



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

KECIA HARPER-IHEM  
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR  
Assistant Clerk of the Board

September 19, 2011

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

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

**RE: NOTICE INVITING BIDS: TLMA FUEL STATION UPGRADE**

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **TWO (2) TIMES:**  
**Wednesdays: September 21 and 28, 2011.**

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

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

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

Thank you in advance for your assistance and expertise.

Sincerely,

*Mcgil*

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

**Gil, Cecilia**

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**From:** PE Legals <legals@pe.com>  
**Sent:** Monday, September 19, 2011 8:19 AM  
**To:** Gil, Cecilia  
**Subject:** RE: FOR PUBLICATION: TLMA FUEL STATION UPGRADE

Received for publication on 9/21 & 9/28

Thank You!

**enterprise**media

Publisher of the Press-Enterprise

Maria G. Tinajero • Legal Advertising Department

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

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

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**From:** Gil, Cecilia [<mailto:CCGIL@rcbos.org>]  
**Sent:** Monday, September 19, 2011 8:15 AM  
**To:** PE Legals  
**Subject:** FOR PUBLICATION: TLMA FUEL STATION UPGRADE

Once again, Notice Inviting Bids, for publication on 2 Wednesdays: Sept. 21 and 28, 2011. Please confirm. THANK YOU!

*Cecilia Gil*

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

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

## NOTICE INVITING BIDS

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

### **Hemet Road Maintenance Yard Fuel Dispensing System Replacement Project**

Summary of Work: The project involves removal of existing fuel island, one 10,000 gallon diesel and one 4000 gallon diesel double-walled steel fiberglass underground storage tanks with dispensers, and construction of new above ground fueling station with two 2000 above ground diesel storage tanks and dispensers.

Proposals shall be delivered to the Clerk of the Board of Supervisors, on the 1st floor of the County Administrative Center located at 4080 Lemon Street, Riverside, CA 92501 no later than **2:00 PM, on Thursday, October 13, 2011** to be promptly opened in public at said address.

Each Proposal shall be in accordance with the Plans, Specifications, and other Contract Documents, dated June 2011, and prepared by MRC, Engineering Inc. A nonrefundable fee of (\$ 77.00) dollars will be charged for each set of Plans and Specifications furnished to Contractors. An additional nonrefundable fee will be charged for each set of Plans and Specifications furnished that are requested to be mailed to Contractors. Starting Sept. 15, 2011, the Plans and Specifications may be obtained from the following:

ARC Reprographics (Formerly OCB Reprographics)  
4295 Main Street, Riverside, CA  
Phone: 951.686.0530

All fees are due at the time of request and must be paid by check or money order made payable to ARC Reprographics, Inc.

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

The Contractor will be required, per Public Contracts Code, Section 3300 and for this contract, to have current and valid State of California Contractor's License Classification:

- A – General Engineering Contractor or
- B - General Building Contractor

A **MANDATORY** pre-bid job walk meeting/inspection will be held on Wednesday, Oct. 5, 2011, at 9:30 AM, at the following location: TLMA Maintenance Yard, 595 N. Juanita Ave. Hemet, CA

**No bids will be accepted from bidders who have not attended the pre-bid job-walk.**

For further information, contact Tim Warner at the Economic Development Agency Department, located at 3403 10<sup>th</sup> Street, Suite 400, Riverside CA, whose telephone number is (951) 955-4896.

Dated: September 19, 2011

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

FOR BILLING INQUIRIES:  
CALL (951) 368-9710  
EMAIL [billinginquiry@pe.com](mailto:billinginquiry@pe.com)



THE PRESS-ENTERPRISE [pe.com](http://pe.com)



WEEKLY



HS



10	11	12	13	15	16	17	18	19	20
DATE	REFERENCE NUMBER	DESCRIPTION - OTHER COMMENTS/CHARGES	PRODUCT/ZONE	SIZE	BILLED UNITS	TIMES RUN	RATE	GROSS AMOUNT	NET AMOUNT
09/21/2011	I00623504-09212011	PO# TLMA FUEL STATION UPGRADE, †	Press-Enterprise	2 x 87 LI	174	1	1.29	224.90	224.90
09/28/2011	I00623504-09212011	PO# TLMA FUEL STATION UPGRADE, †	Press-Enterprise	2 x 87 LI	174	1	1.19	207.60	207.60

Order Placed by: Cecilia Gil

RECEIVED RIVERSIDE COUNTY  
 CLERK / BOARD OF SUPERVISORS  
 2011 OCT 12 PM 1:32

EDA & Transp.  
3.45 of 08/16/11

Legal Advertising Invoice

<b>BALANCE</b>
\$432.50

SALES CONTACT INFORMATION		ADVERTISER INFORMATION			
1	25	6	7	2	7
BILLING PERIOD	BILLED ACCOUNT NUMBER	ADVERTISER/CLIENT NUMBER	ADVERTISER/CLIENT NAME		
Kimberly Solis 951-368-9290	09/28/2011 - 09/28/2011	100141323	100141323	BOARD OF SUPERVISORS	

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR REMITTANCE

ADVERTISER/CLIENT NAME			
BOARD OF SUPERVISORS			
1	6	7	7
BILLING PERIOD	BILLED ACCOUNT NUMBER	ADVERTISER/CLIENT NUMBER	ADVERTISER/CLIENT NUMBER
09/28/2011 - 09/28/2011	100141323	100141323	100141323
23	24	3	3
BALANCE	INVOICE NUMBER	TERMS OF PAYMENT	TERMS OF PAYMENT
\$432.50	I00623504-09212011	DUE UPON RECEIPT	DUE UPON RECEIPT



Legal Advertising Invoice

8 BILLING ACCOUNT NAME AND ADDRESS

9 REMITTANCE ADDRESS

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

Enterprise Media  
POST OFFICE BOX 12009  
RIVERSIDE, CA 92502-2209

# THE PRESS-ENTERPRISE

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

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

Publication(s): Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc.: / TLMA FUEL STATION UPGRADE

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

**09/21, 09/28/2011**

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

Date: September 28, 2011  
At: Riverside, California



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

Ad Number: 0000623504-01

P.O. Number: TLMA FUEL STATION UPGRADE

## Ad Copy:

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Dated: September 19, 2011  
By: Cecilia Gil, Board Assistant  
9/21,28



# MEMORANDUM

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RIVERSIDE COUNTY COUNSEL

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

DATE: October 25, 2011

TO: Jane Jennings  
Clerk of the Board

FROM: Marsha L. Victor  
Principal Deputy

RE: Bids for Hemet Fuel Station Upgrade Project

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

The apparent low bid by Jenal Engineering Company appears to be in appropriate form and would constitute a proper basis for award of a contract.

All documents submitted are returned herewith.

MLV

cc: Tim Warner, EDA/Project Management

## Bid Summary

TO:	Pamela J. Walls County Counsel	PROJECT:	Hemet Fuel Station Upgrade Project
FROM:	Jane Jennings 955-8092 Board Assistant, COB	BID DATE:	10/20/11
Project Mgr:	Tim Warner - EDA (951) 955-4896	BID TIME:	10:30 a.m.
		ITEM/DATE:	#3.45 of 08/16/11

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

### CONTRACTORS

### BID AMOUNT

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Jenal Engineering Corporation  
7959 Lemon Grove Way  
Lemon Grove, CA 91945  
(619) 697-2200

Base Bid: \$ 295,691.00  
Alternate 1: \$ + 1,500.00  
Alternate 2: \$ + 2,000.00  
Grand Total: \$ 299,191.00

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Gems Environmental Mgmt Svcs, Inc.  
P.O. Box 5001  
Bay Point, CA 94565  
(925) 709-1994

Base Bid: \$ 349,104.09  
Alternate 1: \$ + 1,090.00  
Alternate 2: \$ + 2,775.00  
Grand Total: \$ 352,969.09

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Western Pump, Inc.  
3235 'F' Street  
San Diego, CA 94102  
(619) 578-2176

Base Bid: \$ 398,378.00  
Alternate 1: \$ + 1,440.00  
Alternate 2: \$ + 3,000.00  
Grand Total: \$ 402,818.00

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KEAR Civil Corporation  
22041 N. 23<sup>rd</sup> Ave.  
Phoenix, AZ 85027  
(623) 742-2310

Base Bid: \$ 404,873.00  
Alternate 1: \$ + 1,960.00  
Alternate 2: \$ + 3,450.00  
Grand Total: \$ 410,283.00

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MJK Construction, Inc..  
2766 Pomona Blvd.  
Pomona, CA 91768  
(800) 698-1645

Base Bid: \$ 400,064.00  
Alternate 1: \$ + 7,506.00  
Alternate 2: \$ + 7,062.00  
Grand Total: \$ 414,632.00

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Hemet MFG. Co  
Dba: Genesis Construction  
170 E. Oakland  
Hemet, CA 92543  
(951) 652-6977

Base Bid: \$ 430,500.00  
Alternate 1: \$ + 5,000.00  
Alternate 2: \$ + 1,500.00  
Grand Total: \$ 437,000.00

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**CONTRACTORS**

**BID AMOUNT**

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Dalke & Sons Construction, Inc. 4585 Allstate Dr. Riverside, CA 92501 (951) 274-9880	Basel Bid: \$ 440,500.00 Alternate 1: \$ + 1,550.00 Alternate 2: <u>\$ 2,400.00</u> Grand Total: \$
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Tafoya & Associates 15471 Red Barn Court Chino Hills, CA 91709 (909) 606-6322	Base Bid: \$ 437,591.00 Alternate 1: \$ + 980.00 Alternate 2: <u>\$ + 6,750.00</u> Grand Total: <u>\$ 445,321.00</u>
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**NOTE:** At 10:34 a.m., we received a FedEx delivery from Jauregui & Culver, Inc., the bid remains sealed.



