring Drive, Palm Desert, CA 92260. No bids will be accepted from bidders who have not attended the pre-bid job walk or who arrive late.

Proposals shall be delivered to the Clerk of the Board of Supervisors, on the 1st floor of the County Administrative Center located at 4080 Lemon Street, Riverside, CA 92501 no later than **Thursday, 2:00 pm on June 9<sup>th</sup> 2011** and will be promptly opened in public at said address.

Each Proposal shall be in accordance with the Plans, Specifications, and other Contract Documents and prepared by the Economic Development Agency, County of Riverside. A fee of approximately **(\$75.00)** will be charged for each set of Plans and Specifications furnished to Contractors. An additional fee will be charged for each set requested to be mailed to Contractors. Plans and Specifications may be obtained from:

Mission Reprographics, 2050 E. La Cadena Drive Suite L Riverside, CA 92507, 951-686-8828.

PlanIT Reprographics, 77738 Flora Road, Palm Desert, CA 92211, 760-345-2500.

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

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

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

For further information, contact **Sergio Pena at the Economic Development Agency, at 951-955-2809.**

Dated: May 18, 2011

KECIA HARPER-IHEM  
Clerk of the Board  
By: Cecilia Gil, Board Assistant

THE PRESS-ENTERPRISE PE.com

THE BUSINESS PRESS SoCal Commercial Printing

LA PRENSA WEEKLY



① BILLING PERIOD 05/27/11 - 05/27/11 | ② ADVERTISING/CLIENT NAME BOARD OF SUPERVISORS  
 ③ BILLING DATE 05/27/11 | FOR BILLING INFORMATION CALL (951) 368-9713 | ④ PAGE NO 1  
 ⑤ TOTAL AMOUNT DUE 345.00 | \* UNAPPLIED AMOUNT | ⑥ TERMS OF PAYMENT Due Upon Receipt

⑦ REMITTANCE ADDRESS  
 POST OFFICE BOX 12009  
 RIVERSIDE, CA 92502-2209

⑧ BILLED ACCOUNT NAME AND ADDRESS  
 BOARD OF SUPERVISORS  
 COUNTY OF RIVERSIDE  
 P.O. BOX 1147  
 RIVERSIDE CA 92502

⑨ BILLED ACCOUNT NUMBER 045202 | REP NO LE04

Statement #: 56596785 Amount Paid \$ \_\_\_\_\_ Your Check # \_\_\_\_\_

**PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE**

⑩ DATE	⑪ REFERENCE	⑫ ⑬ ⑭ DESCRIPTION-OTHER COMMENTS/CHARGES	⑮ SAU SIZE ⑯ BILLED UNITS	⑰ RATE	⑱ GROSS AMOUNT	⑳ NET AMOUNT
05/20	4300118 CO	NIB PALM DESERT LIBRARY RENOVA Class : 10 Ctext Ad# 10662680 Placed By : Cecilia Gil	138 L	1.30		179.40
05/27	4300118 CO	NIB PALM DESERT LIBRARY RENOVA Class : 10 Ctext Ad# 10662680 Placed By : Cecilia Gil	138 L	1.20		165.60

2011 JUN -6 PM 3:46  
 RECEIVED INVESTMENT SERVICES  
 CREDIT CARD DEPT. 1 NIBS

Redev.  
 3.16 of 04/26/11

⑳ CURRENT NET AMOUNT DUE	㉑ 30 DAYS	㉒ 60 DAYS	OVER 90 DAYS	* UNAPPLIED AMOUNT	㉓ PLEASE PAY THIS AMOUNT
					345.00

**enterprise media** P.O. BOX 12009  
 THE PRESS-ENTERPRISE PE.com RIVERSIDE, CA 92502-2209  
 FAX (951) 368-9026

**ADVERTISING STATEMENT/INVOICE**

\* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE



⑳ STATEMENT NUMBER		ADVERTISER INFORMATION			
①	② BILLING PERIOD	③ BILLED ACCOUNT NUMBER	④ ADVERTISER/CLIENT NUMBER	⑤ ADVERTISER/CLIENT NAME	
56596785	05/27/11 - 05/27/11	045202		BOARD OF SUPERVISORS	

# THE PRESS-ENTERPRISE

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

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

Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc.: NIB Palm Desert Library Renovation

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

05-20-11  
05-27-11

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

Date: May, 27, 2011  
At: Riverside, California



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

Ad #: 10662680

PO #:

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

Ad Copy:

## NOTICE INVITING BIDS

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

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

For further information, contact Sergio Pena at the Economic Development Agency, at 951-955-2809.

Dated: May 18, 2011

KECIA HARPER-IHEM

Clerk of the Board

By: Cecilia Gil, Board Assistant

5/20, 27

# The Desert Sun

mydesert.com

750 N. Gene Autry Trail  
 Palm Springs, CA 92262  
 Billing Inquiries: (866) 875-0854  
 Main Office: (760) 322-8889

## ADVERTISING INVOICE/STATEMENT

Make Checks payable to DESERT SUN PUBLISHING CO.  
 P.O. Box 677368 Dallas, TX 75267-7368  
 A finance charge of 1.5% per month(18% Annually) will be added to balances not paid by the 20th.

RIV0690000000000000000000040502550062593610823

92

RIVERSIDE COUNTY-BOARD OF SUP.  
 PO BOX 1147  
 RIVERSIDE CA 92502-1147

Customer No.	Invoice No.
RIV069	0004050255
For the Period	Thru
05/02/11	05/29/11
<b>Due Date</b>	<b>Amount Due</b>
<b>06/15/11</b>	<b>6,259.36</b>
<b>AMOUNT PAID</b>	

PLEASE RETURN THIS TOP SECTION WITH PAYMENT IN THE ENCLOSED ENVELOPE AND INCLUDE YOUR CUSTOMER NUMBER ON REMITTANCE.

Date	EDT	Class	Description	Times Run	Col	Depth	Total Size	Rate	Amount
0502			BALANCE FORWARD						3,324.36
0517			PAYMENT - THANK YOU						980.00-
0508	CLS	0001	CECILIA NO 1538 / GATE F	1	4	6.00	24.00		288.88
0508	CLS	0001	CECILIA NO 1539/ RES 201	1	4	14.00	56.00		680.64
0508	CLS	0001	CECILIA NO 1540 NOTICE O	2	2	117.00	468.00		210.22
0511	CLS	0001	CECLIA NO 1561	10	2	74.00	1480.00		630.20
0513	CLS	0001	CECILIA NO 1612 BOARD OF	2	2	207.00	828.00		359.62
0513	CLS	0001	CECILIA NO 1613 NOTICE O	2	2	89.00	356.00		163.74
0513	CLS	0001	CECILIA NO 1614 NOTICE I	4	2	105.00	840.00		364.60
0520	CLS	0001	CECILIA NO 1719 NOTICE I	4	2	79.00	632.00		278.28
0522	CLS	0001	CECILIA NO 1758 NOTICE O	2	2	71.00	284.00		133.86
0526	CLS	0001	CECILIA NO 1797 NOTICE O	2	2	70.00	280.00		132.20
0528	CLS	0001	CECILIA NO 1825 NOTICE O	2	2	196.00	784.00		341.36
0528	CLS	0001	CECILIA NO 1826 NOTICE O	2	2	190.00	760.00		332.40
Current		Over 30 Days	Over 60 Days	Over 90 Days	Over 120 Days	<b>Total Due</b>			
3,915.00		2,344.36	.00	.00	.00	<b>6,259.36</b>			
Contract Type	Contract Qnty.	Expiration Date	Current Usage	Total Used	Quantity Remaining	Salesperson			
						MOELLER			

2011 JUN -8 PM 2:29

The Advertiser shall make payment within 15 days of the billing date indicated on Company's statement, and, in the event that it fails to make payment within such time, Company may reject advertising copy and / or immediately cancel this contract and Advertiser agrees to indemnify Company for all expenses incurred in connection with the collection of amounts payable under this contract, including but not limited to collection fees, attorney's fees and court costs. If this agreement is cancelled due to Advertiser's failure to make timely payment, Company may rebill the Advertiser for the outstanding balance due at the open or earned contract rate, whichever is applicable.

