

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

722



FROM: Economic Development Agency

SUBMITTAL DATE:
August 4, 2011

SUBJECT: Department of Veterans' Services Office – Award of Contract

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Addenda No.1 to the plans and specifications that were issued to all plan holders prior to the August 8, 2011 bid opening;
2. Waive any minor irregularities and award the construction contract to D. Webb Incorporated as the lowest responsive bidder in the amount of \$213,446 and authorize the Chairman of the Board to execute the contract documents on behalf of the Board; and
3. Authorize the Assistant County Executive Officer/EDA to administer the construction agreement in accordance with applicable Board policies.

BACKGROUND: (Commences on page 2)

Robert Field

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 213,446	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 DIRECTORS AGENDA: No

SOURCE OF FUNDS: 73% Project Management Office Budget, 27% Deferred Maintenance	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 Jennifer L. Sargent

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: August 16, 2011
xc: JUI... EDA, Auditor

Kecia Harper-Ihem
Clerk of the Board
By: *Jennifer L. Sargent*
Deputy

11 AUG 10 5:13 PM
RIVERSIDE COUNTY CLERK
Kecia Harper-Ihem

Prev. Agn. Ref.: 3.23 of 7/12/11; 3.19 of 3/29/11 | **District:** 2 | **Agenda Number:** 3.105

FORM APPROVED COUNTY COUNSEL
BY: *Paul Angulo* 8/10/11 DATE
MARSHA L. VICTOR
Departmental Concurrence

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

BACKGROUND:

On July 12, 2011, the Board of Supervisors approved the plans and specifications for the Department of Veterans' Services Office project and authorized the Clerk of the Board to advertise for bid.

During the advertisement period, one (1) addendum was issued to the plans and specifications for the project. Bidders are required to acknowledge and take into account the issued addendum on their bid proposal to be considered for award. The addendum was issued to clarify and modify the approved project contract documents.

On August 8, 2011, four bids were received. The Economic Development Agency and County Counsel reviewed the bids and found D. Webb Incorporated to be the apparent low bidder. Upon completion of the bid process and review, it was discovered that the reprographic company failed to include the Non-Collusion Affidavit in the contract documents as part of the specifications issued to all contractors, therefore none of the bidders included this in their bid submittals. As apparent low bidder, D. Webb Incorporated immediately upon notification of this oversight confirmed that they would submit an executed Non-Collusion Affidavit as part of its contract package to fulfill this statutory requirement. As the error was on the part of the County's agent, and all bidders received the same specification package, acceptance of the affidavit with the contract submittal does not provide any economic advantage. Therefore it is recommended that the Board find in this instance that the failure to submit the Non-Collusion Affidavit with the bid documents was a minor irregularity and award the construction contract to D. Webb Incorporated in the amount of \$213,446.

All costs associated with this project will be funded by the Project Management Office Budget and Deferred Maintenance.

Attachments:

- Addendum No. 1 to the plans and specifications
- Construction agreement documents between D. Webb Incorporated and County of Riverside

AGREEMENT FORM

THIS AGREEMENT entered into this day of August, 2011, by and between D. Webb Incorporated 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 Office of Veterans services Tenant Improvement Project. In strict accordance with the Plans and Specifications dated June 2011 prepared by Holt Architecture, Inc. & 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 Forty (40) 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 Two hundred thirteen thousand four hundred forty six dollars (\$ 213,446.00) being the total of the base bid, alternates , 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: D. Webb Incorporated
Address: 9040 Fortuna Ave Yucca Valley, CA 92284
Contractor's License No.: 794667

IF OTHER THAN CORPORATION EXECUTE HERE

Signature: _____
Title: _____

Affix Seal
If
Corporation

IF CORPORATION, FILL OUT FOLLOWING AND EXECUTE

Name of President of Corporation: David Webb

Name of Secretary of Corporation: Kristy Webb

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 **KECIA HARPER-IHEM**

By: _____

Title: DEPUTY

AUG 16 2011 3.105

FORM APPROVED COUNTY COUNSEL
By: Marshall Victor 8/16/11
MARSHALL VICTOR DATE



CERTIFICATE OF LIABILITY INSURANCE

OP ID: JC

DATE (MM/DD/YYYY)

08/11/11

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 First Service Inc. Lic. #OC13473 215 Estates Dr. Ste. 1 Roseville, CA 95678 Doug Lindley, CRIS		800-591-9692 800-591-1845	CONTACT NAME: Doug Lindley, CRIS PHONE (A/C, No, Ext): 800-591-9692 E-MAIL ADDRESS: info@firstserviceweb.com PRODUCER CUSTOMER ID #: DWEBB-1	FAX (A/C, No): 800-591-1845
INSURED D Webb Incorporated David Webb 9066 Fortuna Ave Yucca Valley, CA 92284		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Developers Surety & Indemnity		12718
		INSURER B: Everest National Insurance Co.		10120
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

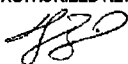
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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			BIS00010608-01	11/07/10	11/07/11	EACH OCCURRENCE	\$ 2,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		<input checked="" type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMPIOP AGG	\$ 2,000,000	
								\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input 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 type="checkbox"/> HIRED AUTOS							\$	
	<input type="checkbox"/> NON-OWNED AUTOS							\$	
								\$	
	UMBRELLA LIAB						EACH OCCURRENCE	\$	
	EXCESS LIAB						AGGREGATE	\$	
	DEDUCTIBLE							\$	
	RETENTION \$							\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			7600006456111	01/01/11	01/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				<input checked="" type="checkbox"/>	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

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

County of Riverside- EDA is shown as Additional Insured with respect to liability arising out of operations performed by named insured. Job: Multiple Locations thru out the County of Riverside.
 *Workers Comp Waiver of Subrogation applies, endorsement to follow

CERTIFICATE HOLDER**CANCELLATION**

COURIVE County of Riverside- EDA 3403 10th St Riverside, CA 92501	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 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

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 any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured, but only to the extent that such person or organization is held liable for your acts or omissions arising out and in the course of your ongoing operations performed for such additional insured. A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to:
1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
 2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. **Primary Insurance** - We will consider this insurance to be primary to other insurance issued directly to additional insured person(s) or organization(s) to which this endorsement applies if a written contract between you and such person(s) or organization(s) specifically requires that we consider this insurance to be primary; and such other insurance shall be excess and shall not contribute to the insurance afforded by this endorsement.
- D. **Waiver of Subrogation** – We waive any right of recovery we may have against the additional insured person(s) or organization(s) to which this endorsement applies because of payments we make for injury or damage arising out of "your work" done under a contract with such person(s) or organization(s).

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/09/2011

PRODUCER
Robert R. Dunn, Agent License#0427148
7248 Joshua Lane
Yucca Valley, CA 92284

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
D Webb Inc.
PO Box 1982
Yucca Valley, CA 92284

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	State Farm Mutual Automobile Insurance Company 25178	25178
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	X	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	202 6165-A08-55	01/08/2011	01/08/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$
A	X		202 6166-A08-55	01/08/2011	01/08/2012	BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

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

**Certificate holder as named additional insured.
Locations throughout the County of Riverside
Includes Waiver of Subrogation in favor of the County of Riverside.**

CERTIFICATE HOLDER

County of Riverside, its Director's Officers, Special Districts, Board of Supervisors, employees, agents or representatives as Additional Insured
3403 10th St
Riverside, CA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**6028AU ADDITIONAL INSURED
(Prior Notice of Termination)**

This endorsement is a part of *your* policy. Except for the changes it makes, all other terms of the policy remain the same and apply to this endorsement. It is effective at the same time as *your* policy unless a different effective date is specified by us in writing.

It is agreed that **LIABILITY — COVERAGE A** of *your* policy is extended to the party named on the declarations page as an Additional Insured. The Additional Insured is subject to the provisions of the policy granting coverage to an *insured* other than *you*. The Additional Insured:

1. has the same right of recovery under this policy as before;
2. is not liable for any premium or other expense under this policy;
3. is not a member of the State Farm Mutual Automobile Insurance Company of Bloomington, Illinois.

