

California Certification Report

30408 - QUALITY LIGHT & ELECTRICAL - MB

Legal Business Name	ESPINOZA ELECTRIC		
Doing Business As	QUALITY LIGHT & ELECTRICAL		
Address	11055 ALDER AVE	Phone	(909) 421-8668
	BLOOMINGTON, CA 92316	FAX	(909) 421-1331
Email			
Web Page			
Active Certifications	SB (micro) Aug 12, 2011 - Aug 31, 2013		
Business Types	Construction; Service;		
Classifications	[721515] Electrical system services		
	[811017] Electrical and electronic engineering		
Keywords	Light,sign and electrical repair and maintenance. Electrical contractor		

CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: 1/19/2012

Bidder: QUALITY LIGHT AND ELECTRICAL

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 Construction of the Larry D. Smith Parking Lot, hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the work in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Addendum No. 1 Date 1/3/12

Addendum No. 2 Date 1/3/12

Addendum No. 3 Date 1/3/12

THREE HUNDRED THIRTY FIVE THOUSAND FOUR

For the total Base Bid Building "E" Construction HUNDRED AND ELEVEN dollars (\$ 335,411.00), including all applicable taxes, permits, licenses, AND Course of Construction Insurance.

		(Add or Deduct state which)
Alternate 1 (Building "C")	\$ <u>61,548.31</u>	<u>ADD</u>
Alternate 2 ROOF LADDER	<u>980.00</u>	<u>DEDUCT</u>
	CAGE	<u>DEDUCT</u>
Alternate 3	\$ _____	_____
Alternate 4	\$ _____	_____

And, TWO THOUSAND EIGHT HUNDRED
Cost of Contractor's Course of Construction Insurance AND FIFTY dollars (\$ 2,850.00)
and deductible \$ 1,000.00.

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 and all alternates. 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 1/10 of 1% of said total bid.

<u>PORTION OF THE WORK</u>	<u>SUBCONTRACTOR</u>	<u>ADDRESS</u>
DEMOLITION	Preferred GEN SVCS	19622 SHOSHONE RD AV CA
T-BAR STEEL STUDS	ML INTERIORS	MORENO VALLEY CA
STRUCTURAL STEEL	Preferred GEN SVCS	APPLE VALLEY CA
FLOORING	GOLDENSTATE FLOORCOVER	HESPERIA CA
HVAC	ATA (ALL TEMP AIR)	RIVERSIDE CA
CABINETS CASEWORK	MOY CABINETS	RIVERSIDE CA
INSULATION/SOUND	CANYON INSULATION	CORONA CA
PLUMBING W/3 TRADES	Preferred GEN SVCS	APPLE VALLEY CA
GLAZING/DOORS	M'CAUS GLASS	YUCAIPA CA
PAINTING	Preferred GEN SVCS	APPLE VALLEY CA

AWARD OF CONTRACT

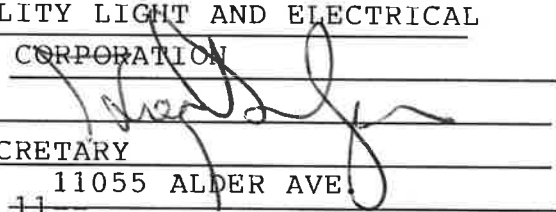
The undersigned fully understands that a Contract is formed upon the acceptance of this Proposal by the Owner and the undersigned further agrees that upon request he will promptly execute and deliver to Owner a written memorial of the Contract together with the required Payment and Performance Bonds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

Type of Organization: CORPORATION

Signed By: 

Title of Signer: SECRETARY

Address of Bidder: 11055 ALDER AVE.
11
BLOOMINGTON, CA 92316

Affix Seal
If
Corporation

Telephone No.: 909-421-8668

Contractor's License No.: 678751

Classification: B, C-10 Expiration Date: 10/31/13

LICENSURE STATEMENTS ARE MADE UNDER PENALTY OF PERJURY

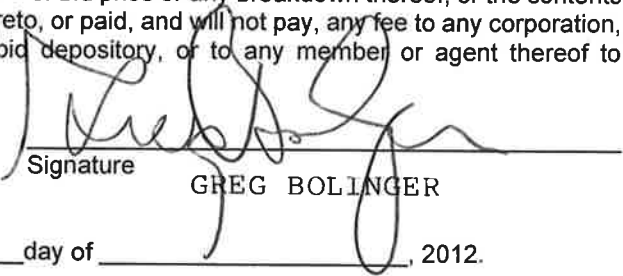
If bidder is a corporation, and signer is not President or Secretary, attach a certified copy of By-Laws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach Power of Attorney. If bidder is not an individual, list names of other persons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

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

State of California) ss.
County of Riverside)

GREG BOLINGER, being first duly sworn, deposes and says:

That he or she is SECRETARY of QUALITY LIGHT AND ELECTRICAL 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

GREG BOLINGER

Subscribed and sworn to before me this _____ day of _____, 2012.

Signature of officer administering oath

**"SEE ATTACHMENT
FOR NOTARY"**

State of California
County of SAN BERNARDINO

Subscribed and sworn to (or affirmed) before me on this 20th day
of January, 2012, by Greg Bolinger,

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



Signature [Handwritten Signature]

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

Bid Bond

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned Espinoza Electric dba Quality Light and Electrical, as Principal; and Allegheny Casualty Company, as Surety, are hereby held and firmly bound unto the County of Riverside, hereinafter called the "Owner", in the sum of (1) _____ 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. (1) not to exceed ten percent (10%) of the total bid amount

WHEREAS, the said Principal is herewith submitting its Proposal for the Renovation of Building C & E at the Larry D. Smith Correctional Facility

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 10th day of January, 2012, ~~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.

Espinoza Electric dba Quality Light and Electrical
(Firm Name - Principal)

11055 Alder Ave., Bloomington, CA 92316

(Business Address)

By _____

(Original Signature)

(Title)

Allegheny Casualty Company

(Corporation Name - Surety)

P.O. Box 15260, Newark, NJ 07101

(Business Address)

By _____

(Original Signature) Julia B. Gladding,
Attorney-In-Fact

U:\Customers\County of Riverside\Larry D. Smith - Bldgs C & E Renovation\BID PACKAGE - LPS
Building C and E.doc

Affix Seal
If
Corporation

Affix
Corporate
Seal

POWER OF ATTORNEY ALLEGHENY CASUALTY COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That ALLEGHENY CASUALTY COMPANY, a corporation organized and existing pursuant to the laws of the State of Pennsylvania, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

JULIA B. GLADDING, KENNETH A. COATE

Riverside, CA.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting called and held on the 7th day of February, 1974.