TO ENSURE PROPER CREDIT, PLEASE RETURN THE TOP SECTION AND INCLUDE YOUR CUSTOMER NUMBER ON REMITTANCE.

Customer Number	Name	Invoice Number	Amount Paid
RIV069	RIVERSIDE COUNTY-BOARD OF SUP.	0004050255	

3.16 of 04/26/11



The Desert Sun  
750 N Gene Autry Trail  
Palm Springs, CA 92262  
760-778-4578 / Fax 760-778-4731

## Certificate of Publication

State of California ss:  
County of Riverside

**Advertiser:**

RIVERSIDE COUNTY-BOARD OF SUP.  
4080 LEMON ST  
RIVERSIDE CA 925013

2000262935

I am over the age of 18 years old, a citizen of the United States and not a party to, or have interest in this matter. I hereby certify that the attached advertisement appeared in said newspaper (set in type not smaller than non pariel) in each and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

Newspaper: .The Desert Sun

5/20/2011 5/27/2011

I acknowledge that I am a principal clerk of the printer of The Desert Sun, printed and published weekly in the City of Palm Springs, County of Riverside, State of California. The Desert Sun was adjudicated a newspaper of general circulation on March 24, 1988 by the Superior Court of the County of Riverside, State of California Case No. 191236.

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 27th day of May, 2011 in Palm Springs, California.

  
Declarant's Signature

No 1719

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Dated: May 18, 2011  
KECIA HARPER-IHEM  
Clerk of the Board  
By: Cecilia Gil, Board Assistant

Published: 5/20, 5/27/11



# MEMORANDUM

---

RIVERSIDE COUNTY COUNSEL

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

DATE: June 20, 2011

TO: Jane Jennings  
Clerk of the Board

FROM: Marsha L. Victor  
Principal Deputy County Counsel

RE: Bids for Palm Desert Library Renovation

---

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

The five low bids appear to be in appropriate form.

All documents submitted are returned herewith.

*Marsha L. Victor*

MLV/tr

cc: Sergio Pena  
EDA Project Manager

Enclosures

## **Bid Summary**

TO: Pamela J. Walls  
County Counsel

PROJECT: Palm Desert Library Renovation

FROM: Jane Jennings 955-8092  
Clerk of the Board

BID DATE: 6/09/11

Project Mgr: Sergio Penia - EDA  
(951) 955-2809

BID TIME: 2:00 p.m.

ITEM/DATE: 3.16 of 04/26/11

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

### **CONTRACTORS**

### **BASE BID & ALTERNATE**

---

The Sun Group  
3151 Airway Ave. Bldg. V  
Costa Mesa, CA 92626  
(949) 476-3133

Base Bid: \$ 1,684,000.00  
Alternate #1: \$ + 50,000.00

---

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

Base Bid: \$ 1,687,000.00  
Alternate #1: \$ + 50,000.00

---

Orr Builders  
39301 Badger St. Ste. #300  
Palm Desert, CA 92211  
(760) 360-6632

Base Bid: \$ 2,298,000.00  
Alternate #1: \$ + 50,000.00

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Oakview Constructors, Inc.  
P.O. Box 625  
Calimesa, CA 92320  
(909) 795-0990

Base Bid: \$ 2,308,000.00  
Alternate #1: \$ + 50,000.00

---

HP Construction & Management, Inc.  
6401 Appian Way  
Riverside, CA 92506  
Phone # N/A

Base Bid: \$ 2,736,000.00  
Alternate #1: \$ + 50,000.00

---

**CONTRACTOR'S PROPOSAL**

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: 6/9/11

Bidder: THE SUN GROUP

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 Palm Desert Library Renovation, 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 6/3/11

Addendum No. 2 Date 6/6/11

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

For the total Base Bid of one million Six Hundred MEIGHTY four Thousand dollars  
(\$ 1,684,000.00), including all applicable taxes, permits, licenses, **AND Course of Construction Insurance.**

			(Add or Deduct state which)
Alternate 1	<u>DSA ALLOWANCE</u>	<u>(\$ 50,000.00)</u>	<u>ADD</u>
Alternate 2	<u>N/A</u>	<u>(\$ _____)</u>	_____
Alternate 3	<u>N/A</u>	<u>(\$ _____)</u>	_____
Alternate 4	<u>N/A</u>	<u>(\$ _____)</u>	_____

And,  
Cost of Contractor's Course of Construction Insurance four thousand two hundred dollars  
(\$ 4,200.00) and deductible \$ 5,000.00.

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

**DESIGNATION OF SUBCONTRACTORS**

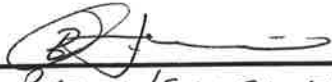
In compliance with Section 4104 of the Public Contract Code the undersigned submits the following complete list of each Subcontractor who will perform work or labor or render service in or about the construction/installation in an amount in excess of 1/100 of 1% of said total bid.

PORTION OF THE WORK

SUBCONTRACTOR

LOCATION

PLEASE SEE ATTACHED

  
BRENT ISAACMAN



**DESIGNATION OF SUBCONTRACTORS (continued)**

In compliance with Section 4104 of the Public Contract Code the undersigned submits the following complete list of each Subcontractor who will perform work or labor or render service in or about the construction/installation in an amount in excess of 1/100 of 1% of said total bid.

PORTION OF THE WORK

SUBCONTRACTOR

LOCATION

*PLEASE SEE ATTACHED*




*BRET JENSEN*

**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: THE SUN GROUP  
Type of Organization: GC (CORPORATION)  
Signed By:   
Title of Signer: PRESIDENT  
Address of Bidder: 3151 AIRWAY AVE, BLDG V  
COSTA MESA, CA 92626  
Telephone No.: 949-476-3133  
Contractor's License No.: 947719  
Classification: B Expiration Date: 5/31/12

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.



**ACKNOWLEDGMENT**

State of California  
County of Riverside)

On June 9, 2011 before me, Karen Hansen, Notary Public  
(insert name and title of the officer)

personally appeared Brett Isaacman  
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 Karen Hansen (Seal)



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

State of California ) ss.  
County of Riverside )

BRETT ISAACMAN, being first duly sworn, deposes and says:

That he or she is PRESIDENT of THE SUN GROUP 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 9<sup>th</sup> day of JUNE, 2011.

[Signature]  
Signature of officer administering oath



Bid Bond

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned THE SUN GROUP, as Principal; and \_\_\_\_\_, as Surety, are hereby held and firmly bound unto the County of Riverside, hereinafter called the "Owner", in the sum of TEN PERCENT OF 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.

\* LIBERTY MUTUAL INSURANCE COMPANY

WHEREAS the said Principal is herewith submitting its Proposal for the PALM DESERT LIBRARY RENOVATION

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 falls 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 31 day of MAY, 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.