This policy will not be changed or terminated as to the interest of the Additional Insured unless we give such insured notice. The number of days' notice we will give is ten unless another number is shown on the declarations page.

6196A.1 WAIVER OF OUR RIGHT TO RECOVER OUR PAYMENTS

This endorsement is part of *your* policy. Except for the changes it makes, all other terms of the policy remain the same and apply to this endorsement. It is effective at the same time as *your* policy unless a different effective date is specified by us in writing.

In consideration of the premium charged for *your* policy we agree that under Condition 3 – **Our Right to Recover Our Payments** we will not exercise the right to recover our payments as respects

EXCEPTION TO CONDITION #3 WAIVER OF SUBROGATION AS RESPECTS COVERAGE A ONLY IN FAVOR OF:

County of Riverside, its Director's Officers, Special Districts, Board of Supervisors, employees, agents or representatives as Additional Insured

POLICYHOLDER: D Webb Inc., PO Box 1982, Yucca Valley, CA 92284

POLICY NUMBER: 202 6165-A08-55, 202 6166-A08-55

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

State of California) ss.
County of Riverside)

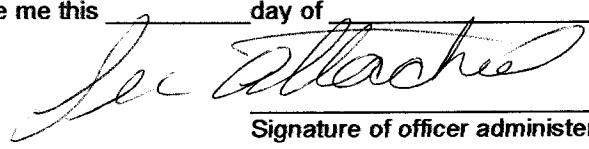
David Webb, being first duly sworn, deposes and says:

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



Signature

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



Signature of officer administering oath

CALIFORNIA JURAT WITH AFFIANT STATEMENT

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____

Signature of Document Signer No. 1 _____ Signature of Document Signer No. 2 (if any) _____

State of California

County of San Bernardino

Subscribed and sworn to (or affirmed) before me on this

9th day of August, 2011, by
Date Month Year

(1) David Brian White,
Name of Signer

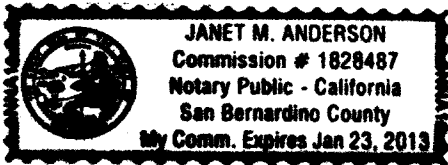
proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (.)

(and

(2) _____,
Name of Signer

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

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.

Further Description of Any Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER #1
Top of thumb here

RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here

Company Profile

INDEMNITY COMPANY OF CALIFORNIA

P.O. BOX 19725
IRVINE, CA 92713
800-782-1546

Former Names for Company

Old Name: TRANSNATIONAL CASUALTY INS CO **Effective Date:** 08-12-1976

Agent for Service of Process

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	25550
NAIC Group #:	0075
California Company ID #:	1926-5
Date authorized in California:	August 20, 1968
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CALIFORNIA

Lines of Insurance Authorized to Transact

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

SURETY

Company Complaint Information

Company Enforcement Action Documents
Company Performance & Comparison Data
Composite Complaint Studies



HOLT ARCHITECTS

ARCHITECTURE AND PLANNING

■ TIMOTHY M. HOLT, A.I.A. ■ JOHN E. HOLT, A.I.A. ■

BID ADDENDUM #01

Project:

Name:	DEPARTMENT OF VETERAN SERVICES REMODEL FOR COUNTY OF RIVERSIDE/EDA	Address:	4342 Orange Street Riverside, CA 92501
Job Number:	RVC.050	File:	Bid Addendum

ADDENDUM ITEMS:

#	PM (Spec)#	Drawing(s)	Regarding	Action	Source
1.	N/A	SPECIFICATIONS	Submittal Schedule	General Contractor will be required to submit all required submittals (7) days from the received Notice to Proceed.	Holt Architects Attachment E
2.	N/A	N/A	Construction Calendar Day Extension	40 Calendar Day Timeline has been extended to 50 Days.	Holt Architects
3.	N/A	A-100 & D-100	Exterior Wall Furring	Please see A-100 and D-100 on blue print drawings. Existing drywall on exterior walls is it to remain? No furring detail shown are we to assume existing drywall to remain as is? Response: No, remove everything. Refer to L15/A100 Note # 3	Millennium RFI # 1.1
4.	08710	I1/A-010	Finish Hardware	Cannot find hardware set on blue prints for doors are they standard? Response: Refer to I1/A-010 (Hardware) Also refer to Attachment A (08710 Finish Hardware)	Millennium RFI # 1.2 Attachment A
5.	N/A	J1/A-400 & A7/A-400	Mail Center @ Hallway	On the blue prints where is A17? on page A-400 I see a A-7. Response: No A17, refer to A7/A-400	Millennium RFI # 1.3
6.	N/A	P-100 & P-200	New Kitchen Sink	On the blue prints where is the detail of cabinet for kitchen sink? (detail A-10 is pointing to counter top). Response: Refer to P-200, plumbing fixture schedule KS-1, plans indicate new kitchen sink & garbage disposal.	Millennium RFI # 1.4
7.	N/A	MECHANICAL	Supply & Return Main Ducts	On the blue prints the supply and return main ducts are not noted- Please define. Response: Refer to A1 & G16/A-110 for supply & return locations as well as mechanical sheets M-100 thru M-600. Also Refer to Attachment C Duct Sizes.	Millennium RFI # 1.5 Attachment C
8.	N/A	G16/A-110	Drywall Ceiling	Where are the details for the drop ceiling in the corridor showing drywall ceiling on sheet A 110? Response: Refer to G16/A-110 RCP Legend (New Hardlid) Also refer to Attachment B (Typical Wood Framing Soffit Detail)	Millennium RFI # 2.6 Attachment B
9.	N/A	G16/A-110	Drywall Ceiling	Where are the details for the soffits shown on sheet A 110?	Millennium RFI # 2.7

ADDENDUM ITEMS:

#	PM (Spec)#:	Drawing(s):	Regarding:	Action:	Source:
10.	N/A	N/A	Permit & Inspection Fees	<p>Response: Refer to G16/A-110 RCP Legend (New Hardlid) Also refer to Attachment B (Typical Wood Framing Soffit Detail)</p> <p>Are we suppose to include an allowance for plan/permits fees? If so, how much? Or, is the County covering this?</p> <p>Response: No, the County is self-permitting, so the permit is being taken care of by the County. There will be a job card and our inspector, who will be the IOR on this project.</p>	Attachment B Millennium RFI # 3.1
11.	10350	SPECIFICATIONS & AS-100	Flag Pole	Pole Tech Flag Manufacturer has been submitted and approved for substitution.	PoleTech
12.	12500	SPECIFICATIONS & D1/A-400	Window Treatments	New roller shades will be applied to the entire exterior windows of the Building. Contractor to refer to Sheet D1/A-400 for the new roller shades by Skyco Shading . Contractor will be responsible to verify size & quantity required. Contractor to provide 4" front fascia to cover roller shade. MechoSystem has also been submitted and approved for substitution.	MechoSystems

Attachments:

Item:	Description:	Pages:
A.	Attachment A – Finish Hardware Specifications & Hardware Sets (Refer to original RFI)	15
B.	Attachment B – Typical Wood Framing Soffit Detail	2
C.	Attachment C – Mechanical Ducting Clarification	1
D.	New Millennium Construction Services RFI 1 thru 3	3
E.	Submittal Schedule	1

*** END OF ADDENDUM ***

SECTION 08 71 00

FINISH HARDWARE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Door Hardware

B. Related Sections:

1. Section 06 20 00 - Finish Carpentry: Finish Hardware Installation
2. Section 07 92 00 - Joint Sealers – exterior thresholds
3. Section 08 11 00 - Metal Doors and Frames
4. Section 08 14 00 - Wood and Plastic Doors
5. Section 08 74 00 - Integrated Security Systems
6. Section 21 09 00 - Fire/Life-Safety System
7. Section 28 13 00 - Security Access Systems

C. Specific Omissions: Hardware for the following is specified or indicated elsewhere.

1. Windows.
2. Cabinets, including open wall shelving and locks.
3. Signs, except where scheduled.
4. Toilet accessories, including grab bars.
5. Installation.
6. Rough hardware.
7. Conduit, junction boxes & wiring.
8. Sliding aluminum doors, except cylinders where detailed.
9. Access doors and panels, except cylinders where detailed.