**CONTRACTOR'S PROPOSAL**

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: October 20, 2011

Bidder: Jenal Engineering Corporation

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 **Hemet Road Maintenance Yard Fuel Dispensing System Replacement**, and 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:

**ADDENDUMS:** <sup>1</sup>

Addendum No. 1	Date:	<u>October 6, 2011</u>
Addendum No. 2	Date:	<u>October 12, 2011</u>
Addendum No. 3	Date:	_____

<b>BASE BID</b> - .....					<b>\$</b> <u>295,691.00</u>
<b>ADD ALTERNATE 1</b> Unit Price	<b>\$</b> <u>150.00</u>	(per ton) X ten (10) total tons		<b>\$</b> <u>1,500.00</u>	
<b>ADD ALTERNATE 2</b> Unit Price	<b>\$</b> <u>1.33</u>	(per gallon) X 1500 gallons		<b>\$</b> <u>2,000.00</u>	
<b>TOTAL</b> including all applicable taxes, permits, and licenses .....				<b>\$</b> <u>299,191.00</u>	

**Bids must be submitted on all items as listed above.** 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 accepted in any order after award of the base bid and may be added to the contract amount.

**DESIGNATION OF SUBCONTRACTORS**

In compliance with Section 4104 of the Public Contract Code the undersigned submits the following complete list of each Subcontractor who will perform work or labor or render service in or about the construction/installation in an amount in excess of 1/2 of 1% of said total bid.

<b>PORTION OF THE WORK:</b>	<b>SUBCONTRACTOR'S NAME:</b>	<b>ADDRESS:</b>
Water T&D	Nieto & Sons Trucking	P.O. Box 760, Yorba Linda, CA 92885
Canopy Install	Madison Industries	1900 E. 64th Street, Los Angeles, CA 90001
Asphalt	NPG Asphalt Products	1354 Jet Way, Perris, CA 92571

**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: Jenal Engineering Corporation

Type of Organization: Petroleum Contractor

Signed By: 

Title of Signer: Vice President, Jenal Engineering Corporation

Affix Seal  
If  
Corporation

Address of Bidder: P.O. Box 459  
Lemon Grove, CA 91946

Telephone No.: (619) 697-2200

Contractor's License No.: A-602806

Classification: A-Haz Expiration Date: September 30, 2012

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

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

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

State of California ) ss.  
County of Riverside )

Alan P. Westermeyer, being first duly sworn, deposes and says:

That he or she is Vice President of Jenal Engineering Corporation 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 October, 2011.

Margaret F. Wimbs, Notary Public  
Signature of officer administering oath



**Bid Bond**

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned Jenal Engineering Corporation, 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 Amount 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 **Hemet Road Maintenance Yard Fuel Dispensing System Replacement Project.**

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 18th day of October, 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.

Jenal Engineering Corporation  
(Firm Name - Principal)

7959 Lemon Grove Way, Lemon Grove, CA 91945  
(Business Address)

By [Signature]  
(Original Signature)  
President  
(Title)

Affix Seal  
If  
Corporation

SureTec Insurance Company  
(Corporation Name - Surety)

3033 5th Avenue, Suite 300, San Diego, CA 92103  
(Business Address)

By [Signature]  
(Original Signature) Arturo Ayala  
ATTORNEY-IN-FACT

Affix  
Corporate  
Seal

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange

On 10/18/11 before me, Susan Pugh, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Arturo Ayala  
Name(s) of Signer(s)

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



Place Notary Seal Above

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

Witness my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public Susan Pugh

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: 10/18/11 Number of Pages: One

Signer(s) Other Than Named Above: None

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

Signer's Name: Arturo Ayala

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

POA #: 510023

Bond No. JENEN-2

# 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

Arturo Ayala, Ralph Eidem Jr., Daniel Huckabay, Dwight Reilly

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 10/31/2013 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

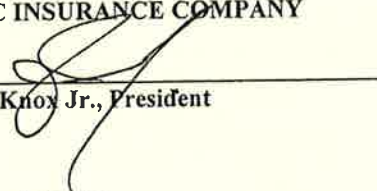
*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the 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 20<sup>th</sup> 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.

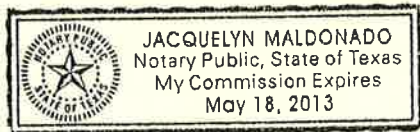
SURETEC INSURANCE COMPANY

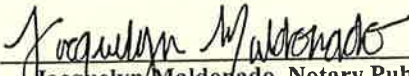
By:   
John Knox Jr., President



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 18th day of October, 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) 812-0800 any business day between 8:00 am and 5:00 pm CST.


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

Labor Code Section 3700

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

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

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

  
\_\_\_\_\_  
Principal

\_\_\_\_\_  
Principal

  
\_\_\_\_\_  
Title

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





State Of California  
**CONTRACTORS STATE LICENSE BOARD**  
**ACTIVE LICENSE**



License Number

**602806**

Entity **CORP**

Business Name

**JENAL ENGINEERING CORPORATION**

Classification(s)

**A HAZ**

Expiration Date

**09/30/2012**

[www.cslb.ca.gov](http://www.cslb.ca.gov)





JENAL-1 OP ID: RK

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/08/11

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

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

<b>PRODUCER</b> Kettering-Rose Insurance 3545 Camino Del Rio S., Ste. A San Diego, CA 92108 Robyn Kettering	619-291-7777 619-291-7776	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Jenal Engineering Corporation Alan & Jennifer Westermeyer P.O. Box 459 Lemon Grove, CA 91946	<b>INSURER A : Westchester Surplus Lines Ins.</b>		
	<b>INSURER B : General Insurance Company</b>		
	<b>INSURER C : Hartford Fire Ins. Co.</b>		<b>19682</b>
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		G22074982006	06/01/11	06/01/12	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owner/Cont Prot. <input checked="" type="checkbox"/> Pollution Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>50,000</b>
B	AUTOMOBILE LIABILITY		24CC2652403	06/01/11	06/01/12	MED EXP (Any one person) \$ <b>5,000</b>
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					PERSONAL & ADV INJURY \$ <b>1,000,000</b>
A	UMBRELLA LIAB	<input checked="" type="checkbox"/>	G22074994005	06/01/11	06/01/12	GENERAL AGGREGATE \$ <b>2,000,000</b>
	<input checked="" type="checkbox"/> EXCESS LIAB DED      RETENTION \$	<input checked="" type="checkbox"/>				PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		72UUMKT3976	06/01/11	06/01/12	<b>Poll/Prof</b> \$ <b>1,000,000</b>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
	Equipment Floater					BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ <b>4,000,000</b> AGGREGATE \$ \$ WC STATU-TORY LIMITS      OTH-ER E.L EACH ACCIDENT \$ E.L DISEASE - EA EMPLOYEE \$ E.L DISEASE - POLICY LIMIT \$

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

<b>CERTIFICATE HOLDER</b>  Evidence of Insurance	<b>EVIDENC</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE  

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

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

ISSUE DATE: 04-01-2011

GROUP: 000467  
 POLICY NUMBER: 0000518-2011  
 CERTIFICATE ID: 217  
 CERTIFICATE EXPIRES: 04-01-2012  
 04-01-2011/04-01-2012

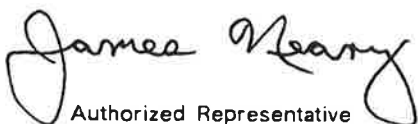
SD

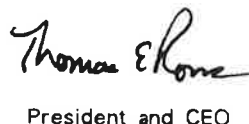
This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

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

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

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

  
 Authorized Representative

  
 President and CEO

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

ENDORSEMENT #1600 - JENNIFER ROBIN WESTERMEYER, PRESIDENT - EXCLUDED.

ENDORSEMENT #1600 - ALAN PAUL WESTERMEYER, VICE PRESIDENT - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 04-01-2001 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

JENAL ENGINEERING CORPORATION  
 PO BOX 459  
 LEMON GROVE CA 91946

SD

**Submission date: 10/20/2011**

**(951) 955-4896**

**[TAWarner@rivcoeda.org](mailto:TAWarner@rivcoeda.org)**

**Tim Warner, project Manager**



**Hemet Maintenance Yard**

**Bid Submission #FM083313000122/20110122**





GENERAL ENGINEERING CONTRACTOR  
P.O. BOX 459 • LEMON GROVE, CA 91946

TO: **HEMET ROAD MAINTENANCE  
YARD FUEL DISPENSING  
SYSTEM REPLACEMENT  
PROJECT**

**BID OPENING: 10/20/2011  
ATTN: 10:30AM**

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

**2011 OCT 20 AM 8:00**

**RECEIVED RIVERSIDE COUNTY  
CLERK / BOARD OF SUPERVISORS**

**CONTRACTOR'S PROPOSAL**

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

GEMS ENVIRONMENTAL

Date: 10/18/2011

Bidder: MANAGEMENT SERVICES, 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 **Hemet Road Maintenance Yard Fuel Dispensing System Replacement**, and 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:

**ADDENDUMS:** <sup>1</sup>

Addendum No. 1	Date:	<u>10/06/2011</u>
Addendum No. 2	Date:	<u>10/12/2011</u>
Addendum No. 3	Date:	<u>                    </u>

<b>BASE BID</b> - .....				\$ <u>349,104.09</u>
<b>ADD ALTERNATE 1</b> Unit Price	\$ <u>109.00</u>	(per ton) X ten (10) total tons		\$ <u>1,090.00</u>
<b>ADD ALTERNATE 2</b> Unit Price	\$ <u>1.85</u>	(per gallon) X 1500 gallons		\$ <u>2,775.00</u>
<b>TOTAL</b> including all applicable taxes, permits, and licenses .....				\$ <u>352,969.09</u>

**Bids must be submitted on all items as listed above.** 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 accepted in any order after award of the base bid and may be added to the contract amount.

## DESIGNATION OF SUBCONTRACTORS

In compliance with Section 4104 of the Public Contract Code the undersigned submits the following complete list of each Subcontractor who will perform work or labor or render service in or about the construction/installation in an amount in excess of 1/2 of 1% of said total bid.

PORTION OF THE WORK:	SUBCONTRACTOR'S NAME:	ADDRESS:
TANK REMOVAL	MIETO : SONS TRUCKING, INC	PO BOX 760 YORBA LINDA, CA 92885

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

State of California ) ss.  
County of Riverside )

RICHARD CAMACHO, being first duly sworn, deposes and says:  
That he or she is PRESIDENT of GEMS ENVIRONMENTAL  
MANAGEMENT SERVICES 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]  
Signature

Subscribed and sworn to before me this 18<sup>TH</sup> day of OCTOBER, 2011.