THE SUN GROUP

(Firm Name - Principal)

3151 AIRWAY AVE. BLDG. V COSTA MESA, CA 92626

(Business Address)

By \_\_\_\_\_

(Original Signature)

Affix Seal  
If  
Corporation

(Title)

LIBERTY MUTUAL INSURANCE COMPANY

(Corporation Name - Surety)

534 E. BADILLO ST. COVINA, CA 91723

(Business Address)

By \_\_\_\_\_

(Original Signature) BRITTON CHRISTIANSEN, ATTORNEY-in-FACT

Affix  
Corporate  
Seal

PALM DESERT LIBRARY RENOVATION

RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY

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

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint.

PHILIP E. VEGA, FRANK MORONES, KEVIN E. VEGA, BRITTON CHRISTIANSEN, JADON H. SMITH, MYRNA SMITH, ALL OF THE CITY OF COVINA, 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 ONE HUNDRED MILLION AND 00/100 DOLLARS (\$ 100,000,000) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

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

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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

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

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 28th day of February, 2011.

LIBERTY MUTUAL INSURANCE COMPANY



By Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 28th day of February, 2011, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

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



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

By Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 31ST day of MAY, 2011.



By David M. Carey, Assistant Secretary

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ORANGE

On 05/31/2011 before me, Philip Vega, Notary public

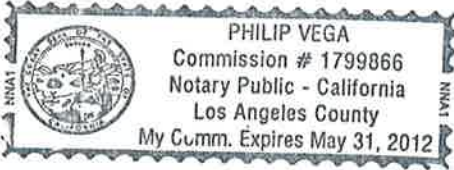
Date

Here Insert Name and Title of the Officer

personally appeared BRITTON CHRISTIANSEN

Name(s) of Signer(s)

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



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

WITNESS my hand and official seal

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

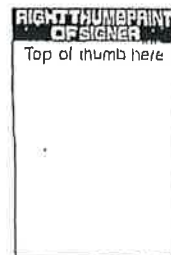
- Individual
Corporate Officer - Title(s):
Partner - Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:



Signer Is Representing:

Signer's Name:

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



Signer Is Representing:

**ACKNOWLEDGMENT**

State of California  
County of Riverside )

On June 9, 2011 before me, Karen Hansen, Notary Public  
(insert name and title of the officer)

personally appeared Brett Isaacman  
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 *Karen Hansen* (Seal)



**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 **Palm Desert Library Renovation FM0811000005**. In strict accordance with the Plans and Specifications dated April 2011 prepared by Holt Architects & County of Riverside hereinafter 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 twenty (120) calendar days from and after said date. It is expressly agreed that except for extensions of time duly granted in the manner and for the reasons specified in the General Conditions, time shall be of the essence.

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

Pursuant to Labor Code, Section 1861, the Contractor gives the following certification: I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

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

Type of Contractor's organization: \_\_\_\_\_

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

\_\_\_\_\_  
Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contractor's License No.: \_\_\_\_\_

**IF OTHER THAN CORPORATION EXECUTE HERE**

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**IF CORPORATION, FILL OUT FOLLOWING AND EXECUTE**

Name of President of Corporation: \_\_\_\_\_

Name of Secretary of Corporation: \_\_\_\_\_

Corporation is organized under the laws of State of \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Owner: COUNTY OF RIVERSIDE

Signature: \_\_\_\_\_

Title: Chairman - Board of Supervisors

Attest: Clerk - Board of Supervisors

By: \_\_\_\_\_

Title: \_\_\_\_\_

Affix Seal  
If  
Corporation

**PAYMENT BOND**

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

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

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

Signed and Sealed this \_\_\_\_\_ Day of \_\_\_\_\_ 2011,

\_\_\_\_\_  
(Firm Name - Principal)

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

Affix Seal  
if  
Corporation

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

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

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

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

Affix  
Corporate  
Seal

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

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



**PERFORMANCE BOND**

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

The condition of this obligation is such, that whereas the Principal entered into a certain contract, hereto attached, with the Owner, dated \_\_\_\_\_, 2011 for \_\_\_\_\_

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

Signed and Sealed this \_\_\_\_\_ Day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
(Firm Name - Principal)

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

Affix Seal  
if  
Corporation

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

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

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

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

Affix  
Corporate  
Seal

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

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

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

Labor Code Section 3700

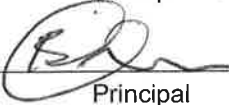
Every employer, except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

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

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

THE SUN GROUP  
BRETT ISAACMAN

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.)

THE SUN GROUP  
3151 Airway Ave Blvd., V  
Costa Mesa, CA 92626  
License # 947719

Palm Desert Library Renovation  
Project FM08110000005  
Bid Opening : June 9, 2011 @2pm

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

RECEIVED RIVERSIDE COUNTY  
CLERK / BOARD OF SUPERVISORS  
2011 JUN -9 PM 1:55

**NOTICE INVITING BIDS**

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

**Palm Desert Library Renovation**

The Palm Desert Library renovation entails renovating 18,000 SF of space under the jurisdiction of the State of California, Division of the State Architect. **Engineer's estimate is currently \$1,200,000.00.**

The Contractor will be required, per Public Contracts Code, Section 3300 and for this contract, to have a State of California contractor's license classification **B** – General Building Contractor.

A **mandatory** pre-bid job walk inspection will be held on **June 3<sup>rd</sup> 2011 at 9:00 a.m.**, meeting at 73300 Fred Waring Drive, Palm Desert, CA 92260. No bids will be accepted from bidders who have not attended the pre-bid job walk or who arrive late.

Proposals shall be delivered to the Clerk of the Board of Supervisors, on the 1st floor of the County Administrative Center located at 4080 Lemon Street, Riverside, CA 92501 no later than **2:00 pm on June 9<sup>th</sup> 2011** and will be promptly opened in public at said address.

Each Proposal shall be in accordance with the Plans, Specifications, and other Contract Documents and prepared by the Economic Development Agency, County of Riverside. A fee of approximately **(\$75.00)** will be charged for each set of Plans and Specifications furnished to Contractors. An additional fee will be charged for each set requested to be mailed to Contractors. Plans and Specifications may be obtained from:

Mission Reprographics, 2050 E. La Cadena Drive Suite L Riverside, CA 92507, 951-686-8828.

PlanIT Reprographics, 77738 Flora Road, Palm Desert, CA 92211, 760-345-2500.

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

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

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

For further information, contact **Sergio Pena at the Economic Development Agency, at 951-955-2809.**

I. **ADDITIONAL INFORMATION:** The Owner reserves the right to require of a bidder, information regarding financial responsibility or such other information as the Owner determines is necessary to ascertain whether a bid is in fact the lowest responsible bid submitted, All references to an Architect shall be deemed to refer to the Owner where no Architect has been employed by the Owner.

J. **PROMPT ACTION BY THE CONTRACTOR:** After the award of the Contract by the Governing Board and within four (4) days after the Agreement Forms are presented to the Contractor for signing, he shall return to the Owner the signed Agreements, along with all necessary Bonds and insurance.

K. **PRE-BID CONFERENCE:** There will be a mandatory pre-bid conference for this project that will be held at the site. No bids will be accepted from bidders who have not attended the pre-bid conference.

L. **BIDS:** Under the bidding items listed on the Contractor's Proposal, bidders shall state prices for each basis for bid given hereinafter.

1. Base Bid shall be the entire work complete in accordance with the contract documents, but not including work indicated or specified to be provided under any of the other bid items.
2. Please note that a separate cost quotation for Contractor's Course of Construction insurance is required per General Conditions Section 2.3.6.

