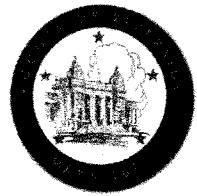


**SUBMITTAL TO THE BOARD OF DIRECTORS OF THE
REDEVELOPMENT AGENCY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

363



FROM: Redevelopment Agency

SUBMITTAL DATE:
June 28, 2011

SUBJECT: Jurupa Valley Sheriff's Evidence Warehouse – Award of Construction Contract

RECOMMENDED MOTION: That the Board of Directors:

1. Approve Addenda Nos. 1 through 4 to the plans and specifications that were issued to all plan holders prior to the June 20, 2011 bid opening;
 2. Award the construction contract to PCN3, Inc. as the lowest responsive bidder in the amount of \$3,195,540 which includes bid alternates 1 through 4; and
- Authorize the Chairman to execute the contract documents on behalf of the Board.

BACKGROUND: (Commences on Page 2)

Robert Field

Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 3,195,540	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: No

SOURCE OF FUNDS: Jurupa Valley Redevelopment Capital Improvement Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

Jennifer L. Sargent
BY: Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY

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: July 26, 2011
xc: RDA, Auditor, CIP

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

Prev. Agn. Ref.: 4.3 of 5/10/11, 4.2 of 8/31/10 **District:** 2 **Agenda Num:** 4.7

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: *Christina Harris* 6/29/11
TANYA S. HARRIS, CPA

FORM APPROVED COUNTY COUNSEL
BY: *Marshall Victor* 6/28/11 DATE
MARSHALL VICTOR

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

Departmental Concurrence
REVIEWED BY CIP
Christopher Harris
Christopher Harris

BACKGROUND:

On May 10, 2011, the Board of Directors approved the total project budget as well as the plans and specifications for the Jurupa Valley Sheriff's Evidence Warehouse project and authorized the Clerk of the Board to advertise for bids. The project consists of a new 10,000 square foot warehouse including parking lot expansion, lighting, and a new secured front lobby.

During the advertisement period, four (4) addenda were issued to the plans and specifications for the project. Bidders are required to acknowledge and take into account the issued addenda on their bid proposal to be considered for award. The addenda were issued to clarify and modify the approved project contract documents. The addenda are attached.

On June 20, 2011, 21 bids were received. The Redevelopment Agency (RDA) and County Counsel reviewed the four lowest bids for the project. PCN3, Inc. was the apparent low bidder. There was a letter of protest filed by the third low bidder, Hamel Contracting Inc., against both the first and second low bidders. There was also a protest filed by the fourth low bidder, Woodcliff Corporation, against the three low bidders. The grounds for both protests are summarized in the attached response letters from County Counsel. The low bid by PCN3, Inc. has been found to be responsive and the issues raised in the protest letter do not provide a basis to change that finding and the recommendation of award. Therefore it is recommended that the Board award the construction contract to PCN3, Inc. in the amount of \$3,195,540.

Attachments:

- Addenda Nos. 1 through 4 to the plans and specifications
- Construction agreement documents between PCN3, Inc. and the Redevelopment Agency for the County of Riverside
- Bid protest response letters from County Counsel

AGREEMENT FORM

THIS AGREEMENT, entered into this 27th day of June, 2011, by and between PCN3, INC., hereinafter called the "Contractor", and the Redevelopment Agency for 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 construction of the **Jurupa Sheriff's Evidence Warehouse** project. In strict accordance with the Plans and Specifications dated May 2011 prepared by Holt Architects 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 three hundred thirty-five (335) 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 Three Million One hundred ninety five thousand five hundred and forty dollars (\$ 3,195,540.00-----) being the total of the base bid, alternates 1, 2, 3, 4, plus the following addenda: 1, 2, 3 & 4. 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.

Homayoun Abghari, Babak Abghari

Firm Name: PCN3, INC.