[Signature]  
Signature of officer administering oath





**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: GEMS ENVIRONMENTAL MANAGEMENT SERVICES, INC

Type of Organization: CORPORATION

Signed By: [Signature]

Title of Signer: PRESIDENT

Affix Seal

Address of Bidder: P.O. Box 5001  
BAY POINT CA 94565

If  
Corporation

Telephone No.: 925-709-1944

Contractor's License No.: 864458

Classification: A/HAZ Expiration Date: 9/30/2013

**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.

**Bid Bond**

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned GEMS Environmental Management Services, 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 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 Hemet Road Maintenance Yard Fuel Dispensing System Replacement Project.

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 October, 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.

GEMS Environmental Management Services, Inc.

(Firm Name - Principal)

P.O. Box 5001 Bay Point, CA 94565

(Business Address)

By [Signature]

(Original Signature)

PRESIDENT

(Title)

SureTec Insurance Company

(Corporation Name - Surety)

3033 Fifth Avenue Suite 300 San Diego, CA 92103

(Business Address)

By [Signature]

(Original Signature) John F. Arents

ATTORNEY-IN-FACT

Affix Seal  
if  
Corporation

Affix  
Corporate  
Seal

Hemet Road Maintenance Yard Fuel  
Dispensing System Replacement Project  
(20110122)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF California } ss.:  
COUNTY OF Contra Costa } ss.:

On October 17, 2011, before me Cathy A. Shapard, Notary Public  
DATE Here Insert Name and Title of the Officer

personally appeared John F. Arents

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.  
Cathy A. Shapard  
(Signature of Notary)

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Bid Bond  
Document Date: October 14, 2011 Number of Pages: 1  
Signer(s) Other Than Named Above: GEMS Environmental Management Services, Inc.

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

Signer's Name: John F. Arents Signer's Name: N/A

- Individual
- Corporate Officer – Title(s) \_\_\_\_\_
- Partner –  Limited  General
- Attorney-In-Fact
- Trustee
- Guardian or Conservator

- Individual
- Corporate Officer – Title(s) \_\_\_\_\_
- Partner –  Limited  General
- Attorney-In-Fact
- Trustee
- Guardian or Conservator

Other: \_\_\_\_\_



Signer is Representing: SureTec  
Insurance Company

Other: \_\_\_\_\_



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

# 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

Mark C. Johnson, John F. Arents, Cecil A. Collins III

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 10/31/2013 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 20<sup>th</sup> 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.

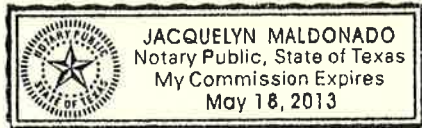
SURETEC INSURANCE COMPANY

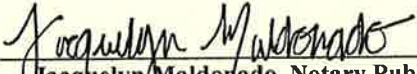
By:   
John Knox Jr., President

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 14<sup>th</sup> day of October, 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) 812-0800 any business day between 8:00 am and 5:00 pm CST.



P.O. Box 5001 Bay Point, CA 94565

County of Riverside  
Clerk of the Board of Supervisors  
County Administrative Center, 1<sup>st</sup> Floor  
4080 Lemon Street  
Riverside, CA 92501

Bid Proposal No. FM083313000122 / 20110122  
Hemet Road Maintenance Yard Fuel Dispensing System Replacement Project  
Due Date: October 20, 2011 by 10:30 A.M.

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

RECEIVED RIVERSIDE COUNTY  
CLERK / BOARD OF SUPERVISORS

2011 OCT 19 AM 10:17

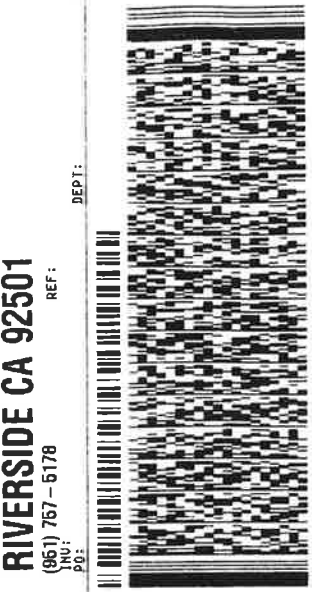
ACTWGT: 0.2 LB  
 CRD: /POS1242  
 DIMS: 0x0x0 IN  
 BILL SENDER

GEMS ENVIRONMENTAL MGMT SVCS  
 195 HIGHWAY AVE  
 BAY POINT, CA 945651719  
 UNITED STATES US

TO CLERK OF BOARD OF SUP  
 COUNTY ADMIN CTR  
 4080 LEMON ST  
 1ST FL  
 RIVERSIDE CA 92501

REF: (961) 767-6178  
 INU: PG: DEPT:

# 156297-435 RIT 04/11



WED - 19 OCT A1  
 PRIORITY OVERNIGHT

TRK# 8770 8215 2768  
 92501  
 CA - US  
 ONT



RECIP: PEEL HERE

00050  
 00052

719 3 C  
 8770 8215 2768

FedEx NEW  
 Express US Airbill

1 From this portion can be removed for Recipient's records.  
 Date 10/18/11  
 FedEx Tracking Number 877082152768

Sender's Name STEVE ROJEK  
 Phone 925 709-1944

Company GEMS ENVIRONMENTAL MGMT SVCS  
 Address 195 HIGHWAY AVE  
 City DAY POINT State CA ZIP 94565-1719

2 Your Internal Billing Reference B04# F008331300122  
 3 To Recipients Name CLERK OF THE BOARD OF SUPERVISORS  
 Company COUNTY ADMINISTRATIVE CENTER

Address 4080 LEMON ST  
 City RIVERSIDE State CA ZIP 92501

Address 4080 LEMON ST  
 City RIVERSIDE State CA ZIP 92501

4 Express Package  
 NOTE: Service order has changed

5 Packaging  
 FedEx Standard Overnight  
 Next business afternoon\*  
 Saturday Delivery NOT available

6 Special Handling  
 SATURDAY Delivery  
 NOT available for FedEx Standard Overnight

7 Payment Bill to:  
 Sender  
 Recipient

Total Packages  
 Total Weight

Rev. Date 11/10 - Per #103134 - © 1994-2010 FedEx - PRINTED IN U.S.A. SHS

**CONTRACTOR'S PROPOSAL**

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: 10/19/11

Bidder: WESTERN PUMP, 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 **Hemet Road Maintenance Yard Fuel Dispensing System Replacement**, and 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:

**ADDENDUMS:** <sup>1</sup>

Addendum No. 1	Date:	<u>10/6/11</u>
Addendum No. 2	Date:	<u>10/12/11</u>
Addendum No. 3	Date:	_____

<b>BASE BID</b> - .....				\$	<u>398,378</u>
<b>ADD ALTERNATE 1</b> Unit Price	\$	<u>144</u>	(per ton) X ten (10) total tons	\$	<u>1,440</u>
<b>ADD ALTERNATE 2</b> Unit Price	\$	<u>2</u>	(per gallon) X 1500 gallons <i>non-haz</i>	\$	<u>3,000</u>
<b>TOTAL</b> including all applicable taxes, permits, and licenses .....				\$	<u>402,818</u>

**Bids must be submitted on all items as listed above.** 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 accepted in any order after award of the base bid and may be added to the contract amount.

## DESIGNATION OF SUBCONTRACTORS

In compliance with Section 4104 of the Public Contract Code the undersigned submits the following complete list of each Subcontractor who will perform work or labor or render service in or about the construction/installation in an amount in excess of 1/2 of 1% of said total bid.

PORTION OF THE WORK:	SUBCONTRACTOR'S NAME:	ADDRESS:
DEMOLITION CONCRETE WORK	FONSECA CONSTRUCTION, INC.	P.O. BOX 56007, RIVERSIDE, CA 92517
UST REMOVAL	NIETO & SONS TRUCKING, INC.	P.O. BOX 760, YORBA LINDA, CA 92885
ASPHALT PAVING	NATIONAL PAVING CO., INC.	P.O. BOX 3649, RIVERSIDE, CA 92519
CANOPY	MADISON INDUSTRIES	1900 E. 64 <sup>TH</sup> STREET, LOS ANGELES, CA 90001
DEWATERING	CALIFORNIA HAZARDOUS SERVICES, INC.	3132 WEST ADAMS STREET, SANTA ANA, CA 92704
SOIL SAMPLES, 1166	ADVANCED GEORENVIROMENTAL, INC.	381 THOR PLACE, BREA, CA 92821
NON-HAB CONTAMINATED SOIL REMOVAL/DISPOSAL	BELSHIRE ENVIRONMENTAL SERVICES, INC.	25971 TOWNE CENTRE DRIVE, FOOTHILL BANCH, CA 92610



**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: WESTERN PUMP, INC.

Type of Organization: CORPORATION

Signed By:  [Signature]

Title of Signer: PRESIDENT

Address of Bidder: 3235 F STREET

SAN DIEGO, CA 92102

Affix Seal  
If  
Corporation

Telephone No.: 619-578-2176

Contractor's License No.: 673853

Classification: C61/D40, HAZ, A, C10 Expiration Date: 07/31/2013

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 )

I, DENNIS RETHMEIER, being first duly sworn, deposes and says:

That he or she is PRESIDENT of WESTERN PUMP, 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.

X *D. D. Rethmeier*  
Signature

Subscribed and sworn to before me this 17 day of October, 2011.

*see attached Jurat  
for proper notarial  
wording for state of  
California & Correia*

*Stephanie Susanne Correia*  
Signature of officer administering oath



State of California  
County of San Diego

Subscribed and sworn to (or affirmed) before me on this 17<sup>th</sup>  
day of October, 2011, by Dennis Bethmeier

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



(Seal)

Signature Stephanie Susanne Correia

### Bid Bond

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

WHEREAS, the said Principal is herewith submitting its Proposal for the Hemet Road Maintenance Yard Fuel Dispensing System Replacement Project.

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 13th day of October, 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.