1.2 REFERENCES:

Use date of standard in effect as of Bid date.

- A. American National Standards Institute – ANSI 156.18 – Materials and Finishes.

- B. ICC/ANSI A117.1 - 1998 – Specifications for making buildings and facilities usable by physically handicapped people.
- C. ADA – Americans with Disabilities Act of 1990
- D. BHMA – Builders Hardware Manufacturers Association
- E. DHI – Door and Hardware Institute
- F. NFPA – National Fire Protection Association
 - 1. NFPA 80 – Fire Doors and Windows
 - 2. NFPA 105 – Smoke and Draft Control Door Assemblies
 - 3. NFPA 252 – Fire Tests of Door Assemblies
- G. UL – Underwriters Laboratories
 - 1. UL10C – Positive Pressure Fire Tests of Door Assemblies.
 - 2. UL 305 – Panic Hardware
- H. WHI – Warnock Hersey Incorporated State of California Building Code
- I. Local applicable codes
- J. SDI – Steel Door Institute
- K. WI – Woodwork Institute
- L. AWI – Architectural Woodwork Institute
- M. NAAMM – National Association of Architectural Metal Manufacturers

1.3 SUBMITTALS & SUBSTITUTIONS

- A. SUBMITTALS: Submit six copies of schedule per Section 01330. Only submittals printed one sided will be accepted and reviewed. Organize vertically formatted schedule into “Hardware Sets” with index of doors and headings, indicating complete designations of every item required for each door or opening. Include following information:
 - 1. Type, style, function, size, quantity and finish of hardware items.
 - 2. Use BHMA Finish codes per ANSI A156.18.
 - 3. Name, part number and manufacturer of each item.
 - 4. Fastenings and other pertinent information.
 - 5. Location of hardware set coordinated with floor plans and door schedule.
 - 6. Explanation of abbreviations, symbols, and codes contained in schedule.
 - 7. Mounting locations for hardware.
 - 8. Door and frame sizes, materials and degrees of swing.

9. List of manufacturers used and their nearest representative with address and phone number.
 10. Catalog cuts.
- B. Bid and submit manufacturer's updated/improved item if scheduled item is discontinued.
 - C. Deviations: Highlight, encircle or otherwise identify deviations from "Schedule of Finish Hardware" on submittal with notations clearly designating those portions as deviating from this section.
 - D. If discrepancy between drawings and scheduled material in this section, bid the more expensive of the two choices, not the discrepancy in the submittal and request direction from Architect for resolution.
 - E. Substitutions per Division 1. Include product data and indicate benefit to the Project. Furnish operating samples on request.
 - F. Furnish as-built/as-installed schedule with closeout documents, including keying schedule, wiring diagrams, manufacturers' installation, adjustment and maintenance information, and supplier's final inspection report.

1.4 QUALITY ASSURANCE:

- A. Qualifications:
 1. Hardware supplier: direct factory contract supplier who employs a certified architectural hardware consultant (AHC), available at reasonable times during course of work for project hardware consultation to Owner, Architect and Contractor.
 - a) Responsible for detailing, scheduling and ordering of finish hardware. Detailing implies that the submitted schedule of hardware is correct and complete for the intended function and performance of the openings.
- B. Hardware: Free of defects, blemishes and excessive play. Obtain each kind of hardware (latch and locksets, exit devices, hinges and closers) from one manufacturer.
- C. Exit Doors: Operable from inside with single motion without the use of a key or special knowledge or effort.
- D. Fire-Rated Openings: NFPA 80 compliant. Hardware UL10C / UBC Standard 7-2 (positive pressure) compliant for given type/size opening and degree of label. Provide proper latching hardware, non-flaming door closers, approved-bearing hinges, and resilient seals. Coordinate with wood door section for required intumescent seals. Furnish openings complete.

- E. Note: scheduled resilient seals may exceed selected door manufacturer's requirements.
- F. See 2.6.E for added information regarding resilient and intumescent seals.
- G. Furnish hardware items required to complete the work in accordance with specified performance level and design intent, complying with manufacturers' instructions.

1.5 DELIVERY, STORAGE AND HANDLING:

- A. Delivery: coordinate delivery to appropriate locations (shop or field).
 - 1. Permanent keys and cores: secured delivery direct to Owner's representative.
- B. Acceptance at Site: Items individually packaged in manufacturers' original containers, complete with proper fasteners and related pieces. Clearly mark packages to indicate contents, locations in hardware schedule and door numbers.
- C. Storage: Provide securely locked storage area for hardware, protect from moisture, sunlight, paint, chemicals, dust, excessive heat and cold, etc.

1.6 PROJECT CONDITIONS AND COORDINATION:

- A. Where exact types of hardware specified are not adaptable to finished shape or size of members requiring hardware, provide suitable types having as nearly as practical the same operation and quality as type specified, subject to Architect's approval.
- B. Coordination: Coordinate hardware with other work. Furnish hardware items of proper design for use on doors and frames of the thickness, profile, swing, security and similar requirements indicated, as necessary for proper installation and function, regardless of omissions or conflicts in the information on the Contract Documents. Furnish related trades with the following information:
 - 1. Location of embedded and attached items to concrete.
 - 2. Location of wall-mounted hardware, including wall stops.
 - 3. Location of finish floor materials and floor-mounted hardware.
 - 4. Locations for conduit and raceways as needed for electrical, electronic and electro-pneumatic hardware items. Fire/life-safety system interfacing. Point-to-point wiring diagrams plus riser diagrams to related trades.
 - 5. Manufacturer templates to door and frame fabricators.
- C. Check Shop Drawings for doors and entrances to confirm that adequate provisions will be made for proper hardware installation.

1.7 WARRANTY:

A. Part of respective manufacturers' regular terms of sale. Provide manufacturers' written warranties:

- | | |
|---------------------------------------|----------------------|
| 1. Locksets: | Three years |
| 2. Extra Heavy Duty Cylindrical Lock: | Seven Years |
| 3. Closers: | Ten years mechanical |
| 4. Hinges: | One year |

1.8 COMMISSIONING:

A. Conduct these tests prior to request for certificate of substantial completion:

1. With installer present, test door hardware operation with climate control system and stairwell pressurization system both at rest and while in full operation.
2. With installer, access control contractor and electrical contractor present, test electrical, electronic and electro-pneumatic hardware systems for satisfactory operation.
3. With installer and electrical contractor present, test hardware interfaced with fire/life-safety system for proper operation and release.

1.9 REGULATORY REQUIREMENTS:

- A. Locate latching hardware between 30" to 44" above the finished floor, per California Building Code, Section 1133B.2.5.1.
- B. Adjust doors to open with not more than 5.0 lbs pressure to open at exterior doors and 5.0 lbs at interior doors. As allowed per California Building Code, Section 1133B.2.5, local authority may increase the allowable pressure for fire doors to achieve positive latching, but not to exceed 15 lbs.
- C. Adjust door closer sweep periods so that from an open position of 70 degrees, the door will take at least 3 seconds to move to a point 3 inches from the latch, measured to the landing side of the door, per California Building Code Section 1133B.2.5.1
- D. All hardware to meet California Building Code Sections 1133B.2.1, 1133B.2.5.1 and 1003.3.1.8l.
- E. Thresholds: Comply with California Building Code Section 1133B.2.4.1.
- E.F. Floor stops: Do not locate in path of travel. Locate no more than 4" from walls.

