

MEMORANDUM



RIVERSIDE COUNTY COUNSEL

September 29, 2011

TO: Jane Jennings
Clerk of the Board

FROM: Neal Kipnis
Deputy County Counsel

RE: 11th Street Old Jail Demolition Project

The low bid from Three D Service Company is approved as to form by this office, and is returned along with the other bids to your office.

Please let me know if I can be of any further assistance.

Attachments

cc: Rebecca Tsagris, EDA – by email only

Bid Summary

BACK TO
C.O.B.

TO: Pamela J. Walls
County Counsel

PROJECT: 11th St. Old Jail Demolition Project

FROM: Jane Jennings 955-8092
Board Assistant, COB

BID DATE: 09/19/11

BID TIME: 2:00 p.m.

Project Mgr: Nahid Selbe - EDA
(951) 955-4728

ITEM/DATE: #3.34 of 08/16/11

(PLEASE REFER ALL QUESTIONS TO THE PROJECT MANAGER)

CONTRACTORS

BID AMOUNT

Three D Service Company, Inc
1551 East Mission Blvd.
Pomona, CA 91766
(909) 469-2600

Base Bid: \$ 437,773.00
Alternate #1: \$ - 40,000.00
Alternate #2: \$ - 3,530.00

Grand Total Base Bid Less Alternates: \$ 394,243.00

American Wrecking, Inc.
2459 Lee Avenue
South El Monte, CA 91733
(626) 350-8303

Base Bid: \$ 559,000.00
Alternate #1: \$ - 40,000.00
Alternate #2: \$ - 5,000.00

Grand Total Base Bid Less Alternates: \$ 514,000.00

Oceanstate Development, Inc.
3034 W. Main St.
Alhambra, CA 91801
(626) 293-8000

Base Bid: \$ 639,000.00
Alternative #1: \$ N/A
Alternative #2: \$ - 18,000.00

Grand Total Base Bid Less Alternates: \$ 621,000.00

Miller Environmental, Inc.
2210 South Dupont Drive
Anaheim, CA 92806
(714) 385-0099

Base Bid: \$ 652,000.00
Alternate #1: \$ - 45,000.00
Alternate #2: \$ - 9,000.00

Grand Total Base Bid Less Alternates: \$ 598,000.00

THREE D Service approved
as to form.

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis
NEAL R. KIPNIS
DATE

CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: September 19, 2011

Bidder: Three D Service Company, Inc.

The undersigned, having carefully examined the proposed site and the Plans and Specifications, the Notice Inviting Bids, the Instructions to Bidders, the Agreement Form, the Bond Forms, the General Conditions for the demolition of the Riverside Old Jail hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the work in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Addendum No. 1 Date 9/15/2011

Addendum No. _____ Date _____

Addendum No. _____ Date _____

For the total Base Bid Four Hundred thirty seven thousand ^{seven hundred seventy three dollars} dollars (\$ 437,773.00), including all applicable taxes, permits and licenses

Description of Alternate # 1: Contractor to provide engineered design-build bracing scheme stamped by a registered California Civil or Structural engineer in lieu of that shown on the drawings.

Alternate 1 ^{Deduct}
\$ 40,000.00 Forty Thousand dollars.

Description of Alternate # 2: Deductive price to exclude salvage described on the plans.

Alternate 2 \$ 3,530.00 Three thousand five ^{hundred and thirty} dollars.

For the **Grand Total of Base Bid and all Alternates** Three hundred ninety four thousandtwo hundred dollars (\$ 394,243.00), including all applicable taxes, permits and licenses forty three dollars

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

AWARD OF CONTRACT

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

BID GUARANTEE

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

Name of Bidder: Three D Service Company, Inc.

Type of Organization: Demolition

Signed By: 

Title of Signer: Charlie L. Clark, President

Address of Bidder: 1551 East Mission Blvd.
Pomona, Ca 91766

Affix Seal
If
Corporation

Telephone No.: (909) 469-2600

Contractor's License No.: 252618

Classification: C21, A, B Expiration Date: July 31, 2012

LICENSURE STATEMENTS ARE MADE UNDER PENALTY OF PERJURY

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

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

State of California ss.
County of Orange

Charlie L. Clark, being first duly sworn, deposes and says:

That he or she is President of Three D Service Company, 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 Charlie L. Clark - President

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


Signature of officer administering oath



Bid Bond

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned **Three D Service Company, Inc.**, as Principal; and ***SEE #1 BELOW***, as Surety, are hereby held and firmly bound unto the County of Riverside, hereinafter called the "Owner", in the sum of **TEN PERCENT OF THE AMOUNT OF BID** Dollars (\$ **10%*******) for the payment of such sum, well and truly to be made, do hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the said Principal is herewith submitting its Proposal for the Riverside County Old Jail Demo.
FM0811000 4032

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the Contract upon said Proposal and shall, within the required number of days after the notice of such award, execute a written memorial of the awarded Contract and submit the required Labor and Material Payment and faithful Performance Bond and proof of insurance, then this obligation shall be null and void; and in the event that the Principal fails and/or refuses to execute and deliver said documents this Bond will be charged with the costs of the damages experienced by the Owner as a result of such refusal, including but not limited to, publication cost, the difference in money between the amount of the bid of the said Principal and the amount for which the obligee may legally contract with another party to perform the said work if such amount be in excess of the former; building lease or rental costs, transportation cost, and additional salary costs that result from the delay due to the Principal's default on the awarded Contract. In no event however, shall the Surety's liability exceed the penal sum hereof.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their separate seals this 14th day of Sept., 2011, the name and corporate seal of each corporate party being hereto affixed and those present duly signed by its undersigned representative, pursuant to authority of its governing body.

Three D Service Company, inc.
(Firm Name - Principal)
1551 E. Mission Blvd., Pomona, CA 91766
(Business Address)

By *Charlie L. Clark*
(Original Signature)

Affix Seal
If
Corporation

Charlie L. Clark - President
(Title)
Merchants Bonding Company (Mutual)
(Corporation Name - Surety)

1440 N. Harbor Blvd., #610, Fullerton, CA 92835
(Business Address)

By *Ryan Mantle*
(Original Signature) **Ryan Mantle**
Attorney in Fact

Affix
Corporate
Seal

***#1 - Merchants Bonding Company (Mutual)**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 9-14-2011 before me, Mary Martignoni - Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Ryan Mantle

Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Ryan Mantle

- 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: _____
Merchants Bonding
Company (Mutual)

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: _____

Merchants Bonding Company

(Mutual)

POWER OF ATTORNEY

Know All Persons By These Presents, that the **MERCHANTS BONDING COMPANY (MUTUAL)**, a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Les M. Mantle, Ryan Mantle

of Fullerton and State of California its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surely any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

SIX MILLION (\$6,000,000.00) DOLLARS

and to bind the **MERCHANTS BONDING COMPANY (MUTUAL)** thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the **MERCHANTS BONDING COMPANY (MUTUAL)**, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the **MERCHANTS BONDING COMPANY (MUTUAL)** on November 16, 2002.