Western Pump, Inc.  
\_\_\_\_\_  
(Firm Name - Principal)

3235 F Street, San Diego, CA 92102  
\_\_\_\_\_  
(Business Address)

By Ryan Rothmeier  
\_\_\_\_\_  
(Original Signature)  
Vice President  
\_\_\_\_\_  
(Title)

Affix Seal  
If  
Corporation

The Hanover Insurance Company  
\_\_\_\_\_  
(Corporation Name - Surety)

10509 Vista Sorrento Pkwy, San Diego, CA 92121  
\_\_\_\_\_  
(Business Address)

By [Handwritten Signature]  
\_\_\_\_\_  
(Original Signature)

Affix  
Corporate  
Seal

ATTORNEY-IN-FACT  
Michael R. Strahan

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of San Diego

On October 17, 2011 before me, Stephanie Susanne Correia, Notary Public,

personally appeared Ryan Rethmeier

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 Stephanie Susanne Correia



Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Bid Bond (County of Riverside Hemet Road Mntce)

Document Date: October 13, 2011 Number of Pages: 1

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

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

Signer's Name: Ryan Rethmeier

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



Signer Is Representing: Western Pump Inc

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

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



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

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

POWERS OF ATTORNEY  
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint  
**MICHAEL R. STRAHAN, JOHN R. QUALIN, E. B. STRAHAN, MARGIE WAGER**

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

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:  
**Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance**

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

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

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



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

*Mary Jeanne Anderson*  
Mary Jeanne Anderson, Vice President

*Robert K. Grennan*  
Robert K. Grennan, Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

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



*Barbara A. Garlick*  
Notary Public

My commission expires on November 3, 2011

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

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

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

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 13th day of October, 2011.

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

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

**ACKNOWLEDGMENT**

State of California  
County of San Diego )

On October 13th, 2011 before me, E.B. Strahan, Notary Public  
(insert name and title of the officer)

personally appeared Michael R. Strahan  
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 *E.B. Strahan*

(Seal)



**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.)

Hemet Road Maintenance Yard Fuel  
Dispensing System Replacement Project  
(20110122)



TITLE OF BID:

HEMET ROAD MAINTENANCE YARD FUEL DISPENSING REPLACEMENT PROJECT

OPENING TIME:

10:30 A.M. OCTOBER 20, 2011



## **WESTERN PUMP**

petroleum & lubrication equipment specialists

3235 "F" Street, San Diego, CA 92102-3315

---

CLERK OF THE BOARD OF SUPERVISORS  
COUNTY ADMINISTRATIVE CENTER, 18<sup>TH</sup> FLOOR  
4080 LEMON STREET  
RIVERSIDE, CA 92501



FedEx First Overnight®

FO

FedEx Express

FedEx First Overnight®

TITLE OF BID:

HEMET ROAD MAINTENANCE YARD FUEL DISPENSING REPLACEMENT PROJECT



OPENING TIME:

10:30 A.M. OCTOBER 20, 2011

MUST BE DELIVERED BY 10:00 AM 10/20/2011

FedEx NEW Package Express US Airbill

From This portion can be removed for Recipient's records. FedEx Tracking Number

Date 10/19/11 FedEx Tracking Number 876416129075

Sender's Name: RYAN BETHUNIER Phone: 619 578-2181  
Company: WESTERN PUMP INC  
Address: 3235 F ST  
City: SAN DIEGO State: CA ZIP: 92102-3315

Trk No. 0215

4 Express Package Service \*To most NOTE: Service order, has changed. Please select can

Next Business Day

FedEx First Overnight

FedEx Priority Overnight

FedEx Standard Overnight

5 Packaging \*Declared value limit \$500

FedEx Envelope\*  FedEx Pak\*

6 Special Handling and Delivery Sig.

SATURDAY Delivery

No Signature Required

Does this shipment contain dangerous

No  Yes

No  Yes

No  Yes

No  Yes

No  Yes

No  Yes

No  Yes

No  Yes

No  Yes

No  Yes

No  Yes

No  Yes

No  Yes

No  Yes

No  Yes

No  Yes

No  Yes

No  Yes

No  Yes

No  Yes

SEALED BID RECEIVED  
CLERK OF THE BOARD OF SUPERVISORS

RECEIVED RIVERSIDE COUNTY  
CLERK / BOARD OF SUPERVISORS

2011 OCT 20 AM 7:34

FedEx FIRST OVERNIGHT

Delivery Address  
4080 LEMON ST

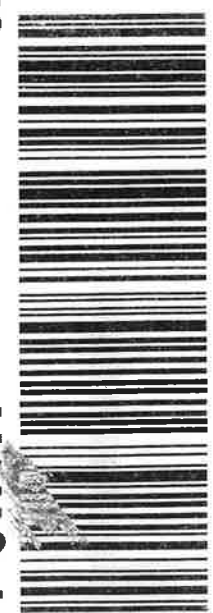


THU - 20 OCT A1  
FIRST OVERNIGHT

FedEx TRK# 8764 1612 9075  
0215

92501  
CA-US  
ONT

W1 ONTA



**CONTRACTOR'S PROPOSAL**

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: 10-20-2011

Bidder: KEAR Civil Corporation

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 **Hemet Road Maintenance Yard Fuel Dispensing System Replacement**, and 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:

**ADDENDUMS:** <sup>1</sup>

Addendum No. 1	Date:	<u>10/6/2011</u>
Addendum No. 2	Date:	<u>10/12/2011</u>
Addendum No. 3	Date:	<u>                    </u>

<b>BASE BID</b> - .....				\$	<u>404,873.<sup>00</sup></u>
<b>ADD ALTERNATE 1</b> Unit Price	\$	<u>196.<sup>00</sup></u>	(per ton) X ten (10) total tons	\$	<u>19,600.<sup>00</sup></u>
<b>ADD ALTERNATE 2</b> Unit Price	\$	<u>2,300</u>	(per gallon) X 1500 gallons	\$	<u>3,450.<sup>00</sup></u>
<b>TOTAL</b> including all applicable taxes, permits, and licenses .....				\$	<u>410,283.<sup>00</sup></u>

**Bids must be submitted on all items as listed above.** 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 accepted in any order after award of the base bid and may be added to the contract amount.

**CONTRACTOR'S PROPOSAL**

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: \_\_\_\_\_

Bidder: \_\_\_\_\_

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 **Hemet Road Maintenance Yard Fuel Dispensing System Replacement Project** 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:

For the total Base Bid \_\_\_\_\_ dollars  
(\$ \_\_\_\_\_), including all applicable taxes, permits, licenses, AND **Course of Construction Insurance.**

(Add or Deduct state which)

And,  
Cost of Contractor's Course of Construction Insurance \_\_\_\_\_ dollars  
(\$ \_\_\_\_\_) and deductible \$ \_\_\_\_\_.

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

## DESIGNATION OF SUBCONTRACTORS

In compliance with Section 4104 of the Public Contract Code the undersigned submits the following complete list of each Subcontractor who will perform work or labor or render service in or about the construction/installation in an amount in excess of 1/2 of 1% of said total bid.

PORTION OF THE WORK:	SUBCONTRACTOR'S NAME:	ADDRESS:
4.7% PAVING	NPG ASPHALT SERVICES	1354 Jet Way Parris CA 92571
8.7% TANK DEMO	L+M LOADER SERVICE	40846 Calle CLARO INDIO CA 92003
1% DRILL SHAFT	FOOTHILL DRILLING	1001 E. 3rd Street Corona CA 90879
13.25% CANOPY	MADISON INDUSTRIES	1900 E. 64th St. L.A. CALIF. 90001
1% SURVEYING	CALVADA SURVEY	411 Jenks Creek #205 Corona, CA 92880
10% QC TESTING	LANDMARK 60 ENGINEERS	780 N. 4th St. EICONTA CA 92243
10% ELECTRICAL	EEC ELECTRICIAN	25051 E. 5th St. San Bernardino CA 92410

**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: KEAR Civil Corporation

Type of Organization: Corporation

Signed By:  Mike Fossett

Title of Signer: Vice President

Affix Seal  
If  
Corporation

Address of Bidder: 22041 N 23rd Ave  
Phoenix, AZ 85027

Telephone No.: 623-742-2310

Contractor's License No.: 922740  
A-General Engineering Contractor

Classification: \_\_\_\_\_ Expiration Date: 9/30/2012

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

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

STATE OF CALIFORNIA

# Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board, the Registrar of Contractors does hereby issue this license to:

**KEAR CIVIL CORPORATION**

License Number 922740

to engage in the business or act in the capacity of a contractor in the following classification(s):

A - GENERAL ENGINEERING CONTRACTOR

Witness my hand and seal this day,

September 25, 2008

**Issued September 24, 2008**

  
James Miller  
Board Chair

  
Stephen P. Sands  
Registrar of Contractors

This license is the property of the Registrar of Contractors, is not transferrable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

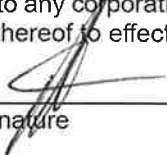
**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND  
SUBMITTED WITH BID**

State of California ) ss.  
County of Riverside )

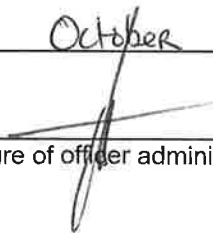
Mike Fossett

, being first duly sworn, deposes and says:

That he or she is Vice President of KEAR Civil Corporation 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 18<sup>th</sup> day of October, 2011.

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



**Bid Bond**

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

WHEREAS, the said Principal is herewith submitting its Proposal for the **Hemet Road Maintenance Yard Fuel Dispensing System Replacement Project.**

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

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

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

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

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

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

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

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

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

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

ATTORNEY-IN-FACT

Affix Seal  
If  
Corporation

Affix  
Corporate  
Seal

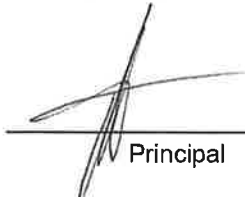
**CONTRACTOR'S CERTIFICATE  
REGARDING WORKERS' COMPENSATION**

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  
Mike Fossett  
\_\_\_\_\_  
Principal  
\_\_\_\_\_  
Vice President  
\_\_\_\_\_  
Title

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

Hemet Road Maintenance Yard Fuel  
Dispensing System Replacement Project  
(20110122)

**Bid Bond**

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned Kear Civil Corporation, as Principal; and Hartford Fire 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 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 Hemet Road Maintenance Yard Fuel Dispensing System Replacement Project.

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 20th day of October, 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.