The power of attorney is granted under and by authority of the following resolution adopted by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000.

RESOLVED, that (1) the President, Vice President, or Secretary of ALLEGHENY CASUALTY COMPANY shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Company and affix the Company's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof of related thereto; and (2) any such Officers of the Company may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Company; and (3) the signature of any such Officer of ALLEGHENY CASUALTY COMPANY and the Company 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 seals 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.



IN TESTIMONY WHEREOF, ALLEGHENY CASUALTY COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 12th day of November, A.D. 2009.

ALLEGHENY CASUALTY COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 12th day of November 2009, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the ALLEGHENY CASUALTY COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 27, 2014

CERTIFICATION

I, the undersigned officer of ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this

day of JAN 10 2012

Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1169

State of California }
 County of Riverside }

On JAN 10 2012 before me, Stephanie D. Montague, Notary Public
Data Here Insert Name and Title of the Officer

personally appeared Julia B. Gladding
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature: [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer — Title(s): _____	<input type="checkbox"/> Corporate Officer — Title(s): _____
<input type="checkbox"/> Individual	<input type="checkbox"/> Individual
<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee	<input type="checkbox"/> Trustee
<input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
_____ Signer Is Representing: _____	_____ Signer Is Representing: _____



SEALED BID RECEIVED
CLERK OF THE BOARD OF SUPERVISORS

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS

2012 JAN 25 PM 3:15

ESPINOZA ELECTRIC dba



11055 Alder Avenue
Bloomington, California 92316

LARRY D. SMITH CORRECTIONAL FACILITY
INMATE PROGRAM RENOVATION OF BUILDING C & E

COUNTY OF RIVERSIDE
4080 LEMON ST. FIRST FLOOR
RIVERSIDE CA 92501

BIDS THURSDAY, JANUARY 19, 2012 2:00PM
25

CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: 1/25/12

Bidder: JM Builders, 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 Renovation of Building C & E at the Larry D. Smith Correctional Facility, hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the work in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Addendum No. 1 Date 1/3/12
Addendum No. 2 Date 1/3/12
Addendum No. 3 Date 1/3/12
Addendum No. 4 Date 1/19/12
Addendum No. _____ Date _____

For the total Base Bid three hundred sixty-one thousand dollars (\$ 341,000), including all applicable taxes, permits, licenses, AND Course of Construction Insurance.

		(Add or Deduct state which)
Alternate 1 (Building "C")	\$ <u>68,000 -</u>	<u>Add</u>
Alternate 2	\$ _____	_____
Alternate 3	\$ _____	_____
Alternate 4	\$ _____	_____

And,
Cost of Contractor's Course of Construction Insurance five thousand dollars (\$ 5,000) and deductible \$ 10,000.

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 and all alternates. Alternates may be awarded in any order after determination of the lowest responsible and responsive bidder.

AWARD OF CONTRACT

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

BID GUARANTEE

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

Name of Bidder: JM Builders, Inc.
Type of Organization: Corporation
Signed By: [Signature]
Title of Signer: President
Address of Bidder: 26547 Park Ave.
Redlands, CA
92373
Telephone No.: 909-793-4687
Contractor's License No.: 843561
Classification: B Expiration Date: 9/2012

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.

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% of 1% of said total bid.

<u>PORTION OF THE WORK</u>	<u>SUBCONTRACTOR</u>	<u>LOCATION</u>
Casework	Bertino	Colton, CA
Doors/Hardware	McKerran Const.	Redlands, CA
Alum. Scaffolding	Scoutlife Cox.	Calimesa, CA
Metal Studs/plywall	Thomas Gilstrap	Riverside, CA
Acoustical	WRK Acoustics	Fair, CA
Flooring	Riccardi Floor	Ontario, CA
Paint	Triumph Paint	Riverside, CA
Plumbing	Pro Craft	Redlands, CA
HVAC	Arrowhead Electrical ^{Mechanical}	San Bernardino, CA
Elect.	Scron Elec.	Calimesa, CA
St. Steel	Inland steel	San Bernardino, CA
Fire Sprinklers	Summit Fire	Redlands, CA
Insulation	Dithmore Ins.	Orange, CA
XXXXXXXXXXXX		

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

State of California) ss.
County of Riverside)

Jennifer Murrey being first duly sworn, deposes and says:

That he or she is President of JM Builders 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.

Jennifer Murrey
Signature

Subscribed and sworn to before me this 25th day of January, 2012.

Virginia E. Jan
Signature of officer administering oath



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange

On 1/24/12
Date

before me, Lexie Sherwood, Notary Public

Here Insert Name and Title of the Officer

personally appeared Charles L. Flake

Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature

Signature of Notary Public

Lexie Sherwood

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

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

Charles L. Flake, David L. Culbertson, Richard A. Coon

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 20th of April, 1999.)

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

SURETEC INSURANCE COMPANY

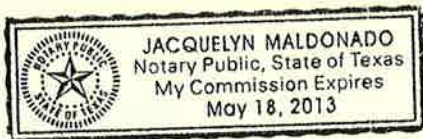
By: 
John Knox Jr., President

State of Texas
County of Harris

ss:



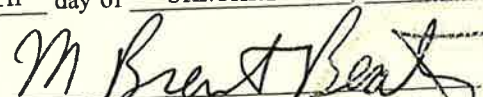
On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he 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 24TH day of JANUARY, 2012, 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 1741
Redlands, CA 92373
LIC. #843561

Clerk of the Board of S.F.
To: County of Riverside
4080 Lemon St.
Riverside, CA 92501

Bids: 1/19/12 @ 2PM

Project: Larry D. Smith Correctional fac.

SEALED BID RECEIVED
CLERK OF THE BOARD OF SUPERVISORS

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS

2012 JAN 25 PM 1:57

SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR

LARRY D. SMITH CORRECTIONAL FACILITY TRAINING
FACILITIES RENOVATION – BUILDING “C & E”



PREPARED BY
COUNTY OF RIVERSIDE
ECONOMIC DEVELOPMENT AGENCY
PROJECT MANAGEMENT OFFICE
June 28, 2011

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NOTICE INVITING BIDS

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

**LARRY D. SMITH CORRECTIONAL FACILITY –
INMATE PROGRAM RENOVATION OF BUILDING C & E**

This Project consists of the renovation of renovate Building C & E for the Inmate Program Area of the Larry D. Smith Correctional Facility.

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, January 25, 2012** and will be promptly opened in public at said address.