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

**CONTRACTOR'S PROPOSAL**

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: 6/9/11

Bidder: Avi-Con, Inc. dba CA Construction

The undersigned, having carefully examined the proposed site and the Plans and Specifications, the Notice Inviting Bids, the Instructions to Bidders, the Agreement Form, the Bond Forms, the General Conditions for the Construction of the Palm Desert Library Renovation, 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 6/3/11  
Addendum No. 2 Date 6/6/11  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

For the total Base Bid of One million six hundred and eighty seven thousand dollars (\$ 1,687,000.00), including all applicable taxes, permits, licenses, **AND Course of Construction Insurance.**

			(Add or Deduct state which)
Alternate 1	<u>Fifty thousand dollars</u>	(\$ <u>50,000.00</u> )	<u>Add.</u>
Alternate 2	<u>N/A</u>	(\$ <u>N/A</u> )	<u>N/A</u>
Alternate 3	<u>N/A</u>	(\$ <u>N/A</u> )	<u>N/A</u>
Alternate 4	<u>N/A</u>	(\$ <u>N/A</u> )	<u>N/A</u>

And,  
Cost of Contractor's Course of Construction Insurance Seven thousand dollars (\$ 7,000.00) and deductible \$ 10,000.00.

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

**DESIGNATION OF SUBCONTRACTORS**

In compliance with Section 4104 of the Public Contract Code the undersigned submits the following complete list of each Subcontractor who will perform work or labor or render service in or about the construction/installation in an amount in excess of 1/10 of 1% of said total bid.

<u>PORTION OF THE WORK</u>	<u>SUBCONTRACTOR</u>	<u>LOCATION</u>
Structural steel Metal Fabrications	Mikron Steel	Bloomington, CA
Casework	Lam-Tech	Wildomar, CA
Roofing	Al Miller & Sons Roofing	Cathedral City, CA
Flashing & Sheet Metal	TN Sheet Metal	Fountain Valley, CA
Doors, Frames, & Hardware	Monster Door	Yucca Valley, CA
Glazing	Experience Glass	Carlsbad, CA
<del>MM</del>	<del>MM</del>	<del>MM</del>
<del>MM</del> Tile	Sample Tile & Stone	Riverside, CA
Acoustical Ceiling	Excel Acoustics	Corona, CA
Flooring	New Image	San Bernardino, CA
Painting	Streamline Painting	Moreno Valley, CA
Partitions & Accessories	Inland Empire Architectural Specialties	Riverside, CA

### DESIGNATION OF SUBCONTRACTORS

In compliance with Section 4104 of the Public Contract Code the undersigned submits the following complete list of each Subcontractor who will perform work or labor or render service in or about the construction/installation in an amount in excess of 1/100 of 1% of said total bid.

<u>PORTION OF THE WORK</u>	<u>SUBCONTRACTOR</u>	<u>LOCATION</u>
HVAC	WR Robbins	Oceanside, CA
Plumbing	Sorenson Plumbing	Alta Loma, CA
Fire Sprinklers	AMCO Fire Protection	Glendale, CA
Electrical, Low Voltage : Fire Alarm	Circle City Electric	Riverside, CA



**AWARD OF CONTRACT**

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

**BID GUARANTEE**

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

Name of Bidder: Avi-Con, Inc. dba CA Construction

Type of Organization: Corporation

Signed By:  Aaron Avila

Title of Signer: President/CEO

Address of Bidder: 981 Iowa Avenue Suite A

Riverside, CA 92507

Telephone No.: (951)-781-8055

Contractor's License No.: 588602

Classification: A, B, D06 Expiration Date: 6/30/12

Affix Seal  
If  
Corporation

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


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

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

State of California ) ss.  
County of Riverside )

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

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

  
Signature

Subscribed and sworn to before me this 8th day of June, 2011.

(Attached)  
Signature of officer administering oath

**CALIFORNIA JURAT**

State of California

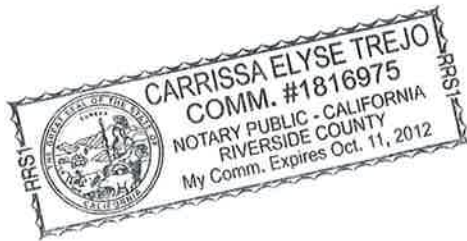
County of Riverside } SS.

Subscribed and sworn to (or affirmed) before me on this 8th day of June, 2011, by

(1) Aaron Avila  
(name of signer(s))

(2) \_\_\_\_\_  
(name of signer(s))

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



(seal)

Carrissa Elyse Trejo  
(signature of notary public)

**◆ OPTIONAL INFORMATION ◆**

Information below is NOT required by law however may deter fraudulent removal of this form.

DESCRIPTION OF ATTACHED DOCUMENT	RIGHT THUMBPRINT OF SIGNER	CAPACITY CLAIMED BY SIGNER(S)
(Title or type of document)		<input type="checkbox"/> Individual(s) <input type="checkbox"/> Corporate Officer
(Title or type of document continued)		<input type="checkbox"/> Partner
Number of pages _____ Document Date _____		<input type="checkbox"/> Attorney-in-Fact
(additional information)		<input type="checkbox"/> Trustee(s) <input type="checkbox"/> Other: _____

**Bid Bond**

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned AVI-CON, Inc.  
dba CA Construction, as Principal; and (1), as Surety, are  
hereby held and firmly bound unto the County of Riverside, hereinafter called the "Owner", in the sum of  
(2) Dollars (\$ -----) for the payment of such sum, well  
and truly to be made, do hereby jointly and severally bind ourselves, our heirs, executors, administrators,  
successors and asslgn. (1) First National Insurance Company of America  
(2) not to exceed ten percent (10%) of the total bid amount  
WHEREAS, the said Principal is herewith submitting its Proposal for the  
Palm Desert Library Renovation

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 June, 2011, the name and corporate seal of each corporate party  
being hereto affixed and those present duly signed by its undersigned representative, pursuant to authority of  
its governing body.

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

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

By [Signature]  
(Original Signature)

CFO / Vice President  
(Title)

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

333 City Blvd. West, Suite 300, Orange, CA 92868  
(Business Address)

By [Signature] Julia B. Gladding,  
(Original Signature) Attorney-In-Fact

Affix Seal  
if  
Corporation

Affix  
Corporate  
Seal



POWER OF ATTORNEY

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

KNOW ALL BY THESE PRESENTS:

No. 12417

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

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

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

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

this 21st day of March, 2009

*Dexter R. Legg*

Dexter R. Legg, Secretary

*TAMIKOLAJEWSKI*

Timothy A. Mikolajewski, Vice President

CERTIFICATE

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

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

Extract from a Resolution of the Board of Directors of  
FIRST NATIONAL INSURANCE COMPANY OF AMERICA adopted July 23, 1970.

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

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

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

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

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

this \_\_\_\_\_ day of JUN 08 2011



*Dexter R. Legg*

Dexter R. Legg, Secretary

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On JUN 08 2011  
Date

before me, Stephanie D. Montague, Notary Public  
Here Insert Name and Title of the Officer

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



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

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

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

### Description of Attached Document

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

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

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

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

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

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

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

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

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

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

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

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside



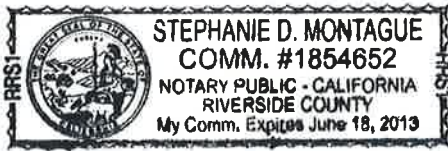
On June 8, 2011 before me, Stephanie D. Montague, Notary Public  
Date Here Insert Name and Title of the Officer

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

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature *Stephanie D. Montague*  
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: \_\_\_\_\_


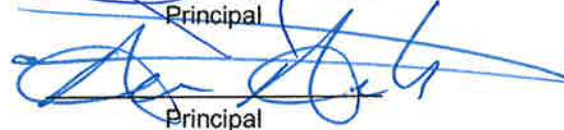
**CONTRACTOR'S CERTIFICATE  
REGARDING WORKERS' COMPENSATION**

Labor Code Section 3700

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

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

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

  
\_\_\_\_\_  
Principal  
  
\_\_\_\_\_  
Principal

\_\_\_\_\_  
President/CEO

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.)