Kear Civil Corporation

(Firm Name - Principal)

22041 N. 23rd Avenue, Phoenix, AZ 85027

(Business Address)

By

[Signature]  
(Original Signature)

Vice President

(Title)

Hartford Fire Insurance Company

(Corporation Name - Surety)

2510 W. Dunlap, Suite 655, Phoenix, AZ 85021

(Business Address)

By

[Signature]  
(Original Signature)

Melanie Warnock  
ATTORNEY-IN-FACT

Affix Seal  
If  
Corporation

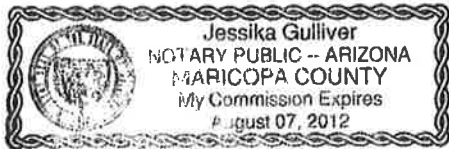
Affix  
Corporate  
Seal

**ACKNOWLEDGEMENT OF SURETY**

STATE OF Arizona )

COUNTY OF Maricopa )

On this 20th day of October, in the year 2011, before me personally come(s) Melanie Warnock, Attorney-In-Fact of Hartford Fire Insurance Company with whom I am personally acquainted, and who, being by me duly sworn, says that he/she reside(s) in Phoenix, AZ, that he/she is the Attorney-In-Fact of Hartford Fire Insurance Company, the company described in and which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said Company, and that he/she signed said instrument as Attorney-In-Fact of the said Company by like order.



Jessika Gulliver  
Jessika Gulliver, Notary Public

My commissions expires: 8-7-2012

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD  
BOND, T-4  
One Hartford Plaza  
Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 59-300616

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

*Jorge L. Mendez, Jessika Gulliver, Melanie Warnock*  
of  
Phoenix, AZ

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**In Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Scott Sadowsky*

Scott Sadowsky, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 3<sup>rd</sup> day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Scott E. Paseka*

Scott E. Paseka  
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of **October 20, 2011**  
Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Assistant Vice President

22041 N. 23rd Avenue  
Phoenix, AZ 85027

BID DVE 10:30AM October 20, 2011

Hemet Road Maintenance Yard Fuel  
Dispensing System Replacement  
Project Number: FM083313000122/201.10122

Clerk of the Board of Supervisors  
1<sup>st</sup> Floor of the County Administrative Center  
4080 Lemon Street  
Riverside, CA 92501

Submitted by:  
KEAR Civil Corporation  
22041 N. 23<sup>rd</sup> Ave  
Phoenix, AZ 85027

**SEALED BID RECEIVE**  
**CLERK OF THE BOARD OF SUPEE**

BOARD OF SUPERVISORS  
2011 OCT 20 AM 10:19

Addendum #1 – dated 10-06-2011  
Addendum #2 – dated 10-12-2011

**CONTRACTOR'S PROPOSAL**

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: October 19, 2011

Bidder: MJK Construction 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 **Hemet Road Maintenance Yard Fuel Dispensing System Replacement**, and 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:

**ADDENDUMS:** <sup>1</sup>

Addendum No. 1	Date:	<u>10/06/2011</u>
Addendum No. 2	Date:	<u>10/12/2011</u>
Addendum No. 3	Date:	<u>                    </u>

<b>BASE BID</b> - .....				<b>\$</b>	<u>400,064.00</u>
<b>ADD ALTERNATE 1</b> Unit Price	<b>\$</b>	<u>751.00</u>	(per ton) X ten (10) total tons	<b>\$</b>	<u>7,506.00</u>
<b>ADD ALTERNATE 2</b> Unit Price	<b>\$</b>	<u>4.71</u>	(per gallon) X 1500 gallons	<b>\$</b>	<u>7,062.00</u>
<b>TOTAL</b> including all applicable taxes, permits, and licenses .....				<b>\$</b>	<u>414,632.00</u>

**Bids must be submitted on all items as listed above.** 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 accepted in any order after award of the base bid and may be added to the contract amount.

**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: MJK Construction Inc.

Type of Organization: Corporation

Signed By: *Daniela E Lawrence*

Title of Signer: CEO

Affix Seal

Address of Bidder: MJK Construction Inc.

If

2766 Pomona Blvd.

Corporation

Pomona CA 91768

Telephone No.: 1-800 698-1645

Contractor's License No.: 586870

Classification: A, B, C-8, Haz Expiration Date: 01/31/2011

**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~~ Los Angeles

\_\_\_\_\_ Pamela E. Lawrence \_\_\_\_\_, being first duly sworn, deposes and says:

That he or she is \_\_\_\_\_ CEO \_\_\_\_\_ of \_\_\_\_\_ MJK Construction 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.

*Pamela E. Lawrence*  
Signature

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



*[Signature]*  
Signature of officer administering oath

**Bid Bond**

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned MJK CONSTRUCTION, INC.  
American Safety Casualty Insurance Company, as Principal; and American Safety Casualty Insurance Company, as Surety, are hereby  
held and firmly bound unto the County of Riverside, hereinafter called the "Owner", in the sum of  
\*\*Forty Two Thousand Six Hundred Dollars\*\* Dollars (\$ 42,600.00 ) 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 **Hemet Road Maintenance Yard  
Fuel Dispensing System Replacement Project.**


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 18th day of October, 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.

MJK CONSTRUCTION, INC.  
\_\_\_\_\_  
(Firm Name - Principal)

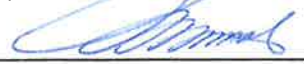
2766 Pomona Blvd., Pomona CA 91768  
\_\_\_\_\_  
(Business Address)

By   
\_\_\_\_\_  
(Original Signature)  
CEO  
\_\_\_\_\_  
(Title)

Affix Seal  
If  
Corporation

AMERICAN SAFETY CASUALTY INSURANCE COMPANY  
\_\_\_\_\_  
(Corporation Name - Surety)

21550 OXNARD ST., #300, WOODLAND HILLS CA 91367  
\_\_\_\_\_  
(Business Address)

By   
\_\_\_\_\_  
(Original Signature) Marcia D. Smith  
ATTORNEY-IN-FACT

Affix  
Corporate  
Seal

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of RIVERSIDE

On 10/18/2011 before me, PATTI BARNES, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared MARCIA D. SMITH  
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature Patti Barnes  
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: \_\_\_\_\_

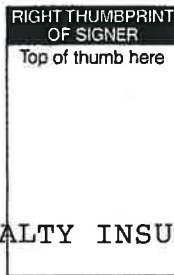
### Capacity(ies) Claimed by Signer(s)

Signer's Name: Marcia D. Smith

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

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

AMERICAN SAFETY CASUALTY INSURANCE COMPANY



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

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

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





POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that American Safety Casualty Insurance Company has made, constituted and appointed, and by these presents does make, constitute and appoints

Marcia Smith

its true and lawful attorney-in-fact, for it and its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertaking and contracts of suretyship to be given to

ALL OBLIGEEES,

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

One Million Seven Hundred Forty Thousand Six Hundred Thirty Dollars (\$1,740,630.00)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the Eighth day of September, 2003.

RESOLVED, that the President in conjunction with the Secretary or any Assistant Secretary may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted to such persons.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company:

(i) when signed by the President or any Vice-President and attested and sealed (if a seal be required) by any Secretary or Assistant Secretary or (ii) when signed by the President or any Vice-President or Secretary or Assistant Secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorney-in-fact or agents pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

RESOLVED FURTHER, 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 obligations of the Company; and such signature and seal when so used shall have the same force and affects as though manually affixed.

IN WITNESS WHEREOF, American Safety Casualty Insurance Company has caused its official seal to be hereunto affixed, and these presents to be signed by its President and attested by its Secretary this Eighth day of September, 2003.

Attest:

[Signature of Randolph L. Hutto]
Randolph L. Hutto, Secretary



[Signature of Stephen R. Crim]
Stephen R. Crim, President

STATE OF GEORGIA

COUNTY OF COBB } ss.

On this Eighth day of September, 2003, before me personally came Stephen R. Crim, to me known, who, being by me duly sworn, did depose and say that he is the President of American Safety Casualty Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



[Signature of Ruth A. Bankston]
Ruth A. Bankston, Notary Public

I, the undersigned, Secretary of American Safety Casualty Insurance Company, a Delaware corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and Sealed at the City of Atlanta, in the State of Georgia.

Dated the 18 day of October, 2011



[Signature of Randolph L. Hutto]
Randolph L. Hutto, Secretary

**AGREEMENT FORM**

THIS AGREEMENT, entered into this 19 day of October, 2011 by and between MJK Construction Inc., hereinafter called the "Contractor", and the County of Riverside hereinafter called the "Owner".

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

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

**STATEMENT OF WORK:** The Contractor hereby agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials for the Hemet Road Maintenance Yard Fuel Dispensing System Replacement Project. In strict accordance with the Plans and Specifications dated June 2011, prepared by MRC Engineering, Inc., hereinafter called the "Architect", including Addenda No.'s 1 . 2 , \_\_\_\_\_, thereto as listed in the Contractor's Proposal, all of which are made a part hereof.

**TIME FOR COMPLETION:** The work shall be commenced on a date to be specified in a written order of the Architect and shall be completed within One Hundred Forty (140) 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 \$414,632.00 being the total of the base bid plus the following addenda's 1 . 2 , \_\_\_\_\_. 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: MJK Construction Inc.  
Address: 2766 Pomona Blvd., Pomona CA 91768  
Contractor's License No.: 586870

IF OTHER THAN CORPORATION EXECUTE HERE

Signature: *Pamela E. Lawrence*  
Title: CEO

Affix Seal  
If  
Corporation

IF CORPORATION, FILL OUT FOLLOWING AND EXECUTE

Name of President of Corporation: Michael J. Kissick  
Name of Secretary of Corporation: Pamela E. Lawrence  
Corporation is organized under the laws of State of California  
Signature: *Pamela E. Lawrence*  
Title: CEO

Owner: COUNTY OF RIVERSIDE  
Signature: \_\_\_\_\_  
Title: Chairman - Board of Supervisors  
Attest: Clerk - Board of Supervisors  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**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.

MSK Construction, Inc.  
Principal

Amela E. Lawrence  
Principal

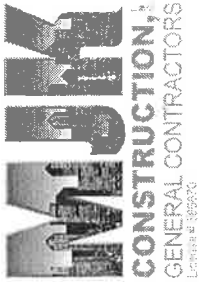
CEO  
Title

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

## DESIGNATION OF SUBCONTRACTORS

In compliance with Section 4104 of the Public Contract Code the undersigned submits the following complete list of each Subcontractor who will perform work or labor or render service in or about the construction/installation in an amount in excess of 1/2 of 1% of said total bid.