Each Proposal shall be in accordance with the Plans, Specifications, and other Contract Documents and prepared by the Economic Development Agency, County of Riverside. A nonrefundable fee of (\$80.00) 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. Plans and Specifications may be obtained from Mission Reprographics, 2050 E. La Cadena Drive Suite L Riverside, CA 92507, 951-686-8828.

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 Contract General Conditions for this project will contain provisions allowing successful contractor to substitute securities for monies withheld by the County to ensure performance (Public Contract Code 22300).

A Performance Bond and Payment Bond shall be required for this Project.

The Contractor will be required, per Public Contracts Code, Section 3300 and for this contract, to have a State of California contractor's license classification B – General Building Contractor. A **mandatory pre-bid job walk inspection** will be held on **Tuesday, January 3, 2012 at 10:00 a.m.**, meeting at **1627 S. Hargrave Street, Banning, CA 92220. We will meet outside of the guard Shack on the parking lot. No bids will be accepted from bidders who have not attended the pre-bid job walk.**

All Request of Information (RFI) should be emailed to both Frank J. Gonzales, EDA Project Manager at fgonzales@rivcoeda.org AND Ira Carpman of TR Design at ira@trdesigngroup.com . RFIs will not be answered via phone calls. Deadline for submission of BID RFI is **Monday, January 9, 2012 at 10:00 am.**

For further information, contact Frank J. Gonzales Project Manager at the Economic Development Agency, Project Management Office at 3403 10th Street Suite 500, Riverside, CA 92501 whose telephone number is (951) 955-8467 and email is fgonzales@rivcoeda.org.

INSTRUCTIONS TO BIDDERS

- A. **FORM OF PROPOSAL:** The Proposal must be made on the attached Contractor's Proposal Form which must be filled out completely, dated and signed by the bidder or duly authorized agent in accordance with the directions on the Proposal Form. Each Proposal shall include a complete list of the Subcontractors proposed for every portion of the work, in accordance with Public Contract Code, Section 4100-4114, inclusive.
- B. **SUBMISSION OF THE PROPOSAL:** Signed copies of each Proposal shall be sealed in an envelope labeled with Title of Bid and Opening Time. Proposals shall be submitted at the place designated in the Notice Inviting Bids at or before the time specified in said notice. Before that time a proposal may be withdrawn, but only in person by the bidder or someone authorized by him in writing, and not by telephone or telegram.
- C. **DRAWINGS AND SPECIFICATIONS:** All drawings, herein enclosed, become a part of the Bid Documents. Additional sets may be provided if requested by bidders and deemed necessary and if there is sufficient time, for the sum of one hundred dollars (\$80.00) per set plus an additional fee per set for mailing if required. Plans and Specifications may be obtained from Mission Reprographics, located at 2050 E. La Cadena Dr. Suite L, Riverside, 951-686-8828, Attn: Mario Silva. All fees are due at the time of request and must be paid by check or money order made payable to "Mission Reprographics".
- D. **INTERPRETATION OF THE DOCUMENTS:** Discrepancies in and omissions from the Plans, Specifications or other Contract Documents or questions as to their meaning shall, at once, be brought to the attention of the Owner. Any interpretation of the Documents will be made only by Addenda duly issued and a copy of such Addenda will be mailed or delivered to each person or firm receiving a set of such documents. The Owner will not be responsible for any other explanations or interpretations. Should anything in the scope of the work or any of the sections of the Specifications be of such nature as to be apt to cause disputes between the various trades involved, such information shall be promptly called to the attention of the Owner.
- E. **ADDENDA TO THE DOCUMENTS:** The Owner reserves the right to issue such Addenda to the documents as it may desire at any time prior to the time fixed for receiving Proposals. A copy of all such Addenda will be promptly mailed or delivered to each bidder. The number and date of each Addenda shall be listed on the Contractor's Proposal in the space provided.
- F. **OWNER'S RESERVATION OF RIGHTS:** The Owner reserves the right to reject any or all Proposals and to waive any informalities in a bid or in the bidding. No bidder may withdraw his bid for a period of sixty (60) days after the time set for the opening thereof.
- G. **BIDDER'S CHECK OR BOND:** Each Proposal must be accompanied by a certified or cashier's check or by a bid bond on the form supplied by the Owner, drawn in favor of the Owner in an amount not less than ten percent (10%) of the total Proposal. This check or bond shall be given as a guarantee that the bidder, if awarded the contract, will execute and deliver the Contract Documents and the required Payment and Performance Bonds and proof of insurance in accordance with his Proposal accepted by the Owner. In default of execution of the Contract upon award and/or delivery of said Payment and Performance Bonds, such Proposal bond or check shall be held subject to payment to the Owner of the difference in money between the amount of the bidder's Proposal and the amount for which the Owner may legally contract with another party to perform the said work, together with the costs to the Owner of redrafting, redrawing and publishing documents and papers shall, in addition, be held subject to all other actual damages suffered by the Owner, as set forth on the Contract Documents. Said check or bond will be returned upon the close of the period mentioned in Paragraph F above, and to the successful bidder upon execution of the Contract Documents. **NO BONDS WILL BE ACCEPTED UNLESS SUBMITTED ON THE FORM SUPPLIED BY OWNER.**
- H. **AWARD OF CONTRACT:** The Contract shall be awarded upon a Resolution or Minute Order to that effect duly adopted by the Governing Board of the Owner. Execution of the Contract Documents shall constitute a written memorial thereof.

- I. **ADDITIONAL INFORMATION:** The Owner reserves the right to require of a bidder, information regarding financial responsibility or such other information as the Owner determines is necessary to ascertain whether a bid is in fact the lowest responsible bid submitted, All references to an Architect shall be deemed to refer to the Owner where no Architect has been employed by the Owner.
- J. **PROMPT ACTION BY THE CONTRACTOR:** After the award of the Contract by the Governing Board and within four (4) days after the Agreement Forms are presented to the Contractor for signing, he shall return to the Owner the signed Agreements, along with all necessary Bonds and insurance.
- K. **PRE-BID CONFERENCE:** There will be a mandatory pre-bid conference for this project that will be held at the site. No bids will be accepted from bidders who have not attended the pre-bid conference.
- L. **BIDS:** Under the bidding items listed on the Contractor's Proposal, bidders shall state prices for each basis for bid given hereinafter.
 - 1. Base Bid shall be the entire work complete in accordance with the contract documents, but not including work indicated or specified to be provided under any of the other bid items.
 - 2. Please note that a separate cost quotation for Contractor's Course of Construction insurance is required per General Conditions Section 2.3.6.