PART 2 PRODUCTS

2.1 MANUFACTURERS:

A. Manufacturers and their abbreviations used in this schedule:

IVE	H. B. Ives
LCN	LCN Closers
NGP	National Guard Products
SCH	Schlage Lock Company

2.2 HINGING METHODS:

- A. Drawings typically depict doors at 90 degrees, doors will actually swing to maximum allowable. Use wide-throw conventional or continuous hinges as needed up to 8 inches in width to allow door to stand parallel to wall for true 180-degree opening. Advise architect if 8-inch width is insufficient.
- B. Conform to manufacturer's published hinge selection standard for door dimensions, weight and frequency, and to hinge selection as scheduled. Where manufacturer's standard exceeds the scheduled product, furnish the heavier of the two choices, notify Architect of deviation from scheduled hardware.
- C. Conventional Hinges: Steel or stainless steel pins and concealed bearings. Hinge open widths minimum, but of sufficient throw to permit maximum door swing.
1. Outswinging exterior doors: non-ferrous with non-removable (NRP) pins and security studs.
 2. Non-ferrous material exteriors and at doors subject to corrosive atmospheric conditions.

2.3 LOCKSETS, LATCHSETS, DEADBOLTS:

- A. Mortise Locksets and Latchsets: as scheduled.
1. Chassis: cold-rolled steel, handing field-changeable without disassembly.
 2. Latchbolts: 3/4 inch throw stainless steel anti-friction type.
 3. Lever Trim: through-bolted, accessible design, cast lever or solid extruded bar type levers as scheduled. Filled hollow tube design unacceptable.
 - a) Spindles: security design independent breakaway. Breakage of outside lever does not allow access to inside lever's hubworks to gain wrongful entry.

4. Furnish solid cylinder collars with wave springs. Wall of collar to cover rim of mortise cylinder.
5. Thumbturns: accessible design not requiring pinching or twisting motions to operate.
6. Deadbolts: stainless steel 1-inch throw.
7. Electric operation: Manufacturer-installed continuous duty solenoid.
8. Strikes: 16 gage curved steel, bronze or brass with 1 inch deep box construction, lips of sufficient length to clear trim and protect clothing.
9. Scheduled Lock Series and Design: Schlage L series, 06A design.
10. Certifications:
 - a) ANSI A156.13, 1994, Grade 1 Operational, Grade 1 Security.
 - b) ANSI/ASTM F476-84 Grade 31 UL Listed.

B. Extra Heavy Duty Cylindrical Locks and Latches: as scheduled.

1. Chassis: cylindrical design, corrosion-resistant plated cold-rolled steel, through-bolted.
2. Locking Spindle: stainless steel, integrated spring and spindle design.
3. Latch Retractors: forged steel. Balance of inner parts: corrosion-resistant plated steel, or stainless steel.
4. Latchbolt: solid steel.
5. Backset: 2-3/4" typically, more or less as needed to accommodate frame, door or other hardware.
6. Lever Trim: accessible design, independent operation, spring-cage supported, minimum 2" clearance from lever mid-point to door face.
7. Electric operation: Manufacturer-installed continuous duty solenoid.
8. Strikes: 16 gage curved steel, bronze or brass with 1" deep box construction, lips of sufficient length to clear trim and protect clothing.
9. Lock Series and Design: Schlage D series, "Rhodes" design.
10. Certifications:
 - a) ANSI A156.2, 1994, Series 4000, Grade 1.
 - b) UL listed for A label and lesser class single doors up to 4ft x 8ft.

2.5 CLOSERS

A. Surface Closers: 4041

1. Full rack-and-pinion type cylinder with removable non-ferrous cover and cast iron body. Double heat-treated pinion shaft, single piece forged piston, chrome-silicon steel spring.
2. ISO 2000 certified. Units stamped with date-of-manufacture code.
3. Independent lab-tested 10,000,000 cycles.
4. Non-sized, non-handed, and adjustable. Place closer inside building, stairs, and rooms.
5. Plates, brackets and special templating when needed for interface with particular header, door and wall conditions and neighboring hardware.
6. Adjustable to open with not more than 5.0lbs pressure to open at exterior doors and 5.0lbs at interior doors. As allowed per California Building Code, Section 1133B.2.5, local authority may increase the allowable pressure for fire doors to achieve positive latching, but not to exceed 15lbs.
7. Separate adjusting valves for closing speed, latching speed and backcheck, fourth valve for delayed action where scheduled.
8. Extra-duty arms (EDA) at exterior doors scheduled with parallel arm units.
9. Exterior door closers: tested to 100 hours of ASTM B117 salt spray test, furnish data on request.
10. Exterior doors: seasonal adjustments not required for temperatures from 120 degrees F to -30 degrees F, furnish checking fluid data on request.
11. Non-flaming fluid, will not fuel door or floor covering fires.
12. Pressure Relief Valves (PRV) not permitted.

B. Surface Closers: 1461

1. Full rack-and-pinion type cylinder with removable non-ferrous cover and cast iron body. Double heat-treated pinion shaft, single piece forged piston, chrome-silicon steel spring.
2. ISO 2000 certified. Units stamped with date-of-manufacture code.
3. Independent lab-tested 5,000,000 cycles.
4. Non-sized, non-handed and adjustable. Place closers inside building, stairs and rooms.

5. Plates, brackets and special templating when needed for interface with particular header, door and wall conditions and neighboring hardware.
6. Adjustable to open with not more than 5.0lbs pressure to open at exterior doors and 5.0lbs at interior doors. As allowed per California Building Code, Section 1133B.2.5, local authority may increase the allowable pressure for fire doors to achieve positive latching, but not to exceed 15lbs.
7. Separate adjusting valves for closing speed, latching speed and backcheck, fourth valve for delayed action where scheduled.
8. Extra-duty arms (EDA) at exterior doors scheduled with parallel arm units.
9. Exterior door closers: tested to 100 hours of ASTM B117 salt spray test, furnish data on request.
10. Exterior doors: seasonal adjustments not required for temperatures from 120 degrees F to 0 degrees F, furnish checking fluid data on request.
11. Non-flaming fluid, will not fuel door or floor covering fires.
12. Pressure Relief Valves (PRV) not permitted.

2.6 OTHER HARDWARE

- A. Kick Plates: Four beveled edges, .050 inches minimum thickness, height and width as scheduled. Sheet-metal screws of bronze or stainless steel to match other hardware.
- B. Door Stops: Provide stops to protect walls, casework or other hardware.
 1. Unless otherwise noted in Hardware Sets, provide floor type with appropriate fasteners. Where floor type cannot be used, provide wall type. If neither can be used, provide overhead type.
 2. Locate overhead stops for maximum possible opening. Consult with Owner for furniture locations. Minimum: 90deg stop / 95deg deadstop. Note degree of opening in submittal.
- C. Seals: Finished to match adjacent frame color. Resilient seal material: polyurethane, polypropylene, nylon brush, silicone rubber or solid high-grade neoprene as scheduled. Do not furnish vinyl seal material. UL label applied to seals on rated doors. Substitute products: certify that the products equal or exceed specified material's thickness and durability.
 1. Proposed substitutions: submit for approval.
 2. Solid neoprene: MIL Spec. R6855-CL III, Grade 40.

3. Non-corroding fasteners at in-swinging exterior doors.
- D. Thresholds: As scheduled and per details. Comply with CBC Section 1133B.2.4.1. Substitute products: certify that the products equal or exceed specified material's thickness. Proposed substitutions: submit for approval.
1. Exteriors: Seal perimeter to exclude water and vermin. Use sealant complying with requirements in Division 7 "Thermal and Moisture Protection". Non-ferrous 1/4inch fasteners and lead expansion shield anchors, or Red-Head #SFS-1420 (or approved equivalent) Flat Head Sleeve Anchors (SS/FHSL).
- E. Through-bolts: Do not use. Coordinate with wood doors; ensure provision of proper blocking to support wood screws for mounting panic hardware and door closers. Coordinate with metal doors and frames; ensure provision of proper reinforcement to support machine screws for mounting panic hardware and door closers.