Address: 5450 Katella Ave. #104, Los Alamitos, CA, 90720

Contractor's License No.: 786518

IF OTHER THAN CORPORATION EXECUTE HERE

Signature: n/a

Title: n/a

Affix Seal
If
Corporation

IF CORPORATION, FILL OUT FOLLOWING AND EXECUTE

Name of President of Corporation: Homayoun Abghari

Name of Secretary of Corporation: Babak Abghari

Corporation is organized under the laws of State of California

Signature: [Signature] 6/27/11

Title: Vice-president / Secretary

Owner: COUNTY OF RIVERSIDE REDEVELOPMENT AGENCY

Signature: [Signature]

Title: Chairman - Board of Directors

BOB BUSTER,

ATTEST:

KECIA HARPER-JHEM, Clerk

J:\RVC - County of Riverside\04 Jurupa Evidence Warehouse\Specifications\Specifications\5.11.11
BID PACKAGE_Jurupa Sheriff Warehouse.doc

FORM APPROVED COUNTY COUNSEL

BY: [Signature] 6/28/11
MARSHAL VICTOR DATE

JUL 9 6 2011 4.7

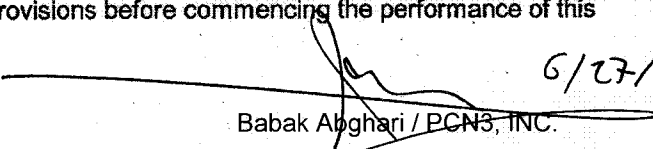
**CONTRACTOR'S CERTIFICATE
REGARDING WORKERS' COMPENSATION**

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.

6/27/11

Babak Abghari / PCN3, INC.

Principal

n/a -----

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.)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/23/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MOOTHART INSURANCE AGENCY INC P O BOX 1100 3532 KATELLA AVE. SUITE 202 LOS ALAMITOS CA 90720-1100	CONTACT NAME: JON G. MOOTHART PHONE (A/C No. Ext): 562-598-2481 FAX (A/C, No): 562-596-0233 E-MAIL ADDRESS: MOOTHARTINS@HOTMAIL.COM PRODUCER CUSTOMER ID#: PCN100													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: MT. HAWLEY INSURANCE COMPANY</td> <td>37974</td> </tr> <tr> <td>INSURER B: MERCURY CASUALTY COMPANY</td> <td>11908</td> </tr> <tr> <td>INSURER C: NATIONAL UNION FIRE INS. CO.</td> <td>19445</td> </tr> <tr> <td>INSURER D: STATE COMPENSATION INS. FUND</td> <td>35076</td> </tr> <tr> <td>INSURER E: THE HARTFORD</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: MT. HAWLEY INSURANCE COMPANY	37974	INSURER B: MERCURY CASUALTY COMPANY	11908	INSURER C: NATIONAL UNION FIRE INS. CO.	19445	INSURER D: STATE COMPENSATION INS. FUND	35076	INSURER E: THE HARTFORD		INSURER F:
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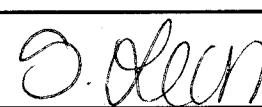
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			MGL0173033	01/13/2011	01/13/2012	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000	
			X				X	PERSONAL & ADV INJURY	\$ 1,000,000
								GENERAL AGGREGATE	\$ 2,000,000
								PRODUCTS - COMP/OP AGG	\$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:									
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$		
B	AUTOMOBILE LIABILITY			CCA 0007645	11/28/2010	11/28/2011	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS							\$	
	<input checked="" type="checkbox"/> NON-OWNED AUTOS							\$	
		X	X				\$		
C	UMBRELLA LIAB			BE021351983	01/13/2011	01/13/2012	EACH OCCURRENCE	\$ 5,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 5,000,000	
							PRODUCTS & COMP OPS AGG	\$ 5,000,000	
	DEDUCTIBLE						CRISIS RESPONSE LIMIT	\$ 250,000	
	RETENTION \$								
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			1949445-2011	04/01/2011	04/01/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
E	ENLAND MARINE EQUIPMENT			72 MS NK4076 K2	09/28/2010	09/28/2011	OWNED/ LEASED-RENTED	\$492,496/\$500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER TO BE NAMED AS ADDITIONAL INSURED, CONTRACTUAL LIABILITY COVERAGE IS INCLUDED IN POLICY CG 00 01 12007 ENDORSEMENT. WAIVER OF SUBROGATION ENDORSEMENT ATTACHED.

CERTIFICATE HOLDER Riverside Community Collage District, and Riverside Community College District's Construction Manager, Architect, Inspector, the State of California, their Officers, Employees, Agents and Independent Contractors 4080 Lemon Street Riverside Ca 92501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

The County, the Agency, Their Director's Officers, special Districts, Board of Supervisors, employees, agents or representatives.

County of Riverside

Attn: Economic Development Agency

PO Box 1180, Riverside, Ca. 92502-1180

RE: Evidence Warehouse for Sheriff's Department located at 7477 Mission Blvd.,
Riverside, Ca. 92509

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

The **Transfer Of Rights Of Recovery Against Others To Us** Condition (**SECTION IV – COMMERCIAL GENERAL LIABILITY 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 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.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS (FORM C)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

(If no entry appears below, 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 liability arising out of "your work" for that insured by or for you.