ARTICLE II, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE II, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, **MERCHANTS BONDING COMPANY (MUTUAL)** has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 20th day of January, 2009.



MERCHANTS BONDING COMPANY (MUTUAL)

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 20th day of January, 2009, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the **MERCHANTS BONDING COMPANY (MUTUAL)**, the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Cindy Smyth
Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the **MERCHANTS BONDING COMPANY (MUTUAL)**, do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said **MERCHANTS BONDING COMPANY (MUTUAL)** which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this

14th day of **September, 2011**



William Warner Jr.
Secretary

Three D Service Company, Inc.
1551 E. Mission Blvd.
Pomona, CA 91766-2349

SEALED BID RECEIVED
CLERK OF THE BOARD OF SUPERVISORS

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS
2011 SEP 19 PM 4:37

Clerk of the Board of Supervisors
4080 Lemon Street
Riverside, CA 92501

Riverside Old Jail Demolition
EM000110000002

CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: Sept 19, 2011

Bidder: American Wrecking, Inc.

The undersigned, having carefully examined the proposed site and the Plans and Specifications, the Notice Inviting Bids, the Instructions to Bidders, the Agreement Form, the Bond Forms, the General Conditions for the demolition of the Riverside Old Jail hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the work in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Addendum No. 1 Date Sept 16, 2011

Addendum No. _____ Date _____

Addendum No. _____ Date _____

For the total Base Bid Five Hundred Fifty Nine Thousand dollars (\$559,000.00), including all applicable taxes, permits and licenses

Description of Alternate # 1: Contractor to provide engineered design-build bracing scheme stamped by a registered California Civil or Structural engineer in lieu of that shown on the drawings.

Alternate 1 \$ -40,000.00 Forty Thousand dollars.

Description of Alternate # 2: Deductive price to exclude salvage described on the plans.

Alternate 2 \$ 5,000.00 Five Thousand dollars.

For the **Grand Total of Base Bid and all Alternates** Five Hundred Fourteen Thousand dollars (\$ 514,000.00), including all applicable taxes, permits and licenses


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

AWARD OF CONTRACT

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

BID GUARANTEE

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

Name of Bidder: American Wrecking, Inc.
Type of Organization: Corporation
Signed By: 
Title of Signer: Vice President
Address of Bidder: 2459 Lee Avenue
South El Monte, CA 91733

Affix Seal
If
Corporation

Telephone No.: (626)350-8303
Contractor's License No.: 685192
Classification: C-21 B ASB A Expiration Date: 03/31/12

LICENSURE STATEMENTS ARE MADE UNDER PENALTY OF PERJURY

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

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

State of California) ss.
County of Riverside)

Juan G. Galaviz _____, being first duly sworn, deposes and says:

That he or she is Vice President of American Wrecking, 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 19th day of September, 2011.

Signature of officer administering oath

Bid Bond

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned American Wrecking, Inc., as Principal; and SureTec Insurance Company, as Surety, are hereby held and firmly bound unto the County of Riverside, hereinafter called the "Owner", in the sum of Ten Percent of the Total Amount of Bid Dollars (\$ 10% of Bid) for the payment of such sum, well and truly to be made, do hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the said Principal is herewith submitting its Proposal for the Riverside County Old Jail Demolition

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the Contract upon said Proposal and shall, within the required number of days after the notice of such award, execute a written memorial of the awarded Contract and submit the required Labor and Material Payment and faithful Performance Bond and proof of insurance, then this obligation shall be null and void; and in the event that the Principal fails and/or refuses to execute and deliver said documents this Bond will be charged with the costs of the damages experienced by the Owner as a result of such refusal, including but not limited to, publication cost, the difference in money between the amount of the bid of the said Principal and the amount for which the obligee may legally contract with another party to perform the said work if such amount be in excess of the former; building lease or rental costs, transportation cost, and additional salary costs that result from the delay due to the Principal's default on the awarded Contract. In no event however, shall the Surety's liability exceed the penal sum hereof.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their separate seals this 16th day of September, 2011, the name and corporate seal of each corporate party being hereto affixed and those present duly signed by its undersigned representative, pursuant to authority of its governing body.

American Wrecking, Inc

(Firm Name - Principal)

2459 Lee Avenue, El Monte, CA 91733

(Business Address)

By _____

(Original Signature)

Vice President

(Title)

SureTec Insurance Company

(Corporation Name - Surety)

3033 5th Avenue, Suite 300 San Diego, CA 92103

(Business Address)

By _____

(Original Signature) **David Weise, Attorney-in-fact**

Affix Seal
If
Corporation

Affix
Corporate
Seal

ACKNOWLEDGMENT

State of California
County of Sacramento)

On 9/16/11 before me, Tina S Salas, Notary Public
(insert name and title of the officer)

personally appeared David Weise
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 Tina S Salas (Seal)

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

P. A. Gouker, Thomas R. Hucik, Rosalie A. Miszkiel, Nicki Moon, David Weise

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/2011 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:


Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A.D. 2010.

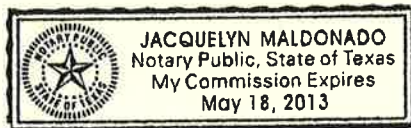
SURETEC INSURANCE COMPANY


By: 
John Knox Jr., President



State of Texas ss:
County of Harris

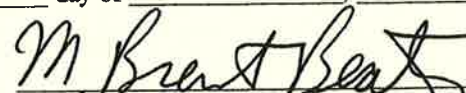
On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2013

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 16th day of September, 2011, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 512-0800 any business day between 8:00 am and 5:00 pm CST.



AMERICAN WRECKING, INC.

Demolition Contractor

2459 Lee Avenue
South El Monte, CA 91733-1490

Clerk of the Board of Supervisors
County Administrative Center - 1st Floor
4080 Lemon Street
Riverside, CA 92501

BID ENCLOSED

Riverside County Old Jail Demolition

CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: 9.19.11

Bidder: Oceanstate Development, Inc.

The undersigned, having carefully examined the proposed site and the Plans and Specifications, the Notice Inviting Bids, the Instructions to Bidders, the Agreement Form, the Bond Forms, the General Conditions for the demolition of the Riverside Old Jail hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the work in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Addendum No. 1 Date 9.15.11

Addendum No. _____ Date _____

Addendum No. _____ Date _____

For the total Base Bid Six hundred thirty-Nine thousand dollars (\$ 639,000.00), including all applicable taxes, permits and licenses

Description of Alternate # 1: Contractor to provide engineered design-build bracing scheme stamped by a registered California Civil or Structural engineer in lieu of that shown on the drawings.