The basis for award will be the qualified bidder with the lowest total of the Base Bid with Course of Construction Insurance and all alternates. Alternates may be awarded in any order after determination of the lowest responsible and responsive bidder.

CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: 1/25/12

Bidder: Avi-Con, Inc. dba CA 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 Renovation of Building C & E at the Larry D. Smith Correctional Facility, hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the work in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

- Addendum No. 1 Date 1/3/12
- Addendum No. 2 Date 1/3/12
- Addendum No. 3 Date 1/3/12
- Addendum No. 4 Date 1/19/12
- Addendum No. _____ Date _____

For the total Base Bid Three hundred and forty-one thousand dollars (\$ 341,000.⁰⁰), including all applicable taxes, permits, licenses, **AND Course of Construction Insurance.**

		(Add or Deduct state which)
Alternate 1 (Building "C")	\$ <u>70,000.⁰⁰</u>	<u>Add</u>
Alternate 2	\$ _____	_____
Alternate 3	\$ _____	_____
Alternate 4	\$ _____	_____

And,
Cost of Contractor's Course of Construction Insurance Seven thousand dollars (\$ 7,000.⁰⁰) and deductible \$ 10,000.⁰⁰

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 and all alternates. 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% of 1% of said total bid.

<u>PORTION OF THE WORK</u>	<u>SUBCONTRACTOR</u>	<u>LOCATION</u>
Metal Fabrications	Mik-Ron Steel	11045 Maple Ave Bloomington, CA 92316
Casework	David M. Bertino, Mfg.	1696 W. Mill St. units 21-22 Colton, CA 92324
Glazing	Scootlike Corporation	1091 7th St. Unit C Calimesa, CA 92320
Acoustical Ceiling	WORK Acoustics	PO Box 344 Earp, CA 92242
Flooring	Riccardi Floor Covering	780 E Francis Unit H. Ontario, CA 91761
Painting	Streamline Painting	9726 Sunnybrook Dr. Moreno Valley, CA 92557
HVAC	Westland Heating & Air Conditioning	1427 S. Cucamonga Ave. Ontario, CA 91761
Plumbing	P.V. & Co Plumbing	406 S. Lemon Ave Walnut, CA 91789
Fire Sprinklers	Summit Fire Protection	520 Texas Street Redlands, CA 92374
Electrical and Fire Alarm	Construction Electric	190085 Van Buren Blvd #4C Riverside, CA 92508
XXXXXXXXXXXXXXXXXXXX		
Doors & Hardware	McKernan Construction	P.O. Box 8984 Redlands, CA 92375

DE

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: Avi-Con, Inc. dba CA Construction

Type of Organization: Corporation

Signed By: 

Title of Signer: President/CEO

Address of Bidder: 981 Iowa Avenue Suite A
Riverside, CA 92507

Affix Seal
If
Corporation

Telephone No.: 951-781-8055

Contractor's License No.: 588602

Classification: A, B Expiration Date: 6/30/12

LICENSURE STATEMENTS ARE MADE UNDER PENALTY OF PERJURY

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

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

State of California) ss.
County of Riverside)

Aaron Avila, being first duly sworn, deposes and says:

That he or she is President/CEO of Avi-Con, Inc. dba CA 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.


Signature

Subscribed and sworn to before me this 25th day of January, 2012.

(see attached)
Signature of officer administering oath

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Riverside

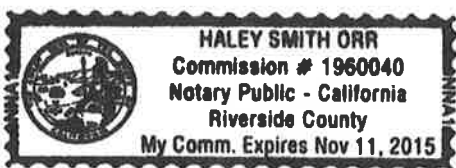
On January 25, 2012
Date

before me, Haley Smith Orr, Notary Public

Here Insert Name and Title of the Officer

personally appeared Aaron Avila

Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature

Haley Orr
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Bid Bond

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned AVI-CON, Inc. dba
CA Construction, as Principal; and (1), as Surety, are
hereby held and firmly bound unto the County of Riverside, hereinafter called the "Owner", in the sum of
(2) 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. (1) First National Insurance Company of America
(2) not to exceed ten percent (10%) of the total bid amount
WHEREAS, the said Principal is herewith submitting its Proposal for the
Larry D. Smith Correctional Facility - Inmate Program Renovation of Building C & E

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

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

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their separate seals this 16th day of January, 2012, ~~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.

AVI-CON, Inc. dba CA Construction
(Firm Name - Principal)

981 Iowa Ave., Ste. A, Riverside, CA 92507
(Business Address)

By [Signature]
(Original Signature)

President / CEO
(Title)

Affix Seal
If
Corporation

First National Insurance Company of America
(Corporation Name - Surety)

790 The City Dr. S. Ste. 200, Orange, CA 92868
(Business Address)

By [Signature]
(Original Signature) Julia B. Gladding Attorney In Fact

Affix
Corporate
Seal



POWER OF ATTORNEY

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

KNOW ALL BY THESE PRESENTS:

No. 12417

That FIRST NATIONAL INSURANCE COMPANY OF AMERICA, a Washington corporation, does hereby appoint

*****KENNETH A. COATE; JULIA B. GLADDING; Riverside, California*****

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind FIRST NATIONAL INSURANCE COMPANY OF AMERICA thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, FIRST NATIONAL INSURANCE COMPANY OF AMERICA has executed and attested these presents

this 21st day of March 2009

Dexter R. Legg

Dexter R. Legg, Secretary

TAMIKOLAJEWSKI

Timothy A. Mikolajewski, Vice President

CERTIFICATE

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

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

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

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

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

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

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

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

this day of JAN 16 2012



Dexter R. Legg

Dexter R. Legg, Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Riverside

On JAN 16 2012 before me, Stephanie D. Montague, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Julia B. Gladding
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~(e)~~ 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~~(e)~~, or the entity upon behalf of which the person~~(e)~~ acted, executed the instrument.



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

WITNESS my hand and official seal.

Signature: [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Individual Partner — Limited General Individual Partner — Limited General

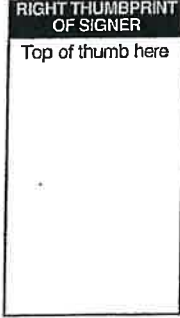
Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Riverside }

On January 18, 2012 before me, Haley Smith Orr, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Aaron Avila
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/hor/their authorized capacity(ies), and that by his/hor/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 Haley Orr
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:

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:

AGREEMENT FORM

THIS AGREEMENT, entered into this _____ day of _____, 2012, by and between _____, 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 **Renovation of Building C & E**. In strict accordance with the Plans and Specifications dated June 2011 prepared by TR Design Group Architecture hereinafter called the "Architect", including Addenda thereto as listed in the Contractor's Proposal, all of which are made a part hereof.