To the extent required under contract, this policy will apply as primary insurance to additional insureds scheduled below and other insurance which may be available to such additional insureds will be non-contributory.

Section IV., Condition 4., of this policy is amended accordingly.

SCHEDULE

Name of Person or Organization:

The County, the Agency, Their Director's Officers, special Districts, Board of Supervisors, employees, agents or representatives.

County of Riverside

Attn: Economic Development Agency

PO Box 1180, Riverside, Ca. 92502-1180

RE: Evidence Warehouse for Sheriff's Department located at 7477 Mission Blvd.,
Riverside, Ca. 92509

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- B.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

SCHEDULE

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

All persons or organizations where required by written contract.


Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number

POLICY NUMBER CCA0007645 Policy Term: 11/28/2010-11/28/2011	POLICY CHANGES EFFECTIVE 6/24/2011	COMPANY Mercury Casualty Company
NAMED INSURED PCN3 Inc		AUTHORIZED REPRESENTATIVE
COVERAGE PARTS AFFECTED		
<p style="text-align: center;">CHANGES <u>WAIVER OF SUBROGATION</u></p> <p>If required by written contract or agreement, we waive any right of recovery we may have against an entity that is an additional insured per the terms of this endorsement because of payments we make for injury or damage arising out of "your work" done under a contract with that person or organization.</p>		



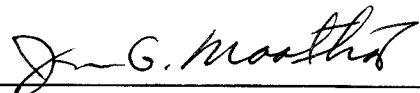
Authorized Representative Signature

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number 7

POLICY NUMBER CCA0007645 Policy Term: 11/28/2010-11/28/2011	POLICY CHANGES EFFECTIVE 6/24/2011	COMPANY Mercury Casualty Company
NAMED INSURED PCN3 Inc		AUTHORIZED REPRESENTATIVE
COVERAGE PARTS AFFECTED		
<p style="text-align: center;">CHANGES</p> <p>It is agreed and understood that the following are listed as additional insureds as covered by this policy:</p> <p>The County of Riverside, Agency, their Director's Officers, Special Districts, Board of Supervisors, employees, agents or representatives Attn: Economic Development Agency PO Box 1180 Riverside, CA 92502-1180</p>		



Authorized Representative Signature

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury."

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract," provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract," reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage," provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;

- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract."

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:



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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 06-24-2011

GROUP:
POLICY NUMBER: 1949445-2011
CERTIFICATE ID: 13
CERTIFICATE EXPIRES: 04-01-2012
04-01-2011/04-01-2012
THIS CERTIFICATE SUPERSEDES AND CORRECTS
CERTIFICATE # 12 DATED 06-24-2011

COUNTY OF RIVERSIDE
4080 LEMON ST
RIVERSIDE CA 92501-3609

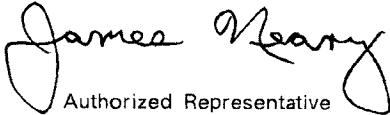
SG

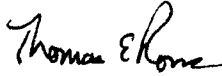
This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

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

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

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2011-06-23 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED: COUNTY OF RIVERSIDE

ENDORSEMENT #1600 - BABAK ABGHARI V PRES - EXCLUDED.

ENDORSEMENT #1600 - HOMAYOUN ABGHARI PRES, SEC, TREAS - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 04-01-2011 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

ENDORSEMENT #2570 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2011-06-23 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME: COUNTY OF RIVERSIDE

EMPLOYER

PCN3, INC
5450 KATELLA AVE STE 104
LOS ALAMITOS CA 90720

SG

[ALR,CN]

PRINTED : 06-24-2011

WAIVER OF SUBROGATION NOTICE

Enclosed is your copy of a certificate of insurance on which the certificate holder required a waiver of subrogation:

1. Please be advised that a waiver of subrogation requires that a 3% surcharge will be applied by State Fund ONLY to the premium assessed on the payroll of your employees earned while engaged in work for that certificate holder who requested the waiver. (Note: if you have no employee payroll on that job, then there is no charge.)
2. To apply the 3% surcharge, you must also agree to maintain accurately segregated payroll records for employees engaged in work on job/s for the certificate holder who has the waiver. The payroll records are subject to verification by an auditor.