Alternate 1 \$ N/A _____ dollars.

Description of Alternate # 2: Deductive price to exclude salvage described on the plans.

Alternate 2 \$ 18,000.00 eighteen thousand dollars.

For the **Grand Total of Base Bid and all Alternates** Six hundred and twenty-one thousand dollars (\$ 621,000.00), including all applicable taxes, permits and licenses dollars and no cents

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

AWARD OF CONTRACT

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

BID GUARANTEE

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

Name of Bidder: Oceanstate Development, Inc

Type of Organization: Corporation

Signed By: M. A. Cardillo

Title of Signer: President

Address of Bidder: 3034 W. Main St.
Alhambra, CA 91801

Affix Seal
If
Corporation

Telephone No.: 626-293-8000

Contractor's License No.: 931016

Classification: A, B Expiration Date: 4-30-13

LICENSURE STATEMENTS ARE MADE UNDER PENALTY OF PERJURY

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

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California) ss.
County of Riverside)

Rick A. Cardello, being first duly sworn, deposes and says:

That he or she is President of Oceanstate Dev. 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.

Rick A. Cardello
Signature

Subscribed and sworn to before me this 19 day of Sept, 2011.

Carmen Guerrero
Signature of officer administering oath



Bid Bond

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned Oceanstate Development, Inc., as Principal; and Developers Surety and Indemnity Company as Surety, are hereby held and firmly bound unto the County of Riverside, hereinafter called the "Owner", in the sum of Ten percent of amount bid Dollars (\$ 10%) for the payment of such sum, well and truly to be made, do hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the said Principal is herewith submitting its Proposal for the Riverside County Old Jail Demolition

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the Contract upon said Proposal and shall, within the required number of days after the notice of such award, execute a written memorial of the awarded Contract and submit the required Labor and Material Payment and faithful Performance Bond and proof of insurance, then this obligation shall be null and void; and in the event that the Principal fails and/or refuses to execute and deliver said documents this Bond will be charged with the costs of the damages experienced by the Owner as a result of such refusal, including but not limited to, publication cost, the difference in money between the amount of the bid of the said Principal and the amount for which the obligee may legally contract with another party to perform the said work if such amount be in excess of the former; building lease or rental costs, transportation cost, and additional salary costs that result from the delay due to the Principal's default on the awarded Contract. In no event however, shall the Surety's liability exceed the penal sum hereof.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their separate seals this 19th day of September, 2011, the name and corporate seal of each corporate party being hereto affixed and those present duly signed by its undersigned representative, pursuant to authority of its governing body.

Oceanstate Development, Inc.

(Firm Name - Principal)

3034 W. Main St., Alhambra, CA 91802

(Business Address)

By

[Handwritten Signature]

(Original Signature)

President

(Title)

Developers Surety and Indemnity Company

(Corporation Name - Surety)

17780 Fitch #200, Irvine, CA 92614

(Business Address)

By

Laurie B. Druck

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

Affix Seal
If
Corporation

Affix
Corporate
Seal

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California)
County of San Bernardino) ss.

On September 19, 2011 before me, Cynthia J. Young, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Personally appeared Laurie B. Druck

Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Cynthia J. Young
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer is Representing:



**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:

*****Cynthia J. Young, Jay P. Freeman, Laurie B. Druck, Pamela McCarthy, 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

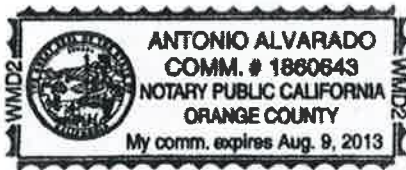
By: *Stephen T. Pate*
Stephen T. Pate, Senior Vice-President



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 19th day of September 2011

By: *Gregg Okura*
Gregg Okura, Assistant Secretary



Oceanstate Development, Inc.

3034 W. Main St. Alhambra CA 91801 Phone: 626-292-8600 Fax: 626-292-9001

SEALED BID RECEIVED
CLERK OF THE BOARD OF SUPERVISORS

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS

2011 SEP 19 PM 12:30

Sealed Bid For:
11th St. Jailhouse
Clerk of Board of Supervisors
1st floor 4080 Lemon St.
Riverside CA 92501

CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: 9/16/11

Bidder: Miller Environmental, Inc.

The undersigned, having carefully examined the proposed site and the Plans and Specifications, the Notice Inviting Bids, the Instructions to Bidders, the Agreement Form, the Bond Forms, the General Conditions for the demolition of the Riverside Old Jail hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the work in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Addendum No. 1 Date 9/15/11

Addendum No. _____ Date _____

Addendum No. _____ Date _____

For the total Base Bid SIX HUNDRED FIFTY TWO THOUSAND dollars (\$ 652,000.00), including all applicable taxes, permits and licenses

Description of Alternate # 1: Contractor to provide engineered design-build bracing scheme stamped by a registered California Civil or Structural engineer in lieu of that shown on the drawings.

Alternate 1 \$ -45,000.00 - FORTY FIVE THOUSAND dollars.

Description of Alternate # 2: Deductive price to exclude salvage described on the plans.

Alternate 2 \$ -9,000.00 - NINE THOUSAND dollars.

For the **Grand Total of Base Bid and all Alternates** FIVE HUNDRED NINETY EIGHT THOUSAND dollars (\$ 598,000.00), including all applicable taxes, permits and licenses

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

AWARD OF CONTRACT

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

BID GUARANTEE

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

Name of Bidder: Miller Environmental, Inc.

Type of Organization: Corporation

Signed By:  Gregg Miller

Title of Signer: President

Address of Bidder: 2210 South Dupont Drive
Anaheim, CA 92806

Affix Seal
If
Corporation

Telephone No.: 714-385-0099

Contractor's License No.: 772797

Classification: A, B, C21, D06, ASB, HAZ Expiration Date: 12/31/2011

LICENSURE STATEMENTS ARE MADE UNDER PENALTY OF PERJURY

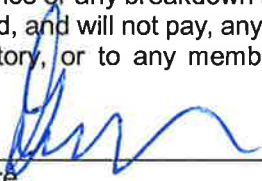
If bidder is a corporation, and signer is not President or Secretary, attach a certified copy of By-Laws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach Power of Attorney. If bidder is not an individual, list names of other persons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

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

State of California) ss.
County of Riverside)
Orange

Gregg Miller, being first duly sworn, deposes and says:

That he or she is President of Miller Environmental, 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 16th day of September, 2011.



Signature of officer administering oath



POWER OF ATTORNEY
BERKLEY REGIONAL INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY REGIONAL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Urbandale, Iowa, has made, constituted and appointed, and does by these presents make, constitute and appoint: Aidan Smock, Richard Hallett, Timothy McClellan, Kathleen Vanderslice or Nicholas Paxson of Barney & Barney, LLC of San Diego, CA

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 Dollars (\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on August 21, 2000:

"RESOLVED, that the proper officers of the Company are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 12 day of October, 2009.