2.7 FINISH:

- A. Generally BHMA 626 Satin Chromium
1. Areas using BHMA 626 to have push-plates, pulls and protection plates of BHMA 630, Satin Stainless Steel, unless otherwise noted.
- B. Door closers: factory powder coated to match other hardware, unless otherwise noted.
- C. Aluminum items: match predominant adjacent material. Seals to coordinate with frame color.

2.8 KEYING REQUIREMENTS:

- A. Key System: Schlage Everest utility-patented keyway, conventional cylinders with the exception of interchangeable core type operating cylinders for panic hardware. Utility patent protection to extend at least until 2014. Key blanks available only from factory-direct sources, not available from after-market key blank manufacturers. For estimate use factory GMK charge. Initiate and conduct meetings(s) with Owner and I-R Security Technologies representatives to determine system keyway(s), structure and degree of geographic exclusivity. Furnish Owner's written approval of the system. Permanent keys to be delivered to the Owner
- B. Keys
1. Factory registered master key system

2. Non-I.C. construction keying: furnish inserted type partial key. At substantial completion, remove inserts in Owner's presence; demonstrate consequent non-operability of construction key. Give all removed inserts and all construction keys to Owner, provide accounting for all the pieces.
 3. Furnish 10 construction keys.
 4. Furnish 2 construction insert extractor tool 35-057.
- C. Key Cylinders: furnish utility patented, 6-pin solid brass construction.
 - D. Cylinders: furnish keyed at factory of lock manufacturer where permanent records are maintained. Locks and cylinders same manufacturer.
 - E. Permanent keys: furnish secured shipment direct from point of origination to Owner.
 - F. For estimate: 3 keys per change combination, 5 master keys per group, 5 grand-master keys
 - G. Bitting List: furnish secured shipment direct from point of origination to Owner upon completion.

PART 3 - EXECUTION

3.1 ACCEPTABLE INSTALLERS:

- A. Can read and understand manufacturers' templates, suppliers hardware schedule and printed installation instructions. Can readily distinguish drywall screws from manufacturers furnished fasteners. Available to meet with manufacturers' representatives and related trades to discuss installation of hardware.

3.2 PREPARATION:

- A. Ensure that walls and frames are square and plumb before hardware installation. Make corrections before commencing hardware installation.
- B. Locate hardware per SDI-100 and applicable building, fire, life-safety, accessibility, and security codes.
 1. Notify Architect of code conflicts before ordering material.
 2. Locate levers, key cylinders, t-turn pieces, touchbars and other operable portions of latching hardware between 30 inches to 44 inches above the finished floor, per CBC Section 1133B.2.5.1.
 3. Where new hardware is to be installed near existing doors/hardware scheduled to remain, match locations of existing hardware.

- C. Overhead stops: before installing, determine proposed locations of furniture items, fixtures, and other items to be protected by the overhead stop's action.
- D. Existing frames and doors to be retrofitted with new hardware:
 - 1. Field-verify conditions and dimensions prior to ordering hardware. Fill existing hardware cut outs not being reused by the new hardware. Remove existing hardware not being reused, return to Owner unless directed otherwise.
 - 2. Remove existing floor closers not scheduled for reuse, fill cavities with concrete and finish smooth
 - 3. Cut and weld existing steel frames currently prepared with 2- $\frac{3}{4}$ " height strikes. Cut an approx. 8" section from the strike jamb and weld in a reinforced section to accommodate specified hardware's strike.
 - 4. Patch and weld flush filler pieces into existing door hardware preparations in steel doors and frames, leave surfaces smooth.
 - 5. Glue in solid wood block fillers to fill cut outs in existing wood doors, sand surfaces smooth. Alternatively, use an approved epoxy-based wood filler product, submit product data for approval.

3.3 INSTALLATION

- A. Install hardware per manufacturer's instructions and recommendations. Do not install surface-mounted items until finishes have been completed on substrate. Set units level, plumb and true to line and location. Adjust and reinforce attachment substrate for proper installation and operation. Remove and reinstall or replace work deemed defective by Architect.
 - 1. Gaskets: install jamb-applied gaskets before closers, overhead stops, rim strikes, etc; fasten hardware over and through these seals. Install sweeps across bottoms of doors before astragals, cope sweeps around bottom pivots, trim astragals to tops of sweeps.
 - 2. When hardware is to be attached to existing metal surface and insufficient reinforcement exists, use RivNuts, NutSerts or similar anchoring device for screws.
 - 3. Use manufacturers' fasteners furnished with hardware items, or submit Request for Substitution with Architect.
 - 4. Replace fasteners damaged by power-driven tools.

- B. Locate floor stops no more that 4 inches from walls and not within paths of travel. See paragraph 2.2 regarding hinge widths, door should be well clear of point of wall reveal. Point of door contact no closer to the hinge edge than half the door width. Where situation is questionable or difficult, contact Architect for direction.
- C. Core concrete for exterior door stop anchors. Set anchors in approved non-shrink grout.
- D. Locate overhead stops for minimum 90 degrees and maximum allowable degree of swing.
- E. Drill pilot holes for fasteners in wood doors and/or frames.
- F. Lubricate and adjust existing hardware scheduled to remain. Carefully remove and give to Owner items not scheduled for reuse.
- G. Field verify existing conditions and measurements prior to ordering hardware. Fill existing hardware cut outs not being used by the new hardware. Remove existing hardware not being reused.
- H. Disable or remove existing floor closers where they exist. If disabled cut or remove spindle.
- I. Where existing wall conditions will not allow door to swing using the scheduled hinges, provide wide-throw hinges and if needed extended arms on closers.
- J. Provide proper brackets to accommodate the mounting of closers on doors with flush transoms.

3.4. ADJUSTING

- A. Adjust and check for proper operation and function. Replace units, which cannot be adjusted to operate freely and smoothly.
 - 1. Hardware damaged by improper installation or adjustment methods: repair or replace to Owner's satisfaction.
 - 2. Adjust doors to fully latch with no more than 1 pound of pressure.
 - 3. Adjust delayed-action closers on fire-rated doors to fully close from fully-opened position in no more than 10 seconds.
 - 4. Adjust door closers per 1.9 this section.
- B. Inspection: Use hardware supplier's consultant or consultant's agent. Include supplier's report with closeout documents.
- C. Final inspection: Installer to provide letter to Owner that upon completion installer has visited the Project and has accomplished the following:
 - 1. Re-adjust hardware.

2. Evaluate maintenance procedures and recommend changes or additions, and instruct Owner's personnel.
3. Identify items that have deteriorated or failed.
4. Submit written report identifying problems

3.5 DEMONSTRATION:

- A. Demonstrate mechanical hardware and electrical, electronic and pneumatic hardware systems, including adjustment and maintenance procedures.

3.6 PROTECTION/CLEANING:

- A. Cover installed hardware, protect from paint, cleaning agents, weathering, carts/barrows, etc. Remove covering materials and clean hardware just prior to substantial completion.
- B. Clean adjacent wall, frame and door surfaces soiled from installation/reinstallation process.