<b>PORTION OF THE WORK:</b>	<b>SUBCONTRACTOR'S NAME:</b>	<b>ADDRESS:</b>
Tank removal	Adams Services	406 E. Alondra Blvd., Gardena CA 90248
Electrical	West Wind Consulting	8941 Atlanta Ave., Suite 244, Huntington Beach CA 92646
Canopy Inst	Madison Industries	1900 E. 64th St., Los Angeles CA 90001
Card Reader Sys.	BroadLux Technology Solutions	PO Box 7303, Laguna Niguel CA 92607
Soil Sampling	Hydrologue, Inc.	2827 E. Foothill Blvd., Pasadena CA 91107



2766 Pomona Blvd  
 Pomona, CA 91768-3222  
 Tel: (909) 594-9830 Fax: (909) 594-6169

# Proposal

Page # 1

REF#: 1110055  
 10/19/11  
 01:38 PM  
 Mike\_Culligan

<b>To:</b> County of Riverside Economic Development Agency 3403 Tenth St., Suite 500 Riverside CA 92501	<b>Job Name:</b> COR-Riverside Co R & R tanks <b>Job Location:</b> County of Riverside Hemet Road Maintenance Yard Hemet CA 92543
--	--

ALL PROPOSALS SUBJECT TO MJK STANDARD PROPOSAL TERMS AND CONDITIONS

Item #	Description	Unit	Quantity	Unit Price	Amount
100	General requirements	LS			\$18,310
200	Removal of dispensers & drain lines	LS			\$7,758
300	Demo concrete & canopy	LS			\$8,316
400	Excavation of tanks for removal	LS			\$6,709
500	Clean & remove 3 tanks	LS			\$9,503
600	Provide Soil samples for UST's	LS			\$5,723
700	Back fill to sub grade	LS			\$9,460
800	Excavation of canopy footings	LS			\$6,530
900	Rebar Basket & Concrete footings	LS			\$10,060
950	Concrete drive & tank pad	LS			\$94,405
1000	Provide & install Canopy	LS			\$62,226
1100	Provide Tank set & Lag down	LS			\$54,847
1200	Tank top equipment & Monitor install	LS			\$98,279
1300	Meet inspector for approvals	LS			\$1,041
1400	Start up system	LS			\$4,181
1500	Close out paper work	LS			\$2,717

Total: \$400,064

Notes:  
 County of Riverside, Hemet Road Maintenance Yard, 595 N. Juanita Street, Hemet, CA 92543.

Project to include the following tasks



# Proposal

Continued

10/19/11

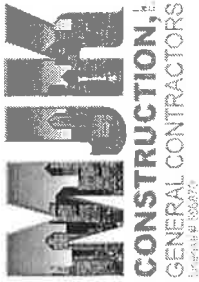
Page # 2 of 2

Item #	Description	Unit	Quantity	Unit Price	Amount
--------	-------------	------	----------	------------	--------

Removal of Dispensers and draining the lines  
Saw cutting Concrete for removal.  
Removal of concrete and Fuel Island including canopy.  
Excavating to uncover tanks and piping for removal.  
Cleaning and removal of under ground fuel tanks. and transporting tanks off site for destruction.  
Clean used oil tank and slab remove tank and transport off site for destruction  
Remove old waste oil pad and block wall.  
Back fill tank hole to 6" below finish grade.  
Excavation for canopy footings.  
Set rebar baskets and pour concrete at four points for canopy foundations.  
Provide and install AST's on concrete tank pad.  
Provide AC paving per drawings  
Assembly tanks and install Tank monitor system.  
Assist Canopy install by manufacture.  
Meet inspector for approval to start up  
Start up system  
Close out paperwork.

We have not included the following.  
Compaction testing of soil  
Fuel for tank operation or testing.





2766 Pomona Blvd  
 Pomona, CA 91768-3222  
 Tel: (909) 594-9830 Fax: (909) 594-6169

# Proposal

Page # 1

REF# : 1110055  
 10/19/11  
 01:38 PM  
 Mike\_Culligan

<b>To:</b> County of Riverside Economic Development Agency 3403 Tenth St., Suite 500 Riverside CA 92501
<b>Job Name:</b> COR-Riverside Co R & R tanks <b>Job Location:</b> County of Riverside Hemet Road Maintenance Yard Hemet CA 92543

ALL PROPOSALS SUBJECT TO MJK STANDARD PROPOSAL TERMS AND CONDITIONS

Item #	Description	Unit	Quantity	Unit Price	Amount
1	Add Alternate 1 Soil removal	LS			\$7,506
2	Add Alternate 2 fuel mix disposal	LS			\$7,062
<b>Total:</b>					<b>\$14,568</b>

**Notes:**  
 County of Riverside, Hemet Road Maintenance Yard, 595 N. Juanita Street, Hemet, CA 92543.

- Project to include the following tasks
- Removal of Dispensers and draining the lines
  - Saw cutting Concrete for removal.
  - Removal of concrete and Fuel island including canopy.
  - Excavating to uncover tanks and piping for removal.
  - Cleaning and removal of under ground fuel tanks. and transporting tanks off site for destruction.
  - Clean used oil tank and slab remove tank and transport off site for destruction
  - Remove old waste oil pad and block wall.
  - Back fill tank hole to 6" below finish grade.
  - Excavation for canopy footings.
  - Set rebar baskets and pour concrete at four points for canopy foundations.
  - Provide and install AST's on concrete tank pad.
  - Provide AC paving per drawings
  - Assembly tanks and install Tank monitor system.

# Proposal

Continued

10/19/11

Page # 2 of 2

Item #	Description	Unit	Quantity	Unit Price	Amount
--------	-------------	------	----------	------------	--------

Assist Canopy install by manufacture.  
Meet inspector for approval to start up  
Start up system  
Close out paperwork.

We have not included the following.  
Compaction testing of soil  
Fuel for tank operation or testing.

*Paula Lawrence 10/19/11*

pre

FedEx  
FOR

Page 1 of 2

From: (909) 594-9830  
Mario Alvaranga  
MKK CONSTRUCTION, INC  
2786 POMONA BLVD  
Pomona, CA 91768

Origin ID: RBFA



J11201103060025

BILL SENDER

SHIP TO: (909) 594-9830  
Attn: Tim Warner  
Clerk of the Board of Supervisors  
4080 LEMON ST  
1ST FLOOR OF THE CNTY ADMIN CENTER  
RIVERSIDE, CA 92501

Ship Date: 19OCT11  
Act/Wgt: 2.0 LB  
CAD: 8429339INET3210

Delivery Address Bar Code



Ref #  
Invoice #  
PO #  
Dept #

THU - 20 OCT A1  
FIRST OVERNIGHT

TRK# 7953 1488 7241  
0201

92501  
CAJUS  
ONT

W1 ONTA



5096100191874

After printing this label:

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SEALED BID RECEIVED  
CLERK OF THE BOARD OF SUPERVISORS

RECEIVED RIVERSIDE COUNTY  
CLERK / BOARD OF SUPERVISORS

2011 OCT 20 AM 7:36

Press here to seal.

FedEx

**CONTRACTOR'S PROPOSAL**

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: 10-20-11

Bidder: HEMET MFG. CO., INC.  
DBA GENESIS CONSTRUCTION

The undersigned, having carefully examined the proposed site and the Plans and Specifications, the Notice Inviting Bids, the Instructions to Bidders, the Agreement Form, the Bond Forms, the General Conditions for the **Hemet Road Maintenance Yard Fuel Dispensing System Replacement**, and 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:

**ADDENDUMS:** <sup>1</sup>

Addendum No. 1	Date:	<u>10-6-11</u>
Addendum No. 2	Date:	<u>10-12-11</u>
Addendum No. 3	Date:	_____

<b>BASE BID</b> - .....				\$	<u>430,500.</u> <sup>ap ap</sup>
<b>ADD ALTERNATE 1</b> Unit Price	\$	<u>500.-</u> <sup>cp</sup>	(per ton) X ten (10) total tons	\$	<u>5,000.-</u> <sup>500.-</sup>
<b>ADD ALTERNATE 2</b> Unit Price	\$	<u>1.-</u>	(per gallon) X 1500 gallons	\$	<u>1,500.-</u> <sup>\$5,000. 2</sup>
<b>TOTAL</b> including all applicable taxes, permits, and licenses .....				\$	<u>437,000.</u>

**Bids must be submitted on all items as listed above.** 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 accepted in any order after award of the base bid and may be added to the contract amount.

8/16/2011 3.45

**DESIGNATION OF SUBCONTRACTORS**

In compliance with Section 4104 of the Public Contract Code the undersigned submits the following complete list of each Subcontractor who will perform work or labor or render service in or about the construction/installation in an amount in excess of 1/2 of 1% of said total bid.

<b>PORTION OF THE WORK:</b>	<b>SUBCONTRACTOR'S NAME:</b>	<b>ADDRESS:</b>
Painting	Inland Painting	25081 Balesbrierj Road Hemet, CA 92544
Environmental	Double Barrel	121 Main St. Riverside, CA 92501
Paving	AAA Paving	3330 N. Locust Rialto, CA 92377
Canopy	Madison	1900 E. 64th St. Los Angeles, CA 90001
Concrete	Lopez Construction	3921 E. Lapalme Anaheim, CA 92807
Electrical	Walton Electric	330 E. Third St Beaumont, CA 92223
Tanks/ Dispenser	Tank Specialists	560 Birch Street Lake Elsinore, CA 92530

**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: HEMET MFG. CO., INC.  
DBA GENESIS CONSTRUCTION  
Type of Organization: Corporation  
Signed By: Bruce E Perry  
Title of Signer: President  
Address of Bidder: 170 E. Oakland,  
Hemet CA 92543  
Telephone No.: 951-652-6977  
Contractor's License No.: 4336661  
Classification: A, B, C-36, 1112 Expiration Date: 1-31-13

Affix Seal  
If  
Corporation

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

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

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

State of California ) ss.  
County of Riverside )

Bruce E. Perry, being first duly sworn, deposes and says:

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

Bruce E. Perry  
Signature Bruce E. Perry, President

Subscribed and sworn to before me this 19<sup>th</sup> day of October, 2011.