Attest:

Berkley Regional Insurance Company

(Seal)

By Ira S. Lederman
Senior Vice President & Secretary

By Robert P. Cole
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 12 day of October, 2009, by Robert P. Cole and Ira S. Lederman who are sworn to me to be the Senior Vice President, and the Senior Vice President and Secretary, respectively, of Berkley Regional Insurance Company.

EILEEN KILLEEN
NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 30, 2012

Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY REGIONAL INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this SEP 12 2011 day of

(Seal)

Steven Coward

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of San Diego }

On SEP 12 2011
Date

before me, Richard P. Hallett, Notary Public
Here Insert Name and Title of the Officer

personally appeared Aidan Smock

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

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: _____

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

Labor Code Section 3700

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

- (b) By securing from the Director of Industrial Relations, a Certificate of Consent to Self-Insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees

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



Principal

Principal

President

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.)

MILLER
ENVIRONMENTAL
INCORPORATED

HAZARDOUS MATERIAL REMEDIATION
DEMOLITION
2210 South Dupont Drive • Anaheim, California 92806

STATUS DID NOT. RIVERSIDE AND STILL REMAIN
FM08110004032

BID DUE: SEPTEMBER 19, 2011 @ 2PM



Page 1 of 1



800.334.5000
ontrac.com



Date Printed 9/16/2011

Tracking# D10010410565951

Shipped From:
MILLER ENVIRONMENTAL INC.
2210 S. DUPONT DRIVE
ANAHEIM, CA 92806

Sent By: GREGG MILLER
Phone#: (714)385-0099
wgt/(lbs): 0
Reference: OLD JAIL DEMOLITION BID
Reference 2:

SEALED BID RECEIVED
CLERK OF THE BOARD OF SUPERVISORS

SEP 19 PM 3:43
BOARD OF SUPERVISORS
RIVERSIDE COUNTY

Ship To Company:
COUNTY OF RIVERSIDE
4080 LEMON STREET
RIVERSIDE, CA 92501

Service: **S**
Sort Code: **ONT**

0.334.5000 ontrac.com



10/05/2011

Three D Service Company, Inc.
1551 East Mission Blvd.
Pomona, CA 91766

Subject: 11th St. Old Jail Demolition Project
Project No.: FM08110004032

Your bid proposal dated September 19, 2011, for the above project has been reviewed by County Counsel and this department.

Your firm is the apparent successful bidder for this project. Award of the Contract is dependent upon properly completing and returning the following documents with wet signature within **four (4) days** of this notice to our office:

- Agreement Form (5 each)
- Payment Bond (3 each)
- Performance Bond (3 each)
- Insurance Certificates (3 each)

Use the County supplied forms ONLY. To avoid unnecessary delays, sign each copy with an original signature. All signatures must be properly notarized and have an embossed corporate seal where required. Copies of signatures or rubber stamped signatures will not be accepted.

Riverside County shall be named as additional insured on the General Liability, Automobile Liability, and, if applicable, Course of Construction, insurance policies; and furnished thirty (30) days written notice prior to cancellation on all required insurance certificates. A Waiver of Subrogation endorsement shall also be provided on required insurance coverages.

After the Agreement forms are executed by the Agency, I will forward your copy to you with a pre-construction meeting date and time prior to issuing a "Notice to Proceed". Please contact me at (951) 955-8764 should you have any questions.

Sincerely,

Nahid Selbe
Project Manager

Cc:

CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: September 19, 2011

Bidder: Three D Service Company, Inc.

The undersigned, having carefully examined the proposed site and the Plans and Specifications, the Notice Inviting Bids, the Instructions to Bidders, the Agreement Form, the Bond Forms, the General Conditions for the demolition of the Riverside Old Jail hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the work in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Addendum No. 1 Date 9/15/2011

Addendum No. _____ Date _____

Addendum No. _____ Date _____

For the total Base Bid Four Hundred thirty seven thousand ^{seven hundred seventy three dollars} dollars (\$ 437,773.00), including all applicable taxes, permits and licenses

Description of Alternate # 1: Contractor to provide engineered design-build bracing scheme stamped by a registered California Civil or Structural engineer in lieu of that shown on the drawings.

Alternate 1 Deduct
\$ 40,000.00 Forty Thousand dollars.

Description of Alternate # 2: Deductive price to exclude salvage described on the plans.

Alternate 2 \$ 3,530.00 Three thousand five ^{hundred and thirty} dollars.

For the **Grand Total of Base Bid and all Alternates** Three hundred ninety four thousandtwo hundred ^{forty three dollars} dollars (\$ 394,243.00), including all applicable taxes, permits and licenses

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

AWARD OF CONTRACT

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

BID GUARANTEE

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

Name of Bidder: Three D Service Company, Inc.

Type of Organization: Demolition

Signed By: *Charlie L. Clark*

Title of Signer: Charlie L. Clark, President

Address of Bidder: 1551 East Mission Blvd.
Pomona, Ca 91766

Affix Seal
If
Corporation

Telephone No.: (909) 469-2600

Contractor's License No.: 252618

Classification: C21, A, B Expiration Date: July 31, 2012

LICENSURE STATEMENTS ARE MADE UNDER PENALTY OF PERJURY

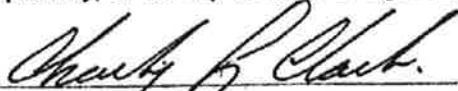
If bidder is a corporation, and signer is not President or Secretary, attach a certified copy of By-Laws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach Power of Attorney. If bidder is not an individual, list names of other persons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

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

State of California ss.
County of Orange

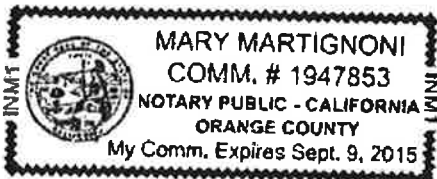
Charlie L. Clark, being first duly sworn, deposes and says:

That he or she is President of Three D Service Company, 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 Charlie L. Clark - President

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


Signature of officer administering oath



Bid Bond

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned Three D Service Company, Inc., as Principal; and *SEE #1 BELOW*, as Surety, are hereby held and firmly bound unto the County of Riverside, hereinafter called the "Owner", in the sum of **TEN PERCENT OF THE AMOUNT OF BID** Dollars (\$ 10%*****) for the payment of such sum, well and truly to be made, do hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the said Principal is herewith submitting its Proposal for the Riverside County Old Jail Demo.
FM0811000 4032

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the Contract upon said Proposal and shall, within the required number of days after the notice of such award, execute a written memorial of the awarded Contract and submit the required Labor and Material Payment and faithful Performance Bond and proof of insurance, then this obligation shall be null and void; and in the event that the Principal fails and/or refuses to execute and deliver said documents this Bond will be charged with the costs of the damages experienced by the Owner as a result of such refusal, including but not limited to, publication cost, the difference in money between the amount of the bid of the said Principal and the amount for which the obligee may legally contract with another party to perform the said work if such amount be in excess of the former; building lease or rental costs, transportation cost, and additional salary costs that result from the delay due to the Principal's default on the awarded Contract. In no event however, shall the Surety's liability exceed the penal sum hereof.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their separate seals this 14th day of Sept., 2011, the name and corporate seal of each corporate party being hereto affixed and those present duly signed by its undersigned representative, pursuant to authority of its governing body.