TIME FOR COMPLETION: The work shall be commenced on a date to be specified in a written order of the Architect and shall be completed within ninety (90) calendar days from and after said date. It is expressly agreed that except for extensions of time duly granted in the manner and for the reasons specified in the General Conditions, time shall be of the essence.

COMPENSATION TO BE PAID TO CONTRACTOR: The Owner agrees to pay and the Contractor agrees to accept in full consideration for the performance of the Contract, subject to additions and deductions as provided in the General Conditions, the sum of _____ dollars (\$ _____) being the total of the base bid plus the following addenda: ____, ____, _____. 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: _____
If other than individual or corporation, list names of all members who have authority to bind firm.

Firm Name: _____

Address: _____

Contractor's License No.: _____

IF OTHER THAN CORPORATION EXECUTE HERE

Signature: _____

Title: _____

IF CORPORATION, FILL OUT FOLLOWING AND EXECUTE

Name of President of Corporation: _____

Name of Secretary of Corporation: _____

Corporation is organized under the laws of State of _____

Signature: _____

Title: _____

Owner: COUNTY OF RIVERSIDE

Signature: _____

Title: Chairman - Board of Supervisors

Attest: Clerk - Board of Supervisors

By: _____

Title: _____

Affix Seal
If
Corporation

PAYMENT BOND

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

The makers of this Bond are _____ as Principal and Original Contractor and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated _____, 2012 between Principal and County of Riverside, a public entity, as owner, for _____ dollars (\$ _____) the total amount payable. THE AMOUNT OF THIS BOND IS 100% OF SAID SUM. Said contract is for public work of: _____

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

Signed and Sealed this _____ Day of + _____ 2012.

(Firm Name - Principal)

(Business Address)

By: _____
(Signature - Attach Notary's Acknowledgment)

(Title)

(Corporation Name - Surety)

(Business Address)

By: _____
(Signature - Attached Notary's Acknowledgment)

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

Affix Seal
if
Corporation

Affix
Corporate
Seal

PERFORMANCE BOND

The makers of this Bond, _____, as Principal, and _____ as Surety, are held and firmly bound unto County of Riverside, hereinafter called the Owner, in the sum of _____ Dollars (\$ _____) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal entered into a certain contract, hereto attached, with the Owner, dated _____, 2012 for _____

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

Signed and Sealed this _____ Day of _____, 2012.

(Firm Name - Principal)

(Business Address)

By: _____
(Signature - Attach Notary's Acknowledgment)

(Title)

(Corporation Name - Surety)

(Business Address)

By: _____
(Signature - Attach Notary's Acknowledgment)

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

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:

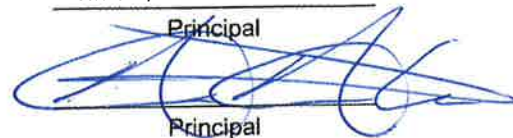
- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

- (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.

Avi-Con, Inc. dba CA Construction

Principal



Principal

President/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.)

Avi-Con, Inc. Doa CA Construction
991 Iowa Avenue Suite A
Riverside, CA 92507

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS
2012 JAN 25 PM 1:56

RECEIVED
CLERK
2012

SEALED BID RECEIVED
CLERK OF THE BOARD OF SUPERVISORS

Clerk of the Board
County of Riverside
4090 Lemon Street
Riverside, CA 92501

Project: Larry D. Smith Correctional Facility
Training Facilities Renovation - Bldg C & E

CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: 01/19/12

Bidder: De La Riva 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 Renovation of Building C & E at the Larry D. Smith Correctional Facility, hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the work in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Addendum No. 1 Date 01/03/2012

Addendum No. 2 Date 01/03/2012

Addendum No. 3,4 Date 01/19/2012

For the total Base Bid Three-Hundred Ninety-Nine Thousand, Nine-Hundred Eighty Dollars and Seventy-Eight Cents dollars (\$ 399,980.78), including all applicable taxes, permits, licenses, **AND Course of Construction Insurance.**

		(Add or Deduct state which)
Alternate 1	\$ <u>86,918.77</u>	<u>Building C - ADD</u>
Alternate 2	\$ <u>4,293.14</u>	<u>Bldg. Ladder - ADD</u>
Alternate 3	\$ <u>N/A</u>	<u></u>
Alternate 4	\$ <u>N/A</u>	<u></u>

And, Cost of Contractor's Course of Construction Insurance Three Thousand dollars (\$ 3,000) and deductible \$ 5,000.

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 and all alternates. Alternates may be awarded in any order after determination of the lowest responsible and responsive bidder.

AWARD OF CONTRACT

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

BID GUARANTEE

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

Name of Bidder: De La Riva Construction, Inc.

Type of Organization: General Contractor

Signed By: 

Title of Signer: Jose De La Riva, President

Address of Bidder: 638 S. State College Blvd.

Fullerton, CA 92831

Affix Seal
If
Corporation

Telephone No.: (714) 871-9561

Contractor's License No.: 873108

Classification: B Expiration Date: 05/31/2012

LICENSURE STATEMENTS ARE MADE UNDER PENALTY OF PERJURY

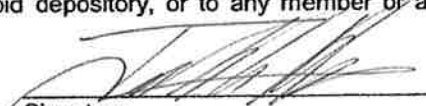
If bidder is a corporation, and signer is not President or Secretary, attach a certified copy of By-Laws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach Power of Attorney. If bidder is not an individual, list names of other persons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

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

State of California) ss.
County of Riverside)

Jose De La Riva _____, being first duly sworn, deposes and says:

That he or she is President of De La Riva 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

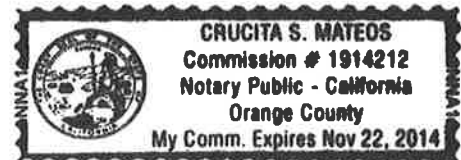
Subscribed and sworn to before me this _____ day of _____, 2011.

Signature of officer administering oath

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this
16th day of January, 2012, by
Jose De La Riva
proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Signature Crucita S Mateos



Bid Bond

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned De La Riva Construction, Inc., as Principal; and International Fidelity 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 Larry D. Smith Correctional Facility Inmate Program Renovation of Building C & E

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 17th day of January, 2012, 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.