Tia M. Clark, Notary Public  
Signature of officer administering oath





**Bid Bond**

Hemet Manufacturing Company, Inc.

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned dba: Genesis Construction, as Principal; and Hudson 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 Bid Amount Dollars (\$ 10% of Bid Amount) 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 **Hemet Road Maintenance Yard Fuel Dispensing System Replacement Project.**

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 7th day of October, 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:

Hemet Manufacturing Company, Inc. dba: Genesis Construction  
(Firm Name - Principal)

170 East Oakland Avenue, Hemet, CA 92543  
(Business Address)

By [Signature]  
(Original Signature) BRUCE E. PERRY

President  
(Title)

Hudson Insurance Company  
(Corporation Name - Surety)

17 State Street, 29th Floor, New York, NY 10004  
(Business Address)

By [Signature]  
(Original Signature)

ATTORNEY-IN-FACT, Sarah Myers

Affix Seal  
If  
Corporation

Affix  
Corporate  
Seal

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Riverside

} ss.

On 10-19-11, before me, Tia M. Clark, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Bruce E. Perry  
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 within the 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 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



Place Notary Seal Above

WITNESS my hand and official seal.

*Tia M. Clark*  
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**

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 San Diego }

On OCT 07 2011 before me, Lilia Robinson, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Sarah Myers  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~is~~ 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]  
Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

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

### Description of Attached Document

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

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

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

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

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

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing:  
Surety Company

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:  
\_\_\_\_\_  
\_\_\_\_\_



**BID BOND POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 17 State Street, New York, New York, 10004, has made, constituted and appointed, and by these presents, does make, constitute and appoint

**Lawrence McMahon, James Baldassare and Sarah Myers  
all of the State of California**

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly authorized, on this 6th day of July, 2010 at New York, New York.

(Corporate seal)

Attest.....  
Peter H. Lovell, Corporate Secretary



HUDSON INSURANCE COMPANY

By.....  
Christopher T. Suarez, Executive Vice President

STATE OF NEW YORK  
COUNTY OF NEW YORK      SS.

On the 6th day of July, 2010 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, 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.



.....  
ALICIA T. MCKINNEY  
Notary Public, State of New York  
No. 01MC6212495  
Qualified in New York County  
Commission Expires October 13, 2013

STATE OF NEW YORK  
COUNTY OF NEW YORK      SS.

**CERTIFICATION**

The undersigned Peter H. Lovell hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27<sup>th</sup>, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

OCT 07 2011

Witness the hand of the undersigned and the seal of said Company this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(Corporate seal)

By.....  
Peter H. Lovell, Corporate Secretary

GENESIS CONSTRUCTION

COUNTY OF RIVERSIDE EDA  
HEMET ROAD MAINTENANCE YARD FUEL  
DISPENSING SYSTEM REPLACEMENT

BID: 10-20-2011 @ 10:30

SEALD BID RECEIVED  
CLERK OF THE BOARD OF SUPERVISORS  
REGISTERED RIVERSIDE COUNTY  
CLERK BOARD OF SUPERVISORS  
OCT 20 AM 10:25

**CONTRACTOR'S PROPOSAL**

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: 10/20/11

Bidder: Dalke & Sons Construction, 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 **Hemet Road Maintenance Yard Fuel Dispensing System Replacement**, and 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:

**ADDENDUMS:** <sup>1</sup>

Addendum No. 1	Date: <u>10/6/11</u>
Addendum No. 2	Date: <u>10/12/11</u>
Addendum No. 3	Date: _____

<b>BASE BID</b> - <u>Four Hundred Forty Thousand Five Hundred Dollars</u>	\$ <u>440,500.00</u>
<b>ADD ALTERNATE 1</b> Unit Price \$ <u>155.00</u> (per ton) X ten (10) total tons	\$ <u><del>1,550.00</del></u>
<b>ADD ALTERNATE 2</b> Unit Price \$ <u>2,400.00</u> (per gallon) X 1500 gallons	\$ _____

**TOTAL** including all applicable taxes, permits, and licenses ..... \$ \_\_\_\_\_

**Bids must be submitted on all items as listed above.** 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 accepted in any order after award of the base bid and may be added to the contract amount.

## DESIGNATION OF SUBCONTRACTORS

In compliance with Section 4104 of the Public Contract Code the undersigned submits the following complete list of each Subcontractor who will perform work or labor or render service in or about the construction/installation in an amount in excess of 1/2 of 1% of said total bid.

PORTION OF THE WORK:	SUBCONTRACTOR'S NAME:	ADDRESS:
Ceiling Systems	- Peterson Hydrolics	11653 W. El Segundo Blvd. Gardena, CA 90249
Electrical	- SJS Electrical Services	12456 Romisna Ave Chino, CA 91710
Grading Site Demo	- Ed Graves	8148 Surrey Lane, Alta Loma, CA 91701
Tank Demo	Moine Bros	521 E. D. Street Wilmington, CA 90744
Canopies	Madison	1900 E. 64th Street Los Angeles, CA 90001
Asphalt	Nelson Paving	1354 Jet Way Perris, CA 92571
Concrete	Golden Valley Construction	44907 Golf Center Pkwy. Ste. 305, Indio, CA 92201
Painting	ADL Painting	P.O. Box 78461 Corona, CA 92877



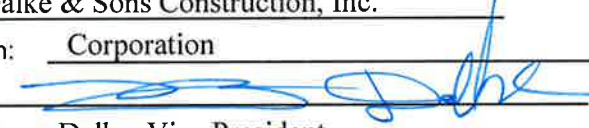


**AWARD OF CONTRACT**

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: Dalke & Sons Construction, Inc.  
Type of Organization: Corporation  
Signed By:   
Title of Signer: Barry Dalke, Vice President Affix Seal  
Address of Bidder: 4585 Allstate Drive If  
Riverside, CA 92501 Corporation  
Telephone No.: 951-274-9880  
Contractor's License No.: 612500  
Classification: B, C-10 Expiration Date: 2/28/13

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 )

Barry Dalke, being first duly sworn, deposes and says:

That ~~she~~ he is Vice President of Dalke & Sons Construction, 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 October, 2011.

SEE ATTACH CERTIFICAT  
\_\_\_\_\_  
Signature of officer administering oath

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
 County of Riverside }

On October 19, 2011 before me, Elvia Villeda, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Barry Dalke  
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: Noncollusion Affidavit - Hemet Road Maintenance

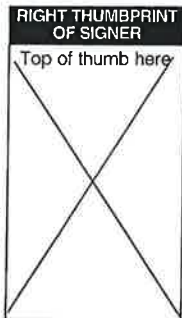
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

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

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

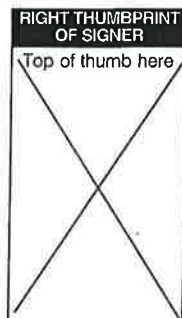
- Corporate Officer — Title(s): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



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

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

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



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

**Bid Bond**

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned Dalke & Sons Construction, Inc., as Principal; and First National Insurance Company of America, as Surety, are hereby held and firmly bound unto the County of Riverside, hereinafter called the "Owner", in the sum of Ten Percent (10%) of Amount Bid Dollars (\$ 10% of Amount 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 **Hemet Road Maintenance Yard Fuel Dispensing System Replacement Project.**

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 October, 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.

Dalke & Sons Construction, Inc.  
(Firm Name - Principal)  
4585 Allstate Dr., Riverside, CA 92501  
(Business Address)

By   
(Original Signature)

Barry Dalke, Vice President  
(Title)  
First National Insurance Company of America  
(Corporation Name - Surety)

790 The City Drive South, Ste. 200, Orange, CA 92868  
(Business Address)

By   
(Original Signature)

Affix Seal  
If  
Corporation

Affix  
Corporate  
Seal

Chris Lydick, ATTORNEY-IN-FACT

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

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

FIRST NATIONAL INSURANCE COMPANY OF AMERICA
SEATTLE, WASHINGTON
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That First National Insurance Company of America (the "Company"), a Washington stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint. CHRIS LYDICK, OF THE CITY OF SAN DIEGO, STATE OF CALIFORNIA

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding FIFTY MILLION AND 00/100 \*\*\*\*\* DOLLARS (\$ 50,000,000.00 \*\*\*\*\*)

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

ARTICLE IV - Execution of Contracts: Section 12. Surety Bonds and Undertakings.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

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

Pursuant to Article IV, Section 12 of the By-laws, Garnet W. Elliott, Assistant Secretary of First National Insurance Company of America, is authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of First National Insurance Company of America has been affixed thereto in Plymouth Meeting, Pennsylvania this 5th day of April, 2011.



FIRST NATIONAL INSURANCE COMPANY OF AMERICA

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 5th day of April, 2011, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of First National Insurance Company of America; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of First National Insurance Company of America thereto with the authority and at the direction of said corporation.

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



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

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of First National Insurance Company of America, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-laws of First National Insurance Company of America.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of First National Insurance Company of America at a meeting duly called and held on the 18th day of September, 2009.

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 14th day of OCTOBER, 2011.



By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

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

ACKNOWLEDGMENT

State of California
County of San Diego } ss.

On 10/14/11 before me, Stephanie Bondurant, Notary Public,
personally appeared Chris Lydick

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 signatures(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.



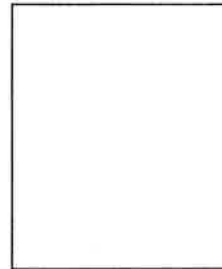
Signature [Handwritten Signature]

(seal)

OPTIONAL INFORMATION

Date of Document
Type or Title of Document
Number of Pages in Document
Document in a Foreign Language

Thumbprint of Signer



Type of Satisfactory Evidence:
[X] Personally Known with Paper Identification
Paper Identification
Credible Witness(es)

Capacity of Signer:
Trustee
[X] Power of Attorney
CEO / CFO / COO
President / Vice-President / Secretary / Treasurer
Other:

Check here if
no thumbprint
or fingerprint
is available.

Other Information:

**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.

Dalke & Sons Construction, Inc.