Three D Service Company, inc.
(Firm Name - Principal)

1551 E. Mission Blvd., Pomona, CA 91766
(Business Address)

By *Charlie L. Clark*
(Original Signature)

Charlie L. Clark - President
(Title)

Merchants Bonding Company (Mutual)
(Corporation Name - Surety)

1440 N. Harbor Blvd., #610, Fullerton, CA 92835
(Business Address)

By *Ryan Mantle*
(Original Signature) **Ryan Mantle**
Attorney in Fact

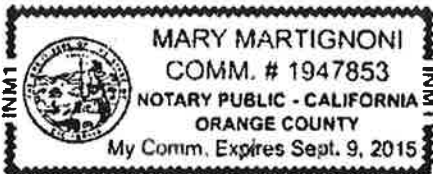
Affix Seal
If
Corporation

Affix
Corporate
Seal

*#1 - Merchants Bonding Company (Mutual)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of Orange }
 On 9-14-2011 before me, Mary Martignoni - Notary Public
Date Here Insert Name and Title of the Officer
 personally appeared Ryan Mantle
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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



Signer Is Representing: _____
Merchants Bonding
Company (Mutual)

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



Signer Is Representing: _____

Merchants Bonding Company (Mutual)

POWER OF ATTORNEY

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Les M. Mantle, Ryan Mantle

of Fullerton and State of California its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

SIX MILLION (\$6,000,000.00) DOLLARS

and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on November 16, 2002.

ARTICLE II, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof

ARTICLE II, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 20th day of January, 2009.



MERCHANTS BONDING COMPANY (MUTUAL)

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 20th day of January, 2009, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the Corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa the day and year first above written



Cindy Smyth
Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

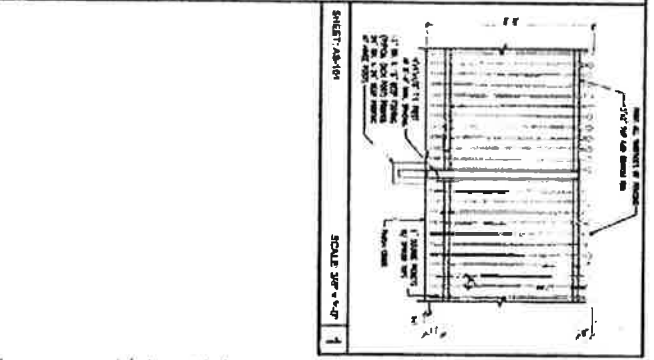
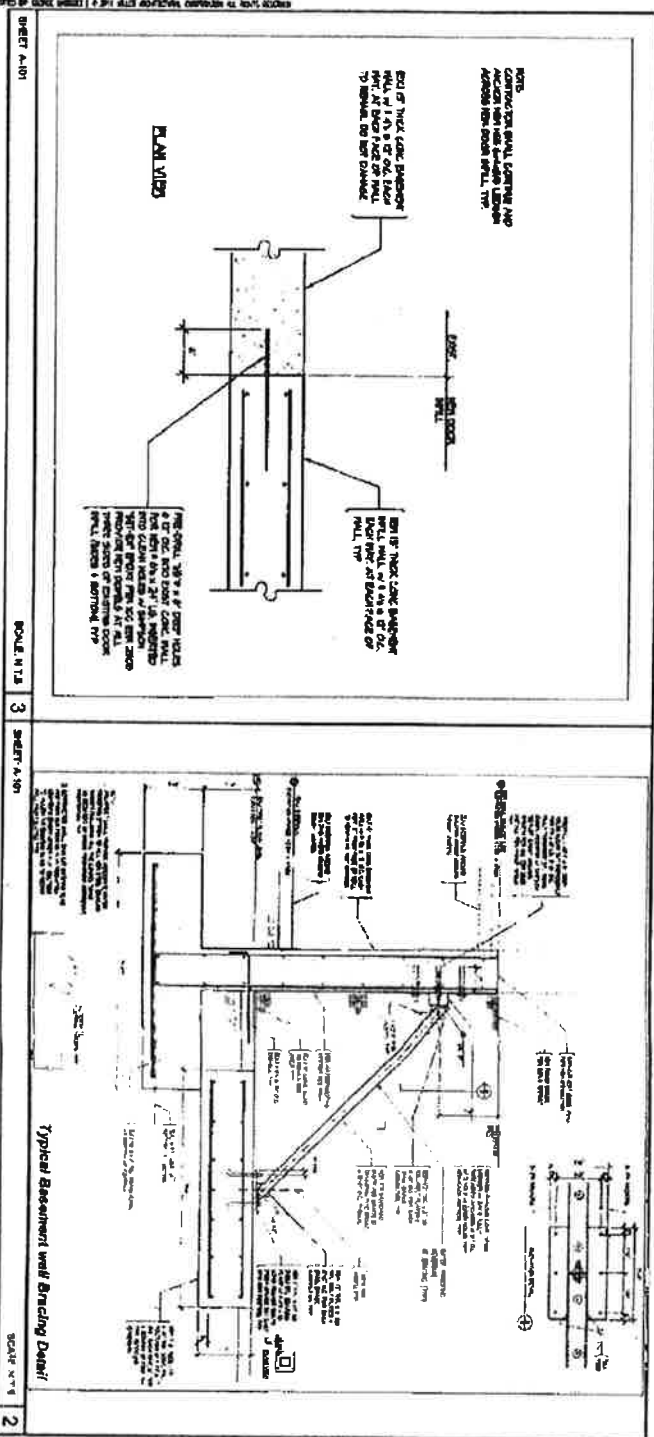
I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said MERCHANTS BONDING COMPANY (MUTUAL) which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this

14th day of **September, 2011**



William Warner Jr.
Secretary



11TH STREET JAIL DEMOLITION
11TH STREET JAIL DEMOLITION
FM08110004032
 3608 11TH STREET
 RIVERSIDE CA 92507

COUNTY OF RIVERSIDE
ECONOMIC DEVELOPMENT AGENCY
 3405 TENTH STREET, RIVERSIDE, CA 92507
 CONTACT: PHONE

OWNER APPROVES
 NAME: _____
 TITLE: _____

DESIGNER APPROVES
 NAME: _____
 TITLE: _____

DATE: _____

SCALE: 3/4" = 1'-0"