DBA CA CONSTRUCTION  
981 Iowa Ave, Suite A Riverside, CA 92507

John Desert Library Renovation

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

Attn: Clerk of the Board  
County of Riverside  
1080 Lemon Street  
Riverside, CA 92501

RECEIVED RIVERSIDE COUNTY  
CLERK / BOARD OF SUPERVISORS  
2011 JUN -9 PM 3:50



981 Iowa Avenue, Suite A  
Riverside, CA 92507

**CA CONSTRUCTION**  
**GENERAL CONTRACTOR**  
A/C/CON INC. - a California corporation dba CA Construction  
[www.CAConstruction.net](http://www.CAConstruction.net)

Commercial  
Residential  
Industrial  
LIC # 988602 B-1 C-01

Aaron Miller  
(951) 781-4055  
FAX (951) 781-1077

*Email: [aa@caconstruction.net](mailto:aa@caconstruction.net)*

**CONTRACTOR'S PROPOSAL**

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: June 9, 2011

Bidder: Orr Builders

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 Palm Desert Library Renovation, 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 6/3/11

Addendum No. 2 Date 6/6/11

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

For the total Base Bid of TWO MILLION, TWO HUNDRED NINETY EIGHT THOUSAND dollars  
(\$ 2,298,000), including all applicable taxes, permits, licenses, **AND Course of Construction Insurance.**

(Add or Deduct state which)

Alternate 1 DS Allowance (\$ 50,000) Add

Alternate 2 \_\_\_\_\_ (\$ \_\_\_\_\_) \_\_\_\_\_

Alternate 3 \_\_\_\_\_ (\$ \_\_\_\_\_) \_\_\_\_\_

Alternate 4 \_\_\_\_\_ (\$ \_\_\_\_\_) \_\_\_\_\_

And,  
Cost of Contractor's Course of Construction Insurance Thirteen Thousand dollars  
(\$ 13,000) and deductible \$ 2,500.

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

**DESIGNATION OF SUBCONTRACTORS**

In compliance with Section 4104 of the Public Contract Code the undersigned submits the following complete list of each Subcontractor who will perform work or labor or render service in or about the construction/installation in an amount in excess of 1/100 of 1% of said total bid.

<u>PORTION OF THE WORK</u>	<u>SUBCONTRACTOR</u>	<u>LOCATION</u>
Demolition-	Central City Enterprises,	Riverside, CA
Concrete-	Hey Dude Construction,	Palm Desert, CA
Structural Steel-	White's Steel, Inc.,	Indio, CA
Rough Carpentry-	M.R. Somers Constr. Inc.,	Fontana, CA
Casework-	LAM-TECH CORP	WILDOMAR, CA
Roofing-	Al Miller & Sons Roofing,	Cathedral City, CA
Sheet Metal & Metal Roof-	UNITED CONTRACTORS	SAN BERNARDINO, CA
Doors Frames & Hardware-	Guy Evans Contractor Services,	Indio, CA
Drywall-	Pacific West Interiors,	Highlands, CA
Tile-	THE WORKS FLOOR AND WALL	PALM SPRINGS, CA
Acoustical Ceiling-	CMS Interiors, Inc.	San Diego, CA
Flooring-	THE WORKS FLOOR AND WALL	PALM SPRINGS, CA
Paint-	Richken Painting,	Palm Desert, CA
Toilet Accessories & Partitions-	Inland D Empire Architectural Specialties, Inc.,	Riverside, CA
Window Treatment-	Majestic Shutters, Inc.	Indio, CA

**DESIGNATION OF SUBCONTRACTORS (continued)**

In compliance with Section 4104 of the Public Contract Code the undersigned submits the following complete list of each Subcontractor who will perform work or labor or render service in or about the construction/installation in an amount in excess of 1/100 of 1% of said total bid.

PORTION OF THE WORK

SUBCONTRACTOR

LOCATION

Fire Sprinklers-	Shasta Fire Protection, Inc.,	Palm Springs, CA
Plumbing-	SSW MECHANICAL CONST INC	PALM SPRINGS, CA
HVAC-	POLAR BARR AC INC	PALM DESERT, CA
Electrical-	MIKE COX ELECTRIC INC	SAN BERNARDINO, CA
Fire Alarm-	Simplex Grinnell,	Rancho Cucamonga, CA
Signage-	Sign-A-Rama,	Palm Desert, CA
Acoustical Wall Panels-	Brett Bender Wallcovering, Inc.,	Rancho Cucamonga, CA
Steel Library Book Shelving-	Yamada Enterprises,	Huntington Beach, CA

**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: Orr Builders  
Type of Organization: Corporation  
Signed By: \_\_\_\_\_  
Title of Signer: President/CEO  
Address of Bidder: 39-301 Badger St. Ste.300  
Palm Desert, CA 92211  
Telephone No.: (760)360-6632  
Contractor's License No.: 693077  
Classification: B Expiration Date: July 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 ALL-PURPOSE ACKNOWLEDGMENT**

No. 5193

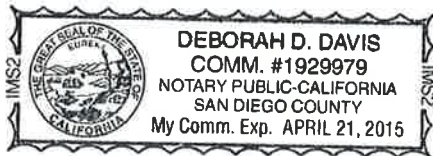
State of California )

County of SAN DIEGO )

On 6/2/2011 before me, DEBORAH D. DAVIS, NOTARY PUBLIC

personally appeared MARK D. IATAROLA

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



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

WITNESS my hand and official seal.

[Signature]

Signature of Notary

**OPTIONAL SECTION**

**CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S)

TITLE(S)

- PARTNER(S)  LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:**

NAME OF PERSON(S) OR ENTITY(IES)  
\_\_\_\_\_  
\_\_\_\_\_

**OPTIONAL SECTION**

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

TITLE OR TYPE OF DOCUMENT \_\_\_\_\_

NUMBER OF PAGES \_\_\_\_\_ DATE OF DOCUMENT \_\_\_\_\_

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

**Bid Bond**

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned ORR BUILDERS, 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 TEN PERCENT OF GREATER 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 PALM DESERT LIBRARY RENOVATION

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 2ND day of JUNE, 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.

ORR BUILDERS  
(Firm Name - Principal)  
39-301 BADGER STREET, SUITE 300  
PALM DESERT, CA 92211  
(Business Address)

By [Signature]  
(Original Signature)

BRIAN W. ORR, PRESIDENT/CEO  
(Title)

THE HANOVER INSURANCE COMPANY  
(Corporation Name - Surety)  
ATTN: BOND DEPARTMENT, 2 MACARTHUR PLACE, 2ND FLOOR  
SANTA ANA, CA 92707  
(Business Address)

By [Signature]  
(Original Signature) MARK D. IATAROLA, ATTORNEY-IN-FACT

Affix Seal  
If  
Corporation

Affix  
Corporate  
Seal

PALM DESERT LIBRARY RENOVATION  
RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Riverside

On 6-7-11 before me, Anna Marie Scott, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Brian W. Orr

Name(s) of Signer(s)

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

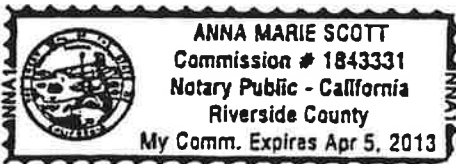
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

*Anna Marie Scott*

Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: BID Bond: Palm DESERT Library Renovation

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

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

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

Signer's Name: Brian W. Orr

- Individual
- Corporate Officer — Title(s): President/CEO
- 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: \_\_\_\_\_



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  
**John G. Maloney, Mark D. Iatarola, Deborah D. Davis and/or Helen Maloney**

of **Escondido, 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 Twenty Five Million and No/100 (\$25,000,000) in any single instance**

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

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

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by a Vice President and an Assistant Vice President, this **14th** day of **April** 20**11**.