De La Riva Construction, Inc.
(Firm Name - Principal)
638 S. State College Blvd., Fullerton, CA 92831
(Business Address)

Affix Seal
If
Corporation

By [Signature]
(Original Signature)
President

(Title)
International Fidelity Insurance Company
(Corporation Name - Surety)
233 Wilshire Blvd., Ste 820, Santa Monica, CA 90401
(Business Address)

Affix
Corporate
Seal

By [Signature]
(Original Signature) William Syrkin, Attorney-in-Fact

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

R. HAAS-BATES, OWEN M. BROWN, WILLIAM SYRKIN

Irvine, CA.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March. 27, 2014

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 17th day of January, 2012

Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of Orange

On 1/17/2012 before me, A. Wilkison, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared William Syrkin
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature *A. Wilkison*
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: Bid Bond

Document Date: 1/17/2012 Number of Pages: One (1)

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: William Syrkin

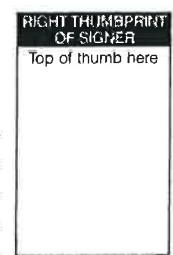
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____
International Fidelity Insurance Company

Signer's Name: _____

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



Signer Is Representing: _____

Bid For: Larry D. Smith Correctional Facility Training
Facilities Renovation

Opening: 1/25/12 @ 2:00 PM.

SEALED BID RECEIVED
CLERK OF THE BOARD OF SUPERVISORS

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS
2012 JAN 25 PM 12:57



DE LA RIVA
CONSTRUCTION, INC.

638 S. State College Blvd.
Fullerton CA 92831

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

CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: 1/24/2012

Bidder: California Aveland 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 Renovation of Building C & E at the Larry D. Smith Correctional Facility, hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the work in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Addendum No. 1 Date 1/24/12
Addendum No. 2 Date 1/24/12
Addendum No. 3 Date 1/24/12
Addendum No. 4 Date 1/24/12
Addendum No. _____ Date _____

For the total Base Bid ~~Three hundred ninety seven thousand~~ Four hundred Seventeen thousand dollars (\$417,000⁰⁰), including all applicable taxes, permits, licenses, **AND Course of Construction Insurance.**

		(Add or Deduct state which)
Alternate 1 (Building "C")	\$ <u>65,000⁰⁰</u>	<u>Add</u>
Alternate 2	\$ _____	_____
Alternate 3	\$ _____	_____
Alternate 4	\$ _____	_____

And,
Cost of Contractor's Course of Construction Insurance Nineteen thousand dollars (\$19,000⁰⁰) and deductible \$ 50,000.

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 and all alternates. 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 1/100 of 1% of said total bid.

<u>PORTION OF THE WORK</u>	<u>SUBCONTRACTOR</u>	<u>LOCATION</u>
HVAC	CH AIR SYSTEM	1148 RUSH ST. EL MONTE CA 91733
GLAZING	GAGODA GLASS	1250 S. Berendo ST. LA CA 90006
ROOFING	ALPHA ROOFING CO.	1534 1/2 6 TH AVE. LA CA 90019
ELECTRIC	JMS ELECTRIC	859 3rd AVE. LA CA 90005
METAL	ASIA General Contractors	136 E 58 TH ST. LA CA 90011
FIRE ALARM & SPRINKLER	ERIN Associated Industries	14522 Osborne St. Panorama City CA 91402
PAINTING	STREAMLINE PAINTING	9726 Sunnybrook Dr. Moreno Valley, CA 92557

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: California Aeverland Construction, Inc.

Type of Organization: Corporation

Signed By: Joseph S. Kalm

Title of Signer: President

Address of Bidder: 339 N. Virgil Ave.
L.A. CA 90004

Telephone No.: 323) 667-0071

Contractor's License No.: 810681

Classification: B, C36 Expiration Date: 7/31/2012

Affix Seal
If
Corporation

LICENSURE STATEMENTS ARE MADE UNDER PENALTY OF PERJURY

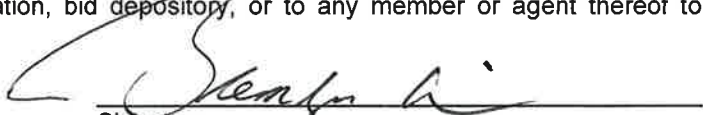
If bidder is a corporation, and signer is not President or Secretary, attach a certified copy of By-Laws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach Power of Attorney. If bidder is not an individual, list names of other persons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

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

State of California) ss.
County of Riverside)

Joseph S. Kim, being first duly sworn, deposes and says:

That he or she is President of California Averbond 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.


Signature

Subscribed and sworn to before me this 25th day of Jan, 2012.
by Joseph S. Kim Proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.


Signature of officer administering oath



Bid Bond

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned CAL. AVERLAND CONSTRUCTION, INC., as Principal; and ALLEGHENY CASUALTY 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 RENOVATION OF TWO TRAINING FACILITIES ARE BLDG. C&E

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 24TH day of JANUARY, 2012, 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.

CAL. AVERLAND CONSTRUCTION, INC.

(Firm Name - Principal)

339 N. VIRGIL AVE. LOS ANGELES, CA 90004

(Business Address)

By [Signature]

(Original Signature)

President

(Title)

ALLEGHENY CASUALTY COMPANY

(Corporation Name - Surety)

534 E. BADILLO ST. COVINA, CA 91723

(Business Address)

By [Signature]

(Original Signature) PHILIP VEGA, ATTORNEY-in-FACT

Affix Seal
If
Corporation

Affix
Corporate
Seal



ALLEGHENY CASUALTY COMPANY

300 Cottonwood Avenue, Suite #8
Hartland, WI 53029
Phone (262) 912-6611

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That ALLEGHENY CASUALTY COMPANY, a corporation of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint --Philip Vega, Frank Morones --

its true and lawful Attorney(s)-in-fact to make, execute, seal and deliver for and on its behalf as surety, as its act and deed: Any and all bonds and undertakings provided the amount of no one bond or undertaking exceeds the sum of
One Million Five Hundred Thousand Dollars (\$1,500,000.00)

and the execution of such bonds in pursuance of these presents shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Meadville, Pennsylvania, in their own proper persons.

The power of attorney is granted under and by authority of the following resolution adopted by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000.

RESOLVED, that (1) the President, Vice President, or Secretary of ALLEGHENY CASUALTY COMPANY shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Company and affix the Company's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any of such Officers of the Company may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Company; and (3) the signature of any such Officer of ALLEGHENY CASUALTY COMPANY and the Company 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 seals 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.

In Witness Whereof, ALLEGHENY CASUALTY COMPANY has caused these presents to be signed and its corporate seal to be hereto affixed on May 8, 2008.