PROJECT NO: 100810004
DATE: 08-17-2011

PROJECT INFORMATION
 PROJECT NO: 100810004
 DRAWING NO: 11TH ST JAIL DEMOLITION
 DRAWING BY: JPM
 CHECKED BY: JPM
 DRAWING SCALE: AS NOTED
 DATE: 08-17-2011

SHEET NUMBER
 AS-501

SHEET NAME
 SITE DETAILS



11TH STREET JAIL DEMOLITION
11TH STREET JAIL DEMOLITION
FM08110004032
 3608 11TH STREET
 RIVERSIDE CA 92507

COUNTY OF RIVERSIDE
ECONOMIC DEVELOPMENT AGENCY
 3405 TENTH STREET, RIVERSIDE, CA 92507
 CONTACT: PHONE

OWNER APPROVES
 NAME: _____
 TITLE: _____

DESIGNER APPROVES
 NAME: _____
 TITLE: _____

DATE: _____

SCALE: 3/4" = 1'-0"

PROJECT NO: 100810004
DATE: 08-17-2011

PROJECT INFORMATION
 PROJECT NO: 100810004
 DRAWING NO: 11TH ST JAIL DEMOLITION
 DRAWING BY: JPM
 CHECKED BY: JPM
 DRAWING SCALE: AS NOTED
 DATE: 08-17-2011

SHEET NUMBER
 AS-501

SHEET NAME
 SITE DETAILS

AGREEMENT FORM

THIS AGREEMENT, entered into this 5th day of October, 2011, by and between Three D Service Company, Inc., hereinafter called the "Contractor", and the County of Riverside hereinafter called the "Owner".

WITNESSETH: That the parties hereto have mutually covenanted and agreed as follows:

CONTRACT: The Complete Contract includes all of the Contract Documents, to wit: The Notice Inviting Bids, the Instructions to Bidders, the Contractor's Proposal, Wage Schedule, Payment and Performance Bonds, the Plans and Specifications plus any Addenda thereto, the General Conditions, the Supplementary General Conditions, if applicable and this Agreement. All Contract Documents are intended to cooperate and be complimentary so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all Contract Documents.

STATEMENT OF WORK: The Contractor hereby agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials for the **Riverside Old Jail Demolition FM08110004032**. In strict accordance with the Plans and Specifications dated August 2011 prepared by Miller Architecture Corporation & 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 five (45) 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 Hundred Ninety-four Thousand, Two dollars (\$394,243.00) being the total of the base bid plus the following addenda: 1, 2, and 3. 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: Three D Service Company, Inc.

Address: 1551 E. Mission Boulevard, Pomona, CA 91766

Contractor's License No.: 252618

IF OTHER THAN CORPORATION EXECUTE HERE

Signature: _____

Title: _____

Affix Seal
If
Corporation

IF CORPORATION, FILL OUT FOLLOWING AND EXECUTE

Name of President of Corporation: Charlie L. Clark

Name of Secretary of Corporation: Ellen P. Clark

Corporation is organized under the laws of State of California

Signature: Charlie L. Clark

Title: President - Charlie L. Clark

Owner: COUNTY OF RIVERSIDE

Signature: Bob Buster

Title: Chairman - Board of Supervisors

Attest: Clerk - Board of Supervisors Kecia Harper-Thern

By: Kecia Harper-Thern

Title: deputy

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 10-10-2011 before me, Mary Martignon - Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Charlie L. Clark
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Charlie L. Clark

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



Signer Is Representing: Three D Service Company, Inc.

Signer's Name: _____

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



Signer Is Representing: _____

\$6914.00 PREMIUM IS FOR CONTRACT TERM AND IS SUBJECT TO
ADJUSTMENT BASED ON FINAL CONTRACT PRICE

Bond No. CAC 90127
EXECUTED IN TRIPLICATE

PERFORMANCE BOND

The makers of this Bond, Three D Service Company, Inc., as Principal, and Merchants Bonding Company (Mutual) as Surety, are held and firmly bound unto County of Riverside, hereinafter called the Owner, in the sum of *SEE #1 BELOW* Dollars (\$394,243.00) 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.

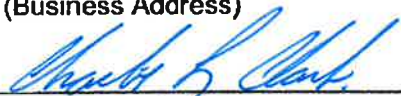
The condition of this obligation is such, that whereas the Principal entered into a certain contract, hereto attached, with the Owner, dated October 5, 2011 for 11th Street Old Jail Demolition Project - Project No. FM08110004032

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 10th Day of October, 2011.

Three D Service Company, Inc.
(Firm Name - Principal)
1551 E. Mission Blvd., Pomona, CA 91766
(Business Address)


Affix Seal
if
Corporation

By: 
(Signature - Attach Notary's Acknowledgment)

Charlie L. Clark - President
(Title)

Merchants Bonding Company (Mutual)
(Corporation Name - Surety)
c/o Lesron Insurance Agency, Inc.
1440 N. Harbor Blvd., #610, Fullerton, CA 92835
(Business Address)

Affix
Corporate
Seal

By: 
Ryan Mantle - Attorney in Fact

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

***#1 - THREE HUNDRED NINETY FOUR THOUSAND
TWO HUNDRED FORTY THREE DOLLARS**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 10-10-2011 before me, Mary Martignon - Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Charlie L. Clark
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 Mary Martignon
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Charlie L. Clark

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



Signer Is Representing: Three D Service Company, Inc.

Signer's Name: _____

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



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 10-10-2011 before me, Mary Martignoni - Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Ryan Mantle
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Mary Martignoni
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Ryan Mantle

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



Signer Is Representing: Merchants Bonding Company (Mutual)

Signer's Name: _____

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



Signer Is Representing: _____

Merchants Bonding Company (Mutual)

POWER OF ATTORNEY

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Les M. Mantle, Ryan Mantle

of Fullerton and State of California its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

SIX MILLION (\$6,000,000.00) DOLLARS

and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on November 16, 2002.

ARTICLE II, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE II, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 20th day of January, 2009.



MERCHANTS BONDING COMPANY (MUTUAL)

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 20th day of January, 2009, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Cindy Smyth
Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this

10th day of **October, 2011**



William Warner Jr.
Secretary

POA 0001 (1/06)

PREMIUM INCLUDED IN PERFORMANCE BOND

Bond No. CAC 90127
EXECUTED IN TRIPLICATE

PAYMENT BOND

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

The makers of this Bond are Three D Service Company, Inc as Principal and Original Contractor and Merchants Bonding Company (Mutual) corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated October 5, 2011 between Principal and County of Riverside, a public entity, as owner, for *SEE #1 BELOW* dollars (\$ 394,243.00) the total amount payable. THE AMOUNT OF THIS BOND IS 100% OF SAID SUM. Said contract is for public work of: 11th Street Old Jail Demolition Project - Project No. FM08110004032

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 10th Day of October 2011.