Example:

Payroll for job:	\$5,000.00	
Sample Rate:	13.30%	

Regular Premium equals:	\$ 665.00	
Surcharge:	3.00%	

Additional Waiver charge:	\$ 19.95	
Total premium equals	\$ 684.95	(665.00 + 19.95)

BOND NO. 6552437
Premium: \$29,022.00

PERFORMANCE BOND

Premium Based On
Final Contract Price

First National

The makers of this Bond, PCN3, Inc., as Principal, and Insurance Company of America, as Surety, are held and firmly bound unto the Redevelopment Agency for the 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. *Three Million, One Hundred Ninety-Five Thousand, Five Hundred Forty and no/100 Dollars (\$3,195,540.00)
The condition of this obligation is such that whereas the Principal entered into a certain contract, hereto attached, with the Owner, dated _____, 2011 for The Jurupa Sheriff's Evidence Warehouse.

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 23rd Day of June, 2011.

PCN3, INC.
(Firm Name - Principal)
5450 Katella Ave., #104, Los Alamitos, CA
(Business Address) 90720

Affix Seal
if
Corporation

By: [Signature]
(Signature - Attach Notary's Acknowledgment)
vice-president
(Title)

FIRST NATIONAL INSURANCE COMPANY OF AMERICA
(Corporation Name - Surety)
333 City Bl., West, #300, Orange, CA 92868
(Business Address)

Affix
Corporate
Seal

By: [Signature]
(Signature - Attach Notary's Acknowledgment)
Gracie Lopez, Attorney-in-Fact
ATTORNEY-IN-FACT
(Title-Attach Power of Attorney)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

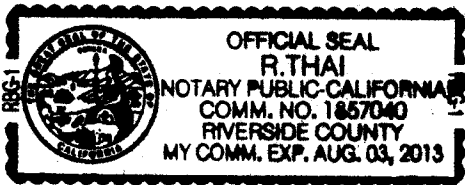
State of California

County of DIVERSIOZ

On 06-28-2011 before me, R. THAI NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appear BABAK ABGHARI
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.



Place Notary Seal Above

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 R. Thai
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: PERFORMANCE BOND

Document Date: 06-28-11

Number of Pages: 01

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 Los Angeles

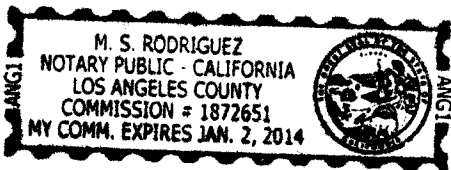
On June 23, 2011 before me, M. S. Rodriguez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared GRACIE LOPEZ
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 M. S. Rodriguez
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: _____

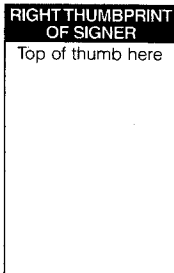
Signer(s) Other Than Named Above: _____

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: _____

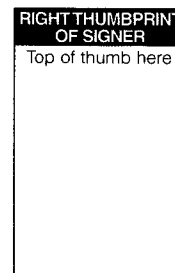
Signer Is Representing: _____



Signer's Name: _____

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

Signer Is Representing: _____



BOND NO. 6552437
Premium Included in
Performance Bond.

PAYMENT BOND

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

The makers of this Bond are PCN3, Inc., 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 Redevelopment Agency for the County of Riverside, as owner, for
** dollars (\$3,195,540.00) the total amount
payable. THE AMOUNT OF THIS BOND IS 100% OF SAID SUM. Said contract is for public work of: the
Jurupa Sheriff's Evidence Warehouse. *First National Insurance Company of America.
**Three Million, One Hundred Ninety-Five Thousand, Five Hundred Forty & no/100--
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 23rd Day of June, 2011.

PCN3, INC.
(Firm Name - Principal)

5450 Katella Ave., #104, Los Alamitos, CA
(Business Address) 90720

Affix Seal
if
Corporation

By: [Signature]
(Signature - Attached Notary's Acknowledgment)
vice-president
(Title)

FIRST NATIONAL INSURANCE COMPANY OF AMERICA
(Corporation Name - Surety)

333 City Bl., West, #300, Orange, CA 92868
(Business Address)

Affix
Corporate
Seal

By: [Signature]
(Signature - Attached Notary's Acknowledgment)
Gracie Lopez, Attorney-in-Fact
ATTORNEY-IN-FACT
(Title-Attach Power of Attorney)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

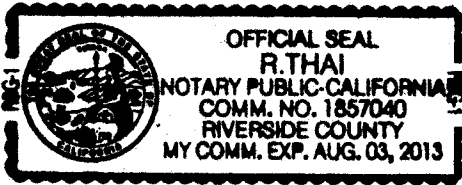
State of California

County of RIVERSIDE

On 06-28-2011 before me, D. THAI NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared BABAK ABGHARI
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.