3.7 SCHEDULE OF FINISH HARDWARE

- A. See door schedule in drawings for hardware set assignments.
- B. Miscellaneous Material:

SPECWORKS # 114024

HW SET: 01

3	EA	HINGE	3CB1 4.5 X 4.5 NRP SEC STUD	630	IVE
1	EA	STOREROOM LOCK	L9080P 06A	626	SCH
1	EA	CLOSER	1461	689	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW	630	IVE
1	EA	FLOOR STOP	FS441/442 AS REQUIRED	626	IVE
1	SET	PERIMETER SEALS	160S HEAD AND JAMBS	AL	NGP
1	EA	DOOR SWEEP	101VA	AL	NGP
1	EA	THRESHOLD	AS DETAILED	AL	NGP

HW SET: 02

3	EA	HINGE	3CB1 4.5 X 4.5 NRP SEC STUD	630	IVE
1	EA	ENTRANCE LOCK	L9453P 06A L583-363	626	SCH
1	EA	CLOSER	4041-EDA	689	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW	630	IVE
1	EA	FLOOR STOP	FS441/442 AS REQUIRED	626	IVE
1	SET	PERIMETER SEALS	160S HEAD AND JAMBS	AL	NGP
1	EA	DOOR SWEEP	101VA	AL	NGP
1	EA	THRESHOLD	AS DETAILED	AL	NGP

HW SET: 03

3	EA	HINGE	3CB1 4.5 X 4.5 NRP SEC STUD	630	IVE
1	EA	ENTRANCE LOCK	L9453P 06A L583-363	626	SCH
1	EA	CLOSER	1461	689	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW	630	IVE
1	EA	FLOOR STOP	FS441/442 AS REQUIRED	626	IVE
1	SET	PERIMETER SEALS	160S HEAD AND JAMBS	AL	NGP
1	EA	DOOR SWEEP	101VA	AL	NGP
1	EA	THRESHOLD	AS DETAILED	AL	NGP

HW SET: 04

3	EA	HINGE	3CB1 4.5 X 4.5	652	IVE
1	EA	ENTRANCE LOCK	ND53PD RHO	626	SCH
1	EA	DOME STOP	FS436/438 AS REQ'D	626	IVE

SILENCERS BY FRAME MANUFACTURER

HW SET: 05

3	EA	HINGE	3CB1 4.5 X 4.5	652	IVE
1	EA	PRIVACY	ND40S RHO	626	SCH
1	EA	DOME STOP	FS436/438 AS REQ'D	626	IVE

SILENCERS BY FRAME MANUFACTURER

HW SET: 06

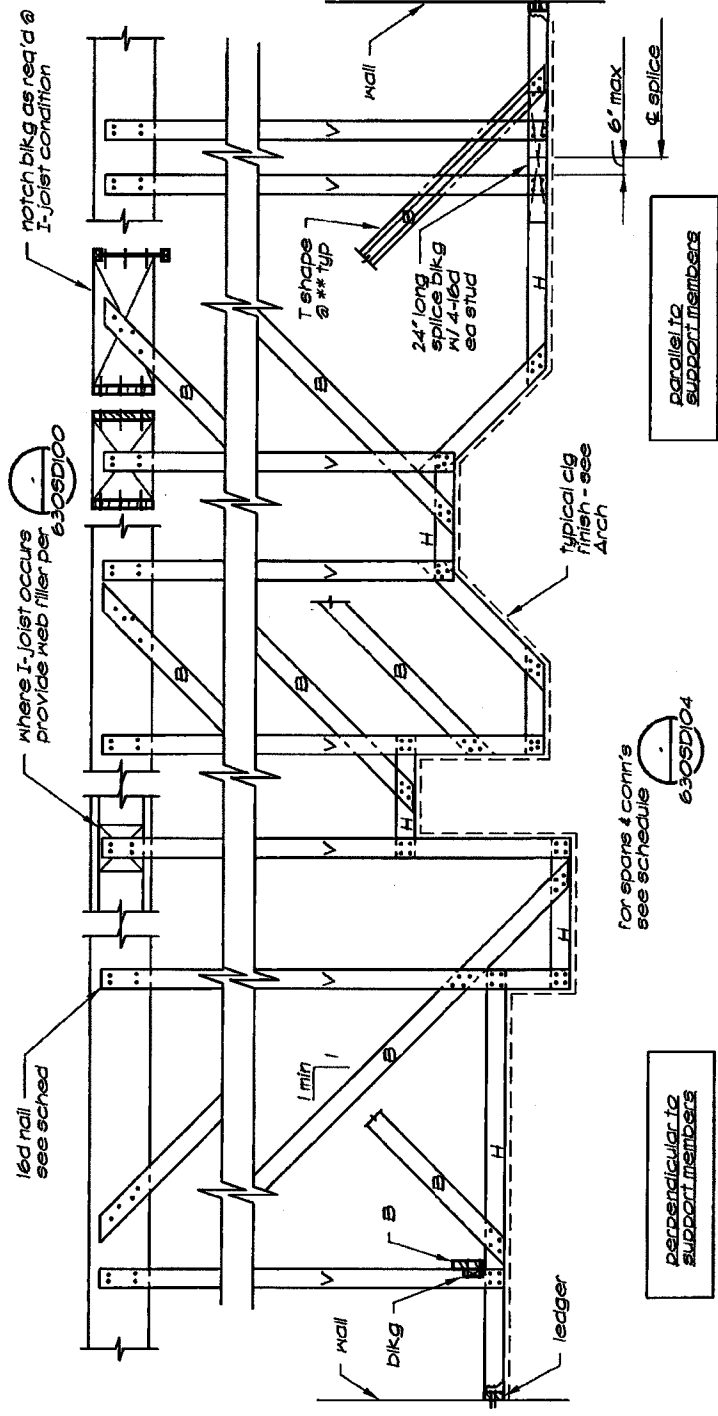
3	EA	HINGE	3CB1 4.5 X 4.5	652	IVE
1	EA	STOREROOM LOCK	ND80PD RHO	626	SCH
1	EA	DOME STOP	FS436/438 AS REQ'D	626	IVE

SILENCERS BY FRAME MANUFACTURER

HW SET: 07

EA	EXISTING	REPAIR & REUSE EXISTING HARDWARE	EXI
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END OF SECTION



FILE NUMBER 630SD103-24
 SCALE 1/2"=1'-0"
 REVISION DATE 5/20/10
 APPROVED BY EAF

Soffit Framing Conditions

630SD103-24

Notes:

Soffit Framing Schedule

	H	V	B		ledger
max member spacing	2'-0"	2'-0"	8'-0"		-
max allow area supp	16 ft ²	18 ft ²	64 ft ²		-
	20 ft ² *				
max length of member	8'-0"	8'-0"	<6'-0"	6'-1" to 14'-0" dbl 2x4 'T' shape brace **	-
	10'-0"*				
connection	3-16d, A35 or 'U' hngr @ ledger	4-16d	4-16d		2-16d @ 16"cc in wood studs, 5/8"Ø AB @ 48"cc in masonry or concrete

Note:

Braces required in all vertical offsets. Alternate direction of brace where possible.

Schedule assumes - 2x4 DF #2 members uno

- 13.0 psf DL + 10 psf LL
- max DL deflection = L/360
- * 2x6 DF #2
- ** requires dbl 2x4 w/ 16d @ 12"cc
stitch nailing in 'T' shape thus:



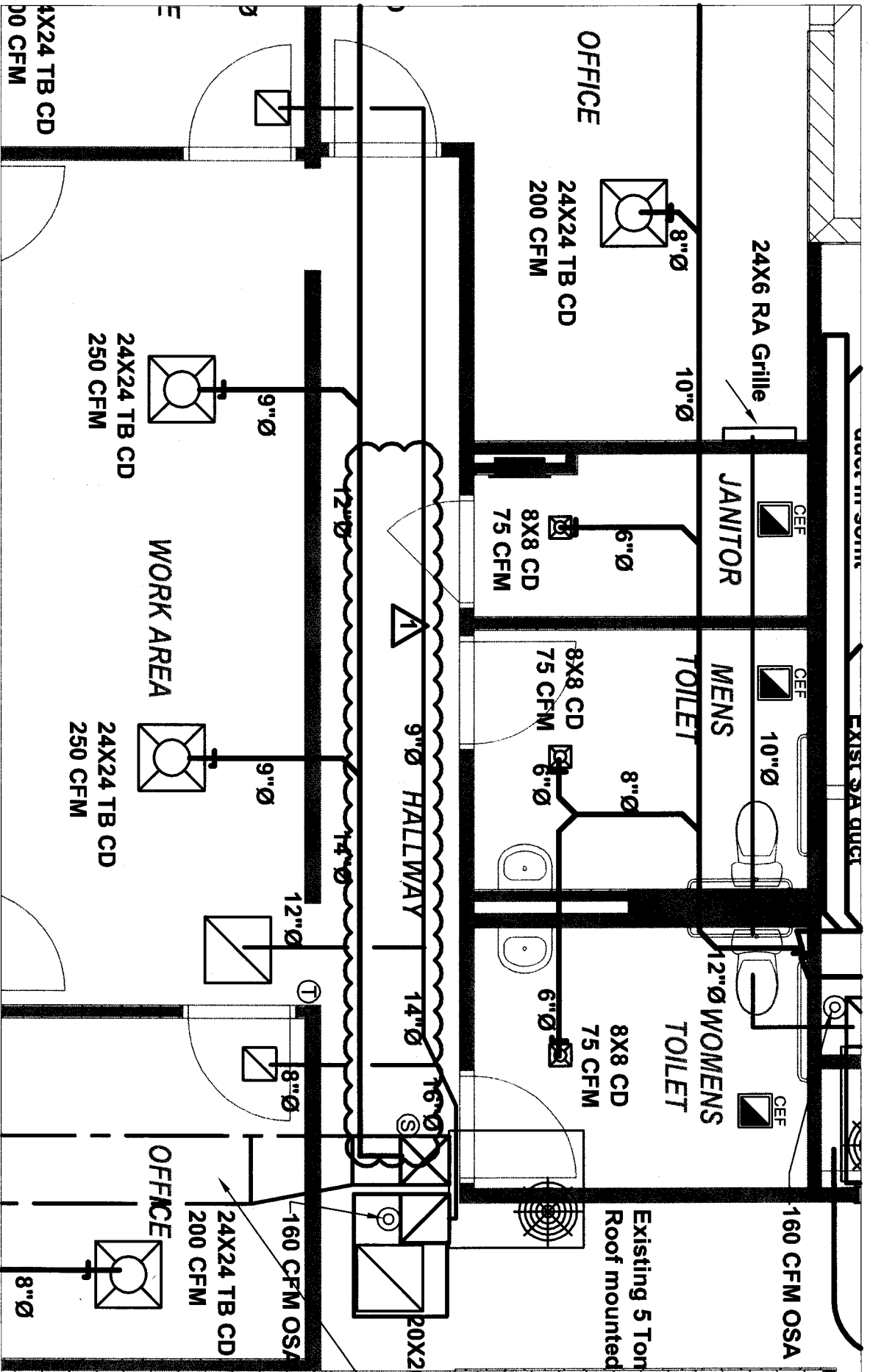
Notes:

FILE NUMBER 630SD104-1

SCALE FULL SCALE

REVISION DATE 3/13/09

APPROVED BY EAF



PARTIAL HVAC PLAN

8/2/11

DEPT OF VETERAN'S OFFICE PROJECT
 Project:
 FM0872000149

Request For Information

RFI DEADLINE 8-2-2011 by 10:00 AM

RFI Number 1	Submitted To Bruce Norris, Project Manager II	Submitted By SILVANA KEMBLE NEW MILLENNIUM CONST SERVICES	Copies To
Date 7/3/2011	County of Riverside, EDA Via email: bnnorris@rivcoeda.org		

Subject	Trade	Co-Author

Cost Impact <input type="checkbox"/>	Schedule Impact <input type="checkbox"/>	Drawing Impact <input checked="" type="checkbox"/>	Drawing Sheet: Detail:
\$	Days:	Specification Section:	Paragraph:

A-100, D-100, A-17, A-400-A-7, A-10 A-110

Information Requested	ONE QUESTION PER RFI	Date Required
PLEASE BE SURE TO NOTE DRAWING and/or SPECIFICATION LOCATION ABOVE		
① SET A-100 + D-100 ON DRAWINGS - EXISTING DRYWALL ON EXTERIOR WALLS IS IT TO REMAIN? NO FURRING DETAIL SHOWN AND WE TO ASSUME EXISTING DRYWALL TO REMAIN AS IS?		
② CAN'T FIND HARDWARE SET ON DRAWING FOR DOORS ARE THEY STANDARD?		
③ ON DRAWING - WHERE IS A-17 ON PAGE A-400? I SEE A-7.		
④ ON DRAWING - WHERE IS DETAIL OF CABINET FOR KITCHEN SINK? (DETAIL A-10 IS POINTING TO COUNTER TOP).		
⑤ ON DRAWING - THE SUPPLY + RETURN MAIN DUCTS ARE NOT NOTED - PLEASE DEFINE - QUESTIONS ⑥ + ⑦ ON 2ND PAGE -		
Attachments <input checked="" type="checkbox"/>	Description: (PAGE-2)	

Response
① No, remove everything. Refer to LIS/A100 note #3
② I1/A-010 (Hardware) Also Refer to Attachment A (8710 Finish Hardware)
③ No A17 refer to A-7/A-400.
④ Refer to P-200, Plumb. Fix Schedule KS-1/New sink & Garbage disposal.
⑤ Refer to A1 & G16/A-110 for supply & return locations as well as mechanical sheets m-100 thru m-600
Date Answered 8/1/2001
Answered By: Ruben Coronado

DEPT OF VETERAN'S OFFICE PROJECT
 Project:
 FM0872000149

Request For Information

RFI DEADLINE 8-2-2011 by 10:00 AM

RFI Number 2	Submitted To Bruce Norris, Project Manager II County of Riverside, EDA Via email: bnnorris@rivcoeda.org	Submitted By SILVANA REMOLE NEW MILLENNIUM CONST SERVICES	Copies To
Date 7/31/2011			

Subject	Trade	Co-Author

Cost Impact <input type="checkbox"/>	Schedule Impact <input type="checkbox"/>	Drawing Impact <input checked="" type="checkbox"/> Drawing Sheet:	Detail:
\$	Days:	Specification Section:	Paragraph:

A-110

Information Requested	ONE QUESTION PER RFI	Date Required
PLEASE BE SURE TO NOTE DRAWING and/or SPECIFICATION LOCATION ABOVE		
⑥ ON DRAWINGS - WHERE ARE THE DETAILS FOR THE DROP CEILING IN THE CORRIDOR SHOWING DRYWALL CEILING ON SHEET A-110?		
⑦ ON DRAWING - WHERE ARE THE DETAILS FOR THE SOFFITS SHOWN ON SHEET A-110?		
Attachments <input type="checkbox"/>		Description:

Response			
⑥ Refer to G116/A-110 RCP Legend (new Hardlid) Refer to Attachment - B (Typical wood frame soffit)			
⑦ Same response as ⑥			
Date Answered	8/1/2011	Answered By:	Ruben Coronado

Project: ~~Head Valley Library~~ ^{VETERAN'S PROJECT}

Request For Information

RFI DEADLINE 8-2-2011 by 10:00 AM

RFI Number
3
Date
8-1-11

Submitted To
Bruce Norris, Project Manager II
County of Riverside, EDA
Via email: bnnorris@rivcoeda.org

Submitted By
NEW MILLENNIUM CONST. SVCS. SILVANA KEMBLE

Copies To

Subject	Trade	Co-Author
PERMIT	GENERAL	

Cost Impact <input checked="" type="checkbox"/>	Schedule Impact <input type="checkbox"/>	Drawing Impact <input type="checkbox"/>	Drawing Sheet <input type="checkbox"/>	Detail <input type="checkbox"/>
\$	Days:	Specification Section:	Paragraph:	

Information Requested	Date Required
PLEASE BE SURE TO NOTE DRAWING and/or SPECIFICATION LOCATION ABOVE	
1) ARE WE SUPPOSE TO INCLUDE AN ALLOWANCE FOR PLAN/PERMIT FEES? IF SO, HOW MUCH? OR, IS THE COUNTY COVERING THIS?	