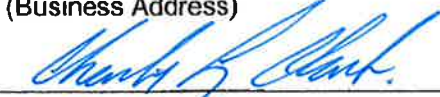
Three D Service Company, Inc.

(Firm Name - Principal)

1551 E. Mission Blvd., Pomona, CA 91766

(Business Address)

By:



(Signature - Attach Notary's Acknowledgment)

Charlie L. Clark - President

(Title)

Affix Seal
if
Corporation

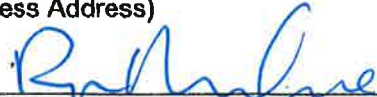
Merchants Bonding Company (Mutual)

(Corporation Name - Surety)

c/o Lesron Insurance Agency, Inc.
1440 N. Harbor Blvd., #610, Fullerton, CA 92835

(Business Address)

By:



Ryan Mantle - Attorney in Fact

ATTORNEY-IN-FACT

(Title-Attach Power of Attorney)

Affix
Corporate
Seal

***#1 - THREE HUNDRED NINETY FOUR THOUSAND TWO HUNDRED FORTY THREE DOLLARS**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 10-10-2011 before me, Mary Martignon - Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Charlie L. Clark

Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Charlie L. Clark

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



Signer Is Representing: Three D Service Company, Inc.

Signer's Name: _____

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



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Orange

On 10-10-2011 before me, Mary Martignoni - Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Ryan Mantle
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.
Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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



Signer Is Representing: Merchants Bonding Company (Mutual)

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



Signer Is Representing: _____

Merchants Bonding Company (Mutual)

POWER OF ATTORNEY

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint
Les M. Mantle, Ryan Mantle

of Fullerton and State of California its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surely any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

SIX MILLION (\$6,000,000.00) DOLLARS

and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on November 16, 2002.

ARTICLE II, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE II, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 20th day of January, 2009.



MERCHANTS BONDING COMPANY (MUTUAL)

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 20th day of January, 2009, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Cindy Smyth
Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this

10th day of **October, 2011**



William Warner Jr.
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/11/2011

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 Apollo General Insurance, Agency, 1. P. O. Box 1508 Sonoma, CA 95476	Phone: (707)996-2912 Fax: (707)996-7912	CONTACT NAME: Jerilee Lewis PHONE (A/C, No, Ext): E-MAIL ADDRESS: jerileel@apgen.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Three D Service Company, Inc. 1551 E. Mission Blvd. Pomona, CA 91766	INSURER A: Interstate Fire & Casualty Company		22829
	INSURER B: American Automobile Insurance Company		21849
	INSURER C: Liberty Insurance Underwriters Inc.		19917
	INSURER D: Great Divide Insurance Company		25224
	INSURER E: Nautilus Insurance Company		17370
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER: 121** **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			DAN1000214	7/17/2011	7/17/2012	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			<p style="color: red; font-weight: bold;">WARNING: Additional Insured status only valid if required by written contract executed prior to the loss. Coverage is limited as per terms and conditions in policy.</p>			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000	
			PRODUCTS - COMP/OP AGG \$ 2,000,000					
B	AUTOMOBILE LIABILITY			MXA80285660	7/17/2011	7/17/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$	
							\$	
			\$					
C	UMBRELLA LIAB			EXCSF183841-7	7/17/2011	7/17/2012	EACH OCCURRENCE \$ 5,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000	
	<input type="checkbox"/> CLAIMS-MADE						\$	
DED	RETENTION \$							
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCA1524927-10	1/1/2011	1/1/2012	<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	Pollution Liability			CCPO1524926-10	1/1/2011	1/1/2012	General Agg. 5,000,000	
							Each Pollution Condition 5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: 11th St. Old Jail Demolition Project, Project No.: FM08110004032. Additional Insured coverage is included if required by written contract per endorsement hereto. Waiver of Subrogation applies to General Liability, Auto Liability and Worker's Compensation. Deductibles: General Liability \$5,000.00, Auto Liability \$1,000.00 Comp./Coll., CPL \$10,000.00,

CERTIFICATE HOLDER

Holder's Nature of Interest : Certificate Holder

County of Riverside

Attn: Economic Development Agency
3403 Tenth St., Suite 500
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

© 1988-2010 ACORD CORPORATION. All rights reserved.

Insured: Three D Service Company, Inc.

Date: 07/17/2011

NOTICE OF CANCELLATION PROVISIONS

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- AUTOMOBILE LIABILITY
- UMBRELLA LIABILITY
- WORKERS COMPENSATION
- PROPERTY AND EQUIPMENT
- POLLUTION LIABILITY

1. 10 Day Notice for Non-Payment of Premium.
2. Should any of the described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the named certificate holder.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

County of Riverside, it's Director's, officers, Special Districts, Board of Supervisors, Elected Officials
Employees, Agents or Representatives
3403 Tenth St., Suite 500
Riverside, CA 92501

RE: 11th St. Old Jail Demolition Project, Project No.: FM08110004032

As Required by Written Contract

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

A. Section II – Who Is An Insured 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 ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) 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 site of the covered operations has been completed; or

(2) 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.

Other Coverage's Provided this Insured per Policy Form:

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

We waive any right of recovery we may have against a person or organization 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" when you have waived such right of recovery under a written contract with that person or organization. Such written contract must be:

- a. Currently in effect or becoming effective during the term of this policy, and
- b. Executed prior to the "bodily injury", "property damage" or "personal or advertising injury", or
- c. Executed after the "bodily injury", "property damage" or "personal and advertising injury" if:

1. The terms and conditions of the written contract or written agreement had been agreed upon prior to the "bodily injury", "property damage" or "personal and advertising injury"; and
2. The insured can definitively establish that the terms and conditions of the written contract or written agreement ultimately executed are the same as those which had been agreed upon prior to the "bodily injury", "property damage" or "personal and advertising injury".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: County of Riverside, it's Director's, officers, Special Districts, Board of Supervisors, Elected Officials Employees, Agents or Representatives 3403 Tenth St., Suite 500 Riverside, CA 92501
Location And Description of Completed Operations: 11 th St. Old Jail Demolition Project, Project No.: FM08110004032
Additional Premium: N/A
AS Required by Written Contract

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

Section II – Who Is An Insured 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" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

Other Coverage's Provided this Insured per Policy Form:

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

We waive any right of recovery we may have against a person or organization 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" when you have waived such right of recovery under a written contract with that person or organization. Such written contract must be:

- a. Currently in effect or becoming effective during the term of this policy, and
- b. Executed prior to the "bodily injury", "property damage" or "personal or advertising injury", or
- c. Executed after the "bodily injury", "property damage" or "personal and advertising injury" if:
 1. The terms and conditions of the written contract or written agreement had been agreed upon prior to the "bodily injury", "property damage" or "personal and advertising injury"; and
 2. The insured can definitively establish that the terms and conditions of the written contract or written agreement ultimately executed are the same as those which had been agreed upon prior to the "bodily injury", "property damage" or "personal and advertising injury".