ALLEGHENY CASUALTY COMPANY

By John C. Soff
Secretary

Commonwealth of Pennsylvania, County of Crawford - ss:

On May 8, 2008, before me appeared John C. Soff to me personally known, who being by me duly sworn, did say that he resides in the Commonwealth of Pennsylvania, that he is Secretary of ALLEGHENY CASUALTY COMPANY, that he is the individual described in and who executed the preceding instrument, and that the seal affixed on said instrument is the corporate seal of said Company, and that instrument was signed and sealed on behalf of said Company by authority and direction of said Company, and the said officer acknowledged said instrument to be the free act and deed of said Company.



Linda J. Whiteley
Notary Public of Pennsylvania
My commission Expires 03/31/11

Commonwealth of Pennsylvania, County of Crawford - ss:

I, John C. Soff, Secretary of ALLEGHENY CASUALTY COMPANY, a corporation of the Commonwealth of Pennsylvania, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, Executed by the said Company, which is still in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company on this 24TH day of JANUARY, 20 12.

ALLEGHENY CASUALTY COMPANY

By John C. Soff
Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

JAN 24 2012

On _____ before me, Monica Blaisdell, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Philip Vega

Name(s) of Signer(s)



Place Notary Seal Above

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

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

WITNESS my hand and official seal.

Signature Monica Blaisdell

Signature of Notary Public

ACKNOWLEDGMENT

State of California

County of Los Angeles

On Jan. 25th 2012 before me, Soo Hee Han, Notary Public, personally appeared

Joseph S. Kim

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.

Signature Sooheehan



(Seal)



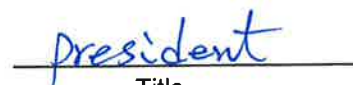
**CONTRACTOR'S CERTIFICATE
REGARDING WORKERS' COMPENSATION**

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

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.)

TR Design Group Project No. 10-064
January 19, 2012

LARRY D. SMITH CORRECTIONAL FACILITY
TRAINING FACILITY BUILDING "C" & "E"
PROJECT

ECONOMIC DEVELOPMENT AGENCY- COUNTY OF RIVERSIDE

ADDENDUM NO. 4

To: All Plan Holders

Subject: BID

NOTE: ALL PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS REMAIN UNCHANGED EXCEPT SECTIONS OR PARTS ADDED TO, REVISED, DELETED OR CLARIFIED BY THIS ADDENDUM.

The following revision/clarifications are made to the above referenced Bid Documents.

Item No. 1:

THE BID OPENING HAS BEEN POSTPONED AND IS REVISED TO JANUARY 25, 2012 AT 2:00 P.M..

Enclosed is the Revised Notice Inviting Bids. Please Note the Correct Location to submit Bids.

TR Design Group Project No. 10-064
January 3, 2012

LARRY D. SMITH CORRECTIONAL FACILITY
TRAINING FACILITY BUILDING "C" & "E"
PROJECT

ECONOMIC DEVELOPMENT AGENCY- COUNTY OF RIVERSIDE

ADDENDUM NO. 3

To: All Plan Holders

Subject: BID

NOTE: ALL PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS REMAIN UNCHANGED EXCEPT SECTIONS OR PARTS ADDED TO, REVISED, DELETED OR CLARIFIED BY THIS ADDENDUM.

The following revision/clarifications are made to the above referenced Bid Documents.

Item No. 1:

THE BID OPENING HAS BEEN POSTPONED AND IS REVISED TO JANUARY 25, 2012 AT 2:00 P.M..

Enclosed is the revised Notice Inviting Bids.

TR Design Group Project No. 10-064
January 3, 2012

LARRY D. SMITH CORRECTIONAL FACILITY
TRAINING FACILITY BUILDING "C" & "E"
PROJECT

ECONOMIC DEVELOPMENT AGENCY- COUNTY OF RIVERSIDE

ADDENDUM NO. 2

To: All Plan Holders

Subject: BID

NOTE: ALL PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS REMAIN UNCHANGED EXCEPT SECTIONS OR PARTS ADDED TO, REVISED, DELETED OR CLARIFIED BY THIS ADDENDUM.

This Addendum (including all attachments) consists of Sixteen (16) 8 1/2" x 11" pages.

The following revision/clarifications are made to the above referenced Bid Documents.

THE BID DUE DATE IS UNCHANGED.

Item No. 1: Please substitute the enclosed updated Bid Package in the Specifications.

Item No. 2:

Please substitute the enclosed "Table of Contents" for the one in the Specification Book.

Item No. 3:

Please add the following specification Section 064023 "INTERIOR ARCHITECTURAL WOODWORK", 084113 "ALUMINUM FRAMED ENTRANCES AND STOREFRONTS" and 088000 "GLAZING"..

Item No. 4:

The Storefront on the plans CAN BE Kawneer, Arcadia, Vistawall or Efco as specified in the enclosed Section.

Item No. 5:

The Carpet Specification from Shaw Industries is correct. Change the Finish Schedule to match Specification.

TR Design Group Project No. 10-064
January 3, 2012

LARRY D. SMITH CORRECTIONAL FACILITY
TRAINING FACILITY BUILDING "C" & "E"
PROJECT

ECONOMIC DEVELOPMENT AGENCY- COUNTY OF RIVERSIDE

ADDENDUM NO. 1

To: All Plan Holders

Subject: BID

NOTE: ALL PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS REMAIN UNCHANGED EXCEPT SECTIONS OR PARTS ADDED TO, REVISED, DELETED OR CLARIFIED BY THIS ADDENDUM.

This Addendum (including all attachments) consists of Sixteen (16) 8 1/2" x 11" pages.

The following revision/clarifications are made to the above referenced Bid Documents.

Item No. 1:

Please substitute the enclosed Notice Inviting Bids for the one in the Specification Book which consists of Fifteen (15) pages.

Item No. 2:

The Base Bid will be the Total Construction for the Renovation of Building "E". The Alternate No. 1 will be the entire construction for the Renovation of Building "C".

