

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

805



FROM: Economic Development Agency

SUBMITTAL DATE:

May 25, 2011

SUBJECT: Southwest Justice Center Cogeneration Plant Redesign – Total Project Budget

RECOMMENDED MOTION: That the Board of Supervisors:

1. Waive any minor irregularities in the bid and award the construction agreement between the County of Riverside and Inland Mechanical Construction, Inc., of Lake Elsinore, California, in the amount of \$634,000 and authorize the Chairman of the Board to execute the agreement on behalf of the county;

Authorize the Assistant County Executive Officer/EDA to administer the agreement in accordance with applicable Board policies;

Approve the total project budget of \$858,284; and

(continued)

Robert Field

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 858,284	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: Capital Fund Designation (M.O. 3.25, 2/01/11) \$500,000; Deferred Maintenance \$358,284	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: *Jennifer L. Sargent*

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: June 7, 2011
xc: EDA, Auditor, CIP

Kecia Harper-Ihem
Clerk of the Board

By: *[Signature]*
Deputy

Prev. Agn. Ref.: 3.10 of 2/15/11; 3.15 of 8/10/10

District: 3

Agenda Number:

3.34

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
DATE 5/16/11
BY: MARSHAL L. VICTOR
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: Samuel Wong
5/11/11
Department: SAMUEL WONG

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

BACKGROUND:

4. Delegate project management authority for this project to the Assistant County Executive Officer/EDA in accordance to applicable Board policies.

BACKGROUND:

On February 15, 2011, the Board of Supervisors approved the plans and specifications for the Southwest Justice Center (SWJC) Cogeneration Plant Redesign and authorized the Clerk of the Board to advertise for bids. On March 9, 2011, eleven contractors attended a mandatory job walk for the SWJC Cogeneration Plant Redesign. On March 29, 2011, a bid opening was conducted and Inland Mechanical Construction, Inc. was determined to be the lowest responsive and responsible bidder.

On April 5, 2011, the County of Riverside received a letter from Cora Contractors, Inc., the first lowest bidder, in reference to the bid proposal they submitted for the SWJC Cogeneration Plant Redesign project. Cora Contractors formally requested their bid proposal be withdrawn due to clerical calculation errors. County Counsel has reviewed and approved the documents from Cora Contractors to withdraw their bid and determined they were within the 5 business day timeline and had provided sufficient information of their errors per the Public Contract Code. The Economic Development Agency asks that the Board of Supervisors relieve Cora Contractors, Inc. from their bid proposal, pursuant to Public Contract Code Section 5100 et seq., waive any minor irregularities in the bid from Inland Mechanical Construction and award to Inland Mechanical Construction.

PROJECT BUDGET:

The approximate allocation of the project budget is as follows:

Design	\$ 62,548
Specialty Inspections and Testing	\$ 45,000
Construction	\$634,000
Project Management	\$ 57,500
Project Contingency	<u>\$ 59,236</u>
TOTAL	\$858,284

FINANCIAL IMPACT:

All costs associated with this project will be fully funded through the Capital Fund Designation in the amount of \$500,000 and Deferred Maintenance in the amount of \$358,284, thus no net county costs will be incurred.

AGREEMENT FORM

THIS AGREEMENT, entered into this 26th day of April, 2011, by and between Inland Mechanical Construction, Inc., 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 **Southwest Justice Center Cogeneration Plant Redesign Project**, (Project #20110127). In strict accordance with the Plans and Specifications dated December 2010 prepared by **DCGA Engineers** 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 ninety (90) 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 Six hundred thirty-four thousand dollars (\$634,000.00) being the total of the base bid plus the following addenda: 1, --, --. 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: Corporation

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

Firm Name: Inland Mechanical Construction, Inc.
Address: 571-C Crane Street Lake Elsinore, CA 92530
Contractor's License No.: 198273