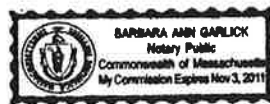
THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

Mary Jeanne Anderson, Vice President

Robert K. Grennan, Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this **14th** day of **April** 20**11**, before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Notary Public

My commission expires on November 3, 2011

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

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

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

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this **2ND** day of **JUNE**, 20**11**

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

Stephen L. Brault, Assistant Vice President

SEE ATTACHED BID BOND  
FROM: SURETY COMPANY

**Bid Bond**

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_, as Principal; and \_\_\_\_\_, as Surety, are hereby held and firmly bound unto the County of Riverside, hereinafter called the "Owner", in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ) for the payment of such sum, well and truly to be made, do hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the said Principal is herewith submitting its Proposal for the \_\_\_\_\_

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 \_\_\_\_\_ day of \_\_\_\_\_, 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.

\_\_\_\_\_  
(Firm Name - Principal)

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

By \_\_\_\_\_  
(Original Signature)

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

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

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

By \_\_\_\_\_  
(Original Signature)

Affix Seal  
If  
Corporation

Affix  
Corporate  
Seal

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

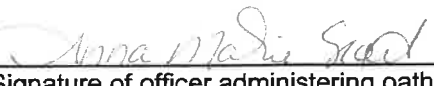
State of California ) ss.  
County of Riverside )

Brian W. Orr, being first duly sworn, deposes and says:

That he or she is President/CEO of Orr Builders 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 8<sup>th</sup> day of June, 2011.

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

# JURAT

State of California  
County of Riverside

Subscribed and sworn to (or affirmed) before me on this 8<sup>th</sup> day of June,  
2011, by Brian W. Orr,  
proved to me on the basis of satisfactory evidence to be the person(s) whose name  
appeared before me.

WITNESS my hand and official seal.

Signature *Anna Marie Scott* (Seal)



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

RECEIVED RIVERSIDE COUNTY  
CLERK / BOARD OF SUPERVISORS

2011 JUN -9 PM 1:52



*Developing Visions*  
into Landmarks

**Palm Desert Library Renovation**  
**2:00 pm**

39-301 Badger Street, Suite 300  
Palm Desert, California 92211



**CONTRACTOR'S PROPOSAL**

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: June 9, 2011

Bidder: Oakview Constructors, 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 Palm Desert Library Renovation, 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 June 3, 2011

Addendum No. 2 Date June 6, 2011

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

For the total Base Bid of Two Million, Three Hundred Eight Thousand Dollars <sup>00</sup>/<sub>100</sub> dollars (\$ 2,308,000. <sup>00</sup>/<sub>100</sub> ), including all applicable taxes, permits, licenses, **AND Course of Construction Insurance.**

(Add or Deduct state which)

Alternate 1 Additive Allowance (\$ 50,000.00 ) ADD

Alternate 2 \_\_\_\_\_ (\$ \_\_\_\_\_ ) \_\_\_\_\_

Alternate 3 \_\_\_\_\_ (\$ \_\_\_\_\_ ) \_\_\_\_\_

Alternate 4 \_\_\_\_\_ (\$ \_\_\_\_\_ ) \_\_\_\_\_

And,  
Cost of Contractor's Course of Construction Insurance Five Thousand dollars (\$ 5,000. <sup>00</sup>/<sub>100</sub> ) and deductible \$ 1,000. <sup>00</sup>/<sub>100</sub> .

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

**DESIGNATION OF SUBCONTRACTORS**

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

PORTION OF THE WORK                      SUBCONTRACTOR                      LOCATION

<u>PORTION OF THE WORK</u>	<u>SUBCONTRACTOR</u>	<u>LOCATION</u>
STRUCT. STEEL	Inland Steel	San Bernardino
<del>Casework</del>	<del>IT <del>Free Besting</del> <del>AP</del></del>	<del>La Puente</del>
Insulation	Alert	La Puente
Roofing	Southwest Group Al Miller & Sons	Font. City Lakewood
Metal Roof / s/m	TN Steel metal	Fountain Valley
Doors / Frames / Hardware	Sierra West Finish	San Bernardino
Lath Plaster + Drywall	Creamer + Son	Yucaipa
Steel studs Framing	Creamer " " "	" "
Ceramic Tile	Contentel marble	Corona
Acoustic Ceilings and wall Panels	Finest City Acoustic	San Diego
<del>Floor Coverings</del>	<del>Del's Flooring</del>	<del>Palm Desert</del>
Painting	Triumph	Riverside
Toilet Part. + care	Inland empire area	Riverside
Signage	A Good Sign	Santa Ana.
Lockers	ENGINEER STORAGE	AZUSA
EXISTING Library Shelv. Mod + Move	Yamata ENT	Huntington Beach
Fire sprinklers	Summit	Redlands
HVAC	FMS	Calimesa.
Plumb	Kincaid Ind.	Thousand Palms
Elec	Cox Elec	IT <del>Free</del> San Bernardino
Metal Roof + s/m	united Contractors	San Bernardino
Flooring	Nu Image <del>AVES Custom Floor</del>	<del>Redlands</del> San Bernardino.
Casework	<del>Stolo</del>	<del>with</del> Brea

**DESIGNATION OF SUBCONTRACTORS (continued)**

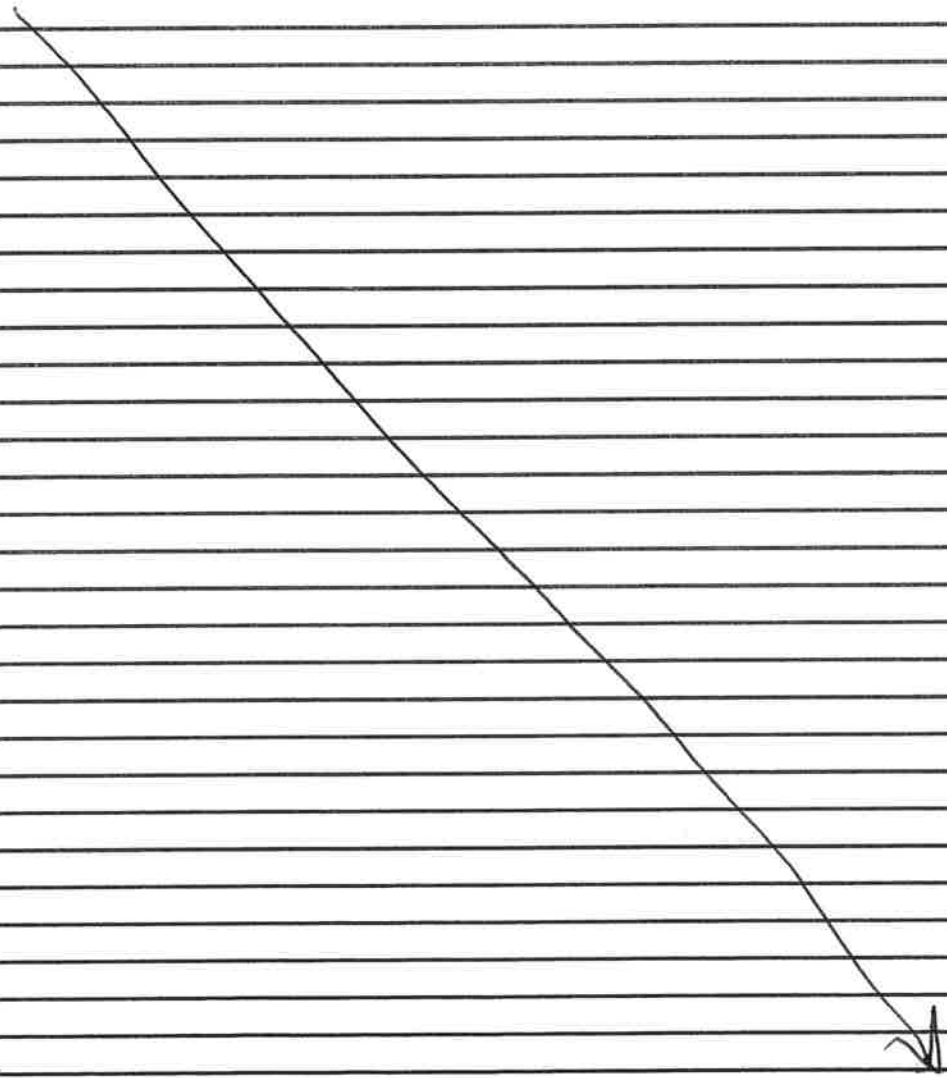
In compliance with Section 4104 of the Public Contract Code the undersigned submits the following complete list of each Subcontractor who will perform work or labor or render service in or about the construction/installation in an amount in excess of 1/~~10~~ of 1% of said total bid.