Item No. 3:

All RFI Requests shall received in writing by email to Frank Gonzales at:
FGonzales@rivcoeda.org

CALIFORNIA AVERLAND CONSTRUCTION
339 N. VIRGIL AVE. LOS ANGELES, CA 90004

LARRY D. SMITH CORRECTIONAL FACILITY
INMATE PROGRAM RENOVATION OF BUILDING "C" & "E"

ROJECT # : FM0825000083

SEALED BID RECEIVED
CLERK OF THE BOARD OF SUPERVISORS

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS

2012 JAN 25 PM 1:56

PROPOSAL

Presented to the



For

**Larry D. Smith Correctional Facility
Inmate Program Renovation of Building C & E**

By



CONSTRUCTION SERVICES INC.
GENERAL CONTRACTORS

January 24, 2012

CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: 1-17-2012

Bidder: K+S Construction 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 Renovation of Building C & E at the Larry D. Smith Correctional Facility, hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the work in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Addendum No. 1 Date 1-3-2012

Addendum No. 2 Date 1-3-2012

Addendum No. 3 Date 1-3-2012

Addendum No. 4 Date 1-19-2012

For the total Base Bid Four Hundred Fifty Three Thousand Two Hundred Eighty Dollars (\$ 453,280.⁰⁰), including all applicable taxes, permits, licenses, **AND Course of Construction Insurance.**

		(Add or Deduct state which)
Alternate 1	\$ <u>75,439.⁰⁰</u>	<u>Bldg. C</u>
Alternate 2	\$ <u>368,771.⁰⁰</u>	<u>Bldg. E</u>
Alternate 3	\$ <u>9,070.⁰⁰</u>	<u>Payment/Performance Bond</u>
Alternate 4	\$ <u>453,280.⁰⁰</u>	<u>Total</u>

And,
Cost of Contractor's Course of Construction Insurance Nine Thousand Seven Dollars (\$ 9,070.⁰⁰)
and deductible \$ 500.⁰⁰

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 and all alternates. 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.

<u>PORTION OF THE WORK</u>	<u>SUBCONTRACTOR</u>	<u>LOCATION</u>
5%	Dynamic Plumbing	Riverside, CA.
6%	West Coast Aire	Riverside, CA
5%	Tinker Glass	Rancho Cucamonga, CA
10%	Above All ACOUSTICS	Sun City, CA
15%	Dynamic Fire	Riverside, CA
5%	Carpets By Duane	Riverside, CA

54% of all work will be done in house
by K+S Construction Services, Inc.

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: K+S Construction Services, Inc.
Type of Organization: General Contractor/Construction Company
Signed By: [Signature]
Title of Signer: Owner/President Affix Seal
Address of Bidder: 21556 Skyhill Pl. If
Perris, Ca. 92570 Corporation
Email: ksconstruction@hughes.net
Telephone No.: 951-368-7669
Contractor's License No.: 726284
Classification: B Expiration Date: 5-31-2013

LICENSURE STATEMENTS ARE MADE UNDER PENALTY OF PERJURY

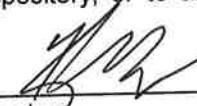
If bidder is a corporation, and signer is not President or Secretary, attach a certified copy of By-Laws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach Power of Attorney. If bidder is not an individual, list names of other persons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

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

State of California) ss.
County of Riverside)

Kenneth Papplewell, being first duly sworn, deposes and says:

That he or she is Owner/President of K+S Construction 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

Subscribed and sworn to before me this 18th day of January, 2012.

C. Ormonde

Signature of officer administering oath



Bid Bond

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned K&S Construction Services, 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 (10%) Ten percent of the total bid amount Dollars (\$ 10.0% 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 Larry D. Smith Correctional Facility Renovation Building

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 12th day of January, 2012, 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.

K&S Construction Services, Inc.
(Firm Name - Principal)
21556 Skyhill Place, Perris, CA 92570
(Business Address)

Affix Seal
If
Corporation

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

First National Insurance Company of America
(Corporation Name - Surety)
1001Fourth Ave., Safeco Plaza, Seattle, WA 98154
(Business Address)

Affix
Corporate
Seal

By [Signature]
(Original Signature) Stephanie Hoang, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 1/12/12 before me, Barbara Copeland, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Stephanie Hoang
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 Barbara Copeland
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: Stephanie Hoang

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

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

4819574

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.
SHAWN BLUME, ERIC LOWEY, MARK RICHARDSON, STEPHANIE HOANG, ALL OF THE CITY OF COSTA MESA, 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.....) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

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

ARTICLE IV - Officers: Section 12. Power of Attorney.

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. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

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, David M. Carey, 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 30th day of August, 2011.



FIRST NATIONAL INSURANCE COMPANY OF AMERICA
By David M. Carey
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 30th day of August, 2011, before me, a Notary Public, personally came David M. Carey, 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, Vice President 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 Officer 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 12th day of January, 2012.



Gregory W. Davenport
Gregory W. Davenport, Vice President

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 4:50 822 8240 between 9:00 am and 4:30 pm EST on any business day.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/2/2011

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

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

PRODUCER Lee Campos Insurance 1046 N Tustin St, Suite H Orange, CA 92867 OE79643	CONTACT NAME:	
	PHONE (A/C, No, Ext): 714-769-1027	FAX (A/C, No): 714-289-0773
E-MAIL ADDRESS: LCampos1@Farmersagent.com		
PRODUCER CUSTOMER ID#:		
INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A: United Contractors		
INSURER B: Farmers Insurance		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
K&S Construction
21556 Skyhill Place
Perris, CA 92570

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR			GL-CA010966	11/4/11	11/4/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANYAUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			603855267	09/13/11	09/13/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A	A09434454	11/1/11	11/1/12	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)						

The Certificate holder is named as additional insured

CERTIFICATE HOLDER Riverside County Economic Development Agency 3403 10th Street, Suite 500 Riverside, CA 92501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

EPA Renovator Certification
Certificate #: R-I-18317-10-0760

Kenneth E. Popplewell

21556 Skyhill Pl.
Perris, CA 92570

Training: RRP Renovator-Initial (Eng)
Training Date: 03/17/2010

Certificate Expires: 03/17/2015



HomeSafe Environmental, Inc
24662 Redlands Blvd., Loma Linda, CA 92354
Ph (909) 796-7565 - F (909) 795-2155



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE

726284

License Number

Professional Name

**K & S CONSTRUCTION SERVICES
INC**

Entity

Expiration Date

B

Expiration Date

05/31/2013

www.cslb.ca.gov



United States Environmental Protection Agency



This is to certify that

K&S Construction Services, Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires July 10, 2015

NAT-66520-1

Certification #

June 26, 2010

Issued On

A handwritten signature in black ink that reads "Michelle Price".

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch





SEALED BID RECEIVED
CLERK OF THE BOARD OF SUPERVISORS

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS
2012 JAN 25 AM 11:57

Long Beach Correctional
Facility -

Inmate Program Renovation of
Building C + E

BID Packet

January 25, 2012

@

2 P.M.