IF OTHER THAN CORPORATION EXECUTE HERE

Signature: _____
Title: _____

IF CORPORATION, FILL OUT FOLLOWING AND EXECUTE

Name of President of Corporation: John D. Basse

Name of Secretary of Corporation: Carol A. Winn

Corporation is organized under the laws of State of California

Signature: _____

Title: President

Owner: COUNTY OF RIVERSIDE

Signature: Bob Buster

Title: Chairman - Board of Supervisors

BOB BUSTER

Attest: Clerk - Board of Supervisors

By: Kecia Harper-Ihem

Title: _____

Affix Seal
If
Corporation

FORM APPROVED COUNTY COUNSEL
BY: Marshall Victor 5/16/11 DATE
MARSHAL VICTOR

JUN 07 2011 3.34

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside



On April 26, 2011 before me, Carol A. Winn, Notary Public
Date Here Insert Name and Title of the Officer

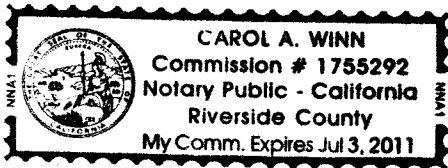
personally appeared John D. Basse
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature 
Signature of Notary Public



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: Agreement

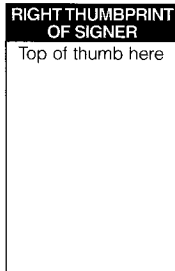
Document Date: April 26, 2011 Number of Pages: 1

Signer(s) Other Than Named Above: none

Capacity(ies) Claimed by Signer(s)

Signer's Name: John D. Basse

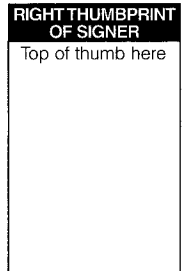
- Individual
- Corporate Officer — Title(s): President
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: Inland Mechanical Construction

Signer's Name: _____

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



Signer Is Representing: _____

PERFORMANCE BOND

Bond # 2617072
Premium \$11,608.00

The makers of this Bond, Inland Mechanical Construction, Inc., as Principal, and Great American Insurance Company as Surety, are held and firmly bound unto County of Riverside, hereinafter called the Owner, in the sum of Six hundred thirty four thousand (\$ 634,000) 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 April 26, 2011 for **Southwest Justice Center Cogeneration Plant Redesign Plant**.

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 27th Day of April, 2011.

Inland Mechanical Construction, Inc.

(Firm Name - Principal)

571-C Crane St., Lake Elsinore, CA 92530

Seal

(Business Address)

Affix

if
Corporation

By:

Stew. B.

(Signature - Attach Notary's Acknowledgment)

Vice-President

(Title)

Great American Insurance Company

(Corporation Name - Surety)

750 City Dr. South, Suite 300, Orange, CA 92868

(Business Address)

By:

Richard C. Lloyd
(Signature - Attach Notary's Acknowledgment)

Richard C. Lloyd
ATTORNEY-IN-FACT

(Title-Attach Power of Attorney)

Affix

Corporate
Seal

State of California)
County of Orange)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On 4/27/11 before me, Susan A. Lloyd, a Notary Public,
(here insert name and title of the officer)

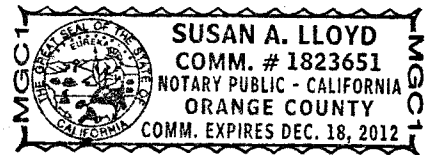
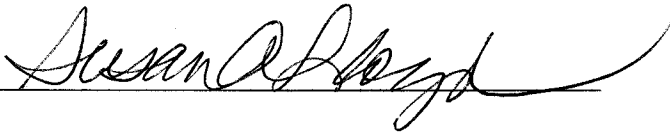
personally appeared Richard C. Lloyd

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

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

WITNESS my hand and official seal.

Signature



(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Performance bond

containing 1 pages, and dated 4/27/11

The signer(s) capacity or authority is/are as:

- Individual(s)
 Attorney-in-Fact
 Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

Additional Signer(s) Signer(s) Thumbprint(s)

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 580 WALNUT 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 ONE

No. 0 13872

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 its true and lawful attorney-in-fact, for it and in its name, place and stead to execute in 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
RICHARD C. LLOYD	NEWPORT BEACH, CALIFORNIA	\$75,000,000.00

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 5th day of, MAY, 2006.

Attest

GREAT AMERICAN INSURANCE COMPANY

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (513-369-3811)

On this 5th day of MAY, 2006, 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 the 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.

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 March 1, 1993.

RESOLVED: That the Division President, the several Division Vice Presidents and 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 or 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, RONALD C. HAYES, 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 March 1, 1993 have not been revoked and are now in full force and effect.