Place Notary Seal Above

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 D. Thai
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: 06-28-11 Number of Pages 01

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 Los Angeles

On June 23, 2011 before me, M. S. Rodriguez, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared GRACIE LOPEZ

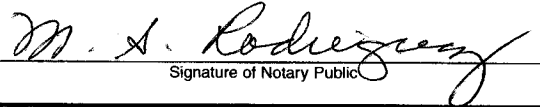
Name(s) of Signer(s)

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.

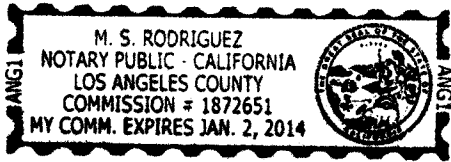
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

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.

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Document Date: _____ Number of Pages: _____

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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



POWER OF ATTORNEY

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

KNOW ALL BY THESE PRESENTS:

No. 13263

That **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**, a Washington corporation, does hereby appoint
*****VANESSA GUTIERREZ; GRACIE LOPEZ; PIETRO MICCICHE; MARGARET RODRIGUEZ; PATRICIA ZENIZO;
Los Angeles, 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

T. A. Mikolajewski

Timothy A. Mikolajewski, Vice President

CERTIFICATE

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

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

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

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

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

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

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

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

this 23rd day of June, 2011



Dexter R. Legg

Dexter R. Legg, Secretary

PAMELA J. WALLS
County Counsel

OFFICE OF COUNTY COUNSEL
COUNTY OF RIVERSIDE

3960 ORANGE STREET, SUITE 500
RIVERSIDE, CA 92501-3674
TELEPHONE: 951/955-6300
FAX: 951/955-6322 & 951/955-6363



KATHERINE A. LIND
Assistant County Counsel

June 23, 2011

Michael Budd
Hamel Contracting Inc.
26341 Jefferson Ave, Suite B
Murrieta, CA 92562

By via Facsimile (951) 600-3951 and U.S. Mail

Re: Bid Protest: Jurupa Sheriff's Evidence Warehouse
Bid Date: 6/20/2011

Dear Mr. Budd:

This office is the civil legal advisor to the Board of Supervisors of the County of Riverside and its various departments and special districts, including the Redevelopment Agency of the County of Riverside ("Agency"). This office has reviewed the bids submitted on this project in conjunction with the Redevelopment Agency project team. We have also received and reviewed your letter dated June 21, 2011 regarding the bids by PCN3 Inc. ("PCN3") and Keeton Construction Company.

Your letter raised a protest with regard to the low bid by PCN3, and the second low bid by Keeton Construction Company. Given the results of the review of the bid by PCN3, we will not address the protest with regard to the bid by Keeton Construction Company.

Your letter raised one basic argument with regard to the bid by PCN3 – that PCN3 failed to list subcontractors for trades that were required to be listed. You listed three trades: Fire Sprinklers; Plumbing; HVAC.

As you note in your letter, the Business and Professions Code requires that a contractor taking a contract for work involving fire sprinklers must have the necessary specialty license, or must subcontract out the work. In this case, PCN3 does not have a C-16 license to perform fire sprinkler work. The bid by PCN3 however does contain a listing for a subcontractor to do this work. As the second subcontractor on their list, they have "Fire Sprinkler system – Amco Fire Protection Inc.". Amco Fire Protection Inc. is listed on the Contractors State License Board website as holding a C-16 license.

With regard to the plumbing and HVAC work, Business and Professions Code Section 7058(b) provides that a General Building contractor with a "B" license may take a prime contract that

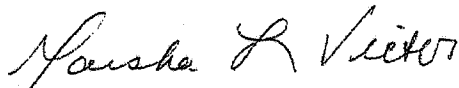
Letter to Hamel Contracting Inc.
Bid Protest: Jurupa Sheriff's Evidence Warehouse
June 23, 2011
Page 2

includes self-performing specialty trade work as long as the contract includes two or more unrelated trades not including framing and carpentry; provided however, that the contractor would have to hold the appropriate license for Fire Protection (C-16) and Well Drilling (C-57) work. Given the nature and extent of the size of this project, it does involve two or more unrelated trades not counting framing and carpentry and therefore a general contractor such as PCN3 with a "B" license may perform the plumbing and HVAC work.