PORTION OF THE WORK

SUBCONTRACTOR

LOCATION

NA





**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: Oakview Constructors, Inc

Type of Organization: Corporation

Signed By:  John Field

Title of Signer: President/Treasurer

Address of Bidder: PO Box 625  
Calimesa, CA 92320

Affix Seal  
If  
Corporation

Telephone No.: 909-795-0990

Contractor's License No.: 462847

Classification: B/ C-8/ A Expiration Date: 6/30/2012

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

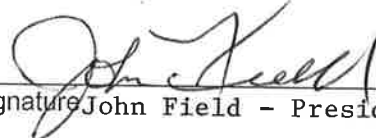
If bidder is a corporation, and signer is not President or Secretary, attach a certified copy of By-Laws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach Power of Attorney. If bidder is not an individual, list names of other persons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

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

State of California ) ss.  
County of Riverside )

John Field, being first duly sworn, deposes and says:

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

  
Signature John Field - President/Treasurer

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

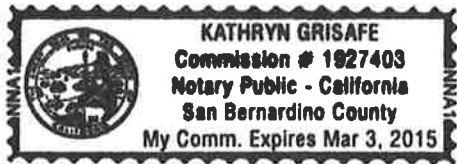
**"SEE ATTACHMENT  
FOR NOTARY"**

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

State of California

County of San Bernardino

Subscribed and sworn to (or affirmed) before me on this 8<sup>th</sup> day of June, 2011, by John Field, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



[Handwritten Signature]  
Signature

**OPTIONAL**

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

**Description of Attached Document**

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

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

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

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

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

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



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

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

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



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

**Bid Bond**

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned Oakview Constructors, 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 (1) Dollars (\$ -----) for the payment of such sum, well and truly to be made, do hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. (1) not to exceed ten percent (10%) of the total bid amount

WHEREAS, the said Principal is herewith submitting its Proposal for the Palm Desert Library Renovation

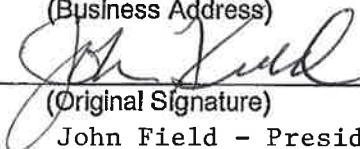
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the Contract upon said Proposal and shall, within the required number of days after the notice of such award, execute a written memorial of the awarded Contract and submit the required Labor and Material Payment 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 6th day of June, 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.


Oakview Constructors, Inc.  
(Firm Name - Principal)

959 Calimesa Blvd., Calimesa, CA 92320  
(Business Address)

By   
(Original Signature)  
John Field - President/Treasurer

The Hanover Insurance Company  
(Corporation Name - Surety)

2 MacArthur Place, 2nd Floor, Santa Ana, CA 92707  
(Business Address)

By   
(Original Signature) Julia B. Gladding,  
Attorney-In-Fact

**"SEE ATTACHMENT  
FOR NOTARY"**

Affix Seal  
If  
Corporation

Affix  
Corporate  
Seal

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

POWERS OF ATTORNEY  
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint  
**KENNETH A. COATE, JULIA B. GLADDING**

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

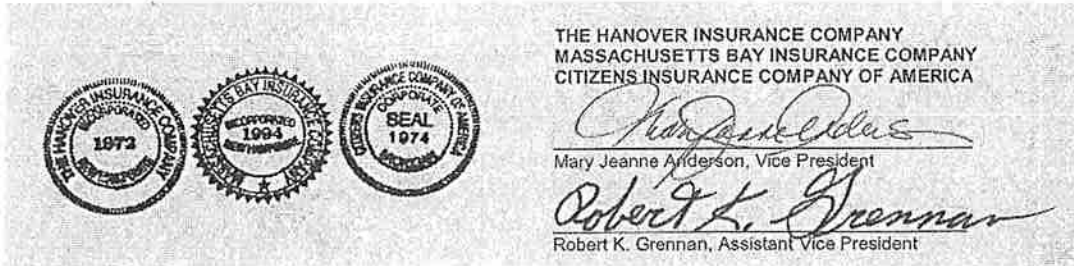
any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

**Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance**

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

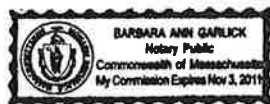
"RESOLVED, That the President or any Vice President, in conjunction with any Assistant Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds,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

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



THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

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



*Barbara A. Garlick*  
Notary Public

My commission expires on November 3, 2011

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

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

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

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this                      day of **JUN 06 2011**, 20

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

*Stephen L. Brault*  
Stephen L. Brault, Assistant Vice President

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On JUN 06 2011 before me, Stephanie D. Montague, Notary Public  
Date Here Insert Name and Title of the Officer

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

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



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

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

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

### Description of Attached Document

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

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

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

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

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

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of SAN BERNARDINO }

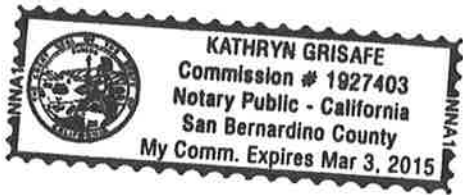
On 6-8-11 before me, KATHRYN GRISAFE, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared John Field  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature [Handwritten Signature]  
Signature of Notary Public

**OPTIONAL**

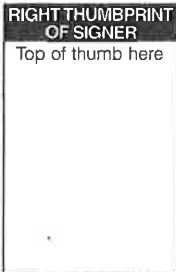
*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

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

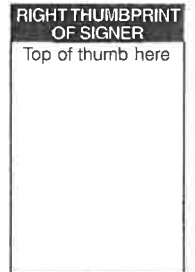
**Capacity(ies) Claimed by Signer(s)**

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



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

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



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

**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

John Field  
Principal

President/Treasurer  
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 JUN -9 PM 1:48

Oakview Constructors, Inc  
PO Box 625  
Calimesa, CA 92320  
License #462847

Palm Desert Library Renovation  
Bids: June 9, 2011 @ 2:00PM

**CONTRACTOR'S PROPOSAL**

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: 6/9/11

Bidder: HP CONSTRUCTION & MANAGEMENT, 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 Palm Desert Library Renovation, 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 6/3/11  
Addendum No. 2 Date 6/6/11  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

For the total Base Bid of TWO MILLION, SEVEN HUNDRED THIRTY SIX THOUSAND dollars  
(\$ 2,736,000), including all applicable taxes, permits, licenses, **AND Course of Construction Insurance.**

Alternate 1 FIFTY THOUSAND (\$ 50,000) (ADD) (Add or Deduct state which)  
Alternate 2 \_\_\_\_\_ (\$ \_\_\_\_\_) \_\_\_\_\_  
Alternate 3 \_\_\_\_\_ (\$ \_\_\_\_\_) \_\_\_\_\_  
Alternate 4 \_\_\_\_\_ (\$ \_\_\_\_\_) \_\_\_\_\_

And,  
Cost of Contractor's Course of Construction Insurance FOUR THOUSAND SIX HUNDRED dollars  
(\$ 4,600) and deductible \$ 2,500.