Signed and sealed this 27th day of, April, 2011

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On Apr. 27, 2011 before me, Carol A. Winn, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared John W. Basse
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: Performance Bond

Document Date: Apr. 27, 2011 Number of Pages: 1

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: John W. Basse

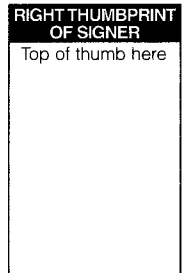
- Individual
- Corporate Officer — Title(s): Vice-President
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: Inland Mechanical Construction

Signer's Name: _____

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



Signer Is Representing: _____

PAYMENT BOND

Bond #2617072

Premium: Included in Performance Bond

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

Inland Mechanical

The makers of this Bond are Construction, Inc. as Principal and Original Contractor and Great American Insurance Company, 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 April 26, 2011 between Principal and County of Riverside, a public entity, as owner, for Six hundred thirty four thousand-- dollars (\$ 634,000.00) the total amount payable. THE AMOUNT OF THIS BOND IS 100% OF SAID SUM. Said contract is for public work of: **Southwest Justice Center Cogeneration Plant Redesign Project.**

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

Signed and Sealed this 27th Day of April 2011.

Inland Mechanical Construction, Inc.

(Firm Name - Principal)

571-C Crane, Lake Elsinore, CA 92530

(Business Address)

Affix Seal
if
Corporation

By: *J. W. B...*
(Signature - Attach Notary's Acknowledgment)

Vice-President
(Title)

Great American Insurance Company

(Corporation Name - Surety)

750 City Dr. South, Suite 300, Orange, CA 92868

(Business Address)

Affix
Corporate
Seal

By: *Richard C. Lloyd*
(Signature - Attached Notary's Acknowledgment)

Richard C. Lloyd
ATTORNEY-IN-FACT
(Title-Attach Power of Attorney)

State of California)
County of Orange)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On 4/27/11 before me, Susan A. Lloyd, a Notary Public,
(here insert name and title of the officer)

personally appeared Richard C. Lloyd

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

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

WITNESS my hand and official seal.

Signature



(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Payment bond

containing 1 pages, and dated 4/27/11

The signer(s) capacity or authority is/are as:

- Individual(s)
 Attorney-in-Fact
 Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

- Additional Signer(s) Signer(s) Thumbprint(s)

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 580 WALNUT 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 ONE

No. 0 13872

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 its true and lawful attorney-in-fact, for it and in its name, place and stead to execute in 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
RICHARD C. LLOYD	NEWPORT BEACH, CALIFORNIA	\$75,000,000.00

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 5th day of, MAY, 2006.

Attest

GREAT AMERICAN INSURANCE COMPANY

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (513-369-3811)

On this 5th day of MAY, 2006, 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 the 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.

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 March 1, 1993.

RESOLVED: That the Division President, the several Division Vice Presidents and 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 or 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, RONALD C. HAYES, 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 March 1, 1993 have not been revoked and are now in full force and effect.

Signed and sealed this 27th day of, April, 2011

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California }
County of Riverside }

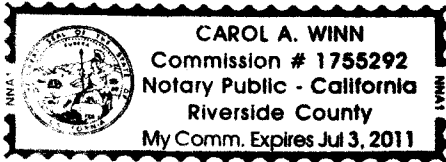
On Apr. 27, 2011 before me, Carol A. Winn, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared John W. Basse
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: Payment Bond

Document Date: Apr. 27, 2011 Number of Pages: 1

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: John W. Basse Signer's Name: _____

Corporate Officer — Title(s): Vice-President Corporate Officer — Title(s): _____

Individual Partner — Limited General Individual

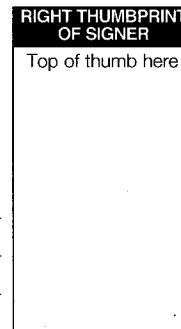
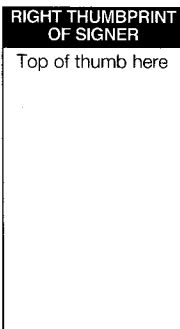
Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: Inland Mechanical Construction Signer Is Representing: _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
04/26/11