Principal



Principal

Barry Dalke, Vice President

Title

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

Hemet Road Maintenance Yard Fuel  
Dispensing System Replacement Project  
(20110122)



DALKE & SONS CONSTRUCTION, INC.

Corporation Certificate

State of California )
County of Riverside )

I HEREBY CERTIFY that during a meeting of the Board of Directors of Dalke & Sons Construction, Inc. a corporation existing under the Laws of the State of California, held on June 23, 1994, the following resolution was duly passed and adopted:

“Resolved, that Barry Dalke, Troy Dalke, Todd Dalke, Calvin Dalke Jr. as Vice President of the corporation, be and is hereby authorized to execute all Bid and Contract documents for this corporation and that his execution thereof and with the Corporate Seal affixed, shall be the official act and deed of this Corporation.”

I further certify that said resolution is now in full force and effect.

IN WHITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this 23rd , day of June, 1994.

Handwritten signature of Calvin R. Dalke
Calvin R. Dalke, President

Handwritten signature of Carol A. Dalke
Carol A. Dalke, Secretary



**Dalke & Sons Construction, Inc.**  
**4585 Allstate Drive**  
**Riverside, CA 92501-1701**

Proposal Enclosed for:  
**County of Riverside**  
4080 Lemon Street  
Riverside, CA 92501

Hemet Road Maintenance Yard Fuel  
Dispensing System Replacement Project  
Project No. FM083313000122/20110122

Bid Date: October 20, 2011  
Bid Time: 10:30 a.m.

**\*DONT OPEN W/REGULAR MAIL\***

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

RECEIVED RIVERSIDE COUNTY  
CLERK / BOARD OF SUPERVISORS

**2011 OCT 20 AM 10:29**

**CONTRACTOR'S PROPOSAL**

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: 10/20/2011

Bidder: Tafona & Associates

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 **Hemet Road Maintenance Yard Fuel Dispensing System Replacement**, and 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:

**ADDENDUMS:** <sup>1</sup>

Addendum No. 1	Date:	<u>10-6-2011</u>
Addendum No. 2	Date:	<u>10-12-2011</u>
Addendum No. 3	Date:	<u>                    </u>

<b>BASE BID</b> - .....				\$	<u>437,591.</u>
<b>ADD ALTERNATE 1</b> Unit Price	\$	<u>98.</u>	(per ton) X ten (10) total tons	\$	<u>980.</u>
<b>ADD ALTERNATE 2</b> Unit Price	\$	<u>4.50</u>	(per gallon) X 1500 gallons	\$	<u>6,750.</u>
<b>TOTAL</b> including all applicable taxes, permits, and licenses .....				\$	<u>445,321.</u>

**Bids must be submitted on all items as listed above.** 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 accepted in any order after award of the base bid and may be added to the contract amount.



**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: Tafoya Associates  
Type of Organization: Corporation  
Signed By: Eddie Tafoya  
Title of Signer: President  
Address of Bidder: 15471 Red Barn Court  
Chino Hills, CA 91709

Affix Seal  
If  
Corporation

Telephone No.: 909-606-6322  
Contractor's License No.: 631479  
Classification: A-HAZ Expiration Date: 5-31-2013

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 )

Eddie Tafoya

, being first duly sworn, deposes and says:

That he or she is President of Tafoya Associates 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 20<sup>th</sup> day of October, 2011.

See attached  
\_\_\_\_\_  
Signature of officer administering oath

**Jurat Certificate**

State of California

County of San Bernardino

Subscribed to and sworn to (or affirmed) before on this 20 day of Oct, 2011,  
by Eddie Tafoya, proved to me on the basis of satisfactory  
evidence to be the person(s) who appeared before me.

Signature [Handwritten Signature] (seal)



If marked, then attached pages will bear embossment of above notary.

**Optional:** Not required by law, however, may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

**Signature Authority of Signer:**

Individual  
 Corporate Officer(s)  
\_\_\_\_\_(Title)  
 Partner (Limited or General)  
 Attorney In Fact  
 Trustee(s)  
 Guardian/ Conservator  
 Other \_\_\_\_\_

**Description of Attached Documents**

Title or type of Document: non collusion Affidavit to be executed  
Number of Pages: 2  
Date of Document: 10/20/11  
Signer(s) other than Named Above:  
\_\_\_\_\_  
\_\_\_\_\_

**Bid Bond**

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned TAFOYA & ASSOCIATES, 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 BID AMOUNT Dollars (\$ 10% OF THE 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 **Hemet Road Maintenance Yard Fuel Dispensing System Replacement Project.**

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 19 day of OCTOBER, 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.

TAFOYA & ASSOCIATES  
(Firm Name - Principal)  
15471 CENTRAL AVENUE, CHINO HILLS, CA 91710

(Business Address)  
By [Signature]  
(Original Signature)

(Title)  
SURETEC INSURANCE COMPANY

(Corporation Name - Surety)  
3033 5TH AVENUE, SUITE 300, SAN DIEGO, CA 92103  
(Business Address)

By [Signature]  
(Original Signature) YONG T. MULLICK  
ATTORNEY-IN-FACT

Affix Seal  
If  
Corporation

Affix  
Corporate  
Seal

Hemet Road Maintenance Yard Fuel  
Dispensing System Replacement Project  
(20110122)

**ACKNOWLEDGMENT**

State of California  
County of Orange )

On May 19, 2011 before me, Nathan Robert Varnold, Notary Public  
(insert name and title of the officer)

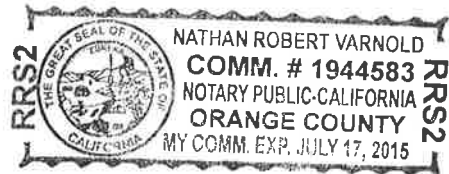
personally appeared YUNG T MULLICK,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~  
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in  
his/~~her/their~~ authorized capacity(~~ies~~), and that by 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 *na*

(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

Jennifer C. Giboney, James W. Moilanen, Yung T. Mullick

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 10/31/2012 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 20<sup>th</sup> 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.

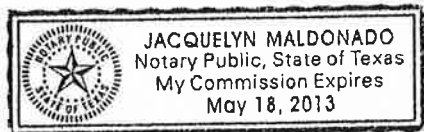
SURETEC INSURANCE COMPANY

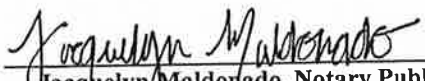
By:   
John Knox Jr., President

State of Texas                      ss:  
County of Harris



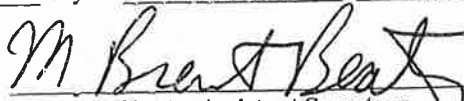
On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he 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 19 day of OCTOBER, 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) 812-0800 any business day between 8:00 am and 5:00 pm CST.

TAFUYA & ASSOCIATES  
15471 Red Barn Court  
Chino Hills, CA 91709

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

RECEIVED RIVERSIDE COUNTY  
CLERK / BOARD OF SUPERVISORS

2011 OCT 20 AM 10:02

**Hemet Road Maintenance Yard  
Fuel Dispensing System  
Replacement Project**

**Due: 10/20/2011 10:30AM**

**SEALED BID**

JAUREGUI & CULVER, INC  
859 W. MISSION AVE.  
ESCONDIDO, CA 92025  
(760) 743-0810

LIC. 708251

CLERK OF THE COUNTY BOARD OF SUPERVISORS  
1000 LEFELD ST  
1ST FLOOR  
RIVERIDE CA 92501

BID ENCLOSED  
HEWITT RD MAINTENANCE YARD  
FIRE SYSTEM RENOVATION PROJECT

Align top of FedEx Express Shipping Label here.



THU - 20 OCT A1  
PRIORITY OVERNIGHT

8704 9583 4330

92501  
CA-LS  
ONT

WM ONTA



9583 4330

FedEx Express US Airbill

1 From This point can be removed for Recipient's records  
Date 12/14/11 FedEx Tracking Number 870495834330

Sender's Name GARY G. CLAYTON  
Company CALIFORNIA CLUB VER  
Address 4554 W. MISSION AVE  
City BERRINGHAM State CA ZIP 92603-1628

2 Your Internal Billing Reference

3 To CLERK OF THE BOARD OF SUPERVISORS  
RIVERSIDE COUNTY  
COUNTY ADMINISTRATIVE CENTER  
Address 4080 LEON ST.  
City RIVERSIDE State CA ZIP 92501

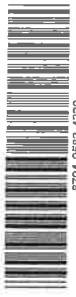
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Priority Overnight  
Next Business Day  
FedEx 2Day  
FedEx 2Day Freight  
FedEx 3Day Freight  
FedEx 3Day Freight  
FedEx 3Day Freight

5 Packaging  
FedEx Mail  
FedEx Mail  
FedEx Mail  
FedEx Mail

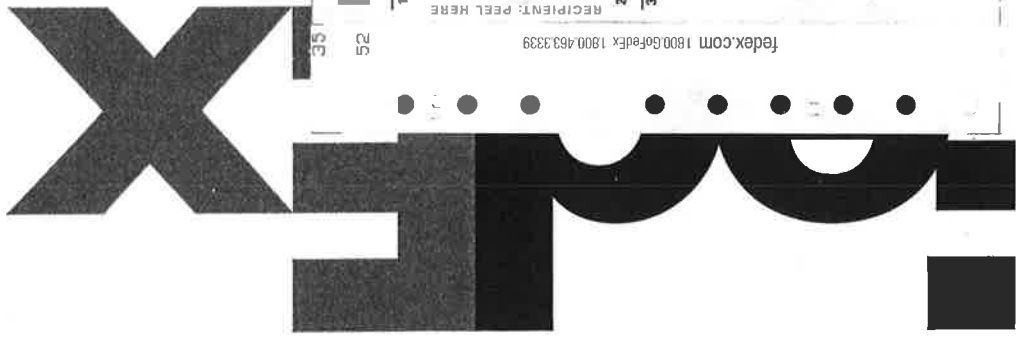
6 Special Handling and Delivery Options  
Signature Required  
Signature Required  
Signature Required  
Signature Required

7 Payment Bill to  
Bill to Recipient  
Bill to Third Party  
Bill to Credit Card  
Bill to Check

8553



8704 9583 4330



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RECIPIENT: PEEL HERE

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