In sum, we find the bid by PCN3 to be responsive, and the Agency project team will be moving forward to recommend award at the July 12, 2011 meeting of the Board. We appreciate the interest by Hamel Contracting in Redevelopment Agency projects and invite them to keep checking the website for further bidding opportunities.

Respectfully,

PAMELA J. WALLS
County Counsel



MARSHA L. VICTOR
Principal Deputy County Counsel

MLV/tr

cc: Rebecca Tsagris
Redevelopment Agency

PAMELA J. WALLS
County Counsel

OFFICE OF COUNTY COUNSEL
COUNTY OF RIVERSIDE

3960 ORANGE STREET, SUITE 500
RIVERSIDE, CA 92501-3674
TELEPHONE: 951/955-6300
FAX: 951/955-6322 & 951/955-6363



KATHERINE A. LIND
Assistant County Counsel

June 23, 2011

by Facsimile (310) 312-1403 and U.S. Mail

Farshid Nehoray
Woodcliff Corporation
General Contractors
1849 Sawtelle Blvd, Suite 610
Los Angeles, CA 90025

Re: Bid Protest: Jurupa Sheriff's Evidence Warehouse
Bid Date: 6/20/2011

Dear Mr. Nehoray:

This office is the civil legal advisor to the Board of Supervisors of the County of Riverside and its various departments and special districts, including the Redevelopment Agency of the County of Riverside ("Agency"). This office has reviewed the bids submitted on this project in conjunction with the Redevelopment Agency project team. We have also received and reviewed your letter dated June 22, 2011 regarding the bids by PCN3 Inc. ("PCN3"), Keeton Construction Company ("Keeton"), and Hamel Contractors ("Hamel").

Your letter raised one ground of protest with regard to the bids submitted by each of these three bidders. You reference specification section 10685 with regard to Mobile Storage Systems and note that the only approved manufacturer is Space Savers Corporation by McMurray Stern, Inc. While this shelving system is the only one specified by name, pursuant to the requirements of Public Contract Code Section 3400, Section 5.3 of the General Conditions of this bid package states that wherever the brand or manufacturer of an article is specified, it is used as a measure of quality and utility or as a standard. Section 5.3 further provides: "Except in those instances where the product is designated to match others presently in use, specifications calling for a designated material, product . . . by specific brand or trade name shall be followed by the words "or equal" so that bidders may propose any equal material, product . . . in their bid. . . . The Contractor shall have thirty-five (35) days after the award of the Contract for submission of data substantiating substitution of "equal" items. . . ." The reference to the use of the substitution procedure in Section 5 of the General Conditions is contained throughout this specification package.

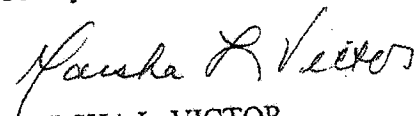
The Agency did not mandate there could be no substitutions for this product; it is therefore subject to the substitution of an "equal" as allowed by the Code and in accordance with the bid specifications package. At this time therefore, we cannot conclude that the bid is non-responsive on this basis.

Letter to Woodcliff Corporatio
Bid Protest: Jurupa Sheriff's Evidence Warehouse
June 23, 2011
Page 2

In sum, we find the low bid by PCN3 to be responsive, and the Agency project team will be moving forward to recommend award at the July 12, 2011 meeting of the Board. We appreciate the interest by Woodcliff Corporation in Redevelopment Agency projects and invite them to keep checking the website for further bidding opportunities.

Respectfully,

PAMELA J. WALLS
County Counsel



MARSHA L. VICTOR
Principal Deputy County Counsel

MLV/tr

cc: Rebecca Tsagris
Redevelopment Agency



MEMORANDUM
EXECUTIVE OFFICE, COUNTY OF RIVERSIDE

Bill Luna
County Executive Officer

Jay E. Orr
Assistant County Executive Officer

TO: Kecia Harper-Ihem, COB

FROM: Jay E. Orr, Assistant CEO

DATE: July 7, 2011

RE: CONTINUANCE

Please continue the item below to July 26, 2011:

✓ 4.5 Approval of addenda Nos. 1 through 4 to the Plans and Specifications for the Jurupa Valley Sheriff's Evidence Warehouse Project; and Award of the Construction Contract to PCN3, Inc., 2nd District.

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