PRODUCER K-C Insurance Agency, Inc.
P.O. BOX 1
Moreno Valley, CA 92556
Phone (951) 247-1104 Fax (951) 247-5668

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Inland Mechanical Construction, Inc.
571-C Crane St.
Lake Elsinore, CA 92530-

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Scottsdale Insurance Company.	41297
INSURER B: Nationwide Mutual Insurance Company	23787
INSURER C: State Compensation Insurance Fund	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

THE POLICIES OF INSURANCE LISTED HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	BCS0023745	12/31/10	12/31/11	EACH OCCURRENCE	1000000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) 50000 MED EXP (Any one person) PERSONAL & ADV INJURY 1000000 GENERAL AGGREGATE 2000000 PRODUCTS - COMP/OP AGG 2000000	
B		AUTOMOBILE LIABILITY	ACPBA7842431183	12/31/10	12/31/11	COMBINED SINGLE LIMIT (Ea accident)	1000000
		<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS <input type="checkbox"/> <input type="checkbox"/>				BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY				<input type="checkbox"/> ANY AUTO <input type="checkbox"/>	AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG
A		EXCESS/UMBRELLA LIABILITY	XLS0071373	12/31/10	12/31/11	EACH OCCURRENCE	4,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				AGGREGATE	4,000,000
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	7683028-2011	01/01/11	01/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT 1000000	
		OTHER				E.L. DISEASE - EA EMPLOYEE 1000000 E.L. DISEASE - POLICY LIMIT 1000000	
B		Installation Floater	ACP CIM 784243118	12/31/10	12/31/11	\$635,000	\$1,000 Ded.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: Southwest Justice Center Cogeneration Plant Redesign
Project #20110127
Certificate holder is named as Additional Insured per the attached endorsements.

CERTIFICATE HOLDER

County of Riverside
P. O. Box 1180
Riverside, CA 92502

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~EXPIRE~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT SHALL BE VOID SO FAR AS TO THE POLICY OR POLICIES~~ BY AND THROUGH THE INSURER'S AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Maren Moore

POLICY NUMBER BCS0023745

G 20 10 11 85

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – OWNERS, LESSEES, OR CONTRACTORS

(FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Name of Person or Organization:

County of Riverside
P. O. Box 1180
Riverside, CA 92502

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to the liability arising out of “your work” for that insured by or for you.

INSURED: Inland Mechanical Construction, Inc.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS! COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

County of Riverside
P. O. Box 1180
Riverside, CA 92502

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV— Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "Your work done under a contract with that person or organization and included in the 'products- completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

Name of Person or Organization:

County of Riverside
P. O. Box 1180
Riverside, CA 92502

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - BUSINESS AUTO CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above to the extent required of you by a written contract executed prior to any "accident" because of payments we make for damages under this coverage form. This waiver applies only to the person or organization shown in the Schedule above.

All terms and conditions of this policy apply unless modified by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name of Person(s) or Organization(s):

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

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P.O. BOX 420807, SAN FRANCISCO,CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 04-26-2011

GROUP:
POLICY NUMBER: 7683028-2011
CERTIFICATE ID: 81
CERTIFICATE EXPIRES: 01-01-2012
01-01-2011/01-01-2012

COUNTY OF RIVERSIDE
PO BOX 1180
RIVERSIDE CA 92502-1180

SK

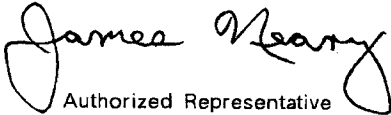
JOB: SOUTHWEST JUSTICE CENTER

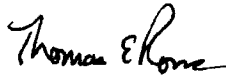
This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.


Authorized Representative


President and CEO

THIS CERTIFICATE IS PART OF AN ADR FAMILY THAT ALSO INCLUDES THE FOLLOWING POLICIES:

6683028-11

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 01-01-2008 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

ENDORSEMENT #2570 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2011-04-26 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME: COUNTY OF RIVERSIDE

EMPLOYER

INLAND MECHANICAL CONSTRUCTION INC
571 CRANE ST STE C
LAKE ELSINORE CA 92530

SK

[B10,SP]

PRINTED : 04-26-2011

**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 W. Basse
Inland
Mechanical Construction, Inc.

Principal

Vice-President

Title

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