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

**DESIGNATION OF SUBCONTRACTORS**

In compliance with Section 4104 of the Public Contract Code the undersigned submits the following complete list of each Subcontractor who will perform work or labor or render service in or about the construction/installation in an amount in excess of 1/100 of 1% of said total bid.

<u>PORTION OF THE WORK</u>	<u>SUBCONTRACTOR</u>	<u>LOCATION</u>
DEMOLITION	PACIFIC CASCADE	YUJALPA.
STRUCTURAL STEEL	HP CONSTRUCTION & Management, Inc.	RIVERSIDE
CABINETS	STACEY CABINETS	RIVERSIDE
ROOFING	AL FULLER & SONS	CANTONMENT City
DRYWALL	DAVIDS DRYWALL	HESPERIA
TILE	DEUS FLOORING	PALM DESERT.
FLOORING	" "	" "
PAINTING	TRUUPH	RIVERSIDE.
PARTITIONS	HP PERDUE PARTITIONS	HP ANAHEIM
SIGNS	IDEAS A Z E	RIVERSIDE KOCAMONGA
FIRE PROTECTION	COLDER F.P.	RIVERSIDE
WINDOW TREATMENTS	MAJESTIC	INDIO
PLUMBING	ADOLFO PLUMBING	BEDLANDS
HVAC	THCE	RENDALANDS
ELECTRICAL	ELECTRICAL SERVICES	FONTANA
STAIRWAYS	YANUSON ENTERPRISES	HUNTINGTON BEACH.
T-BAR	EXCEL	COLONA

**DESIGNATION OF SUBCONTRACTORS (continued)**

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

PORTION OF THE WORK

SUBCONTRACTOR

LOCATION

*Roller shades*

*Majestic*

*INDIO*

**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: AD CONSTRUCTION & MANAGEMENT Inc  
Type of Organization: Corporation  
Signed By: Harry Pate  
Title of Signer: President  
Address of Bidder: 6401 Appian Way  
Riverside, CA 92506  
Telephone No.: 951 700-5598  
Contractor's License No.: 604221  
Classification: A, B, C10, C34 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 )

Henry Posse, being first duly sworn, deposes and says:  
That he or she is President of HP CONSTRUCTION & MANAGEMENT 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.

Henry Posse  
Signature

Subscribed and sworn to before me this 8th day of JUNE, 2011.

Maria Posse  
Signature of officer administering oath  
Vice President

**Bid Bond**

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_, as Principal; and \_\_\_\_\_, as Surety, are hereby held and firmly bound unto the County of Riverside, hereinafter called the "Owner", in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment of such sum, well and truly to be made, do hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the said Principal is herewith submitting its Proposal for the \_\_\_\_\_  
\_\_\_\_\_

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 \_\_\_\_\_ day of \_\_\_\_\_, 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.

\_\_\_\_\_  
(Firm Name - Principal)

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

By \_\_\_\_\_  
(Original Signature)

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

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

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

By \_\_\_\_\_  
(Original Signature)

Affix Seal  
If  
Corporation

Affix  
Corporate  
Seal

**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 \_\_\_\_\_.

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

Signed and Sealed this \_\_\_\_\_ Day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
(Firm Name - Principal)

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

Affix Seal  
if  
Corporation

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

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

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

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

Affix  
Corporate  
Seal

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

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



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

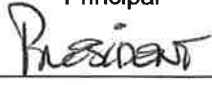
Labor Code Section 3700

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

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

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

  
\_\_\_\_\_  
Principal

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.)

**Bid Bond**

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned H P Construction & Management Inc., as Principal; and Great American Insurance Company Surety, are hereby held and firmly bound unto the County of Riverside, hereinafter called the "Owner", in the sum of Ten Percent of 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 Palm Desert Library Renovation

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 6th day of June, 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.

H P Construction & Management Inc.

(Firm Name - Principal)

10401 Adrian Way Riverside, CA 92506

(Business Address)

By Henry Basse

(Original Signature)

President

(Title)

Great American Insurance Company

(Corporation Name - Surety)

750 The City Drive South #300 Orange, CA 92868

(Business Address)

By Laurie B Druck

(Original Signature) Laurie B. Druck, Attorney-in-Fact

Affix Seal  
if  
Corporation

Affix  
Corporate  
Seal

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

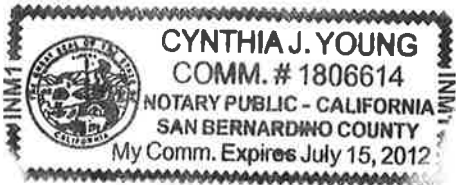
State of California )  
County of San Bernardino ) ss.

On June 6, 2011 before me, Cynthia J. Young, Notary Public  
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Personally appeared Laurie B. Druck

Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

*Cynthia J. Young*  
Signature of Notary Public

**OPTIONAL**

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

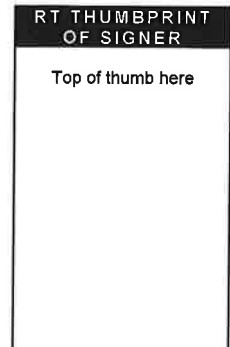
**Description of Attached Document**

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

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

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

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



Signer is Representing:  
\_\_\_\_\_

**GREAT AMERICAN INSURANCE COMPANY®**

**Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740**

The number of persons authorized by this power of attorney is not more than **FOUR**

No. 014652

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JAY P. FREEMAN	ALL OF	ALL
PAMELA McCARTHY	SAN BERNARDINO,	\$75,000,000.00
CYNTHIA J. YHOUNG	CALIFORNIA	
LAURIE B. DRUCK		

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 18<sup>th</sup> day of, MAY, 2011.

Attest

GREAT AMERICAN INSURANCE COMPANY



*Steph L. C. B.*

*David C. Kitchin*

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (513-412-4602)

On this 18<sup>th</sup> day of MAY, 2011, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



**KAREN L. GROSHEIM  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES 02-20-16**

*Karen L. Grosheim*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this *6th* day of *June*, 2011.



*Steph L. C. B.*

BY CONSTRUCTION  
6401 Apples Way  
Riverside, CA 92506

SEALED BID RECEIVED  
CLERK OF THE BOARD OF SUPERVISORS

RECEIVED RIVERSIDE COUNTY  
CLERK / BOARD OF SUPERVISORS  
2011 JUN -9 PM 1:53

COUNTY OF RIVERSIDE  
4080 LEMON STREET  
RIVERSIDE, CA 92501  
1ST FLOOR COUNTY ADMIN BLDG  
CLERK OF THE BOARD  
QUOTE: PALM DESERT LIBRARY REPAIRS  
FM 0011000005