Attachments <input type="checkbox"/>	Description

Response
Q No, the County is self-permitting, so the permit is being taken care of by the County. There will be a job card and our inspector, who will be the IOR on this project.

Date Answered	8/2/2011	Answered By:	Ruben Coronado
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SUBMITTAL SCHEDULE

PART 1 -- GENERAL

1.01 SUMMARY

Division 0, Contract Requirements and Division 1, General Conditions apply to this Section.

PART 2 -- SCHEDULE

SECTION A -- DUE (7) SEVEN DAYS FROM THE RECEIVED NOTICE TO PROCEED

1. 02070 Selective Demolition, & Reconstruction
2. 02220 Excavating, Backfilling, & Compaction
3. 02510 Asphalt Concrete Paving
4. 02550 Site Concrete Work
5. 04100 Mortar & Grout
6. 04200 Reinforced Unit Masonry System
7. 06100 Rough Carpentry
8. 06200 Finish Carpentry
9. 06400 Custom Casework
10. 06600 Plastic Surfacing Materials
11. 07120 Waterproofing & Damp Proofing
12. 07210 Thermal Insulation
13. 07220 Roof & Deck Insulation
14. 07900 Caulking & Sealants
15. 08100 Metal Doors & Frames
16. 08200 Wood Doors & Frames
17. 08700 Pre-Finished Steel Door Frames
18. 08710 Finish Hardware
19. 08800 Glazing
20. 09200 Lath & Plaster
21. 09250 Gypsum Board Systems
22. 09300 Tile Work
23. 09510 Acoustical Ceiling System
24. 09650 Resilient Flooring
25. 09680 Carpet
26. 09900 Painting
27. 10120 Tackboards
28. 10350 Flagpoles
29. 10400 Identifying Devices
30. 10800 Toilet & Bath Accessories
31. 11027 Knox Boxes
32. 12500 Window Treatments
33. 13850 Security Systems
34. 15400 Plumbing
35. 15600 Heating, Ventilation, & Air Conditioning
36. 16000 Electrical

END

Issued in Triplicate

Bond number 782730P
Premium: \$4,269.00
Premium is for Contract Term
And is subject to adjustment
Based on Final Contract Price.

PERFORMANCE BOND

The makers of this Bond, D. Webb Incorporated, as Principal, and Indemnity Company of California as Surety, are held and firmly bound unto County of Riverside, hereinafter called the Owner, in the sum of Two Hundred Thirteen Thousand Four Hundred Forty Six Dollars (\$ 213,446.00*****), 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 August 9, 2011 for the Office of Veterans services Tenant Improvement Project.

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

Signed and Sealed this 11th Day of August, 2011.

D Webb Incorporated

(Firm Name - Principal)

9066 Fortuna Ave., Yucca Valley, CA 92284

(Business Address)

Affix Seal
if
Corporation

By:

David Webb
(Signature - Attach Notary's Acknowledgment)

President
(Title)

Indemnity Company of California

(Corporation Name - Surety)

17780 Fitch, Ste. 200, Irvine, CA 92614

(Business Address)

Affix
Corporate
Seal

By:

Greg Zoffian
(Signature - Attach Notary's Acknowledgment)
Greg Zoffian, Attorney-in-Fact

ATTORNEY-IN-FACT

(Title-Attach Power of Attorney)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

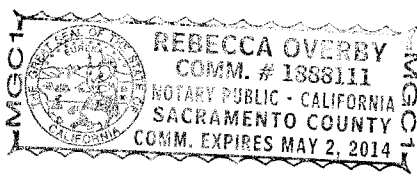
STATE OF CALIFORNIA

County of Sacramento



On August 11, 2011 before me, Rebecca Overby, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Greg Zoffman
Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- 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: _____

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Greg Zoffman, L.K. Lau, Peggy Roy, P. Bewley, R. Overby, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

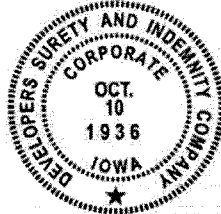
RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 1st, 2008.

By: *Daniel Young*
Daniel Young, Vice-President

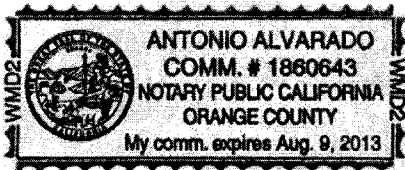
By: *Stephen T. Pate*
Stephen T. Pate, Senior Vice-President



State of California
County of Orange

On January 31, 2011 before me, Antonio Alvarado, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Stephen T. Pate
Name(s) of Signer(s)



Place Notary Seal Above

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

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

WITNESS my hand and official seal.

Signature

Antonio Alvarado

Antonio Alvarado, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 11th day of August, 2011.

By: *Gregg Okura*
Gregg Okura, Assistant Secretary

Bond number: 782730P
Premium included in Performance bond.

PAYMENT BOND

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

The makers of this Bond are D Webb Incorporated as
Principal and Original Contractor and Indemnity Company of California, 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 August 9, 2011 between Principal and County of Riverside, a
public entity, as owner,
For Two Hundred Thirteen Thousand Four Hundred and Forty Six*** dollars (\$ 213,446.00****)
the total amount payable. THE AMOUNT OF THIS BOND IS 100% OF SAID SUM. Said contract is for public
work of: Office of Veterans services Tenant Improvement 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 11th Day of August 2011.

D Webb Incorporated
(Firm Name - Principal)

9066 Fortuna Ave., Yucca Valley, CA 92284
(Business Address)

By: [Signature] - David Webb
(Signature - Attach Notary's Acknowledgment)

President
(Title)

Affix Seal
if
Corporation

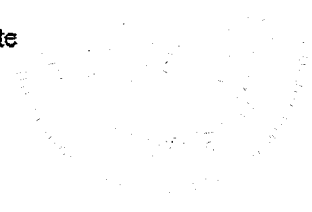
Indemnity Company of California
(Corporation Name - Surety)

17780 Fitch, Ste. 200, Irvine, CA 92614
(Business Address)

By: [Signature]
(Signature - Attached Notary's Acknowledgment)
Greg Zoffman, Attorney-in-Fact

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

Affix
Corporate
Seal



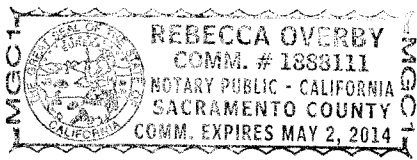
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Sacramento

On August 11, 2011 before me, Rebecca Overby, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Greg Zoffman
Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- 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:

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Greg Zoffman, L.K. Lau, Peggy Roy, P. Bewley, R. Overby, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

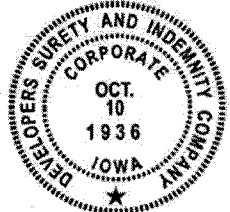
RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 1st, 2008.

By: Daniel Young
Daniel Young, Vice-President

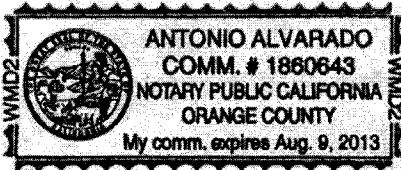
By: Stephen T. Pate
Stephen T. Pate, Senior Vice-President



State of California
County of Orange

On January 31, 2011 before me, Antonio Alvarado, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Stephen T. Pate
Name(s) of Signer(s)



Place Notary Seal Above

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

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

WITNESS my hand and official seal.

Signature Antonio Alvarado
Antonio Alvarado, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 11th day of August, 2011.

By: Gregg Okura
Gregg Okura, Assistant Secretary