Insuring Company: American Automobile Insurance Co.
Named Insured: Three D Service Company, Inc.
Policy Number: MXA80285660
Policy Term: 07/17/2011-07/17/2012

FleetCover®

Broadened Named Insured

Automatic coverage for newly acquired or formed organizations until policy expiration or 12 month anniversary whichever is sooner. Also, automatic coverage for existing organizations until policy expiration or 12 month anniversary whichever is sooner.

Broadened Who Is An Insured

Automatically extends insured status to employees.

Additional Insured Coverage and Waiver of Subrogation

Provides Insured status and waives right of subrogation to any entity that requires it on the basis of an insured contract, written agreement or permit.

Auto Medical Payments - Increased Limit

Automatically increases Medical Payments to \$5,000 limit if coverage is purchased and triggered through appropriate symbol on declarations page.

Hired Auto Physical Damage Coverage

Physical damage coverage is extended to any hired auto provided physical damage is provided to owned vehicles. Pays ACV or cost of repair - - no per occurrence or aggregate limit. Also includes costs or fees associated with loss to a hired auto, subject to \$500 maximum and not exceed 7 days.

Communications Equipment Coverage

Covers up to \$1,500 per occurrence coverage for loss to any permanently attached electronic equipment that receives or transmits audio, visual or data signals. This coverage is enhanced to include such new high technology equipment as the satellite tracking for locating vehicles out on the road.

Tapes and Compact Discs Coverage

Covers up to \$250 coverage for owned property inside covered auto at time of loss.

Airbag Coverage

Deletes mechanical breakdown exclusion as respects the unintended discharge of an airbag.

Rental Reimbursement

No per day limit. Subject to maximum available of \$1500 for no more than 45 days. Includes additional transportation expenses beyond rental expenses.

Extended Towing Coverage

Towing and labor costs covered up to \$750 per disablement. \$250 deductible applies if truck

type vehicle disabled (no deductible if PPT vehicle involved).

Cancellation - 120 Days Notice

120 days notice of cancellation unless policy to be canceled for non-payment of premium.

Supplementary Payments - Increased Limits

Provides up to \$2,500 cost of bail bonds and up to \$500 in daily expenses.

Duties in the Event of Accident, Claims, Suit or Loss - Amended

Limits duty to report accident, claim, suit or loss to specific persons within the insured's organization.

Unintentional Failure to Disclose Hazards

Unintentional failure to disclose hazards on part of insured does not bar coverage.

Fellow Employee Coverage

Exclusion is waived. This is important if employees are provided commercial autos by their employers and have no personal auto insurance of their own. By the waiver of this exclusion, FleetCover provides excess insurance over any other collectable coverage that is applicable.

Limited Mexico Coverage

Extends policy to provides excess coverage over any other collectible insurance. This part includes an important reminder that Mexican auto coverage must be purchased prior to entering Mexico.

Extended Glass Coverage

If glass damage occurs, deductible is waived if glass can be repaired rather than replaced.

Broadened Definition of Bodily Injury

Defines Bodily Injury to include "mental anguish" resulting from bodily injury, sickness or disease.

Customer Lease or Loan Physical Damage Coverage Extension

For all covered owned autos, this covers outstanding debt on loan or lease if total loss amount exceeds actual cash value.

Additional Insured if required by contract:

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06 (04-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be .02 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Any principal wherein such waiver has been included before loss as part of a contractual undertaking by the Named Insured.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/2011 Policy No. WCA 1524927 - 10 Endorsement No.
Insured Three D Service Company, Inc.

Insurance Company Great Divide Insurance Company

Countersigned by





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/11/2011

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 Apollo General Insurance, Agency, 1, P. O. Box 1508 Sonoma, CA 95476	Phone: (707)996-2912 Fax: (707)996-7912	CONTACT NAME: Jerilee Lewis PHONE (A/C, No, Ext): E-MAIL ADDRESS: jerileel@apgen.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Three D Service Company, Inc. 1551 E. Mission Blvd. Pomona, CA 91766	INSURER A : AGCS Marine Insurance Company		22837
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 146 **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
	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 \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N N/A					<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Equipment Floater			MXI93033421	7/17/2011	7/17/2012	Aggregate Limit: 3,740,000 Rented/Leased:Per Item/Occ. 500,000

WARNING: Additional Insured status only valid if required by written contract executed prior to the loss. Coverage is limited as per terms and conditions in policy.

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

RE: 11th St. Old Jail Demolition Project, Project No.: FM08110004032. County of Riverside, it's Director's, Officers, Special Districts, Board of Supervisors, Elected Officials, Employees, Agents or Representatives are named Additional Insured if required by written contract per endorsement hereto. Inland Marine Deductible \$1,000.00.

CERTIFICATE HOLDER

Holder's Nature of Interest : Certificate Holder

County of Riverside

Attn: Economic Development Agency
3403 Tenth St., Suite 500
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

© 1988-2010 ACORD CORPORATION. All rights reserved.

Insured: Three D Service Company, Inc.

Date: 07/17/2011

NOTICE OF CANCELLATION PROVISIONS

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- AUTOMOBILE LIABILITY
- UMBRELLA LIABILITY
- WORKERS COMPENSATION
- PROPERTY AND EQUIPMENT
- POLLUTION LIABILITY

1. 10 Day Notice for Non-Payment of Premium.
2. Should any of the described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the named certificate holder.

Three D Service Company, Inc.

MXI93033421

7/17/2011 to 7/17/2012

The maximum for any single piece of additionally acquired equipment is \$

In the event such total insured values exceed \$, the Insured shall pay an additional premium at the rate of \$ (one half of the annual rate charged on this policy). In the event the total insured values are less than \$, we shall return premium based on the same rate.

Additional Coverages 4.b. Additionally Purchased Property is deleted.

2. Blanket Additional Insured/Loss Payee

Blanket Additional Insureds and Loss Payees are added for covered property under Contractor's Equipment Coverage Form as their interest(s) may appear under a written agreement with you prior to any loss.

3. Unintentional Errors or Omissions

It is agreed that your failure to disclose all hazards existing on the effective date of this policy shall not prejudice you with respect to the coverage afforded by this policy provided such failure or any omission is not in-tentional.

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

This Form must be attached to Change Endorsement when issued after the policy is written.